

## **FirstWatch Solutions, Inc.**

### **FIRST AMENDMENT TO FIRSTWATCH SOLUTIONS, INC. SOFTWARE LICENSE AGREEMENT #6159**

**THIS FIRST AMENDMENT** to that Software License Agreement #6159 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Client" or "Agency"), and FirstWatch Solutions, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1930 Palomar Point Way, Suite 101, Carlsbad, California 92008, (hereinafter referred to as "FirstWatch");

#### **RECITALS**

**WHEREAS**, FirstWatch has been engaged by Client to provide data monitoring and biosurveillance software for the Client's Emergency Medical Services Agency pursuant to Software License Agreement #6159, dated January 4, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to replace the FirstPass add-on service and FirstPass annual support and maintenance with twenty-five (25) custom report hours and custom report annual support and maintenance, amending **Schedule A, Project Services, Pricing and Payment Schedule, Contact Information & Technical Specifications**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Client and FirstWatch mutually agree to amend the terms of the Agreement in this First Amendment to Software License Agreement #6159 on the following terms and conditions:

- I. Schedule A, of the Agreement, is amended to remove the Additional FirstPass Add-on Agency and replace with twenty-five (25) hours of Custom Report Development Hours for future Custom Reporting needs and with twenty-five (25) hours of Custom Report Annual Support and Maintenance as reflected below:

Quantity	Description	Unit Price	Item Total
<b>Report Development</b>			
25	Customized FirstWatch Reports Development (hours)	\$200	\$5,000
25	Customized FirstWatch Reports Annual Support and Maintenance (hours)	\$44	\$1,100
Subtotal			\$6,100
<b>FirstPass Clinical QI Module</b>			
1	FirstPass Add-on Agency	-\$5,000	-\$5,000
1	FirstPass Add-on Agency Tier 2 Annual Support and Maintenance	-\$1,100	-\$1,100
Subtotal:			-\$6,100
Totals of Items Above:			\$0

If Client’s data from CAD, ePCR, RMS (or other system(s)) is to be provided to FirstWatch via another Vendors Hosted Environment, fees payable to that Vendor may be required.

If Client plans to switch Vendor for CAD, ePCR or RMS (other data system) from existing data interface feeding into FirstWatch, in addition to the Data Source Interface fee of \$7,500, additional work & fees will be required to convert specialized system enhancement modules such as FirstPass, OCU as well as Complex Triggers & Customized Reports, all of which can be Price upon Request (in advance). Also, when Client selects a new Vendor (for CAD, ePCR or RMS (other data system)), FirstWatch highly recommends a minimum of 90-day advanced notice so as to provide quote for work required, as well as to allow FirstWatch enough lead time to plan conversion work prior to new system cut-over.

Except as herein amended, all other parts and sections of Software License Agreement #6159 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Software License Agreement #6159 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"Client"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

**-- FIRSTWATCH SOLUTIONS, INC. --**

By:  \_\_\_\_\_

Dated: 09/01/2022

Todd Stout  
President  
"FirstWatch"