

FirstWatch Solutions, Inc.

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

THIS SECOND 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 2035 Corte Del Nogal, Suite 101, Carlsbad, California 92011, (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, and to the First Amendment to Software License Agreement #6159, dated October 11, 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 update the Client's Contract Administrator, amending **Section 18, Contract Administrator**;

WHEREAS, the parties hereto desire to amend the Agreement to include six (6) additional FirstPass protocols along with the corresponding annual support and maintenance, increasing the not-to-exceed amount by \$12,960 and amending **Schedule A, Pricing and Payment Schedule**;

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 Second Amendment to Agreement on the following terms and conditions:

- I. Section 18, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

18. *Contract Administrator*. The Client Officer or employee with responsibility for administering this Agreement is Kristine Guth, Manager, Emergency Medical Services Agency, or successor.

- II. Schedule A, Pricing and Payment Schedule**, of the Agreement, is amended to read as follows:

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First

Amendment to the Agreement, the Pricing and Payment Schedule shall be in accordance with the following:

Client FirstWatch Pricing				
Line #	Description	Qty.	Unit	Extended
1	Base System License* (DS1 – ImageTrend Electronic Patient Care Reporting [ePCR] – Countywide – License Transfer from Cal Tahoe Joint Powers Authority [JPA])	1	\$23,656	\$0
2	Annual Support & Maintenance* (DS1)	1	\$5,204.32	\$5,204.32
3	Data Source Integration (DS1)	1	\$7,500	\$7,500
4	Installation / Configuration	1	\$2,500	\$2,500
5	Training / Trigger Consultation / Project Management	1	\$9,500	\$9,500
6	System License* (DS2 – CALFIRE Northrup Grumman Computer Aided Dispatch [CAD])	1	\$16,560	\$16,560
7	Annual Support & Maintenance* (DS2)	1	\$3,643.20	\$3,643.20
8	Data Source Integration (DS2)	1	\$7,500	\$7,500
9	System License* (DS3 – South Lake Tahoe Fire Department Cyrun CAD & SunRidge RIMS CAD after conversion)	1	\$16,560	\$16,560
10	Annual Support & Maintenance* (DS3)	1	\$3,643.20	\$3,643.20
11	Data Source Integration (DS3) (\$3,750 for Cyrun CAD and \$3,750 for SunRidge RIMS CAD)	1	\$7,500	\$7,500
12	Standard System Triggers (Included)	20	Incl.	Incl.
13	Customized FirstWatch Reports Development (hours) for Ambulance Patient Offload Times (APOT)	10	\$200	\$2,000
14	Customized FirstWatch Reports Annual Support & Maintenance for APOT	10	\$44	\$440
15	Interactive Data Visualization Module (IDV)	1	Incl.	Incl.
16	Online Compliance Utility Module (OCU)	1	\$37,500	\$37,500
17	OCU Annual Support & Maintenance	1	\$8,250	\$8,250
18	Additional OCU Add-on Authority/Contractor	1	\$5,625	\$5,625
19	Additional OCU Add-on Authority Contractor Annual Support & Maintenance	1	\$1,237.50	\$1,237.50
20	Additional monitored OCU Data Source	1	\$9,375	\$9,375
21	Additional monitored OCU Data Source Annual Support & Maintenance	1	\$2,062.50	\$2,062.50
22	FirstPass Module	1	\$30,000	\$30,000
23	FirstPass Annual Support & Maintenance	1	\$6,600	\$6,600
24	Additional FirstPass Add-on Agency	1	\$5,000	\$5,000
25	Additional FirstPass Add-on Agency Support & Maintenance	1	\$1,100	\$1,100
Total Price				\$189,300.72

* License and Maintenance costs are for monitoring Client's Emergency Medical Services Agency's (EMS) Calls. Assumptions are based on fifteen thousand (15,000) annual incidents and include a 'buffer' of plus or minus (±) twenty percent (20%) of the call volume.

For the purposes hereof, for the period beginning with the effective date of the First Amendment to this Agreement and continuing until the day before the effective date of this Second Amendment to the Agreement, the Pricing and Payment Schedule shall be in accordance with the following:

Client FirstWatch Pricing				
Line #	Description	Qty.	Unit	Extended
1	Base System License* (DS1 – ImageTrend Electronic Patient Care Reporting [ePCR] – Countywide – License Transfer from Cal Tahoe Joint Powers Authority [JPA])	1	\$23,656	\$0
2	Annual Support & Maintenance* (DS1)	1	\$5,204.32	\$5,204.32
3	Data Source Integration (DS1)	1	\$7,500	\$7,500
4	Installation / Configuration	1	\$2,500	\$2,500
5	Training / Trigger Consultation / Project Management	1	\$9,500	\$9,500
6	System License* (DS2 – CALFIRE Northrup Grumman Computer Aided Dispatch [CAD])	1	\$16,560	\$16,560
7	Annual Support & Maintenance* (DS2)	1	\$3,643.20	\$3,643.20
8	Data Source Integration (DS2)	1	\$7,500	\$7,500
9	System License* (DS3 – South Lake Tahoe Fire Department Cyrun CAD & SunRidge RIMS CAD after conversion)	1	\$16,560	\$16,560
10	Annual Support & Maintenance* (DS3)	1	\$3,643.20	\$3,643.20
11	Data Source Integration (DS3) (\$3,750 for Cyrun CAD and \$3,750 for SunRidge RIMS CAD)	1	\$7,500	\$7,500
12	Standard System Triggers (Included)	20	Incl.	Incl.
13	Customized FirstWatch Reports Development (hours) for Ambulance Patient Offload Times (APOT)	10	\$200	\$2,000
14	Customized FirstWatch Reports Annual Support & Maintenance for APOT	10	\$44	\$440
15	Customized FirstWatch Reports Development (hours)	25	\$200	\$5,000
16	Customized FirstWatch Reports Annual Support & Maintenance	25	\$44	\$1,100
17	Interactive Data Visualization Module (IDV)	1	Incl.	Incl.
18	Online Compliance Utility Module (OCU)	1	\$37,500	\$37,500
19	OCU Annual Support & Maintenance	1	\$8,250	\$8,250
20	Additional OCU Add-on Authority/Contractor	1	\$5,625	\$5,625
21	Additional OCU Add-on Authority Contractor Annual Support & Maintenance	1	\$1,237.50	\$1,237.50
22	Additional monitored OCU Data Source	1	\$9,375	\$9,375
23	Additional monitored OCU Data Source Annual Support & Maintenance	1	\$2,062.50	\$2,062.50
24	FirstPass Module	1	\$30,000	\$30,000
25	FirstPass Annual Support & Maintenance	1	\$6,600	\$6,600
Total Price				\$189,300.72

* License and Maintenance costs are for monitoring Client's Emergency Medical Services Agency's (EMS) Calls. Assumptions are based on fifteen thousand (15,000) annual incidents and include a 'buffer' of plus or minus (\pm) twenty percent (20%) of the call volume.

For the purposes hereof, for the period beginning with the effective date of this Second Amendment to this Agreement and continuing through the remaining term of the Agreement, the Pricing and Payment Schedule shall be in accordance with the following:

Annual – (Live) FirstWatch System Support and Maintenance				
Annual Support and Maintenance (ASM) shall increase by no more than three percent (3%) annually.				
Line #	Description	Qty.	Unit	Extended
2	Annual Support and Maintenance (DS1)	1	\$5,857.51	\$5,857.51
7	Annual Support and Maintenance (DS2)	1	\$3,981.02	\$3,981.02
10	Annual Support and Maintenance (DS3)	1	\$3,865.07	\$3,865.07
14	Customized FirstWatch Reports Annual Support and Maintenance (ten [10] report hours)**	1	\$480.80	\$480.80
16	Customized FirstWatch Reports Annual Support and Maintenance (ten [10] of twenty-five [25] hours)**	1	\$466.80	\$466.80
19	Online Compliance Utility (OCU) Annual Support and Maintenance	1	\$8,752.43	\$8,752.43
21	Additional OCU Add-on Authority Contractor Annual Support and Maintenance	1	\$1,312.86	\$1,312.86
23	Additional monitored OCU Data Source Annual Support and Maintenance	1	\$2,188.11	\$2,188.11
25	FirstPass Annual Support and Maintenance	1	\$7,212.00	\$7,212.00
Subtotal				\$34,116.60
One Time Charge – FirstWatch System Enhancement				
15	Customized FirstWatch Reports Development (fifteen [15] report hours remaining of twenty-five [25])**	15	Prepaid	Prepaid
26	Custom Protocols (beyond the basic bundle)	6	\$1,500	\$9,000
Subtotal				\$9,000.00
Custom report development and Protocols available at the County's written request.				
Annual – (Not Live) FirstWatch System Support and Maintenance				
Annual Support and Maintenance shall increase by no more than three percent (3%) annually.				
15	Custom Protocol Annual Support & Maintenance	6	\$330	\$1,980
28	Customized FirstWatch Reports Annual Support and Maintenance (fifteen [15] of twenty-five [25] report hours)**	15	\$44	\$660 (Year 1 Paid)
Subtotal				\$1,980.00

New items shall be implemented for an initial term of one year from the date the service becomes available. The first renewal term shall be a partial year to synchronize the term renewal dates with preexisting products. The renewal synchronization term shall be charged at a pro-rated rate, based on the initial pricing. All subsequent renewal terms shall be for one year.

***"Customized FirstWatch Reports Development" are development hours for the development of custom reports. The Parties agree that Client has paid in advance for 15 hours of development. Client shall notify FirstWatch in writing to authorize the utilization of the prepaid hours to develop one or more customized reports.

Once developed and available to Client, annual support and maintenance costs for each customized report shall be charged based on the number of hours required to develop said report.

Next Billing Cycle Not to Exceed Amount (3/9/2026-3/8/2027)	\$45,096.60
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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 Second Amendment to Software License Agreement #6159 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- FIRSTWATCH SOLUTIONS, INC. --

By: *Todd Stout*
Todd Stout (Jun 17, 2025 11:10 PDT)
Todd Stout
President
"FirstWatch"

Dated: 06/17/2025

By: *Marc Baker*
Marc Baker (Jun 17, 2025 09:14 PDT)
Marc Baker
Corporate Secretary

Dated: 06/17/2025