

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
FIRSTWATCH SOLUTIONS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this first day of July 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FirstWatch Solutions, Inc., hereinafter called "Contractor".

W I T N E S S E T H:

WHEREAS, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, the San Mateo County Emergency Medical Services Agency (EMS Agency) provides administrative and regulatory oversight for the local emergency medical services system; and

WHEREAS, The EMS Agency's primary function is to plan, implement, and evaluate the local emergency medical services (EMS) system and its various components, including the authorization and contract management of the 9-1-1 emergency ambulance and medical first responder services; and

WHEREAS, FirstWatch Solutions, Inc. is the current provider of electronic clinical and operational quality assurance and improvement monitoring and reporting systems for the prehospital 9-1-1 system to the EMS Agency; and

WHEREAS, FirstWatch Solutions, Inc. is the sole source provider of 9-1-1 prehospital performance oversight systems compliant with National EMS Standards, and is the State of California Emergency Medical Services Authority's recommended vendor for ambulance patient offload time tracking and reporting; and

WHEREAS, on July 23, 2019, the San Mateo County Board of Supervisors approved an agreement with FirstWatch Solutions, Inc. (Contractor), to provide real-time data monitoring and analytics for the 9-1-1 EMS system aimed to improve operational performance and ensure adherence to patient care standards, effective from July 1, 2019, to June 30, 2022, for a sum not to exceed \$500,000; and

WHEREAS, in June 2022, the San Mateo County EMS Agency exercised its option to amend the Agreement, extending the term to June 30, 2024, with no change to the not-to-exceed amount, to align the term with the Emergency Ambulance and Paramedic First Response Service Provider agreements; and

WHEREAS, the parties now wish to further amend the agreement to extend the term to June 30, 2029, to realign the service term with the terms of the Emergency Ambulance and Paramedic First Response Service Provider agreements, and increase the not-to-exceed amount to \$850,000; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 – Payment is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **EIGHT HUNDRED THOUSAND (\$850,000)**. If the County makes any advance payments, the Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract

termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

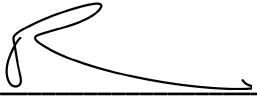
1. Section 4 – Term is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2029.

2. Exhibit A-1 is hereby deleted in its entirety and replaced with Exhibit A-2 attached hereto.
3. Exhibit B-1 is hereby deleted in its entirety and replaced with Exhibit B-2 attached hereto.
4. All other terms and conditions of Agreement No. 076830 dated July 1, 2019, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: FirstWatch Solutions, Inc.



Contractor Signature

05/30/2024
Date

Todd Stout, President
Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By: 
President, Board of Supervisors, San Mateo County

Resolution No. 080505

Date: June 25, 2024

ATTEST:

By: 
Clerk of Said Board

Exhibit A-2

In consideration of the payments set forth in Exhibit B-2 (Payment Provisions), Contractor shall provide the following services:

A. General

1. Services. Contractor will provide labor to install and configure the data links and support in accordance with County's requirements, successfully complete any required data conversions, develop and assist development and testing of interfaces, conduct testing, perform training, and provide hosting services. The Services will be deemed complete when they have been accepted by County.
2. Services Location. Contractor's work activities performed pursuant to this Contract will be performed remotely, unless mutually agreed otherwise. In the event that Contractor requires facility access, access will be normally restricted to normal County working hours.

B. Services

1. Scope of Work. The services set forth in this Service Plan represent the services required to reach the proposed solution. Contractor will perform all work in accordance with the descriptions, scopes, and specifications herein described.

C. Scope of Work

1. General. The scope of work is outlined in general in this Service Plan. The specific requirements will be further defined and conveyed in Statements of Understanding (Work) present to County prior to the start of work. Once a copy of the Statement of Understanding signed by County is received by Contractor, Contractor resources will be assigned to the tasks for completion. In general, the ongoing scope of work throughout the term of this Contract is outlined below:
 - a. Contractor will maintain a data link to provide computer aided dispatch (CAD) data to County's Emergency Medical Services existing FirstWatch web-based, data surveillance and integration systems.
 - b. Contractor will install and maintain a data link to provide electronic health record (EHR) data to County's Emergency Medical Services existing FirstWatch web-based, data surveillance and integration systems. The data link will be comprised of multiple data repository sources that may change during the terms of this Contract, of which all required sources will be maintained.
 - c. Contractor will work with County to develop a comprehensive data integration system that incorporates CAD data, prehospital EHR data, hospital EHR data, and patient outcome data as part of a Whole Person Care initiative, which seeks to study, understand, and promote the role of healthcare in relieving suffering and promoting healing in acute and chronic illnesses.
 - d. Contractor will maintain all online compliance utility (OCU), clinical quality improvement, surveillance, trending, and reporting modules.
 - e. Contractor will provide annual maintenance and support for all systems purchased by County.

- f. Contractor will develop, install, and maintain newly executed projects not explicitly defined within this Contract.

D. Third-party Payment Liability

Contractor will be solely responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor's performance of this Contract, including, but not limited to, any payments that Contractor may owe to contractors or other suppliers for goods and services received by Contractor in the operating, equipping, altering, remodeling, renovating, or repairing of Contractor's program and facilities established under this Contract. In no event will County be responsible for any payments due from Contractor to third parties or for any liabilities, obligations, or commitments of Contractor arising from Contractor's performance of this Contract.

E. FirstWatch

1. FirstWatch is the backbone for all FirstWatch products and includes data connections to ImageTrend for American Medical Response, the San Mateo County Pre-Hospital Emergency Medical Services Group (JPA) and the City of South San Francisco Fire Department as well as data analytics, syndromic surveillance, reporting, and data storage.
2. Allow San Mateo County the ability to exchange any report listed within the standard bundle with one of the County's choosing.
3. Annual support and maintenance.

F. FirstPass

1. FirstPass module with Protocol and Reporting Bundle will utilize ImageTrend ePCR data source, which includes AMR and South San Francisco ambulance data fire/first responder data.
2. Allow San Mateo County the ability to exchange any report listed within the standard bundle of care with one of the County's choosing.
3. Annual support and maintenance.

G. Online Compliance Utility (OCU)

1. Online Compliance Utility (OCU) is a response time compliance tool that utilizes data from the Public Safety Communications (PSC) computer-aided dispatch (CAD). The OCU bundle will consist of an ambulance OCU and a fire OCU and will include a variety of standard and custom reports.
2. Allow San Mateo County the ability to exchange any report listed within the standard bundle of care with one of the County's choosing.
3. Annual support and maintenance for each established OCU.

H. Ambulance Patient Offload Time (APOT)

1. Develop a report to provide Fractal Percentage for Hospital Offload Times based on Ambulance Patient Offload Time (APOT) specifications.

2. Annual support and maintenance.
- I. Custom Development Project and Data Mover (DMVR)
 1. Provide data mover (DMVR) and integration process for connecting County prehospital data with a third-party platform used by the County.
 2. Annual support and maintenance for custom development project and DMVR.

Exhibit B-2

In consideration of the services provided by Contractor described in Exhibit A-2 (Service Plan) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. County shall pay Contractor a subscription fee based on the pricing and services listed below:

| Quantity | Description |
|---|--|
| FirstWatch (Base System) | |
| 1 | FirstWatch (legacy) |
| 1 | South San Francisco Fire Department |
| 1 | FY 2024-29 annual maintenance and support |
| FirstPass | |
| 1 | FirstPass (legacy/PCV) |
| 1 | FirstPass add-on agency (JPA) |
| 1 | FirstPass add-on agency (SSF) |
| 40 | Custom protocols |
| 60 | FirstPass report development hours |
| 1 | FY 2024-29 annual maintenance and support |
| Online Compliance Utility (OCU) | |
| 1 | Versaterm CAD integration fee |
| 1 | OCU Development (AMR/JPA/SSF) |
| 1 | FY 2024-29 annual maintenance and support |
| Ambulance Patient Offload Time (APOT) | |
| 1 | APOT (legacy) |
| 1 | FY 2024-29 annual maintenance and support |
| Custom Development Project and Data Mover (DMVR) | |
| 1 | Custom Development Project and Data Mover (DMVR) |
| 1 | FY 2024-29 annual maintenance and support |
| | FirstWatch Maximum |
| | \$850,000.00 |

B. The subscriptions shall include technical support and maintenance. Additional report development hours may be purchased at County request at the following rate:

| Description | Hourly Rate |
|-------------------------------------|--------------|
| Additional report development hours | \$175 |

- C. Set up and development fees are included in the fee schedule.
- D. First year subscription fees shall be due upon contract signing. Subscription fees for subsequent years shall be billed annually.
- E. In any event, the total amount paid to the Contractor shall not exceed **EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000)** for services provided.
- F. **INVOICING:** Contractor shall submit an invoice to the County. Contractor will invoice only for incurred costs. Invoices shall include a detailed list of services provided and dates completed. Upon approval of invoices, County will make every effort to ensure payment is made within 30 days.

- G. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County based on service performed at the time of contract termination or expiration. This includes but is not limited to the prorated portion of annual support and maintenance fees.
- H. County shall have the right to withhold payment if County determines that the quality of the work performed is unacceptable.
- I. Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.