

FirstWatch Solutions, Inc.

1930 Palomar Point Way, Suite 101

Carlsbad, California 92008 USA

Phone: 760-943-9123 Fax: 760-268-0922

Atten: Carlynn Crampton, Regional Manager (Ph Ext 258)



**System Enhancement  
Quote**

**Customer Information:**

Name: Mike Knipstein, Director  
Organization: Williamson County EMS  
Address: PO Box 873  
City, ST Zip: Georgetown, TX 78627  
Phone: 512-943-1224  
Email: mknipstein@wilco.org

**Quote Information:**

Date: 4/14/2020  
Expiration Date: 10/11/2020  
Call Volume: 30,000  
Population: 410,000

Qty	Description	Unit Price	Item Total
<b>Triggers</b>			
10	Standard FirstWatch Triggers	\$400	\$4,000
10	Standard FirstWatch Triggers Annual Support & Maintenance	\$200	\$2,000
Sub-total			\$6,000
<b>FirstPass Module (FP)</b>			
1	FirstPass Module w/Protocol & Reporting Bundle (Requires ePCR data source)	\$30,000	\$0
1	FirstPass Annual Support & Maintenance	\$6,600	\$0
1	Additional FirstPass Add-on Agency	\$5,000	\$0
1	Additional FirstPass Add-on Agency Annual Support & Maintenance	\$1,100	\$0
6	Additional Custom Protocols (beyond the basic bundle)	\$1,500	\$9,000
6	Additional Custom Protocols Annual Support & Maintenance	\$330	\$1,980
Sub-total			\$10,980
<b>Total of Items Above</b>			<b>\$16,980</b>
Payment of All Year One Fees			
<b>System Enhancement (Payment of All Year One Fees) - Total:</b>			<b>\$16,980</b>

Estimated Annual Support & Maintenance beyond Year 1 (not applicable to Software as a Service)

Estimated Annual Support & Maintenance for Year 2 (based on a 3% annual increase):	\$4,099
Estimated Annual Support & Maintenance for Year 3 (based on a 3% annual increase):	\$4,222
Estimated Annual Support & Maintenance for Year 4 (based on a 3% annual increase):	\$4,349
Estimated Annual Support & Maintenance for Year 5 (based on a 3% annual increase):	\$4,480

Williamson County EMS will become a FirstPass add-on agency to Williamson County Communications. In recognition of Dr. Jarvis' contribution to EMS research, the add-on FirstPass agency fee (which includes the reporting bundle) was waived as a special partnership agreement. This waiver will remain in effect as long as Dr. Jarvis continues as the Medical Director for Williamson County EMS and we are working towards improvements together. To the extent possible, this agreement should be kept confidential and should not be shared outside of Williamson County.

• **No Waiver of Sovereign Immunity or Powers.** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

• **Texas Prompt Payment Act Compliance.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

• **Texas Law Applicable to Indemnification.** All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

• **Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

• **Venue and Governing Law.** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

• **Termination for Convenience.** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

FirstWatch	Williamson County EMS
Signature: <i>Carlynn Crampton</i>	Signature: <i>Bill J. Russell</i>
Title: <i>REGIONAL MANAGER</i>	Title: <i>County Judge</i>
Date: <i>APRIL 14, 2020</i>	Date: <i>5/19/20</i>

**Williamson County EMS**  
**'System Enhancement Quote' - 04/14/2020 - Additional Information**

**General Project Information**

FirstWatch has worked diligently to keep pricing 'fair and reasonable' as well as in developing a REMOTE approach to FirstWatch software sales, presentation, deployment, installation, data interface, system configuration and training; as such we have NOT included any fees for travel associated with this project. If travel is requested / required by customer, customer will be asked to pay for all travel-related expenses (e.g., transportation, accommodations, food) incurred by FirstWatch at the request of customer and approved by customer, for Software-related services such as on-site installation, training, customization, integration, support and maintenance.

This quotation is valid for 180 days from creation as noted on the top of page 1. For additional information or questions please contact the FirstWatch Representative also noted on the top of page 1.

**Payment Option - System Enhancement Standard Purchase**

This payment option includes all Year 1 project fees, with a standard payment breakdown based upon the following project milestones: 50% of all Year 1 project fees payable at contract signing or receipt of a Purchase Order and the remaining 50% payable at project completion or Go Live.

**FirstWatch - Standard Triggers**

Standard FirstWatch triggers are defined as: existing (commercially available) FirstWatch trigger technology that does not require any custom programming. Regular triggers are based on existing functionality, related to existing data sources and data structures. Triggers requiring custom programming are considered non-standard or custom triggers and may have additional cost associated, which will be based on the estimated development efforts. Regular triggers are generally based on Syndromic Surveillance, Operational/Performance, or Situational Awareness monitoring. Details available upon request...or see Regular Trigger definition document for more details.

**FirstPASS - w/ Standard Protocol, Clinical Triggers and Reports Bundle**

FirstWatch System Enhancement: ADDING FirstPass (FP) enhancement module to existing FirstWatch Base System. Please NOTE: the FirstPass enhancement module requires a data source interface into ePCR data system. FirstPass is a smart queue based QA/QI tool which includes a Recommended Base Bundle of (6) Standardized FirstPass Protocols (included with enhancement module) for: STEMI, Stroke, Cardiac, Trauma, Airway and Universal. These protocols are designed to provide measures against predefined, evidence based quality metrics. While the initial 6 protocols included in the bundle are preconfigured, the customer agency will also have the ability to add or vary unique metrics specific to their locality. Report Development Hours for Standardized/Base FirstPass Reports are included in the Bundle pricing; and will be based upon the above Standardized/Base FirstPass Protocols. Future Reports may offer simple overviews on; Protocol Deviation within the context of overall system (or individual) performance, Benchmarking and Paramedic Scorecards – all developed against the Standardized Protocols in the Bundle. Additional FirstPass Protocols, Reports and Clinical Triggers can be added (at additional cost initially/annually) and will be priced upon request. Please see Regional Manager for additional information.

**Annual Support & Maintenance (ASM)**

Annual Support recurs annually and includes: system enhancements, updates and patches, 24/7 urgent technical support, business hour support for routine issues and guidance with configuration of your FirstWatch System. Support fees increase annually. Annual Support fee increase is projected (for budget purposes) at 3% per year.