



## FIRSTWATCH SOLUTIONS, INC. SOFTWARE LICENSE AGREEMENT

1. *Parties; Effective Date.* This Software License Agreement (“Agreement”) is between FirstWatch Solutions, Inc., 2035 Corte Del Nogal, Suite 101, Carlsbad, California 92011 (“FirstWatch”) and the undersigned software user (“Client” or “Agency”). This Agreement is effective on the date last signed (“Effective Date”).

2. *Purpose of Agreement.* FirstWatch is a provider of data monitoring and biosurveillance software and related services to organizations and agencies in the fields of public health and public safety. Client desires a license to use the FirstWatch software identified on Schedule A (“Software”) according to the terms of this Agreement.

3. *Grant of License.* FirstWatch grants Client a license to load and execute the Software on a computer located at the Site identified on Schedule A for use by its employees and staff in connection with its syndromic surveillance system. Client may make backup and archival copies of the Software.

4. *License Term; Maintenance Services.* The initial term of the Software license (the “Term”) begins as of the date last signed (the “Effective Date”) and will continue, until the close of business on the fifth (5<sup>th</sup>) anniversary of the Effective Date. However, Client shall be entitled to Software updates, upgrades, enhancements, new versions, bug fixes, other improvements to the Software and access to the FirstWatch Subscriber Site, and to technical assistance relating to the Software, for the term(s) described in Schedule A of this Software License Agreement and with payment in full for the maintenance portion of the agreement. The term of Software Maintenance and Support commences upon the date of Software Acceptance.

5. *FirstWatch Intellectual Property Rights.* The license is nontransferable and nonassignable without the prior, written permission of FirstWatch. Client may not modify, enhance, or create derivative works, decompile, disassemble, or reverse engineer the Software, or make copies other than as authorized in Section 3. All rights not licensed are reserved to FirstWatch and no rights may be implied. FirstWatch retains all intellectual property rights in the Software, and Client agrees to implement software protection measures designed to prevent unauthorized use and copying of the Software.

6. *Delivery, Installation, and Testing.* Client is responsible for acquiring all hardware, equipment, and other software; for preparing the site (including physical and electrical requirements); for properly configuring the computing environment on which the Software will reside, and for installing the Software in accordance with Schedule A and any other requirements provided by

FirstWatch in writing. Client shall test the Software within ten (10) days after FirstWatch has enabled Client’s access to the Software.

7. *Acceptance.* The Software is Accepted upon the earlier of when (a) Client determines that the Software performs in accordance with the criteria set forth in the Acceptance Test Plan (“ATP”), set forth in Schedule C, or (b) the Software has been installed for thirty (30) days and Client has not advised FirstWatch that the Software fails to materially conform to the ATP. If the Software does not so perform for reasons inherent in the Software (and not, for example, third party hardware, software, equipment, or system configuration), FirstWatch will promptly replace the Software with materially conforming Software. Client shall test the revised Software and, unless the parties agree otherwise, Client may either (1) Accept the Software as conforming, (2) Accept the Software AS IS, or (3) reject the Software. If Client rejects the Software, it shall delete the Software from its computing system, shall certify in writing such deletion, and FirstWatch shall refund all Software license fees paid by Client. Client shall have thirty (30) days after initial delivery to finally Accept or reject the Software. The foregoing is the sole remedy available in the event of nonconforming Software.

8. *Client Satisfaction.* FirstWatch desires that Client is fully satisfied with the Software and Services. If, within ninety (90) days after acceptance, for any reason, Client is not satisfied with the Software, Client may elect to return the Software and receive a full refund of all Software license fees paid to FirstWatch.

9. *Fees and Payments.* Client shall pay all fees according to the terms of Schedule A, and to pay a late fee of one and a half percent (1.5%) interest per month on all overdue amounts for any fees due and payable under the Agreement. Client shall pay for all travel-related expenses (e.g., ground transportation, accommodations, food) incurred by FirstWatch at the request of Client and approved by Client in writing, for Software-related services such as on-site installation, training, customization, integration, support, and maintenance. Such additional services will be pursuant to a separate written agreement. Client is responsible for payment of all sales and/or use taxes arising out of its use of the Software.

10. *Limited Warranties; Exclusions.*

FirstWatch warrants that during the Acceptance testing period, and while Client is receiving covered Maintenance Services per section 4 of this Agreement, the Software will perform in substantial conformance with the ATP, provided that the Software has been used

as specified by FirstWatch. FirstWatch will use its best efforts to correct any material nonconformance within ten (10) business days after receipt of written notice of such nonconformance and Client's provision of any data, output, or other documentation or description of the nonconformance.

The limited software warranty applies only to Software used in accordance with the Agreement and does not apply if the Software media or Software code has been subject to accident, misuse, or modification by a party other than FirstWatch or as authorized by FirstWatch.

FirstWatch does not warrant that the functions contained in the Software will meet Client's specific needs, industry requirements, be error-free, or operate without interruption. The remedies in this Section 10 are the sole and exclusive remedies provided by FirstWatch relating to the Software.

THESE LIMITED WARRANTIES ARE IN LIEU OF, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. *Limitation of Liability.* Neither party shall be liable for indirect, incidental, consequential, special, punitive or exemplary damages, or for lost profits or business interruption losses, in connection with the Software or this Agreement, regardless of whether it has been made aware of their possibility. Other than amounts due to a party pursuant to Sections 9 or 13, or the breach of Sections 4, 5, or 14, in no event shall either party be liable to the other, under any theory of recovery, including contract, negligence, strict liability, warranty or products liability, in an amount in excess of the amount Client paid to FirstWatch for products and services. Any claims relating to this Agreement shall be brought within two (2) years after the occurrence of the event giving rise to the cause of action.

12. *Termination.* Either party may terminate this Agreement if there is a material breach by either party that is not cured within thirty (30) days after receipt of written notice of such breach. Upon termination of this Agreement, Client shall promptly discontinue using the Software and return to FirstWatch, or certify in writing, the destruction of all Software, Documentation, and FirstWatch training materials.

13. *Indemnification.*

FirstWatch agrees to defend, and hereby indemnifies, Client, from all damages, losses, fees, and expenses awarded by a court of competent jurisdiction, or reached through a settlement, arising out of Client's use of the Software or Documentation when such claim is based upon a third party claim that the Software infringes a U.S. patent, trademark, copyright or trade secret; provided that (a) Client promptly notifies FirstWatch in writing of such claim; (b) FirstWatch has sole control over the investigation, litigation and negotiation of such claim; (c) Client is current in its payments and in compliance with its obligations under this Agreement;

and (d) Client reasonably cooperate, at the expense of FirstWatch, in the defense or settlement of such claim. This indemnification applies only to the Software delivered by FirstWatch and shall not apply if the Software has been modified by party other than FirstWatch, or if the Software has been combined with (or used in connection with) other products and used as a part of an infringing process or method which, but for the combination, would not infringe the intellectual property rights of such third party.

If the Software becomes, or in the opinion of FirstWatch is likely to become, the subject of such a claim, then FirstWatch may either (a) procure (at its expense) Client's right to continue using the Software, or (b) replace or modify the Software to avoid the claim of infringement. If neither of the foregoing alternatives is reasonably available to FirstWatch, then FirstWatch may terminate this license and refund to Client the license fees paid for the Software on a straight-line three-year depreciation basis. This agreement states the entire liability of FirstWatch with respect to third party claims of intellectual property infringement.

14. *Confidentiality.*

FirstWatch and Client may have access to information that the other considers to be confidential, private, or a trade secret. This information may include, but is not limited to, patient or other data, the Software, technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, and third-party information ("Information").

Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other for the benefit of a third party. Each party shall maintain the confidentiality of all Information in the same manner in which it protects its own information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.

Upon termination of the Agreement, or upon a party's request, each party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.

15. *Ownership of Data.* The parties acknowledge and agree that all Client data ("Data"), is and shall remain the exclusive property of Client. FirstWatch acknowledges that in performing its obligations under the Agreement it may have access to Client networks and Data. FirstWatch will use and access such Data only as necessary for the purpose of providing the services and supporting the Software as agreed.

16. *HIPAA.* With respect to any protected health information ("PHI") and to the extent FirstWatch is subject to the provisions of the Health Insurance Portability and Accountability Act as a Business

Associate, FirstWatch shall (a) not use or disclose PHI other than as permitted or required by any agreement between FirstWatch and Client, or as required by law, (b) use appropriate safeguards to prevent use or disclosure of the PHI, (c) report to Client any unauthorized use or disclosure of the PHI of which it becomes aware, (d) ensure that any agent or subcontractor that accesses PHI in order to assist FirstWatch in providing the Services will be bound by the provisions of this Section, (e) reasonably cooperate with Client to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to a governmental agency in the event a governmental agency requests such information, (f) document all its disclosures of PHI and information related to such disclosures, and notify Client of such disclosures, (g) return or destroy all PHI upon termination of the Services under this Agreement. If the parties enter into a separate agreement regarding the use of protected health information, the terms of that separate agreement shall take precedence and control over the terms of this Section 16.

17. *Cooperative Purchasing.* If agreed to by Client and FirstWatch, another public body may utilize this contract. FirstWatch shall deal directly with any public body authorized to use the contract. Client, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between FirstWatch and any other public bodies, and in no event shall Client, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Client Contract. Client assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but FirstWatch may conduct such notification.

18. *General.* All required communications shall be in writing and addressed to the recipient party at its address set forth in this Agreement, addressed to the person who signed the Agreement on behalf of such party, or to such address and person as may be designated by such party in writing. All communications are deemed given when hand-delivered; or if mailed, by registered mail with verification of receipt, upon date of mailing; or if by electronic mail or facsimile, when received (with verification of transmission sent promptly to the receiving party along with a hard copy of the communication).

Any part of the Agreement held to be invalid or unenforceable, shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. All other provisions of the Agreement will remain in full force and effect. The remedies accorded FirstWatch are cumulative and in addition to those provided by law.

The Agreement, all Schedules (A-D), and any amendments thereto constitute the entire understanding of the parties with respect to the subject matter of the Agreement and replaces all prior and contemporaneous written and oral communications, promises, or

understandings. The Agreement shall be governed by the laws of the State of California and may be amended only by a writing signed on behalf of both parties. Electronic mail shall not be deemed to constitute a signed writing for purposes of this modification provision unless expressly identified as an amendment. No waiver of any right or remedy will be effective unless given in writing and signed on behalf of the party making such waiver. No purchase order or other administrative document will amend the Agreement unless signed by a representative of both parties and identified as an amendment to the Agreement, even if accepted by the receiving party without objection.

The Parties may not assign any rights or delegate any duties under the Agreement without the prior, written consent of the other Party, which will not be unreasonably withheld, and any attempt to do so without consent will be void. However, no consent shall be required in the case of a Party's transfer of all or substantially all of its business or assets by merger, asset sale, or other similar transaction. The Agreement is binding upon the parties' successors and permitted assigns.

19. Insurance. With respect to performance of work under this Agreement, FirstWatch shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Schedule D (Insurance Requirements).

20. Statutory Compliance/Living Wage Ordinance.

FirstWatch agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, FirstWatch expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

**AGREED AND ACCEPTED:**

FirstWatch Solutions, Inc.

Date: 10/06/2023

By: 

Name: Todd Stout, President

Client Name and Address:

County of Sonoma  
Department of Health Services  
Coastal Valleys EMS Agency  
195 Concourse Blvd, Suite B  
Santa Rosa, CA 95403

Date: \_\_\_\_\_

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

Name: Tina Rivera

Title: Director, Department of  
Health Services

## Schedule A:

### Project Services:

- To link data sources, we require the customer to provide a unique key that exists within each data source, and in a useable format.
- Modify centrally located FirstWatch server-based processes, software and database as necessary to receive Client's data, import into FirstWatch database, and monitor for statistically-significant increases in volume or geographic clusters of calls which meet user-defined criteria.
- Provide up to fifty (50) Client-specific user login(s) and password(s) to allow up to fifty (50) simultaneous users on the FirstWatch subscriber Internet site. (Access by additional users may be purchased, and access via FirstWatch to other, 3<sup>rd</sup>-party services or tools, may be licensed separately.)
- Provide the ability for the Client to define all system included and client purchased "trigger sets" for monitoring by FirstWatch.
- Provide the Client the ability to completely replace each Trigger up to twice per Trigger per year and refinements and adjustments to existing triggers as the Client reasonably requires per any twelve (12) month period during the term.
- Provide the ability for the Client to define up to fifty (50) alert recipients for each trigger, via a combination of email, text messaging, fax, or compatible paging system.
- Provide a default "All Events" trigger with monitoring and alerts to demonstrate complete functionality of system.

### Contact Information

Licensors Contact Tax ID No: <b>05-0544884</b>	Todd Stout, President FirstWatch® 2035 Corte Del Nogal, Suite 101 Carlsbad, California, 92011	Email: admin@firstwatch.net Phone : 760-943-9123 Fax : 760-942-8329
Client Contact	James Salvante Emergency Medical Services Coordinator County of Sonoma Department of Health Services Coastal Valleys EMS Agency 195 Concourse Blvd, Suite B Santa Rosa, CA 95403	Email: James.Salvante@sonoma- County.org Phone: 707-291-2739

**Pricing:**

Client FirstWatch Pricing for Year 1				
#	Description	Qty.	Unit	Extended
1	(DS1) License* - Existing REDCOM Hexagon CAD	1	\$36,396	\$0
2	(DS1) Annual Support & Maintenance	1	\$8,007.12	\$0
3	(DS1) Installation & Configuration	1	\$2,500	\$0
4	(DS1) Data Source Integration	1	\$7,500	\$0
5	(DS1) Training/Trigger Consultation	1	\$5,500	\$5,500
6	(DS1) Project Management	1	\$5,500	\$5,500
7	(DS2) License* - Existing Coastal Valleys ImageTrend ePCR	1	\$29,117	\$0
8	(DS2) Annual Support & Maintenance	1	\$6,405.74	\$0
9	(DS2) Data Source Integration	1	\$7,500	\$0
10	Standard FirstWatch Triggers	20	\$400	\$8,000
11	Standard FirstWatch Triggers Annual Support & Maintenance	20	\$200	\$4,000
12	Custom Report Hours	40	\$225	\$9,000
13	Custom Report Hours Annual Support & Maintenance	40	\$49.50	\$1,980
14	Interactive Data Visualization (IDV) Add-Ons	2	\$2,500	\$5,000
15	IDV Annual Support & Maintenance	2	\$550	\$1,100
16	IDV Training/Consulting	1	\$1,119.20	\$1,119.20
17	Online Compliance Utility (OCU) Module	1	\$37,500	\$37,500
18	OCU Annual Support & Maintenance	1	\$8,250	\$8,250
19	Additional OCU Add-on Authority/Contractor	1	\$5,625	\$5,625
20	OCU Add-on Authority/Contractor Annual Support & Maintenance	1	\$1,237.50	\$1,237.50
21	OCU Training/Consulting	1	\$1,725	\$1,725
22	FirstPass Module	1	\$30,000	\$30,000
23	FirstPass Module Annual Support & Maintenance	1	\$6,600	\$6,600
24	FirstPass Add-On Agency	2	\$10,000	\$20,000
25	FirstPass Add-On Agency Annual Support & Maintenance	2	\$2,200	\$4,400
26	FirstPass Training/Consulting	1	\$2,000	\$2,000
27			<b>Total Price</b>	<b>\$158,536.70</b>

\* License and Maintenance costs are for monitoring Client's EMS calls. Assumptions are based on 98,400 annual incidents, and include a 'buffer' of plus or minus (±) 20% of the call volume.

**Payment Schedule:**

"Client" FirstWatch Payment Schedule – Year 1	
Project Initiation Payment: 50% >Invoiced for at Contract Execution	\$79,268.35
FirstWatch System Installation Payment: 50% >Invoiced for Project Implementation Complete	\$79,268.35

"Client" FirstWatch Payment Schedule – Years 2-5	
Annual Support & Maintenance for Year 2	\$28,394.53
Annual Support & Maintenance for Year 3	\$29,246.36
Annual Support & Maintenance for Year 4	\$30,123.75
Annual Support & Maintenance for Year 5	\$31,027.46

**Not to Exceed 5 Year Total: \$277,328.80**

**Data Source Conversion Fees:**

At least a 90-day notice of a proposed data source change for the FirstWatch OCU and FirstPass Modules and Customized Reports is *highly recommended* as it will allow both parties an opportunity to better prepare to be ready. Should less notice be given, FirstWatch will do its best to manage the required changes, but that may mean it may not be ready when needed.

**\*OCU Module**

When customer has FirstWatch OCU enhancement module LIVE and switches to new CAD system; A Data Source Re-Configuration Fee of up to \$12,000 will be required to modify and validate OCU compliance tests and automated queue-based processes as well as OCU reports against customers new CAD system data. This is in addition to a \$7,500 new Data Source Interface fee for the base FirstWatch system (for total of \$19,500), When customer has OCU live under one response time compliance contract, and their response time compliance contract requirements are changed such that the OCU must be changed, there will be a Contract Re-Configuration Fee of up to \$6,000.

**\*FirstPass Module**

When customer has FirstWatch FirstPass enhancement module LIVE and switches to new ePCR system; a FirstPass Re-Configuration Fee of up to \$12,000 will be required to modify and validate FirstPass protocol tests and automated queue-based processes and FirstPass reports against customers new ePCR system data. This is in addition to a \$7,500 new Data Source Interface fee (for total of \$19,500).

**\*Customized Report Development**

When customer has FirstWatch Customized Reports and switches to new CAD, ePCR, RMS (or other data system); a quote will be provided for the required Report Re-Configuration. This is in addition to a \$7,500 fee for each new Data Source Interface required (one each for new CAD, ePCR, RMS, etc.). Report Re-Configuration and data mapping, testing & validation is needed to confirm that all FirstWatch Report generation processes are functioning correctly against all new data sources.

## **Schedule B:**

### **FirstWatch Solutions, Inc. Business Associate Agreement Between FirstWatch Solutions, Inc. and County of Sonoma**

This Business Associate Agreement (“Agreement”) between FirstWatch Solutions, Inc. (Business Associate) and County of Sonoma (Covered Entity) is executed to ensure that Business Associate will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

#### **A. General Provisions**

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

#### **B. Obligations of Business Associate**

Business Associate will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Covered Entity without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business



Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

5. Make PHI in a designated record set available to Covered Entity and to an individual who has a right of access in a manner that satisfies Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Covered Entity, or take other measures necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
11. If Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

### **C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Covered Entity include uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Business Associate has been engaged to perform on behalf of Covered Entity.

**D. Termination**

1. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

FirstWatch Solutions, Inc.

County of Sonoma  
Department of Health Services

Signature:  \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Todd Stout

Name: Tina Rivera

Title: President

Title: Director, Department of Health Services

Date: 10/06/2023

Date: \_\_\_\_\_

## Schedule C:

### Acceptance Test Plan

The FirstWatch Acceptance Test Plan (ATP) is designed to confirm with you, our Client, that FirstWatch data integration has been completed. It is also the tool by which you will be guided through the verification process of FirstWatch Base System Acceptance. Some features and functions may vary depending on data system and type. Each commonly used functionality of the product is provided an expected result for each "test" executed. These tests assume that the data made available to FirstWatch contains the information necessary to provide the functionality to test. An example would be if the underlying data available to FirstWatch does NOT contain patient destination for an ambulance call, then FirstWatch cannot make it available for the user to view or test.

No.	Test	Expected Result	Pass = Y Fail = N	Comment
1	Navigate to the FirstWatch Subscriber Site <a href="http://subscriber.firstwatch.net">subscriber.firstwatch.net</a>	FirstWatch Subscriber Site displays	Yes / No	
2	Enter a Username and Password provided to you by FirstWatch.	Successfully log into Status Page showing a quick-view of one or more triggers	Yes / No	
3	Launch your All Calls Trigger	New window opens showing the Event List summary page	Yes / No	
4	Click a hyperlink field from one of the events in the line listing.	Page displays a drill-down of data related to incident/event selected.	Yes / No	
5	Click the View Alert Config link from the top right of the page.	Separate windows displays criteria for which this trigger will alert, or "This trigger is currently not configured for any alerts."	Yes / No	
6	Set Refresh Rate to 1 minute.	Page will reload every 1 minute. Prior to reloading a green "Reloading" bar will appear near the top left section of the page. <a href="#">Reset Refresh Rate to 20 minutes after page reloads so reloads to not interfere with ATP.</a>	Yes / No	
7	Click the Graphs link from the top of the page	The GraphIt Summary page will display	Yes / No	
8	Check the Hide Min/Max Events box above the Actual Events Graph.	Shaded area (if present) along Actual Events line will disappear.	Yes / No	
9	Check the Hide Hourly Events box above the Actual Events Graph.	Green bars along bottom axis will disappear	Yes / No	
10	Click the Maps link from the top of the page. The Map link is only present for data sets that include geo-data	Click on the filter icon and select a sub-category in the Group By dropdown. Click an incident on the map and click the Incident Detail hyperlink to launch the incident drilldown.	Yes / No	
11	Click the Layers icon and click the Top 10 Problems category	A multi-colored list of the Top 10 Problems will appear	Yes / No	
12	Click the Destination link from the top of the page. (Only present for data sets which include patient transport destination data)	Page displays a line listing of events separated by transport destination.	Yes / No	
13	Click the Analysis Tool link from the top of the page.	Page displays interactive tool for retrospective analysis.	Yes / No	

14	Specify a Start Date/Time and Stop Date/Time of the last 7 to 10 days. (Default date range will include the last 7 days). Click Event List link.	After calculations are complete, trigger will display line listing of all events for date/time range selected.	Yes / No	
15	Click GraphIt link	GraphIt summary for date/time range selected will display	Yes / No	
16	Click Maps link	Page displays MapShot of all activity for date/time range selected.	Yes / No	
17	Click the Go-Back to real-time link.	Page returns to Event list view.	Yes / No	
18	Press the Log Out button on the top right corner of this trigger.	User will be logged out and redirected to FirstWatch Subscriber site.		

**Acceptance:** *Test Plan Passed Successfully, Test Plan Conditionally Accepted or Test Plan Did Not Pass*

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*Notes:*

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**If Conditional or Rejected please specify the reason(s) in detail**

Name:

Title:

Agency:

Signature:

Date:

**When completed, please email this form to [admin@firstwatch.net](mailto:admin@firstwatch.net)**

## Schedule D

### Insurance Requirements

With respect to performance of work under this Agreement, FirstWatch shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Client reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve FirstWatch from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance
  - a. Required if FirstWatch has employees as defined by the Labor Code of the State of California.
  - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
  - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
  - d. Required Evidence of Insurance:** Certificate of Insurance.

If FirstWatch currently has no employees as defined by the Labor Code of the State of California, FirstWatch agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance
  - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
  - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If FirstWatch maintains higher limits than the specified minimum limits, Client requires and shall be entitled to coverage for the higher limits maintained by FirstWatch.
  - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by Client. FirstWatch is responsible for any deductible or self-insured retention and shall fund it upon Client's written request, regardless of whether FirstWatch has a claim against the insurance or is named as a party in any action involving the Client.
  - d. "County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the FirstWatch in the performance of this Agreement.
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and FirstWatch and include a “separation of insureds” or “severability” clause which treats each insured separately.

***h. Required Evidence of Insurance***

- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If FirstWatch currently owns no autos, FirstWatch agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

***d. Required Evidence of Insurance:*** Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by Client.

c. If FirstWatch’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:

- i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
- ii. Claims against FirstWatch arising from the negligence of FirstWatch, FirstWatch’s employees and FirstWatch’s subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

***f. Required Evidence of Insurance:*** Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best’s rating of at least A:VII.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. FirstWatch agrees to maintain current Evidence of Insurance on file with Client for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:  
**County of Sonoma, its Officers, Agents, and Employees**  
**Attn: DHS – Contract & Board Item Development Unit**  
**1450 Neotomas Avenue, Suite 200**  
**Santa Rosa CA 95405**  
**Email: DHS-Contracting@sonoma-county.org**
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. FirstWatch shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

FirstWatch's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If FirstWatch fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Client, at its sole option, may terminate this Agreement and obtain damages from FirstWatch resulting from said breach. Alternatively, Client may purchase the required insurance, and without further notice to FirstWatch, Client may deduct from sums due to FirstWatch any premium costs advanced by Client for such insurance. These remedies shall be in addition to any other remedies available to Client.