

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.15
(ID # 5413)

MEETING DATE:

Tuesday, September 26, 2017

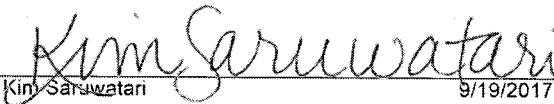
FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and execute Amendment #6 to renew the Agreement with Live Process for Professional Annual Subscription and Regional Coordinator License. [All Districts] [\$ N/A]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute Amendment #6 to renew the Agreement with LiveProcess for Professional Annual Subscription and Regional Coordination License not to exceed \$141,735 annually for the period of July 1, 2017 to June 30, 2022; and,
2. Authorize the Purchasing Agent to sign amendments to this Agreement, approved by County Counsel, that make ministerial changes and do not exceed the maximum amount or performance period as approved.

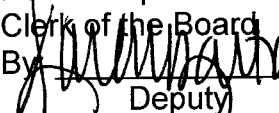
ACTION:


Kim Sarswatari 9/19/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: September 26, 2017
xc: EMD, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
			Budget Adjustment: No	
			For Fiscal Year: 17/18-21/22	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The integrated Emergency Preparedness Communications, Incident Management and Compliance software provided by LiveProcess enables a streamline solution to addressing Emergency Management in all four phases: mitigation, preparedness, response and recovery; including NIMS/ICS regulatory obligations, Joint Commission requirements and accreditation metrics.

The Board of Supervisors approved the single source purchase on August 29, 2017, item 3.62, for the period July 1, 2017 to June 30, 2022, not to exceed \$141,735 annually. Inadvertently, the amendment for the renewal to extend the period of performance of the existing agreement was not submitted to the Board of Supervisors for ratification. EMD is now submitting the amendment renewing the LiveProcess agreement for the period July 1, 2017 through June 30, 2022 for execution by the Chairperson.

LiveProcess is health care specific and has been implemented by 18 hospitals, RUHS-Care Clinics (10), Clinicas de Salud del Pueblo (4), Emergency Management Department (EMD) and other healthcare facilities. Continuing the service is essential for continuity and the investment in training provided.

During emergency activations, EMD utilizes LiveProcess as the main method for sharing information, coordinating resources and operations with healthcare facilities.

Impact on Residents and Businesses

LiveProcess provides an efficient method to notify staff, partners, or others to activate the Incident Command System as needed during emergencies.

SUPPLEMENTAL:

Additional Fiscal Information

Expenses are included in the Hospital Preparedness Program FY 17/18 budget.

COUNTY OF RIVERSIDE
AMENDMENT NO. 6 TO THE AGREEMENT
WITH
LiveProcess, Inc.

Original Contract Term:	July 1, 2012 through June 30, 2017
Contract Term Extended To:	June 30, 2022
Effective Date of Amendment:	July 1, 2017
Original Annual Maximum Contract Amount:	\$139,730
Amended Annual Maximum Contract Amount:	\$141,735

Contract ID: HSARC-20943-001-06/22

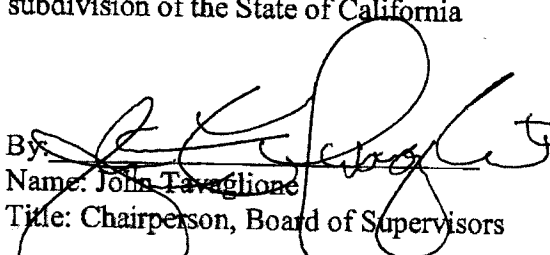
The Agreement between County of Riverside (COUNTY) and LiveProcess Corporation (CONTRACTOR), entered into as of July 1, 2012, is now being extended for an additional five years and is amended as follows:


1. Section 2 "Period of Performance" is deleted in its entirety and replaced with the following:
"This Agreement shall be effective July 1, 2017 and continues in effect through June 30, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement."
2. Exhibit A (Scope of Service) is deleted in its entirety and replaced with the attached Exhibit A-1.
3. Exhibit B (Payment Provisions) is deleted in its entirety and replaced with the attached Exhibit B-1.
4. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

LiveProcess, Inc.
227 Chelmsford St.
Chelmsford, MA 01824

By: 
Name: John Tavecione
Title: Chairperson, Board of Supervisors

By: 
Name: Brian Le Blanc
Title: Chief Financial Officer

Dated: SEP 26 2017

Dated: 9/19/2017

SEP 26 2017 3.15

ATTEST:
KEVIN HARPER, JEM Clerk
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  9/20/17
MARSHAL L. VICTOR DATE

EXHIBIT A-1
SCOPE OF SERVICE

1.0 CONTRACTOR shall provide an Emergency Incident Management System (EIMS) through the LiveProcess Enterprise Annual Subscription, regional coordination license, and support services.

1.1 The **LiveProcess Enterprise Subscription** is intended for emergency management purposes only and includes:

1.1.1 Access to planning, response and compliance features of the platform as well as extended contact information (ECI) capability. Features include:

1.1.1.1 Coordination and tracking of resource availability

1.1.1.2 Log of events, viewable by healthcare facilities and EMD personnel in order to determine event status, request resources, flag action items, etc.

1.1.1.3 Automatic notification of personnel to fill roles and assignments within Hospital Incident Command System (HICS)

1.1.1.4 Sufficient capacity for managing bed availability and hospital resources during times of high demand

1.1.2 Integration with existing County systems such as ReddiNet, WebEOC, Triage Tracker, FirstWatch and ImageTrend

1.1.3 Resource library for sharing documents and plans

1.1.4 After Action Report (AAR) to aid in effective improvements to the overall emergency response system after a drill/exercise or real event

1.1.5 On-site, remote and Web-Ex training

1.1.6 Ability to create, develop and assign surveys

1.1.7 Data Security and HIPAA compliance; encryption of shared data and information; and unique passwords and logins for each user

1.1.8 The **number of facilities** by licensed bed count included in the Annual LiveProcess Enterprise Subscription (as of July 1, 2017):

50 to 350 beds	13
Greater than 350 beds	4
Clinics / Agencies	5

1.2 **LiveProcess Coordinator Facility** (Regional coordinating license for 11-25 facilities) includes:

1.2.1 Access and use of a regional coordinating version of the LiveProcess platform

1.2.2 Consolidation of community data

1.2.3 Compliance reporting

1.2.4 Unlimited notification of usage for the coordinating entity (EMD)

1.2.5 Executive dashboards

1.2.6 Implementation, training, and updates

1.2.7 Support and maintenance

1.3 Support Services

- 1.3.1 Unlimited support during normal business hours (9:00 am – 5:00 pm EST)
Monday through Friday
- 1.3.2 Unlimited eLearning courses
- 1.3.3 GoLive newsletter subscription
- 1.3.4 Critical support 24/7/365.

EXHIBIT B-1

PAYMENT PROVISIONS

- 1.0 CONTRACTOR shall provide an Emergency Incident Management System (EIMS) through the LiveProcess Enterprise Annual Subscription, regional coordination license, and support services.

1.1 The LiveProcess Enterprise Subscription

Description	List Price	Quantity	Line Subtotal	Discount (%)	Line Total
>50 to 350 Beds	\$15,000	13	\$195,000	57%	\$83,850
Greater than 350 Beds	\$20,000	4	\$80,000	57%	\$34,400
Clinics / Agencies	\$2,000	5	\$10,000	59%	\$4,100

1.2 LiveProcess Coordinator Facility (regional coordinating license for 11-25 facilities

Description	List Price	Quantity	Line Subtotal	Discount (%)	Line Total
11 to 25 Facilities	\$35,000	1	\$35,000	100%	\$0

1.3 LiveProcess Unlimited Notification: Available for Enterprise license (annual occurring fees)

Description	List Price	Quantity	Line Subtotal	Discount (%)	Line Total
Clinics / Agencies	\$2,000	1	\$2,000	na	\$2,000

1.4 Support Services

- 1.4.1 Unlimited support during normal business hours (9:00 am – 5:00 pm EST)
Monday through Friday
- 1.4.2 Unlimited eLearning courses
- 1.4.3 GoLive newsletter subscription
- 1.4.4 Critical support 24/7/365.

Description	List Price	Quantity	Line Subtotal	Discount (%)	Line Total
10% of annual list price subscription	\$285,000	10%	\$28,500	39%	\$17,385

- 1.5 Payment Schedule: Annual amount to be paid in advance upon receipt of an itemized invoice to be received July 1st of each fiscal year, net 30 days:

Fiscal Year	Annual Amount
Fiscal Year July 1, 2017 – June 30, 2018	\$141,735
Fiscal Year July 1, 2018 – June 30, 2019	\$141,735
Fiscal Year July 1, 2019 – June 30, 2020	\$141,735
Fiscal Year July 1, 2020 – June 30, 2021	\$141,735
Fiscal Year July 1, 2021 – June 30, 2022	\$141,735
5 Year Contract Total:	\$708,675