

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



**ITEM: 3.15  
(ID # 13025)**

**MEETING DATE:**  
Tuesday, August 25, 2020

**FROM:** EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve Amendment No. 3 to the Agreement with FirstWatch Solutions, Inc. for the Emergency Purchase of Additional System License, BioSense/Essence Integration, Annual Support and Maintenance, Triggers and Report Development, [Districts: All]. [Total \$152,124 for FY19/20] [100% Federal Funding]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve Amendment No. 3 to the Professional Service Agreement No. 11-114 with FirstWatch Solutions, Inc. for the emergency purchase of additional system license, BioSense/Essence integration, annual support and maintenance, triggers and customized report development to increase the contract amount by \$152,124 from \$238,101 to \$390,225, and authorize the Chairman of the Board to execute the Amendment on behalf of the County.

**ACTION:**


  
Ramon A. Lech, DEPUTY DIRECTOR OF EMERGENCY MGMT DEPT 8/6/2020

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: Jeffries  
Date: August 25, 2020  
xc: EMD

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
<b>COST</b>	\$ 0	\$ 0	\$0	\$
<b>NET COUNTY COST</b>	\$	\$	\$	\$
<b>SOURCE OF FUNDS: 100% Federal Funding</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20</b>	

**BACKGROUND:**

**Summary**

A Public Health emergency was declared by the Public Health Officer, Dr. Cameron Kaiser on March 8, 2020 due to the novel coronavirus (CoVID 19). The County of Riverside proclaimed a local emergency on March 10, 2020. The Medical Health Department Operations Center was activated to respond and develop plans to mitigate the effect of the virus in the county.

The team of epidemiologists were manually processing data from the BioSense/Essence database, provided by the Centers for Disease Control and Prevention (CDC). The BioSense platform integrates electronic health data from emergency departments, inpatient healthcare settings and laboratories. FirstWatch, which is used by the Emergency Management Department (EMD) for syndromic surveillance and data analysis, was asked to do an integration with BioSense/Essence so that the data could be processed and analysed in a timely manner. FirstWatch could also provide triggers to track trends and create reports to increase situational awareness.

The MHDOC made an emergency purchase after a quote was received from FirstWatch. FirstWatch offered a discount and prepaid annual support and maintenance (ASM). The initial cost of \$152,124 was paid in two installments in FY19/20, 50% at initiation of the project and 50% upon completion.

The integration with BioSense/Essence requires the pre-existing FirstWatch system administered by EMD. Therefore, it is an amendment to the Agreement 11-114, and not a stand alone purchase.

**Contract History and Price Reasonableness**

The County of Riverside, on behalf of its Emergency Management Department (EMD) entered into an agreement with FirstWatch Solutions, Inc., ratified by the Board of Supervisors on September 13, 2011 (agenda item 3.30), for its FirstWatch Real Time Early Warning System to monitor real-time situational awareness, conduct data analysis and bio-surveillance. The Sole Source No. 17-026 and Amendment No. 1 were approved by the Purchasing Agent, to extend the agreement for 5 years, through 2021. The Board of Supervisors approved Amendment No. 2 (June 26, 2018, item 3.29), the addition of the FirstPASS quality enhancement module,

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

including support and maintenance, to establish an automated performance improvement system using the existing ImageTrend ePCR data.

The attached amendment has been approved as to legal form by County Counsel.

**Impact on Residents and Businesses**

The integration with the BioSense/Essence and the use of FirstWatch to survey the data and alert the epidemiologists to trends that are happening will improve their ability to respond to the COVID-19 crisis in a rapid and consistent manner.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

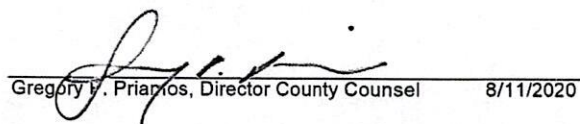
FirstWatch has given EMD a lower partnership cost, since EMD already uses Real-Time Early Warning System. For the BioSense/Essence integration, half of the initial cost and support/maintenance was paid up front, and half at "go-live". In addition, support and maintenance costs for 4 additional years were paid up front with no price increase. CARES funding will cover the costs of the initial license, integration, installation, configuration and ASM for BioSense/Essence as the acquisition was in response to the COVID 19 pandemic. Public Health will cover the cost of the prepaid ASM with federal grant funding because this will not be covered by CARES funding, as services extend beyond December 31, 2020.

Fiscal Year	Current System (approved SSJ 18-219)	BioSense/Essence Integration (CoVID-19)	Total New Cost
19/20	44,445 (paid)	152,124	152,124

**ATTACHMENTS:**

Amendment No. 3 to Agreement 11-114 with FirstWatch Solutions, Inc., dba FirstWatch  
Emergency Purchase Sole Source Justification #20-132

  
Teresa Summers, Director of Purchasing 8/10/2020

  
Gregory V. Priamos, Director County Counsel 8/11/2020

COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE AGREEMENT  
WITH  
FIRSTWATCH SOLUTIONS, INC.

---

Original Contract Term:	February 15, 2012 through June 30, 2016
Effective Date of Amendment:	March 10, 2020
Amended Maximum Contract Amount:	\$390,225 (through June 30, 2021)
Contract ID:	EM-11-114

This Third Amendment to the Professional Service Agreement (the "Agreement") is entered into by and between the County of Riverside, a political subdivision of the State of California ("COUNTY") and FirstWatch Solutions, Inc., dba FirstWatch, a California corporation ("CONTRACTOR").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into the Agreement (also identified as Contract No. 11-114) to monitor real-time situational awareness, conduct data analysis and provide bio-surveillance for the COUNTY on behalf of its Emergency Management Department;

WHEREAS, the Agreement, entered into as of February 15, 2012, was first amended on July 1, 2016 for an additional five year term, to expire on June 30, 2021, and was second amended on June 26, 2018, to increase the number of licenses and acquire FirstPASS to meet the needs of the EMS System; and

WHEREAS, COUNTY, due to the Coronavirus pandemic, made an emergency purchase of the integration with the BioSense/Essence platform of the Centers for Disease Control and Prevention which CONTRACTOR performed, including custom reports and triggers to assist Public Health officials to monitor and respond effectively to the pandemic.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The above recitals are true and correct.
2. Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:  
  
"COUNTY shall pay CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B-4, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three hundred ninety thousand two hundred twenty five dollars (\$390,225), including all expenses."
3. Exhibit A-2 (Scope of Service) of the Agreement is deleted in its entirety and replaced with the attached Exhibit A-3.

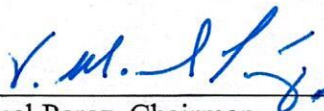
COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE AGREEMENT  
WITH  
FIRSTWATCH SOLUTIONS, INC.

---

4. Exhibit B-3 (Payment Provisions) of the Agreement is deleted in its entirety and replaced with the attached Exhibit B-4.
  
5. All other terms and conditions of the Agreement not modified herein shall remain unchanged and in effect. If any provisions of this Third Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either party.
  
6. This Third Amendment shall be effective March 10, 2020.


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

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

By:   
V. Manuel Perez, Chairman  
Board of Supervisors

Dated: AUG 25 2020

**FirstWatch Solutions, Inc.**, dba FirstWatch

By:   
Todd Stout  
President

Dated: 07/20/2020

ATTEST:  
Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel

## EXHIBIT A-3

## SCOPE OF SERVICE

CONTRACTOR agrees:

1. To continue to provide support and maintenance services to the following products on an annual basis:
  - a. Real-Time Early Warning System: Data Source 1 (DS1) – TriTech CAD
  - b. Module – Transfer of Care (TOC)
  - c. Module – Performance Plus Enhancement (PPE)
2. To provide data source conversion for “AMR Riverside Data Source 2 (DS2) – Meds” to “DS2 – ImageTrend ePCR” by January 2017
3. To provide prorated maintenance services for “DS2 – ImageTrend” from January 14, 2017 to June 30, 2017, and annually thereafter.
4. To transfer administrative rights for the Online Compliance Utility (OCU) module from AMR to REMSA by November 19, 2016, including 15 OCU triggers currently configured in the system.
5. As of June 2018, increase existing “DS2 – ImageTrend ePCR” system license from 144,000 Calls For Service (CFS) to 500,000 CFS to accommodate full implementation of ImageTrend ePCR with all EMS partners.
6. To install and configure FirstPASS Module with Standard Protocol, Clinical Triggers and Reporting Bundle. Description: 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.
7. To provide support and maintenance services to the following products on an annual basis, in addition to the products listed in #1:
  - a. ImageTrend ePCR: Data Source 2 (DS2) up to 500,000 CFS
  - b. Module - FirstPASS

8. Per Amendment 3, effective March 10, 2020, to integrate with BioSense/Essence (hereafter identified as “Data Source 3” or “DS3”) and provide Standard Triggers and Report Development, which includes the following:
  - a. DS3 BioSense/Essence (minimum prerequisite of base FirstWatch system that includes Data Source 1)
    - i. DS3 System License/Data Storage
    - ii. DS3 Data Source Integration
    - iii. DS3 Data Storage Annual Support & Maintenance (ASM)
    - iv. Installation/Configuration
  - b. Triggers and Report Development
    - i. Standard FirstWatch Triggers (20)
    - ii. Standard FirstWatch Triggers ASM
    - iii. Customized FirstWatch Reports Development (40 hours)
    - iv. Customized FirstWatch Reports ASM
  - c. Prepaid Annual Support & Maintenance after Year 1 (Yrs 2-5)
    - i. FirstWatch is providing prepaid ASM at the same rate as Year 1 for Years 2-5.
    - ii. At end of this period, the ASM rate is subject to a rate increase not to exceed 3% annually.

## EXHIBIT B-4

## PAYMENT PROVISIONS

CONTRACTOR shall be entitled to receive payment for those fees relative to the products to be purchased by COUNTY under the conditions of this agreement as follows:

1. **Pricing** - Data conversion and annual support renewal fees will be as follows:

Item	Description	Qty	2017/18	2018/19	2019/20	2020/21
DS Conv	ImageTrend ePCR	1				
Maint	DS1 – Trittech CAD	1	13,735.07	14,147.12	14,571.54	15,008.68
Maint	DS2 - ImageTrend	1	7,090.71			
Software Maint	TOC Module	1	3,300	3,300	3,300	3,300
Software Maint	Performance Plus Module	1	550	550	550	550
Software Maint	OCU Module	1	4,400	4,400	4,400	4,400
Triggers	OCU – 15@\$200/each	15	3,000	3,000	3,000	3,000
	<b>SUBTOTAL</b>		<b>32,075.78</b>	<b>25,397.12</b>	<b>25,821.54</b>	<b>26,258.68</b>

2. **Additional Pricing (Amendment No. 2)** – Volume adjustment for DS2 (from 144,000 to 500,000 records per year) and purchase of First Pass Module (April 2018):

Item	Description	Qty	2017/18	2018/19	2019/20	2020/21
Maint	DS2 – ImageTrend Add'l License (500K)	1	52,188			
Maint	DS2 - ImageTrend	1		11,481	11,825.43	12,180.19
Software	First Pass Module (install/config)	1	15,000	15,000		
Software Maint	First Pass	1	3,300	3,300	6798	7001.04
Credit	MEDs Integration credit		(9,527)			
	<b>SUBTOTAL</b>		<b>60,961</b>	<b>29,781</b>	<b>18,623.43</b>	<b>19,182.13</b>
	<b>TOTAL</b>		<b>93,036.78</b>	<b>55,178.12</b>	<b>44,444.97</b>	<b>45,440.81</b>



- 3. Additional Pricing (Amendment No. 3, March 12, 2020) – Data Source 3 (DS3)**  
integration with BioSense/Essence; purchase of additional Triggers and custom report development; annual support and maintenance (ASM) prepaid for yrs 2-5:

Item	Description	Qty	2017/18	2018/19	2019/20	2020/21
Integration	DS3 – BioSense/ Essence License/ Data Storage	1			53,011	
Maint	DS3 – Data Storage ASM	1			11,662.42	
Install	DS3 (install/config)	1			2,500	
Integration	DS3 Integration	1			7,500	
Triggers	Standard Triggers	20			4,000	
Maint	Triggers	20			2,000	
Dev't	Customized Reports development hrs	40			8,000	
Maint	Customized Reports ASM	40			1,760	
Maint	Prepaid ASM Yrs 2-5	4			61,689.68	
	<b>Amendment 3 SUBTOTAL</b>				<b>152,123.10</b>	
	<b>Contract TOTAL</b>		<b>93,036.78</b>	<b>55,178.12</b>	<b>196,568.07</b>	<b>45,440.81</b>

**4. Invoice:**

- 2.1 COUNTY agrees to pay invoice submitted by CONTRACTOR as per requirements in item 2.2 below, as soon as reasonable in accordance with County policy and procedures. Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors which were present on such invoice and/or from taking a set off in the amount of such error from any amount the COUNTY still owes CONTRACTOR.
- 2.2 Invoice shall itemize actual expense incurred, CONTRACTOR's name and address, date, Purchase Order Number (to be assigned after execution of agreement) and original signature of CONTRACTOR.
- 2.3 CONTRACTOR shall submit annual invoice to the following address for processing:
- Emergency Management Department  
EMS Agency  
Fiscal Division, Accounts Payable  
4210 Riverwalk Parkway Suite 300  
Riverside, CA 92505  
Email: EMDFiscal@rivco.org

5. Compensation payable to CONTRACTOR by COUNTY shall not exceed three hundred ninety thousand two hundred twenty five dollars (\$390,225) including all expenses.

///

## EMERGENCY JUSTIFICATION

This questionnaire has been designed to assist County of Riverside staff in providing information necessary in the processing of emergency requests for the purchase of goods, services, or equipment. Please complete and forward to Central Purchasing.

If more space is needed, please attach additional page(s).

Emergency procurement shall be defined as a sudden and/or unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss of impairment of life, health, property, or essential public services. (Please attach itemized quote or invoice if available).

Agency/Department: EMD Total Dollar Amount: \$152,123.10

Vendor Name: FirstWatch Vendor #:

Date of Incident: COVID-19 Continuing Location of Incident:

*March 10, 2020*

1. State the goods, services, or equipment which will mitigate the emergency situation:

FirstWatch can integrate with the CDC's BioSense/Essence database to pull data relevant to Riverside County and do data analysis, which is currently done manually by Public Health.

2. State the reason for the emergency purchase by explaining what the emergency is and/or what caused the emergency situation:

The rapidly changing situation of COVID 19 needs fast response and data analysis to stay on top of the trends in our county and to plan appropriate measures.

3. State the financial or operational damage/risk that will occur if needs are not satisfied immediately:

Rapid access to trends and real-time data can save lives.

4. State why the needs were not or could not be anticipated, so that the goods/services could have been purchased following standard procedures:

COVID 19 could not be anticipated and the Medical/Health Department Operation Center (MHDOC) recognized the utility of enhancing an existing resource to improve operations. *Request processed through EOC Logistics*

5. State the reason and process used for selecting the vendor (Attach all quotes/proposals received, if applicable):

**EMERGENCY JUSTIFICATION**

This questionnaire has been designed to assist County of Riverside staff in providing information necessary in the processing of emergency requests for the purchase of goods, services, or equipment. Please complete and forward to Central Purchasing.

If more space is needed, please attach additional page(s).

FirstWatch is used by REMSA and the base system is necessary for the addition of the integration with BioSense/Essence database



**Department/Asst. or Deputy Head Signature**

**Title:** Deputy Director

**Date:** 7/2/20

**Purchasing Department Comments:**

Purchase was processed by EOC Logistics in March 2020 when the MHDOC was activated.

Approve

Approve with Condition/s

Disapprove



**Purchasing Agent**

7/6/20  
**Date**

20-132  
**SSJ Approval #**

You will need a Sole Source Justification (SSJ) control number for this emergency purchase. Only the Director of Purchasing, Assistant Director or Purchasing Manager can approve the SSJ control number.