

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



**ITEM: 3.14
(ID # 15451)**

MEETING DATE:
Tuesday, June 29, 2021

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approval and Execution of Amendment No. 4 to the Agreement with FirstWatch Solutions, Inc. for the Extension of the Agreement for Five (5) Years, Integration with ReddiNet, and Purchase of Custom Report Development Hours, without seeking competitive bids, All Districts. [Total cost \$329,039; up to \$25,000 annually in additional compensation - 100% EMS Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 4 to the Professional Services Agreement with FirstWatch Solutions, Inc. for Real Time Early Warning System without seeking competitive bids to increase the aggregate amount by \$329,039 from \$390,225 to \$719,264, extend the contract term for five (5) additional years through June 30, 2026, and authorize the Chairman of the Board to execute the Amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved-as-to-form by County Counsel to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of \$25,000 annually.


ACTION:


Ramon A. Leon, DEPUTY DIRECTOR OF EMERGENCY MGMT DEPT 8/8/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 29, 2021
xc: EMD

Kecia Harper
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	\$ 0	\$ 84,151	\$ 329,039	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: 100% EMS Funds			Budget Adjustment: No	
			For Fiscal Year(s):21/22-25/26	

CEO Recommendation: Approve

BACKGROUND:

Summary

The County of Riverside, on behalf of its Emergency Management Department (EMD) entered into the Agreement with FirstWatch Solutions, Inc., effective February 15, 2012, for its Real Time Early Warning System to monitor real-time 9-1-1 emergency medical response situational awareness. With Amendment No. 1, the Purchasing Agent extended the Agreement for a new five (5) year term, and the Board of Supervisors approved enhancements to the system with Amendment No. 2 (June 26, 2018, agenda item 3.29). With Amendment No.3, ratified by the Board on August 25, 2020, item 3.15, FirstWatch did an integration with Biosense to provide Public Health with the ability to run reports in a timely manner in response to the pandemic. With Amendment No. 4, EMD is seeking to extend the term of the Agreement for five years, from July 1, 2021 to June 30, 2026, and to add an integration with Reddinet, a real-time application system which communicates daily hospital census to EMD. Reddinet is used during disasters including the COVID-19 surge, to help monitor, manage, and communicate with EMD resource needs at hospitals. Outside of disaster management, Reddinet is used ongoing to notify the 9-1-1 Emergency Medical Services (EMS) system when a hospital is on diversion and cannot accept 9-1-1 transports. The newly proposed Reddinet integration with Firstwatch will allow real-time analysis and enhanced notification on hospital capacity and creates a single platform for hospitals and the EMS system to communicate this information electronically. In addition, custom report development hours are being requested to automate data collection processes and will be used on an as-needed basis.

The following products will be added to the current configuration:

- Data Source 4 (DS4) – Integration with Reddinet
- Additional Annual Support and Maintenance for DS4

This purchase has been approved by TSOC and County Purchasing. The attached amendment has been approved as to legal form by County Counsel.

Impact on Residents and Businesses

FirstWatch gives EMD the ability to monitor and detect EMS system problems rapidly, consistently and automatically.

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Contract History and Price Reasonableness

The Riverside County Emergency Medical Services Agency (REMSA) worked with FirstWatch to develop robust tools that provide situational awareness in real time. REMSA has been able to add modules to the base system as needed, which has kept costs down. The price is reasonable given that FirstWatch has offered EMD a lower partnership cost and has not increased on-going maintenance costs. Firstwatch is a sole source vendor as they are the only known vendor in Southern California able to establish automated data integrations for various external emergency related data sources for real-time analytics and notifications.

SUPPLEMENTAL:

Additional Fiscal Information

FirstWatch has given EMD a lower partnership cost, since EMD already uses Real-Time Early Warning System. Because FirstWatch has established a Reddinet connection for emergency management in another county, proof of concept has been established, and the cost of renewal to include it for Riverside County minimized. The estimated cost for each Fiscal Year is as follows:

FY21/22: \$84,151

FY22/23: \$55,232

FY23/24: \$56,551

FY24/25: \$57,910

FY25/26: \$75,195

The contingency requested in Motion 2 will allow for purchase of additional custom report development hours, if needed.

ATTACHMENTS:

Amendment No. 4 to Agreement 11-114 with FirstWatch Solutions, Inc., dba FirstWatch
Sole Source Justification EMARC No.22-003, approved by County Purchasing

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


Tina Grande, Director of Purchasing and Fleet Services 6/9/2021


Cherilyn Williams 6/9/2021


Gregory V. Priamos, Director County Counsel 6/9/2021


Melissa Cushman 6/9/2021


Jim Smith, Chief Information Officer 6/9/2021

COUNTY OF RIVERSIDE
AMENDMENT NO. 4 TO THE AGREEMENT
WITH
FIRSTWATCH SOLUTIONS, INC.

Original Contract Term:	February 15, 2012 through June 30, 2016
Contract Term Extended To:	July 1, 2021 through June 30, 2026
Effective Date of Amendment:	July 1, 2021
Original Maximum Contract Amount:	\$390,225
Amended Maximum Contract Amount:	\$719,264
Contract ID:	EM-11-114

This Fourth 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. EM-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 was third amended for an emergency integration with the BioSense/Essence platform of the Centers for Disease Control and Prevention, including custom reports and triggers, to assist with the response to the Coronavirus pandemic; and

WHEREAS, COUNTY, desires to extend the Agreement for a five (5) year term through June 30, 2026, and add bi-directional ReddiNet integration and custom report development hours for development of automated data processing.

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-5, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed seven hundred nineteen thousand two hundred sixty four dollars (\$719,264), including all expenses."

COUNTY OF RIVERSIDE
AMENDMENT NO. 4 TO THE AGREEMENT
WITH
FIRSTWATCH SOLUTIONS, INC.

3. Exhibit A-3 (Scope of Service) of the Agreement is deleted in its entirety and replaced with the attached Exhibit A-4.
4. Exhibit B-4 (Payment Provisions) of the Agreement is deleted in its entirety and replaced with the attached Exhibit B-5.
5. All other terms and conditions of the Agreement not modified herein shall remain unchanged and in effect. If any provisions of this Fourth 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 Fourth Amendment shall be effective July 1, 2021.

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: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: JUN 29 2021

FirstWatch Solutions, Inc., dba
FirstWatch

By: Todd Stout
Todd Stout
President

Dated: 06/08/2021

ATTEST:
Kecia Harper
Clerk of the Board

By: Yvonne Russo
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Melissa R. Cushman
Melissa R. Cushman
Deputy County Counsel

September 13, 2011 – Agenda #3.30
Form #116-311 Revision Date: 01/13/2016

EXHIBIT A-4
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)
 - d. Image Trend ePCR: Data Source 2 (DS2) – 500,000 Calls for Service (CFS)
 - e. Module – Online Compliance Utility (OCU)
 - f. Trigger – OCU – 15 triggers at \$200/trigger
2. 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.
3. To provide support and maintenance services to the following products on an annual basis, in addition to the products listed in #1:
 - a. Module - FirstPASS
4. 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.
5. Per Amendment 4, effective July 1, 2021, to provide the following:
- a. Integrate with ReddiNet (hereafter identified as "Data Source 4" or "DS4"), and to provide annual support and maintenance services;
 - b. Develop custom reports at the direction of REMSA, and provide ASM for said reports. REMSA will pay only for custom report development hours used and the equivalent ASM.

EXHIBIT B-5

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	2021/22	2022/23	2023/24	2024/25	2025/26
Maint	DS1 - Tritech	1	15,459	15,923	16,400	16,892	17,400
Maint	DS2 - ImageTrend	1	12,546	12,922	13,310	13,709	14,120
Software	TOC Module	1	3,300	3,300	3,300	3,300	3,300
Software	Performance Plus Module	1	550	550	550	550	550
Software	OCU Module	1	4,400	4,400	4,400	4,400	4,400
Triggers	OCU - 15 @ \$200/each	15	3,000	3,000	3,000	3,000	3,000
Software	First Pass	1	0	6,798	7,002	7,212	7,428
SUBTOTAL			39,255	46,893	47,962	49,063	50,198

2. **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 by Department of Public Health (DOPH) for yrs 2-5 (21/22-24/25):**

Item	Description	Qty	2021/22	2022/23	2023/24	2024/25	2025/26
Maint	DS3 - Data Storage ASM	1	11,662.42	11,662.42	11,662.42	11,662.42	12,013
Maint	Triggers - @ \$100 each (DOPH)	20	2,000	2,000	2,000	2,000	2,060
Dev't	Customized Reports development hrs	40	(Prepaid 2020)				
Maint	Customized Reports ASM	40	Prepaid \$1,760	Prepaid \$1,760	Prepaid \$1,760	Prepaid \$1,760	1,813
SUBTOTAL			0	0	0	0	15,885

3. Additional Pricing (Amendment No. 4) – Data Source 4 (DS4) integration with ReddiNet; purchase of custom report development hours; annual support and maintenance (ASM):

Item	Description	Qty	2021/22	2022/23	2023/24	2024/25	2025/26
DS Integration	DS4 – ReddiNet (34 Hours @ \$200)	1	6,800				
Maint	DS4 - ASM	1	1,496	1,541	1,587	1,635	1,684
Dev't	Customized Reports development hrs (\$200/hr)	150	30,000				
Maint	Customized Reports ASM (\$44/hr)	150	6,600	6,798	7,002	7,212	7,428
	Amendment 4 SUBTOTAL		44,896	8,339	8,589	8,847	9,112
	FY21/22 – FY25/26 TOTAL:		84,151	55,232	56,551	57,910	75,195

4. Invoice:

- 4.1 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.
- 4.2 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.
- 4.3 CONTRACTOR shall submit annual invoice by email or to the following address for processing:

Emergency Management Department
 EMS Agency
 Fiscal Division, Accounts Payable
 450 E. Alessandro Blvd.
 Riverside, CA 92508
 Email: EMDFiscal@rivco.org

5. **Maximum Compensation:** For the contract term of July 1, 2021 to June 30, 2026, compensation payable to CONTRACTOR by COUNTY shall not exceed three hundred twenty nine thousand and thirty nine dollars (\$329,039), including all expenses.

///



Bruce Barton
Director

Date: May 24, 2021
 From: Ramon Leon, Deputy Director of Emergency Management Department
 To: Board of Supervisors/Purchasing Agent
 Via: Renee Poselski 951-358-5864
 Subject: Sole Source Procurement; Extend for Five Years; Add ReddiNet Integration and Report Development Hours; approve contingency.

1. **Supplier being requested:** FirstWatch

2. **Vendor ID:** 0000064803

3. ☐ **Single Source** ☒ **Sole Source**

(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*

☒ **Yes** ☐ **No**

SSJ# 18-219; 20-132 (COVID)

4a. **Was the request approved for a different project?**

☒ **Yes** ☐ **No**

5. **Supply/Service being requested:**

(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

FirstWatch is an essential tool for the EMS System. It provides syndromic surveillance and situational awareness monitoring. The system is now integrated with the Center for Disease Control (CDC) BioSense/Essence database and Public Health benefits from the automation

of data processing in tracking response to COVID 19; Currently, EMD is requesting report development hours and integration with ReddiNet, which gives status of available hospital beds.

The base FirstWatch system is required for the additional ReddiNet integration and to maintain the integration with Biosense. The current EMD FirstWatch agreement is authorized through FY20/21 and EMD would like to extend for five (5) years, through June 30, 2026.

6. **Unique features of the supply/service being requested from this supplier.** *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

FirstWatch is used by the Emergency Management Department (EMD) to monitor real-time situational awareness, conduct data analysis and bio-surveillance, and by Public Health to automate the process previously done manually by the epidemiologists and provide real-time reports to help track the spread of the coronavirus and other indicators. These are essential functions that need the FirstWatch base system operational.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** The integration with Reddinet and custom reports will strengthen the County's response to the pandemic and other emergencies by providing timely information and automating the process.

8. **Period of Performance:** From: 7/1/2021 to 6/30/2026
(total number of years)

Is this an annually renewable contract? ☒ No ☐ Yes
Is this a fixed-term agreement: ☐ No ☒ Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

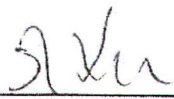
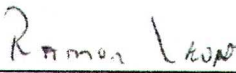
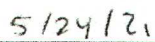
9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	YR 1 FY21/22	YR 2 FY22/23	YR 3 FY23/24	YR 4 FY24/25	YR 5 FY25/26	Total
One-time Costs:						
Data Source (DS 4) Integration ReddiNet	6,800.00					6,800.00
Report Development Hours (150 @ \$200)	30,000.00					30,000.00
Ongoing Costs:						
ReddiNet DS4 Maintenance (ASM)	1,496.00	1,540.88	1,587.11	1,634.72	1,683.76	7,942.47
Custom Report ASM	6,600.00	6,798.00	7,001.94	7,212.00	7,428.36	35,040.30
BioSense DS3 ASM extend for 1 year	Prepaid	Prepaid	Prepaid	Prepaid	15,885.09	15,885.09
<i>Extend ongoing costs for ASM to maintain FirstWatch system</i>	39,254.54	46,892.68	47,961.96	49,063.32	50,197.72	233,370.20
Total New Costs:	84,150.54	55,231.56	56,551.00	57,910.03	75,194.92	329,038.06
Contingency for Additional Custom Hours (100) Yrs 2-5		20,000	20,000	20,000	20,000	80,000
Contingency for ASM (estimated)		4,400	4,400	4,400	4,400	17,600
Total Costs (if contingency is used):	84,150.54	79,631.56	80,951.00	82,310.03	99,594.92	426,638.06

10. Price Reasonableness: *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

The annual support and maintenance for the existing system managed by REMSA is extended at a not-to-exceed 3% annual increase as was agreed to in Amendment 2 (SSJ #18-219). EMD requests to combine the previously approved sole sources #18-219 and 20-132 into one single request for a combined total of \$329,039 for a period of five years, with a contingency for \$24,400 per year for additional custom report development, if needed.

11. Projected Board of Supervisor Date (if applicable): June 22, 2021
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Department Head Signature
 (or designee)

Print Name

Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Pending Bus Approval

Prior to expiration in 2026 an RFP or Market Research must be completed to verify no additional sources are available / Review new technology

Not to exceed:

☐ One-time \$ _____

☐ Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY 2122: \$ 84,150.54

FY 2223: \$ 79,631.50

FY 2324: \$ 80,951.00

FY 2425: \$ 82,310.03

FY 2526: \$ 99,594.92

Suzanna Thornchley

Purchasing Agent

Asst Director

5/27/21

Date

22-003

Approval Number

(Reference on Purchasing Documents)

List Attachments:

Form 11

Amendment

Quote

RCIT Approval