

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



**ITEM: 3.17  
(ID # 23367)**

**MEETING DATE:**  
Tuesday, December 12, 2023


**FROM :** EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve Amendment No. 8 to the Professional Services Agreement with LiveProcess, Inc for the Emergency Incident Management System without seeking competitive bids for an additional 3-year term, All Districts [\$425,205, 100% Federal Funds]

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

1. Ratify and Approve Amendment No. 8 to the Professional Services Agreement with LiveProcess, Inc. for the Emergency Incident Management System for an additional three-year term through June 30, 2026, not to exceed \$425,205; and authorize the EMD Director to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign subsequent amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement, (b) to issue a Purchase Order to LiveProcess, Inc. for the Professional Services provided under this Agreement.

**ACTION:**

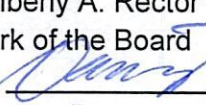
  
Bruce Barton, EMD Director 11/9/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: December 12, 2023  
xc: EMD.

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$141,735	\$ 141,735	\$ 425,205	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Federal Funds</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 23/24- 25/26</b>	

**C.E.O. RECOMMENDATION:**

**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.

LiveProcess provides high-speed communication services to notify staff, partners, or others to activate the Incident Command System as needed and allows for expedited urgent business communication. LiveProcess is the only entity with a tightly integrated, purpose-built end-to-end emergency management platform that addresses the internal needs of healthcare systems.

The Board of Supervisors approved the single source purchase on July 22, 2022, Item 3.8, for the period July 1, 2022 to June 30, 2023, not to exceed \$141,735 annually. The Emergency Management Department seeks to extend this contract for an additional three-year term through June 30, 2026, in order to continue utilizing LiveProcess as the main method for sharing information, coordinating resources and operations with healthcare facilities during emergency activations.

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

**Impact on Residents and Businesses**

Nearly 5,000 Riverside County users have been trained during the last five years and actively use LiveProcess. Eliminating LiveProcess would have a detrimental impact on Riverside County's ability to not only plan but communicate and respond to a disaster.

**Additional Fiscal Information**

Expenses were budgeted in the Hospital Preparedness Program and were added to the Emergence Management Department County Budget.

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

**ATTACHMENTS:**

Single Source Justification approved by Purchasing Department  
Amendment No. 8

*Meghan Hahn*  
Meghan Hahn, Director of Procurement 11/28/2023

*Rebecca S Cortez*  
Rebecca S Cortez, Principal Management Analyst 12/6/2023

*George Trindle*  
George Trindle, Chief ASST COUNTY COUNSEL 12/4/2023

COUNTY OF RIVERSIDE  
AMENDMENT NO. 8 TO THE AGREEMENT  
WITH  
LIVEPROCESS, INC.

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

Original Contract Term: July 1, 2012 through June 30, 2023  
Contract Term Extended To: June 30, 2026  
Effective Date of Amendment: July 1, 2023  
Original Annual Maximum Contract Amount: \$141,735  
Amended Annual Maximum Contract Amount: \$141,735  
Contract ID: HSARC-20943-001-06/22

The Agreement between County of Riverside (COUNTY) and LiveProcess, Inc., a Delaware corporation authorized to do business in the state of California (CONTRACTOR), entered into as of July 1, 2012, is amended as follows:

1. Section 2 (Period of Performance) is deleted in its entirety and replaced with the following:
  - 2.1 This Agreement shall be effective from July 1, 2012, through June 30, 2026. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.
2. Section 3.1 (Compensation) is deleted in its entirety and replaced with the following:
  - 3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expense incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed a total amount of four hundred twenty-five thousand, two hundred five dollars (\$425,205) including all expenses, with a maximum annual amount of one hundred forty-one thousand seven hundred thirty-five dollars (\$141,735). The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any CONTRACTOR's expenses related to this Agreement.
3. Exhibit B (Payment Provisions) add the attached Exhibit B.
4. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

**Signatures on the following page**

DEC 12 2023 3.17

COUNTY OF RIVERSIDE  
AMENDMENT NO. 8 TO THE AGREEMENT  
WITH  
LIVEPROCESS, INC.

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., a Delaware corporation authorized to do business in the state of California

By: \_\_\_\_\_  
Bruce Barton  
Director of Emergency Management

DocuSigned by:  
*Kent Kelly*  
654F4E3A131243C...  
By: \_\_\_\_\_  
Kent Kelly  
Chief Financial Officer

Dated: \_\_\_\_\_

Dated: December 4, 2023 | 12:26:08 EST

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: *[Signature]*  
Melissa R. Cushman  
Deputy County Counsel

DEC 12 2023 3:17

COUNTY OF RIVERSIDE  
 AMENDMENT NO. 8 TO THE AGREEMENT  
 WITH  
 LIVEPROCESS, INC.

**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 1<sup>st</sup> of each fiscal year, net 30 days:

Fiscal Year	Annual Amount
Fiscal Year July 1, 2023 – June 30, 2024	\$141,735
Fiscal Year July 1, 2024 – June 30, 2025	\$141,735
Fiscal Year July 1, 2025 – June 30, 2026	\$141,735
<b>3 Year Contract Total:</b>	<b>\$425,205</b>



Bruce Barton  
Director

Date: 8/1/2023  
From: Ramon Leon, Deputy Director of Emergency Management  
To: Board of Supervisors/Purchasing Agent  
Via: Hilda Leyva, Administrative Services Manager (951)955-4730  
Subject: Sole Source Procurement; Request for LiveProcess Enterprise Subscription

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

**1. Supplier being requested:**

**2. Vendor ID:** 0000000720

**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# 22-097

**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.)*

LiveProcess Enterprise Subscription

- 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.)*

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.

LiveProcess provides high-speed communication services to notify staff, partners, or others to activate the Incident Command System as needed and allows for expedited urgent business communication. Live Process is the only entity with a tightly integrated, purpose built end-to-end emergency management platform that addresses the internal needs of healthcare systems.

LiveProcess uniquely addresses:

- \* An integrated and customizable set of HICS V Charts with related customizable JAS
- \* Full customer control to store and access all emergency management related plans, documents, and reporting forms that can be accessed from anywhere on any device
- \* An extensive HVA identification and tracking capability
- \* Exercises can be run at any time and are fully documented and After Action Report (AAR) that captures all relevant information during an event
- \* Data sharing across all locations using Live Process Emergency Manager
- \* Ability to set up any number of private group conversations concurrently, for example, leadership staff, logistics team, PIO team, officer's staff, etc.
- \* Healthcare facility management capabilities which allow the healthcare facility to better organize, report, survey, and communicate during planning processes, exercises and real events.
- \* High availability (Minimum 99.9% uptime per year)

- 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

Nearly 5,000 Riverside County users have been trained during the last five years and actively use LiveProcess. Eliminating LiveProcess would have a detrimental impact on Riverside County's ability to not only plan but communicate and respond to a disaster.

In addition, RUHS-Medical Center has embraced the LiveProcess Communication capability for everyday communication needs to include critical patient care alerting. 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 (EMO) and other healthcare facilities. Continuing the service is essential for continuity and the investment in training provided.

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

- 8. Period of Performance:** From: 7/1/2023 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:	FY24	FY25	FY26	FY	FY	Total
One-time Costs:	\$141,735	\$141,735	\$141,735			\$425,205
<i>(Insert description)</i>	7/1/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26			
Ongoing Costs:						
<i>(Insert description)</i>						
Previous SSJ Approved Amounts:						
<i>(Insert description)</i>						
Total Costs	\$141,735	\$141,735	\$141,735			

Note: Insert additional rows as needed

**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?)*

With multiple discounts applied, the annual LiveProcess subscription cost is \$141,735 per year for a 3 year extension on existing contract. Cost has remained competitive with no significant increases.

**11. Projected Board of Supervisor Date (if applicable):** ~~8/29/2023~~  
*(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)*

  
 Department Head Signature (or designee)

Ramon Leon  
 Print Name

8/22/23  
 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:

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Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amount \$ 141,735 / per fiscal year through  
6/30/2026 (date) (If Annual Amount Varies each FY)

FY 24 : \$ 141,735  
FY 25 : \$ 141,735  
FY 26 : \$ 141,735  
FY : \$ 141,735  
FY : \$ ~~441,735~~

*Meghan Hahn*  
Purchasing Agent

11/20/23  
Date

24-127  
Approval Number  
(Reference on Purchasing Documents)

450 EAST ALESSANDRO  
RIVERSIDE, CALIFORNIA 92508

