0150-11136-0001

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The Council	1/29/19	--
FROM		**COUNCIL DISTRICT**
The Mayor		--

Supplemental Agreement to Contract C-125630 between PulsePoint Foundation and the Los Angeles Fire Department for an application service to alert subscribers of sudden cardiac arrest incidents and other emergencies

Transmitted for your consideration. After receipt, the Council has 60 days to act, otherwise the matter will be deemed approved, pursuant to LAAC Section 10.5(a). See the attached City Administrative Officer report.

(Ana Guerrero) for
MAYOR

RHL:SJ:04190087

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
($25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 1-28-19	C.D. No. --	CAO File No.: 0150-11136-0001
Contracting Department/Bureau: Los Angeles Fire Department		Contact: Muriel Gee (213) 978-3461	
Reference: Transmittal from the Board of Fire Commissioners dated October 10, 2018; referred for report October 10, 2018			
Purpose of Contract: To provide a software application for emergency medical service incidents.			
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-125630	Contract Term Dates: January 1, 2015 through December 31, 2019 (one-year extension) with two one-year renewal options		
Contract/Amendment Amount: $28,000 Proposed amount $28,000 + Prior award(s) $112,000 = Total $140,000			
Source of funds: Targeted-Destination Ambulance Services Revenue Trust Fund (Fund 44R)			
Name of Contractor: PulsePoint Foundation, c/o Richard Price Address: P.O. Box 12594, Pleasanton, California 94588			

	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Slavery & Border Wall Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the Council, subject to approval by the Mayor, authorize the Fire Chief, or his designee, to execute a Supplemental Agreement to Contract No. 125630 between the Los Angeles Fire Department and PulsePoint Foundation for a software application service that alerts subscribers of sudden cardiac arrest incidents and other emergency events. The proposed agreement will extend the term from January 1, 2019 through December 31, 2019, and increase the maximum allowable compensation for a total amount not to exceed $140,000, subject to the review and approval of the City Attorney as to form.

SUMMARY

The Los Angeles Fire Department (LAFD) is requesting authority to execute the first renewal option, in the form of a supplemental agreement, to Contract No. 125630 with PulsePoint Foundation (Contractor) to provide a software application that alerts subscribers with notifications of nearby sudden cardiac arrest incidents and other emergencies. The proposed supplemental agreement will extend the term of the agreement by one year, from January 1, 2019 through December 31, 2019, with a total maximum allowable compensation of $140,000.

SJ	Analyst	04190087	City Administrative Officer

The LAFD initially entered into a one-year agreement with the Contractor beginning on May 13, 2015 through May 12, 2016. The LAFD executed an amendment to incorporate a ratification clause and a retroactive start date of January 1, 2015. The Council and Mayor subsequently approved a separate agreement (C.F. 18-0551) authorizing a second amendment that extends the term through December 31, 2018, with the option to extend for an additional two, one-year terms.

Under the terms of the proposed agreement, the Contractor will provide a software application that enables the public to be notified of emergency incidents involving persons suffering from cardiac arrest. This application will enable the public to respond and administer cardiopulmonary resuscitation or other appropriate assistance prior to the arrival of LAFD personnel. The LAFD reports that approximately 66,000 City users are subscribed to this service. To protect these users, the LAFD worked with the Office of the City Attorney to ensure that the application did not divulge privacy information covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The total annual licensing cost for this application is $28,000.

A supplemental agreement, instead of an amendment, is required since Contract No. 125630 expired on December 31, 2018. The term of the supplemental agreement is retroactive to January 1, 2019. At LAFD's request, the Contractor has been providing its services to ensure continuity of the emergency response application. Execution of this supplemental agreement would ratify the services that have been provided to date.

In accordance with the provisions of City Charter Section 371(e)(10), this agreement is exempt from the competitive bidding process, as the use of competitive bidding would be undesirable due to the proprietary and unique nature of the application. On January 18, 2019, the LAFD submitted a Notice of Intent to contract to the Employees Relations Division.

In accordance with the Los Angeles Administrative Code Section 10.5(b)2, Council approval of the proposed supplemental agreement is required, as the proposed contract term exceeds three years. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts, as well as City contracting requirements.

FISCAL IMPACT STATEMENT

Total funding in the amount of $140,000 will be provided through off-budget funds from the Targeted-Destination Ambulance Services Revenue Trust Fund (Fund 44R). There is no additional impact to the General Fund associated with the recommendations in this report. This action is in compliance with the City's Financial Policies in that one-time revenues will be used to fund one-time expenditures.

RHL:SJ:04190087

Attachment

AGREEMENT NO. C-125630
THIRD AMENDED AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
PULSEPOINT FOUNDATION

This Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Fire Department (hereinafter referred to as the "LAFD"), and PulsePoint Foundation (hereinafter referred to as "Contractor") with reference to the following:

WHEREAS, the LAFD is responsible for providing Emergency Response Services, specifically Fire Suppression and Emergency Medical Services ("Fire and EMS"), to the public; and

WHEREAS, the LAFD employs various methods to ensure and provide daily, prompt Fire and EMS services, including awareness to the public; and

WHEREAS, the Contractor offers a Software-As-A-Service ("SAAS") application that enables the public to be notified of EMS incidents involving persons suffering sudden cardiac arrest ("SCA") distress within a specified proximity of the location of the SCA incident upon notification from the LAFD; and

WHEREAS, the Contractor's SAAS application enables the public to be notified of LAFD fire emergencies for inclusion in its embedded map view location indicator for LAFD emergencies; and

WHEREAS, SCA is a leading cause of death in the United States and accounts for an estimated 325,000 deaths each year; and

WHEREAS, the members of the public who receive SCA alerts will be informed of the SCA incidents, and, in certain cases, can choose to respond to the SCA incidents, specifically SCA incidents to render cardiopulmonary resuscitation ("CPR") and other appropriate assistance prior to the arrival of the LAFD's EMS personnel; and

WHEREAS, the Contractor's SAAS application will also provide application users with directions to the nearest Automatic External Defibrillator ("AED"); and

WHEREAS, the American Heart Association estimates that effective bystander CPR can significantly improve a person's chance of survival after receiving immediate care and attention; and

WHEREAS, the LAFD will dispatch EMS resources to the SCA location simultaneously with Contractor's notification of such a SCA incident and continue with its normal EMS operations; and

WHEREAS, LAFD will continue with its normal operations and dispatch its resources to all incidents simultaneously with Contractor's notification application; and

WHEREAS, on May 13, 2015, the LAFD entered into Agreement C-125630 with Contractor for a term of one (1) year with two (2) one-year renewals; and

WHEREAS, on August 18, 2015, the City, in a First Amendment, incorporated a ratification clause to Agreement C-125630 and amended the effective date of the Agreement to begin on January 1, 2015; and

WHEREAS, on July 9, 2018, the City Council (Council File No. 18-0551) authorized the Fire Chief to enter into a Second Amendment to extended the term of Agreement C-125630 from January 1, 2016 through December 31, 2018 for a period of three years, with an option to extend for an additional two (2) one-year terms; and

WHEREAS, on August 2, 2018, the City, in a Second Amendment, extended the terms of Agreement C-125630 from January 1, 2016 through December 31, 2018 for a period of three years, with two (2) one-year renewals, and for a maximum compensation amount not to exceed $140,000; and

WHEREAS, the City desires in this Third Amendment to exercise the first of two (2) one-year extensions, and extend the term of Agreement C-125630 through December 31, 2019; and

NOW THEREFORE, in consideration of the above premises, and of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Section 2. TERM OF AGREEMENT**, is hereby amended in its entirety to read:

   Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective from January 1, 2016 through December 31, 2019, unless earlier terminated or extended by the parties in writing. This Agreement may be extended for an additional one (1) year term by mutual written agreement of the parties, and approval by the Board of Fire Commissioners.

   To the extent that Contractor may have begun performance of the services before the date of execution of this Agreement, at the City's request and due to immediate needs, the CITY hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement.

2. **Section 7.1 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE,** is hereby added in its entirety to read:

   Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code, as may be amended from time to time. Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement.

3. Except as amended by this Third Amendment, all other provisions of Agreement No. C-125630 shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DATE: _____

For: THE CITY OF LOS ANGELES

By: _____
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

DATE: _____

For: PULSEPOINT FOUNDATION

By: _____
Richard Price
President

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: _____
Kimberly D. Miera
Deputy City Attorney

DATE: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

DATE: _____

Agreement Number: C-125630-3

LOS ANGELES FIRE COMMISSION

ATTACHMENT

BOARD OF
FIRE COMMISSIONERS

DELIA IBARRA
PRESIDENT

ANDREW GLAZIER
VICE PRESIDENT

JIMMY H. HARA, M.D.
REBECCA NINBURG
JIMMIE WOODS-GRAY

LETICIA GOMEZ
COMMISSION EXECUTIVE ASSISTANT II

ERIC GARCETTI
Mayor

SUE STENGEL
INDEPENDENT ASSESSOR

EXECUTIVE OFFICE
200 NORTH MAIN STREET, SUITE 1840
LOS ANGELES, CA 90012

(213) 978-3838 PHONE
(213) 978-3814 FAX

October 16, 2018

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Attn: Mandy Morales, Legislative Coordinator

[BFC 18-114] – THIRD AMENDED AGREEMENT WITH PULSEPOINT FOUNDATION (C-125630)

At its meeting of October 16, 2018, the Board of Fire Commissioners approved the report and its recommendations. The report is hereby transmitted to the Mayor for consideration and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at 213-978-3838.

Sincerely,

Isela Iñiguez
Acting Commission Executive Assistant

Attachment

cc: Board of Fire Commissioners (without attachments)
Fire Chief Ralph M. Terrazas (without attachments)

ATTACHMENT
October 16, 2018

LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

APPROVED: 10/16/18
BOARD OF FIRE COMMISSIONERS
BY:
COMMISSION EXECUTIVE ASSISTANT

October 10, 2018

BOARD OF FIRE COMMISSIONERS
FILE NO. 18-114

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief

SUBJECT: THIRD AMENDED AGREEMENT WITH PULSEPOINT FOUNDATION (C-125630)

FINAL ACTION:					
	____ Approved	___✓___	Approved w/Corrections *	____	Withdrawn
	____ Denied	____	Received & Filed	____	Other

* Transmit this Agreement to the Mayor in accordance with Executive Directive 3

SUMMARY

On May 13, 2015, the Los Angeles Fire Department (LAFD) entered into an Agreement with PulsePoint Foundation (C-125630) for the contractor's Software-as-a-Service (SAAS) application. The software enables the public to be notified and provided a map view location indicator of LAFD fire emergencies and emergency medical service (EMS) incidents involving persons suffering sudden cardiac arrest (SCA) distress in their proximity. SCA is a leading cause of death in the United States, and accounts for an estimated 325,000 deaths each year. Members of the public subscribing to the PulsePoint application receive SCA alerts of the location of the incident. The subscriber can choose to respond to the SCA incident to render cardiopulmonary resuscitation (CPR) and other appropriate assistance prior to arrival of LAFD EMS personnel. To date, approximately 66,000 city users have subscribed to the application.

On July 9, 2018, the City Council authorized the Fire Chief to enter into a Second Amendment to extend the term of the agreement from January 1, 2016 to December 31, 2018, with two one-year extensions. (C.F. 18-0551) The proposed Third Amendment exercises the first of the two (2) one-year extensions, and covers the performance of services from January 1, 2016 through December 31, 2019, with a one-year extension remaining by mutual agreement of the parties and approval by the Fire Commission. The annual licensing fee is $28,000. Total compensation through December 31, 2019 is not to exceed $112,000. If the remaining one-year extension is exercised through December 31, 2020, the contract amount will increase by $28,000, for a total compensation not to exceed $140,000.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute the Third Amended Agreement between the City and PulsePoint Foundation (C-125630) to provide Software-as-a-Service for the period of January 1, 2016 through December 31, 2019 with one one-year option remaining to extend the Agreement.

ATTACHMENT

FISCAL IMPACT
There is no impact to the General Fund. Funding for this Agreement is available in the Department's Targeted Destination Ambulance Services (Kaiser) Fund, Fund No. 44R, Account 3844RA. Subsequent funding is subject to the availability of funds in the Department's budget.

Board report prepared by Lauren Nakasuji, Senior Management Analyst I, Administrative Services Bureau.

Attachment