July 18, 2017

LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

June 20, 2017

BOARD OF FIRE COMMISSIONERS
FILE NO. 17-080

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief

SUBJECT: AMENDMENT TO LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH AGREEMENT PH-0002851-1 (CITY AGREEMENT C-126916) IN CONJUNCTION WITH SUPPLEMENTAL AGREEMENT C-127484 WITH FIRSTWATCH SOLUTIONS, INC.

FINAL ACTION:					
	_____ Approved	_____ Approved w/Corrections	_____ Withdrawn
	_____ Denied	_____ Received & Filed	_____ Other

SUMMARY

Between 2007 and 2012, grant funds from the U.S. Department of Health and Human Services enabled Los Angeles County Department of Public Health (LACDPH) to partner with the Los Angeles Fire Department (LAFD) to implement a syndromic surveillance program in the City of Los Angeles (City) (C-112458/CF#07-2144, C-122234/CF#12-0117). Through the use of syndromic surveillance software from FirstWatch Solutions, Inc. (FirstWatch), the program served as an early warning system for the detection of bio-hazards and bio-terrorist events by collecting and analyzing statistical data on health trends in the Los Angeles Area. This program collected and processed LAFD 9-1-1 Emergency Medical Services incident data in real time from the Computer Aided Dispatch system (CAD) to determine if appropriate triggers had been activated and alert key authorized personnel accordingly.

Based on the successful implementation and performance of the syndromic surveillance system over this five year period, the LAFD requested and received approval to continue the program. On February 21, 2013, the Mayor and City Council approved LAFD to receive grant funds from LACDPH in the annual amount of $67,617 for a period of five years from FY 2012-13 through FY 2016-17, subject to the availability of funds (CF #13-0117). At the same time, the LAFD was also granted permission to execute a sole-source contract with FirstWatch for syndromic surveillance software licensing and maintenance services mirroring the same term and amount.

In 2015, the Board of Fire Commissioners, Mayor and City Council (BFC#15-135 and CF #13-0117-S1) approved Agreement PH-002851 (City Agreement C-126916) accepting grant funds from LACDPH and Agreement C-127484 with FirstWatch

continuing services related to implementing the syndromic surveillance software for the term of January 1, 2016 through June 30, 2017 for an amount not to exceed $101,426.

In 2016, adjustments made to the LAFD's CAD system, resulted in a suspension in syndromic surveillance services. As a courtesy to LAFD and LACDPH, FirstWatch offered to offset lost time by continuing to provide services beyond June 30, 2017 expiration date for no additional fee. Subsequently, all parties agreed to amend the expiration date on their respective agreements through March 31, 2018 for no additional cost.

Provided for the Commission's consideration are the following:

- First Amendment to LA County Agreement PH-0002851-1 (City Agreement C-126916) amending the term to January 1, 2016 through March 31, 2018 for a total award amount not to exceed $101,426.

- First Supplemental Agreement to Agreement C-127484 between the LAFD and FirstWatch Solutions, Inc. amending the term to January 1, 2016 through March 31, 2018 for syndromic surveillance software for total compensation not to exceed $101,426.

RECOMMENDATIONS

That the Board:

1. Approve Los Angeles County Department of Public Health Amendment Number 1 to Agreement PH-002851-1 (City Agreement No. C-126916).

2. Approve the First Supplemental Agreement C-127484 with FirstWatch Solutions, Inc.

3. Transmit both Agreements for approval to the City Council and Mayor in accordance with Executive Directive No. 3.

FISCAL IMPACT

There will be no fiscal impact in executing these agreements. Grant funds from the Los Angeles County Department of Public Health cover the cost of the Agreement with FirstWatch Solutions, Inc. for the syndromic surveillance software license through March 31, 2018.

Board report prepared by Alicia Katano, Management Assistant, Administrative Services Bureau.

Attachments

Contract No. PH-002851-1

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CITY OF LOS ANGELES

FOR

PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES

PH-002851-1

DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES
CONTRACT

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Contract Number PH-002851-1

DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH PREPAREDNESS AND EMERGENCY REPONSE SERVICES
CONTRACT

AMENDMENT NUMBER 1

THIS AMENDMENT is made and entered into this _____ day of _____, 2017,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and CITY OF LOS ANGELES (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DEPARTMENT OF PUBLIC HEALTH, PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES CONTRACT", dated January 1, 2016, and further identified as Contract Number PH-0002851, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, funds are allocated from the federal Centers for Disease Control and Prevention (CDC), Catalog of Federal Domestic Assistance (CFDA) Number 93.069 for the Public Health Preparedness and Response, which falls under CFDA Number 93.074, of which a portion of these funds has been designated to provide continuous real-time surveillance of emergency 911 dispatch data for monitoring any public health events

including, but not limited to, potential early detection of disease outbreaks throughout Los Angeles County;

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term of the Contract through March 31, 2018, at no-cost, and to make other changes outlined herein; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective July 1, 2017.
2. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work identified as Exhibits A and A.1) and Exhibit B (Scope of Work identified as Exhibit B-2.1), attached hereto, and incorporated herein by reference."

3. Paragraph 3, TERM OF CONTRACT, shall be amended to read as follows:

"3. TERM OF CONTRACT: The term of this Contract shall be effective on January 1, 2016 and shall continue in full force and effect through March 31, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify the Department's Acute Communicable Disease Control Program ("ACDC") when this Contract is within six months from the

expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to ACDC at the address herein provided in 313 North Figueroa Street, Room 222, Los Angeles, California 90012-2659."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs B and C, shall be amended to read as follows:

"B. Effective January 1, 2016 through March 31, 2018, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred One Thousand, Four Hundred Twenty-Six Dollars ($101,426.00) as set forth in Exhibit C-2.1, attached hereto and incorporated herein by reference.

C. Not applicable."

5. Paragraph 33, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENCERED BABY LAW, of the ADDITIONAL PROVISIONS, shall be amended to read as follows:

"33. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org."

6. Paragraph 35, COUNTY'S QUALITY ASSURANCE PLAN, of the ADDITIONAL PROVISIONS, shall be amended to read as follows:

"35. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Any Contractor deficiencies which County determines are significant or continuing, and that may place performance of this Contract in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

7. Paragraph 74, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"74. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its

employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at www.babysafela.org."

8. Paragraph 75, COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"75. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If a contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor, or member of Contractor's staff, be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

9. Paragraph 76, ENCRYPTION STANDARDS, of the ADDITIONAL PROVISIONS, shall be added to read as follows:

"76. ENCRYPTION STANDARDS:

A. Stored Data: Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive, and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractors' and subcontractors' use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County's Chief Executive Office.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation

for Key Management - Part 3: Application Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit."

10. Effective on the date of this Amendment, Exhibit A.1, STATEMENT OF WORK, shall be attached hereto and incorporated herein by reference.

11. Effective on the date of this Amendment, Exhibit(s) B-2 and B-3, shall be replaced with Exhibit B-2.1, SCOPE OF WORK, attached hereto and incorporated herein by reference.

12. Effective on the date of this Amendment, Exhibit(s) C-2 and C-3 shall be replaced with Exhibit C-2.1, BUDGET, attached hereto and incorporated herein by reference.

13. Except for the changes set forth herein above, Contract shall not be changed in any respect by this Amendment.

[This space is intentionally left blank]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorize officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CITY OF LOS ANGELES
Contractor

By _____
Signature
RALPH M. TERRAZAS
Fire Chief

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

APPROVED AS TO FORM
MICHAEL N. FEUER
City Attorney

By _____

_____
Printed Name

_____
Title

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By_____
Patricia Gibson, Chief
Contracts and Grants Division

ATTEST:
HOLLY WOLCOTT
City Clerk

By _____

#4012

ACDC PHPER/City of Los Angeles PH-002851-1

CITY OF LOS ANGELES

PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES AGREEMENT

STATEMENT OF WORK

1. Exhibit A, Paragraph I, CITY OF LOS ANGELES (CITY) RECEIVABLES, shall be amended to read as follows:

"I. CITY OF LOS ANGELES (CITY) RECEIVABLES:

A. The City will pay for software system maintenance fees from a data mining vendor and continue to work with this vendor to provide a real-time interface between the City Computer Aided Dispatch and the data mining vendor. This interface will allow real-time information to be shared with key personnel, which includes, but is not limited to, City and Department of Public Health (DPH) Acute Communicable Disease Control Program (ACDC), Automated Disease Surveillance Section personnel. The sharing of information will be via a web-based application that is password protected and will also include an alert/notification function that would alert key personnel when a significant volume increase of dispatch calls are identified. Based on volumetric or geographic trends the alerted personnel will determine the nature and significance of the occurrence, and will take appropriate steps to warn and protect the public, if necessary.

B. City shall receive from the County of Los Angeles (County) funding of One Hundred One Thousand, Four Hundred Twenty-Six Dollars ($101,426.00) for the period of January 1, 2016 through March 31, 2018, as referenced in Exhibit C-2.1 and which will be provided in a lump sum to City upon receipt of a request for reimbursement."

FIRST SUPPLEMENTAL AGREEMENT TO AGREEMENT C-127484
BETWEEN
THE LOS ANGELES FIRE DEPARTMENT
AND
FIRSTWATCH SOLUTIONS, INC.
FOR
SYNDROMIC SURVEILLANCE SOFTWARE

This FIRST SUPPLEMENTAL AGREEMENT ("Agreement") is made and entered into 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 FirstWatch Solutions, Inc., a California corporation (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

WHEREAS, in accordance with that certain grant awarded to the City by the County of Los Angeles ("County") from the Federal Centers for Disease Control and Prevention, Catalogue of Federal Domestic Assistance No. #93.069 and #93.074 (the "Grant"), the City and Contractor entered into that certain City of Los Angeles Contract Number C-127484 (the "Agreement") whereby the Contractor agreed to license software to the City that will allow real-time information to be shared by key personnel from LAFD and the County's Acute Communicable Disease Control Program, Bioterrorism Epidemiology and Surveillance Section, such Agreement having an original term of January 1, 2016 to December 31, 2016, and a total compensation amount payable to Contractor of Sixty Seven Thousand Six Hundred Seventeen Dollars ($67,617.00), and the execution of such Agreement having been authorized by the Los Angeles City Council (C.F. # 13-0117); and

WHEREAS, on December 15, 2016, in accordance with the terms of the Grant and as approved by the County, the City and Contractor executed a First Amendment to Agreement C-127484 to extend the original term from January 1, 2016 to June 30, 2017 (the "First Amendment") and increased the compensation payable to Contractor by $33,809.00 for a new total compensation amount of One Hundred One Thousand Four Hundred Twenty Six Dollars ($101,426.00) in consideration of the additional services to be provided by the First Amendment (the "Compensation Increase"), such First Amendment and Compensation increase having been authorized by the Los Angeles City Council (C.F. #13-0117-S1); and

WHEREAS, the performance period of the Grant ends on June 30, 2017; and

WHEREAS, the County and the City have agreed to enter into Amendment Number 1 to Agreement PH-002851 (City Agreement C-126916) attached herein as Exhibit G extending the term through March 31, 2018 with no increase in the total grant award of $101,426.00; and

WHEREAS, the Contractor has agreed to continue to provide services through March 31, 2018, with no increase in the total compensation amount of $101,426.00; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Contractor (each a "Party" and collectively, the "Parties") agree to amend the Agreement as follows:

AMENDMENTS TO AGREEMENT C-127484

1. ARTICLE II – TERM AND SERVICES TO BE PROVIDED, §201 - Time of Performance, is hereby amended in its entirety to read:

   The term of this Agreement shall be from January 1, 2016 and expire on March 31, 2018 (the "Term"). Said Term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §413 herein.

2. ARTICLE III - PAYMENT, §301 Payment of Grant Funds and Method of Payment, Exhibit F-3, "Pricing and Payment Schedule," is hereby amended and restated in its entirety as set forth in Attachment F-3.1 to this First Supplemental Agreement.

3. ARTICLE IV - Standard Provisions shall be amended to include:

   §436 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

   The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at www.babysafela.org.

   §437 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

   A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

   B. If a contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor, or member of Contractor's staff, be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

   C. Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

   §438 ENCRYPTION STANDARDS:

   A. Stored Data:

   Contractors' and subcontractors' workstations and portable devices that are used to

access, store, receive, and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractors' and subcontractors' use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County's Chief Executive Office.

B. Transmitted Data:

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

4. Except as herein amended, all other terms and conditions of Agreement C-127484 shall remain unchanged and in full force and effect by way of this Agreement.

LIST OF EXHIBITS

EXHIBIT F-3.1:	AMENDED AND RESTATED PRICING AND PAYMENT SCHEDULE
EXHIBIT G-1:	DEPARTMENT OF PUBLIC HEALTH PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES CONTRACT PH-002851-1, AMENDMENT NUMBER 1

(Signature Page to Follow)

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this First Amendment to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

By: _____
RALPH M. TERRAZAS
Fire Chief

Date: _____

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

By: _____
BARAK VAUGHN, ESQ.
Deputy City Attorney

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

FIRSTWATCH SOLUTIONS, INC.,
a California Corporation

By*: _____

Name: _____

Title: _____

Date: _____

By**: _____

Name: _____

Title: _____

Date: _____

NOTE: If Contractor is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

City Business Tax Registration Certificate Number: 0002283580-0001-1

Internal Revenue Service ID Number: 050544884

Agreement Number: C-127484

AMENDED AND RESTATED PRICING AND PAYMENT SCHEDULE

This Agreement is dependent on funding by Los Angeles County and the Los Angeles Fire Department may cancel this Agreement at any time, with no obligation if the County fails to provide funds to cover the costs shown below, for any reason.

Quantity	Description	Item Total
1	Annual Support Renewal for FirstWatch System at LAFD for period 1/1/2016–03/31/2018	$101,426

DEPARTMENT OF PUBLIC HEALTH

PUBLIC HEALTH PREPAREDNESS, EMERGENCY AND RESPONSE SERVICES

CONTRACT PH-002851-1