



A Tradition of Stewardship  
A Commitment to Service

Agenda Date: 10/24/2017

Agenda Placement: 6D

## NAPA COUNTY BOARD OF SUPERVISORS

### Board Agenda Letter

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**TO:** Board of Supervisors

**FROM:** JoAnn Melgar for Howard Himes - Director  
Health & Human Services Operations

**REPORT BY:** JoAnn Melgar, Staff Services Analyst II - 707-253-4722

**SUBJECT:** Adoption of Resolution Delegating Authority for the Director of Health and Human Services to Terminate Agreements Related to the Electronic Patient Care Reporting (ePCR) Software

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#### **RECOMMENDATION**

Director of Health and Human Services requests adoption of a resolution delegating authority to the Director of Health and Human Services to terminate the following agreements related to Electronic Patient Care Reporting Software effective October 27, 2017 if the breach of the Agreement for non compliance is not cured by Beyond Lucid Technologies, Inc.:

1. Agreement No. 170902B with Beyond Lucid Technologies, Inc. for an annual maximum of \$70,000 for the term May 23, 2017 through June 30, 2021 to provide Electronic Patient Care Reporting (ePCR) Software and support services;
2. Joint Powers Agreement No. 170903B-17 with the American Canyon Fire Protection District, City of Napa, and Department of State Hospitals - Napa for the term May 23, 2017 until terminated or dissolved for sharing the costs of the ePCR Software; and
3. Agreement No. 170940B with Angwin Community Ambulance for the term June 13, 2017 until terminated, for sharing the costs of the ePCR Software.

#### **EXECUTIVE SUMMARY**

The County issued a Request for Proposals (RFP) in May 2016 for Electronic Patient Care Reporting (ePCR) services that would allow Emergency Medical Services (EMS) personnel to capture electronic health data for all Emergency Medical Services responses in accordance with California Health & Safety Code section 1797.227. Beyond Lucid Technologies, Inc. was selected as the software vendor and an agreement with the Beyond Lucid Technologies, Inc. was approved by this Board on May 23, 2017. Also on May 23, 2017, this Board also approved a Joint Powers Agreement with the American Canyon Fire Protection District, City of Napa and the Department of State Hospitals - Napa to share the costs of the ePCR software. On June 13, 2017 this Board approved an

agreement with Angwin Community Ambulance to participate in sharing the costs of the ePCR software.

The software was implemented on August 1, 2017. Since implementation, the software has never worked or functioned as promised by the vendor in their response to the RFP, videotaped vendor demonstration that the County relied upon, and the agreement. The County has exhausted all efforts to attempt to resolve the software issues with the vendor, without remedy. The County notified the vendor on September 27, 2017 that they were in breach of Agreement No. 170902B requiring a cure within 30 days. Since the breach notification, the vendor has failed to resolve the most substantial issues plaguing the software. The most significant of these issues include significant "freezing" of software and repeated error messages that the vendor has been unable to resolve. Other issues include a lack of interoperability with dispatch systems and between different EMS providers.

American Canyon Fire Protection District, City of Napa, the Department of State Hospitals - Napa and Angwin Community Ambulance are supportive of the termination of County's Agreement with BLT, and of the termination of the related agreements which enabled those entities to share in the costs of the ePCR software provided by BLT.

California state law requires the use of an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards. The current system is not allowing users to comply with the requirements of state law. Ending the above agreements will allow providers to return to previously used systems, meeting the requirements of state law. Staff will re-engage with its EMS community partners to explore further options and potential other vendors of ePCR software.

#### **FISCAL IMPACT**

Is there a Fiscal Impact?                      No

#### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

#### **BACKGROUND AND DISCUSSION**

The County issued a Request for Proposals (RFP) in May 2016 for Electronic Patient Care Reporting (ePCR) services that would allow Emergency Medical Services (EMS) personnel to capture electronic health data for all Emergency Medical Services responses in accordance with California Health & Safety Code section 1797.227. Beyond Lucid Technologies, Inc. (BLT) was selected as the software vendor and an agreement with the Beyond Lucid Technologies, Inc. was approved by this Board on May 23, 2017. Also on May 23, 2017, this Board also approved a Joint Powers Agreement with the American Canyon Fire Protection District, City of Napa and the Department of State Hospitals - Napa to share the costs of the ePCR software. On June 13, 2017 this Board approved an agreement with Angwin Community Ambulance to participate in sharing the costs of the ePCR software.

An agreement with Beyond Lucid Technologies, Inc. was signed on May 23, 2017 and immediate work began to implement a comprehensive ePCR system in the County by five different EMS providers:

- | American Canyon Fire Protection District;
- | American Medical Response;
- | Angwin Community Ambulance;
- | Department of State Hospitals – Napa; and
- | Napa City Fire Department

EMS providers began using the system on August 1, 2017. The vendor has failed to deliver a system to EMS providers as promised in their RFP response, videotaped demonstration by BLT that the County relied upon, and the Agreement. The software has been plagued with issues that prevent timely, efficient and streamlined documentation as promised. A sample of these issues includes:

- | Unstable software that consistently freezes or produces regular error messages
- | Software consistently fails to integrate data from Computer-Aided Dispatch (CAD) systems
- | Software consistently fails to print ePCR records from internet browsers
- | Software consistently fails to share interoperable data through “tokening” system
- | Software consistently fails to run on Internet Explorer web browser as promised by BLT
- | BLT has failed to produce reports within 48 hours as promised and some reports have taken more than 8 weeks to produce
- | BLT has failed to respond in a timely manner to requests for support
- | BLT has failed to provide adequate customer service, consistently denying the existence of software issues
- | BLT has failed to connect to critical databases for systems of care evaluation.

The Agreement with BLT requires 30 days to cure breach of the Agreement. At the time of this Board of Supervisors meeting, BLT has three days to cure the breach. If they fail to cure the breach by the close of business on October 27, 2017, the Director of Health and Human Services seeks permission to notify them of an immediate termination of the Agreement effective October 27, 2017.

The Joint Powers Agreement and Angwin Community Ambulance (ACA) Agreement will not be needed if the Agreement with Beyond Lucid Technologies, Inc. is terminated. Both the JPA and the ACA Agreement exist for the sole purpose of cooperatively funding the ePCR system. If Beyond Lucid Technologies, Inc. fails to cure the breach by the close of business on October 27, 2017, the Health & Human Services Director also seeks permission to notify the JPA participants and Angwin Community Ambulance of the termination of those agreements effective October 27, 2017. The above-named fire department first responders and ambulance providers are supportive of the termination of County’s Agreement with BLT, and of the termination of the above-referenced related agreements which enabled those entities to share in the costs of the ePCR software provided by BLT.

Ending the above agreements will allow providers to return to previously used systems, meeting the requirements of state law. Staff will re-engage with its EMS community partners to explore further options and potential other vendors of ePCR software. HHS has paid \$60,800 to BLT and will be working to recover any and all amounts previously paid to Contractor that should be legally repaid to County in light of said breach of contract.

## **SUPPORTING DOCUMENTS**

A . Resolution

CEO Recommendation: Approve

Reviewed By: Bret Prebula