



## Legislation Details (With Text)

<b>File #:</b>	23-352	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Consent Item	<b>Status:</b>		Passed	
<b>File created:</b>	4/13/2023	<b>In control:</b>	City Council/Public Finance and Economic Development Authority/Parking Authority/Successor Agency to the Redevelopment Agency		
<b>On agenda:</b>	5/15/2023	<b>Final action:</b>	5/15/2023		

**Title:** SUBJECT: Approval to Waive the Competitive Bidding Requirement, Approval of the Purchase of Sansio's HealthEMS Master Software Licensing Agreement for Use of Their "Electronic Patient Care Records" System, Authorization for Four Additional One-Year Renewals, and Approval to Terminate the Existing "Electronic Patient Care Records" Agreement with ESO Solutions, Inc.

### REPORT IN BRIEF

Considers approving to waive the competitive bidding requirements pursuant to Merced Municipal Code Section 3.04.210 to purchase the Sansio's HealthEMS Master Software Licensing Agreement for use of their "Electronic Patient Care Records" system, authorization for four additional one-year renewals for a total not to exceed \$122,142, and approval to terminate the existing "Electronic Patient Care Records" Agreement with ESO Solutions, Inc.

### RECOMMENDATION

City Council - Adopt a motion:

A. Authorizing the waiving of the competitive bidding requirement as permitted by Merced Municipal Code section 3.04.210 for sole sourcing based upon Sansio being the only company licensed to provide the unique necessary ePCR features needed by the Merced Fire Department; and

B. Authorizing the City Manager or Deputy City Manager to negotiate and execute the software subscription agreement with Sansio Inc. for purchase of Sansio's HealthEMS Master Software Licensing Agreement, with four one-year renewals, for a total amount not to exceed \$122,142 (including a 10% contingency) over a 5-year period, with future funding contingent upon City Council's budget approval; and,

C. Authorizing the City Manager or the Deputy City Manager to execute the necessary documents, the Finance Officer to make the necessary budget adjustments, and the City Purchasing Supervisor to issue the Purchase Order/Change Order(s), and approval of change orders not to exceed 10% of the purchase price; and

D. Authorizing the City Manager to terminate the existing "Electronic Patient Care Records" system software subscription with ESO Solutions.

### Sponsors:

### Indexes:

### Code sections:

**Attachments:** 1. Subscription and License Agreement.pdf, 2. ESO Solutions Agreement

Date	Ver.	Action By	Action	Result
5/15/2023	1	City Council/Public Finance and Economic Development Authority/Parking Authority/Successor Agency to the Redevelopment Agency	approved	Pass

*Report Prepared by: Janet German, Management Analyst, Fire Department*

**SUBJECT:** Approval to Waive the Competitive Bidding Requirement, Approval of the Purchase of Sansio's HealthEMS Master Software Licensing Agreement for Use of Their "Electronic Patient Care Records" System, Authorization for Four Additional One-Year Renewals, and Approval to Terminate the Existing "Electronic Patient Care Records" Agreement with ESO Solutions, Inc.

## REPORT IN BRIEF

Considers approving to waive the competitive bidding requirements pursuant to Merced Municipal Code Section 3.04.210 to purchase the Sansio's HealthEMS Master Software Licensing Agreement for use of their "Electronic Patient Care Records" system, authorization for four additional one-year renewals for a total not to exceed \$122,142, and approval to terminate the existing "Electronic Patient Care Records" Agreement with ESO Solutions, Inc.

## RECOMMENDATION

**City Council** - Adopt a motion:

- A. Authorizing the waiving of the competitive bidding requirement as permitted by Merced Municipal Code section 3.04.210 for sole sourcing based upon Sansio being the only company licensed to provide the unique necessary ePCR features needed by the Merced Fire Department; and
- B. Authorizing the City Manager or Deputy City Manager to negotiate and execute the software subscription agreement with Sansio Inc. for purchase of Sansio's HealthEMS Master Software Licensing Agreement, with four one-year renewals, for a total amount not to exceed \$122,142 (including a 10% contingency) over a 5-year period, with future funding contingent upon City Council's budget approval; and,
- C. Authorizing the City Manager or the Deputy City Manager to execute the necessary documents, the Finance Officer to make the necessary budget adjustments, and the City Purchasing Supervisor to issue the Purchase Order/Change Order(s), and approval of change orders not to exceed 10% of the purchase price; and
- D. Authorizing the City Manager to terminate the existing "Electronic Patient Care Records" system software subscription with ESO Solutions.

## ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff; or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items; or,
5. Continue to a future meeting.

## AUTHORITY

Merced Municipal Code

- The Charter, Article II-Power of City, Sec. 200-Powers
- The Charter, Article XI-Fiscal Administration, Section 1105-Budget-Appropriations
- Title 3-Revenue and Finance-Chapter 3.04-Purchasing System-Article 3.04.210 - Exemptions

from Competitive Bidding

California Health and Safety Code, Division 2.5, Chapter 4, Article 1, Section 1797.227 California EMS Information System (CEMSIS)

National EMS Information System (NEMSIS) California Code of Regulations, Title 22, Division 9, Chapter 2, §100057.2

California Code of Regulations, Title 22, Division 9, Chapter 2, §100062(d)

California Code of Regulations, Title 22, Division 9, Chapter 4, §100170(a)(6)

California Code of Regulations, Title 22, Division 9, Chapter 4, §100171(e)

California Code of Regulations, Title 22, Division 9, Chapter 12, §100402(a)(1)(C) California Code of Regulations, Title 22, Division 9, Chapter 12, §100404(a)(1)(C)

California Health and Safety Code §13110.5 and HSC 1797.102

## **CITY COUNCIL PRIORITIES**

Public Safety as provided for in the FY 22/23 budget priorities.

## **DISCUSSION**

### **Background**

California Health and Safety Code (HSC) §13110.5 mandates that each fire department operated by the state, a city, city and county, fire protection district, organized fire company, or other public or private entity which provides fire protection, shall furnish information and data to the Office of the State Fire Marshal relating to each fire which occurs within its area of jurisdiction.

The Local Emergency Medical Services Authority (LEMSA) participation in the Statewide Emergency Medical Services data system, California Emergency Medical Services Information System (CEMSIS), is required consistent with HSC §1797.102 in providing the Emergency Medical Service's Authority with information necessary to assess the effectiveness of emergency medical services in each EMS area or the system's service area. The EMS Authority tasks the LEMSAs with the extraction and submission of core measure reports based on their local databases.

In 2021, to meet the EMS component's endeavor, the County EMS Agency implemented a regional EMS electronic Patient Care Report (ePCR) system and selected ESO as the software vendor. Furthermore, utilizing "EMS System Enhancement Trust" funds, the first-year cost (\$18,970) of the ePCR software was borne by the County and the city would be responsible for all future costs. Accordingly, the city entered into a software subscription agreement with ESO and City Council was apprised of the information-only contract on 03/01/21. The agreement renews annually, unless terminated by either party with a minimum of 60-day notice. Unexpectedly, the transition to the new ePCR system was not seamless and technical support was and continues to present daily challenges with no timely solutions. To provide the best service to our citizens and to pro-actively plan for the transport proof of concept, we evaluated other ePCR platforms. Our analysis clearly reflects that Sansio's Health EMS ePCR provides the most flexibility to provide the best level of service to our citizens, provide all documentation required for improved patient care, accurate billing, and advanced reporting and can be quickly configured to match our community's needs as it grows and the need for emergency care increases. Trial use of the software supports its ease of use and validated that it's easier to receive, share and find actionable information which can make a difference in patient outcomes, regulatory compliance, improve operations and improve financial performance.

### **Justification for Waiving of Competitive Bidding Process**

Title 3-Revenue and Finance-Chapter 3.04-Purchasing System-Article 3.04.210 - Exemptions from Competitive Bidding allows us to waive the competitive bidding due to sole source based upon being the only vendor that provides ePCR with the quality assurance procedure. We are desiring to enter into a 5-year agreement for the ePCR platform. Sansio has a unique software capabilities that no other software company has. The Quality Assurance software has a dashboard that is customizable by the user to report out the occurrences for verification. While nearly all software companies have the ability to mine the data, Sansio has a user facing software to notify the administrators of occurrences which need to be addressed. To ease the burden of hospital data collection the HealthEMS software also has a sole-sourced function not found by other vendors to directly place the field patient care report directly into the patient's hospital Electronic Healthcare Record. This increases the patient's continuity of care and will improve outcomes. On its HealthEMS software, therefore, no other vendor can provide Sansio's unique software features.

Should the City Council approve the purchase of the Sansio's HealthEMS at a first-year cost estimated at \$29,619, with Council's approval we will then terminate our agreement with for ESO's ePCR System.

The ePCR agreement contains four one-year renewals. The agreement auto renews annually unless either party cancels within a stipulated time frame. The projected financial impact for the system is reflected in the following table:

Fiscal Year	ePCR Monthly Cost	One Time Activation Fee ePCR	HealthEMS SanFAX Transaction Fees (Est.)	Total Estimated Cost Before 10% Contingency	10% Contingency	Total Estimated Cost Plus 10% Contingency
Year 1	\$17,796.00	\$8,250.00	\$ 880.00	\$ 26,926.00	\$ 2,692.60	\$ 29,618.60
Year 2	\$18,696.00	\$ 0.00	\$ 880.00	\$ 19,576.00	\$ 1,957.60	\$ 21,533.60
Year 3	\$19,632.00	\$ 0.00	\$ 880.00	\$ 20,512.00	\$ 2,051.20	\$ 22,563.20
Year 4	\$20,616.00	\$ 0.00	\$ 880.00	\$ 21,496.00	\$ 2,149.60	\$ 23,645.60
Year 5	\$21,648.00	\$ 0.00	\$ 880.00	\$ 22,528.00	\$ 2,252.80	\$ 24,780.80
<b>TOTAL</b>	<b>\$98,388.00</b>	<b>\$8,250.00</b>	<b>\$4,400.00</b>	<b>\$111,038.00</b>	<b>\$11,103.80</b>	<b>\$122,141.80</b>

## IMPACT ON CITY RESOURCES

The contract to be awarded to Sansio is for an amount not to exceed \$122,142 (including 10% contingency) and staff will return to City Council with a request to terminate or renew the Master

Subscription and License Agreement prior to Year 5 with future funding for this agreement being contingent upon City Council budget approval.

## **ATTACHMENTS**

1. Subscription and License Agreement
2. ESO Solutions Agreement