



AUGUSTA 9-1-1 CENTER

Daniel R. Dunlap
Director

Sanita Cheatham
Assistant Director

MEMORANDUM

Date: March 22, 2023

To: Geri Sams, Procurement Director

From: Daniel R. Dunlap, 911 Director *DRD*

Subject: Emergency Medical Dispatch Protocol Emergency Purchase Request

Please accept this memorandum as justification for the emergency purchase for Emergency Medical Dispatch (EMD) call taking protocol software and equipment suite to be utilized at the 911 Center.

With the impending assignment of Central EMS to begin as the state appointed EMS zone provider, the Augusta 911 Center will begin to receive and process emergency medical calls and dispatch ambulance resources. Timing is a concern, as it appears, the beginning of May will be the official launch for Central EMS in Augusta.

Best practices for emergency call handling involve a scripted protocol system for 911 personnel to follow, to consistently obtain information from individuals reporting emergency incidents. Additionally, scripted pre-arrival instructions allow the 911 staff to guide callers through potential lifesaving steps before responders arrive on the scene. Utilization of protocol systems provide established quality improvement procedures and reduces the exposure to liability.

This request is to purchase the Emergency Medical Dispatch (EMD) protocol system through Priority Dispatch. This product will provide the protocols and guidelines to ensure the 911 staff is asking the proper questions and providing the necessary pre-arrival instructions for a wide array of medical emergencies. Also, there is a quality assurance portion within the quote, which is necessary to provide positive reinforcement or corrective feedback to staff. This purchase includes protocol system, the software program, training courses for staff education, a quality assurance tool, quality assurance services and support and maintenance. Currently, the 911 Center maintains the flipchart protocol system through Priority Dispatch for EMD and all 911 staff are EMD certified. This product will integrate with our Computer Aided Dispatch (CAD) system on the same interface utilized with the Emergency Medical Dispatch (EMD) program, thus additional cost savings should be noted.

This purchase would provide standardization with our protocol systems; this is evident by the Augusta 911 Center's utilization of the Emergency Fire Dispatch protocol system to be recognized as an Accredited Center of Excellence (ACE) through Priority Dispatch.



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To utilize a separate vendor, we would be required to enter into an additional maintenance agreement, we would be utilizing an additional/different protocol structure from the current utilized vendor, we would incur costs for additional interfaces into our Computer Aided Dispatch (CAD) system, and all staff would need to be retrained and recertified on a different platform. Additionally, we were able to secure discounted pricing from the vendor due to our ACE status and current use of fire protocols.

We have enclosed the quote for the purchase - \$127,204.00. Funding is available in 911 fund balance and this purchase meets the allowable expenditure qualifications in O.C.G.A 46-5-134 for enhancing the 911 system.

Thank you for the assistance and consideration.

PRIORITY DISPATCH SYSTEM IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the "Agreement") is made on **March 20, 2023** ("Effective Date") and entered by and between Medical Priority Consultants, Inc. dba **Priority Dispatch Corp.** ("PDC"), a Utah corporation, and **Augusta 911 Center** ("Customer"). PDC and Customer are collectively referred to herein as the "Parties" or individually as a "Party."

BACKGROUND

- A. Customer desires to procure and provide an effective, efficient, and comprehensive emergency medical dispatch system for its residents and transient population.
- B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC's products and services, altogether the Medical Priority Dispatch System ("MPDS").

The Parties agree as follows:

1. **Pricing & Payment Terms.** Pricing details for the Medical Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the the quantity of products and services under this Agreement may result in an increase in Customer's pricing, including annual support fees.
2. **Statement of Work.** The Parties will work together in good faith to develop a mutually acceptable Statement of Work for the implementation of the MPDS. Once agreed upon, the Statement of Work shall attach to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the MPDS, designed to assist Customer with meeting the International Academies of Emergency Dispatch ("IAED") operational and performance requirements to become an Accredited Center of Excellence ("ACE").
 - a. **Change in Statement of Work.** Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we're also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The cancellation/change form can be found at https://forms.zohopublic.com/ivanwhitaker/form/ImplementationCourseSoftwareTrainingorTaskChangeRe/formperma/nvPtUq7UHo5M79rHzr9tDW4UF0GxF5HNN1RG_4ukAmU
3. **License.** The use and maintenance of the MPDS and other PDC licensed products are set forth in the applicable End User License Agreement ("EULA").
4. **CAD Integration.** The Parties understand in the event a Computer Aided Dispatch system ("CAD") is used by Customer, any costs relating to the integration of the MPDS software (ProQA®) and Customer's CAD system shall be the sole responsibility of Customer. The integration of Customer's CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.
5. **Term & Termination.** This Agreement shall remain in effect for three (3) years. After 3 years, the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall automatically renew for subsequent terms of one year at the then current annual support prices,

and thereafter may be terminated as set forth below or by giving 90-days non renewal notice before the annual renewal date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

- a. **Termination after Initial Term.** Either Party may terminate this agreement by providing written notice to the other Party at least 90-days before the anniversary of the Effective Date. If written notice is not received by the non-terminating Party at least 90-days before the anniversary of the Effective Date, this Agreement will automatically renew for another year as set forth above.
 - b. **Termination for Cause.** Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.
 - c. **EULA.** This Agreement may be terminated for any reason set forth in the EULA.
 - d. **Effect of termination.** Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 days, all PDC's Confidential Information and intellectual property. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC within thirty (30) days.
6. **Relationship of the Parties.** The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.
 7. **Confidentiality.** During the course of this Agreement, it may become necessary for Customer to handle or receive PDC's Confidential Information. Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement
 8. **Intellectual Property.** Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivatives and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.
 9. **Conflict of Interest.** During the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party's obligations under this Agreement.
 10. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.
 11. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.
 12. **Assignment.** Customer shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of PDC.
 13. **Attachments.** All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.

14. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.
15. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.
16. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Utah, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Salt Lake County in the State of Utah. Each Party hereby agrees to submit to the personal jurisdiction of these courts.
17. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

To PDC:

Priority Dispatch Corp.
110 South Regent Street, Suite 500
Salt Lake City, Utah 84111
Attention: Legal Department
Email: legaldepartment@prioritydispatch.net
Phone: 800.363.9127

To Customer:

Augusta 911 Center
911 4th St.
Augusta, Georgia 30901-24-6
Attention: Daniel R. Dunlap-911 Director
Email: DDunlap@augustaga.gov
Phone: (706) 821-1209

18. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

In Witness Whereof, the parties have caused this Independent Contractor Services Agreement to be executed by their duly authorized representative.

PDC

CUSTOMER

Signature: _____

Signature: _____

Print Name: Simón Cantarero

Print Name: _____

Title: General Counsel & Corp. Secretary

Title: _____

Attachment A

SEE ATTACHED SALES QUOTE #64839

INITIAL MPDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial MPDS implementation and training are **\$127,204.00** (see attached Sales Quote #Q-64839). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

Payment Schedule: Please see attached Payment Schedule for the initial MPDS Implementation.

CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-3)

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2:	\$40,760.00
Year 3:	\$40,760.00

Payment Schedule: Annual support fees will be billed yearly upon the anniversary of the Effective Date of this Agreement.

Payment Notes:

1. Customer will be billed on an annual basis.
2. All prices in USD
3. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
4. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
5. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
6. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).

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Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Gessie Schechinger
Phone: (800) 363-9127
Direct: +1 8015203648
Email: gessie.schechinger@prioritydispatch.net

Agency:
Agency ID#:
Quote #:
Date:
Offer Valid Through:
Payment Terms

Currency:

Augusta 911 Center
 4809
 Q-64839
 3/20/2023
 5/25/2023
 Net 30

 USD

Bill To:
 Augusta 911 Center
 911 4TH ST
 Augusta, Georgia 30901-2406
 United States

Ship To:
 Augusta 911 Center
 911 4TH ST
 Augusta, Georgia 30901-2406
 United States

Product	Qty	Amount
ProQA Medical Software Licenses Automated calltaking software	15	USD 63,750.00
XLerator Client Server Suite Client server software application suite	1	USD 2,500.00
Advanced SEND Cards for MPDS - Box of 100 Individual S.E.N.D. cards	1	USD 50.00
ED-Q Training and Certification for EMD Materials, tuition and certification (2 days, 16 hours)	2	USD 1,100.00
Remote ProQA Software Training - M Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	50	USD 7,450.00
Remote AQUA Software Training - M Per person cost for six hours of AQUA software training completed in a virtual, instructor-led environment	2	USD 398.00
Remote ProQA & AQUA Reports Training Per person cost for 4 hours of training on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	2	USD 298.00
Remote System Administration Training Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment	2	USD 398.00
Remote Software Installation/Update - M Software installation or update completed remotely by Priority Dispatch	1	USD 500.00
Implementation Support Package for Cardset Upgrade to ProQA Implementation support and quality management program development	1	USD 10,000.00
IAED Accreditation Application Fee EMD IAED fee for accreditation	1	USD 2,250.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	15	USD 21,000.00
ACE Discount Incentive for achieving ACE in a reasonable timeframe	1	USD -2,250.00
Q Plus for EMD (12 Months) Quality Performance Review - EMD Expert case review and reporting for 108 cases per month for 1 year. Subscription auto-renews without written cancellation	1	USD 19,760.00
Year 1 & Implementation TOTAL:		USD 127,204.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	15	USD 21,000.00
Q Plus for EMD (12 Months) Quality Performance Review - EMD Expert case review and reporting for 108 cases per month for 1 year. Subscription auto-renews without written cancellation	1	USD 19,760.00
Year 2 TOTAL:		USD 40,760.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	15	USD 21,000.00
Q Plus for EMD (12 Months) Quality Performance Review - EMD Expert case review and reporting for 108 cases per month for 1 year. Subscription auto-renews without written cancellation	1	USD 19,760.00
Year 3 TOTAL:		USD 40,760.00

Subtotal	USD 127,204.00
Estimated Tax	
Total	USD 127,204.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."

"To lead the creation of meaningful change in public safety and health."

Attachment B

STATEMENT OF WORK

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PHASE	EXPLANATION OF PHASE
Initial Assessment	Implementation Pre-Planning – Conference Call
Phase 1	Organization Set-up and Quality Improvement Unit (QIU) Activities
Phase 2	Training
Phase 3	Software Installation and Configuration
Phase 4	System Implementation
Phase 5	Quality Assurance Phase: 30 days post on-line
Phase 6	Quality Improvement Phase: 90 days post on-line
Phase 7	Accreditation
Phase 8	Ongoing support

DELIVERY AND IMPLEMENTATION OF THE MPDS, PROQA, & AQUA

Delivery and Implementation of the MPDS

The purpose of this Implementation and Detailed Schedule is to provide an overview of the proper steps that will be taken to ensure the successful implementation of, and ongoing support of the MPDS. This plan will also assist your agency in meeting all the standards necessary for accreditation by the IAED as an Accredited Center of Excellence (ACE). To accomplish this, PDC will assist in implementing a self-sustaining quality improvement and risk management system that will ensure a continuous, safe and effective emergency dispatch operation both now and in the future.

Statement of Work: Implementation of the MPDS

INITIAL ASSESSMENT (IMPLEMENTATION PRE-PLANNING CONFERENCE CALL)

The initial step in the implementation process will be a conference call involving the communications center director and any other senior management team members deemed appropriate by the director, the involved PDC Regional Account Manager, and the PDC consultant detailed to be the Project Manager for the implementation. The purpose of the conference call will be an initial introduction of all involved parties and to set a start date for the implementation.

The next step, through the use of our Consulting Questionnaire and Consulting Evaluation processes, PDC Project Managers will obtain information about the communications center, key management officials and positions, the current emergency dispatch methodology, services provided, unit allocation and configuration, response times, management practices, quality improvement/assurance and risk management programs as they relate to the emergency dispatch function.

Other information obtained will include local and regional issues of concern, as well as demographic and statistical data. Information will be gathered primarily through the use of survey documents where possible. These documents should be completed and returned to the PDC Project Manager for review. PDC's assessment focus is directed towards training needs and quality improvement/assurance issues, the communication center dispatch policies, practices and procedures, and a comprehensive systems approach to emergency services dispatch evaluation. PDC may elect to perform an on-site visit to gather or help facilitate the gathering of information.

PHASE 1 Organization Set-up and Quality Improvement Unit (QIU) Activities

- Leadership/Implementation Course. PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EMD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.
- Steering and MDRC meeting. PDC staff will assist in the development of the implementation process by supporting the managers of the agency.
- Combined Steering and Medical Dispatch Review Committee (MDRC) meeting. PDC staff will provide guidance and support in the creation and first meeting of the Steering and MDRC committee. PDC will provide generic policies and procedures for review and revision to aid in administration of the Steering
- Committee, MDRC and Quality Improvement Unit (QIU), as well as the appropriate use of the MPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.
- Technical Evaluation. A PDC technical specialist will meet with your IT staff to lay out a plan of action, review system requirements for PDC software, discuss software options to prepare for installation, identify and verify all dispatch and training workstations, and discuss Computer-Aided Dispatch (CAD) interface parameters. Typical participants in the Technical Evaluation include system administrators, IT staff, in-house CAD staff, and dispatch center management.

PHASE 2 Training

- Project Manager training. PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.
- Certification and Software training split into two categories. PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. IAED Certified instructors will provide training and certification courses to all calltakers, dispatchers and supervisors. Emergency Dispatch — Quality (ED-Q) instructors will provide certification training to all QA/QI personnel. A PDC software specialist will set-up, install and train all dispatch personnel on the use of the EMD ProQA software as well as ED-Q personnel in the use of AQUA case review software. Software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of training sessions over a suitable amount of days.



PHASE 3 Software Installation and Configuration

- ProQA, AQUA, and XLerator database management Software. PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLerator Software.
- CAD Interface Testing. The CAD Interface will also be tested for proper functionality.



PHASE 4 System Implementation

- EMD orientation to Quality Improvement Unit (QIU), Quality Manager (QM) activities and performance monitoring. PDC staff (or an appropriately qualified (EMD-Q) instructor), will provide an EMD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. Emergency Medical Dispatch-Quality (EMD-Q) training will require a projector for the instructor and a class room suitable for all EMD-Q attendees.
- Initiate use of the MPDS On-line Training. PDC staff will provide on-site supervision and on-line training of communication staff during implementation of MPDS.

PHASE 5 Quality Assurance Phase (30 days post on-line)

- Ongoing MDRC support. PDC staff will provide ongoing support for MDRC activities through direct attendance of separate or joint MDRC and Steering Committee meetings.
- QA Review of Agency Calls. PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.
- Review and calibrate QA system data. PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.
- Developmental support of Continuing Dispatch Education (CDE) program. PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics. PDC will provide examples and curriculum outlines.
- Field orientation and distribution of Field Responder Guides (FRG) (in appropriate markets). PDC staff will provide a brief (30 minutes) tutorial on the principles of the MPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.
- SEND (Secondary Emergency Notification of Dispatch) Orientation (in appropriate markets). PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD.
- Public education. PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.



- Ongoing master case review of the QIU case reviewers and recommendations for performance improvement. PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

PHASE 6 Quality Improvement Phase (90 days post on-line)

- Response configuration modification support. PDC staff will assist the system Medical Director in making changes to response configurations after compliance to protocol has reached appropriate levels.
- System impact evaluation. Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.
- Supplemental Visit (1-day increment). In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

PHASE 7 Accreditation

- Master review of case review processes prior to accreditation. PDC staff will provide ongoing "master case review" of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.
- Accreditation submission support. PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.

For more information, see "Accreditation of Excellence" and "20 Points of Accreditation Excellence" located in Tabs 4.5 and 4.5.

PHASE 8 Ongoing support

- IT, Consulting and or CDE onsite days. PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, Continuing education requirements as per the client to maintain high MPDS protocol performance and compliance.

