

RESOLUTION

21-1

WHEREAS, the Sangamon County ETSD is currently in need of an upgrade to the Priority Dispatch Emergency Medical Dispatch system from a physical card system to an integrated electronic system; and,

WHEREAS, the Priority Dispatch Emergency Medical Dispatch system bridges the gap between the moments a 9-1-1 call is received to the time medical personnel arrive on scene; and,

WHEREAS, the ETSD will enable the 9-1-1 Dispatchers to be more efficient and better serve the citizens of Sangamon County during emergency medical situations with the upgrade; and,

WHEREAS, The Medical Directors in Sangamon County prefer the multi-agency continuity the Priority Dispatch Emergency Medical Dispatch system provides; and,

WHEREAS, the Sangamon County ETSD has determined the Priority Dispatch Emergency Medical Dispatch system is a sole-source vendor as a solution to the needs listed above; and,

WHEREAS, Sangamon County has negotiated a tentative agreement with the Priority Dispatch Emergency Medical Dispatch system in the amount of \$145,432.00; and,

NOW THEREFORE, BE IT RESOLVED, BY THE COUNTY BOARD MEMBERS OF SANGAMON COUNTY, in session this the 14th day of January, 2020 A.D., that the above contract be approved with the Priority Dispatch Emergency Medical Dispatch System at a cost not to exceed \$145,432.

FILED

JAN 09 2020

Don J. Hayes
Sangamon County Clerk

RECEIVED
2669

JAN 9 2020

Andy Goleman
SANGAMON COUNTY AUDITOR

Sangamon County Purchase Order FY2019

Purchase Orders are required for all Informal Quotes (>\$3,500) and Formal Solicitations (>\$30,000)

Department Information

PO Number: PriorityDispatch10112019 (Manually Assigned by Department)
Department: ETSD Employee Contact: Amanda Brewer
Department Head Signature: [Signature] Date: 10-11-19

Purchase Order Type (Regular, Exception or Emergency)

Type: Regular [] (3 Quotes or RFP Documentation Required)

Legal Review Date: (>\$30,000 or Exception - see below)

Exception [x] (Provide detailed explanation in Purchase Description/Narrative Section)

Reason: Joint Purchasing Contract [] Sole Source [x] Professional Services []
Not Suitable for Quotes/RFP Other []

Emergency [] County Administrator Signature: _____

- Will be reported at the next Oversight and/or County Board Meeting Date: _____
Provide detailed explanation in Purchase Description/Narrative Section

Purchase Request Information

Vendor: Priority Dispatch Quantity: 1 Price Per Unit: 145432.00
Total Price: 145432.00 G/L: 038.911.600.000

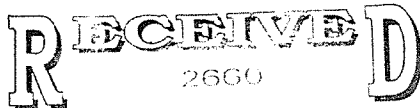
Purchase Description/Narrative:

Auditor's Office (PO request documents need to be to the Auditor's Office 5 business days prior to the oversight committee meeting)

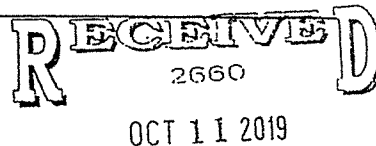
Date Received: 10/11/19 Date Review Completed: 10/11/19
Auditor's Office Signature: [Signature]

County Board Meeting Date: 10-16-19 Signature: [Signature]
Approved by Oversight Committee:
Approved by County Board (if applicable):

(County Board Resolution Required for All POs >\$30,000)



5/1/19



OCT 11 2019

JAN 9 2020

Andy Goleman SANGAMON COUNTY AUDITOR

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Sangamon County Purchase Order FY2019

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Department Head Signature: [Signature] Date: 10-11-19

Purchase Order Type (Regular, Exception or Emergency)

Type: Regular [] (3 Quotes or RFP Documentation Required)
Legal Review Date: JAB 10/15/19 (>\$30,000 or Exception - see below)
Exception [x] (Provide detailed explanation in Purchase Description/Narrative Section)

Reason: Joint Purchasing Contract [] Sole Source [x] Professional Services []
Not Suitable for Quotes/RFP Other []

Emergency [] County Administrator Signature: _____
Date: _____
Will be reported at the next Oversight and/or County Board Meeting
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Purchase Request Information

Vendor: Priority Dispatch Quantity: 1 Price Per Unit: 145432.00
Total Price: 145432.00 G/L: 038.911.600.000

Purchase Description/Narrative: See attached email from Chris Mueller to me. (dated 10/04/19) JAB

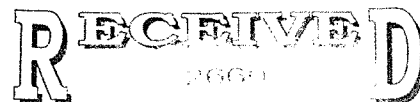
Auditor's Office (PO request documents need to be to the Auditor's Office 5 business days prior to the oversight committee meeting)

Date Received: _____ Date Review Completed: _____
Auditor's Office Signature: _____

County Board Meeting Date Signature
Approved by Oversight Committee: _____
Approved by County Board (if applicable): _____

(County Board Resolution Required for All POs >\$30,000)

5/1/19



JAN 9 2020

Andy Goleman
SANGAMON COUNTY AUDITOR

JAN 9 2020

**PRIORITY DISPATCH SYSTEM
IMPLEMENTATION AGREEMENT**

Andy Goleman
SANGAMON COUNTY AUDITOR

This Priority Dispatch System Implementation Agreement (the "Agreement") is made and entered by and between Medical Priority Consultants, Inc. dba PRIORITY DISPATCH CORP ("PDC"), a Utah corporation, and SANGAMON COUNTY ON BEHALF OF SANGAMON COUNTY EMERGENCY TELEPHONE SYSTEM DEPARTMENT ("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 Medial 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 quantity of products and services under this Agreement may result in an increase in Customer's pricing, including annual support fees.
2. **License.** The use and maintenance of the MPDS and other PDC licensed products are set forth in the applicable End User License Agreement ("EULA") a copy of which can be found at <https://www.prioritydispatch.net/wp-content/uploads/2016/06/End-User-License-Agreement.pdf>.
3. **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.
4. **Term & Termination.** This Agreement shall have an initial term of five (5) years from the Effective Date and shall remain in effect unless terminated as set forth below. The Effective Date is the latter of the signature dates of the Parties below. After the initial term, the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward.
 - a. **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.
 - b. **EULA.** This Agreement may be terminated for any reason set forth in the EULA.
 - c. **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.
5. **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.
6. **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. This section does not affect Customer's obligation to respond to requests to review or copy public documents made pursuant to the Illinois Freedom of Information Act.

7. **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.
8. **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.
9. **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.
10. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.
11. **Assignment.** Neither Party shall assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of the other Party.
12. **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.
13. **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.
14. **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.
15. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the United States of America.
16. **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: legal.dept@prioritydispatch.net
 Phone: 800.363.9127

To Customer:

Sangamon County
2000 Shale St
Springfield, IL 62703
 Attention: Chris Mueller
 Email: chris.mueller@co.sangamon.il.us
 Phone: 217.747.5145

17. **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.

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The Parties have executed this Agreement by their duly authorized representatives as of the last date below.

PRIORITY DISPATCH CORP.

SANGAMON COUNTY

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

INITIAL MPDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial MPDS implementation and training are **\$145,432.00** (see attached Sales Quote #Q-47017). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-5)

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

Year 2:	\$15,900.00
Year 3:	\$15,900.00
Year 4:	\$17,058.00
Year 5:	\$17,058.00

Payment Schedule: Annual support fees will be billed yearly upon the anniversary of the implementation.

Payment Notes:

1. Customer will be billed on an annual basis. All prices in USD
2. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
3. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
4. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
5. 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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QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Jon Stones
Phone: (800) 363-9127
Direct: Ext. 149
Email: jon.stones@prioritydispatch.net

Agency: Sangamon County Emergency Telephone System
Agency ID#: 4642
Quote #: Q-47017
Date: 10/11/2019
Offer Valid Through: 11/29/2019
Payment Terms: Net 30
Currency: USD

Bill To:
Sangamon County Emergency Telephone System
Chris Martin
2000 SHALE ST
Springfield, Illinois 62703-5694
United States

Ship To:
Sangamon County Emergency Telephone System
Chris Martin
2000 SHALE ST
Springfield, Illinois 62703-5694
United States

Product	Qty	Amount
Pre-Implementation Site Evaluation On-site operational and technical assessment	1	USD 3,000.00
ProQA Medical Software Licenses Automated calltaking software	12	USD 45,000.00
ProQA Medical Training Software Licenses Training, non-live calltaking software	4	USD 7,500.00
AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	2	USD 3,500.00
XLerator Client Server Suite Client server software application suite	1	USD 4,500.00
MPDS Quality Assurance Guide Quality Assurance Guide for training and case review only	2	USD 90.00
Advanced SEND Cards for MPDS - Box of 100 Individual S.E.N.D. cards	3	USD 150.00
ProQA Software Training for EMD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	3	USD 4,500.00
Remote ProQA Software Training - M Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	4	USD 596.00
ED-Q Training and Certification for EMD Materials, tuition and certification (2 days, 16 hours)	5	USD 2,500.00
AQUA Software Training 8-hour course Onsite day and AQUA training	1	USD 1,500.00
Remote ProQA & AQUA Reports Training Per person cost for four hours of training for administrators, managers and supervisors on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	4	USD 596.00

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

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QUOTE

Product	Qty	Amount
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	4	USD 796.00
Software Installation and Configuration On-site technical assistance for software installation and configuration for IT personnel	1	USD 1,500.00
Active Assailant Course Registrations	43	USD 4,257.00
College of Emergency Dispatch Annual Subscription Online access to the College of Emergency Dispatch for 12 months	43	USD 3,827.00
Implementation Support Package for EMD Implementation support and quality management program development	1	USD 30,000.00
Q Plus for EMD (6 Months) Client Performance Review/ National Q Service (EMD) Expert case review and reporting for 25 cases per week for 6 months. Renewable option available.	1	USD 11,700.00
Academy Analytics Dashboard – Tier 3 Near-real-time, online dashboard and analytics tool for ProQA, powered by FirstWatch	1	USD 5,000.00
IAED Accreditation Application Fee EMD IAED fee for accreditation	1	USD 2,250.00
Trip Charge/Travel Expenses Travel expense	1	USD 4,500.00
Priority Dispatch System ESP (P) M	12	USD 14,400.00
System License Renewal, Service & Support. Includes bundled updated licensed products and services. Term: Year 1		
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 3 License renewal, service and support	1	USD 1,750.00
Incentive for achieving ACE in a reasonable timeframe	1	USD -8,000.00
Shipping & Handling	1	USD 20.00
EMD Software Implementation TOTAL:		USD 145,432.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M	12	USD 14,400.00
System License Renewal, Service & Support. Includes bundled licensed products and services. Term: Year 2		
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 3 License renewal, service and support	1	USD 1,500.00
ProQA Training License ESP (B) M License Renewal, Service & Support	4	USD 0.00

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

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QUOTE

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support. Includes bundled updated licensed products and services. Term: Year 3	12	USD 14,400.00
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 3 License renewal, service and support	1	USD 1,500.00
ProQA Training License ESP (B) M License Renewal, Service & Support	4	USD 0.00
Priority Dispatch System ESP (P) M System License Renewal, Service & Support. Includes bundled licensed products and services. Term: Year 4	12	USD 15,408.00
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 3 License renewal, service and support	1	USD 1,650.00
ProQA Training License ESP (B) M License Renewal, Service & Support	4	USD 0.00
Priority Dispatch System ESP (P) M System License Renewal, Service & Support. Includes bundled licensed products and services. Term: Year 5	12	USD 15,408.00
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 3 License renewal, service and support	1	USD 1,650.00
ProQA Training License ESP (B) M License Renewal, Service & Support	4	USD 0.00
Priority Dispatch System Annual Maintenance Yrs 2-5 TOTAL:		USD 65,916.00

Subtotal	USD 145,432.00
Estimated Tax	
Total	USD 145,432.00

Customer Signature: _____
 Customer Name: _____
 Credit Card #: _____

Date: _____
 Purchase Order ID: _____
 Expiration Date: _____

TERMS AND CONDITIONS

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

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ATTACHMENT A
Sangamon County ETS
Implementation Agmt



QUOTE

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. For further information see <https://prioritydispatch.net/license-agreement/>

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



MEMORANDUM OF SOLE SOURCE

Emergency Medical, Police, and Fire Priority Dispatch Systems

4 September 2018

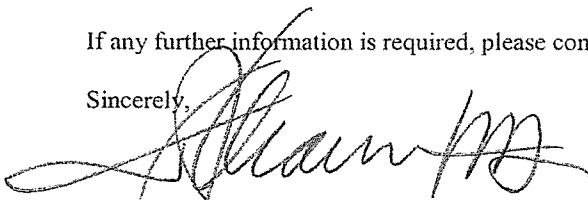
Priority Dispatch Corp. (evolved from Medical Priority Consultants, Inc.) is the only all-purpose and comprehensive Priority Dispatch systems provider company in the world. This includes the following exclusive areas within Emergency Dispatch:

- 1) Only provider of Expert System Priority Dispatch call-taking software
- 2) Only provider of fully two-way CAD integrated Priority Dispatch software system (ProQA)
- 3) Only provider of Automated Quality Assurance Priority Dispatch Case Review software (AQUA)
- 4) Only provider of 24 hour/7day technical support service for Priority Dispatch-related software
- 5) Only contracted provider of the International Academies of Emergency Dispatch's unified protocol systems: Medical Priority Dispatch System version 13.1, Police Priority Dispatch System version 6.0, and Fire Priority Dispatch System version 6.1
- 6) Only contracted provider of the International Academies of Emergency Dispatch's unified alternate care/referral protocol OMEGA (Medical Priority Dispatch System) version 13.1 OMEGA
- 7) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 6th Edition
- 8) Only provider of Comprehensive Implementation of MPDS, FPDS, and PPDS Consulting Services (IAED Accreditation Eligibility services)
- 9) Only contracted Emergency Dispatch Instructor Training organization through the International Academies of Emergency Dispatch
- 10) Only contracted ED-Q Training organization through International Academies of Emergency Dispatch
- 11) Only contracted National Q comprehensive quality assurance program
- 12) Only contracted Priority Dispatch International Emergency Dispatch Leadership Certification Seminar Training organization through International Academies of Emergency Dispatch
- 13) Only Priority Dispatch CD-ROM-based continuing education (CDE) program provider
- 14) Only contracted provider of IAED-approved Priority Dispatch standards and versions update materials
- 15) Only provider of automated EMD Dispatch Diagnostics (Agonal Breathing Detector Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Meningitis Diagnostic Tool)

Priority Dispatch takes pride in being the sole source for the majority of Priority Dispatch-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of Priority Dispatch.

If any further information is required, please contact me directly.

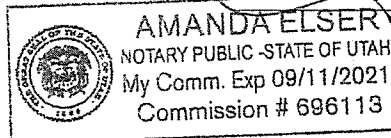
Sincerely,



Jeff J. Clayson, M.D.
 CEO & Medical Director
 Director, Division of Research & Standards

- Cc: Office of the President
 Contracts Division
 Director of Sales and Service
 Director of Consulting
 Director of Technical Support
 Director of Software Development Group
 Director of International Services
 Manager of Research
 Manager of Standards and Translation
 Manager of Quality Assurance

State of Utah _____
 County of Salt Lake
 On this 4 day of September, 2018,
 before me Amanda Elser,
 a notary public, personally appeared
Jeff J. Clayson, M.D.
 whose identity is personally known to me and whose
 name is subscribed to this instrument, and acknowledged
 he executed the same.
 Witness my hand and official seal.





701 North First Street • Springfield, Illinois 62781-0001
ChooseMemorial.org • Phone (217) 788-3000

July 21, 2019

Joe Powell, Chairman
Sangamon County Emergency Telephone System Department
Sangamon County Central Dispatch System

Chairman Powell,

As the EMS Resource Hospital to Springfield Fire Department, all three Springfield ambulance companies and several county fire departments our office has a close working relationship with Sangamon County Central Dispatch System. The office has always been good to work with and current leadership always include us in discussions that affect our agencies.

In addition to the agencies in Sangamon County, we also work with a variety of EMS agencies in the surrounding counties. In our role as an EMS Resource Hospital we are required, by Illinois Statute, to authorize and support Emergency Medical Dispatch agencies. We work with the majority of your surrounding licensed EMD Centers, including Logan County, Menard County, Christian (Shelby) County, Macoupin County, West Central 911 (Morgan, Green and Calhoun Counties) and Scott County. As IDPH continues to enforce the requirements of EMD, we have worked with a variety of agencies to meet and maintain the medical requirements under IDPH.

As SCCDS works to update their software and equipment, I would ask that the governing bodies of the dispatch center consider the interoperability of equipment and training with the neighboring agencies. This would have a twofold benefit. When considering regular business operations it allows the trained EMD to move from one center to another with less orientation requirements. This was the case recently with a dispatcher who left West Central 911 to join your center. Additionally in the event of a disaster, it allows personnel resources to be more easily moved from one location to another to address the needs of the greater community. With one exception, all of the agencies which we have the opportunity to work with utilize Priority Dispatch. The larger agencies of utilize the electronic version instead of the card system to assist with the volume of calls they handle.

As you move forward with your equipment upgrades, please consider the options of interoperability in the equation of what is the best option for Sangamon County.

Please reach out with any questions or concerns,

Sara Brown,
EMS System Manager

Matt Johnston,
EMS Medical Director



October 2, 2019

Joe Powell, Chairman
Sangamon County Emergency Telephone System Board
2000 Shale St.
Springfield, IL 62703


Dear Chairman Powell:

I was recently made aware that the Sangamon County Emergency Telephone System Board (SCETSB) is in the process of updating its dispatch system to allow for the use of the computer aided dispatch (CAD) for the purposes of medical dispatch as well as pre-arrival medical instruction. This is great news for not only the Emergency Medical Dispatchers but for the general public as well.

It is my hope that the SCETSB would utilize the ProQA EM software. This program utilizes the International Academies of Emergency Dispatch Protocols (IAEDP) already approved by me as the Medical Director for the HSHS St. John's Hospital SAMIC EMS System for which the Sangamon County Central Dispatch System (SCCDS) is a participant. Utilizing the IAEDP that are currently approved also gives the dispatchers, who have been utilizing these protocols for years, consistency in practice. It is also the protocol that the EMS responders in the field are accustomed.

I would urge the SCETSB to utilize the ProQA product when moving forward with this important upgrade. If you have any questions please do not hesitate to contact me. I appreciate your efforts to improve emergency medical response in our community.

Sincerely,


Michelle Alepha, MD
EMS Medical Director
HSHS St. John's Hospital