Call Handling System

System Implementation Overview

Idaho Falls & Bonneville County E911
911 North Skyline Drive
Idaho Falls, ID. 83402

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April 5, 2016
Agency Overview

Idaho Falls & Bonneville County E911 is located in the city of Idaho Falls, ID which has a population of approximately 107,500 residents. The 911 call center operates as a primary PSAP dispatching medical, fire and police responders. There are twenty three Telecommunicators are employed at this facility. Currently the telecommunicators are certified in Fire Service and Emergency Medical Dispatch through IAED. The telecommunicators will be attending a transition training course through PowerPhone to learn PowerPhone’s call handling methodology. Resource dispatch will be managed using New World CAD at their three workstations; seven additional workstations are used as backup and for training.

During discussion with representatives from this agency it was identified that:

1. The availability of classroom training, as well as cost associated with classroom training was creating difficulty in maintaining current certifications.
2. The current protocol delivery software does not provide an integrated approach, and requires additional software to be purchased if the agency was to choose to add in additional certifications.

PowerPhone’s Recommended Solution

Maintaining effective call handling requires the deployment of training, tools and ongoing assessment to ensure the skills and processes performed by operators remain effective. PowerPhone’s Total Response system has been designed to meet these criteria. Our organization is able to draw on over 25 years of experience supporting 911 call centers across America and overseas. To meet your needs we shall provide:

1. **Training Flexibility.** Our blended training program which combines online learning modules with instructor lead sessions will be the foundation from which telecommicators will become more consistent in their call handling operations. Each staff member shall complete a Transition training course that outlines PowerPhone’s call handling methodology. The online platform will allow the agency to better manage employee certifications, and allow for more flexibility in the training offered.
2. **Integrated Call Handling.** PowerPhone’s integrated call handling system allows telecommunicators to gather information based on conditions present on scene, as well as streamline the call taking process. Idaho Falls & Bonneville County E911 will be able to use Total Response for all emergency medical, and fire service calls, and if they choose to certify in Law Enforcement dispatch the agency will not have to purchase any additional software. CACH comes pre-loaded with the protocols for all law, fire and medical calls.

Implementation Program

To implement these recommendations a program comprised of the following steps shall be supported:

1. **Initiation.** Your primary contact with PowerPhone will be the Implementation Manager assigned to support you for the duration of this project. You are encouraged to reach out to your IM whenever questions arise, their primary goal is to support your agency successfully implementing Total Response in order to realize the benefits it offers.
2. **System Overview.** Access to a self-paced online training program will be provided for managers and supervisors to be informed of the key stages of implementation. You are strongly advised to encourage all supervisory personnel involved in this project to view this short program which has been designed to help your agency attain the greatest benefit possible from its investment in Total Response.
3. **Certification.** Idaho Falls & Bonneville County E911 will be enrolled in PowerPhone’s transition training course. This course will provide the agency’s 23 telecommunicators with the methodology and call handling approach of Total Response. This will prepare each telecommunicator to use PowerPhone’s journalistic, investigative approach to gathering information, as well as provide insight on using Powerphone’s protocol system. Transition training is based on verification of current, valid certifications in Fire Service, and Emergency Medical Dispatch. Once the telecommunicator’s current certification is ready for renewal, the telecommunicator will go through PowerPhone’s online recertification process.

4. **Software Installation.** In parallel with certification training the task of installing CACH on your server and workstations can take place. Much of this can be performed via a remote web connection supported by your internal technical staff. Pricing has been based off the concurrent usage of 3 workstations.

5. **CAD Code Mapping.** A vitally important task once the software has been installed and tested, is the mapping of your CAD dispatch codes to condition triggers within CACH. As a call handler enters incident information into CACH during a 911 call, the triggering of conditions that would initiate the dispatch of resources are passed from CACH to your CAD system in the form of incident codes you are already familiar with. Initially, the process of CAD code mapping can appear overwhelming, but your Implementation Manager will be happy to help guide you through this process.

6. **Assessor Training.** Staff designated to perform ongoing call assessments will enrolled in an additional certification course to provide them with the skills to perform this task.

7. **Additional training in use of the respective CACH modules; Call Handler, Administrator, Call Assessor and Script Builder shall be provided by your Implementation Manager.** The schedule of times and dates when this will take place will be established to coincide with your agency’s ongoing operational activities.

8. **Go Live.** On the date when you and your Implementation Manager agree to commence live operational use of Total Response, they will be available to answer any questions that arise and help if any unforeseen problems operating CACH arise.

9. **Call Assessment.** With call records now been created, the members of staff designated as Assessors should start a regular process of call assessment increasing the volume of calls sampled as they refine their process. It will take several months to build sufficient trend data, in the short term assessment records will help determine whether any reinforcement training is required either in use of protocols or general communication skills.

**Post Implementation**

With 6 to 12 months of assessment data gathered, your agency will be ready to consider undertaking your Accreditation Assessment. Our accreditation program has been designed to enable agencies to receive third party validation of achieving the aims and objectives that triggered the decision to introduce Total Response. As a mark of excellence your accreditation award demonstrates your agency’s ongoing commitment to strive for continual improvement both in terms of operational procedure but also the development of the personnel who deliver these services.

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**Project Contact**
The following persons shall serve as primary points of contact for this project:

For PowerPhone
Mike Jones, Director of Professional Services  
208.413.6144  
mjones@powerphone.com

Idaho Falls & Bonneville County E911  
Greg Warner, Director  
208.612.8669  
gwarner@co.bonneville.id.us

Project Payment Schedule

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- Idaho Falls & Bonneville E911's approval code:
- Payments should be made payable to PowerPhone
- Please mail payments to 1321 Boston Post Road, Madison, CT 06443
- PowerPhone's Federal Tax ID #: 06-1121538
SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is hereby entered into between PowerPhone, with offices at 1321 Boston Post Road, Madison, CT 06443 ("PowerPhone") and the Idaho Falls & Bonneville County E911 with offices at 911 North Skyline Drive, Idaho Falls, ID.83402 ("Customer") on the following terms and conditions.

The Exhibit(s) listed below are incorporated and made part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement (Software License Agreement) will take precedence over any Exhibits.

1. LICENSED PRODUCT

The parties are entering into this Agreement to establish an arrangement whereby PowerPhone is licensing certain application software programs, as described more fully in Attachment A - Product Schedule (the "Licensed Product") on terms and subject to the conditions set forth herein.

2. SCOPE OF USE

PowerPhone expressly reserves all rights in the Licensed Product not specifically granted to Customer.

2.1 Delivery & Installation. Unless otherwise agreed in writing, PowerPhone shall be responsible for installing the Licensed Product on the computer system provided by Customer.

2.2 Operating License. Customer is granted a nonexclusive license to install the Licensed Product for internal use on appropriately configured equipment and to install, store, load, execute and display (collectively, the "License") the Licensed Product by no more than the number of concurrent users defined in Attachment A – Product Schedule, at any one time. The Licensed Product may be deleted from a machine on which it was originally installed and may be relocated to and used on another machine by Customer, subject to the foregoing limitations. In the event Customer exceeds the number of permitted concurrent users, Customer shall pay to PowerPhone the appropriate license fees for the additional users.

3. ACCEPTANCE

The Licensed Product shall be deemed accepted by Customer unless Customer notifies PowerPhone in writing of a material defect in the Licensed Product within thirty (30) business days after delivery and commencement of the Operating License (the "Test Period"). If material defects are discovered during the Test Period, Customer shall provide a written "punch list" identifying the specification at issue and explaining why the Licensed Product does not meet the specification. PowerPhone shall have a reasonable opportunity to correct, replace or provide functional "workarounds" for all punch list items or to commence corrective action reasonably acceptable to Customer and proceed with reasonable diligence to completion. Upon notice of correction, the Test Period shall be repeated. If Customer makes substantial beneficial use of the Licensed Product, it shall conclusively be deemed accepted and any outstanding punch list items shall be addressed to the extent provided under Section 7 – Warranties & Limitation of Liabilities, or Section 4 - Support Services.

4. SUPPORT SERVICES

4.1 Maintenance. The PowerPhone shall provide support services for the Licensed Product beyond any warranty coverage described in Section 6 – Warranties, in accordance with a separate Software Maintenance Agreement.

4.2 Training. In consideration of Customer's payment of a training fee, PowerPhone shall provide Customer the number of consulting days and training services identified on the Product Schedule for training Customer's employees in the operation of the Licensed Product.
5. **CONFIDENTIAL & PROPRIETARY INFORMATION**

Customer agrees that aspects of the License and Licensed Product, including, but not limited to, the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of PowerPhone. Customer agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of PowerPhone. Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Customer agrees to use the Licensed Product for the sole purposes set forth in this Agreement and during the term of this Agreement and for no other purpose and at no other time. Title to Licensed Product and documentation shall remain solely with PowerPhone.

6. **WARRANTIES & LIMITATION OF LIABILITIES**

**LIMITED WARRANTY.** PowerPhone warrants that for a period of one (1) year from the date of shipment from PowerPhone: (i) the media on which the Licensed Product is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Licensed Product substantially conforms to its published specifications. Except for the foregoing, the Licensed Product is provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer’s exclusive remedy and the entire liability of PowerPhone and its suppliers under this limited warranty will be, at PowerPhone’s option, repair, replacement, or refund of the Licensed Product. In no event does PowerPhone warrant that the Licensed Product is error free or that Customer will be able to operate the Licensed Product without problems or interruptions.

This warranty does not apply if the Licensed Product (a) has been altered, except by PowerPhone, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by PowerPhone.

**DISCLAIMER.** EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

IN NO EVENT WILL POWERPHONE OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF POWERPHONE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall PowerPhone’s or its suppliers’ liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which PowerPhone does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

7. **TERMINATION**

This License is effective until terminated. Customer may terminate this License at any time by destroying all copies of Software, including any documentation. In the event that the Customer fails to comply with any provision of this license, PowerPhone shall provide the Customer with written notice to terminate the license unless mutually agreed measures to correct the breach are not put in place within 30 days of the notice date.

Upon termination, Customer must destroy all copies of Licensed Product. Termination shall have no effect on the parties’ rights or obligations to safeguard and respect Confidential & Proprietary Information under Section 5 - Confidential & Proprietary Information, or rights or obligations under Section 6 - Warranties & Limitation of Liabilities.
8. GOVERNING LAW/ARBITRATION

The jurisdiction where the Customer's office is located shall govern all claims and disputes under this agreement, including breach of contact claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort. Nothing contained herein will be deemed to be a waiver of any right that may exist to remove an action filed in state court or federal court.
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement.

For PowerPhone:

By: [Signature]

Patrick Kelly

(Type or Print Name)

Title: Dir. of Operation

For Customer:

By: [Signature]

Roger S. Christensen

(Type or Print Name)

Title: chairman
ATTACHMENT A – PRODUCT SCHEDULE

Customer Purchase Order Number and Date:

Customer Reference Number:

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