

May 17, 2015

To: Lumpkin County Commission and to Whom it may concern

From: Jack M. Freeman, Jr., M.D.
Medical Director Lumpkin County Fire and EMS

RE: Emergency Medical Dispatch

Dear Sirs:

Lumpkin County is in desperate need to update the Emergency Medical Dispatch (EMD) information that dispatchers use.

When calling 911, not only do dispatchers have the ability to arrange for police, fire, and EMS response, the dispatchers gather information, and if a medical emergency is happening, the dispatchers use information from the EMD to render phone advise to the caller until help arrives.

This phone advice can be comforting to the caller and potentially lifesaving to the victim. For example, the EMD can be used to have the caller assist an unconscious patient into a position that protects that airway and keeps a potentially lethal airway compromise from happening. Dispatchers can give advice on initiating CPR and/or using AEDs which can be lifesaving in cardiac arrest.

Though it is difficult to give numbers of lives saved or disability diminished due to this advice, one life saved should be worth the expense.

At this time, our EMD in Lumpkin County is out of date. Not only is the technology, a spiral bound flip book out of date compared to currently available computer CAD programs that are easier for dispatchers to use, the information in the flip book that the dispatchers have been providing is out of date with current medical information and protocols.

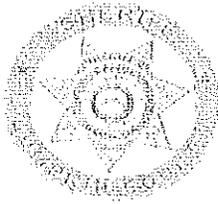
The liability of providing callers out of date information is too high for the victim and the county. As medical director, I cannot support this information being dispatched through our 911 center and I have demanded to Jeff Cantrell, Director of Lumpkin County 911, that the dispatchers stop using our outdated EMD.

Lumpkin County has a wonderful emergency response system. A modern, up to date, EMD is important to every emergency response system. When the citizens and visitors to Lumpkin County call 911 to access this wonderful emergency response system, they deserve to hear emergency medical dispatch information so they can render aid to their loved ones and potentially save a life.

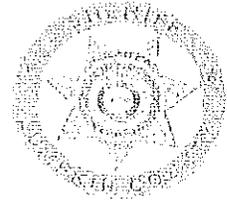
Our 911 dispatch needs your financial support to update our EMD so that our dispatchers can continue to provide this support.

Thank you,

Jack M. Freeman, Jr., M.D.



Office of the Sheriff Lumpkin County



Professionalism - Integrity - Honesty – Courage

To: Major Ramsey

From: Jeff Cantrell

Ref: EMD

Date: 5/14/2015

Lumpkin County E-911 was tasked in January 2011 to provide an Emergency Medical Dispatch (EMD) program for the citizens of Lumpkin County. The first week of March 2011, we provided our first EMD for a Lumpkin County citizen. Since this time we have provided EMD on every medical call (within our scope) to the citizens. This number is believed to be over 1,500 calls per year.

The program we started with was a good program to begin with and had a very low cost to the county. This company over the years has not held up to their claims (training, recert., updates to EMD manuals) and is hard to reach for information. We are only one of many Centers that is having these issues with this company.

I have met with Lumpkin County's Medical Director, Dr. Jack Freeman and he has viewed the current EMD manual. At this time he has advised that he can no longer support or endorse the current program or company. He advised he would not be held liable due to use of this manual.

I have researched several different companies that can provide this service that will integrate into our CAD system. See attached.

We would like to expedite this project so as not to have a laps in our EMD program.





TOTAL RESPONSE

Call Handling System

Master Services Agreement

MSA #: 15-9574

Prepared For:

**Lumpkin County Sheriff's Department
Dahlonega, GA 30533**

Submitted by:
PowerPhone
1321 Boston Post Road
Madison, CT 06443

Purpose

The purpose of this Master Services Agreement (MSA) is to formalize an arrangement between PowerPhone (PowerPhone) and Lumpkin County Sheriff's Department (Customer) to deliver specific products and services, at an agreed-upon cost. This document is intended to provide explanation of elements of the Total Response system of emergency communications call handling to Customer. Total Response is a quality improvement protocol call handling solution with an integrated approach of training, tools and assessment.

I. Scope of Agreement

Customer Overview and Solution-

Lumpkin County Sheriff's Department is located in Dahlonega, Georgia. Their staff of 11 dispatchers for emergency Medical emergencies and handles 15,000 calls for service. Each shift uses Zuercher CAD and can use 2 workstations per shift. Lumpkin is looking for consistency in the call taking process and has decided to purchase Total Response.

Total Response will be integrated into Lumpkin's call taking process to help create consistency. In order to achieve a successful implementation of Total Response, online Implementation Guide Training and a PowerPhone Implementation Manager will be provided to guide the key staff members through the training. The 11 staff members will get certified in PowerPhone's Emergency Medical Dispatch and will use the CACH software to support live call taking, proactive call review and interactive supervision of the call handler module. PowerPhone will provide onsite training on CACH. Online Call Assessment training will be provided to ensure, proactive targeted call review is being done to review call handling processes. With implementing Total Response, Lumpkin County will see consistency in the call handling process, increased confidence in their staff and will reduce the risk of liability.

II. Products and Services

Products and Services to be provided under this Agreement

1. **Implementation Guide Training** - Consisting of training and support to help implement Total Response. Training will take the key staff members through a self-evaluation (where the agency is currently), defining their standard of care (what level of service they want to provide), defining policies and procedures (how the PowerPhone training, tools and assessment will be used to meet the agency's standard of care) and call assessment. Additional support will be provided by a PowerPhone Implementation Manager to give guidance through the process.
2. **Protocol Certification training**—Defined as essential certification for emergency communications professionals for live call taking:
 - 11 (Eleven) online Emergency Medical Dispatch Certifications.
3. **Call Assessment Certification training**- Certification training will be provided in an online interactive format for those individuals overseeing the call assessment process.
 - Two (2) call assessment certification trainings*

**Pre-requisites- Current operator certification in PowerPhone's Emergency Medical Dispatch.*
4. **Professional Services**—Defined as a combination of trainings in use of the CACH (Computer Aided Call Handling) software as outlined below to familiarize Customer with the techniques required to administer protocols for live call taking within the Total Response framework and methodology:
 - **Software Installation and Testing**— Customer's IT staff will be required for Installation. Managed through LogMeIn Rescue, a PowerPhone technician will perform installation of the CACH database onto Customer's server. It is required that the Customer has the full version of MS Sequel Server. Once the server installation is complete, a PowerPhone technician will require assistance from Customer's IT staff for access to each workstation for installation of the Call Handler module.

The Call Handler licenses and integrated protocols will be installed on all workstations by PowerPhone and pricing is based on the usage of 2 concurrent workstations.

- **System Training for Managers**— Supervisor/Quality Assessment Module Training will be conducted through 1 session through Go to Meeting webinar lasting approximately 1 hour. Supervisor-level training is designed for those responsible for monitoring operator performance and center effectiveness and efficiency. Topics include real-time monitoring, report generation, alert messaging, retrospective quality improvement tools and operator reporting. System usage instruction is coupled with Quality Assurance theory and methodologies.
 - **System Training for End Users**— (2) Call Handler Module training will be scheduled. Each session will last about 4 hours, and each student would be expected to have access to the Call Handler software. Call Handler Training is designed for those responsible for the day to day operation of the Call Handler module of the software. Topics include call processing, system navigation, protocols and pre-arrival instructions, response and resource recommendations, system features and functions and relationships with other shared systems. Users will also be given an overview of other system modules (Script Builder, Real-Time Supervisor & Quality Assurance) and how they relate to the call handling system and functions.
 - **Administration Training**— Administrator module training is system manager-level training designed for those responsible for the maintenance and management of the Call Handling system and related databases, interfaces and components. The training covers troubleshooting, best practices, and PowerPhone support procedures. This training is completed through Go ToMeetings and will last approximately an hour.
 - **Protocol Building Training**— Protocol Builder training, conducted on-site as a one day, 8 hour engagement, is designed for supervisor level staff that are responsible for local agency standard operating policies and procedures and incorporating them into the Call Handling System. Topics include protocol design and construction, editing, publishing and testing. System usage instruction is coupled with protocol theory and methodologies.
5. **Software**—PowerPhone will provide software products to Customer according to the following configuration:
- | Qty | Product |
|-----|--------------------------------|
| 1 | CACH Single Server License |
| 7 | Call Handler Module |
| 7 | PowerPhone Integrated Protocol |
| 1 | CACH Quality Assessor |
| 1 | CACH Supervisor/Report Writer |
| 1 | CACH Protocol Builder |
| 1 | CAD Interface API |
6. **Protocol Tablets**—PowerPhone will provide digitized protocols according to the following configuration:
- Zero (0) protocols designed to administer calls of an Emergency Medical nature
Pre-requisites- Current operator certification in PowerPhone's Emergency Medical Dispatch.
7. **Accreditation**- Upon successful implementation of Total Response and adherence to pre-defined standards, the Customer can contact PowerPhone to conduct a follow-up visit to gauge system performance. Upon validation, PowerPhone Accreditation shall be awarded. Accreditation is valid for twenty-four (24) months from date of award and subject to renewal by mutual agreement of both parties, and by Customer's continued adherence to defined standards
Lumpkin County Sheriff's Department has opted out of obtaining Accreditation through PowerPhone at this time.
Pre-requisites: Commitment to adoption of Total Response Call Handling System.

III. Changes to Master Services Agreement

Amendment to Agreement

Any amendment to the Terms and Conditions of this agreement would require the approval of Customer and PowerPhone and would take place through an addendum to this agreement.

Implementation and Configuration Changes

Any changes or modifications to the original agreed upon solution of training, services and/or products will be subject to a formal change request which may result in the request of further charges for the changes to be implemented.

IV. General Terms and Conditions

Term of Agreement

This agreement is in effect upon the date of acceptance of this agreement and ends on the latest date specified in any terms of the Statement(s) of Work submitted to Client.

Dependence on Other Organizations

PowerPhone is dependent on other internal groups within Customer for delivery of services (i.e., IT, database services, Training Coordinator etc.), and external suppliers (i.e. phone system, CAD, etc.) in providing support services to Customer. Customer will manage the relationship with those suppliers as it pertains to the provision of services under this agreement.

V. Payment Schedule

Payment #	Milestone	Amount Due	Percentage
1	Execution of MSA Agreement (net 30)	\$28,165.90	70%
2	Installation of CACH software	\$8,047.40	20%
3	Acceptance	\$4023.70	10%
	TOTAL:	\$40,237.00	100%

- Payments should be made payable to PowerPhone
- Please mail payments to 1321 Boston Post Road, Madison, CT 06443
- Federal Tax ID #: 06-1121538



1321 Berlin Road
Hudson, CT 06443
1100 597 8237

Quote
Quote Number: 9574
Date: 04/30/2015
Sales Person: Kathy Gerken
Valid Until: 06/30/2015

Bill To	Ship To
Mr. Jeff Cantrell Lumpkin County Sheriff's Department 194 Courthouse Hill Dahlonega, GA 30533	Mr. Jeff Cantrell Lumpkin County Sheriff's Department 194 Courthouse Hill Dahlonega, GA 30533

Certification Training

Quantity	Part Number	Product	Unit Price	Unit Price	Est. Price
2	TR0AC	CAL Assessment Training 2 supervisors or more. Done online	\$329.00	\$329.00	\$658.00
11	TR0EMD	Certification: EMD Certification Online Online Certifications to support Emergency Medical Dispatch.	\$399.00	\$399.00	\$3,619.00
			Subtotal:		\$4,277.00
			Tax:		\$0.00
			Shipping:		\$0.00
			Total:		\$4,277.00

Protocol Tools

Quantity	Part Number	Product	Unit Price	Unit Price	Est. Price
1	TR100	CACH Single Server License	\$5,000.00	\$5,000.00	\$5,000.00
2	TR101	CACH Call Handler License Set up on 3 workstations and charge for only 2 concurrent.	\$3,500.00	\$3,500.00	\$7,000.00
2	TR200	CACH Integrated Call Handling Protocols Set up on 3 workstations and charge for only 2 concurrent.	\$1,200.00	\$1,200.00	\$2,400.00
1	TR400	CACH Protocol Builder License Will install all industry SOP's that you have onto software.	\$3,500.00	\$3,500.00	\$3,500.00
1	TR201	CACH Quality Assurance Manager License	\$3,500.00	\$3,500.00	\$3,500.00
1	TR204	CACH Supervisor Report Writer License	\$3,500.00	\$3,500.00	\$3,500.00
1	TR501	CACH Application Programming Interface (API) 3rd Party fees not included	\$3,500.00	\$3,500.00	\$3,500.00
			Subtotal:		\$28,400.00
			Tax:		\$0.00
			Shipping:		\$0.00
			Total:		\$28,400.00

Professional Services

Quantity	Part Number	Product	Unit Price	Unit Price	Est. Price
2	TR601	CACH Training: Call Handler (4hr) On Site Training for software	\$750.00	\$750.00	\$1,500.00



1321 Eureka Blvd. #3
 Norwalk, CT 06443
 1.800.537.8627

Quote
 Quote Number: 9974
 Date: 04/30/2015
 Sales Person: Kathy Derken
 Valid Until: 06/30/2015

TR603	CACH Training: Protocol Builder On Site Training	\$1,500.00	\$1,500.00	\$1,500.00
TR605	CACH Training: Supervisor/QA On Site Training	\$750.00	\$750.00	\$750.00
TR604	CACH Training: Administrator On Site Training	\$750.00	\$750.00	\$750.00
TR600	CACH Installation, Configuration & Testing	\$1,000.00	\$1,000.00	\$3,000.00

Subtotal: \$7,500.00
 Tax: \$0.00
 Shipping: \$60.00
 Total: \$7,560.00

Annual Maintenance

Quantity	Part Number	Product	List Price	Unit Price	Est. Price	Discount
1	TR606	CACH Annual Support Contract First Year Included at no charge. Then annually based on 15% of the Protocol Tools section subtotal. Includes all updates and upgrades	\$1,000.00	\$4,260.00	\$4,260.00	100.00%

Subtotal: \$4,260.00
 Discount: \$4,260.00
 Discounted: \$0.00
 Subtotal: \$0.00
 Tax: \$0.00
 Shipping: \$0.00
 Total: \$0.00

Grand Total

Currency: USD
 Subtotal: \$44,637.00
 Discount: \$4,260.00
 Discounted: \$40,377.00
 Subtotal: \$40,377.00
 Tax Rate: 0.00%
 Tax: \$0.00
 Shipping Provider:
 Shipping: \$60.00
 Total: \$40,437.00

VII. Points of Contact

The following persons shall serve as primary points of contact for their respective organizations:

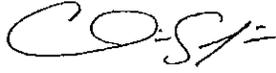
For PowerPhone
Stacey Appell, Implementation Coordinator
203.350.0349
stacey@powerphone.com

For Lumpkin County Sheriff's Department
Jeff Cantrell, Communications Director
706.482.2644
jeff.cantrell@lumpkincounty.gov

VIII. Acceptance

This Agreement and any addenda or amendments, shall be governed by and construed in accordance with the laws of the State of Connecticut, United States of America. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the entire obligation between the parties with respect to the use of the Total Response® Emergency Call Handling System.

PowerPhone

By: 

Name: Chris Salafia

Title: President & CEO

Date: May 8, 2015

Lumpkin County Sheriff's Department

By: _____

Name: _____

Title: _____

Date: _____

Please fax this entire document to 203.245.3022 attn: Stacey or scan and e-mail to MSA@powerphone.com

Software Licensing Agreement

THIS AGREEMENT ("agreement") is hereby entered into between PowerPhone, with offices at 1321 Boston Post Road, Madison, CT 06443 ("PowerPhone") and the Lumpkin County Sheriff's Department with offices at 194 Courthouse Hill, Dahlonega, GA ("Customer") on the following terms and conditions.

SECTION 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 the attached Product Schedule (the "Licensed Product") on terms and subject to the conditions set forth herein.

SECTION 2 SCOPE OF USE

The 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, "Use") the Licensed Product by no more than 2 users at any one time. The Licensed Product may be deleted from the 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 number of permitted users, Customer shall pay to PowerPhone the appropriate license fees for the additional users.

SECTION 3 ACCEPTANCE

A 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") or Section 4 ("Support Services").

SECTION 4 SUPPORT SERVICES

4.1 Maintenance. The PowerPhone shall provide support services for the Licensed Product beyond any warranty coverage described in Section 7 ("Warranties") in accordance with the attached Licensed Product Maintenance Agreement.

4.2 Training. In consideration of Customer's payment of the Training Fee, PowerPhone shall provide Customer the number of Consulting Days and Class Days identified on the Product Schedule for training Customer's employees in the operation of the Licensed Product.

SECTION 5 PRICES & PAYMENT

The prices and fees for Licensed Products or other technology provided hereunder, any Support Services and other deliverables are set forth in *Exhibit A: Product Schedule* of the Master Services Agreement. License Fees shall be invoiced as specified in accordance with the attached *Exhibit B: Payment Schedule*. Invoiced amounts shall be paid within thirty (30) days from date of invoice.

SECTION 6 CONFIDENTIAL & PROPRIETARY INFORMATION

Customer agrees that aspects of the licensed materials, including 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. Title to Software and documentation shall remain solely with PowerPhone.

SECTION 7 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 Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software 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 Software. In no event does PowerPhone warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.

This warranty does not apply if the software (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 OF 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.

SECTION 8 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 Software. Termination shall have no effect on the parties' rights or obligations to safeguard and respect Confidential & Proprietary Information under Section 6 ("Confidential & Proprietary Information"), or rights or obligations under Section 7 ("Warranties & Limitation of Liabilities").

SOFTWARE MAINTENANCE AGREEMENT

This Agreement is made by and between PowerPhone, (hereinafter referred to as "PowerPhone"), and purchaser of the PowerPhone Annual Maintenance Service, and Lumpkin County Sheriff's Department (hereinafter referred to as "Customer").

PowerPhone has developed and sold to Customer the Software Product specifically identified in Section II Products and Services in Master Services Agreement 15-9574; and PowerPhone has further developed an Annual Maintenance Service in support of the Software Product and, Customer desires to purchase said Annual Maintenance Service for the Software Product identified in Section II Products and Services in Master Services Agreement 15-9574; the first year of maintenance is included in the initial cost, then the annual amount of \$4,260.00 will be charged and in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

1. DEFINED TERMS

"Annual Maintenance Period": The time period during which Customer is eligible to receive Annual Maintenance for the Software Product identified in Section II Products and Services in Master Services Agreement 15-9574, which shall be either one (1) year from installation of an eligible Software Product from PowerPhone when the Annual Maintenance is ordered at the same time as the Software Product or one (1) year from placement of a purchase order with PowerPhone for Annual Maintenance when the Annual Maintenance is ordered after installation of an eligible Software Product from PowerPhone.

2. SCOPE OF WORK

Pursuant solely to the prices, terms, and conditions specified herein, PowerPhone hereby agrees to provide Customer with access to the Annual Maintenance Services listed below for the Software Product identified in Section II. Products and Services in Master Services Agreement 15-9574.

Technical Support

PowerPhone will provide access to a qualified support technician by telephone between 8:30 AM and 5:00 PM Eastern Time on normal business days. Support may be achieved via telephone and may be supplemented by the use of remote access to the system. Technical Support personnel will attempt to resolve the question or problem immediately. If the question or problem cannot be resolved immediately, PowerPhone will provide a resolution or follow-up plan within 24 business hours.

Support requests may also be submitted at any time by email to support@powerphone.com. E-mail will be answered between the hours of 8:30 AM and 5:00 PM Eastern Time on normal business days.

Emergency Support is available twenty-four (24) hours per day, seven (7) days per week via pager service for Priority 1 errors. Customers experiencing a Priority 1 error should call 203.350.0340. A technical support representative will return the call within one hour.

Technical support provided by this agreement is limited to the function and operation of the CURRENT VERSIONS of PowerPhone software applications. It does not extend to issues related to configuring or maintaining other software applications or to the customer's computer or networking environment.

Error Correction

PowerPhone will exercise commercially reasonable efforts to correct any Error reported by Customer in the then-current, unmodified release of the software in accordance with the priority level assigned by PowerPhone, and agreed to by both parties.

(a) Priority 1 Errors. PowerPhone shall promptly commence the following procedures:

- (i) assign PowerPhone engineers to correct the Error;
- (ii) provide Customer with periodic reports on the status of the corrections; and
- (iii) initiate work to provide Customer with a Workaround or Fix.

(b) Priority 2 Errors. PowerPhone shall exercise commercially reasonable efforts to include the Fix for the Error in the next regular software maintenance release.

(c) Priority 3 Errors. PowerPhone may include the Fix for the Error in a subsequent major release of the software.

Software Product Updates

PowerPhone shall make available to the Customer any software patches, corrections, or improvements to the Software Product for which Annual Maintenance is ordered during the Annual Maintenance Period. These Updates are provided for the single Software Product for which Annual Software Maintenance is ordered. In order to be eligible for updates, the Maintenance Agreement must be in continuous force from the time of the purchase of the product.

Electronic Access to Annual Maintenance

PowerPhone shall grant to the Customer the right to access such electronic distribution services as PowerPhone deems appropriate. These distribution services may include electronic mail, or access via the Internet to files and documents. It shall be the responsibility of the Customer to provide any such resources as may be necessary for Customer's electronic access to the Annual Maintenance Services, including the internet connectivity to facilitate remote access.

Custom Programming And Consulting Services

If Customer requires professional services for special applications in connection with the Licensed Software, PowerPhone's technical staff will be made available to the Customer on a project basis at the regular hourly rate per man-hour, which PowerPhone is then charging for such services, plus travel and other reasonable expenses.

3. SOFTWARE LICENSE

Use of the Software Product for which Annual Maintenance is ordered is subject to the terms and conditions of the PowerPhone Software Licensing Agreement.

4. EXCLUDED SERVICES

The maintenance service to be provided by PowerPhone under this Agreement shall not include maintenance necessary due to failure of a Software Product not supplied by PowerPhone or not covered under this Agreement. Services provided by PowerPhone that are outside the scope of and/or specifically excluded by this Agreement shall be invoiced by PowerPhone at a rate determined by PowerPhone based on the nature of the service(s).

5. TERM AND TERMINATION

The term of the Annual Maintenance Period shall be as defined in Paragraph 1. At or near the time at which the Annual Maintenance Period shall expire, the Customer will be granted the opportunity to extend the services for that Product for an additional year subject to the applicable Annual Maintenance rate for that particular Software Product in the then-current PowerPhone Products Price List. PowerPhone reserves the right to unilaterally terminate this Agreement in the event the Customer fails to adhere to its terms and conditions within 30 days of being advised in writing, they are in breach of these terms and conditions. In addition, PowerPhone reserves the right to discontinue Annual Maintenance with respect to a particular Software Product at the time of renewal of the Annual Maintenance Agreement.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

OUTSIDE OF THOSE EXPRESSLY WRITTEN HEREIN, PowerPhone HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SERVICES PROVIDED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF PowerPhone FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND ANNUAL MAINTENANCE SERVICE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT, OR DATA.

7. DELAY

PowerPhone shall not be liable for any delay in the provision of the services described herein due to any cause beyond its control. Such causes include, but are not limited to strike, acts of God, lot failure, acts of the Customer, etc. In the event PowerPhone is unable wholly or partially to perform its obligations pursuant to this Agreement because of any cause beyond its control, PowerPhone may terminate this Agreement without liability to Customer.

8. SOFTWARE PRODUCT IDENTIFICATION

Product Description: Total Response Computer Aided Call Handling Ver. 3.8.1 or higher

Product Serial Number:

Customer Purchase Order Number and Date:



110 South Regent Street, Suite 500
 Salt Lake City, UT 84111
 (801) 363-9127 * (801) 363-9144 fax
 (800) 363-9127 toll-free

Sales Quote #112774

by Tim Martin

Date 4/21/2015

Bill To: Lumpkin County Sheriff's Office
 Attn: Jeff Cantrell
 57 - C Pinetree Way
 Dahlonega, GA 30533

Ship To: Lumpkin County Sheriff's Office
 Attn: Jeff Cantrell
 57 - C Pinetree Way
 Dahlonega, GA 30533

For: Lumpkin County Sheriff's Office
 Attn: Jeff Cantrell
 57 - C Pinetree Way
 Dahlonega, GA 30533

Phone: (706) 482-2644 Fax: (706) 867-9246

Qty	Description	Unit Price	Extended Price
4	ProQA Software Licenses (Medical - Paramount - Standard - North American English) Automated calltaking software	\$3,500.00	\$14,000.00
1	XLerator Server, up to 4 Users (North American English) Client server software application and database	\$1,100.00	\$1,100.00
1	AQUA QA/QI Base Software License (Medical - Standard - North American English) Quality Improvement software base engine	\$2,000.00	\$2,000.00
1	AQUA Discipline Modules (Medical - Evolution - Standard - North American English) Licensed discipline modules for AQUA	\$800.00	\$800.00
4	Backup Cardset (Medical - 12.2 - Standard - North American English) Licensed manual protocol set for backup	\$495.00	\$1,980.00
2	QA Guide (QAG) (Medical - 12.2 - Standard - North American English) Quality Assurance Guide for training and case review only	\$45.00	\$90.00
2	Software Sys Admin/Install Day (Medical - Standard - North American English) On-site technical assistance	\$1,500.00	\$3,000.00
11	Certification Course Registrant (Host) (Medical - North American English) Materials, tuition and certification.	\$325.00	\$3,575.00
2	ProQA Software Training (Medical - Standard - North American English) 4-hour course (maximum of two complete sessions per day)	\$1,500.00	\$3,000.00
1	AQUA Software Training (North American English) 8-hour course	\$1,500.00	\$1,500.00
11	Active Assailant Course Registration (Police) Active Assailant Course Registration	\$99.00	\$1,089.00
1	Trip Charge/Travel Expenses Travel expense	\$4,500.00	\$4,500.00
2	Mobile Software Training Lab (Medical) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	\$1,500.00	\$3,000.00
1	Project Management/Implementation Support (Medical) Implementation support and quality management program development	\$22,500.00	\$22,500.00

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



110 South Regent Street, Suite 500
 Salt Lake City, UT 84111
 (801) 363-9127 * (801) 363-9144 fax
 (800) 363-9127 toll-free

Sales Quote #112774

by Tim Martin

Date 4/21/2015

1	National Q Service - 50% (Medical - 50%) Expert case review and reporting of the IAED's required number of cases for accreditation for 6 months post go live, or 650 cases. Renewable option available annually at \$18,200 for 1,300 cases.	\$9,100.00	\$9,100.00
1	Accredited Center of Excellence Application Fee (Medical) IAED fee for accreditation	\$2,250.00	\$2,250.00
1	Annual Maintenance/Support - ESP (P) License renewal, service and support	\$4,644.00	\$4,644.00
		Sub-Total:	\$78,128.00
		Tax:	\$0.00
		Shipping & Handling:	\$40.00
		Total:	\$78,168.00

This quote is valid for 120 days from date of issue. Unless otherwise agreed to in writing, all prices quoted are exclusive of any applicable sales, use, withholding and other taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. Payment terms are Net 30 unless otherwise noted.

Seller will use reasonable efforts to deliver products on time, but will not be liable for any expenses or damages incurred as a result of late delivery or for circumstances beyond Seller's reasonable control. Shipments are made F.O.B. origin, which is Salt Lake City, UT, USA. All insurance expenses and risk of loss are assumed by Buyer.

Purchasing or signing below acknowledges your agreement to the terms above and to the "break the seal" or "click to accept" license agreement associated with the licensed product(s). The license agreement is included with the licensed product(s) and you will have the opportunity to read it before opening or installing. If unacceptable, you may return the licensed product(s) within 10 days of receipt for a refund, less any applicable restocking fees and original shipping charges.

Sign here _____ Date _____

Payment Method: (Check enclosed, or...)

Purchase Order # _____

VISA/MasterCard/AMEX # _____

Expiration: _____

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