NOTICE OF CONTRACT AMENDMENT

TO: TIBURON, INC.
6200 STONERIDGE MALL ROAD
SUITE 400
PLEASANTON, CA 94588

DATE ISSUED: 01/07/2015
CURRENT CONTRACT NO: 577-14

CONTRACT TITLE: POL - PUBLIC SAFETY SYSTEMS MAINTENANCE

PRIOR CONTRACT NO: N/A

THIS IS A NOTICE OF AWARD OF CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The above referenced contract is amended as follows:

REFER TO AMENDMENT NO. 1 - ATTACHED

All other terms and conditions of the Main Agreement, as amended shall remain in full force and effect.

<table>
<thead>
<tr>
<th>VENDOR CONTACT: LOREN HOPPER</th>
<th>TELEPHONE NO.: 925-621-2708</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR PAYMENT TERMS: NET 30 DAYS</td>
<td>EMAIL ADDRESS: <a href="mailto:LOREN.HOPPER@TIBURONIC.COM">LOREN.HOPPER@TIBURONIC.COM</a></td>
</tr>
<tr>
<td>-----------------------------</td>
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</tr>
<tr>
<td>COUNTY CONTACT: ADRIENNE QUIGLEY</td>
<td>TELEPHONE NO.: 703-228-5142</td>
</tr>
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<td>-----------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td></td>
<td>EMAIL ADDRESS: <a href="mailto:AQUIGLEY@ARLINGTONVA.US">AQUIGLEY@ARLINGTONVA.US</a></td>
</tr>
</tbody>
</table>

CONTRACT AUTHORIZATION

Robert W. Jenkins, Jr., CPPB
Assistant Purchasing Agent

[Signature]

1/7/15
This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 577-14 dated September 09, 2014 ("Main Agreement as Amended") and made between Tiburon, Inc. ("Contractor" or "Tiburon") and the County Board of Arlington County, Virginia ("County" or "Group").

Whereas the County and the Contractor desire to amend the contract term, the work called for, and the amounts to be paid under the Main Agreement as Amended, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement is amended as follows:

**AMENDMENT SUMMARY:**

1. Amend Scope of Work to include the ability for Contractor to provide for changing Arlington County's Electronic Patient Care Reporting (EPCR) application from EMS Charts to Image Trend. The current CAD system, Command CAD, requires an interface to allow Image Trend to access the necessary data.

2. Provide for increase in $5,724.00 in contract budget for:
   - Image Trends EMS Access to CAD data: $4,902.00
   - Annual Maintenance Fee Increase: $822.00

**AMENDED CONTRACT TERMS:**

Section 2, Scope of Work, is amended to include the following language:

The Contractor shall modify the County's CAD 2.9 system to allow Image Trend to utilize the “Query Database” integration option that as outlined in the EMS/Fire CAD Integration – CAD Integration and Configuration Options Workbook. The County requirements for this project include:

- Facilitate a teleconference with stakeholder to discuss workflow and requirements. Stakeholders include but are not limited to staff from the Arlington County Fire Department, Arlington County Office of Emergency Management, Arlington County Public Safety IT, and Image Trend.
- Create the required views according to the EMS/Fire CAD Integration – CAD Integration and Configuration Options Workbook.
- Create read-only logins for Image Trend in the Production CAD database and Test CAD database.
- Assign permissions to allow Image Trend to query the County’s Test and Production CAD databases.
- Develop a mutually agreed upon test plan and User Acceptance Checklist. Services includes one iteration of developing the test plan.
- Assist in testing with the County and confirm functionality of the EPCR query, as contracted, in the County's TEST environment. County shall conduct test, and report test results.
- Work with the County to resolve agreed upon issues identified during testing.
- Implement the view in the production environment.
- Ensure that any modifications to the live or test environment are mirrored in order to keep the environments in sync.
EXHIBITS AMENDED AND ADDED:

- Amend Exhibit A by adding Attachment 4 (Supplemental Statement of Work), including associated deliverables and timelines.

- Amend Exhibit B by adding Attachment 1 (Milestones, Deliverables, Payment Schedule and Holdbacks) to the following payment schedule regarding the transition of Electronic Patient Care Reporting (EPCR) application from EMS Charts to Image Trend.

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

BY: [Signature]

PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 12/23/14

TIBURON, INC.

BY: [Signature]

PRINT NAME: Duane W. Bell
TITLE: CHIEF FINANCIAL OFFICER
DATE: December 22, 2014
December 10, 2014

Mr. Roger Waller
Arlington County Emergency Center
1425 N. Courthouse RD
7th Floor
Arlington, VA 22201


Reference: Agreement for Extended Service between Arlington County, VA and Tiburon, Inc., dated December 7, 1999, as amended or superseded

Dear Mr. Waller:

Tiburon, Inc. is pleased to present the Arlington County Emergency Center (hereinafter, “Client”) with this Enhancement Proposal for Image Trends EMS access to CAD data (hereinafter, referred to as the “Proposal”).

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work (“SOW”) describes the project tasks, responsibilities of each party and defined completion criteria.

Price Description

1) Firm fixed price: $4,902

2) Upon achievement of the completion criteria set forth in the SOW the Tiburon Annual Maintenance Fee will increase by $274. This additional maintenance fee will be prorated and added to the following year’s annual maintenance renewal.

3) This Proposal does not include:
   • Warranty
   • Documentation
   • Hardware or third party products or services
   • Travel and on-site time

4) Client shall be responsible for any taxes levied by a government agency, if any.

5) Upon completion, the application feature(s) agreed to in this Proposal will be considered a customized feature exclusive to the Client’s system. This feature will not be included in any future upgrades, unless specifically contracted as an additional add-on feature.
Effective Date and Payment Schedule

1) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Proposal.

2) Payment Schedule:
   - 50% Upon Tiburon receipt of the signed acceptance of this Proposal.
   - 50% Upon achievement of the completion criteria set forth in the SOW.

Note: No scheduling of resources will occur until after the first payment milestone is paid and all outstanding accounts receivable payments have been made. This Proposal may be cancelled at Tiburon’s discretion upon written notice to Client if the first payment milestone is not paid when due.

3) Client's acceptance of this Proposal in the signature block provided below, authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.

4) The terms and conditions of the above referenced Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.

5) This fixed price Proposal is valid through December 31, 2014.

Upon review and acceptance of this Proposal, please have a duly authorized person sign below and return the signed copy of the Proposal to Judy Basnett via e-mail at judy.basnett@tiburoninc.com or fax 510-217-6466. If you have any questions or require further information, please contact Judy Basnett at 650-245-6702, at your convenience.

Sincerely,

Vincent Tedesco
COO

By this signature, Client accepts this Proposal:

__________________________________________
Signature

__________________________________________
Date

__________________________________________
Printed Name / Title

Tiburon, Inc. 3000 Executive Parkway, Suite 500, San Ramon, CA 94583 t: 925-621-2700 f: 925-621-2799
Exhibit 1
Statement of Work

This Statement of Work is issued by The Office of Emergency Management on behalf of the Board of Arlington County, hereinafter referred to as “County”. The objective of the project described in this Statement of Work is for the Contractor to provide the County with a CAD to Image Trend EMS Solution (“Solution”).

1. Background

The County is in the process of changing their Electronic Patient Care Reporting (EPCR) application from EMS Charts to Image Trend. The current CAD system, Command CAD, requires an interface to allow Image Trend to access the necessary data.

2. Project Scope and Understanding of the Requirements

The Contractor shall modify the County’s CAD 2.9 system to allow Image Trend to utilize the “Query Database” integration option that as outlined in the EMS/Fire CAD Integration – CAD Integration and Configuration Options Workbook (Attachment A). The County requirements for this project include:

a. Facilitate a teleconference with stakeholder to discuss workflow and requirements. Stakeholders include but are not limited to staff from the Arlington County Fire Department, Arlington County Office of Emergency Management, Arlington County Public Safety IT, and Image Trend.

b. Create the required views according to the EMS/Fire CAD Integration – CAD Integration and Configuration Options Workbook.

c. Create read-only logins for Image Trend in the Production CAD database and Test CAD database.

d. Assign permissions to allow Image Trend to query the County’s Test and Production CAD databases.

e. Develop a mutually agreed upon test plan and User Acceptance Checklist. Services includes one iteration of developing the test plan.

f. Assist in testing with the County and confirm functionality of the EPCR query, as contracted, in the County’s TEST environment. County shall conduct test, and report test results.

g. Work with the County to resolve agreed upon issues identified during testing.

h. Implement the view in the production environment.

i. Ensure that any modifications to the live or test environment are mirrored in order to keep the environments in sync.

3. Contract Products and Services to Support the Requirements

a. Solution Components and Services
Arlington County Emergency Center
EP-3543: CAD to Image Trends EMS
Page 4 of 8

Solution and service components used shall make existing available data for use with ImageTrend platform, as outlined in the “EMS/Fire CAD Integration – CAD Integration and Configuration Options Workbook” (Attachment A). Solution includes baseline CAD data elements. Additional data elements not already part of the base CAD system are not included.

b. Documentation
The contractor shall provide a data dictionary which details all of the data elements in the view, the information contained in those elements, a translation of the data elements, and what table(s) they originated from in CAD.

c. Support
Support shall be provided as outlined in the Tiburon Maintenance Agreement.

4. Project Events and Tasks

The County’s required project events, tasks, and deliverables to be accomplished are listed below.

Each deliverable created under this Statement of Work will be delivered to the County with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Project Officer with space to indicate if the deliverable is accepted, or rejected. Rejected deliverables will contain a list of deficiencies the County believes needs to be corrected in order for the deliverable to be accepted by the Project Officer. The Project Officer will have ten (10) business days from receipt of the deliverable to provide Contractor with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to in writing between Contractor and the County in advance. Failure to deliver receipt within ten (10) business days will signify County’s acceptance of the task.

Task 1: Facilitate a teleconference with stakeholder to discuss workflow and requirements. Stakeholders include but are not limited to staff from the Arlington County Fire Department, Arlington County Office of Emergency Management, Arlington County Public Safety IT, and Image Trend.

Deliverable 1: Provide County with a Project Plan and Schedule listing all associated deliverables.

Acceptance Criteria:
• Project plan and schedule are accurate and complete and reflect discussions and criteria in Task 1.

Task 2: Create required views in the County’s test environment.

Deliverable 2: Notification of the created views in the County’s Test environment database.

Acceptance Criteria:
• Data Warehouse view is set according to the mutually agreed-upon data element list.
• Database view is correctly installed in the County's Test environment.

Task 3: Assign permissions and create read-only logins for Image Trend in the Production CAD database and Test CAD database.

Deliverable 3: Read-only logins and associated permissions are provided to Image Trend for both the Test CAD and Production CAD databases.

Acceptance Criteria:
• Image Trend permissions are set to allow access the specified Data Warehouse view
• Read-only logins provided to Image Trend allow for access to the permissible portions of the databases.

Task 4: Develop a mutually agreed upon test plan with a User Acceptance Checklist.

Deliverable 4: Test plan and User Acceptance Checklist that are designed by the Contractor and accepted by the County that ensures that all of the functionality contracted for the Solution has been delivered.

Acceptance Criteria:
• Test plan outlines a testing procedure and timeline.
• Test plan outlines remediation process for problems and issues encountered.
• Test plan is agreed to by the Contractor and the County.
• User Acceptance Checklist outlines mutually agreed-upon data elements, and ensures accurate and complete data mapping.

Task 5: Assist in testing with the County to confirm functionality of the EPCR query, as contracted, in the County's Test environment. County shall conduct test and report test results using the User Acceptance Checklist. Work with the County to remediate any issues identified during testing.

Deliverable 5: Completed User Acceptance Checklist

Acceptance Criteria:
• Successful delivery of database views in the test environment.
• Completion of the criteria outlined in the User Acceptance Checklist.
Task 6: Upon approval of the County, create the database views in the Production environment.

Deliverable 6: Creation of the database views in the Production environment.

Acceptance Criteria:
- Successful creation of database views of the Solution in the Production environment
- Complete a 7 day reliability period prior to final acceptance.

5. Period of Performance

Implementation of the Solution will occur upon a mutually agreed upon schedule. No scheduling of resources will occur until receipt of payment associated with contract execution. This includes delivery and installation of the services necessary to implement the County’s Solution, training, and any support, other than on-going maintenance services.

6. Place of Performance

Tasks associated with this engagement will be performed at the County’s location(s) in Arlington, Virginia, at Contractor’s location(s) in California, or other locations as required by the effort.

7. Milestones, Deliverables, Payment Schedule, and Holdbacks

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

<table>
<thead>
<tr>
<th>Milestone Event</th>
<th>Deliverable</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signing of SOW</td>
<td>Signed documents</td>
<td>$2451</td>
</tr>
<tr>
<td>Stakeholder meeting</td>
<td>Project Plan and Schedule</td>
<td></td>
</tr>
<tr>
<td>Create Required Views and install in the County's Test environment</td>
<td>Installation of Modified Code</td>
<td></td>
</tr>
<tr>
<td>Create Logins</td>
<td>Permissions are set and logins are provided to Image Trend</td>
<td></td>
</tr>
<tr>
<td>Develop a mutually agreed upon test plan</td>
<td>Test Plan</td>
<td></td>
</tr>
<tr>
<td>Participate in Testing</td>
<td>Test Plan Acceptance Checklist</td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>-------------------------------</td>
<td></td>
</tr>
<tr>
<td>Installation of View in the County’s Production Environment or ten (10) business days after notification of installation of View in County’s Test Environment.</td>
<td>Installation of the Modified code in the Live environment</td>
<td>$2451</td>
</tr>
<tr>
<td>Troubleshooting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total Solution price shall not exceed $US 4,902.00

Following completion of Solution implementation, Contractor shall submit a final invoice to the County, for the final milestone payment.

In addition, Contractor will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

Any inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created, or developed by Contractor, or jointly by Contractor and an County(s) in the execution of this Statement of Work shall be deemed Work Product.

Configuration of software shall not be deemed Work Product. All provisions of the Contract regarding Work Product shall apply to this Statement of Work.

8. **Project Roles and Responsibilities**

The following roles and responsibilities have been defined for this engagement:

<table>
<thead>
<tr>
<th>Responsibility Matrix</th>
<th>Contractor</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designate a primary point of contact for all technical questions and administrative arrangements</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Install and Configure Web Service (if needed)</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Provide County approved access to the Contractor</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Coordinate the participation of non-Tiburon third-parties and outside agencies</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Complete testing of modified view within ten (10) business days from notification the code is ready for testing</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Meet with Stakeholders</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Install the modified view in the Test environment</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Troubleshoot to remedy identified issues or problems</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Create logins for Image Trend</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Set Permissions to allow Image Trend to access the Data Warehouse view</td>
<td>✓</td>
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<td>Install the modified view in the Production environment</td>
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<tr>
<td>Create a test plan</td>
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<td>Create of a User Acceptance Checklist</td>
<td>✓</td>
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<td>Approval of test plan and User Acceptance Checklist</td>
<td>✓</td>
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<tr>
<td>Replicate and changes to the Production environment to the Test environment</td>
<td>✓</td>
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§. Security Requirements

Security requirements shall be in accordance with the requirements outlined in the Tiburon Maintenance Contract.

10. Risk Management

Risk Management should be handled according to the requirements outlined in the Tiburon Maintenance Agreement.

11. Reporting

**Weekly Status Update.** The weekly status report, to be submitted by the Contractor to the County, should include: accomplishments to date as compared to the project schedule; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

**Contractor Performance Assessments.** The County may develop assessments of the Contractor's performance and disseminate such assessments to other localities riding the Contract. Prior to dissemination of such assessments, Contractor will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.

12. Point of Contact

For the duration of this project, the following Project Officers shall serve as the points of contact for day-to-day communication:

County: 

Contractor: 

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Tiburon, Inc. 3000 Executive Parkway, Suite 500, San Ramon, CA 94583 t: 925-621-2700 f: 925-621-2799
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