



AGREEMENT SUMMARY

1. Other Contracting Party: ECHO CONSULTING SERVICES, INC.

2. Proposed Action: [ ] New Contract [x] Amendment, Number Two [ ] Renewal [ ] Extension
3. Document Type (select one): Software Maintenance, Support and Application

4. Purpose/Description: Second Amendment to clarify end of initial five-year term and provide four one-year extensions to the agreement with Echo Consulting Services, Inc., the electronic health record software provider for Broward Addiction Recovery Center, Inc. The amendment modifies the scope to provide transition hosting services of BARC data from Echo's SAAS environment to Broward County. This amendment also reduces the scope to eliminate portions or the entirety of phases 2, 3, 4, 5 and 6 relating to implementation of the system for County agencies other than BARC.

5. Special Provisions (select if applicable): [ ] Living Wage Program [ ] Workforce Investment Pilot Program [ ] Federal DBE/ACDBE program [ ] CBE Program [ ] SBE Sheltered Market Program [ ] MWBE Program [ ] In-Kind Match Required: \$ \_\_\_ or \_\_\_ % [ ] Cash Match Required: \$ \_\_\_ or \_\_\_ %

6.a. Effective Dates (for new agreements only): Start: \_\_\_ End: \_\_\_
6.b. Effective Dates (amendments only): [ ] No Change [x] End date has changed from 9/23/2018 to 09/22/2022. [ ] Term has from to

7. Contract Administrator: Name: Kimm Campbell Phone: 954-357-6385
8. Contract Type: [ ] Cost reimbursement [x] Open-end [ ] Firm fixed price [ ] Time and materials [ ] Performance-based [ ] Other

9.a. Contract Value (new contracts) [ ] Actual [ ] Estimated Base amount Reimbursables Optional Services Total contract value
9.b. Contract Value (amendments only) [ ] No change [ ] Actual [x] Estimated Original approved contract value \$2,618,385.00 Approved previous adjustments 0 Value of this action 0 Amended total contract value \$2,618,385.00

10. Payment Method [ ] Lump Sum Payment [ ] Milestone or Progress-Based [x] Scheduled or Time-Based [ ] Other
11. Payment Terms As per Article 5, County agrees to pay Contractor for Deliverables and Services performed.

12. Cost Adjustment [x] Not Applicable [ ] CPI or other Index [ ] Fixed Percentage - \_\_\_% [ ] Fixed Amount - \$ \_\_\_ [ ] Actual Cost [ ] Other:

13. Equity Program Participation Summary a. County established MWBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A b. Contractor-committed MWBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A c. MWBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms: AUTHORIZES FOUR (4) ONE-YEAR ANNUAL RENEWALS.
15. Termination and Cancellation Provisions For Cause: 10 DAYS NOTICE (SECTION 10.1) For Convenience: 30 DAYS NOTICE (SECTION 10.1)

16. Deliverables, milestones or scope of this action: This action reduces the scope of work defined in the original agreement and eliminates portions of phase 2 and the entirety of phases 3 through 6 due to County security requirements relating to HIPAA and Privacy requirements. This

action also provides support for County rehosting of data.

17. List terms, considerations or deviations from standard county form.

Vendor was unable to agree to the County's requirement of future compatibility of Vendor's software with applicable third-party software utilized by BARC. The County's recommended compatibility requirements are designed to ensure operational ability as software is upgraded over time, as well as the ability to apply security patches to both vendor and third-party software as vulnerabilities are identified without loss of compatibility.

Rev. 1/1/15