



**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND ECHO CONSULTING SERVICES, INC. FOR ENTERPRISE BUSINESS APPLICATION FOR HUMAN SERVICES DEPARTMENT (RLI No. R0961807R1)**

This Second Amendment (“Second Amendment”) to the Agreement Between Broward County and Echo Consulting Services, Inc. for Enterprise Business Application for Human Services Department (RLI No. R0961807R1) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”) and Echo Consulting Services, Inc. d/b/a The Echo Group (“Contractor”) (collectively, the “Parties”).

**RECITALS**

A. County and Contractor entered into the Agreement Between Broward County and Echo Consulting Services, Inc. for Enterprise Business Application for Human Services Department (RLI No. R0961807R1), dated September 24, 2013, which was amended by a First Amendment, dated February 18, 2014, to modify the training and to update the public records and other provisions (as amended, the “Agreement”).

B. The initial term of the Agreement is stated as a period from the date of execution until five (5) years after Final Acceptance, and approved by the Board of County Commissioners on September 24, 2013, for an initial five-year term. For various reasons, Final Acceptance, as originally defined in the Agreement, will not be achieved on or before September 23, 2018, and the Parties desire to amend the Agreement to clarify that the initial term was for a period of five (5) years.

C. County has elected to act as its own host for the Software and System, rather than engage Contractor to host the Software and System for County, and therefore the Parties desire to amend the Agreement to remove the enterprise hosting (and associated hosting fee) and provide for the transition of BARC from Contractor-hosted to County-hosted and the associated removal of the BARC hosting fee, the associated adjustment in costs to County, and to include services relating to the transition of the System from Contractor-hosted to County-hosted as permissible Optional Services.

Now, therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to the following:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. Except as expressly amended herein, the terms of the Agreement remain in full force and effect. Amendments to the Agreement herein are indicated by use of strikethrough text to show deletions and bold/underlining to show additions.

3. Section 6.1 of the Agreement is amended as follows:

6.1 Term of Agreement. The term of this Agreement shall begin on the date it is fully executed by both parties ("**Effective Date**") and shall end five (5) year(s) after ~~County's ETS's written Final Acceptance~~ **the Effective Date**. **County may elect to extend the term of this Agreement upon the same terms and conditions as set forth in this Agreement for up to four (4) one-year extension terms. The County's Director of Purchasing may execute an extension option under this section at least thirty (30) calendar days prior to the end of the then-current term by written notice to Contractor stating the duration of the extended period.** In the event this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond any such fiscal year shall be subject to the availability of County funds in accordance with Chapter 129, Florida Statutes, as amended. The County's represents that its fiscal year currently commences on October 1 of each year and ends on September 30 of each year. The term of the System services component of this Agreement shall not affect any perpetual Software license to County or any Maintenance term and such terms shall be independent of the System services term.

4. The Parties agree and stipulate that the following Phases are removed from the scope of the Agreement: Phases 2, 3, 4, 5, and 6. Certain Deliverables from Phase 2 have already been performed by Contractor, and the Parties agree and stipulate that the total amount of Twelve Thousand Two Hundred Fifty Dollars (\$12,250) shall be paid by County to Contractor as payment in full for such Deliverables (inclusive of retainage), which amount shall be paid by County to Contractor within thirty (30) days after the effective date of this Second Amendment. Other than Work Authorizations HSD-BARC-002, HSD-BARC-003, HSD-BARC-004, HSD-BARC-005 and HSD-BARC-006, the Parties further agree that all Services and Deliverables for Phases 1 and 1.5 (which were originally identified as Optional Phase 7 in the Agreement) have been completed and County has provided Preliminary Acceptance for same; the total retainage withheld for Phases 1 and 1.5 is Nine Thousand Five Hundred Twenty-Five Dollars (\$9,525), which amount shall be paid by County to Contractor within thirty (30) days after the effective date of this Second Amendment. Upon County written notice of completion of Work Authorization Nos. HSD-BARC-002, HSD-BARC-003, HSD-BARC-004, HSD-BARC-005, HSD-BARC-006 and HSD-BARC-007, the Parties agree and stipulate that Final Acceptance shall be deemed complete and approved and County shall pay any outstanding amounts within thirty (30) days of such notice.

5. As a result of County's election not to proceed with Phases other than Phase 1 and 1.5 (BARC) and County's decision to host the enterprise system locally rather than hosted by Contractor, the Hosting Fee and the Support and Maintenance Fee for all portions of the System other than BARC are no longer applicable. In addition, as a result of County's decision to migrate the BARC portion of the system from its current status (i.e., hosted by Contractor) to be hosted by County, the BARC Hosting Fee shall only accrue and be due for time periods prior to County's written completion of the Work Authorization No. HSD-BARC-007. The Parties agree that any portion of the quarterly BARC Hosting Fees made by County for time periods prior to County's

written completion of the Work Authorization No. HSD-BARC-007 will be credited against the next invoice. Exhibit A, Section 11, Payment Schedule is therefore amended as follows:

\* \* \*

**Hosting Fee**

Description	Unit/Term	Invoicing	Fees
Hosting Fee	Quarterly upon Execution of the Agreement	Quarterly in advance	\$135,000.00 annually
BARC Hosting Fee (if elected by County)	Quarterly <b><u>for 128 concurrent users until written notice of completion of Work Authorization No. HSD-BARC-007*</u></b>	Quarterly in advance <b><u>(Alternatively, monthly in advance for no more than two (2) months if elected by County)</u></b>	\$46,080.00 annually <b><u>(\$30.00/user/month)</u></b>

**Support and Maintenance Fee**

Description	Unit/Term	Invoicing	Fees
Support and Maintenance Fee— Initial Term	Initial Term	No cost	N/A
Support and Maintenance Fee— Annually after Initial Term	Quarterly	Quarterly in advance	\$101,250.00
BARC Maintenance Fee (if elected by County)	Quarterly <b><u>for 128 concurrent users</u></b>	Quarterly in advance	<del>\$34,560.00</del> <b><u>\$43,392.00</u></b> annually <b><u>(Based upon the following tier structure:</u></b>  <b><u>96-127 concurrent users:</u></b> <b><u>\$384/user/annually</u></b>  <b><u>128 - 255 concurrent users:</u></b> <b><u>\$339/user/annually</u></b>  <b><u>256+ concurrent users:</u></b> <b><u>\$270/user/annually)</u></b>

Maintenance Fees shall commence following the Initial Term as defined in Section 5.2.2 of the Agreement.

\* \* \*

6. The Parties agree that the work required to transition the BARC portion of the System from Contractor-hosted to County-hosted shall be acquired by County as Optional Services, and Exhibit A, Section 11, "Optional Services and Third-Party Software" is deemed amended to include the scope of the attached Work Authorization No. HSD-BARC-007 (attached hereto) within the permitted scope of Optional Services.

7. Section 16.22 of the Agreement is amended and replaced in its entirety with the following (bold/underlining omitted):

16.22 Remote Access; County Network. Any remote access by Contractor must be secure and strictly controlled with current industry standards for encryption (e.g., Virtual Private Networks) and strong pass-phrases. For any device Contractor utilizes to remotely connect to County's network, Contractor shall ensure the remote host device is not connected to any other network while connected to County's network, with the exception of personal networks that are under Contractor's complete control or under the complete control of a user or third party authorized in advance by County in writing. Contractor shall not use an open, unencrypted third party provided public WiFi network to remotely connect to County's network. Equipment used to connect to County's networks must: (a) utilize antivirus protection software; (b) utilize an updated operating system, firmware, and third party-application patches; and (c) be configured for least privileged access. Should Contractor exceed the scope of remote access necessary to provide the required services under this Agreement, as determined in County's sole discretion, County may suspend Contractor's access to County's network immediately without notice. Contractor must utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County data that resides in or transits through Contractor's internal network from unauthorized access and disclosure.

Contractor shall advise County of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed by County and all versions supported. Contractor shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Contractor shall ensure the Contractor Software provides for role-based access controls and runs with least privilege access. Contractor shall support electronic delivery of digitally signed upgrades from Contractor's website. Contractor shall enable auditing by default in software for any privileged access or changes. The Software must not be within three (3) years from Software's end of life date as of the date of this Amendment. Contractor shall regularly provide County with end-of-life-schedules for all applicable Contractor Software. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is

higher, for confidential data at rest. Contractor will use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion.

8. Effective upon County's written approval of completion of Work Authorization No. HSD-BARC-007, the Parties agree that Exhibit B-1 (Service Level Agreement) shall no longer be applicable to the services provided by Contractor under this Agreement. Section 16.29 of the Agreement is therefore amended as follows:

16.29 MAINTENANCE SUPPORT SERVICES. Contractor shall provide maintenance support services in accordance with the Maintenance Support Services ~~and Service Level Agreement~~ attached hereto as Exhibit B **for the duration of the Agreement, and in accordance with the Service Level Agreement attached hereto as Exhibit B1 for the duration of any Contractor hosting provided under this Agreement.**

9. Exhibit B, Maintenance Support Services, is amended and replaced in its entirety with Exhibit B hereto.

10. The effective date of this Second Amendment shall be the date of complete execution by both Parties.

11. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(Remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2018, and ECHO CONSULTING SERVICES, INC., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2018

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By Claudia Capdesuner 8-8-18  
Claudia Capdesuner (Date)  
Assistant County Attorney

By [Signature] 8-8-18  
René D. Harrod (Date)  
Deputy County Attorney

CC/RDH  
Second Amendment to Echo Business Enterprise Agreement  
8/5/2018  
#303734v3

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND ECHO CONSULTING SERVICES, INC. FOR ENTERPRISE BUSINESS APPLICATION FOR HUMAN SERVICES DEPARTMENT (RLI No. R0961807R1)

ECHO CONSULTING SERVICES, INC. D/B/A THE ECHO GROUP

Kate Tibbets  
Signature

Katelyn Tibbets  
Print Name of Witness above

Donald Olson  
Signature

KENDALL DONALDSON  
Print Name of Witness above

By: Tracy Orlando  
Authorized Signor

Tracy Orlando Dir. of Contracting  
Print Name and Title

30 day of July, 2018

ATTEST:

Elizabeth M. Barker  
Corporate Secretary or other person  
authorized to attest

**ELIZABETH M. BARKER**  
Notary Public - New Hampshire  
My Commission Expires May 18, 2021

(CORPORATE SEAL OR NOTARY)



## Exhibit B – Maintenance Support Services

Contractor shall provide County with Support and Maintenance Services so as to ensure and maintain optimal performance of the Software and System consistent with the Statement of Work, the Documentation, and, for the duration of hosting of any portion of the System by Contractor, the Service Level Agreement included herein as Exhibit B1, which services shall include the following:

- a) Timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the Licensed Software or the System (collectively, "Events") in keeping with the Required Response Times stated below;
- b) Provide updates, upgrades and releases as they are made available to Contractor's other self-hosted clients (these may be made available for download electronically);
- c) On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Licensed Software or System;
- d) Use of ongoing best efforts to maintain the optimal functioning of the Licensed Software and System, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Software or System;
- e) Routine notification to County of new or updated information as it becomes available pertaining to the Licensed Software, System, and Documentation;
- f) Maintain a level of version currency with supported versions of Third-Party Software required to operate the System (this information is included in release notes and posted updated system requirements; excludes Crystal Reports XI and Crystal Xcelsius; Echo shall notify County within 30 days of discovery of any other Third-Party software updates in Echo applications that Echo cannot support); and
- g) Any other support and maintenance services routinely provided to self-hosted clients of Contractor.

Support and Maintenance Services shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software for local installation at County shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Contractor shall provide support on-site at any office or location of a Broward County agency. Contractor agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software and System. If in the reasonable opinion of County, the personnel provided are not acceptable, Contractor agrees to provide suitable replacements in accordance with Section 16.23 of the Agreement.

Required Response Times. Upon notice by County of an Event, Contractor shall address and resolve the Event consistent with the following priority, response and resolution levels:



Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
Priority 1 Critical	Event that renders the Software, System and/or interfaces inoperable.	2 hours during normal business hours; or within 2 hours of beginning of next business day if outside of normal business hours	Work until corrected
Priority 2 Significant	Event that results in a significant impairment of performance of the Licensed Software or System or impairs essential operations.	2 hours during normal business hours; or within 2 hours of beginning of next business day if outside of normal business hours	Work until corrected during normal business hours
Priority 3 Minor	Event that has minor impact to County's business and that does not impact normal operation of the Software or System.	4 hours during normal business hours; or next business day if outside of normal business hours	Future patch or release
Priority 4 Minimal	Event that has minimal impact or no impact on County's business.	4 hours during normal business hours; or next business day if outside of normal business hours	Future release

Notwithstanding the above-stated schedule, Contractor shall use its continuing best efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator.

Hours of Service. Normal business hours are from 8:30 a.m. to 6:00 p.m. (Eastern), Monday – Friday. After hours are from Friday at 6:00 p.m. to Monday at 8:30 a.m. (Eastern) and all day on Echo holidays which are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and the Friday following, Christmas Day.

Records and Reports. Contractor will maintain records of its Support and Maintenance Services, which shall include at least the following:

- a) Date, time, and name of contact for each Event;
- b) Date and time of response by Contractor;
- c) Description of Event and analysis of error, defect, or other issue causing Event;
- d) All steps and actions taken to resolve the Event;
- e) Date and time of resolution and County representative notified of resolution; and
- f) All equipment and/or labor costs associated with resolution.

At the request of County, Contractor shall provide monthly reports of the foregoing records and statistics of Contractor's average monthly compliance with the Required Response Times.

**WORK AUTHORIZATION NO. HSD-BARC-007**

CONTRACT: Agreement between Broward County and ECHO Consulting Services, Inc. for Enterprise Business Application for Human Services Department Request for Letter of Interest RLI No. R0961807R1

Work Authorization No. **HSD-BARC-007**

Contract Administrator  
Award Authority for Optional Services

---

This Work Authorization is between Broward County (“County”) and ECHO Consulting Services, Inc. d/b/a The ECHO Group (“ECHO”) as required pursuant to the Agreement between County and ECHO for Enterprise Business Application for Human Services Department dated September 24, 2013, as amended. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided:**

This Work Authorization is for services to re-host BARC data from ECHO’s SAAS environment to Broward County, as further detailed in attached Statement of Work.

The time period for this Work Authorization will be from Notice to Proceed for a period of six (6) months, unless extended or terminated by written notice from the County Contract Administrator.

These services will be invoiced after the services have been delivered and County has provided written notice that services required under this Work Authorization have been completed.

**Fee Determination:** Payment for services under this Work Authorization is subject to the following not-to-exceed amounts:

<i>Type</i>	<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
ITSVCS	1 each	IT Assistance in accordance with the attached Deliverables	\$10,500.00/each	\$10,500.00

**Not-To-Exceed Total for this Work Authorization** **\$ 10,500.00**

---

**County**

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board and/or Designee

\_\_\_\_\_  
Date

---

**VENDOR**

Signed: \_\_\_\_\_

Attest:

Typed Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

**Statement of Work (“SOW”) for  
Work Authorization No. HSD-BARC-007**

**1. Background:**

Broward County (“County”) and ECHO Consulting Services, Inc. d/b/a The ECHO Group (“ECHO”) entered into the Enterprise Business Application for Human Services Agreement on September 24, 2013 RLI No. R0961807R1. County has determined that due to updated industry standards required for the hosting of HIPAA data, County will revert to on-premise hosting of the ECHO application and BARC data. Contractor will assist with the on-premise hosting effort by providing services as defined in this SOW.

**2. Technical Approach:**

Contractor will provide remote support during the total configuration of the hardware and remote support for the migration of the application from a SAAS hosted solution to an on-premise solution. This will include, but is not limited to, remote support for server setup to include provision of Contractor software manuals, installation guides, and remote support with configuration settings and Internet Information Services (IIS) settings. This support will be coordinated via requests sent by County to Contractor at [saas@echoman.com](mailto:saas@echoman.com).

Installation/implementation of the software solution will be done in the County’s production environment by County. Upon completion of the services required by Contactor, County will complete testing within two (2) business days. Following completion and successful testing, County shall provide written notice of Final Acceptance within five (5) business days.

**Minimum Equipment Specifications**

County will provide equipment that meets or exceeds the following minimum specifications:

**Workstation Configuration:**

**Recommended:**

Processor: 3.0+ Ghz Processor Dual Core  
RAM: 5GB  
Disk: 1G free

**Supported Operating System:**

Microsoft Windows 7/Office 2013  
Microsoft Windows 10/Office 2016

**Server Configuration:** (up to 80 users per terminal server)

**Recommended:**

Terminal Server:

Server: Dual 3.0+ Ghz  
RAM 32+Gb  
(2) 146 Gb or better Drives (RAID)  
1/10Gb NIC

**Supported Operating System:**

Microsoft Windows Server 2012 R2 SP3

Browser: Internet Explorer 11

Application Server: (Tomcat Server)

Microsoft Windows 2012 SP3

Server: Dual 2.8+ Ghz Processor Multi-Core      Windows Server 2012 SP1 / R2 Update  
RAM 8+Gb  
(2) 72 Gb or better Drives (RAID)  
1/1Gb NIC

Database Server:

Server: Dual 2.8+ Ghz Processor Multi-Core      Windows Server 2012 SP1 / R2 Update  
RAM 64+Gb      Microsoft SQL Server 2012 SP3  
(2) 72+Gb or better Drives (RAID)  
(4) 250+Gb or better Drives (RAID)  
1/1Gb NIC

**3. Deliverables and Acceptance Criteria:**

The Deliverables and Acceptance Criteria are set forth in the chart below. Contractor will provide the identified Deliverable(s). County will issue written notice of preliminary acceptance after the Deliverable(s) have been successfully tested in the development environment.

Item	Description	Deliverable	Acceptance Criteria	Pass / Fail *
1	Migration Support	Contractor supports Broward staff during re-hosting process.	County is able to successfully establish the appropriate Production environment, successfully test the migration process, and successfully restore all files and use the application.	
2	Preparation and Transfer Test	Contractor backs up current encrypted Production database and loads onto their sFTP site for download. Data must be encrypted during transmission.	Contractor backs up the production database and associated files and provides County with acknowledgement of successful backup. Contractor places database and associated file on sFTP site and notifies County to download. County successfully downloads in its entirety with the necessary data to restore the database, R Drive, and Tomcat Server.	

Item	Description	Deliverable	Acceptance Criteria	Pass / Fail *
3	Live Transfer	<p>Contractor backs up current encrypted Production database and loads onto their sFTP site for download.</p> <p>Data must be encrypted during transmission.</p>	<p>Contractor backs up the production database and associated files and provides County with acknowledgement of successful backup.</p> <p>Contractor places database and associated file on sFTP site and notifies County to download. County successfully downloads in its entirety with the necessary data to restore the database, R Drive, and Tomcat Server.</p>	
4	Post Go-Live	<p>Upon written notification by the County's HIPAA Security Officer, Contractor will commence destruction of County's data at Contractor's hosted location, including all databases and backups. Completion of the destruction of all files must occur within 5 business days following written notification provided above.</p>	<p>Contractor provides notarized written verification by authorized representative of Contractor of destruction of all data and backups from Contractor's HIPAA Security Officer.</p>	