

**FIRST AMENDMENT TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT TO THE AGREEMENT for Services of Independent Contractor, **BC #21058**, (hereafter First Amendment to the Agreement) is made by and between the **County of Santa Barbara** (County) and **Echo Consulting Services of California, Inc.** (Contractor) for the continued provision of services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC #21058, on June 22, 2021 for the continued provision of technical support and maintenance to the Sharecare product and other ancillary software interfaces, for a total Maximum Contract Amount not to exceed **\$680,232.00**, inclusive of Support and Maintenance Fees not to exceed \$186,104.00 for fiscal year (FY) 2021-2022, \$191,688.00 for FY 2022-2023, \$197,440.00 for FY 2023-2024; and a Contingency Fund for State Mandated Updates and other County-requested modifications not to exceed \$35,000.00 per FY, for the period of July 1, 2021 through June 30, 2024;

WHEREAS, this First Amendment to the Agreement increases the Contingency Fund for State Mandated Updates and other County-requested modifications to the ShareCare product and other ancillary software interfaces in an amount not to exceed \$75,000 per FY, for a new total contract maximum amount not to exceed **\$800,232.00**, inclusive of Support and Maintenance Fees not to exceed \$186,104 for FY 2021-2022, \$191,688 for FY 2022-2023, \$197,440 for FY 2023-2024 and a Contingency Fund for State Mandated Updates and other County-requested modifications not to exceed \$75,000 per FY, for the period of July 1, 2021 through June 30, 2024;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Contractor agree as follows:

I. Delete Section 1 (Maximum Contract Amount) of Exhibit B FINANCIAL PROVISIONS- PAYMENT ARRANGEMENTS AND SCHEDULE OF FEES and replace with the following:

1. **Maximum Contract Amount.** For Support and Maintenance Services rendered under this Agreement, Contractor shall be paid a Maximum Contract Amount not to exceed \$800,232.00 as described in Exhibit B-1. The Maximum Contract Amount shall be inclusive of Support and Maintenance Fees not to exceed **\$186,104 for FY 21-22, \$191,688 for FY 22-23, and \$197,440 for FY 23-24; and a Contingency Fund for State Mandated Updates and other County-requested modifications not to exceed \$75,000 per fiscal year**, which shall be available to reimburse Contractor for County's share of the cost of development of State Mandated Updates described in Exhibit A, Section 3.C (Government Mandates), County- specific enhancements, and training. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than the Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

II. Delete Exhibit B-1 SCHEDULE OF FEES in its entirety and replace with the following:

**EXHIBIT B-1
SCHEDULE OF FEES
(Continued on Next Page)**

July 1, 2021 – June 30, 2024

Support and Maintenance Fees

80 Concurrent ShareCare Administrative/Fiscal Licenses

200 Concurrent ShareCare Clinical Licenses

16 Concurrent MCO Module Licenses

Quarter	Period	Due	Amount Due			3-year Contract Maximum
			FY 21-22	FY 22-23	FY 23-24	
Qtr 1	Jul. 1 to Sep. 30	Jul. 31	\$ 46,526	\$ 47,922	\$ 49,360	
Qtr 2	Oct. 1 to Dec. 31	Sep. 30	\$ 46,526	\$ 47,922	\$ 49,360	
Qtr 3	Jan. 1 to Mar. 31	Dec. 31	\$ 46,526	\$ 47,922	\$ 49,360	
Qtr 4	Apr. 1 to Jun. 30	Mar. 31	\$ 46,526	\$ 47,922	\$ 49,360	
Total SMA Fees FY 21-24			\$ 186,104	\$ 191,688	\$ 197,440	\$575,232
Contingency Fund Maximum						
State Mandated Update and Other County-Requested Modifications			\$75,000	\$75,000	\$75,000	\$225,000
Maximum Contract Amount Not to Exceed			\$261,104	\$266,688	\$272,440	\$800,232

Additional Fees

The following fees will apply during the period this Agreement is in effect. Reimbursement for services will be provided only upon execution of a proper Amendment between Contractor and County.

Travel Expense Reimbursement

(As described in Exhibit B and Contractor's Travel Reimbursement Policy)

Expense	Rate	Increment
Mileage	IRS Maximum - Currently \$0.56/mile	Mile
Meals	Currently \$69.00	Day

Published Rates for Billable Consultation Services

Service	Rate	Increment
Technical Support (Including EDI/EDS Support & Training)	\$225.00	Hour
Standby/On Call Support	\$50.00	Hour
Data Analysis	\$225.00	Hour
Off-Hours Support	\$337.50	Hour
Custom Enhancement/Product Development	\$225.00	Hour

III. The terms and provisions set forth in this First Amendment to the Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment to the Agreement, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Echo Consulting Services of California, Inc.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on the date executed by the County.

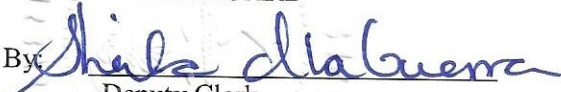
COUNTY OF SANTA BARBARA:

By: 
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: 6-28-22

ATTEST:

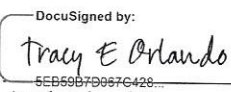
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 6-28-22

CONTRACTOR:

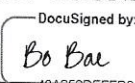
ECHO CONSULTING SERVICES OF CALIFORNIA, INC.

By: 
Authorized Representative
Name: Tracy E Orlando

Title: VP Contract Management & Compliance

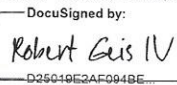
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

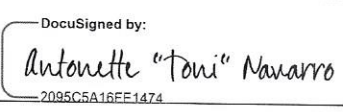
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

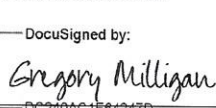
RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By: 
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Manager