

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SEP Technology Consulting, LLC

FIRST AMENDMENT
Effective July 1, 2022

This First Amendment to the Agreement for Services of Independent Contractor (“First Amendment”) is made between the SEP Technology Consulting, LLC, with an address at 85 Broad Street, 18th Floor, New York, NY 10004 (hereafter “Contractor”) and the County of Santa Barbara, Public Health Department (hereinafter “County”).

WHEREAS, on June 22, 2021, the parties entered into the Agreement for Services of Independent Contractor, BC21085, which is currently effective through June 30, 2022; and

WHEREAS, the parties desire to amend the Agreement to extend the term; and

WHEREAS, the parties desire to increase the contract amount to accommodate required customizations such as scripts, reports, batches and record types as specified on Change Order 01, attached hereto and incorporated herein; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the initial Agreement, approved by the County of Santa Barbara Board of Supervisors.

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

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
 - a. The Agreement is amended as follows:
 4. **TERM.** The term of this Agreement shall be for the period of July 1, 2021 through June 30, 2023.
 - b. Change Order 01 shall be added to the Agreement as Exhibit A-1 and is incorporated herein by reference.
 - c. Exhibit B is amended as follows:
 - A. For SEPTech services to be rendered under this Agreement, SEPTech shall be paid a total contract amount, including cost reimbursements, not to exceed \$277,290.
3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

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 The terms and provisions of the Agreement, unless expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and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

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **SEP Technology Consulting, LLC**.

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

COUNTY OF SANTA BARBARA

JOAN HARTMANN

Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED
VAN DO-REYNOSO, MPH, PhD
DIRECTOR
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Director

By: _____
Risk Management

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **SEP Technology Consulting, LLC**.

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

SEP Technology Consulting, LLC

By: _____
KEYUR MAJMUDAR
MANAGING PARTNER

Date: _____

Exhibit A-1

Change Order



Agency: County of Santa Barbara, Public Health
 Project Code: EH_MARI3_TMPLT
 Contract ID: HHC RFP EHMIS 0116
 Initiating Department: County of Santa Barbara, Public Health ("Agency")
 Initiated by: Agency

CO #: 001
 Date 03/23/21

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

This Change Order dated April 23, 2022, describes services to be performed and work product to be provided by SEP Technology Consulting, LLC ("SEPTech") for County Of Santa Barbara, Public Health ("Agency") and is issued pursuant to the Statement of Work ("SOW") between SEPTech and Agency, dated 06/22/2021.

The purpose of this Change Order is to include the following additional scope as requested by the Agency:

CO1 Deliverable #1. Additional Business Rules Automation Scripting

HazMat Expressions for AA	For Aboveground Petroleum Storage Tank, Hazardous Materials Business Plan, California Accidental Release Program, Hazardous Waste Consolidation, Hazardous Waste Generator, Household Hazardous Waste, Large Quantity Generator, Recyclable Materials, Tiered Permitting and Underground Storage Tank Permits, only display the appropriate Custom Fields subtype for each record type.
Required Re-inspections	If inspection has failed (Required Re-inspection Status/ Not Approved) schedule a follow-up inspection 30 days default but provide Custom Field in checklist to manually update reinspection date.
End Date = Expiration Date	Set Expiration Date to "End Date" on the Permit or Application-Event Coordinator and Event Booth records (non-recurring types)
On Plan Review check	On plan review assignment, do not allow assignment if fee balance is not zero.
UST Application Fees Paid	On Site Inspection WFT, do not allow Updating to Completed if outstanding fees exist.
Cottage Food: Owner Fields	Cottage Food from ACA When entering the Facility Address, have the contents of these fields auto-populate into the Owner address fields. The facility and the owner address must be the same for Cottage food.
Hourly Billing – Requires Batch Script	When an inspection time accounting is added and the inspection is resulted or when the workflow tasks are updated and time accounting has been added, add the hourly fee to the record. Run batch automatically on the 17 th of every month that adds all time accounting charges to a single invoice and send an email with a copy of the invoice to the Accounts Payable contact on the record.
Hourly Billing – Manual Run Batch	Configure financials so that a final invoice can be calculated with all remaining, unpaid, time accounting during Plan Review. Provide the ability to print the invoices OR send an email with a copy of the invoice to the Accounts Payable contact on the record.
Temporary Food Facility (TFF) Script	Script to automate and streamline the Temporary Food Facility Application process. <ul style="list-style-type: none"> Validate and link the Booth Application to the Coordinator Application and update a custom list with the Booth Name and Application number.

Change Order



	<ul style="list-style-type: none">• Add the field to the Booth application for the Coordinator application number.• Add a custom list to the Coordinator Application for the Booth Name and Booth Application number.	
		Level of Effort Cost \$19,800

Change Order



CO1 Deliverable #2. Additional Custom Reports

<p>⇒ Four (4) Customized Reports</p>	<ul style="list-style-type: none"> SEPTech will build/customize an additional four (4) reports on top of the existing four (4) reports in the original Scope of Work. <ul style="list-style-type: none"> 1 High Complexity Reports 2 Medium Complexity Reports 1 Low Complexity Reports <p>Reports are classified by level of effort: High, Medium, and Low Complexity</p> <ul style="list-style-type: none"> High is defined as a report containing calculation and/or extensive detail and number of fields – for example a financial statistical report or complex permit or compliance report. This would include reports containing a substantial number of sub-reports. Medium level of effort reports are defined as a report displaying non-calculated and minimal calculated data fields. Reports with a low level of effort are typically letters or notices that contain contact information, basic application data, and minimal formatting adjustments. 	
Level of Effort Cost		\$18,750

CO1 Deliverable #3. Expanded Configuration Scope & Change in Requirements

<p>⇒ Configuration of the following additional record types as identified in the gap analysis sessions:</p> <ul style="list-style-type: none"> Solid Waste Facility Body Art Event Practitioner Application Body Art Event Coordinator Application Body Art Facility and Practitioner Application Safe Drugs 																									
<p>⇒ Additional configuration updates for the following record types as identified in the gap analysis sessions:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">Maximum Number of Data Fields Changes</th> <th style="text-align: center;">Maximum Number of Workflow Changes</th> <th style="text-align: center;">Maximum Number of Additional Fee Items</th> </tr> </thead> <tbody> <tr> <td>HazMat (9 Records)</td> <td style="text-align: center;">450</td> <td style="text-align: center;">5</td> <td style="text-align: center;">31</td> </tr> <tr> <td>Pools</td> <td style="text-align: center;">10</td> <td></td> <td></td> </tr> <tr> <td>Complaints</td> <td style="text-align: center;">10</td> <td></td> <td></td> </tr> <tr> <td>Land Use Review</td> <td style="text-align: center;">10</td> <td style="text-align: center;">1</td> <td></td> </tr> <tr> <td>Site Mitigation</td> <td style="text-align: center;">10</td> <td></td> <td></td> </tr> </tbody> </table>		Maximum Number of Data Fields Changes	Maximum Number of Workflow Changes	Maximum Number of Additional Fee Items	HazMat (9 Records)	450	5	31	Pools	10			Complaints	10			Land Use Review	10	1		Site Mitigation	10			
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Level of Effort Cost		\$18,000																							

Change Order



CO1 Deliverable #4. Expanded Conversion Scope

⇒ Additional Conversion for expanded scope	<ul style="list-style-type: none">• Expansion of conversion scope from EnvisionConnect to include ALL historic transactions• Configuration of a generic historical conversion record to be used for mapping and migration of all inactive: Records, PE, financial and other transactions
Level of Effort Cost \$22,320	

B. BILLING TERMS:

Billing terms remain the same as defined in the original SOW.