

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**

**23-277 A-1**

**SAP Number**

## Department of Behavioral Health

<b>Department Contract Representative</b>	Diana Barajas
<b>Telephone Number</b>	909-388-0862
<b>Contractor</b>	ECHO Consulting Services of California, Inc.
<b>Contractor Representative</b>	Tracy Orlando
<b>Telephone Number</b>	(603) 447-8600
<b>Contract Term</b>	July 1, 2022 through June 30, 2025
<b>Original Contract Amount</b>	\$898,472
<b>Amendment Amount</b>	\$602,736
<b>Total Contract Amount</b>	\$1,501,208
<b>Cost Center</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

THIS Amendment No. 1 dated June 25, 2024 is made by and between San Bernardino County (COUNTY), and ECHO Consulting Services of California, Inc. (ECHO), and modifies the terms to the Agreement executed between the parties and effective as of July 1, 2022.

1. ARTICLE V GENERAL, add a new Section 23, as follows:

23. Iran Contracting Act of 2010: In accordance with California Public Contract Code Section 2204(a), ECHO certifies that at the time the Contract is signed, ECHO is not identified on a list created pursuant to subdivision (b) of California Public Contract Code Section 2203 as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of California Public Contract Code Section 2202.5, or as a person described in subdivision (b) of California Public Contract Code Section 2202.5, as applicable. Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

2. ARTICLE V GENERAL, add a new Section 24, as follows:

24. Executive Order N-6-22 Russia Sanctions: On March 4, 2022, California Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that ECHO is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. ECHO shall be provided advance written notice of such termination, allowing ECHO at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the COUNTY.

3. ARTICLE V GENERAL, add a new Section 25, as follows:

25. Campaign Contribution Disclosure (SB 1439): ECHO has disclosed to County using Attachment III - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of ECHO's proposal to COUNTY, or (2) 12 months before the date this contract was approved by the County Board of Supervisors. ECHO acknowledges that under Government Code section 84308, ECHO is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the contract. In the event of a proposed amendment to this contract, ECHO will provide County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the ECHO or by a parent, subsidiary or otherwise related business entity of ECHO.

4. ARTICLE VI CONTRACT TERM, is deleted in its entirety and replaced with the following:

**VI. CONTRACT TERM**

The initial contract period shall begin July 1, 2022, and continue for the period of time in which the COUNTY Agreement is in effect, however, the initial period shall last no later than June 30, 2025, unless terminated sooner by either party. The COUNTY may, but is not obligated to, extend this contract or up to two (2) additional one-year periods contingent on the availability of funds and ECHO's performance. ECHO shall provide COUNTY with new annual rates at least 120 days prior to the end of any annual term.

5. ARTICLE VII CONTRACT MAXIMUM, is deleted in its entirety and replaced with the following:

**VII. CONTRACT MAXIMUM**

The maximum amount of this contract is as set forth in Exhibit A, not to exceed \$1,501,208.

6. EXHIBIT A - PROPOSED FEE SCHEDULE FY 22/23 and FY 23/24, is deleted in its entirety and replaced with a new Exhibit A – Proposed Fee Schedule, as attached hereto and incorporated herein.

7. All other terms, conditions and covenants in the basic agreement remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties

shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY

*Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Elyna Monell  
Clerk of the Board of Supervisors  
of San Bernardino County

By



Deputy

ECHO Consulting Services of California, Inc.

(Print or Type Name of corporation, company, contractor, etc.)

By *Kristen Aleksa*

6ABA1BA4B6A647A

(Authorized signature - sign in blue ink)

Kristen Aleksa

Name Kristen Aleksa

(Print or type name of person signing contract)

Title Chief Customer Officer

(Print or Type)

Dated: 6/14/2024

Address 2-20<sup>th</sup> N. Street, Suite 500

Birmingham, AL 35203

FOR COUNTY USE ONLY

Approved as to Legal Form

*Bonnie Uphold*

Bonnie Uphold, Supervising Deputy County Counsel

Date 6/18/2024

Reviewed for Contract Compliance

*Elyna Hoatson*

Elyna Hoatson, Contracts Supervisor

Date 6/13/2024

Reviewed and Approved by Department

*Georgina Yoshioka*

Georgina Yoshioka, Director

Date 6/15/2024



## ATTACHMENT III Campaign Contribution Disclosure (SB 1439)

### DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

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Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Echo Consulting Services of California, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5  
 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): Echo Consulting Services, Inc.
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Echo Consulting Services, Inc.	Parent

6. Name of agent of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

~~Yes  If **yes**, please continue to complete this form.~~

10. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award.

Exhibit A – Fee Schedule

San Bernardino:

Echo Products:

	FY22/23 Annual Total	FY23/24 Annual Total	FY24/25 Annual Total
MHS Maintenance	\$388,255.91	\$296,800.06	\$408,100.09
DAS Maintenance	\$120,953.65	\$92,462.34	\$127,135.72
<b>TOTAL</b>	<b>\$509,209.56</b>	<b>\$389,262.41</b>	<b>\$535,235.81</b>

The above fees do not include training or any other additional charges.  
 Travel will be billed in accordance with allowable County travel rates and terms  
 And must be authorized by County prior to travel by Contractor

Optional:

	FY22/23 Annual Total	FY23/24 Annual Total	FY24/25 Annual Total
Technical Support – 100 hours	\$22,500.00	\$22,500.00	\$22,500.00
Network Consultation	225/hr		
Data Analysis – 100 hours	\$22,500.00	\$22,500.00	\$22,500.00
System Operation Support – 100 hours	\$22,500.00	\$22,500.00	\$22,500.00
Training	225/hr		
Custom Enhancement/Product Development	1800/day		
<b>TOTAL</b>	<b>\$67,500</b>	<b>\$67,500</b>	<b>\$67,500</b>

<b>Total NTE Annual Fees with Optional Services Included</b>	<b>\$576,709.56</b>	<b>\$456,762.41</b>	<b>\$602,735.81</b>
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<b>Total Maintenance NTE Annual Fees (excluding Optional Services)</b>	<b>\$1,501,208</b>
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