

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 9th day of June, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as “COUNTY,” and **EZappt, LLC**, a Private For-Profit Organization, whose address is 12020 S. Warner-Elliot Loop, Ste. 101, Phoenix, Arizona 85044, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-18-438, effective August 7, 2018 for Automated Client Appointment Management System Maintenance and Enhancements for COUNTY’s Departments of Social Services (DSS); and

WHEREAS, COUNTY has identified additional enhancements it needs made by CONTRACTOR and the necessary compensation for such additional work; and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. A-18-438, Page One (1), Section One (1), beginning with Line Twenty-Five (25), with the word “CONTRACTOR” and ending on Page One (1), Line Twenty-Seven (27) with the word “Agreement.” be deleted and the following inserted in its place:

“CONTRACTOR shall perform all services and fulfill all responsibilities as identified in Revised Exhibit A, Summary of Services, attached hereto and by this reference incorporated and made part of this Agreement.”

2. That the existing COUNTY Agreement No. A-18-438, Page Three (3), Section Four (4) beginning with Line Three (3) with the word “For” and ending on Line Six (6) with the word “Agreement.”, be deleted and the following inserted in its place:

“For actual services provided as identified in the terms and conditions of this Agreement, including Revised Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Revised Exhibit B, Rate Sheet,

1 attached hereto and by this reference incorporated and made part of this Agreement.”

2 3. That the existing COUNTY Agreement No. A-18-438, Page Three (3), Section Four (4)
3 beginning with Line Nine (9), with the word “In” and ending on Line Fourteen (14) with the word
4 “CONTRACTOR.” be deleted and the following inserted in its place:

5 “In no event shall services performed under this Agreement be in excess of One Hundred and
6 One Thousand Five Hundred and No/100 Dollars (\$101,500.00) for the initial twenty-three (23) month
7 term, Forty Six Thousand Nine Hundred and No/100 Dollars (\$46,900.00) for the period July 1, 2020
8 through June 30, 2021, Thirty Seven Thousand Three Hundred and No/100 Dollars (\$37,300.00) for
9 the period July 1, 2021 through June 30, 2022, and Thirty Seven Thousand Seven Hundred and
10 No/100 Dollars (\$37,700.00) for the period July 1, 2022 through June 30, 2023. The cumulative total
11 of this Agreement shall not be in excess of Two Hundred Twenty-Three Thousand Four Hundred and
12 No/100 Dollars (\$223,400.00). It is understood that all expenses incidental to CONTRACTOR’s
13 performance of services under this Agreement shall be borne by CONTRACTOR.”

14 4. That the existing COUNTY Agreement No. A-18-438, Page Six (6), Section Ten (10)
15 beginning with Line Sixteen (16), with the word “Without” and ending on Page Eight (8), Line Eight
16 (8) with the word “better.” be deleted and the following inserted in its place:

17 “Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any
18 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following
19 insurance policies throughout the term of this Agreement:

20 A. Commercial General Liability

21 Commercial General Liability Insurance with limits of not less than Two Million
22 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million
23 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.
24 COUNTY may require specific coverages including completed operations,
25 products liability, contractual liability, Explosion-Collapse-Underground, fire
26 legal liability or any other liability insurance deemed necessary because of the
27 nature of this contract.

28 B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One
Million Dollars (\$1,000,000.00) per accident for bodily injury and for property
damages. Coverage should include any auto used in connection with this

1 Agreement.

2 C. Professional Liability

3 If CONTRACTOR employs licensed professional staff (*e.g.* Ph.D., R.N.,
4 L.C.S.W., M.F.C.T.) in providing services, Professional Liability Insurance with
5 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
6 Million Dollars (\$3,000,000) annual aggregate.

7 D. Worker's Compensation

8 A policy of Worker's Compensation Insurance as may be required by the
9 California Labor Code.

10 CONTRACTOR shall obtain endorsements to the Commercial General Liability
11 insurance naming the County of Fresno, its officers, agents, and employees, individually and
12 collectively, as additional insured, but only insofar as the operations under this Agreement are
13 concerned. Such coverage for additional insured shall apply as primary insurance and any other
14 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
15 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
16 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
17 written notice given to COUNTY.

18 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,
19 and employees any amounts paid by the policy of worker's compensation insurance required by this
20 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
21 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation
22 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

23 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
24 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
25 foregoing policies, as required herein, to the County of Fresno, DSS, PO BOX 1912, Fresno,
26 California, 93718-1912, Attention: Contracts, stating that such insurance coverages have been
27 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
28 responsible for any premiums on the policies; that for such worker's compensation insurance the
CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents and employees

1 any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy;
2 that such Commercial General Liability insurance names the County of Fresno, its officers, agents and
3 employees, individually and collectively, as additional insured, but only insofar as the operations
4 under this Agreement are concerned; that such coverage for additional insured shall apply as primary
5 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
6 employees, shall be excess only and not contributing with insurance provided under
7 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
8 minimum of thirty (30) days advance written notice given to COUNTY.

9 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
10 herein provided, COUNTY may, in addition to other remedies it may have, suspend, or terminate this
11 Agreement upon the occurrence of such event.

12 All policies shall be with admitted insurers licensed to do business in the State of
13 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of
14 A FSC VII or better."

15 5. That all references in existing COUNTY Agreement No. A-18-438 to Exhibit A shall be
16 changed to read "Revised Exhibit A," which is attached hereto and incorporated herein by this
17 reference.

18 6. That all references in existing COUNTY Agreement No. A-18-438 to Exhibit B shall be
19 changed to read "Revised Exhibit B," which is attached hereto and incorporated herein by this
20 reference.

21 7. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend
22 Agreement No. A-18-438 and that, upon execution of this Amendment I, the original Agreement and
23 this Amendment I shall together be considered the Agreement.

24 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
25 conditions and promises contained in this Agreement not amended herein shall remain in full force
26 and effect. This Amendment I shall become effective upon execution on the day first written
27 hereinabove.

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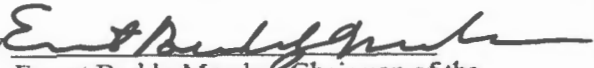
1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as
2 of the day and year first hereinabove written.

3 ATTEST:

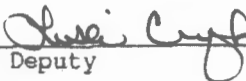
4 **CONTRACTOR:**
5 **EZappt LLC**

COUNTY OF FRESNO

6 By 
7 _____
8 Lynn Sweet, CEO
9 EZappt. LLC

By 
Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

10 ATTEST:
11 BERNICE E. SEIDEL
12 Clerk of the Board of Supervisors
13 County of Fresno, State of California

14 By 
Deputy

15
16 Mailing Address:
17 PO Box 197,
18 Gilbert, AZ 85299-0197
19 Phone No.: (480) 229-9294
20 Contact: Lynn Sweet

21 Fund/Subclass: 0001/10000
22 Organization: 56108550
23 Account/Program: 7295

24
25
26
27 DEN: DJB
28

SUMMARY OF SERVICES

ORGANIZATION: EZappt, LLC

ADDRESS: PO Box 197 Gilbert, AZ 85299-0197

TELEPHONE: (602) 377-6850 or (480) 229-9294

CONTACTS: Lynn Sweet

EMAIL: Lynn.Sweet@Ezappt.com

CONTRACT TERMS: August 10, 2018 – June 30, 2020
July 1, 2020 – June 30, 2021
July 1, 2021 – June 30, 2022
July 1, 2022 – June 30, 2023

CONTRACT AMOUNT: \$223,400.00

SUMMARY OF SERVICES

CONTRACTOR shall provide continued maintenance and support for the EZappt Automated Client Appointment Management System. CONTRACTOR will also provide enhancements if requested by the Department of Social Services (DSS). Support for the Automated Client Appointment Management System will be provided through both onsite and offsite means.

CONTRACTOR shall be responsible for the following

- A. As necessary, or when requested by DSS, update the Automated Client Appointment Management System.
- B. When functionality enhancements or programming changes are requested by DSS, CONTRACTOR shall update the Automated Client Appointment Management System as specified by DSS. CONTRACTOR shall follow the following process to implement functionality enhancements or programming changes.
 - i. CONTRACTOR shall meet with DSS via phone to define the project scope, budget, and delivery dates for the requested enhancements or programming changes.
 - ii. Before building the requested enhancements or programming changes, CONTRACTOR shall provide DSS with the budget, timeline of delivery dates, technical designs/workflows, and/or programming specifications as requested by DSS.

- iii. Once approval has been given by DSS, CONTRACTOR shall make the requested enhancement or programming changes.
 - 1. Should CONTRACTOR require additional time to finish requested enhancements or programming changes, CONTRACTOR shall contact DSS in advance of the delivery date and provide a written request for extension.
 - iv. Once work has been completed, documentation for the requested enhancements and programming changes will be provided to DSS for final review.
 - v. Once final approval has been given by DSS, CONTRACTOR shall deploy all functionality enhancements and programming changes.
 - vi. Once the functionality enhancements and programming changes have been implemented, CONTRACTOR shall continue to provide technical support for the updated software and notify DSS within two business days should CONTRACTOR identify a demonstrable software issue.
- C. Respond to and address all identified software issues and problems with the existing Automated Client Appointment Management System as follows.
- i. When DSS identifies a demonstrable software issue, CONTRACTOR shall meet with DSS via phone to fully define the software problem, elaborate on the cause, and identify feasible solutions to the identified issue. Once completed, DSS and CONTRACTOR shall agree upon the solution and delivery date, and identify all costs associated with the solution.
 - 1. CONTRACTOR shall meet with DSS via phone no later than two business days after being notified of the software issue.
 - ii. Should CONTRACTOR require additional time to resolve the identified issue, CONTRACTOR shall contact DSS in advance of the initial delivery date and provide a written request for extension.
 - iii. Once the solution has been completed, DSS reserves the ability to review work done prior to the final implementation of the solution.
 - iv. Once authorization from DSS has been given to implement the solution, CONTRACTOR shall apply all updates to the Automated Client Appointment Management System and inform DSS when the update has been completed.
 - v. Once the solution has been implemented, CONTRACTOR shall continue to provide technical support for the updated software and notify DSS within two business days should CONTRACTOR identify a demonstrable software issue.
- D. Provide online email support 24/7, and phone support during normal business hours (8 am to 6 pm PST). CONTRACTOR must respond to online, email, and phone requests within two business days from initial contact.
- E. CONTRACTOR will meet with DSS via conference call as often as required by DSS for service coordination, problem/issue resolution, information sharing, and review and monitoring of services.

DSS shall be responsible for the following:

- A. Provide instruction and approval for all enhancements requested by DSS.
- B. Provide delivery dates for solutions for all identified software issues and requested enhancements.
- C. Meet with designated CONTRACTOR staff as needed for service coordination, problem/issue resolution, information sharing, and review and monitoring of services.

Minimum Performance Requirements:

- A. CONTRACTOR must meet 90% of agreed upon delivery dates for all software updates and enhancements.
- B. CONTRACTOR must respond to 100% of all service requests within two business days.

**Rate Sheet
EZappt, LLC
Automated Client Appointment Management System**

Annual Support and Maintenance	Quantity	Unit Cost	TOTAL
August 2018 thru June 2019 – (Billed Annually)	1	\$16,100.00	\$16,100.00
July 2019 thru June 2020- (Billed Annually)	1	\$16,500.00	\$16,500.00
July 2020 thru June 2021 – (Billed Annually)	1	\$16,900.00	\$16,900.00
July 2021 thru June 2022 – (Billed Annually)	1	\$17,300.00	\$17,300.00
July 2022 thru June 2023 – (Billed Annually)	1	\$17,700.00	\$17,700.00
			\$84,500.00

Software Extended Support	Quantity	Unit Cost	TOTAL
August 2018 thru June 2019 (Billed Hourly)	339	\$100/hour	\$33,900.00
July 2019 thru June 2020 (Billed Hourly)	350	\$100/hour	\$35,000.00
July 2020 thru June 2021 (Billed Hourly)	300	\$100/hour	\$30,000.00
July 2021 thru June 2022 (Billed Hourly)	200	\$100/hour	\$20,000.00
July 2022 thru June 2023 (Billed Hourly)	200	\$100/hour	\$20,000.00
			\$138,900.00