

AMENDMENT II TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment II, is made and entered into this 25th day of April, 2017, by and between the **FRESNO COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**, a corporate public body, hereinafter referred to as "**PA**", and RTZ Associates, Inc., a California corporation, whose address is 150 Grand Avenue., Suite 201, Oakland, CA 94612, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as Agreement No. A-11-102, effective January 1, 2011, as amended by Amendment I, identified as Agreement A-11-102-1, effective May 7, 2013, hereinafter collectively referred to as the "Agreement", whereby CONTRACTOR agreed to provide the software to maintain a Registry of care providers, hereinafter Provider Registry, to refer to recipients of In-Home Supportive Services (IHSS); and

WHEREAS, the CONTRACTOR, recognizes the desirable nature of these on-going services and shall provide them to the PA; and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below.

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

1. That Subsection B of Section One (1) SERVICES, of the Agreement, located on page one (1), line twenty-one (21) starting with the word "CONTRACTOR" and ending on page one (1) line twenty-two (22) with the word "herein." be deleted in its entirety and replaced with the following:

"B. CONTRACTOR shall be held responsible for all services as set forth in Revised Exhibit A-1, Summary of Services, attached hereto and by this reference incorporated herein."

2. That the text in Section Four (4) COMPENSATION, of the Agreement, located on page three (3), line twenty-four (24) starting with the word "For" and ending on page three (3) line twenty-six (26) ending with the word "herein" be deleted in its entirety and replaced with the following:

"For actual services provided, as identified in the terms and conditions of this Agreement and Revised Exhibit A-1, Summary of Services, PA agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as identified in Revised Exhibit B, attached hereto

1 and by this reference incorporated herein.”

2 2. That the text in Agreement, Section Four (4), located on page four (4), line eleven (11)
3 starting with the word “For” and ending on page four (4) line twenty-four (24) ending with the word
4 “CONTRACTOR” be deleted in its entirety and replaced with the following:

5 “For the period of July 1, 2016 through June 30, 2017, in no event shall services
6 performed under this Agreement be in excess of Eighteen Thousand Three Hundred Sixty Six and
7 No/100 Dollars (\$17,466.00). For the period of July 1, 2017 through June 30, 2018, in no event shall
8 services performed under this Agreement be in excess of Twenty-Seven Thousand Eight Hundred
9 Sixty Three and No/100 Dollars (\$27,863.00). For the period of July 1, 2018 through June 30, 2019,
10 in no event shall services performed under this Agreement be in excess of Twenty-Eight Thousand Six
11 Hundred Ninety Nine and No/100 Dollars (\$28,699.00). For the period of July 1, 2019 through June
12 30, 2020, in no event shall services performed under this Agreement be in excess of Twenty-Nine
13 Thousand Five Hundred Sixty and No/100 Dollars (\$29,560.00). For the period of July 1, 2020
14 through June 30, 2021, in no event shall services performed under this Agreement be in excess of
15 Thirty Thousand Four Hundred Forty Seven and No/100 Dollars (\$30,447.00). In no event shall the
16 cumulative compensation for the 10 ½ year contract life be in excess of Two Hundred Sixteen
17 Thousand Fifty One and No/100 Dollars (\$216,051.00). It is understood that all expenses incidental to
18 CONTRACTOR’s performance of services under this Agreement shall be borne by CONTRACTOR.”

19 3. That all references to “Revised Exhibit A” in Agreement shall be changed to read
20 “Revised Exhibit A-1”, which is attached hereto and incorporated herein by reference.

4. That all references to “Exhibit B” in Agreement shall be changed to read “Revised
Exhibit B”, which is attached hereto and incorporated herein by this reference.

COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend the
Agreement and that upon execution of Amendment II, the original Agreement, Amendment I and this
Amendment II shall together be considered the Agreement.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
conditions and promises contained in the Agreement and not amended herein shall remain in full force
and effect. This Amendment II shall become effective upon execution by all parties.

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2 ///

3 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement
4 as of the day and year first hereinabove written.

5 ATTEST:

6 **CONTRACTOR:**
7 **RTZ ASSOCIATES, INC.**

8 By: _____

9 Print Name: Michael Zawadski, JD

10 Title: President

11 Chairman of the Board, or
12 President, or any Vice President

13 By: _____

14 Print Name: Rich ZAWADSKI

15 Title: Founder / CFO

16 Secretary (of Corporation), or
17 any Assistant Secretary, or
18 Chief Financial Officer, or
19 any Assistant Treasurer

**FRESNO COUNTY IN-HOME SUPPORTIVE
SERVICES PUBLIC AUTHORITY**

By: _____

Brian Pacheco, Chairman
Governing Board In-Home Supportive
Services Public Authority

BERNICE E. SEIDEL, Clerk
Board of Supervisors

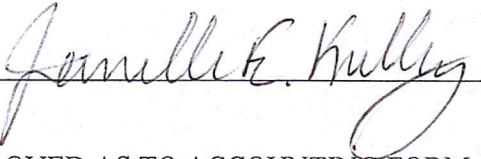
By: _____

Susan Bishop
Deputy


**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 Mailing Address:
150 Grand Ave., Suite 102
2 Oakland, CA 94612
Contact: Joanne Holland
3 Phone No.: (510) 986-6700 ext. 402
///


1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3 By: 

4 APPROVED AS TO ACCOUNTING FORM:
5 OSCAR GARCIA, CPA, AUDITOR-CONTROLLER/
6 TREASURER-TAX COLLECTOR

7 By: 

8 REVIEWED AND RECOMMENDED
9 FOR APPROVAL:

10 By: 
11 Joy Cronin, Executive Director
12 IHSS Public Authority
13
14
15

16 Fund/Subclass: 0001/10000

17 Organization: 5611

FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
\$17,466.00	\$27,863.00	\$28,699.00	\$29,560.00	\$30,447.00

18 Account/Program: 7295

19 DEN:jw
20

SUMMARY OF SERVICES

CONTRACTOR: RTZ Associates, Inc.

ADDRESS: 150 Grand Ave., Suite 201

SERVICES: PETS/HOMCare2 Public Authority Registry Software

TELEPHONE: (510) 986-6707

CONTACTS: Michael Zawadski, Vice President
mike@rtzassociates.com
Laura Emery, Client Relations Manager
laura@rtzassociates.com
Joanne Holland
joanne@rtzassociates.com

SUMMARY OF SERVICES

RTZ Associates, Inc. (CONTRACTOR) shall provide the Fresno County In-Home Supportive Services Public Authority (PA) the HOMCare2 software application and database and the Provider Eligibility and Tracking System (PETS), to manage the PA Registry which provides a tracking, criminal background check, and referral system for In-Home Supportive Services (IHSS) providers that have completed the PA Provider Registry enrollment process.

CONTRACTOR's RESPONSIBILITIES

CONTRACTOR shall provide the PA with CONTRACTOR's web hosting of the HOMCare2 software application and database and the Provider Eligibility and Tracking System (hereinafter referred to as "HOMCare2" and "PETS"), which shall include the following:

1. A true browser based system will be available to the PA no later than October 31, 2011.
 - a. There will be no additional cost to the PA beyond the compensation identified in Section Four (4) of Amendment II of this Agreement and Revised Exhibit B
 - b. CONTRACTOR shall assist the PA transition to the new version as part of on-going technical support
 - c. If the browser system is not implemented by October 31, 2011, the PA has the right to withhold payment until implementation is complete
 - d. CONTRACTOR products should be viable with latest version of industry standard browsers such as Internet Explorer 11 and Chrome
2. Within thirty (30) days of execution by all parties of this Agreement, document imaging functionality will be available to the PA
 - a. There will be no additional cost for the addition of this field
 - b. There will be no additional costs associated for document storage

3. Access to all modules of HOMCare2 and its web-based application service PETS and all related functionality
4. Backups on the PA's data shall be performed nightly
5. All software upgrades as described in the "Software Upgrades" section
6. Technical Support as described in the "Technical Support" section
7. Training as described in the "Training" section
8. Application hosting to include:
 - a. Access for fifteen (15) concurrent end-user and unlimited end-user licenses
 - b. Secure hosting location with redundant internet connections and back-up power supply
9. Data back-ups available to the PA via secure Internet connection, as frequently as monthly, upon request of PA.
 - a. CONTRACTOR shall upload a copy of the Fresno PA's database to a secure, password protected File Transfer Protocol site
10. HOMCare2 shall be Case Management Information Payroll System (CMIPS) II compatible
 - a. There will be no cost to the PA for programming activities needed to update HOMCare2 to interface with CMIPS II
 - b. RTZ shall be responsible for creating and uploading the monthly CMIPS II Public Authority Registry interface file to the RTZ SFTP server
 - i. Access to the SFT server for RTZ authorized staff shall be approved by Fresno County and administered by the CMIPS II Help Desk
 - ii. A CMIPS II County Interface Secure File Transfer Authorization form must be approved by Fresno County, and submitted to the CMIPS II Help Desk by each RTZ associate responsible for uploading the interface file
 - c.
11. PA shall be able to create ad hoc reports
 - a. Designated Department of Social Services, Information Technology staff shall have access to the unlocked database and the ability to run queries
 - b. CONTRACTOR shall provide technical support to review current reports and the reports catalog to ensure accuracy of information
12. Provide background and eligibility checks on IHSS providers through PETS
 - a. On a daily basis, PETS shall access the County of Fresno's California Department of Justice email account and store Criminal Offender Record Information (CORI) letters for the IHSS PA to perform the following:
 - i. Identify records that have passed the background check
 - ii. Identify invalid fingerprint submissions for follow-up
 - iii. Identify and flag (CORI) records requiring further review
 - iv. Generate provider-specific qualification/disqualification letters
 - v. Produce reports that meet operational needs
 - vi. Create a file to upload to the DOJ to identify records for which the PA no longer wants to receive subsequent arrest notices
 - vii. Store CORI letters and related records to meet regulatory requirements
 - viii. Update registry records with background check statuses in HOMCare2

SOFTWARE UPGRADES:

CONTRACTOR shall provide all upgrades to HOMCare2 and PETS during each term of this Agreement. Upgrades that may be a simple revision to improve the system will be produced as needed. Upgrades shall not be performed more often than on a quarterly basis. PA shall receive complimentary upgrades on the personal computer (PC), California-specific PA version of HOMCare2 Software leased under this Agreement. PA shall receive periodic system updates to PETS to accommodate revised regulations and standards.

TECHNICAL SUPPORT:

PA is entitled to unlimited technical support for HOMCare2 and PETS by telephone every business day, with the exception of designated CONTRACTOR holidays, from 6:30 AM 12:00 PM and 1:30 PM to 5:30 PM Pacific Standard Time. CONTRACTOR holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and up to two "floating holidays" which vary from year to year.

CONTRACTOR will provide the specified computer hardware related to hosting the HOMCare2 application and PETS. CONTRACTOR shall work with PA staff to locally configure workstations for secure access (without purchasing any third-party software or hardware).

TRAINING:

CONTRACTOR shall provide remote training sessions a maximum of four (4) times each Agreement term at no additional cost. CONTRACTOR shall provide one webinar training for end users for the PETS enhancement.

PA RESPONSIBILITIES

1. The PA will be responsible for providing each workstation (computer) with:
 - a. A Windows operating system (Windows 95 or newer);
 - b. A high speed internet connection to access HOMCare2.

If the PA attempts to access or use the HOMCare2 system by any means other than logging into the system, PA shall be fully responsible for any subsequent problems. Examples of such misuse shall include, but not be limited to: attempts to move, re-name, or alter the database or data structure in anyway. The PA shall be fully responsible for any resulting data corruption, or malfunctions with the HOMCare2 system. The PA shall be liable for the costs of any services necessary to remedy such problems.

BUDGET

All-inclusive cost for Public Authority (PA) to use CONTRACTOR's HOMCare2 Software and Provider Eligibility and Tracking System (PETS):

6 months	\$6,150
Year 1	\$14,290
Year 2	\$14,719
Year 3	\$15,160
Year 4	\$15,615
Year 5	\$16,083
Year 6	\$17,466
Year 7	\$27,863
Year 8	\$28,699
Year 9	\$29,560
Year 10	\$30,447

Unit price includes all applicable sales and/or use taxes. CONTRACTOR shall absorb any and all increases to the current sales tax rates.

PA shall not incur any installation costs. The increase in year to year cost represents a 3% cost of living increase.

The rate for customizations shall be \$150 per hour. CONTRACTOR shall provide PA an estimate of the time needed before commencing the work.