

**AGREEMENT**

This Agreement is made and entered into this 6th day of June 2017, 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."

**WITNESSETH:**

WHEREAS, COUNTY through its Department of Social Services (DSS) conducts interviews as a part of the benefits issuance process; and

WHEREAS, COUNTY has a need for ongoing maintenance and enhancement of the Automated Client Appointment Management System to schedule client appointments, consolidate scheduling calendars, and balance assignments to increase efficiency; and

WHEREAS, CONTRACTOR designed the current Automated Client Appointment Management System specifically for COUNTY for staff to schedule client appointments, consolidate scheduling calendars, and balance assignments to increase efficiency; and

WHEREAS, CONTRACTOR is willing to provide ongoing maintenance and enhancement of the Automated Client Appointment Management System.

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

**1. SERVICES**

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

**2. TERM**

The term of this Agreement shall be for a period of one year, commencing on July 1, 2017 through and including June 30, 2018.

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1           **3.     TERMINATION**

2           A.     Non-Allocation of Funds - The terms of this Agreement, and the services to be  
3 provided thereunder, are contingent on the approval of funds by the appropriating government agency.  
4 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
5 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

6           B.     Breach of Contract - COUNTY may immediately suspend or terminate this  
7 Agreement in whole or in part, where in the determination of COUNTY there is:

- 8                   1)     An illegal or improper use of funds;  
9                   2)     A failure to comply with any term of this Agreement;  
10                  3)     A substantially incorrect or incomplete report submitted to COUNTY;  
11                  4)     Improperly performed service.

12                 In no event shall any payment by COUNTY constitute a waiver by COUNTY of  
13 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.  
14 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the  
15 breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to  
16 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of  
17 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall  
18 promptly refund any such funds upon demand or, at COUNTY's option, such repayment shall be  
19 deducted from future payments owing to CONTRACTOR under this Agreement.

20           C.     Without Cause - Under circumstances other than those set forth above, this  
21 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director, or  
22 designee, upon thirty (30) days advance written notice of an intention to terminate the Agreement.

23           **4.     COMPENSATION**

24                 For actual services provided as identified in the terms and conditions of this Agreement,  
25 including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
26 compensation in accordance with Exhibit A. Payment shall be made upon certification or other proof  
27 satisfactory to COUNTY's DSS that services have actually been performed by CONTRACTOR as  
28 specified in this Agreement.

1 In no event shall services performed under this Agreement be in excess of Thirty Five  
2 Thousand Six Hundred Fifty and No/100 Dollars (\$35,650.00). The cumulative total of this  
3 Agreement shall not be in excess of Thirty Five Thousand Six Hundred Fifty and No/100 Dollars  
4 (\$35,650.00). It is understood that all expenses incidental to CONTRACTOR's performance of  
5 services under this Agreement shall be borne by CONTRACTOR.

6 Except as provided below regarding State payment delays, payments by COUNTY shall  
7 be in arrears, for services provided during the preceding month, within forty-five (45) days after  
8 receipt, verification, and approval of CONTRACTOR's invoices by COUNTY's DSS. If  
9 CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be  
10 relieved of its obligation for further compensation. All final claims and / or any final budget  
11 modification requests shall be submitted by CONTRACTOR within sixty (60) days following the final  
12 month of service for which payment is claimed. No action shall be taken by COUNTY on claims  
13 submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by  
14 CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to  
15 COUNTY.

16 The services provided by CONTRACTOR under this Agreement are funded in whole or  
17 in part by the State of California. In the event that funding for these services is delayed by the State  
18 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment  
19 shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of  
20 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of  
21 payment to COUNTY plus forty-five (45) days.

## 22 5. INVOICING

23 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) day of each month  
24 for actual expenses incurred and services rendered in the previous month to:  
25 DSSInvoices@co.fresno.ca.us. Invoices shall include all corresponding documentation submitted and  
26 identified by line item, as identified in Exhibit A. Supporting documentation shall include but is not  
27 limited to receipts, invoices received, and documented administrative / overhead costs. No  
28 reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed

1 and approved by COUNTY's DSS.

2 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is  
3 otherwise not in proper form or substance, COUNTY's DSS Director or designee shall have the right  
4 to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5)  
5 days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a  
6 period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety  
7 (90) day period, the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY's DSS  
8 Director or designee may elect to terminate this Agreement, pursuant to the termination provisions  
9 stated in Section Three (3) of this Agreement. In addition, for invoices received ninety (90) days after  
10 the expiration of each term of this Agreement or termination of this Agreement, at the discretion of  
11 COUNTY's DSS Director or designee, COUNTY's DSS shall have the right to deny payment of any  
12 additional invoices received.

13 **6. INDEPENDENT CONTRACTOR**

14 In performance of the work, duties, and obligations assumed by CONTRACTOR under  
15 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of  
16 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an  
17 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
18 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no  
19 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform  
20 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to  
21 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
22 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
23 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are  
24 directly or indirectly the subject of this Agreement.

25 Because of its status as an independent contractor, CONTRACTOR shall have  
26 absolutely no right to employment rights and benefits available to COUNTY employees.  
27 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees  
28 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and

1 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,  
2 including compliance with Social Security, withholding, and all other regulations governing such  
3 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be  
4 providing services to others unrelated to COUNTY or to this Agreement.

5 **7. MODIFICATION**

6 A. Any matters of this Agreement may be modified from time to time by the written  
7 consent of all the parties without, in any way, affecting the remainder.

8 B. Notwithstanding the above, changes to line items in the budget, attached hereto  
9 as Exhibit A, in an amount not to exceed ten percent (10%) of the total maximum compensation as  
10 identified in Section Four (4) of this Agreement, may be made with the written approval of  
11 COUNTY's DSS Director or designee and CONTRACTOR. Budget line item changes shall not result  
12 in any change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

13 C. CONTRACTOR hereby agrees that changes to the compensation under this  
14 Agreement may be necessitated by a reduction in funding from State and / or Federal sources.  
15 COUNTY's DSS Director or designee may modify the maximum compensation depending on State  
16 and Federal funding availability, as stated in Section Four (4) in this Agreement. CONTRACTOR  
17 further understands that this Agreement is subject to any restrictions, limitations or enactments of all  
18 legislative bodies which affect the provisions, term, or funding of this Agreement in any manner.

19 **8. NON-ASSIGNMENT**

20 Neither party shall assign, transfer or subcontract this Agreement nor their rights or  
21 duties under this Agreement without the prior written consent of the other party.

22 **9. HOLD-HARMLESS**

23 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,  
24 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including  
25 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to  
26 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,  
27 agents, or employees under this Agreement, and from any and all costs and expenses, including  
28 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to any

1 person, firm, or corporation who may be injured or damaged by the performance, or failure to  
2 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement. In addition,  
3 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and / or local audit  
4 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

5 **10. INSURANCE**

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

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than One Million  
11 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million  
12 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.  
13 COUNTY may require specific coverage including completed operations,  
14 product liability, contractual liability, Explosion, Collapse, and Underground  
(XCU), fire legal liability or any other liability insurance deemed necessary  
because of the nature of the Agreement.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits for bodily injury of  
17 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five  
18 Hundred Thousand Dollars (\$500,000) per accident and for property damages of  
19 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a  
20 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage  
should include owned and non-owned vehicles used in connection with this  
Agreement.

21 C. Professional Liability

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

25 D. Worker's Compensation

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

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

9           Within thirty (30) days from the date CONTRACTOR signs this Agreement,  
10 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the  
11 foregoing policies, as required herein, to the County of Fresno, DSS, PO BOX 1912, Fresno,  
12 California, 93718-1912, Attention: Contracts, stating that such insurance coverages have been  
13 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be  
14 responsible for any premiums on the policies; that such Commercial General Liability insurance  
15 names the County of Fresno, its officers, agents and employees, individually and collectively, as  
16 additional insured, but only insofar as the operations under this Agreement are concerned; that such  
17 coverage for additional insured shall apply as primary insurance and any other insurance, or self-  
18 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not  
19 contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance  
20 shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given  
21 to COUNTY.

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

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

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1           **11. CONFIDENTIALITY AND MEDI-CAL PRIVACY**

2           All services performed by CONTRACTOR under this Agreement shall be in strict conformance  
3 with all applicable Federal, State of California, and/or local laws and regulations relating to  
4 confidentiality including, but not limited to: California Welfare and Institutions Code Sections 10850  
5 and 14100.2; the CDSS Manual of Policies and Procedures, Division 19-0000; and the California  
6 Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H. In  
7 addition, all services performed by CONTRACTOR under this Agreement shall also be in  
8 conformance with the Medi-Cal Data Privacy and Security Agreement between the California DHCS  
9 and the County of Fresno (hereinafter referred to as "the Medi-Cal Data Agreement") that is then in  
10 effect, which is by this reference incorporated herein. The current Medi-Cal Data Agreement is  
11 available upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>. The purpose  
12 of this section is to assure that all applications and records concerning program recipients shall be kept  
13 confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not  
14 directly connected with the administration of the program. CONTRACTOR shall inform all of its  
15 employees, agents, officers, and subcontractors of this provision; and that any person knowingly and  
16 intentionally violating this provision is guilty of a misdemeanor.

17           **12. NON-DISCRIMINATION**

18           During the performance of this Agreement CONTRACTOR shall not unlawfully  
19 discriminate against any employee or applicant for employment, or recipient of services, because of  
20 ethnic group identification, gender, gender identity, gender expression, sexual orientation, color,  
21 physical disability, mental disability, medical condition, national origin, race, ancestry, marital status,  
22 religion, or religious creed, pursuant to all applicable State of California and Federal statutes and  
23 regulations.

24           **13. CONFLICT OF INTEREST**

25           No officer, agent, or employee of COUNTY who exercises any function or  
26 responsibility for planning and carrying out the services provided under this Agreement shall have any  
27 direct or indirect personal financial interest in this Agreement. In addition, no employee of COUNTY  
28 shall be employed by CONTRACTOR to fulfill any contractual obligations with COUNTY.



1 CONTRACTOR shall also comply with all Federal, State of California, and local conflict of interest  
2 laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this  
3 Agreement and any officer, agent, or employee of COUNTY.

4 **15. CHARITABLE CHOICE**

5 CONTRACTOR may not discriminate in its program delivery against a client or  
6 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a  
7 refusal to actively participate in a religious practice. Any specifically religious activity or service  
8 made available to individuals by CONTRACTOR must be voluntary as well as separate in time and  
9 location from County funded activities and services. CONTRACTOR shall inform COUNTY as to  
10 whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DSS a copy of  
11 its policy on referring individuals to an alternate treatment provider, and include a copy of this policy  
12 in its client admission forms. The policy must inform individuals that they may be referred to an  
13 alternative provider if they object to the religious nature of the program, and include a notice to DSS.  
14 Adherence to this policy will be monitored during annual site reviews, and a review of client files. If  
15 CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to  
16 report to DSS the number of individuals who requested referrals to alternate providers based on  
17 religious objection.

18 **16. PROHIBITION ON PUBLICITY**

19 None of the funds, materials, property or services provided directly or indirectly under  
20 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e.,  
21 purchasing of tickets / tables, silent auction donations, etc.) for the purpose of self-promotion.  
22 Notwithstanding the above, publicity of the services described in Paragraph One (1) of this Agreement  
23 shall be allowed as necessary to raise public awareness about the availability of such specific services  
24 when approved in advance by the Director or designee and at a cost as provided in Exhibit A for such  
25 items as written / printed materials, the use of media (i.e., radio, television, newspapers) and any other  
26 related expense(s).

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1           **17.    DATA SECURITY**

2           For the purpose of preventing the potential loss, misappropriation or inadvertent  
3 disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY  
4 resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a  
5 contractual relationship with COUNTY for the purpose of providing services under this Agreement  
6 must employ adequate data security measures to protect the confidential information provided to  
7 CONTRACTOR by COUNTY, including but not limited to the following:

8           A.     Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to  
9 COUNTY networks via personally owned mobile, wireless or handheld devices, except when  
10 authorized by COUNTY for telecommuting and then only if virus protection software currency  
11 agreements are in place, and if a secure connection is used.

12           B.     Contractor-Owned Computers or Computer Peripherals may not brought into  
13 COUNTY for use, including and not limited to mobile storage devices, without prior authorization  
14 from COUNTY's Chief Information Officer or her designee. Data must be stored on a secure server  
15 approved by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or  
16 another type of secure connection of this type if any data is approved to be transferred.

17           C.     County-Owned Computer Equipment – CONTRACTOR or anyone having an  
18 employment relationship with COUNTY may not use COUNTY computers or computer peripherals  
19 on non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or  
20 her designee.

21           D.     CONTRACTOR may not store COUNTY's private, confidential or sensitive  
22 data on any hard-disk drive.

23           E.     CONTRACTOR is responsible to employ strict controls to insure the integrity  
24 and security of COUNTY's confidential information and to prevent unauthorized access to data  
25 maintained in computer files, program documentation, data processing systems, data files and data  
26 processing equipment which stores or processes COUNTY data internally and externally.

27           F.     Confidential client information transmitted to one party by the other by means of  
28 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of

1 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

2 G. CONTRACTOR is responsible to immediately notify COUNTY of any breaches  
3 or potential breaches of security related to COUNTY's confidential information, data maintained in  
4 computer files, program documentation, data processing systems, data files and data processing  
5 equipment which stores or processes COUNTY data internally or externally.

6 H. In the event of a breach of security related to COUNTY's confidential client  
7 information provided to CONTRACTOR, COUNTY will manage the response to the incident,  
8 however, CONTRACTOR will be responsible to issue any notification to affected individuals as  
9 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be  
10 responsible for all costs incurred as a result of providing the required notification.

11 **18. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

12 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-  
13 profit or non-profit corporation) or if during the term of this Agreement, CONTRACTOR changes its  
14 status to operate as a corporation.

15 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing  
16 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
17 under this Agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR  
18 is a party and in which one or more of its directors has a material financial interest. Members of the  
19 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing  
20 and signing a *Self-Dealing Transaction Disclosure Form*, attached hereto as Exhibit B, "Self-Dealing  
21 Transaction Disclosure Form", and by this reference incorporated herein, and submitting it to  
22 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

23 **19. AUDITS AND INSPECTIONS**

24 CONTRACTOR shall at any time during business hours, and as often as COUNTY may  
25 deem necessary, make available to COUNTY for examination all of its records and data with respect  
26 to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit  
27 COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's  
28 compliance with the terms of this Agreement.

1 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),  
2 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor  
3 General for a period of three (3) years after final payment under contract (California Government  
4 Code section 8546.7).

5 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal  
6 review process and comply with all final determinations rendered by the COUNTY's fiscal review  
7 process. If COUNTY reaches an adverse decision regarding CONTRACTOR's services to  
8 consumers, it may result in the disallowance of payment for services rendered, or in additional  
9 controls to the delivery of services, or in the termination of this Agreement, at the discretion of  
10 COUNTY's DSS Director or designee. If as a result of COUNTY's fiscal review process a  
11 disallowance is discovered due to CONTRACTOR's deficiency, CONTRACTOR shall be financially  
12 liable for the amount previously paid by COUNTY to CONTRACTOR and this disallowance will be  
13 adjusted from CONTRACTOR's future payments, at the discretion of COUNTY's DSS Director or  
14 designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review  
15 outcomes, decisions and actions.

16 **20. NOTICES**

17 The persons having authority to give and receive notices under this Agreement and their  
18 addresses include the following:

19 COUNTY

20 Director, County of Fresno  
21 Department of Social Services  
22 PO BOX 1912  
Fresno, CA 93718-1912

CONTRACTOR

EZappt, LLC.  
Lynn Sweet, CEO  
60 E. Rio Salado #900  
Tempe, AZ 85281

23 **21. CHANGE OF LEADERSHIP / MANAGEMENT**

24 Any and all notices between COUNTY and CONTRACTOR provided for or permitted  
25 under this Agreement or by law, shall be in writing and shall be deemed duly served when personally  
26 delivered to one of the parties, or in lieu of such personal service, when deposited in the United States  
27 Mail, postage prepaid, addressed to such party.

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1 In the event of any change in the status of CONTRACTOR'S leadership or  
2 management, CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from  
3 the date of change. Such notification shall include any new leader or manager's name, address and  
4 qualifications. "Leadership or management" shall include any employee, member, or owner of  
5 CONTRACTOR who either a) directs individuals providing services pursuant to this Agreement, b)  
6 exercises control over the manner in which services are provided, or c) has authority over  
7 CONTRACTOR's finances.

8 **22. GOVERNING LAW**

9 The parties agree, that for the purposes of venue, performance under this Agreement is  
10 to be in Fresno County, California.

11 The rights and obligations of the parties and all interpretation and performance of this  
12 Agreement shall be governed in all respects by the laws of the State of California.

13 **23. ENTIRE AGREEMENT**

14 This Agreement, including all Exhibits, constitutes the entire agreement between  
15 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
16 agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
17 understandings of any nature whatsoever unless expressly included in this Agreement.

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

3 ATTEST:

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

**COUNTY OF FRESNO**

6  
7 By 

By 

Brian Pacheco, Chairman  
Board of Supervisors

8  
9 Print Name: Lynn Sweet

10 Title: Managing Member  
11 Chairman of the Board, or  
12 President, or any Vice President

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

13  
14 By 

15 Print Name: Lynn Sweet

By 

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

20 Date: 5/9/2017


**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

21  
22 Mailing Address:  
23 PO Box 197,  
24 Gilbert, AZ 85299-0197  
25 Phone No. (480) 229-9294  
26 Contact: Lynn Sweet  
27  
28

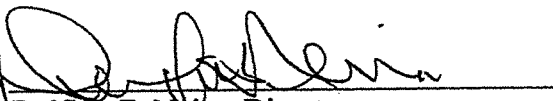
1 APPROVED AS TO LEGAL FORM:  
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3  
4 By 

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

8  
9 By 

10 REVIEWED AND RECOMMENDED  
11 FOR APPROVAL:

12  
13 By   
14 Delfino E. Neira, Director  
15 Department of Social Services

16  
17  
18  
19  
20 Fund/Subclass: 0001/10000  
21 Organization: 56108550  
22 Account/Program: 7294

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24  
25  
26  
27 DEN:DJB  
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### **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](mailto:Lynn.Sweet@Ezappt.com)

CONTRACT Term: July 1, 2017 – June 30, 2018

CONTRACT AMOUNT: \$35,650.00

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### **SUMMARY OF SERVICES**

CONTRACTOR shall provide continued maintenance and support for the Automated Client Appointment Management System EZappt. 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 support.

#### **CONTRACTOR shall be responsible for the following**

- A. As necessary, or when requested by DSS, update the Automated Client Appointment Management System created by CONTRACTOR.
- 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 enhancement 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 deliverable 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, review, and monitoring 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 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:**

**Organization:** EZappt, LLC

**Project:** Automated Client Appointment Management System

**Term:** July 1, 2017 through June 30, 2017

**Total Contract Amount:** \$35,650.00

Description	Units	Rate	Total
Software System Extended Support (Enhancements)	200 Hours	\$100.00/Hour	\$20,000.00
Annual Support and Maintenance	1 Year	\$15,650.00/ Year	\$15,650.00
Total Cost			\$35,650.00

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	