

AGREEMENT

This Agreement is made and entered into this 7th day of August 2018, 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 an Automated Client Appointment Management System to schedule client appointments, consolidate scheduling calendars, and balance assignments to increase efficiency; and

WHEREAS, CONTRACTOR developed and maintains an Automated Client Appointment Management System specifically for assisting COUNTY staff to schedule client appointments, consolidate scheduling calendars, and balance assignments to increase efficiency; and

WHEREAS, COUNTY has continuously used CONTRACTOR's Automated Client Appointment Management System since February 2, 2010 and has a need to continue using it and to have CONTRACTOR continue to maintain the System and to provide enhancements at COUNTY's request; 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.

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1 **2. TERM**

2 The term of this Agreement shall be for a period of twenty-three (23) months, commencing on
3 August 7, 2018 through and including June 30, 2020. This Agreement may be extended for three (3)
4 additional consecutive twelve (12) month periods upon the written approval of both parties no later
5 than thirty (30) days prior to the first day of the next twelve (12) month extension period. The DSS
6 Director, or designee, is authorized to execute such written approval on behalf of COUNTY based on
7 CONTRACTOR's satisfactory performance

8 **3. TERMINATION**

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

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

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

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

27 C. Without Cause - Under circumstances other than those set forth above, this
28 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director, or

designee, upon thirty (30) days advance written notice of an intention to terminate the Agreement.

4. COMPENSATION

For actual services provided as identified in the terms and conditions of this Agreement, including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit B, Rate Sheet, attached hereto and by this reference incorporated and made part of this Agreement. Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS that services have actually been performed by CONTRACTOR as specified in this Agreement.

In no event shall services performed under this Agreement be in excess of Eighty Thousand and No/100 Dollars (\$80,000.00) for the initial twenty-three (23) month term and Thirty Thousand and No/100 Dollars (\$30,000.00) for each consecutive twelve (12) month term. The cumulative total of this Agreement shall not be in excess of One Hundred and Seventy Thousand and No/100 Dollars (\$170,000.00). It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

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

The services provided by CONTRACTOR under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of

time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

5. INVOICING

CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each month for actual expenses incurred and services rendered in the previous month to:

DSSInvoices@co.fresno.ca.us. Invoices shall include all corresponding documentation submitted and identified by line item, as identified in Exhibit B. Supporting documentation shall include but is not limited to receipts, invoices received, and documented administrative / overhead costs. No reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed and approved by COUNTY's DSS.

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

6. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform

1 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to
2 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
3 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
4 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
5 directly or indirectly the subject of this Agreement.

6 Because of its status as an independent contractor, CONTRACTOR shall have
7 absolutely no right to employment rights and benefits available to COUNTY employees.
8 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
9 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
10 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
11 including compliance with Social Security, withholding, and all other regulations governing such
12 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
13 providing services to others unrelated to COUNTY or to this Agreement.

14 **7. MODIFICATION**

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

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

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

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1 **8. NON-ASSIGNMENT**

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

4 **9. HOLD-HARMLESS**

5 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
6 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
7 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to
8 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
9 agents, or employees under this Agreement, and from any and all costs and expenses, including
10 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to any
11 person, firm, or corporation who may be injured or damaged by the performance, or failure to
12 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement. In addition,
13 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and / or local audit
14 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

15 **10. INSURANCE**

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

19 A. Commercial General Liability

20 Commercial General Liability Insurance with limits of not less than One Million
21 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
22 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
23 COUNTY may require specific coverage including completed operations,
24 product liability, contractual liability, Explosion, Collapse, and Underground
because of the nature of the Agreement.

25 B. Automobile Liability

26 Comprehensive Automobile Liability Insurance with limits for bodily injury of
27 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
28 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage

1 should include owned and non-owned vehicles used in connection with this
2 Agreement.

3 C. Professional Liability

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

8 D. Worker's Compensation

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

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

19 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
20 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
21 foregoing policies, as required herein, to the County of Fresno, DSS, PO BOX 1912, Fresno,
22 California, 93718-1912, Attention: Contracts, stating that such insurance coverages have been
23 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
24 responsible for any premiums on the policies; that such Commercial General Liability insurance
25 names the County of Fresno, its officers, agents and employees, individually and collectively, as
26 additional insured, but only insofar as the operations under this Agreement are concerned; that such
27 coverage for additional insured shall apply as primary insurance and any other insurance, or self-
28 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance

1 shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given
2 to COUNTY.

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

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

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

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

25 **12. NON-DISCRIMINATION**

26 During the performance of this Agreement CONTRACTOR shall not unlawfully
27 discriminate against any employee or applicant for employment, or recipient of services, because of
28 ethnic group identification, gender, gender identity, gender expression, sexual orientation, color,

1 physical disability, mental disability, medical condition, national origin, race, ancestry, marital status,
2 religion, or religious creed, pursuant to all applicable State of California and Federal statutes and
3 regulations.

4 **13. CONFLICT OF INTEREST**

5 No officer, agent, or employee of COUNTY who exercises any function or
6 responsibility for planning and carrying out the services provided under this Agreement shall have any
7 direct or indirect personal financial interest in this Agreement. In addition, no employee of COUNTY
8 shall be employed by CONTRACTOR to fulfill any contractual obligations with COUNTY.
9 CONTRACTOR shall also comply with all Federal, State of California, and local conflict of interest
10 laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this
11 Agreement and any officer, agent, or employee of COUNTY.

12 **14. CHARITABLE CHOICE**

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

26 **15. PROHIBITION ON PUBLICITY**

27 None of the funds, materials, property or services provided directly or indirectly under
28 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e.,

1 purchasing of tickets / tables, silent auction donations, etc.) for the purpose of self-promotion.

2 **16. DATA SECURITY**

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

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

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

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

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

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

27 F. Confidential client information transmitted to one party by the other by means of electronic
28 transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher.

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

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

6 H. In the event of a breach of security related to COUNTY's confidential client information
7 provided to CONTRACTOR, COUNTY will manage the response to the incident, however, CONTRACTOR
8 will be responsible to issue any notification to affected individuals as required by law or as deemed necessary
9 by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of
10 providing the required notification. When no longer needed, all Medi-Cal Personally Identifiable Information,
11 as defined in the Medi-Cal Data Privacy and Security Agreement between the California DHCS and the County
12 of Fresno, (hereinafter referred to as "the Medi-Cal Data Agreement"), whether stored in print or electronic
13 format, must be destroyed or disposed of through confidential means, as described in the Medi-Cal Data
14 Agreement. The current Medi-Cal Data Agreement is available upon request or can be viewed at:
15 <http://www.FresnoCountyCA.gov/MediCalPrivacy/>.

16 I. The requirements in this Data Security provision shall apply to CONTRACTOR's
17 subcontractors, if any.

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

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

22 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
23 transactions that they are a party to while CONTRACTOR is providing goods or performing services
24 under this Agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR
25 is a party and in which one or more of its directors has a material financial interest. Members of the
26 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing
27 and signing a *Self-Dealing Transaction Disclosure Form*, attached hereto as Exhibit C, "Self-Dealing
28 Transaction Disclosure Form", and by this reference incorporated herein, and submitting it to

COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

18. AUDITS AND INSPECTIONS

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

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

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

19. NOTICES

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

COUNTY

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

CONTRACTOR

EZappt, LLC.
Lynn Sweet, CEO
12020 S Warner Elliot Loop
Phoenix, AZ 85044

1 **20. CHANGE OF LEADERSHIP / MANAGEMENT**

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

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

13 **21. GOVERNING LAW**

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

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

18 **22. ENTIRE AGREEMENT**

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

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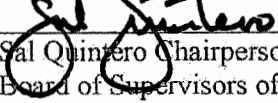
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 ATTEST:

4 CONTRACTOR:
5 EZappt. LLC

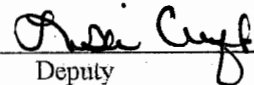
COUNTY OF FRESNO

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

By 
Sal Quintero Chairperson 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: 
15 Deputy

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

22 FOR ACCOUNTING USE ONLY:

23 Organization: 56108550
24 Account/Program: 7295
25 Requisition No.: XXXXXXXXXX
26
27
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 7, 2018 – June 30, 2020
July 1, 2020 – June 30, 2021
July 1, 2021 – June 30, 2022
July 1, 2022 – June 30, 2023

CONTRACT AMOUNT: \$170,000.00

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 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 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

Software Extended Support	Quantity	Unit Cost	TOTAL
August 2018 thru June 2019 (Billed Hourly)	339	100	33,900.00
July 2019 thru June 2020 (Billed Hourly)	135	100	13,500.00
July 2020 thru June 2021 (Billed Hourly)	131	100	13,100.00
July 2021 thru June 2022 (Billed Hourly)	127	100	12,700.00
July 2022 thru June 2023 (Billed Hourly)	123	100	12,300.00

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).

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