

**FIRST AMENDMENT  
TO THE AGREEMENT WITH  
SYNTELLECT, INC.**

THIS FIRST AMENDMENT TO AN AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the COUNTY OF SAN MATEO, hereinafter called "County", and Syntellect, Inc., hereinafter called "Contractor."

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on January 7, 2004, in the amount of \$211,000 for the term of January 6, 2004 to April 6, 2005, to provide for implementation of an Interactive Voice Response (IVR) System that can be used with Meridian PBX, Automated Call Distributing (ACD), a Meridian Symposium Server and Computer Telephony Integration (CTI) technologies necessary for support of call center operations; and

WHEREAS, the parties now wish to amend this Agreement, to increase the amount by \$17,840, for a total obligation of \$228,840, and extend the term to June 30, 2005 to provide for Syntellect, Inc. to add a custom survey application to the Vista IVR that will be used for only those callers who have interactions with a Customer Service Representative; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **Exhibits and Attachments** The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A - Statement of Work

**Exhibit A1 – Additional Statement of Work – New Material**

Exhibit B - Payments and Rates

**Exhibit B1 – Payments and Rates – New Material**

Exhibit C – Equal Benefits Compliance Declaration Form

Attachment I – Vista Product Information

2. **1. Services to be Performed by Contractor** is amended to read as follows:

"In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A and A1 attached hereto for the COUNTY OF SAN MATEO Human Services Agency. Contractor shall add a custom survey application to the Vista Interactive Voice Response (IVR) that will be used for only those callers who have interaction with a Customer Service Representative. Prior to the call being transferred to a Representative, the caller will be asked, via the IVR, if they would like to participate in a survey after completing their call. If the caller chooses to participate, the call will be transferred to a specific Voice Dn (VDN). To support the new application, the VDN must use the currently configured IVR ports (47), which will be reduced by the number needed to handle this new application. After their call is complete, the Customer Services Representative (CSR) will transfer the caller back to the IVR to take the survey. The survey application will prompt the caller for record ID

information related to their call. Five to ten questions will be presented to the caller with instructions to press or say digit information for data collection. A custom report will be written that will return data for each individual survey results.”

3. **3. Payments** is amended to read as follows:

“In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits A and **A1**. County shall make payment to Contractor in the manner specified herein and in Exhibits B and **B1**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **Two Hundred Twenty Eight Thousand Eight Hundred and Forty Dollars, \$228,840**.

4. **4. Term and Termination**, the first paragraph is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 6, 2004 through **June 30, 2005**.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of January 7, 2004 shall be amended as set forth herein.
2. This First Amendment is hereby incorporated and made a part of the original Agreement and is subject to all provisions therein.
3. All provisions of the original Agreement and the First Amendment shall be binding to all parties hereto.
4. All other terms and conditions of the agreement dated January 7, 2004, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Richard Gordon, President  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Dated: \_\_\_\_\_

Date: \_\_\_\_\_

SYNTELLECT, INC.

\_\_\_\_\_  
Name, Title - Print

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



M. A. C. Quote No.: 285607

PROJECT INFORMATION		
<b>Company Name:</b> County of San Mateo	<b>Attention:</b> John Jones	
<b>Address:</b> 400 Harbor Boulevard, Building G		
<b>City:</b> Belmont	<b>State:</b> CA	<b>Zip:</b> 94002
<b>Telephone:</b> 650.802.5062	<b>Email Address:</b> jjones@co.sanmateo.ca.us	
<b>Prepared by:</b> Scott Washington / Erin Bice	<b>Date Prepared:</b> January 4, 2005	<b>Cost:</b> \$17,840

Syntellect MAC Quote Terms and Conditions

This quote is valid for sixty (60) days. If your company policy requires a purchase order, please provide the purchase order number with the signed quote.

*This estimate is based on information provided by the Customer at the time of this quotation. In all cases, quotes are based upon time and material estimates and are subject to change if project scope, Customer resources, schedule or any other relevant factors change beyond the scope of those originally communicated. Syntellect will not be liable for any failure or delay caused by events beyond its control. It is the responsibility of the Customer to provide a stable and prepared environment for the project by the project start date.*

*Cancellation and Reschedule fees may apply if Customer cancels/reschedules 48 hours or less prior to start of project or start of a scheduled onsite visit if applicable. The following may be billed to Customer:*

- Any airline ticket, hotel, car rental cancellation/rescheduling fees charged to Syntellect.
- Actual cost of services performed on the effort through the date of cancellation (System Configuration, Project Coordination, Shipping Charges, Development, etc) will be charged at customer billable rate.

Any verbiage **changes** after the voice has been recorded will be an additional fee.

Work performed after hours will be charged at 1.5 times the contract rate and must be scheduled in advance to ensure a resource is available after hours on the customer requested date.

Acceptance of the work is upon Delivery. Delivery is shipment for products and electronic transmission, installation or performance of the services. Syntellect M.A.C. Department will warranty the work for the project for up to five (5) business days from the date of delivery unless otherwise specified or agreed upon. Payment of invoices is due within thirty, (30) days from date of invoice. This quote does not include any applicable taxes, shipping and/or handling costs.

Scope Of Work Requested By Customer

**Add a custom survey application to the Vista IVR that will be used for only those callers who have interaction with a Customer Service Representative. Prior to the call being transferred to a Representative, the caller will be asked if they would like to participate in a survey after completing their call. If the caller chooses to participate, the call will be transferred to a specific VDN. After their call is complete, the CSR will transfer the caller back to the IVR to take the survey. The survey application will prompt the caller for record ID information related to their call. Five to ten questions will be presented to the caller with instructions to press or say digit information for data collection. A custom report will be written that will return data for each individual survey results.**

**Pricing Information:**

- Specification Update, 1 day: \$1,500**
- Application Development, 2 days: \$3,000**
- Custom Report Development, 1 day: \$1,500**
- Application Testing, 1 day: \$1,500**
- Voice Services English and Spanish, 1 hour: \$800**
- MAC Project Coordination: \$1,245**
- Product Taxes: \$7,553 (this includes taxes on the original amount of \$211,000)**

**Annual Maintenance Increase: \$742**

Customer's signature below indicates authorization for payment and acceptance of the Syntellect MAC Quote Terms and Conditions and Scope Of Work Requested By Customer herein.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**EXHIBIT B1**  
**PAYMENTS AND RATES**

**FIRST AMENDMENT TO SYNTELLECT, INC. AGREEMENT**

In consideration of the services provided by Contractor in **Exhibit A1**, County shall make payment to the Contractor as follows:

Upon completion of the work specified in the First Amendment and **Exhibit A1** payment of \$17,840 will be made in a lump sum by submittal of an invoice and approval by the Director of the Human Services Agency or her designee.

In no event shall the total Agreement amount exceed \$228,840.