

**AMENDMENT No. 1 TO AGREEMENT
COUNTY OF MONTEREY AND QLIQSOFT, INC.**

THIS AMENDMENT is made to the Agreement for Qliq Secure texting service subscription, by and between **QliqSOFT, Inc.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to include Qliq Video Visit and Qliq Assisted Calling subscription, increase the total maximum amount of the AGREEMENT to compensate the CONTRACTOR for the additional subscription services, and replace EXHIBIT A: QliqSOFT Secure Texting Subscription.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

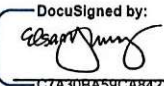
1. Paragraph 2, under Section 2.1 “Provision of Service.” shall be removed and replaced with, *“QliqSOFT shall make the service available to Customer pursuant to the terms and conditions set forth in this Agreement as specified in Exhibit A-1 hereto. During the term of this Agreement, the Service shall perform materially in accordance with Exhibit A-1 hereto.”*
2. Paragraph 4, under Section 4.1 “User Fees.” shall be removed and replaced with, *“Customer shall pay all fees specified in Exhibit A-1 hereto. Subscription fees are based on the number of users in the Customer’s group, not the extent of actual usage. Except as otherwise provided, fees are non-refundable, and the number of subscriptions purchased cannot be decreased after the beginning of each subscription term stated in Exhibit A-1, except in accordance with the terms of cancellation provided in this Agreement. The subscription charges at the beginning of each quarter will be based upon the then current number of users.”*
3. Paragraph 4, under Section 4.2 “Invoicing and Payment..” shall be removed and replaced with, *“Fees for the Service will be invoiced in advance and otherwise in accordance with the terms set forth in Exhibit A-1.”*
4. EXHIBIT A-1: QliqSOFT Subscription Services replaces EXHIBITS A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
5. This Amendment is effective April 1, 2020.
6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
7. A copy of the AMENDMENT shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1
as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Manager

Date: _____

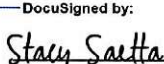
DocuSigned by:
By:  _____
C7A30FA59CAB423...
Department Head (if applicable)

Date: 7/7/2020 | 3:05 PM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

DocuSigned by:
By:  _____ Deputy
COECE1B99F444A9... County Counsel

Date: 6/9/2020 | 3:51 PM PDT

Approved as to Fiscal Provisions²

DocuSigned by:
By:  _____ Assistant Auditor-Controller
811C333563B9474... Auditor/Controller

Date: 6/15/2020 | 10:36 AM PDT

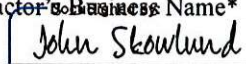
Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

QliqSOFT, Inc.

Contractor's Business Name*
By:  _____
(Signature of Chair, President, or Vice-President)*

John Skowlund, Vice President

Name and Title

Date: 4/7/2020

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Section XI or XII of Agreement

Exhibit A-1

QliqSOFT Subscription Services

Customer agrees to the subscription and QliqSOFT agrees to provide one (1) private group of the Qliq Secure Texting, Video Visit, and Qliq Assisted Calling service.

The subscription period will begin on "Launch Date" of **April 1, 2019** and will continue **quarterly**. For a period of three (3) years. To discontinue the Subscription, Customer must simply notify QliqSOFT in writing 30 days in advance of the last day of the billing cycle the Customer desires to end the Services.

Subscription Fees: Customer agrees to pay subscription fees in accordance to the fee schedule and payment terms below. Subscription fee is based upon number of users in group on billing date.

Qliq Secure Texting Subscription Fees

Users	Price
50-500	\$6/user/month
501-1000	\$5/user/month
1000+	\$4/user/month

Qliq Video Visit Service and Subscription Fees

Quantity	Price
5 users	\$20/agent/month
Includes basic tailoring and setup of Video Visit Widget. Includes Admin training and support. Additional users may be added as needed.	

Qliq Assisted Calling

Price
\$500/group/year

Training Services exclude any patient user training, integration services, natural language processing engineering services and custom function development. Excludes custom scripted Chatbot.

Training with the group administrator(s) are accomplished by web conference without difficulty. Optionally, QliqSOFT's professional services consultant is available for on-site professional services. The cost of on-site training and consulting is \$1,500 per day plus related travel expenses.

Payment Terms

Payment due on first date of each service term. Service will be invoiced **Quarterly**.

Primary Contact

Name: Sarah House

Title: Dept. IS Manager

Email: housed@co.monterey.ca.us

Phone: 831-755-4531

Billing Contact

Name: Joe Ripley

Title: Finance Manager

Email: ripleyjl@co.monterey.ca.us

Phone: 831-796-1250



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to approve Consent Calendar Item Numbers 8 through 34 excluding Item No. 34.1 to:

Agreement No.: A-14293, Amendment No. 1

- a. Approve and authorize the Director of Health or the Assistant Director of Health to sign Amendment No. 1 to the QliqSOFT, Inc. Agreement A-14293 for Texting, Qliq Assisted Calling, and Qliq Video Visit subscription providing a secure Health Insurance Portability and Accountability Act (HIPAA) compliant unified solution as needed in the amount not to exceed \$132,504 for Fiscal Year (FY) 2018-19 through (FY) 2020-21; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to approve up to two (2) amendments not to exceed ten percent (10%) of the Amended Agreement or \$13,250 and will not significantly alter the scope of the subscription service.

PASSED AND ADOPTED on this 30th day of June 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez and Parker

NOES: None

ABSENT: Supervisor Adams (excused)
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 30, 2020.

Dated: July 2, 2020
File ID: A 20-228
Agenda Item No.: 16

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy