



RESOLUTION No. 19-395

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A CONTRACT BETWEEN THE COUNTY OF NEVADA AND QLESS FOR VIRTUAL QUEUING SERVICES IN THE MAXIMUM AMOUNT NOT TO EXCEED \$36,450 FOR A TERM OF JULY 1, 2019 THROUGH JUNE 30, 2022

WHEREAS, the County entered into a purchasing contract with QLess in the amount of \$9,500 for a contract term from December 15, 2015 through December 31, 2018 to provide virtual queuing services for the Health and Human Services Agency; and

WHEREAS, the Health and Human Services Agency desires to continue with the virtual queuing services; and

WHEREAS, the Community Development Agency experienced an increase in customer traffic and after consideration began using the queuing services in Fiscal Year 2018/2019; and

WHEREAS, Purchasing has recommend combining these contracts to maximize value and minimize contract management for a maximum amount not to exceed \$36,450; and

WHEREAS, there is sufficient budget available in the Fiscal Year 2019/20 Community Development Agency Administration budget and Health and Human Services Agency budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute the contract between the County of Nevada and QLess in the maximum contract amount not to exceed \$36,450, beginning July 1, 2019 through June 30, 2022.

Funding:

Health and Human Services Agency

1589-50101-491-1000/521520

Community Development Agency Administration

1123-20707-321-1000/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of July, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

7/9/2019 cc: Purchasing*
AC* (Hold)

8/30/2019 cc: Purchasing*
AC* (Release)
QLess

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

QLESS

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Virtual Queuing Services**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$36,450
(§3) **Contract Beginning Date:** 7/1/19 **Contract Termination Date:** 6/30/22
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(\$1,000,000) Business Rated	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(\$1,000,000) Commercial Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(§8)	Worker's Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§9)	Errors and Omissions (\$1,000,000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

N/A

NOTICE & IDENTIFICATION

(§26)	Contractor: QLess 150 S. Los Robles Ave. Pasadena, CA 91101	County of Nevada: Health & Human Services Agency 950 Maidu Ave. Nevada City, CA 95959	County of Nevada Community Development Agency 950 Maidu Ave. Nevada City, CA 95959
	Contact Person: Lisa Wilt	Contact Person: Sara Connor	Contact Person: CDA Fiscal
	(303) 917-4075	(530) 265-7195	(530) 470-2799
	e-mail: lisa.wilt@qless.com	e-mail: Sara.Connor@co.nevada.ca.us	e-mail: cda.fiscal@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

EDD: Independent Contractor Worksheet Required:

☐ Yes ☒ No

HIPAA: Schedule of Required Provisions (Exhibit D):

☐ Yes ☒ No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<input type="checkbox"/>	<input type="checkbox"/>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage

determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.



Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Name:

Title:


Dated:


SIMON HEYRICK

CFO

8/15/19

COUNTY OF NEVADA:


Honorable Richard Anderson
Chair, Board of Supervisors

Dated:

8/27/2019

Attest:



Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"
SCHEDULE OF SERVICES
QLESS, Inc.

QLess, Inc., hereinafter referred to as "Contractor", shall provide Virtual Queuing software, a web-based lobby management system "service" for various Departments in Nevada County, hereinafter referred to as "County".

1.0 Service Locations

1. Eric Rood Administration Center - Health & Human Services Agency
2. Brighton Greens - Health & Human Services Agency
3. Eric Rood Administration Center - Community Development Agency

2.0 Scope of Services

The Contractor shall provide the following services:

- **Government – Interactive/Remote Mobile Queueing Package at three sites**
 - Virtual queueing (printed tickets optional)
 - Analytics/Reporting Kiosk, Monitor, QManager Software Components Support
 - Command Center (includes configuration tool for managers)
 - Two-way SMS Text Notifications
 - Customers can ask for more time, ask for updates, and leave the queue
 - Remote Kiosk (links to your website so customers can get in line from home/work)
 - iOS & Android Apps
 - Concierge App for iPad (used by Greeter or Managers)
 - Access to API's
 - Flex-Appointments
 - Dashboard
- **Additional Language**

Kiosk display of information in both English and Spanish
- **Support & Maintenance – Basic at three sites**
 - Access to Knowledge Base
 - Phone (877)753-7776 and Email support@qless.com

3.0 County Data

County shall input data into the QLess system. Contractor shall maintain data in a secure and confidential environment. The County at all times shall have access to its data in a downloadable format, including but not limited to Excel reports.

4.0 Contractor's responsibilities

Contractor agrees to provide:

- QLess software including all maintenance and upgrades to the most current version available
- Custom design, configuration and training to County staff using this system.
- Services and support as described in the QLess Service Level Agreement (SLA) presented as Attachment "A"
- Ongoing technical support and unlimited training to new staff and/or those that simply need a refresher course on the system through a virtual classroom at no additional cost.
- Ongoing reporting and analytics offered by the QLess reporting system including but not limited to the following reports:
 - Service Wait
 - Outcomes (by Date or By Service Wait)
 - Return Customers
 - Service Transactions (By Employee or By Queue)
 - Delays
 - Queue Length
 - Service Duration (By Employee or By Queue)

5.0 County's responsibilities

County agrees to provide:

- To allow QLess to promote that they are a customer of QLess
- Electricity, Internet access, a computer and a QLess-supported browser at each point of service

6.0 License Agreement

Contractor uses the "Software as a Service" (SaaS) model in which it uses its platform (QLess consisting of hardware and software) to provide a service to the customer via the Internet. A software license agreement is not required because the County does not have access to the Contractor's software. The County does, however, have a non-exclusive, non-transferable license to use the software for the duration of this Agreement.

7.0 Service Level Agreement

- 7.1 Contractor will maintain a website accessible by County, which contains information concerning the Software and Support Services.
- 7.2 Contractor will respond to County requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, County may describe and submit notice of the support need by telephone, facsimile or electronic mail.
- 7.3 All Contractor staff assigned to provide services to County will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.

- 7.4 Contractor will allow for minimum three (3) staff persons per Department to utilize telephone support including but not limited to, (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Contractor shall provide a toll-free maintenance telephone number. Remote diagnostics equipment is required at County's location for remote support, which equipment is to be obtained by County at its sole expense.

Contractor shall provide County with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding County-recognized holidays.

- 7.5 Response Policy. Contractor shall respond to any Errors reported by County based on the priority code assigned to each such Error. County shall identify the priority code when it initially reports the Error to Contractor. Contractor may, in its reasonable discretion, re-classify the Error after its initial investigation. In the event Contractor does not meet the service level response for the Error as described in the table below, the County may request to escalate the Error to a higher priority code, which request the Contractor shall not unreasonably deny.

Severity Levels

Any hardware issue shall be deemed Severity 1 or Severity 2.

- Severity 1: An emergency condition causing *Merchant* to be completely unable to operate QLess or effectively serve their customers.
Example: the Entire site is down
- Severity 2: Any condition which makes the use of QLess difficult and which *Merchant* cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort. A severe business impact.
Examples:
 - One or more queues non-functional
 - SMS not working properly
 - Multiple Kiosks and monitors down
- Severity 3: This is the default priority for most Support issues. Moderate business impact.
Examples:
 - Intermittent issues with queues, SMS, or devices
 - Forecasts are too high or too low and exceed a 30% error or more inaccuracy
 - Chronic problems where a temporary workaround is possible such as reverting to a previous version or limiting user access
- Severity 4: A problem that can be easily circumvented or has little to no impact on the regular operation of QLess. Any open Support issue waiting on a response from *the Merchant* for 1+ months but left open will be assigned this priority.
Examples:
 - Configuration changes with no due date
 - Requests for additional services or features

7.6 Remedies

In the event Contractor fails to meet the service level standards described herein, County may, without penalty, withhold payment for maintenance and support fees until said standards are met.

8.0 Term and Termination

8.1 The Term of this Agreement shall commence upon execution by both parties (hereinafter the "Effective Date") and shall continue until term expiration as defined in (§3) section 3 page 1 unless terminated earlier in accordance with this section.

8.2 Termination by County

- a. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations hereunder. Upon receipt of such notice, Contractor shall immediately discontinue all services affected (unless the notice directs that the Disentanglement provision herein shall be invoked), and shall deliver to County all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process.
- b. For Convenience: County may, by written notice stating the extent and effective date, terminate this Agreement in whole or in part at any time. Upon receipt of such notice, Contractor shall promptly cease work and notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.
- c. For Cause: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the County may elect to immediately suspend payments or terminate the contract, or both, without notice.

8.3 Termination by Contractor

- a. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Schedule E, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- b. For Cause: Should County default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

8.4 Disentanglement

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as

set forth in this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

8.5 Return, Transfer and Removal of Data and other Assets

- a. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- b. Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted or delivered to County or County's designee.

8.6 Source Code Escrow. Within 30 days following Final Acceptance by the County, Contractor shall add the County to the list of customers that are reflected on its multi-party escrow agreement. Contractor, on behalf of its customers, has entered into an escrow agreement, and deposited its source code for the Software and relevant explanatory documentation. Such deposit shall be updated from time to time by Contractor such that what is on deposit with the Escrow Agent reflects Enhancements, Customizations and other modifications to the Software licensed to the County. Should certain events reflected in the escrow agreement occur, then the County may demand the release, and upon such demand receive the source code and accompanying documentation from the Escrow Agent. In the event the source code is released to the County, the County shall have the right to use the source code to provide technical improvements and enhancements to the Software, but shall not have the right to sell, assign or transfer the right to use the Software to another party. Contractor's obligations and the County's rights under the escrow arrangement shall cease to exist upon termination or expiration of this Agreement.

8.7 Renegotiation Option: In view of the fact that it is unknown how long the products and services will be employed by County and that County will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the contract including any extensions and renewals, County and Contractor may renegotiate the contract upon mutual agreement of the parties.

- 8.8 Effect of Termination: Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the software licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. The termination of this Agreement shall not affect the County's rights to the Software pursuant to Schedule B (License Agreement) provided that County has paid all Software license fees set forth in the Schedule E and County is not in breach of any provision of this Agreement or the Schedules. If County terminates this Agreement prior to the payment of all Software license fees, or if County is in breach of this Agreement, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11 of this Schedule A, shall survive termination of this Agreement.

9.0 Informal Dispute Resolution

If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENT
QLESS, INC.

The County agrees to reimburse the Contractor for satisfactory performance of services as described in Exhibit "A" a maximum not to exceed \$36,450 for the contract term of July 1, 2019 through June 30, 2022. The maximum payable under this agreement shall not exceed \$7,350 from July 1, 2019 through June 30, 2020, \$14,550 from July 1, 2020 through June 30, 2021, and \$14,550 from July 1, 2021 through June 30, 2022.

Services will be charged per the following fee schedule:

Master Services Payment Schedule		
	HHSA	CDA
Year 1 (July 1, 2019 ~ June 30, 2020)	7,350	N/A
Year 2 (July 1, 2020 ~ June 30, 2021)	7,350	7,200
Year 3 (July 1, 2021 ~ June 30, 2022)	7,350	7,200

The contract will be renegotiated three months prior to expiration of the term end date as defined in [§3](#) unless canceled in writing at least 90 days in advance of the end of the then-current term.

BILLING AND PAYMENT:

Contractor must bill each Department separately. Contractor shall submit an annual invoice to County. Each invoice shall include:

- Billing period covered (Dates/Months services were rendered)
- Location and Department of the sites using QLess during the billing period
- Contract number

Contractor agrees to be responsible for the validity of all invoices.

Invoices shall be submitted to:

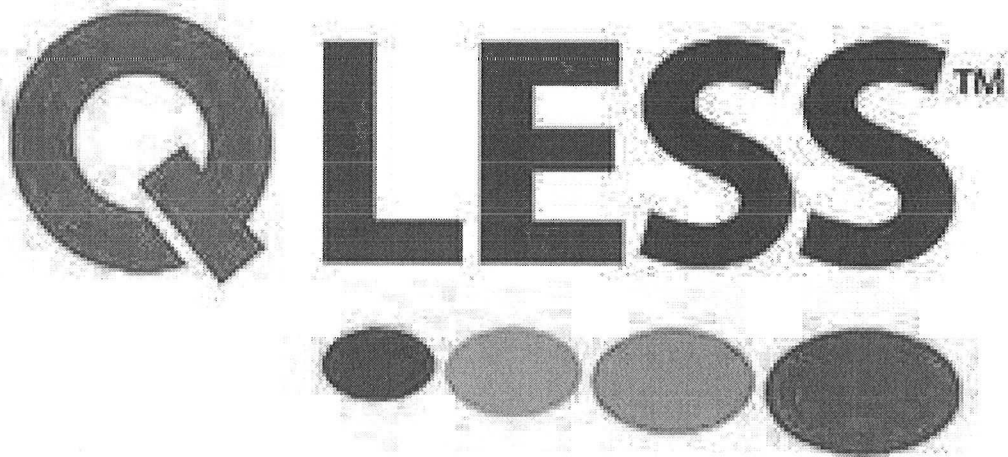
County of Nevada: Health & Human Services Agency 950 Maidu Ave. Nevada City, CA 95959 Contact Person: Sara Connor (530) 265-7195 e-mail: Sara.Connor@co.nevada.ca.us	County of Nevada Community Development Agency 950 Maidu Ave. Nevada City, CA 95959 Contact Person: CDA Fiscal (530) 470-2799 e-mail: cda.fiscal@co.nevada.ca.us
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County shall review invoices within fifteen (15) business days and notify the Contractor if an individual cost is in question. County has the option of delaying the entire claim pending resolution of any questioned cost. Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

Payments will be made in accordance with County processes once an invoice has been approved by the department.

ATTACHMENT A

QLess Service Level Agreement (SLA)



Support

QLess Support

QLess has an experienced, dedicated support team to support our Merchants. This support team is comprised of Support Engineers, Escalation Engineers, and a Support Manager. This support team has:

- More than 50 years of technical support experience
- More than 20 years of escalation engineering experience
- Decreased backlog by 65% within the last 6 months

The team is managed by our Support Manager, Pilar Ransome, who is a direct report to Nicolas Martinez who is the Head of Engineering. Pilar and the QLess support team, have an amazing track record, closing out each month with a near 95% completion of newly created support tickets.

Pilar Ransome – Support Manager

With over 10 years of Support Management on an Enterprise level, Pilar comes from an outstanding track record of delivering top-level support and is constantly working on new and improved ways to engage our merchants to ensure the highest level of customer satisfaction. Her experience includes leading teams from The Pentagon, US Census Bureau, The CDC and the Georgia Department of Economic Development.

QLess Support Ticketing Process

Ticket Handling Process (see process diagram)

- A Support Ticket can be filed via email, phone or online
- The Support Ticket is triaged, you will receive a confirmation of receipt.
 - If possible, the ticket is resolved by a Support Engineer
 - If the support ticket requires further investigation, the support ticket is escalated
 - At this point, the merchant will be notified and if additional information is required, it will be gathered at that time.

The specific timeline on the expected completion of the support ticket depends on the specific request. See below for timing.

Support Ticket Bug or Defect

In the event, the support ticket results in identifying a potential defect or bug, or if the request requires additional analysis, the support ticket will be further escalated to the Escalation Team.

Once the support ticket is escalated to the Escalation Team, the Merchant is notified again

- Once the Escalation Engineers investigate the support ticket, depending on what is found they will either:
 - Resolve the issue, and explain all findings
 - If a defect of some sort is found, a Development ticket (DEV), will be created and Merchant will be notified.

Development Tickets (DEV)

Note, if the support ticket is converted into a DEV ticket, it will be placed into our Sprint Planning process. These are two-week development efforts. Estimates of the engineer-hours determine how

many items are included in the sprint. All needed DEV tickets are prioritized based on impact and severity. Occasionally tickets will not be completed or take more than one sprint to complete. It will also need to go through our QA process.

Severity Levels

Any hardware issue shall be deemed Severity 1 or Severity 2.

- Severity 1: An emergency condition causing *Merchant* to be completely unable to operate QLess or effectively serve their customers.
 - Example: the Entire site is down
- Severity 2: Any condition which makes the use of QLess difficult and which *Merchant* cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort. A severe business impact.
 - Examples:
 - One or more queues non-functional
 - SMS not working properly
 - Multiple Kiosks and monitors down
- Severity 3: This is the default priority for most Support issues. Moderate business impact.
 - Examples:
 - Intermittent issues with queues, SMS, or devices
 - Forecasts are too high or too low and exceed a 30% error or more inaccuracy
 - Chronic problems where a temporary workaround is possible such as reverting to a previous version or limiting user access
- Severity 4: A problem that can be easily circumvented or has little to no impact on the regular operation of QLess. Any open Support issue waiting on a response from *the Merchant* for 1+ months but left open will be assigned this priority.
 - Examples:
 - Configuration changes with no due date
 - Requests for additional services or features

Insert transition sentence....

Response Time - the amount of time, in which QLess responds via phone or email, acknowledging receipt of *the Merchant's* support ticket. Reports via phone call for all severity levels will be acknowledged immediately. Business hours include all operational hours, including Saturday through Noon EST. QLess agrees to provide a workaround for the problem if possible during the response time. For purposes of this document, "Workaround" will be defined as a temporary resolution for the reported problem.

Target Resolution Time - the amount of time, from the time reported in which QLess will provide a resolution. For purposes of this document, "Resolution" will be defined as a permanent resolution for the reported problem. Business hours include all operational hours, including Saturday through noon EST. Acknowledgment of an issue occurs when a phone call is received by QLess Staff. If emailed, *the Merchant* will receive an email from QLess confirming receipt, with a ticket number in the email.

QLess Support Levels

The below chart shows the wait time for Target Resolution Time.

Support Level	Severity 1 Urgent	Severity 2 High	Severity 4 Normal	Severity 4/ Low
Standard/Basic	60 hrs	960 hrs	1,440 hrs	2,160 hrs
Premium	24 hrs	72 hrs	120 hrs	720 hrs

Standard/Basic Support -

- Included in your QLess subscription at no additional charge
- Access to the Knowledge Base
- Online, Phone with Zendesk Talk and Email Support

Premium Support -

- 20% of your annual subscription cost, subject to minimums
- Access to the Knowledge Base
- SLA with faster resolution time
- Online, Phone with Zendesk Talk and Email Support

How do I contact Support?

QLess offers a variety of ways to file a support ticket. The request can be filed either online, phone, email or chat.

Online:

- Visit our support ticket portal at <https://qlless.zendesk.com> portal and log in. If you do not remember your password, please click "forgot password" and you will get a link to reset
- If you would like multiple people to see the support tickets, you can create a distribution list and add it as a user to your configuration or request to add additional users to your ticket when filed.

Phone:

- US: 877-QLESS-SOS (877-753-7776), now using Zendesk talk which automatically transcribes and files a ticket so the response is even faster.

Email: support@qlless.com

Chat: coming or TBD

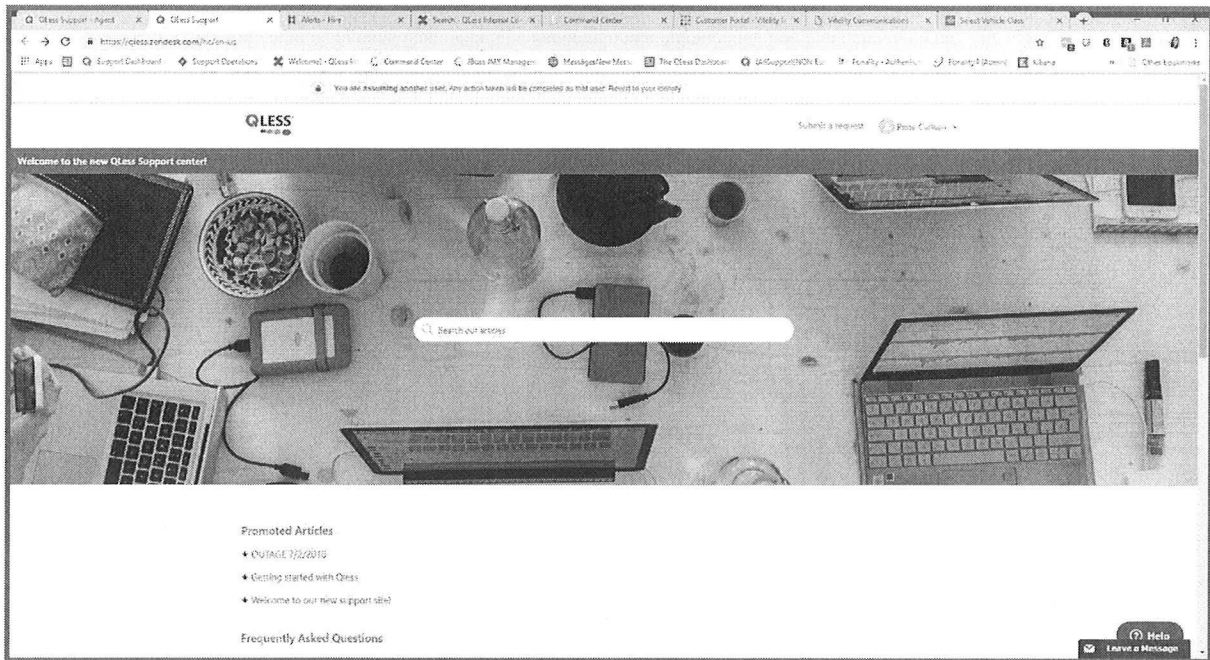
QLess Support Hours

Monday – Friday 2 AM PST to 6 pm PST

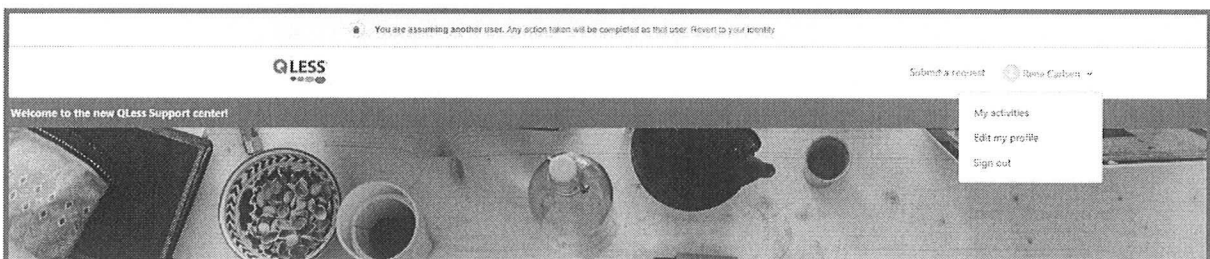
After hours, support tickets can still be submitted, if mission-critical an on-call Support Engineer will respond.

Engineer	Current Schedule(Mon-Fri) (PST)	(EST)	Mountain	Central	Melbourne, Australia	Actual
SE-H	2am - 10am	5am- 1pm	3am-11am	4am-12pm		10am - 6pm
SE-M	7am-3pm	10am- 6pm	8am-4pm	9am-5pm		11am - 7pm
SE- J	7am- 3pm	10am- 6pm	8am-4pm	9am-5pm		8am-5pm
SE- A	9am- 5pm	12pm- 8pm	10am-6pm	11am-7pm		9am - 5pm

Appendix A- Steps to View all Support Tickets Submitted by Your Organization in Zendesk



From the main Screen, Click on Drop down next to your name



Select My Activities

