



County of Santa Cruz

0155

HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator

1000 Emeline Avenue, Santa Cruz, CA 95060

(831) 454-4130 or 454-4045 FAX: (831) 454-4642

August 31, 2001

AGENDA: September 18, 2001

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

APPROVAL OF CONTRACT WITH PANORAMIC SOFTWARE, INC. TO UPGRADE THE PUBLIC GUARDIAN PG-PRO SOFTWARE APPLICATION

Dear Members of the Board:

As you know, the Human Resources Agency (HRA) is responsible for administering Public Guardian Services. The Public Guardian provides conservatorship and representative payee services for adults with major mental illness and elder **persons** suffering from dementia and other cognitive impairments. The client management software application currently used by the Public Guardian is PG-Pro, a DOS based program by Panoramic Software, Inc. The purpose of this letter is to request that your Board approve a contract with Panoramic Software, Inc. to upgrade this software application.

PG-Pro allows the Public Guardian to track financial information, maintain case notes, produce management reports, and cut warrants. The current DOS version will not run on Windows 2000, nor is it possible to consolidate the **data** into the agency's Oracle **database** system. The agency's move to Windows 2000 and implementation of the Oracle database system makes it necessary for this application to be upgraded to a Windows based version.

A contract with Panoramic Software, Inc. in the amount of \$65,000 is proposed for the upgrade, including County-specific modifications and enhancements. Funds for this contract are included in the HRA budget for FY 01/02 in index 392100 with no additional cost to the County.

IT IS THEREFORE RECOMMENDED that your Board authorize the Human Resources Agency Administrator to execute a contract with Panoramic Software, Inc. in the amount of \$65,000 for the upgrade of the Public Guardian PG-Pro software application.

Very truly yours,

CECILIA ESPINOLA

Administrator

BOARD OF SUPERVISORS

Agenda: September 11, 2001

APPROVAL OF CONTRACT WITH PANORAMIC SOFTWARE, INC. TO UPGRADE THE PUBLIC GUARDIAN OFFICE SOFTWARE APPLICATION

Attachment:
Independent Contract Agreement

CE/GG

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

- CC: County Administrative Office
Auditor-Controller
HRA-Fiscal
HRA-MIS
Chief Public Guardian
Panoramic Software, Inc.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0157

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HUMAN RESOURCES AGENCY (Dept.)

[Signature] (Signature) 9/4/01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the SANTA CRUZ COUNTY HUMAN RESOURCE AGENCY (Agency)
and PANORAMIC SOFTWARE, INC. 100 LARKSPUR LANDING STE. 100 LARKSPUR, CA. 94939 (Name & Address)

2. The agreement will provide 1) COUNTY SPECIFIC FUNCTIONALITY OF NEW PG-PRO 32. 2) INSTALLATION OF SOFTWARE. 3) TRAINING TO STAFF AND 4) CONVERSION OF CURRENT PG-PRO BTRIEVE DATA TO ORACLE DATABASE SERVER.

3. The agreement is needed TO UPGRADE THE PUBLIC GUARDIAN PANORAMIC SOFTWARE FROM DOS VERSION TO WIN 32 VERSION.

4. Period of the agreement is from 9/18/01 to 6/30/02

5. Anticipated cost is \$ 65,000 (~~Fixed amount; Monthly rate; Not to exceed~~)

6. Remarks: W-9 ATTACHED, CONTACT: G. GOUDREAU X5044

7. Appropriations are budgeted in 392100 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are not available and will be encumbered. Contract No. 12590 Date 9/4/01

GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

W-9 ATTACHED

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HUMAN RESOURCE ADMINISTRATOR to execute the same on behalf of the SANTA CRUZ COUNTY HUMAN RESOURCE AGENCY (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 9/6/01

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldendrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz.
State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____
County Administrative Officer
By _____ Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 18th day of September, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and PANORAMIC SOFTWARE, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following:

A. Upgrade the COUNTY Public Guardian Office Panoramic Software from the current DOS version of PG-Pro to the most current Win32 version of PG-Pro, referenced hereafter as PG-Pro 32. CONTRACTOR will deliver said services in four parts which will include the following elements:

- 1) Part I: Produce a specification of the functionality of PG-Pro 32 in the context of the needs of the COUNTY; conduct personal interviews with COUNTY staff to document "gap" responses of users; and provide formal documentation which will identify the functionality needing to be developed, modified or enhanced in the current version of PG-Pro 32 to satisfy COUNTY requirements.
- 2) Part II: Provide a beta version of PG-Pro 32 that purports to satisfy the needs identified in Part I. The final step in this phase will be to install the final beta version on site at the COUNTY Public Guardian Office after acceptance by COUNTY.
- 3) Part III: Provide COUNTY Public Guardian staff up to eight hours of hands-on training on how the new system works; how it will affect office procedures in general; and how each person will use the system on a day-to-day basis; provide any fine-tuning of specific screens, reports or flow issues; and provide documentation of COUNTY-specific procedures; on-line Help customization; and customization of some Office Templates.
- 4) Part IV: Conversion of current PG-Pro DOS Btrieve data to the Oracle database server, verification of converted data, and switchover to live operation under the new system. CONTRACTOR will provide increased on-site support for a period of at least one to two months after going live.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR an amount not to exceed a total of \$65,000. CONTRACTOR will be reimbursed based on the submission of four separate invoices for the following:

Part I - an amount not to exceed \$10,000.

Part II - an amount not to exceed \$20,000.

Initial AWJ
Contractor/County

RECEIVED
PERSONNEL DEPT - 1
01 AUG 27 PM 2:46

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

Part III - an amount not to exceed \$12,000.

Part IV - an amount not to exceed \$23,000.

CONTRACTOR shall submit invoices for payment to:

Human Resources Agency
Attn: Ron Trenowski
1000 Emeline Avenue
Santa Cruz, CA 95060

- 3. TERM. The term of this contract shall be September 18,2001 through June 30,2002.
- 4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.
CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- 6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

Initial AW / _____
Contractor/County

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non_owed (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____
- 3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here AW / _____.

B. Other Insurance Provisions

- 1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
- 2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

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"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

- 3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Human Resources Agency
Attn: Ron Trenowski
1000 Emeline Avenue
Santa Cruz, CA 95060

- 4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
Attn: Ron Trenowski
1000 Emeline Avenue
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- 1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related

INDEPENDENT CONTRACTOR AGREEMENT

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and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.

- 2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.
 - 3) In the event of the CONTRACTORs non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 - 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or

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permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer–employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
12. ACKNOWLEDGEMENT. Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.


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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: 

By: _____

Typed Name: Panoramic Software, Inc.

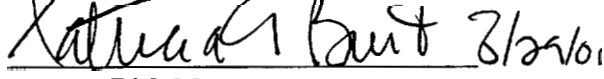
Address: 100 Larkspur Landing, Ste 100

Larkspur, CA 94939

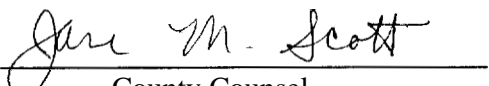
Telephone: (415)925-9935

Tax ID #: 68-0234770

2. APPROVED AS TO INSURANCE:

By: 
Risk Management

3. APPROVED AS TO FORM:

By: 
County Counsel

- DISTRIBUTION:
- County Administrative Office
 - General Services
 - Auditor-Controller
 - County Counsel
 - Risk Management**
 - Contractor

Initial 
Contractor/County

PRODUCER Minto & Wilkie Insurance PO Box 150990 San Rafael CA 94915-0990 Phone: 415-453-0610 Fax: 415-485-0528	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Panoramic Software 100 Larkspur Landing, Ste 100 Larkspur CA 94939	INSURERS AFFORDING COVERAGE 0165 INSURER A: Lumbermens Mutual Casualty Co. INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISRT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	7RD69359902	05/10/01	05/10/02	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	7RD69355903	05/10/01	05/10/02	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> HIRED AUTOS	7RD69355903	05/10/01	05/10/02		
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	7RD69355903	05/10/01	05/10/02		
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The certificate holder is additional insured per CG2010 attached. This insurance shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of contractor's insurance coverage and shall not contribute to it.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED INSURER LETTER: A	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
COUNTY - 5 County of Santa Cruz Human Resources Agency Attn: Ron Trenowski 1000 Emeline Avenue Santa Cruz CA 95060	

POLICY NUMBER 7RD69359903
Panoramic Software

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of the named insured performed under Agreement with the County of Santa Cruz.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (SECTION II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.