



County of Santa Cruz

0337

HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator

1000 Emeline Avenue, Santa Cruz, CA 95060
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

July 10, 2002

AGENDA: August 6, 2002

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA. 95060

APPROVAL OF MAINTENANCE CONTRACT WITH PANORAMIC SOFTWARE, INC.

Dear Members of the Board:


As you know, on September 18, 2001, your Board approved a contract with Panoramic Software, Inc. to upgrade PG-Pro, client management software currently used by the Public Guardian. The purpose of this letter is to request that your Board approve a contract with Panoramic Software, Inc. to continue the maintenance of the above-mentioned software and the software (Vet-Pro) used by Veteran's Services.

PG-ProNet-Pro allows the Public Guardian/Veteran's Services to track financial information, maintain case notes, produce management reports, and cut warrants. The maintenance services include ongoing support, diagnostics, software enhancements and new documentation releases.

A contract with Panoramic Software, Inc. not to exceed \$18,000 for PG-Pro and \$3,000 for Vet-Pro is proposed. Funds for this contract are included in the HRA budget for FY 02-03 in indexes 394000 and 393000 respectively 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 \$18,000 for PG-Pro and \$3,000 for Vet-Pro software maintenance.

Very truly yours,


CECILIA ESPINOLA
Administrator

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COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)

BY: [Signature] (Signature) 7/16/02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the Human Resources Agency (Department/Agency)
and Panoramic Software Inc. 100 Larkspur Landing ste. 100 Larkspur CA. 94939 (Name/Address)

2. The agreement will provide maintenance for PG-PRO & VET-PRO software

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 1,500/mo for PG-PRO/3,000 annual Fixed Monthly Rate Annual Rate Not to Exceed
for VET-PRO ~~not to exceed 18,000~~

Remarks: W-9 attached Contact: Maile Kinsella

5. Detail: On Continuing Agreements List for FY ____ - ____ . Page CC-____ Contract No: _____ OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 393000-VET-PRO (\$3,000) 3355 (Index) 3355 (Sub object)
(\$18,000)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 22830
By: [Signature]
Auditor-Controller Deputy Date: 7/24/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resources Agency Administrator (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date: 7/26/02 By: [Signature]
County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC10	\$	Amount	Index	Sub object	User Code
Auditor Description					

HRA SYSTEM RESPONSIBILITIES

HRA is responsible for performing the following duties relating to the successful operation of **PG-Pro/Vet-Pro**. PSI will provide assistance to HRA in performance of HRA System Responsibilities at an additional charge. PSI recommends that HRA appoint a System Administrator who will be responsible for HRA System Responsibilities.

- (a) **Software Backup:** Full system backups must be done on a periodic basis. Daily full system backups to a series of rotated tapes are recommended. A weekly or more frequent backup should be stored off site.
- (b) **System Operation:** System Operation is the general operation of HRA's hardware and all software including, but not limited to, system restarts, configuration and operation of system peripherals (such as printers, modems, and workstations), installation of new software releases, and other related activities.
- (c) **HRA Hardware Repair:** HRA is responsible for resolving all hardware problems, reinstalling repaired equipment, and all other actions necessary to complete the repair process.
- (d) **Service Contracts:** Service Contracts for HRA hardware and system software other than **PG-Pro/Vet-Pro** must be initiated and renewed by HRA.
- (e) **Current Versions:** HRA shall ensure that the version of **PG-Pro/Vet-Pro** in use is the most current version supported by PSI. In addition, HRA must ensure that the versions of all underlying computer operating systems, network operating systems, and database record managers are the versions recommended by PSI for use with the most current version of **PG-Pro/Vet-Pro**.

II. CHARGES FOR SERVICES

- (a) **General Maintenance Services:** \$ 1,500.00 per month, payable in the month of invoice for PG-Pro and \$3,000 for the contract year for Vet-Pro payable upon invoice.
- (b) **HRA Travel Costs:** All reasonable costs of HRA travel to PSI training classes, including but not limited to transportation, lodging, meals, and other travel expenses will be paid by HRA.

CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and PANORAMIC SOFTWARE, INC., 100 Larkspur Landing, Suite 100, Larkspur, Ca 94939, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Monthly software related support and maintenance for the PG-Pro system as stated in Attachment A – Duties and Compensation – Panoramic Systems, Inc

- 2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

General Maintenance Services for PG-Pro: \$1,500 per month, payable in the month upon receipt of invoice. The total contracted services not to exceed \$18,000.

Submit invoice for PG-Pro for payment to:

Human Resources Agency
Attn: HRA Fiscal – FC 17
P.O. Box 1320
Santa Cruz, CA 95061

General Maintenance Services for Vet-Pro: \$3,000 per year, payable upon receipt of invoice.

Submit invoice for Vet-Pro for payment to:

Human Resources Agency
Attn: HRA Fiscal – FC 13
P.O. Box 1320
Santa Cruz, CA 95061

- 3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.
- 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 CONTRACTORS 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 CONTRACTORS 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 CONTRACTORS 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 _____ / _____

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-owned (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 _____ / _____.

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:

"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:

Santa Cruz County
Human Resources Agency
P.O. Box 1320
Santa Cruz, Ca 95061
Attn: Maile K. Kinsella

- 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:

Santa Cruz County
Human Resources Agency
P.O. Box 1320
Santa Cruz, Ca 95061
Attn: Maile K. Kinsella

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), 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), 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 CONTRACTORs 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 Affirmative Action 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 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.

13. **ATTACHMENTS.** This Agreement includes the following attachments:

LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are **(1)** exempt under the Fair Labor Standards Act, **(2)** family members of the prior contractor, **(3)** employed by the prior contractor for less than six months, or **(4)** convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

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

1. CONTRACTOR

3. COUNTY OF SANTA CRUZ

By: Arthur R. Von Waldburg 6/3/02
Signed Date
: Arthur R. Von Waldburg
Printed

By: _____
Signed

Signed

Company Name: Panoramic Software, Inc.

Address: 100 Larkspur Landing, Suite 100

Larkspur, CA 94939

Telephone: 1-800-594-9186

Fax: 1-415-925-9949

E-Mail: artvw@panosoft.com

2. APPROVED AS TO INSURANCE:

4. APPROVED AS TO FORM:

By: Jarret McKinley 6-4-2002
Risk Management

By: Mario Costa 6-4-02
County Counsel

DISTRIBUTION: General Services Department
Auditor-Controller
Risk Management
Contractor

ATTACHMENT A

Duties and Compensation
Panoramic Systems, Inc

I. GENERAL MAINTENANCE SERVICES

Panoramic Systems Incorporated (PSI) will provide to Human Resources Agency (**HRA**) the following types of services on all week-days, Monday through Friday, from 8:30 to 4:30 Pacific Standard Time, excluding holidays:

- (a) **Telephone Support:** PSI staff will be available to answer questions by telephone concerning **PG-Pro/Vet-Pro** application software.
- (b) **Remote Dial-In Diagnostics:** PSI staff will be available for remote dial-in diagnostics with HRA. Remote Dial-In Diagnostics will include:
 - 1) actions necessary to restore proper **PG-Pro/Vet-Pro** software operation;
 - 2) actions attempting to diagnose system problems;
 - 3) correction of data file problems; and,
 - 4) **PG-Pro/Vet-Pro/Vet-Pro** software modifications and updates.
- (c) **Training Classes:** Software user training classes for **PG-Pro/Vet-Pro** will be offered from time to time by PSI. Training classes will be conducted at various locations to include **PSI's** corporate headquarters, at PG Association training conferences, and at **HRA** sites. The timing and location of such classes shall be at the discretion of PSI.
- (d) **Software Enhancements:** Updates to **PG-Pro/Vet-Pro** will be provided to fix application software errors and to improve ease of use and performance. Such updates may include changes necessary to meet federal, state, and county mandated requirements. All software enhancements will be provided at the discretion of PSI.
- (e) **Error Correction:** An error is defined as any aspect of the software performance, which does not conform substantially to the operation, specified in the user documentation. HRA identified errors will be corrected and brought into conformance with the user documentation.
- (f) **Software Releases:** Software Enhancements and Error Corrections will be made available to HRA in Software Releases. Software Releases will be made from time to time as considered necessary by PSI, via VPN.
- (g) **New Documentation Releases:** Documentation to accompany Software Enhancements will be provided when available.
- (h) **Technical Services Bulletins:** PSI will provide Technical Services Bulletins to HRA from time to time. Such bulletins may include information concerning PGPro/Vet-Pro usage, third party software, and other matters considered relevant to HRA by PSI. Technical Services Bulletins will be issued at the discretion of PSI.