

**AMENDMENT No. 2 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
PANORAMIC SOFTWARE, INC.**

AMENDMENT No. 2 to the AGREEMENT made by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and Panoramic Software, Inc., hereinafter referred to as “CONTRACTOR” with respect to the following.

WHEREAS, the COUNTY and CONTRACTOR entered into an AGREEMENT for the provision of web based software subscription, database hosting, technical support and maintenance for the PG-ProWeb solution that tracks information on behalf of Monterey County Health Department, Public Guardian clients conserved, for the term of July 1, 2020 through June 30, 2023, and for a total not to exceed \$169,500; and

WHEREAS, the COUNTY and CONTRACTOR entered AMENDMENT No. 1 to add \$169,500 and extend the term for an additional three (3) years, and replace Exhibit A.

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add \$17,500 for upgrades to maintain existing software and replace Exhibit A.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. **Section 2, “Payment Provisions”, shall be amended by removing**, “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$339,000”, **and replacing it with** “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$356,500”.
2. **Exhibit A, “Scope of Services/Payment Provisions”, shall be amended by removing** Exhibit A of this agreement **and replacing it with** “Exhibit A-2”. All references in AMENDMENT No. 2 to Exhibit A-2 shall be construed to refer to Exhibit A.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT executed by the County on May 12, 2020.

***** SIGNATURE PAGE TO FOLLOW *****

Panoramic Software, Inc.
Amendment No. 2
Term: 07/01/2020 – 06/30/2026
NTE: \$356,500

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR – **Panoramic Software, Inc.**

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Jeff von Waldburg **CEO**

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: **8/21/2023**

DocuSigned by:

Patricia Ruiz Patricia Ruiz

Deputy Auditor/Controller
Auditor Controller Analyst I

By: *Britt Brown*

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

Dated:
8/31/2023 | 11:09 AM PDT

Britt Brown **ACCOUNTANT**

Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: **8.21.23**

Dated: _____

Approved as to Form:

DocuSigned by:

Christi McDonald Christi McDonald

Deputy County Counsel
Deputy County Counsel

Dated: 8/31/2023 | 9:01 AM PDT

DocuSigned by:

Gisela Young

Director of Health

Dated: 10/20/2023 | 11:33 AM PDT

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

EXHIBIT A-2

**To Agreement by and between
County of Monterey, for services at Monterey County Health Department hereinafter
referred to as “COUNTY”**

AND

Panoramic Software, Inc., hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR will provide software subscription and hosting services for the PG-ProWeb solution, technical support/maintenance, application training as requested/approved by COUNTY, and professional services not covered under the recurring software subscription and technical support/maintenance costs.

A.1.1 Software Subscription Services

1. CONTRACTOR grants to COUNTY all access and use of PG-ProWeb by COUNTY authorized Users. There is not minimum or maximum number of users that will input data into the system. Subscription is a non-exclusive, royalty-free and non-transferable license for COUNTY’s business purposes.
2. CONTRACTOR shall under the terms and conditions of this AGREEMENT, provide software support, database access, and all other services described in this Agreement solely to COUNTY “authorized users”.
3. CONTRACTOR shall be responsible for all software upgrades and maintenance to ensure the application, database, and operating systems and all other functions representative of the infrastructure is at the latest supported version and application is configured to be compatible with the latest updates without impacting the COUNTY use of the solution.
4. Report Development as requested by COUNTY.
5. Data Extract/Data Dump: CONTRACTOR will upload a daily or weekly data replication to a secure sFTP site and provide COUNTY access to download the COUNTY data.
6. Technical support and configuration changes necessary when changes are needed for the banking, reporting, and uploads to the PC-ProWeb solution.
7. COUNTY Responsibility:
 - Ensuring that only authorized users access Software.

Panoramic Software, Inc.
Amendment No. 2
Term: 07/01/2020 – 06/30/2026
NTE: \$356,500

- Setting up new users that will input data into the system and the ongoing addition/deletion of new/existing users.
- All data entered in the system will be owned by the COUNTY.

A.1.2 Technical Support

1. CONTRACTOR shall provide technical support and maintenance as needed during the term of this AGREEMENT. Attached and incorporated as part of this AGREEMENT as EXHIBIT B – SERVICE LEVEL AGREEMENT AND ESCALATION PROCESS defines the support level provided under this Agreement by CONTRACTOR.

A.1.3 Training

CONTRACTOR will provide the following training options:

1. On site training: CONTRACTOR will provide training to COUNTY on an “as-requested” and “as-approved” basis by County in the amount of **\$1,200 per training session**. There will be no travel reimbursement allowed during this AGREEMENT.
2. Remote Web Based Training: CONTRACTOR will provide online web based training using a secure conference line provided by COUNTY included in the recurring software subscription costs. Remote training shall be coordinated for a date/time that is mutually agreeable by both parties.

A.1.3 Professional Services

For services not covered under the recurring costs for software subscription and technical support/maintenance, the rate will be \$170/Hour.

A. A.1.3 Hosting, Accessibility, Uptime, and Ownership of Intellectual Property

- a. CONTRACTOR agrees to host Software and database with web based access to County authorized users pursuant to this AGREEMENT.
- b. CONTRACTOR is responsible for any data loss or breaches that occur in CONTRACTOR hosted environment. COUNTY is responsible for any data loss at the point of downloading the data and/or reports and the data exists on COUNTY environment and device/s.
- c. CONTRACTOR is not responsible for user’s computer hardware or computer operating system failure which restrict the users’ ability to access the Software up and to the point of logging into the Software portal.
- d. CONTRACTOR will be responsible for maintaining and securing the hosted environment and data from any attempted breaches, hacking attempts, and any other malicious attempted attack on the CONTRACTOR environment and

will notify COUNTY according to the requirements specified in the Business Associate Agreement attached as Exhibit D to this AGREEMENT.

- e. Disaster recovery specifications and backup schedule is defined in Exhibit C - Disaster Recovery Plan attached and incorporated as part of this AGREEMENT.
- f. The data input by COUNTY belongs to the COUNTY and CONTRACTOR shall not use, reproduce, distribute, utilize, sell, share, or distribute COUNTY data which is separate and distinct from the Software application.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$356,500** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Schedule of Rates

CONTRACTOR will provide the Named User Licensing and services associated with this Agreement. The following table reflects the breakdown of costs by category:

Description	Rate	Monthly	Year 1	Year 2	Year 3	
			7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/20203 - 6/30/2026
Software subscription/maintenance/technical support		\$4,500.00	\$54,000.00	\$54,000.00	\$54,000.00	
Amount allocated for professional services that are not included in the recurring software subscription/maintenance/technical support to be on an "as-needed" and "as-approved by County" basis.	\$170.00					\$25,000
Yearly Subtotal			\$ 54,000.00	\$ 54,000.00	\$54,000.00	\$ 25,000

Total \$187,000.00

(ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.)

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

Panoramic Software, Inc.
 Amendment No. 2
 Term: 07/01/2020 – 06/30/2026
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All written reports required under this Agreement must be delivered to *Juanita Sanders, Management Analyst*, in accordance with the schedule above.

B.2 CONTRACTORS BILLING PROCEDURES

Invoices shall be submitted by CONTRACTOR to County monthly.

Invoices may be mailed to: Monterey County Health Department
Attn: Public Guardian's Office
1441 Schilling Place - North
Salinas, CA 93901

Invoices should be emailed directly to: 416-PGFinance@co.monterey.ca.us
Cc: verdugoc@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.