

MEMORANDUM OF UNDERSTANDING BETWEEN  
CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS  
AND  
PANORAMIC SOFTWARE INCORPORATED  
FOR  
VETPROWEB SOFTWARE INSTALLATION AND TRAINING  
AT CALIFORNIA COUNTY VETERANS SERVICES OFFICES

This Memorandum of Understanding ("MOU") is entered into by and between the California Department of Veterans Affairs ("CDVA") and Panoramic Software, Incorporated ("PANOSOFT") for the provision of VetProWeb software to be installed at California County Veterans Services Offices ("CVSO") desiring to acquire said software under the CDVA *Subvention Administration Information System Project* ("SAIS") managed by the CDVA Veterans Services Division ("VSD").

The purpose of this MOU is to ensure consistent deployment of VetProWeb under the auspices of the SAIS project. It also defines what costs will be reimbursed to the CVSO for participation in this project. The actual procurement of VetProWeb is a separate matter between PANOSOFT and each individual county. In order for a CVSO to be reimbursed for the costs of that procurement, the deployment must be in compliance with this MOU. Any costs incurred by the County that exceeds the amounts or scope delineated by this MOU, are the responsibility of the individual county.

A. PANOSOFT SAIS PROJECT RESPONSIBILITIES:

1. PANOSOFT shall obtain a software license agreement for the VetProWeb product with each individual CVSO desiring to participate in the SAIS project.
2. PANOSOFT shall provide installation, training and maintenance and support of VetProWeb for each participating CVSO in accordance to the rates set forth in Attachment A.
3. PANOSOFT shall provide data migration to CVSO requesting data migration.
4. PANOSOFT shall assist CVSO staff in determining the hardware and software requirements to run VetProWeb. CVSO shall be responsible for providing all hardware and software needs identified in that analysis.
5. PANOSOFT shall submit a timeline for accomplishing installation at participating CVSO to VSD for approval. Timeline shall be updated for approval upon request by VSD, but at least semi-annually.
6. PANOSOFT shall provide the VSD with a Certification of Completion for each CVSO upon installation and training (Attachment B). Each certificate shall contain the following information:
  - a) County in which VetProWeb was installed and the date training was completed

- b) Signature by a designated representative of PANOSOFT
  - c) Signature by a designated representative of the CVSO
  - d) Itemized pricing utilizing the rates in Attachment A
7. PANOSOFT shall submit a quarterly report using Microsoft Excel and following the format as shown in Attachment C to VSD including:
- a) List of CVSO with pending agreements
  - b) List of CVSO with completed agreements
  - c) Status of software installation and training for CVSO with completed agreements
  - d) Invoice amount that Panosoft provided each CVSO

B. CDVA-VSD SAIS PROJECT RESPONSIBILITIES

1. VSD shall inform CVSO regarding SAIS Project and solicit and facilitate their participation in the project.
2. VSD shall assist PANOSOFT with contact information for each CVSO.
3. VSD shall process payment to CVSO upon approval of each Certificate of Completion (Attachment B) submitted by PANOSOFT. VSD shall review price calculations on certificate for correctness and verify signature by CVSO.
4. VSD shall reimburse CVSO for the cost of VetProWeb Initial Setup in accordance to the formula and rates set forth in Attachment A.
5. VSD shall provide PANOSOFT with the total number of workload units (WLUs) reported by CVSO on the immediately preceding DVS-16 Semi-Annual report for computation of the Initial Setup Cost for each CVSO.
6. VSD shall reimburse CVSO for the cost of VetProWeb Annual Maintenance and Support fees in accordance to the rates set forth in Attachment A,. VSD shall reimburse CVSO for the initial Maintenance and Support fees upon receipt of the Certificate of Completion submitted by PANOSOFT. Thereafter, CVSO users of VetProWeb shall be responsible for submitting an invoice to VSD for reimbursement. VSD shall reimburse ongoing Annual Maintenance and Support fees to the extent that Veteran Service Office Fund (VSOFF) fund balances support this reimbursement.
7. VSD shall reimburse CVSO for Data Migration fees up to maximum amounts set forth in Attachment A.
8. VSD shall reimburse CVSO that are current (as of the date of execution of this agreement) VetProWeb users for Annual Maintenance and Support Fees only; there shall be no charges for Initial Setup, Training or Data Migration. Current CVSO users of VetProWeb shall be responsible for submitting an invoice to VSD for reimbursement. VSD shall reimburse ongoing Annual Maintenance and Support fees to the extent that VSOFF fund balances support this reimbursement.



California Department of Veterans Affairs



Joy Hempstead  
Assistant Deputy Secretary for Financial Services

5-12-10  
Date

Panoramic Software, Incorporated



Art von Waldburg  
President

5/6/2010  
Date



ATTACHMENT A

RATES

The fees in this Attachment A to the Memorandum of Understanding between the California Department of Veterans Affairs and Panoramic Software Corporation ("PANOSOFT") for VetProWeb software installation, data migration, training, and maintenance and support at California County Veterans Services Offices ("CVSO") are the maximum allowable fees that PANOSOFT shall charge each CVSO.

FEES

1. Initial Setup Cost shall be scaled based on the total number of workload units (WLUs) reported by CVSO on the immediately preceding DVS-16 Semi-Annual report.

| Reported Workload Units (WLU) | Setup Cost |
|-------------------------------|------------|
| Less than 1000                | \$500.00   |
| 1001 – 5000                   | \$1,000.00 |
| More than 5000                | \$5,000.00 |

2. Initial Training Cost: VSD reimbursement shall be limited to a maximum of \$1,500.00.

| Training Description  | Training Cost      |
|-----------------------|--------------------|
| Delivered via Webinar | \$1,000.00         |
| On-Site Training      | \$1,500.00 per day |

3. Data Migration Costs shall depend upon the type of data to be migrated as well as the quantity of data. There will be no charge for CVSO having no data to migrate. Data Migration Costs shall be:

| County Size by Workload Unit (WLU) | Data Format Type                                   |              |
|------------------------------------|--|--------------|
|                                    | Comma Separated Value (CSV) or Fixed Length Format | Other Format |
| No Data Migration                  | -----  | -----        |
| Up to 999 WLU                      | \$1,000  | \$1,250      |
| 1000-4999 WLU                      | \$2,500  | \$5,000      |
| 5000 and above WLU                 | \$5,000  | \$10,000     |

4. Annual Maintenance and Support Fee shall be \$3,500.00 for each CVSO.

ATTACHMENT B

CERTIFICATION OF COMPLETION

This certifies that VetProWeb Software, a product of Panoramic Software, Incorporated, has been successfully installed at \_\_\_\_\_ (number) of offices for \_\_\_\_\_ County. Training has been completed at all offices.

Fee calculations

|   |                         |
|---|-------------------------|
| Initial Setup Cost: WLU = _____   | Fee: \$ _____           |
| Initial Training Cost: Delivered via <input type="checkbox"/> Webinar <input type="checkbox"/> On-Site Training | Fee: \$ _____           |
| Data Migration Cost   | Fee: \$ _____           |
| Initial 12 months of Maintenance and Support  | Fee: \$ <u>3,500.00</u> |
| Total Amount to be reimbursed by VSD to above named County  | \$ _____                |

Panoramic Software Corporation Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT C

REPORT FORMAT

Reports shall be submitted using Microsoft Excel including at a minimum the format of this Attachment C. Additional information may be included as decided by VSD and Panosoft.

California Department of Veterans Affairs  
Subvention Administration Information System Project Quarterly Report

Date

| County | Agreement Status | Agreement Execution Date | Services Status (Installation, data migration, training) | Services Completion Date (Installation, data migration, training) | Invoice Amount |
|--------|------------------|--------------------------|--|---|----------------|
|        |                  |                          |  |   |                |
|        |                  |                          |  |   |                |
|        |                  |                          |  |   |                |