

SOFTWARE LICENSE AGREEMENT
and SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

PANORAMIC SOFTWARE CORPORATION

AND

EL DORADO COUNTY HEALTH AND HUMAN SERVICES AGENCY

This SOFTWARE LICENSE AMENDMENT I and SOFTWARE MAINTENANCE AGREEMENT AMENDMENT I ("Agreement") is made and entered into as of May 22, 2012, by and between PANORAMIC SOFTWARE CORPORATION, a California corporation ("PANOSOFT"), and the EL DORADO COUNTY HEALTH AND HUMAN SERVICES AGENCY ("Customer").

RECITALS

WHEREAS, the parties hereto have mutually agreed to amend **Software License Agreement Section 3.1 – Term - Duration, Schedule C – Fee and Payment Schedule, and Software Maintenance Agreement Section 2 – Term.**

NOW THEREFORE, the parties do hereby agree that Agreement for Services 514-S1211 shall be amended a first time as follows:

3. TERM

3.1 Duration. The License granted herein shall be effective as of the Installation Date (defined in Section 4.1) and shall remain in effect until June 30, 2015 unless terminated as provided in Section 3.2.

SCHEDULE C, Fee and Payment Schedule

LICENSE FEE

The full fee for the Software License, Documentation, Installation, all software updates, and Data Conversion and Initial Training as specified in Schedule B is \$ **40,000.00** (itemized below). This fee includes all revisions and upgrades to the System. See attached Statement of Work for the description of work to be provided by **PANOSOFT**.

Project Costs	
Public Guardian	\$24,000.00
General Assistance	\$4,000.00
Adult Protective Services (completed in 2012)	\$12,000.00 (Already Paid)
TOTAL	\$40,000.00

Annual Maintenance Fees (7/2012 – 6/2013)	
Public Guardian (\$1,200.00/mo)	\$14,400.00
General Assistance (\$200.00/mo)	\$2,400.00
Adult Protective Services (\$600.00/mo)	\$7,200.00
TOTAL	\$24,000.00

Annual Maintenance Fees (7/2013 – 6/2014)	
Public Guardian (\$1,200.00/mo)	\$14,400.00
General Assistance (\$200.00/mo)	\$2,400.00
Adult Protective Services (\$600.00/mo)	\$7,200.00
TOTAL	\$24,000.00

Annual Maintenance Fees (7/2014 – 6/2015)	
Public Guardian (\$1,500.00/mo)	\$18,000.00
General Assistance (\$250.00/mo)	\$3,000.00
Adult Protective Services (\$750.00/mo)	\$9,000.00
TOTAL	\$30,000.00

On-site Support and Initial User Training	
Four (4) days included in Project Cost;	\$12,500.00
Eight (8) additional days at \$1,200.00 per day plus per diem	
TOTAL	\$12,500.00

Maximum Obligation: The maximum contractual obligation of the County under this Agreement shall not exceed \$130,500.00 for all of the stated services and during the term of the Agreement.

For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of all valid invoice(s) identifying services rendered. The Project Cost/Implementation Cost for Public Guardian and General Assistance shall be paid 45 days after successful "Go-Live" date(s). The Implementation Cost for Adult Protective Services has been paid in full.

II. ADDITIONAL TRAINING

Any visits to **Customer's** site by **PANOSOFT** staff other than for Initial Training will be made at the **Customer's** written request. Such visits will be invoiced at a rate of \$1,200.00 per day, with a one (1) day minimum. All reasonable costs of travel associated with such visits (automobile mileage or airfare, car rental, food and lodging, and other out-of-pocket expenses) will be billed to **Customer** at cost, in accordance with Exhibit "F," marked "Board of Supervisors Travel Policy D-1."

III. PROGRAMMING

Custom programming is available at **Customer's** written request. Charges for custom programming will be on an hourly basis at a rate of \$ 150.00 per hour. For any given request, **PANOSOFT** will provide an estimate of the total programming charges in advance of beginning work and further notify **Customer** if the ongoing estimate of total charges to completion should ever exceed the initial estimate. In no case will **Customer** be billed for charges in excess of the greatest approved estimate.

SOFTWARE MAINTENANCE AGREEMENT

TERM: This agreement shall be effective for the period of **July 1, 2012 to June 30, 2015.**

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Except as herein amended, all other parts and sections of that Agreement for Services 514-S1211 shall remain unchanged and in full force and effect.

Agreed to:
County of El Dorado

Accepted By;
Panoramic Software Incorporated


By: 
Norma Santiago, Chair


Tim McCracken, Vice President

Date: 6/10/14

Date: 5/1/14

ATTEST:
James S. Mitrison

Date: 5/1/2014
Corporate Secretary


By: 
Deputy Clerk, Clerk of the Board of Supervisors

Date: 6/10/14