



**SAN FRANCISCO  
HUMAN SERVICES AGENCY**

Department of Benefits  
and Family Support

Department of Disability  
and Aging Services

Office of Early Care  
and Education

P.O. Box 7988  
San Francisco, CA  
94120-7988  
[www.SFHSA.org](http://www.SFHSA.org)

**MEMORANDUM**

**TO:** DISABILITY AND AGING SERVICES COMMISSION

**THROUGH:** KELLY DEARMAN, EXECUTIVE DIRECTOR

**FROM:** JILL NIELSEN, DEPUTY DIRECTOR  
ESPERANZA ZAPIEN, DIRECTOR OF CONTRACTS

**DATE:** FEBRUARY 1, 2023

**SUBJECT:** NEW CONTRACT: **PANORAMIC SOFTWARE INC (FOR-PROFIT)** TO PROVIDE SOFTWARE LICENSING AND MAINTENANCE SERVICES SERVICE

DS  
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**TERM:** 7/1/2023-6/30/2028

<b>AMOUNT:</b>	<u>New</u>	<u>Contingency</u>	<u>Total</u>
	\$1,343,200	\$134,320	\$1,477,520

<b>ANNUAL AMOUNT</b>	<u>FY23/24</u>	<u>FY24/25</u>	<u>FY25/26</u>	<u>FY26/27</u>	<u>FY27/28</u>
	\$242,000	\$242,000	\$286,400	\$286,400	\$286,400

<b>Funding Source</b>	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
<b>FUNDING:</b>	\$1,007,400		\$335,800	\$134,320	\$1,477,520
<b>PERCENTAGE:</b>	75%	0%	25%		100%



**London Breed**  
Mayor

**Trent Rhorer**  
Executive Director

The Department of Disability and Aging Services (DAS) requests approval of a sole source waiver and authorization to enter into a new sole source contract with Panoramic Software Inc. (“Panosoft”) during period of July 1, 2023 through June 30, 2028, in an amount of \$1,343,200 plus a 10% contingency for a total amount not to exceed \$1,477,520. The purpose of the contract is for provision of Software Licensing and Maintenance Services to proprietary databases utilized by DAS to support conservatorship of vulnerable adults.

### **Background**

Panosoft has provided software license, maintenance, user support, analysis, research and procedure development, and banking and investment activities for DAS since 1995. This current agreement ensures that DAS has continued rights to use the licensed software and services provided by the Contractor.

### **Services to be Provided**

Contractor will continue to provide software licensing, monthly maintenance, user support and ongoing development. Multiple DAS programs access Panosoft system to carry out the following activities:

#### Public Administrator

Documents all case management and legal requirements for clients who have died without next of kin in San Francisco. Deputy Public Administrators document activities to ensure that the estates and affairs of deceased clients are resolved respectfully, legally and timely.

#### Public Conservator

Document all case management activities for clients under probate conservatorships in the public conservator program. The system provides management tools to facilitate caseload monitoring, as well as reports for the department's accounting and legal teams.

#### Public Guardian

Document all case management activities for clients under probate conservatorships in the public guardian program. The system provides management tools to facilitate caseload monitoring, as well as reports for the department's accounting and legal teams. In addition, the system tracks all stored client possessions.

#### Representative Payee

Tracks all financial transactions and burial trusts for clients, as well as monthly social security payments. The system generates reports that allow the department's accounting and legal teams to track cases and create fiscal payments to clients on a regular basis.

The Panosoft web-based software enables HSA staff to access client information remotely and extract case management and fiscal accounting caseload reports as required by HSA and the State of California.

**Selection**

Contractor is a sole source contract due to proprietary software.

**Funding**

Funding for this contract is provided through a combination of Federal, State, and County General Funds.

**ATTACHMENTS**

Appendix A - Scope of Services

Appendix B - Calculation of Charges

Sole Source Approval

**Appendix A – Scope of Services  
Panoramic Software, Inc.  
SaaS Licensing & Maintenance Services  
for Public Administrator, Public Guardian,  
Public Conservator and Representative Payee  
7/1/2023 – 6/30/2028**

**I. Purpose of Contract**

Contractor will provide software licensing/hosting, maintenance services, user support, analysis, research and development, bank account information collection and evaluation activities, and test applications for the use of Public Administrator, Public Guardian, Public Conservator and Representative Payee by the Department of Disability and Aging Services (DAS). These applications are web-based, client-tracking databases that supports case management, accounting, and legal work.

**II. Definitions**

The following terms have the listed definitions for purposes of this Agreement:

CARBON	Contracts Administration, Reporting, and Billing Online. HSA’s on-line system.
Contractor	Panoramic Software Inc. or “Panosoft”
CPI	Consumer Price Index
DAS	Department of Disability and Aging Services
HSA	Human Services Agency of the City and County of San Francisco
PA	Public Administrator (under DAS)
PC	Public Conservator (under DAS)
PG	Public Guardian (under DAS)
RP	Representative Payee (under DAS)
SaaS	Software as a Service

### III. Target Population and Applications

The target population are San Francisco residents who meet criteria as defined by the California Probate Code, the California Welfare and Institutions Code, as well as federal, state and local laws. These programs are designed to serve vulnerable individuals of all ethnicities and populations, with sensitivity to the unique demographic, health, mental health, and financial issues.

The Contractor's technology services will support multiple DAS programs.

- A. The Public Administrator (PA) serves decedent estates where there is no family available or appropriate to administer the estate.
- B. The Public Guardian (PG) serves older adults and adults with disabilities under probate conservatorship who need assistance to ensure that they have the necessities of daily living (food, clothing and shelter) and to manage all aspects of the health, finances, and estate.
- C. The Public Conservator (PC) serves older adults and adults with disabilities under mental health conservatorship who need assistance to ensure that they have the appropriate mental health services including treatment, placement, and medication.
- D. The Representative Payee (RP) serves older adults and adults with disabilities with physical and/or mental impairments who cannot manage their own funds.

There are three applications (see below) to support these four programs, and each application is used to carry out fiduciary roles primarily by program and accounting teams and may additionally be used by the legal teams within DAS and the City Attorney's Office.

Application Name	DAS Program
SFPA	Public Administrator
SFPG	Public Guardian
SFPayee	Public Conservator and Representative Payee

### IV. Description of Services

#### A. Overview

Contractor will provide technology services and database management to effectively support all three applications – SFPA, SFPG, and SFPayee (RP/PC). Contractor will maintain data input in relation to these applications, and its systems will generate associated reports for each application as well as provide additional tools for accounting and legal teams. Contractor will ensure stability of the applications and the functionality of reporting, accounting, legal, and other tools. Contractor will work with DAS to create and provide regular reports as well as ad hoc reports. Contractor will be available and responsive for all types of user support and service requests.

## B. Designated Leads and Staffing

Contractor will assign a sufficient number of designated staff for each of the three applications to meet the contracted Service Level Agreement (SLA) of support services and as outlined in this document, in particular in Section VI/Service Objectives page 7.

Both Contractor and DAS will identify designated leads and centralize all user support and program requests through these leads. Contractor will re-direct any requests from program non-leads to the program leads for evaluation and prioritization in relation to other pending requests. This will reduce communication challenges and prioritization issues when there are multiple points of contact and possibly conflicting priorities.

<b>Panoramic Application</b>	<b>Panoramic Lead</b>	<b>DAS Lead</b>
SFPA Application	Dave Steer	Thomas McGeorge, Project Manager
SFPG Application	Nick Somoff	Thomas McGeorge, Project Manager
SFPayee Application	Dave Steer	Thomas McGeorge, Project Manager

## C. User Support and Service Tickets Prioritization

### 1. Tracking Service Tickets

Contractor will provide a tracking system for each program to ensure that service tickets are resolved in a timely and accurate manner on a regular basis (at least monthly). The tracking system should retain open tickets until tickets are resolved by confirmation email from the DAS Lead. Contractor will remove the automatic ticket closure function so that incomplete tickets are accurately tracked and resolved. The tracking system will clearly indicate each ticket's projected resolution date. In the event of delays, the tracking system should provide a justification for delays, and the new anticipated completion date.

The DAS Lead and its designee(s) will be able to see all service tickets to track, prioritize, and reconcile as appropriate.

### 2. Managing Delays

Each of the three applications have distinct requests and Contractor will resolve each application's service tickets independent of the other applications. If there are requests that have multiple application impacts, Contractor will inform the DAS Lead in advance to troubleshoot and prioritize accordingly. If there are delays due to multi-application impacts, including service ticket delays, Contractor will proactively inform DAS. Whenever possible, Contractor will staff in a manner to meet the contracted Service Level Agreement (SLA) of support services or be subjected to the provisions of the contract.

3. Change Control Meetings

Contractor will manage issues on a regular basis and report back during the monthly change control meeting to provide updates and reconcile/track tickets. Both Panoramic Leads should attend the monthly change control meeting and other ticket specific development meetings as needed. If there are no issues for a particular month, the DAS Lead will inform in advance whether there is a need to attend. DAS will control the prioritization of tickets, and Contractor will work with and inform DAS in advance if those priorities need to be adjusted and its rationale. DAS will make the final decision based on the information provided.

4. At times, service tickets may surface issues that need more time to be completed. These issues will be fully discussed with a mutually agreeable timeline for resolution. If the issues are more appropriate for a separate contract or amendment to this agreement, Contractor will make the proposal and its associated costs accordingly. See Section I. Research and Development.

D. Reporting Tool

The Reporting Tools and database exports allow DAS to monitor Medi-Cal eligibility. There are also ongoing reports needed related to data extracts from server such as client address updates for emergency response, inventory reports, performance reports, and similar data exports. As such, Contractor will ensure the continuous functionality and accuracy of the Reporting Tools and provide weekly replication of SFPA, SFPG, and SFPayee data to the SFHSA server. When issues arise, Contractor will inform the DAS Lead of the issues and timeframe for resolution so that staff can be notified and can adjust their work accordingly.

E. Accounting Tool

1. The DAS Accounting Team has accounting tools within each of the SFPA, SFPG, SFPayee applications.
2. Contractor will provide services to support bank account information collection and evaluation for all 3 applications. Generally, services include daily downloads from a secure portal by HSA IT department (after retrieving from the financial institution) and uploads in Panoramic based on the respective applications.

Contractor will ensure accuracy and compliance with appropriate laws with transmission and management of sensitive and confidential information.

3. When the City needs assistance in the management of accounts, including bank account information collection and evaluation, interest accruals or other

issues, Contractor will work collaboratively to provide assistance and successfully transition processes as needed.

4. As all Service Requests are managed through the DAS Lead, the DAS Accounting Supervisor will route service requests to the DAS Lead. The DAS Lead will copy DAS Accounting Supervisor in its correspondence with Panoramic.

F. Legal Tool

1. The DAS PA/PG Legal Team has a designated tool, titled Legal Events, within each of the SFPA and SFPG applications.
2. As all Service Requests are managed through the DAS Lead, the DAS PA/PG Legal will route service requests to the DAS Lead. The DAS Lead will copy DAS PA/PG Legal in its correspondence with Panoramic.

G. Monthly Rate and User Reconciliation

1. Contractor has a per user, per month, per application rate. There is a flat rate per user regardless of level of use (such as both read/write privileges or read only). As estimated for 7/1/23, DAS has approximately 148 users, respectively SFPA 41 users, SFPG 46 users, and SFPayee 61 users.
2. User Reconciliation – There is variability of staff onboarding and separating throughout the year but the number of users are generally around this defined range. In efforts to minimize the user reconciliation throughout the year, this will be updated on an annual basis and costs will be adjusted accordingly. List of active users will be provided by Panoramic on an annual basis when submitting annual budget in to CARBON.
3. Contractor will change user status to “Inactive” after 90 days of non-use.

H. As Needed Custom Development

DAS will have a variety of projects or program needs throughout the term. Contractor may invoice from the Research and Development funds of this contract to support these actions.

1. Consultation  
DAS may need consultation for a variety of as needed projects, beyond trouble tickets. When requested, the Contractor will inform DAS in advance with details about how hours will be calculated, along with estimated time for the consult and preliminary invoice amount. This will help manage expectations, deliverables, budget and timelines for all parties.



2. Project Contracts

When projects are identified or when service tickets are beyond the scope of the regular monthly support, Contractor will discuss and explain options to DAS Lead and related parties. If appropriate, a new project may be defined with a justification, deadlines, and associated costs. No such work shall be done or costs incurred absent a new written engagement, whether a written amendment of this Agreement or a new agreement.

3. Approval Process

All issues related to Research and Development are reviewed by the DAS Lead, director, and contract manager and signed by the DAS Director or its designee.

I. Data Ownership, Access, and Extraction

All data and other information input by the City/DAS into Contractor's electronic systems and associated reports generated by Contractor's systems, including information input under this Agreement, under prior agreements between Contractor and the City (for example, Software License Agreement between the City and Panoramic Software, Inc. dated June 30, 2004 and its First Amendment dated April 1, 2019, including County Veterans Service Office information or data), or under any agreement between the State of California and Contractor, remains perpetually subject to access and extraction by the City/DAS. Contractor agrees to provide DAS access and the ability to extract to such data at all times during the term of the Agreement, and Contractor will provide DAS access and the ability to extract to such data, after termination of the Agreement, at DAS's expense (based on the hourly rate for Contractor's work listed in Appendix B of this Agreement, adjusted after the term of this Agreement for inflation by using the Consumer Price Index (CPI)). During the term of this Agreement (for no additional fee) and thereafter (at such reasonable cost to DAS), Contractor will work with DAS to ensure that such data is accessible/extractable and may be transferred to DAS in a manner consistent with DAS's technological needs. The data access and extraction ability listed in this paragraph is perpetual and survives termination of this Agreement. To the extent that the State of California has an agreement with Contractor that grants the City/DAS the ability to access or extract data in Contractor's systems, nothing in this paragraph creates an obligation for DAS to pay additional fees for such access or extraction (which is subject to the terms of any such agreement between California and Contractor).

## **V. Location and Time of Services**

Contractor will provide easily accessible web-based applications used by DAS staff primarily located at 1650 Mission Street, San Francisco, CA between business hours 8:00 AM to 5:00 PM (PT) from Monday – Friday. These web-based applications will be accessible to DAS staff at other locations as authorized by DAS. Due to the nature of the work needing to be performed after hours and on weekend, Contractor will also provide continuous services 7 days a week / 24 hours a day.

Contractor's support team hours will align with the City's business hours of 8:00 AM to 5:00 PM (PT). Contractor has a Customer Support 1 (877) 558-8526 which allows the caller to leave a voicemail while concurrently creating a service ticket. In the event of urgent issues over evening, weekends, and holidays, Contractor will additionally provide contact/cell phone numbers for designated members of the Panoramic team.

## **VI. Service Objectives**

Throughout the term of this contract, the Contractor will meet the following Service Objectives:

- A. Provide a safe, secure, stable, reliable and efficient software applications and its related tools with continuous access 7 days a week / 24 hours a day.
  1. When there are system outages or interruptions, Contractor will inform DAS Lead and designated/impacted staff within 2 hours of known issue and provide updates or as soon as possible so that staff may adjust their work accordingly. Whenever possible, Contractor will notify DAS in advance of anticipated interruptions.
  2. Contractor will respond within 3 business days, if not sooner, to acknowledge and respond a non-urgent request; and within 2 hours for urgent issues.
  3. The Customer Support line will be responsive to after hour issues for emergencies that may occur outside of regular business hours.
  
- B. Provide proactive user support and resolution of service tickets in an efficient and effective manner, including responsive communication and access to a regular tracking system by each program.
  1. Contractor will be available to conduct monthly Change Control Meeting to update on service tickets and issues.
  2. At least (90%) service tickets will be resolved on a monthly basis if not sooner.
  3. Unresolved tickets will be discussed during the monthly Change Control Meeting and with the appropriate justification and new mutually agreed deadline.

- C. Provide accurate and reliable services for bank account information collection and evaluation for DAS accounts on a daily basis, including downloads from the financial institution and uploads to database by account name for each of the three applications.

## **VII. Outcome Objectives**

Throughout the term of this contract, the Contractor will meet the following Outcome Objectives:

- A. Database applications are functional, reliable, and stable at least 95% of the time. Extended periods of downtime or instability may result in monthly adjustments and the guidelines in Service Level Agreement of the contract.
- B. User support and service tickets are resolved on at least a monthly basis, completed timely and accurately, based on mutually agreed timelines.
  - 1. Service tickets with multiple delays will be additionally reviewed with director and designated staff for troubleshooting barriers or system delays.
  - 2. Pervasive delays without acceptable or appropriate justifications may be subject to the guidelines in Service Level Agreement of the contract.
  - 3. Panoramic provides a survey after each ticket completion requesting feedback. Quarterly review of completed tickets will result in satisfactory completion.
- C. Assist DAS in its reporting and data needs by extracting specific data and providing detailed regular and ad hoc reports when requested.
  - 1. Contractor will continue the weekly replication of SFPG, SFPA, SFPayee data copied to SFHSA server on an accurate and timely basis.
  - 2. Contractor will respond within 3 business days, if not sooner, to acknowledge and respond a new non-urgent request; and within 2 hours for urgent issues.
  - 3. Some requests are time sensitive and DAS may not have had sufficient notice to plan with Contractor. Contractor will work with DAS to assist under these circumstances.

**Appendix B - Calculation of Charges**  
**Panoramic Software, Inc.**  
**SaaS Licensing & Maintenance Services**  
**for Public Administrator, Public Guardian,**  
**Public Conservator and Representative Payee**  
**7/1/2023 – 6/30/2028**

Contractor will invoice the City and County on a monthly basis through CARBON.

Description of Services	Monthly @ Years 1 - 2	Annual Cost Years 1 - 2	Monthly @ Years 3 - 5	Annual Cost Years 3 - 5
<b>Public Guardian</b> – license, hosting, maintenance, user support, ACH	\$5,750	\$69,000	\$6,900	\$82,800
<b>Public Administrator</b> – license, hosting, maintenance, user support, ACH	\$5,125	\$61,500	\$6,150	\$73,800
<b>Rep Payee/Public Conservator</b> – license, hosting, maintenance, user support, ACH	\$7,625	\$91,500	\$9,150	\$109,800
<b>Subtotal of License, Maint. &amp; Support</b>	<b>\$18,500</b>	<b>\$222,000</b>	<b>\$22,200</b>	<b>\$266,400</b>
As needed Custom Development and Training (requires prior quote with City’s Approval)	Prior quote @ \$150/hr	\$20,000	Prior quote @ \$150/hr	\$20,000
	<b>Annual Total</b>	<b>\$242,000</b>	<b>Annual Total</b>	<b>\$286,400</b>

\*Monthly fees are based on number of active user licenses, confirmed annually on July 1 of each year.

\*\*As-needed Custom Development and Training require prior approval of scope, project plan and quote.

Annual Costs	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
<b>Public Guardian</b> – license, hosting, maintenance, user support, ACH	\$69,000	\$69,000	\$82,800	\$82,800	\$82,800	\$386,400
<b>Public Administrator</b> – license, hosting, maintenance, user support, ACH	\$61,500	\$61,500	\$73,800	\$73,800	\$73,800	\$344,400
<b>Rep Payee/Public Conservator</b> – license, hosting, maintenance, user support, ACH	\$91,500	\$91,500	\$109,800	\$109,800	\$109,800	\$512,400
As needed Custom Development and Training (requires prior quote with City’s Approval)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
<b>Total</b>	<b>\$242,000</b>	<b>\$242,000</b>	<b>\$286,400</b>	<b>\$286,400</b>	<b>\$286,400</b>	<b>\$1,343,200</b>

- I. Contractor shall submit invoices on a monthly basis into CARBON.
- II. The total amount of this budget for July 1, 2023 – June 30, 2028 is **\$1,343,200**.
- III. At the City’s sole discretion, contingency amount up to **\$134,320** may be available.

**The total amount of the contract not to exceed \$1,477,520.**



# SAN FRANCISCO HUMAN SERVICES AGENCY

Department of Benefits  
and Family Support

Department of Disability  
and Aging Services

Office of Early Care  
and Education

Date: January 19, 2023  
To: Dan Kaplan, Deputy Director of Admin, Human Services Agency  
From: Esperanza Zapien, Director of Contracts, Human Services Agency  
Steve Kim, Contract Manager, Human Services Agency  
RE: Sole Source Waiver Request, Administrative Code Section 21.30 –  
Panoramic Software Inc. (Supplier ID # 0000013547) for F\$P  
Contract# 1000026372

P.O. Box 7988  
San Francisco, CA  
94120-7988  
[www.SFHSA.org](http://www.SFHSA.org)

The Human Services Agency (HSA) respectfully requests the approval of a sole source waiver for Panoramic Software Inc. (“Panosoft”) for the provision of the proprietary web application, utilized by the Department of Disability and Aging Services (DAS) to support conservatorship of vulnerable adults living in San Francisco. “Panosoft” application is used by the Public Administrator, Public Guardian, Public Conservator, and Representative Payee. (PA/PG/PC/RP).

Per Administrative Code Section 21.30(d), “Where a vendor has proprietary rights to software or where maintenance of equipment by a particular vendor is required to preserve a warranty, software support and equipment maintenance agreements entered into with that vendor shall be treated as a sole source for the purposes of any contract requirements included in the Municipal Code.”



**London Breed**  
Mayor

**Trent Rhorer**  
Executive Director

Panoramic Software Inc. is the sole owner and exclusive distributor of all versions of the “Panosoft” cloud-based software platform. Access and support services for “Panosoft” can only be acquired through Panoramic Software Inc. and is not available from another source. Attached to this memo is a letter from Panoramic Software confirming that this software is proprietary in nature and can only be purchased through Panoramic Software Inc.

HSA is proposing the following:

Request: To enter into a five (5) year sole source contract with Panoramic Software Inc.
Reason for this Request: Admin Code 21.30: Proprietary Software Licenses and Support and Proprietary Equipment
Brief description of services: Panoramic Software Inc. customized their “Panosoft” web application to develop the PA/PG/PC/RP/CSVSO application for San Francisco’s Department of Disability and Aging Services (DAS). The system is used for conservatorship of vulnerable adults living in San Francisco. Panoramic Software Inc. has provided software license,



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maintenance, user support, analysis, research and procedure development, and banking and investment activities for DAS since 1995.
Duration: July 1, 2023 to June 30, 2028
Contract Total Amount: An amount not to exceed \$2,500,000 as already approved Civil Service Commission PSC # 41452-22/23
Funding: General and Federal Fund
Competition and Fairness: Panoramic Software Inc. is the sole owner and exclusive distributor of all versions of the “Panosoft” cloud-based software platform. Previous Sole Source Waivers have been granted to Panoramic Software Inc. for “Panosoft” for the DAS, dating back to 2009. The most recent Sole Source Waiver was approved in July 2015. Panoramic Software Inc.’s pricing is fair and reasonable, and has remained steady with no large increases since the inception of this system.
Compliance: Panoramic Software Inc. is 12B compliant and an approved City Supplier.

Approved       Disapproved

DocuSigned by:  
*Daniel Kaplan*      1/20/2023

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Dan Kaplan, Deputy Director of Administration and Finance