

**HEALTH, HUMAN & SOCIAL SERVICES COMMITTEE**  
**VETERANS' SERVICES \* PEER-TO-PEER AGENDA**

September 30, 2019

*Committee Members: Supervisors **FRASIER**, McDevitt, Braymer, Leggett, Loeb, Driscoll,  
Hyde, Magowan, and Sokol*

- I. Committee meeting called to order by Chairman
- II. Motion to approve the minutes of the prior meeting
- III. Action Agenda/New Business Items:
  - 1. **Budget Approval for Veterans' Services/Peer-to-Peer**
  - 2. **Request for New Contract with VetPro**
- IV. Referrals/Pending Items:
- V. Discussion Items:
- VI. Privilege of the Floor to discuss any additional items to come before the Committee
- VII. Motion to adjourn

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Attachments:

**Veterans' Services budget with salary schedule (5-pages)**

**Peer-to-Peer budget (4-pages)**

**Resolution Request Form No. 3**

**Resolution Request Form No. 10**

**VetPro ~ Panoramic VetPro Inc. Quote with Subscriber and Terms of Use Agreement (7-pages)**

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

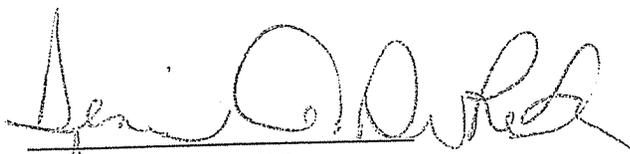
PRIOR YEAR EXPENDITURES AND REQUEST FOR 2020 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Veterans Services  
 BUDGET ACCOUNT CODE: A.6510

OBJECT CODES	2018 EXPENDITURES	2019 ADOPTED	2019 AMENDED	2020 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$107,253.05	\$136,350.00	\$136,350.00	\$139,314.00
200's EQUIPMENT	\$33,713.58			\$0.00
400's CONTRACTUAL	\$12,010.06	\$13,849.00	\$14,529.00	\$16,245.00
800's EMPLOYEE BENEFITS	\$56,248.18	\$60,973.00	\$60,973.00	\$61,251.00
<b>TOTALS</b>	<b>\$209,224.87</b>	<b>\$211,172.00</b>	<b>\$211,852.00</b>	<b>\$216,810.00</b>

2018 REVENUES	2019 ADOPTED REVENUES	2019 AMENDED REVENUES	2020 DEPARTMENT REQUESTS
\$8,529.00	\$8,529.00	\$8,529.00	\$10,000.00

SIGNED:   
 DEPARTMENT HEAD  
 TITLE: Director  
 DATE: 9/15/19

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2018 Actual Amount	2019 Adopted Budget	2019 Amended Budget	2019 Actual Amount	2020 Departmental Request
Fund	A - General					
	REVENUE					
	Department 6510 - Veterans Services					
	State Aid					
3710	Veterans Service	8,529.00	8,529.00	8,529.00	10,000.00	10,000.00
	State Aid Totals	\$8,529.00	\$8,529.00	\$8,529.00	\$10,000.00	\$10,000.00
	Department 6510 - Veterans Services Totals	\$8,529.00	\$8,529.00	\$8,529.00	\$10,000.00	\$10,000.00
	REVENUE TOTALS	\$8,529.00	\$8,529.00	\$8,529.00	\$10,000.00	\$10,000.00

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2018 Actual Amount	2019 Adopted Budget	2019 Amended Budget	2019 Actual Amount	2020 Departmental Request												
<b>Fund A - General</b>																		
<b>EXPENSE</b>																		
Department 6510 - Veterans Services																		
Personal Services																		
110	Salaries - Regular	86,675.72	89,250.00	89,250.00	59,469.77	92,214.00												
130	Salaries - Part Time	20,577.33	47,100.00	47,100.00	14,423.54	47,100.00												
<i>Personal Services Totals</i>		<u>\$107,253.05</u>	<u>\$136,350.00</u>	<u>\$136,350.00</u>	<u>\$73,893.31</u>	<u>\$139,314.00</u>												
Equipment																		
220	Office Equipment	21.58	.00	.00	.00	.00												
230.1	Automotive Equipment - Reserve	33,692.00	.00	.00	.00	.00												
<i>Equipment Totals</i>		<u>\$33,713.58</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>												
Contractual Expense																		
410	Supplies	815.96	900.00	900.00	581.72	1,200.00												
418	Ins-General Liability	804.15	650.00	1,046.20	826.20	1,097.00												
422	Repair/Maint-Equipment	700.00	750.00	750.00	750.00	.00												
423	Telephone	405.48	500.00	500.00	246.08	500.00												
424	Postage	405.20	500.00	500.00	222.85	500.00												
426	Subscriptions	60.00	60.00	60.00	60.00	60.00												
427	Memberships & Dues	60.00	80.00	80.00	80.00	80.00												
428	Data Processing & Internet Fees	132.00	134.00	134.00	132.00	108.00												
436	Advertising Fees	675.00	775.00	775.00	.00	700.00												
441	Auto-Supplies & Repair	3,295.46	2,500.00	2,500.00	683.16	2,500.00												
442	Automotive - Gas & Oil	4,170.84	4,000.00	4,000.00	2,158.70	4,000.00												
444	Travel/Education/Conference	485.97	1,500.00	1,500.00	343.03	2,000.00												
469	Other Payments/Contributions	.00	1,500.00	1,783.80	680.00	1,500.00												
470	Contract	.00	.00	.00	.00	2,000.00												
<i>Contractual Expense Totals</i>		<u>\$12,010.06</u>	<u>\$13,849.00</u>	<u>\$14,529.00</u>	<u>\$6,763.74</u>	<u>\$16,245.00</u>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Comments</th> <th style="text-align: left;">Account</th> <th style="text-align: left;">Level</th> <th style="text-align: left;">Comment</th> </tr> </thead> <tbody> <tr> <td></td> <td>410</td> <td>Departmental Request</td> <td>Increased by \$300</td> </tr> <tr> <td></td> <td>422</td> <td>Departmental Request</td> <td>Contract change to new vendor</td> </tr> </tbody> </table>							Comments	Account	Level	Comment		410	Departmental Request	Increased by \$300		422	Departmental Request	Contract change to new vendor
Comments	Account	Level	Comment															
	410	Departmental Request	Increased by \$300															
	422	Departmental Request	Contract change to new vendor															
Employee Benefits																		
810	Retirement	10,842.24	12,732.00	12,732.00	8,156.97	12,763.00												
830	Social Security	6,139.11	8,452.00	8,452.00	4,193.92	8,636.00												

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2018 Actual Amount	2019 Adopted Budget	2019 Amended Budget	2019 Actual Amount	2020 Departmental Request
<b>Fund A - General</b>						
EXPENSE						
Department 6510 - Veterans Services						
Employee Benefits						
831	Medicare Contribution	1,435.77	1,978.00	1,978.00	980.83	2,021.00
860	Hospitalization	24,165.72	26,642.00	26,642.00	18,444.24	27,307.00
865	Dental Insurance	407.15	408.00	408.00	282.60	408.00
	<i>Employee Benefits Totals</i>	<u>\$42,989.99</u>	<u>\$50,212.00</u>	<u>\$50,212.00</u>	<u>\$32,058.56</u>	<u>\$51,135.00</u>
Other Benefits						
840	Workmen's Compensation	8,243.03	8,458.00	8,458.00	8,457.20	7,756.00
861	Retirees Hospitalization	5,015.16	2,303.00	2,303.00	1,535.04	2,360.00
	<i>Other Benefits Totals</i>	<u>\$13,258.19</u>	<u>\$10,761.00</u>	<u>\$10,761.00</u>	<u>\$9,992.24</u>	<u>\$10,116.00</u>
	Department 6510 - Veterans Services Totals	<u>\$209,224.87</u>	<u>\$211,172.00</u>	<u>\$211,852.00</u>	<u>\$122,707.85</u>	<u>\$216,810.00</u>
	EXPENSE TOTALS	<u>\$209,224.87</u>	<u>\$211,172.00</u>	<u>\$211,852.00</u>	<u>\$122,707.85</u>	<u>\$216,810.00</u>
	Fund A - General Totals	<u>\$8,529.00</u>	<u>\$8,529.00</u>	<u>\$8,529.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
	REVENUE TOTALS	<u>\$8,529.00</u>	<u>\$8,529.00</u>	<u>\$8,529.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
	EXPENSE TOTALS	<u>\$209,224.87</u>	<u>\$211,172.00</u>	<u>\$211,852.00</u>	<u>\$122,707.85</u>	<u>\$216,810.00</u>
	Fund A - General Totals	<u>(\$200,695.87)</u>	<u>(\$202,643.00)</u>	<u>(\$203,323.00)</u>	<u>(\$112,707.85)</u>	<u>(\$206,810.00)</u>
	Net Grand Totals	<u>\$8,529.00</u>	<u>\$8,529.00</u>	<u>\$8,529.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
	REVENUE GRAND TOTALS	<u>\$8,529.00</u>	<u>\$8,529.00</u>	<u>\$8,529.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
	EXPENSE GRAND TOTALS	<u>\$209,224.87</u>	<u>\$211,172.00</u>	<u>\$211,852.00</u>	<u>\$122,707.85</u>	<u>\$216,810.00</u>
	Net Grand Totals	<u>(\$200,695.87)</u>	<u>(\$202,643.00)</u>	<u>(\$203,323.00)</u>	<u>(\$112,707.85)</u>	<u>(\$206,810.00)</u>

2020 Salary Schedule (Position Budgeting)  
Veterans Service

Empl. #	Name	Position	Annual Earnings	Empl. Type	Benefit Group	Hire Date
	Jan 1 Grade & Rate	Ann. Grade & Rate				
12652	Bennett, H. 02-00 / \$13.19	Van Driver #4 - Per Diem N/A / \$13.19	\$3,925.00	Per Diem	Per Diem	2/27/2018
10928	DiResta, Denise N/A / \$29.06	Director Veterans N/A / \$29.06	\$52,890.00	Full Time	Appointed F/T	6/1/2005
1260	Donohue, Michael 02-8 / \$15.49	Van Driver #3 02-9 / \$15.49	\$11,775.00	Less than Half	Less than P/T	7/11/2011
12694	Harris, Cynthia 07-05 / \$18.91	Office Specialist 07-06 / \$18.91	\$39,324.00	Full Time	CSEA/FT	11/17/2014
11734	Johnson, Ronald 02-9 / \$15.49	Van Driver #1 02-10 / \$16.84	\$11,775.00	Less than Half	Less than P/T	1/25/2010
12215	Service, Ronald 02-7 / \$15.49	Van Driver #2 02-8 / \$15.49	\$11,775.00	Less than Half	Less than P/T	9/4/2012
	N/A / \$20.85	Program Coord - Peer to Peer N/A / \$20.85	\$21,684.00			
	02-00 / \$13.19	Van Driver #5 - Per Diem N/A / \$13.19	\$3,925.00			
	02-00 / \$13.19	Van Driver #6 - Per Diem N/A / \$13.19	\$3,925.00			
			<b>9</b>			
			<b>\$160,998.00</b>			

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

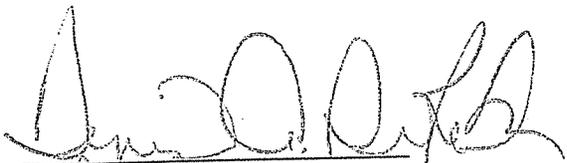
PRIOR YEAR EXPENDITURES AND REQUEST FOR 2020 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Veterans Services - Peer to Peer Support Services  
 BUDGET ACCOUNT CODE: A.6510 0125

OBJECT CODES	2018 EXPENDITURES	2019 ADOPTED	2019 AMENDED	2020 DEPARTMENT REQUESTS
100's PERSONAL SERVICES		\$0.00	\$21,684.00	\$21,684.00
200's EQUIPMENT		\$0.00	\$2,000.00	\$0.00
400's CONTRACTUAL		\$0.00	\$18,950.00	\$80,842.00
800's EMPLOYEE BENEFITS		\$0.00	\$3,653.76	\$3,761.00
TOTALS		\$0.00	\$46,287.76	\$106,287.00

2018 REVENUES	2019 ADOPTED REVENUES	2019 AMENDED REVENUES	2020 DEPARTMENT REQUESTS
\$0.00	\$0.00	\$46,287.76	\$106,287.00

SIGNED:   
 DEPARTMENT HEAD  
 TITLE: Director  
 DATE: 9/15/19

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2018 Actual Amount	2019 Adopted Budget	2019 Amended Budget	2019 Actual Amount	2020 Departmental Request
Fund A - General						
REVENUE						
Department 6510 - Veterans Services						
Sub Department 0125 - Peer to Peer Support Services						
State Aid						
3711	Peer to Peer Support Services	.00	.00	46,287.76	.00	106,287.00
	State Aid Totals	\$0.00	\$0.00	\$46,287.76	\$0.00	\$106,287.00
		\$0.00	\$0.00	\$46,287.76	\$0.00	\$106,287.00
	Sub Department 0125 - Peer to Peer Support Services Totals	\$0.00	\$0.00	\$46,287.76	\$0.00	\$106,287.00
	Department 6510 - Veterans Services Totals	\$0.00	\$0.00	\$46,287.76	\$0.00	\$106,287.00
	REVENUE TOTALS	\$0.00	\$0.00	\$46,287.76	\$0.00	\$106,287.00

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2018 Actual Amount	2019 Adopted Budget	2019 Amended Budget	2019 Actual Amount	2020 Departmental Request
<b>Fund A - General</b>						
<b>EXPENSE</b>						
Department <b>6510 - Veterans Services</b>						
Sub Department <b>0125 - Peer to Peer Support Services</b>						
<i>Personal Services</i>						
130	Salaries - Part Time	.00	.00	21,684.00	2,465.95	21,684.00
	<i>Personal Services Totals</i>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$21,684.00</u>	<u>\$2,465.95</u>	<u>\$21,684.00</u>
<i>Equipment</i>						
220	Office Equipment	.00	.00	2,000.00	.00	.00
	<i>Equipment Totals</i>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<i>Contractual Expense</i>						
410	Supplies	.00	.00	500.00	6.91	1,000.00
422	Repair/Maint-Equipment	.00	.00	.00	.00	1,500.00
423	Telephone	.00	.00	500.00	45.58	1,500.00
424	Postage	.00	.00	1,000.00	.00	1,000.00
426	Subscriptions	.00	.00	150.00	.00	100.00
427	Memberships & Dues	.00	.00	200.00	.00	100.00
428	Data Processing & Internet Fees	.00	.00	200.00	.00	54.00
436	Advertising Fees	.00	.00	10,000.00	2,351.10	10,000.00
439	Misc Fees & Expenses	.00	.00	900.00	.00	588.00
442	Automotive - Gas & Oil	.00	.00	500.00	.00	500.00
444	Travel/Education/Conference	.00	.00	5,000.00	268.44	3,000.00
470	Contract	.00	.00	.00	.00	61,500.00
	<i>Contractual Expense Totals</i>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$18,950.00</u>	<u>\$2,672.03</u>	<u>\$80,842.00</u>
<i>Employee Benefits</i>						
810	Retirement	.00	.00	1,994.93	.00	2,103.00
830	Social Security	.00	.00	1,344.41	152.89	1,344.00
831	Medicare Contribution	.00	.00	314.42	35.75	314.00
	<i>Employee Benefits Totals</i>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,653.76</u>	<u>\$188.64</u>	<u>\$3,761.00</u>
	<b>Sub Department 0125 - Peer to Peer Support Services Totals</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,287.76</u>	<u>\$5,326.62</u>	<u>\$106,287.00</u>
	<b>Department 6510 - Veterans Services Totals</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,287.76</u>	<u>\$5,326.62</u>	<u>\$106,287.00</u>
	<b>EXPENSE TOTALS</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,287.76</u>	<u>\$5,326.62</u>	<u>\$106,287.00</u>

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2018 Actual Amount	2019 Adopted Budget	2019 Amended Budget	2019 Actual Amount	2020 Departmental Request
Fund	A - General Totals					
	REVENUE TOTALS	\$0.00	\$0.00	\$46,287.76	\$0.00	\$106,287.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$46,287.76	\$5,326.62	\$106,287.00
		\$0.00	\$0.00	\$0.00	(\$5,326.62)	\$0.00
Fund	A - General Totals					
	Net Grand Totals					
	REVENUE GRAND TOTALS	\$0.00	\$0.00	\$46,287.76	\$0.00	\$106,287.00
	EXPENSE GRAND TOTALS	\$0.00	\$0.00	\$46,287.76	\$5,326.62	\$106,287.00
	Net Grand Totals	\$0.00	\$0.00	\$0.00	(\$5,326.62)	\$0.00

## **RESOLUTION REQUEST FORM NO. 3**

### ***Request for New Contract***

**DEPARTMENT NAME:** Veterans' Services

**DATE:** 9/17/2019

- (a) Is this a Result of a Bid or Request for Proposal?  
**No. Only company allowing both web-based and direct electronic submission.**
- (b) Purpose of Contract:  
**Purchase of web-based Veteran Data Management System**
- (c) Name of Contractor:  
**Panoramic VetPro Inc.**
- (d) Address of Contractor: **32932 Pacific Coast Highway #14-482  
Dana Point, CA 92629**
- (e) Contractor's Contact Person and Telephone Number:  
**Jay Joyce, Director of Business Dev. 714-600-9393 or main: 877-558-8526**
- (f) Has or will the Contract be provided, if so, please attach:  
**No contract just Terms of Service Agreement**
- (g) Commencement Date of Contract:  
**11/01/2019**
- (h) Termination Date of Contract:  
**Upon 30 day written notice by either party**
- (i) Payment Provisions: i) lump sum amount **\$4995.00**  
ii) hourly rate amount  
iii) total amount not to exceed  
iv) how will payments be made (i.e. monthly, quarterly,  
upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\*  
and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and  
Amount:**

**Unknown for startup, however, 2-annual license fees have been budgeted in FY 2020**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

**RESOLUTION REQUEST FORM NO. 10**

**Request for Transfer of Funds**

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Veterans' Services

SIGNED: 

DATE: 9/27/19

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.6510 130	Salaries-Part Time	A.6510 470	Contract	4995.00

Please state reason for transfers requested:

**CONTINGENT FUND TRANSFER REQUESTS**

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request: To purchase a web-based Veterans Data Management System before current contract runs out January 2019.

Please file original request with Clerk of the Board and retain copy for your records.



# Quote

Panoramic VetPro Inc.

Date: August 19, 2019  
 Invoice #: WARR-NY  
 Customer ID: WARR-NY

To: Denise A. DiResta  
 Director/CSVSO  
 Warren County Veterans' Services  
 1340 State Route 9  
 Lake George, NY 12845

(518) 761-6342

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Quote Date
Jay Joyce	WARR-NY	N/A	N/A	TBD	Net 30	TBD

Qty	Item	Description	Unit Price	Discount	Line Total
1.00		Initial Setup	\$ 2,995.00		\$ 2,995.00
2.00		VetPro National User Annual License Fee	\$ 1,000.00		\$ 2,000.00
1.00		Data Conversion & Migration	\$ 5,495.00	\$ 5,495.00	

Total Discount \$ 5,495.00  
 Subtotal \$ 4,995.00  
 Sales Tax  
 Total \$ 4,995.00

Make all checks payable to Panoramic VetPro Inc.

Thank you for your business!

32932 Pacific Coast Highway #14-482, Dana Point, CA, (877) 558-8526, E-mail billing@panosoff.com

# SUBSCRIBER AND TERMS OF USE AGREEMENT FOR "VETPRO" SAAS APPLICATION

1. **READ THIS:** This Terms of Use Agreement ("Agreement" or "Terms of Use") is made by and between Panoramic VetPro, Inc. (hereinafter "Company"), a California corporation, with offices at 32932 Pacific Coast HWY, STE 14-482, Dana Point, CA 92629, and you, the user as the authorized representative of the entity, agency, or contracting party for which you access Company's websites on behalf of ("you", "your", "End User" or "User").

This Agreement contains the complete terms and conditions that govern the use of the Company's website(s) ("Website" or "Websites" or "Site"). **BY CLICKING THE "AGREE AND ACCEPT" BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, OR OTHER COMPANY SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE "SERVICES"), YOU AGREE THAT BOTH YOU AND ANY ENTITY OR AGENCY, GOVERNMENTAL OR OTHERWISE, THAT YOU REPRESENT OR ACCESS THE SERVICES ON BEHALF OR AT THE INSTRUCTION OF, HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.**

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE. COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY'S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.**

**COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY'S DISCRETION. YOUR CONTINUED USE OF ANY PART OF THE WEBSITES OR ANY SERVICE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES TO THIS AGREEMENT. YOU SHOULD REVIEW THIS AGREEMENT PERIODICALLY TO DETERMINE IF ANY CHANGES HAVE BEEN MADE. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO <https://panosoft.com/terms-of-use/>**

2. **ACCESS TO THIS SITE.** To access this Site, Site resources, links or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide will be correct, current, and complete. If

Company believes the information you provide is not correct, current, or complete, Company has the right to deny access to this Site, or to any of its resources, and to terminate or suspend your access at any time.

2.1. Subscription. Your subscription to Company's Websites is subject to the membership plan as detailed on the invoice sent to you by Company and will automatically renew until terminated. Company may offer a number of membership plans, including special promotional plans. To access this Site, Site resources, links or other content, you must have internet access, a device capable of running the Company Websites, and provide Company with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time.

2.2. Billing and Cancellation.

2.2.1. Billing. The subscription fee for the use of Company's Websites or any other charge you may incur in connection with your use of the Websites or service contained therein, such as taxes and possible transaction fees, will be charged on an annual basis to your Payment Method on or around the anniversary of the Effective Date until your subscription is cancelled. Subscription fees are fully earned upon payment. In the event that you provide a Payment Method that is declined or no longer available to Company for payment of your subscription fee, you shall remain responsible for any uncollected amounts. If payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, Company may suspend your access to the service until Company have successfully charged a valid Payment Method.

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3. **APPLICABLE USE OF SITE**. All Users must abide by this Agreement. If a User fails to follow any of the terms or conditions of this Agreement or any other applicable guidelines and/or

rules of behavior, Company can immediately suspend and/or discontinue your ability to use the Site. In addition, Company has the right to delete any piece of content or material, comment, as well as any topic or profile that the Website finds objectionable, in its sole reasonable discretion. You alone are totally responsible for any activity that takes place on the Company's Websites under your Website account. If you become aware of any unauthorized use of your username and/or password, it is your responsibility to notify the Company immediately. It is up to you to maintain the confidentiality of your password and username.

4. **NO CO-BRANDING OR FRAMING.** You may not use or authorize any party to co-brand or frame any Company Websites without the express prior written permission of an authorized representative of Company in each instance. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site. For purposes of these Terms of Use, "framing" refers to displaying any Company webpage within a bordered area of another website, regardless of whether the address of the originating Company Website is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately upon notice from Company.

5. **NO UNLAWFUL ACCESS.** You agree that you will not use Company's Websites in any manner that could in any way disable, overburden, damage, or impair the Websites or otherwise interfere with any other party's use and enjoyment of the Websites. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Websites.

6. **USE LIMITATION.** You agree not to, without the express prior written consent of Company: (a) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Content or any service provided by the Site that you do not own, (b) use the Content or any services provided by the Site that you do not own, or (c) provide access to the Content or any service provided by the Site that you do not own.

7. **PROPRIETARY INFORMATION.** All content found on the Company Websites (the "Content") is considered the copyrighted and trademarked intellectual property of Company, or of the party that created and/or licensed the Content to Company. No rights or title to any of the Content contained on any Company Website shall be considered transferred or assigned to the User at any time. Subject to all applicable laws, you agree that you will not copy, distribute, republish, modify, create derivative works of, or otherwise use the Content in any unauthorized way, without the prior written consent of Company in each instance, except that you may print

out and/or save one copy of your Content.

8. **SUBMISSIONS**. As a User, you may be able to upload and post a great variety of content, including but not limited to text, audio, video, photographs, graphics, and other materials (“Content”). This means that you have sole responsibility, and not the Company, for all Content that you upload, post, email, transmit, or otherwise make available through the Case Management Services, and to make sure that you are in compliance with the proper Use of the Case Management Services as set forth in Section 10 of the Agreement relating to such Content. Any Content that you write, post, upload, or link to on a Company Website is entirely your responsibility. The Company shall have no liability of any kind with respect to any Content posted by you or other Users through the Case Management Services. You agree that you must assess and bear all risks associated with your use of any Content. In this regard, you may not rely on any Content created by other Users or otherwise created, distributed, and displayed on any part of the Case Management Services. The Website does not control or monitor the Content posted via the Case Management Services and, as such, does not guarantee the accuracy, integrity, or quality of such Content. You hereby grant Company a perpetual, world-wide, royalty free, license to use your Content to the extent necessary to provide the Case Management Services. In using your Content in providing the Case Management Services to you, Company will take reasonable efforts to keep all Content confidential.

9. **THIRD-PARTY WEBSITES**. The Website may provide, or other parties including Website Users may provide, links to other World-Wide Websites or resources which are not maintained by, or related to, the Website. Links to such sites are provided as a service to our Users and are not sponsored by, endorsed, or otherwise affiliated with the Website or the Company. The Website has no control over these sites and any content thereon and makes no representations or warranties about the content, completeness, quality or accuracy of any such third-party website. Therefore, you acknowledge and agree that the Website is not responsible for the availability of such links, and that the Website and the Company do not endorse and are not responsible or liable for any content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that the Website and the Company are not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been caused by or in relation to the use of any content, goods, or services offered through these links or any failures and/or disruption to your computer system that may result from your use of any such links, or for any intellectual property or other third party claims relating to your posting or using such links. YOU AGREE THAT IF THE WEBSITE REQUESTS YOU TO DISABLE ANY LINK YOU HAVE POSTED, AND IF YOU FAIL TO DO SO WITHIN 24 HOURS

AFTER RECEIVING THE REQUEST TO DISABLE, THE WEBSITE HAS THE RIGHT TO DISABLE THE LINK WITHOUT ANY FURTHER NOTICE TO YOU.

10. **USE OF COMPANY SERVICES.** Company's Websites may contain data storage and collection forms, data organization materials, case management materials, forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, "Case Management Services"). You agree to use the Case Management Services only to post, send, and receive content and messages that are considered proper and related to the particular Case Management Service. Among other actions, when using a Case Management Service, you agree that you will not post, send, submit, publish, or transmit in connection with this Site, or cause to be posted, sent, submitted, published or transmitted, any material that:

- (i) you do not have the right to post, including without limitation any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);
- (ii) advocates or could reasonably serve to encourage, either directly or indirectly, any illegal or immoral activity, or discusses an intent to commit an illegal act or violate any law, rule, or regulation;
- (iii) is vulgar, obscene, pornographic, incendiary, or indecent;
- (iv) threatens or abuses others;
- (v) is libelous or defamatory towards others;
- (vi) is racist, abusive, harassing, threatening or offensive;
- (vii) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
- (viii) harvests or otherwise collects information about others, including e-mail addresses, financial information or other personally identifying information, without their prior express consent in each instance;
- (ix) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;

(x) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);

(xi) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;

(xii) solicits funds, advertisers or sponsors for any purpose;

(xiii) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications device;

(xiv) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real-time activities via this Site;

(xv) amounts to a pyramid or other like scheme, including without limitation contests, chain letters, and surveys;

(xvi) disobeys any policy or regulations including any code of conduct or other guidelines established from time to time regarding the use of this Site and/or any networks connected to this Site; or

(xvii) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the Case Management Service may be subject to posted limits on use, reproduction, and/or dissemination, and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Company nor any third party that provides Content to Company will assume or have any liability for any action made by Company or such third party with respect to any submission.

You acknowledge that the Website may or may not pre-screen materials uploaded to the Case Management Service or Site, yet the Website and its designees shall have the right, but not the

obligation, in its sole discretion, to pre-screen, refuse, remove, or delete any Content that violates this Agreement or is otherwise objectionable as determined by the Website in its sole discretion.

The Website reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Case Management Services (or any part thereof) with or without notice. You agree that the Website will not be liable to you or any third party for any modification, suspension, or discontinuance of the Case Management Services.

**WHILE THE WEBSITE EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT, AND THAT YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK, AND THAT THE WEBSITE SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT.**

**YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF CASE MANAGEMENT SERVICES VIOLATES ANY OF THE ABOVE CODES OF CONDUCT, THE WEBSITE CAN SUSPEND AND/OR TERMINATE YOUR USE OF THE WEBSITE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.**

11. **RIGHT TO TERMINATE ACCESS.** Company reserves the right to monitor use of this Site to determine compliance with these Terms of Use, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at its sole discretion. Company reserves the right to terminate your access to any or all of the Case Management Services at any time without notice for any reason whatsoever.
12. **DISCLOSURE UNDER LAW.** Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Company may preserve and store your account information and Content if it believes in good faith that such preservation is necessary to comply with legal processes, respond to claims that the Content violates the rights of third parties, or to protect the rights, property or personal safety of the Website, its Users or the public.
13. **PERSONALLY IDENTIFIABLE INFORMATION.** Personal and certain other information is subject to the Website's Privacy Policy. As a condition of using the Communication Services you agree to the terms of the Privacy Policy, as it may be changed from time to time. Our Privacy Policy, which is incorporated herein by reference, is located at <https://panosoft.com/privacy-policy/>.

You agree that your use of any Communications Service is subject to the Privacy Policy.

14. **DISCLAIMER & LIMITATIONS ON LIABILITY**. You understand that Company cannot and does not guarantee or warrant that files available for downloading from the Company Websites will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to your computer(s) or network(s). You acknowledge that you will be solely responsible for implementing sufficient procedures and checkpoints to protect your computer(s) and network(s), and that you will maintain adequate means of backup of your personal data, external to this Website. Company further disclaims any responsibility to ensure that the Content located on its Websites is necessarily complete and up-to-date.

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**COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF COMPANY HAS BEEN**

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. ALL CLAIMS MADE BY YOU HEREUNDER MUST BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR FOREVER BE BARRED.

15. **INDEMNITY.** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS’ FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS SITE.
16. **TRADEMARKS AND COPYRIGHTS.** Trademarks, service marks, logos, trade names, and copyrighted works (hereinafter, “Intellectual Property”) appearing on this Site are the property of Company or the party that provided the Intellectual Property to Company. Company and any party that provides Intellectual Property to Company retain all rights with respect to any of their respective Intellectual Property appearing in this Site and do not transfer at any time to user and/or any other third party. All contents of Company’s Websites are: Copyright © 2018 Panoramic VetPro, Inc.
17. **COPYRIGHT INFRINGEMENT.** If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Company’s copyright agent (as

designated herein) all of the written information specified below. Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed. Please include the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site, including the current Website address;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, and/or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Company's Copyright Agent for notice of claims of copyright infringement on its Websites can be reached as follows:

Copyright Agent:

Office of General Counsel Panosoft Systems Attn: Copyright Agent,  
170 West Tasman Drive, San Jose, CA 95134  
e-mail: DMCAagent@panosoft.com

18. **SECURITY**. Any passwords used for the Company Websites are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, Company may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms of Use. Company reserves the right to fully cooperate with any law enforcement authorities or court

order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

**BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.**

19. **DISPUTES.** If there is any dispute about or involving these Terms of Use, the Company Websites, Company services, and/or any Case Management Services, you agree that any dispute shall be governed by the laws of the State of California, notwithstanding any principles of conflicts of law. You specifically consent to personal and exclusive jurisdiction by and venue in the State and Federal courts of California in connection with any dispute between you and Company arising out of or involving this Agreement, the Website and/or any Case Management Services.

#### 20. MISCELLANEOUS

21. If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or use of Company's Websites.

22. These Terms of Use constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Company with respect to Company's Websites. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website or any of its Services.

Company may revise these Terms of Use at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Website after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.

23. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Company must be in writing and signed by an authorized representative of the Company.

24. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Please report any violations of this Agreement to the Company [support@panosoft.com](mailto:support@panosoft.com) If you have any questions regarding this Agreement, please contact us at [support@panosoft.com](mailto:support@panosoft.com) .

This Terms of Use Agreement was last revised on 4-9-19

#### **SUPPORT**

[support@panosoft.com](mailto:support@panosoft.com)

[1.877.558.8526](tel:18775588526) ext. 1

#### **CONTACT**

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