

ORIGINAL

AGREEMENT FOR SERVICES #210-S1210
AMENDMENT I
Software Services for Public Housing Authority

THIS AMENDMENT I to that Agreement for Services #210-S1210, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and HAPPY Software, Inc., a New York corporation, duly qualified to conduct business in the State of California, whose principle place of business is 11 Federal Street, Saratoga Springs, NY 12866 and whose Agent for Service of Process is CT Corporation Systems, 818 W Seventh St., Los Angeles, CA 90017; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide software upgrade, maintenance, and support for Housing Pro and additional software or support services on an "as requested" basis for the Department of Human Services, Public Housing Authority in accordance with Agreement for Services #210-S1210, dated October 19, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the Department of Human Services has been reorganized and is now known as Human Services, a Department of the Health and Human Services Agency; and

WHEREAS, all reference in the Agreement to the Department of Human Services or DHS shall be deemed to refer to Human Services, a Department of the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Services, ARTICLE III – Compensation, ARTICLE XVIII – Notice to Parties, and ARTICLE XXXII – Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXIII – No Third Party Beneficiaries**.

NOW, THEREFORE, the parties do hereby agree that Agreement for Services #210-S1210 shall be amended a first time as follows:

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ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel, services and equipment necessary to perform data migration, installation and set-up, training and user licenses for the upgrade of the current HAPPY software used by the Public Housing Authority to Housing Pro in accordance with Exhibit "A", marked "Purchase Agreement Housing Pro Upgrade" and Exhibit "C", marked "Additional Modules", incorporated herein and made by reference a part hereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Individual not to exceed amounts for each task shall be in accordance with Exhibit "A", marked "Purchase Agreement Housing Pro Upgrade" and Exhibit "C", marked "Additional Modules", incorporated herein and made by reference a part hereof. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered. Travel reimbursement shall be made in accordance with Exhibit "B", marked "Board of Supervisors Travel Policy D-1", incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$32,210.

ARTICLE XXVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: SARAH DESTEFANO, HOUSING PROGRAM COORDINATOR

or to such other location as County directs with a copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

HAPPY SOFTWARE, INC
11 FEDERAL STREET
SARATOGA SPRINGS, NY 12866
ATTN: JOE MARIANNI, PRESIDENT

or to such other location as Contractor directs.

ARTICLE XXXII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Sarah DeStefano, Housing Program Coordinator, Health and Human Services Agency, or successor.

ARTICLE XXXIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

Except as herein amended, all other parts and section of that Agreement #210-S1210 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Sarah DeStefano
Sarah DeStefano, Housing Program Coordinator
Health and Human Services Agency

Dated: 7/19/2022


REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #210-S1210 on the dates indicated below.


-- COUNTY OF EL DORADO --

By: 
 Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

Dated: 8/1/12

-- CONTRACTOR --

HAPPY SOFTWARE, INC
A NEW YORK CORPORATION

By: 
Joe Mastrianni, President
"Contractor"

Dated: 7/27/2012

By: 
~~Corporate Secretary~~ Operations Manager

Dated: 7/27/12

ABH



Exhibit "C"

11 Federal Street • Saratoga Springs, NY 12866
518-584-4668 • 888-GT-HAPPY • Fax: 518-584-5388
www.happysoftware.com

July 11, 2012

El Dorado County Public Housing Authority
El Dorado County Department of Human Services
3057 Briw Road, Suite A
Placerville, CA 95667

Purchase Agreement Additional Modules

I, of the El Dorado County Public Housing Authority am authorized and agree to purchase from HAPPY Software, Inc. the products and services listed below.

HAPPY Software

Item	Price	Quantity	Price
Payments - HP	\$720.00	1	\$720.00
1099s & Payment History - HP	\$720.00	1	\$720.00
Total HAPPY Software:			\$1,440.00

HAPPY Support

Item	Price	Quantity	Price
Payments for 1 Year - HP	\$400.00	1	\$400.00
1099s & Payment History for 1 Year - HP	\$400.00	1	\$400.00
AssistanceCheck - Online Tenant Portal Support and Licensing for 1 Year - HP	\$900.00	1	\$900.00
AssistanceCheck - Online Owner Portal Support and Licensing for 1 Year - HP	\$300.00	1	\$300.00
Total HAPPY Support:			\$2,000.00



Services

Item	Price	Quantity	Price
Custom Programming (per hour)* - Custom Payment Export: <ul style="list-style-type: none"> - Export to Excel based on the spreadsheet tab (HAPCV1-0512) without header information. The export would exclude Escrow Payments. Vendor Suffix and Single Check Flag would be UDF fields on the Accounting Contact record. - Printed Balance Report with the information on HAP 0512 (will create a mock up of the report before final programming is completed). Escrow Payments are will be included on the Balance Report. - Development (20 hours) - Assessment, Testing & Delivery (5 hours) 	\$200.00	25	\$5,000.00
Internet-based Training (per hour)* <ul style="list-style-type: none"> - Payments (1 hour) - 1099s (1 hour) 	\$125.00	2	\$250.00
Project Management - AssistanceCheck (per hour) <ul style="list-style-type: none"> - Applicant Portal (2 hrs) - Tenant Portal (4 hrs) - Owner Portal (2 hrs) 	\$200.00	8	\$1,600.00
Internet-based Training - AssistanceCheck (per hour) <ul style="list-style-type: none"> - Applicant Portal (2 hours) - Tenant Portal (2 hours) - Owner Portal (2 hours) 	\$150.00	6	\$900.00
Internet-based Follow Up Training (per hour)* <ul style="list-style-type: none"> - Scheduled approx 30 days after implementation 	\$125.00	2	\$250.00
Total Services:			\$8,000.00

Discount

Item	Price	Quantity	Price
Courtesy Discount <ul style="list-style-type: none"> - Valid Until 07/31/2012 	-\$440.00	1	-\$440.00
Total Discount:			-\$440.00



Total Due:	\$11,000.00
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Notes and Conditions

- * Custom Programming prices based on specifications provided. Any changes to specifications that results in additional programming time will be billed at our standard custom programming rate. Agency shall have 30 days from the date of delivery of the custom software to test and evaluate. If the custom software does not meet the functional specifications agreed upon, Agency shall provide HAPPY with written notice stating the discrepancies to be repaired. Estimated time for delivery is 4 to 6 weeks from contract signing. El Dorado County must provide HAPPY with the breakdown of the accounts on the HAP0512 Worksheet Summary Section.
- * Additional training time will be billed at the hourly rate.
- * Follow-up training must be completed within 30 days of implementation.
- * WaitListCheck Status System must have active support contract to have access to AssistanceCheck Applicant Portal.
- * AssistanceCheck not currently available. Expected release is 8/1/2012 (subject to change)

The pricing on this Purchase Agreement is valid until 7/31/2012.

Payment Terms are Net 30 days after delivery.

This agreement is subject to the terms and conditions of the HAPPY Software License and Definition of Support, and is final and binding unless cancelled in writing within 10 days of signing. Additional terms are not accepted. Purchaser is responsible for any applicable sales and use tax.

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AGREEMENT FOR SERVICES 210-S1210

Software Services for Public Housing Authority

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and HAPPY Software, Inc., a New York corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11 Federal Street, Saratoga Springs, NY 12866 and whose Agent for Service of Process is C T Corporation System, 818 W Seventh St., Los Angeles, CA 90017, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide software upgrade, maintenance and support for Housing Pro and additional software and/or support services on an "as requested" basis for the Department of Human Services, Public Housing Authority; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel, services and equipment necessary to perform data migration, installation and set-up, training and user licenses for the upgrade of the current HAPPY software used by the Public Housing Authority to Housing Pro in accordance with Exhibit "A", marked "Purchase Agreement Housing Pro Upgrade", incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date thereof, unless terminated earlier pursuant to the provisions of Article XV herein..

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Individual not to exceed amounts for each task shall be in accordance with Exhibit "A", marked "Purchase Agreement Housing Pro Upgrade", incorporated herein and made by reference a part hereof. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered. Travel reimbursement shall be made in accordance with Exhibit "B", marked "Board of Supervisors Travel Policy D-1", incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$21,210.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County and the State.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

ARTICLE VIII

Accounting Systems and Financial Records: Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and all current revisions of OMB Circular A-87. More particularly, Contractors are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein. Contractor must obtain written approval from DHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of OMB Circular A-87. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

ARTICLE IX

Annual Audit: Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any entity that receives a total of \$500,000 or more per year in federal funds for the purposes of carrying out federal programs must complete an annual audit. The funding threshold is aggregate funds from all sources. Contractor shall mail a certified copy of said completed annual audit to County's Department of Human Services at the address listed in Agreement's "Notice to Parties" article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the DHS address listed in agreement's "Notice to Parties" article. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the LSA issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR (e-CFR) is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Availability of Funds: This Agreement is valid and enforceable only if sufficient funds are made available to the States by the United States government and those funds are released by the State to the County for services to be provided under this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

The County's obligation for payment of any Agreement beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the county shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

ARTICLE XII

Non-Discrimination Clause: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, medical condition (cancer), age, (over 40), marital status, and denial of family care leave. Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

Contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of

Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

ARTICLE XIII

Confidentiality and Information Security Provisions: Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

- (1) **Permitted Uses and Disclosures.** Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- (2) **Specific Uses and Disclosures provisions.** Except as otherwise indicated in the Agreement, Contractor shall:
 - (a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - (b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by Contractor by (1) shredding, (2) erasing or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

- (1) **Contractor agrees to safeguards:**
 - (a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and

- (b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - (c) Contractor shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- (2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (a) Network based firewall and/or personal firewall; and
 - (b) Continuously updated anti-virus software; and
 - (c) Patch-management process including installation of all operating system/software vendor security patches.
 - (3) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.
 - (4) Agents and Subcontractors of Contractor. To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
 - (5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

ARTICLE XIV

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XV

Termination:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within thirty (30) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.
- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination:** This Agreement may be terminated in accordance with Exhibit "A" marked "Purchase Agreement Housing Pro Upgrade" under the "Software Use License" Termination clause.

ARTICLE XVI

Compliance with all Federal, State and Local Laws and Regulations: Contractor shall comply with all federal, state and local laws, including but not limited to the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Department of Human Services.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety, and to fire, safety and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies, and shall maintain these throughout the term of the Agreement.

ARTICLE XVII

Debarment and Suspension Certification: By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76, and Contractor further certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
- B. Have not, within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not, within the three-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein in all lower tier or subrecipient covered transactions and in all solicitations for lower tier or subrecipient covered transactions in accordance with 45.C.F.R. Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State governments, County may immediately terminate this Agreement for cause or default.

ARTICLE XVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: SHARON ERWIN, STAFF SERVICES ANALYST II

or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

HAPPY SOFTWARE, INC
11 FEDERAL STREET
SARATOGA SPRINGS, NY 12866
ATTN: JOE MASTRIANNI, PRESIDENT

or to such other location as the Contractor directs.

ARTICLE XIX

Indemnity: The Contractor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XX

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California. Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing the grant activity(ies) or any part of it.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.

- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public office or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

ARTICLE XXIV

Nonresident Withholding (Form 588): All independent Contractors providing services to the County who are not California residents must file a State of California Form 588 certifying County's exemption from withholding where applicable; where not applicable, Contractor will indemnify and hold the County harmless for any action taken by the California Franchise Tax Board. The Contractor

will be required to submit a Form 588 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement where applicable. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXV

Access to Records: Contractor shall provide access to the Federal, State, County or Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions requirements, until so corrected.

ARTICLE XXVI

Taxpayer Identification Number (Form W-9): All independent Contractors or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXVII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Sharon Erwin, Staff Services Analyst II, Department of Human Services, or successor.

ARTICLE XXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

Venue: Any dispute resolution action rising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: Sharon Erwin Dated: 10/4/11
Sharon Erwin, Staff Services Analyst II
Department of Human Services

Requesting Department Concurrence:

By: Daniel Nielson Dated: 9-28-2011
Daniel Nielson, Director
Department of Human Services

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement 210-S1210 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

Dated: 10/19/11

-- CONTRACTOR --

HAPPY SOFTWARE, INC
A NEW YORK CORPORATION

By: 
Joe Mastrianni, President
"Contractor"

Dated: 10/11/11

By: 
Corporate Secretary

Dated: 10/11/11



11 Federal Street • Saratoga Springs, NY 12866
 518-584-4668 • 888-GT-HAPPY • Fax: 518-584-5388
 www.happysoftware.com

September 9, 2011

Ms. Sharon Erwin, Staff Analyst II
 El Dorado County Public Housing Authority
 El Dorado County Department of Human Services
 3057 Briw Road, Suite A
 Placerville, CA 95667

Purchase Agreement Housing Pro Upgrade

HAPPY Software

Item	Price	Quantity	Price
HAPPY to Housing Pro Upgrade (per user) Includes: - Housing Pro Modules (for currently licensed HAPPY modules) - Required FileMaker® 11 Licenses	\$500.00	7	\$3,500.00
HAPPY to Housing Pro Server Upgrade Includes: - Required FileMaker 11 Server License - Server Setup	\$1,500.00	1	\$1,500.00
HAPPY to Housing Pro Tablet Upgrade (per tablet) Includes: - Required Licenses for Mobile Inspections Tablet PCs/iPads	\$250.00	2	\$500.00
WaitListCheck - Online Application Collection - HP	\$300.00	1	\$300.00
WaitListCheck - Online Applicant Status - HP	\$300.00	1	\$300.00
iDIA System - HP (Integrated Document Imaging Archive)	\$2,995.00	1	\$2,995.00
Total HAPPY Software:			\$9,095.00



HAPPY Support

Item	Price	Quantity	Price
Housing Pro Support - Existing HAPPY support contract will be transferred to cover Housing Pro (expires 1/31/11). Includes: - Waiting List - Occupancy - FileMTCS - TARs - Inspections - Mobile Inspections - FSS Pro - Custom Forms	No Charge	1	\$0.00
WaitListCheck - Online Application Collection System Support and Web Hosting for 1 Year - HP	\$750.00	1	\$750.00
WaitListCheck - Online Applicant Status System Support and Web Hosting for 1 Year - HP	\$750.00	1	\$750.00
iDIA System for 1 Year - HP	\$795.00	1	\$795.00

Total HAPPY Support: \$2,295.00

Services

Item	Price	Quantity	Price
Data Migration from HAPPY to Housing Pro - Test & Final Conversion - Configuration of Agency & Setup Data	\$1,250.00	1	\$1,250.00
Remote Installation & Setup (per hour)	\$125.00	2	\$250.00
On-site Initial Training (per day) - 1 HAPPY Trainer for 3 days	\$1,250.00	3	\$3,750.00
Internet-based Follow Up Training (per hour) - Scheduled approx 30 days after implementation - Review of Sticking Points (2 hrs) - Assistance with Initial PIC Submission (1 hr) - Assistance at WaitListCheck Opening (1 hr) - iDIA Setup and Review (2 hrs)	\$125.00	6	\$750.00
Project Management Services (per hour) - Review project plan and responsibilities - Pre-installation Setup	\$150.00	8	\$1,200.00
Custom Form Migration (per 8.5 x 11 page) - OCCForm (4 pages) - Additional Forms Charged at \$25 per page	\$25.00	4	\$100.00
Letterhead Scan	No Charge	1	\$0.00
Laptop Lab (per lab)	\$300.00	1	\$300.00

Total Services: \$7,600.00

Expenses

Item	Price	Quantity	Price
Travel Time (per day)	\$600.00	1	\$600.00



Airfare - based on 21-day advance notice, no Saturday stay (will be billed at actual cost)	\$495.00	1	\$495.00
Lodging (per night) based on GSA rates	\$125.00	4	\$500.00
Rental Car, Gas, Tolls, Parking (per day)	\$85.00	5	\$425.00
Meals and Incidentals (per day) based on GSA rates	\$40.00	5	\$200.00
Total Expenses:			\$2,220.00

Total Due:	\$21,210.00
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Notes and Conditions

- * Conversion requires data to be provided in within the timeframe outlined on the project schedule.
 - * This quote does not include hardware. Please see HAPPY's Hardware Recommendations Fact Sheet.
 - * Use of date/time ranking with WaitListCheck is prohibited when opening lists for a limited period of time.
 - * Please see HAPPY Software's published Fact Sheets for specifications of software to be provided.
- These Fact Sheets shall be the baseline for all acceptance testing.

Payment Terms:

- 10% due upon completion of Test Conversion
- 40% due upon completion of Initial Training
- 50% due upon completion of Follow Up Training (Max 30 Days)

The pricing on this Purchase Agreement is valid until 9/28/2011.

Payment Terms are Net 30 days after delivery.

This agreement is subject to the terms and conditions of the HAPPY Software License and Definition of Support, and is final and binding unless cancelled in writing within 10 days of signing. Additional terms are not accepted.

Purchaser is responsible for any applicable sales and use tax.



Software Use License

PLEASE READ CAREFULLY

Definitions

- (i) "Activation Code" means the code provided or reissued by HAPPY Software, Inc. (HAPPY) that permits Use of the Software and for which the Agency has paid the appropriate fees.
- (ii) "Agency" means a Housing Authority as defined by the U.S. Department of Housing and Urban Development or HUD.
- (iii) "Content" means all data, text, images, documents, and any other information or materials uploaded by or on behalf of you in connection with your use of the Software.
- (iv) "Purchase Agreement" means the HAPPY document that specifies the Software licensed to the Agency.
- (v) "Information" means personally identifiable information.
- (vi) "Installed User" means the number of active users registered in the software. An Agency's permitted number of Installed Users is set forth on the Purchase Agreement.
- (vii) "Licensee" collectively refers to the Agency, the Installed Users using the Software, and any third party who interacts with the Software as a result of such party's relationship with or connection to you.
- (viii) "Service Term" means the period of time for which you have elected to pay for and/or use a Service.
- (ix) "Software" collectively means the current version of the listed modules of Software of proprietary HAPPY product(s) or services hosted by HAPPY designated on the Purchase Agreement.
- (x) "Use" means that the Software is either loaded in the temporary memory of a computer or installed in the permanent memory of a computer.

Using the Software binds you to the terms of this Software Use License. If Licensee does not agree to the terms of this License, Licensee must not install, copy, download, access or Use the Software, and Licensee must promptly notify HAPPY in writing. HAPPY reserves the right to modify, alter or otherwise update this License at anytime.

Ownership

The Software is licensed, not sold, to you by HAPPY for Use only under the terms of this License, and HAPPY reserves any rights not expressly granted to you. HAPPY shall, at all times, retain title to and ownership of all Software, regardless of its form, including without limitation, any and all revisions, custom development, updates, upgrades, modifications, bug fixes and enhancements to the Software. The Licensee specifically acknowledges and agrees that it shall not acquire any ownership interest or proprietary right to any Software by virtue of this Use License.

Restrictions

The Software contains trade secrets in its human perceivable form and, to protect them, you may not reverse engineer, decompile, disassemble or otherwise reduce the Software to any human perceivable form. You may not modify, adapt, translate, rent, lease, loan or create derivative works based upon the Software or any part thereof. The Software produces copyrighted forms and other proprietary materials during normal Use. Your Agency is allowed full Use of these materials within your Agency only, and is barred from distributing these materials for Use by any other party.

Software Use License

Limited Warranty

HAPPY warrants for a period of ninety (90) days from your date of purchase that the Software will substantially conform to the published specifications. In no event does HAPPY warrant that the Software is error free, that the Agency will be able to operate the Software without problems or interruptions, or that the Software will operate without conflict with other systems or software programs. HAPPY does not warrant that HAPPY's servers and software are free of viruses or other harmful components, or that HAPPY's security procedures and mechanisms will prevent the loss or alteration of or improper access to information or content by third parties. HAPPY's entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at HAPPY's option, a refund of the purchase price or repair or replacement of the Software. This limited warranty is the only warranty provided.

Limitation of Liability

In no event will HAPPY, its parent, subsidiaries or any of the licensors, directors, officers, employees or affiliates of any of the foregoing be liable to you for any consequential, incidental, indirect or special damages whatsoever including without limitation, damages for loss of business profits, business interruption, loss of business information and the like, whether foreseeable or unforeseeable, arising out of the Use of or inability to Use the Software or accompanying materials, regardless of the basis of the claim and even if HAPPY has been advised of the possibility of such damage.

Termination

This License is effective until terminated. This License will terminate immediately without notice from HAPPY if you fail to comply with any provision of this License. Upon such termination you must immediately cease using and destroy the Software, all accompanying written materials and all copies thereof. Outdated versions of the Software automatically terminate if not updated to ensure compliance with Federal Regulations. Licensee may terminate this license by providing sixty (60) days prior written notice to HAPPY. In the event of any termination of this license, Licensee shall promptly return to HAPPY all copies of the Software and verify in writing that all copies of the Software have been destroyed within sixty (60) days. HAPPY reserves the right to delete any data files associated with Content, Information, or Use upon termination.

The following terms and conditions apply to the HAPPY and Housing Pro database products only.

Grant of Rights

You may Use the Software at one Agency only and only for the number of Installed Users specified in your Purchase Agreement(s). You may be required to enter or re-enter an Activation Code provided by HAPPY to Use the Software. You may install the Software on a common storage device which is accessible by multiple computers at your site as long as each computer that accesses the Software is an Installed User. You may make one copy of the Software in machine readable form solely for backup purposes. You may not transfer your rights under this License to another party under any circumstances. HAPPY or its independent accountants reserve the right to examine Agency's books, records and accounts during Agency's normal business hours or to electronically transmit and collect information solely for the purpose of verifying compliance with the above provisions. In the event such audit discloses that the number of Installed Users is exceeded, Agency will promptly pay to HAPPY the appropriate license fee for the additional computers or users. At HAPPY's option, HAPPY may terminate this license for failure to pay the required license fee.

Third-Party Beneficiary

Licensee is notified that FileMaker®, Inc. is a third-party beneficiary to this License to the extent that this License contains provisions that relate to Licensee Use of the bundled software. In no event shall Bundle Redistributor or its suppliers be liable in any way for consequential, incidental, indirect or special damages whatsoever arising out of use of or inability to use the software.

The following terms and conditions apply to all HAPPY hosted web service applications only.

Privacy Policy

Use of HAPPY web services are subject to the HAPPY Software, Inc. Online Privacy Policy. A copy of this policy is available online at <http://www.waitlistcheck.com/policy.php>.

Software Use License

Access to Services

Your ability to access the services may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. HAPPY is not responsible for any equipment you may need to be able to access the services.

To gain access to and use the services, you may be required to create a login ID and password ("Log-In Information"). You are responsible for all activity occurring under your Log-In Information, and you must keep your Log-In Information confidential and not share your Log-In Information with third parties. HAPPY has no obligation or responsibility with regard to your use, distribution, disclosure, or management of Log-In Information. Notwithstanding the foregoing, HAPPY may require you to change your Log-In Information if such Log-In Information is inconsistent with the terms of this agreement.

Content

You may upload Content to the service in connection with your use of the service. HAPPY does not verify, endorse, or claim ownership of any Content, and you retain all right, title, and interest in and to the Content. HAPPY does not store Content except as necessary for HAPPY to perform the service. HAPPY shall make commercially reasonable efforts to block the uploading of Content to the service that contains viruses detected by using industry standard virus detection software. Notwithstanding anything to the contrary herein, HAPPY has no responsibility or liability for the deletion or accuracy of Content, the failure to store, transmit or receive transmission of Content (whether or not processed by the service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the service. Certain features of the service enable you to specify the level at which such service restrict access to your Content. You are solely responsible for applying the appropriate level of access to your Content.

Use Restrictions

Access to and use of the service is subject to all applicable international, federal, state and local laws and regulations. You agree not to use this service in any way that violates such laws or regulations. In connection with your access or use of the service, you agree not to:

- (i) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information;
- (ii) use the service in any manner that could damage, disable, overburden, or impair any HAPPY server, or the network(s) connected to any HAPPY server or interfere with any other party's use of the Service;
- (iii) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any HAPPY server or to the service, through hacking, password mining, or any other means;
- (iv) obtain or attempt to obtain any materials or information through any means not intentionally made available through the service;
- (v) sell, lease, or rent access to or use of the service, or otherwise transfer any rights to use the service under this Agreement;

If HAPPY becomes aware of any possible violations, HAPPY reserves the right to investigate such violations, and HAPPY may, at its sole discretion, terminate immediately your license to use of the service or change, alter or remove Content, in whole or in part, without prior notice to you.

Use of the service is subject to your payment of HAPPY's charges for the services, which may vary according to the service, features, or service term to which you have subscribed (the "Service Fees"). You are responsible for paying all taxes levied in connection with your use of the services.

Definition of Support

PLEASE READ CAREFULLY

Definitions

- (i) "Incident" means a single issue, problem, or product usage question a Licensee requests HAPPY Software, Inc. (HAPPY) to analyze or resolve.
- (ii) "Software" means the current version of the listed modules of software of proprietary HAPPY product(s) designated on the Purchase Agreement or one single version immediately prior to the current version.
- (iii) "Support" means the assistance provided to Agency by HAPPY for the then-current version of the Software.
- (iv) "Update" means bug fixes and changes to maintain compliance with regulations. Updates are identified by a change in the number to the right of the decimal point in the product version number (e.g., Housing Pro 7.1).
- (v) "Upgrade" means a significant improvement to an existing product through added functionality and/or enhanced performance. Upgrades are identified by a change in the number to the left of the decimal point in the product version number (e.g., an upgrade from Housing Pro 7.0 to 8.0).

General

By installing, accessing, or otherwise using the Software, Licensee agrees to be bound by these Support terms.

The Software is sold with Support. Support is sold at the time of the purchase and must be renewed at the end of each term to allow continued use of the licensed Software. Support begins upon the implementation "Go Live" date, or your Support renewal date, indicated on your Purchase Agreement and will continue for twelve (12) months. Support must be paid in advance of renewal date and is non-refundable. Support shall automatically renew for successive one-year periods unless either party delivers written notice to the other party of its intention not to renew. Termination by the Licensee requires sixty (60) days prior written notice. Support is non-transferable and is valid only for the Licensee. HAPPY may limit or terminate Support, or may elect not to renew Support to any Licensee who uses the services in an irregular, excessive, abusive, or fraudulent manner, as determined by HAPPY in its sole discretion.

Description of Support and Maintenance Services

If Licensee has paid all the applicable license and support fees to HAPPY Software, Inc. (HAPPY), the following terms apply.

1. Updates

The Software is updated from time to time and whenever changes in Federal Regulations published as "Final" in the Federal Register are made and when such changes necessitate a change to the software. Changes to the Software will be made within 90 days of the effective date of the Final rule. Updates may require additional inputting or re-inputting of data by your agency and such inputting of data is not the responsibility of HAPPY. The only warranty we make is that the updated software will be fit for use and conform to the new regulations. Updates will be mailed to you, made available for download via the Internet or installed by HAPPY, at HAPPY's option. Instructions describing how to update the Software and a listing of changes to the Software will be included with Updates. Training and installation are not included. New versions of the Software will not include any customization for your agency except in modules specifically designed to survive Updates. Updates may require you to change or replace your existing hardware or system software. A new version of FileMaker® Pro, the operating environment for the Software, may be required for new versions of the Software and is not included with Updates. We reserve the right to update or change the Software at any time. Updates must be installed in a timely manner to ensure compliance with changed regulations and to avoid interruptions in use of the Software.

Definition of Support

2. Technical Support

Incidents

Licensee will receive Support for an unlimited number of incidents. HAPPY will answer your questions and help you to resolve your problems with the Software to the best of our ability. HAPPY reserves the right to limit each support contact to one hour or one incident.

Availability

Support includes access to Technical Support representatives via phone, mail, email, fax, and web-based systems during regular business hours. Regular business hours are from 9:00 am to 5:00 pm Eastern Time, Monday through Friday. Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond HAPPY's control. Phone and other communication charges for contacts with HAPPY are the responsibility of the Licensee.

Response Time

HAPPY will attempt to respond to Licensees within published response times. This shall not be deemed a representation or warranty on HAPPY's behalf regarding the time within which a resolution, if any, may be available for any particular Incident. No remedy is available for HAPPY's failure to meet the published response time goal.

Remote Assistance

In certain cases, remote access to your system may be required to most efficiently resolve an issue. HAPPY uses an industry standard remote assistance tool to provide this Support and reserves the right to refuse service or charge for Support should remote assistance via our standard tool be denied.

Limitations

Support shall not include or be responsible for Incidents resulting from the following:

- Third-party services, products, or service providers
- Hardware, network or system connections or configurations
- Migration of Software to a new server or host computer
- Improper use, operation or neglect of the Software
- Alteration or modification to the Software
- Failure to implement recommendations in respect to solutions
- Use of the software for a purpose for which it was not designed
- Use that is inconsistent with published regulations and official guidance

Incidents not included in the standard Support contract will be billed at standard hourly rates. HAPPY will notify the Licensee in advance if a fee will be charged for services outside the scope of "Support".

Upgrades

Upgrades to the software are not included in the Support contract. Availability, pricing and information about Upgrades, including required database engine changes, will be provided in advance.

Terms and Conditions

HAPPY shall have the right to change or add to the terms of Support at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of Support (including but not limited to pricing, technical support options, and other support-related policies) upon notice by any means HAPPY determines in its discretion to be reasonable.

Hardware Recommendations

We encourage all of our clients and prospective clients to call us before purchasing new hardware. We are glad to provide free, up-to-the-minute advice on what hardware works best with our software and to provide general recommendations.

Workstations:

Minimum

- Windows XP SP2
- 500 MHz Pentium III Processor
- 500 512 MB of RAM
- 500 MB of Free Hard Disk Space on Drive C
- SVGA (800x600) Monitor Displaying True Color
- CD-ROM Drive
- 4.5 Microsoft Installer (non-Windows 7 only)
- Java Version 1.5 or Later

Recommended

- Windows XP/Vista/Windows 7 Professional (latest service pack)
- 2 GHz Dual-Core Processor or higher
- 2 GB of RAM
- 1 GB of Free Hard Disk Space on Drive C
- SVGA (800x600) Monitor Displaying True Colors
- CD-ROM Drive
- Internet access

Server:

Minimum (less than 20 users)

- 1 GHz Pentium processor
- 1 GB of RAM
- 10 GB of free disk space on root of any local drive
- CD-ROM Drive
- Windows Server 2003 SP2
- Microsoft Management Console

Recommended (best performance or 20+ users)

- Quad-Core processor
- 4 GB of RAM
- 100 GB free disk space on root of any local drive
- CD-ROM Drive
- Windows Server 2003/2008 (latest service pack)
- Gigabit Local Area Network
- Dual gigabit network cards teamed (LAG) on Server
- 15K RPM hard drives configured for RAID5
- Internet access
- Internal tape backup

Supported Network Configuration:

- Static IP address on Server/Peer-to-Peer Host
- Gigabit LAN recommended
- Microsoft TCP/IP networking

Printers:

- Any Printer with a PCL5 Driver
- Dot Matrix Printers are not supported

AntiVirus Software:

- Set to not scan database files

Backup Software:

- Set to not backup database files while users are in the system

iDIA Scanners:

- Saves image to TIFF (Tagged Image File Format)
- Uses the Huffman File Compression
- Duplex Scanning
- Scans 50 or more images a minute

Hardware Recommendations

Mobile Inspection Tablet PCs:

- Windows XP Tablet PC Edition/Vista/Windows 7
- XGA display supporting 1024 x 768 (min)
- Wireless connection for data upload/download is not recommended

Mobile Inspection iPads:

- iPad 2 – compatible with all available models
- 3G connection not required – allows for the upload/download of data when a Wi-Fi connection is unavailable and requires a low-cost service plan

Remote Access:

Web-based Remote Screen Sharing technology enables us to rapidly fix complicated technical support problems over a secure connection and is therefore strongly recommended. Internet access and Internet Explorer is required. Failure to allow remote access may limit our ability to support your agency.

Drivers:

Most recent drivers and firmware should be installed on all devices to ensure continued capability with software updates.



Exhibit "B"

COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 1 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 2 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

POLICY:

1. General Policy
 - a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
 - b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
 - c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
 - d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
 - e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.



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- (3) Out-of-county overnight travel.
- (4) Members of boards or commissions, or non-county personnel.
- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.



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d. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
- (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.



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- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
 - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



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and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County



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officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) When employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) When the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) When Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.



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Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

(1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).

(2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when



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the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the



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department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



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- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing of the



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end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

h. Expense Claim Form

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.