

**AMENDMENT# 1 (RENEWAL)
FOR
PUBLIC HOUSING AUTHORITY ENTERPRISE APPLICATION SOFTWARE SYSTEM**

This AMENDMENT #1 to Agreement MA-012-14011932 is made and entered into as of the date fully executed by and between the County of Orange, OC Housing Authority, a political subdivision of the State of California, hereinafter referred to as (“County”) or (“OCHA”) or (“Agency”) or (“Licensee”) and HAPPY Software, Inc., with a place of business at 11 Federal Street, Saratoga Springs, NY 12866-4111, hereinafter referred to as (“Contractor”), with County and Contractor are sometimes individually referred to as (“Party”) or collectively referred to as (“Parties”).

RECITALS

WHEREAS, the County and Contractor entered into Agreement MA-012-14011932 for Public Housing Authority Enterprise Application Software System, commencing on September 1, 2014 and expiring on August 31, 2015; and

WHEREAS, the Parties now desire to renew the Contract for additional one (1) year for its second year term; and

WHEREAS, the Parties now desire to revise the Scope of Work with the additional Assistance Check and Upgrade to Housing Pro Version 9; and

NOW THEREFORE, the Parties agree as follows:

ARTICLES

1. The term of the Contract shall be renewed for a period of one (1) year, effective September 1, 2015 through and including August 31, 2016, in the amount of \$172,918.00.
2. Article 2 “Term of Contract” of the Contract shall be amended in its entirety to read as follows:

2. Term of Contract: This Contract term shall be in effect on September 1, 2015 and continue through August 31, 2016. This Contract may be renewed beyond the initial term by mutual agreement of both parties for up to three (3) additional 1-year periods.

3. An additional Article 31 “Security Breach Procedures” shall be incorporated as follows:

31. Security Breach Procedures

- a. “Security Breach” means: (i) any act or omission that compromises either the security, confidentiality or integrity of Personal Information or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of Contractor or a breach or alleged breach of this Agreement relating to such privacy practices.

- a. Contractor shall:
 - (i) provide County with the name and contact information for an employee of Contractor who shall serve as County's primary security contact and shall be available to assist County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
 - (ii) notify County of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of it; and
 - (iii) notify County of any Security Breaches by telephone, e-mailing County with a read receipt, and with a copy by e-mail to County's primary business contact within County.
- b. Immediately following Contractor's notification to County of a Security Breach the parties shall coordinate with each other to investigate the Security Breach. Contractor agrees to fully cooperate with County in County's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing County with physical access to the facilities and operations affected; (iii) facilitating interviews with Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by County.
- c. Contractor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Contractor's expense in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse County for actual costs incurred by County in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.
- d. Contractor agrees that it shall not inform any third party of any Security Breach without first obtaining County's prior written consent, other than to inform a complainant that the matter has been forwarded to County's legal counsel. Further, Contractor agrees that County shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- e. Contractor agrees to fully cooperate, at its own expense, with County in any litigation or other formal action deemed reasonably necessary by County to protect its rights relating to the use, disclosure, protection and

maintenance of Personal Information.

- f. In the event of any Security Breach, Contractor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

4. Article Y-“Waiver of Jury Trial” shall be amended in its entirety to read as follows:

Y. Intentionally left blank.

5. An additional Article JJ “Confidentiality of Service Recipients” shall be incorporated as follows:

1. Protection from unauthorized disclosure. Contractor shall protect from unauthorized disclosure the names and other personal identifying information (“Personal Information”) of service recipients receiving services pursuant to this Contract, and information about, or obtained from said service recipients, except for statistical information not identifying any service recipient.
2. Use of information. Contractor shall not use such Personal Information for any purpose other than carrying out Contractor’s obligations under this Contract.
3. Transmittal of requests for disclosure. Contractor shall promptly transmit to County all requests for disclosure of Personal Identifying information not authorized by the subject of such information.
4. Nondisclosure by Contractor. Contractor shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the service recipient, any such Personal Information to anyone other than County or the State of California without prior written authorization from County or the State, except when subpoenaed by a court.
5. Blanket authorizations or blank releases. Contractor may allow clients to authorize the release of Personal Information to specific entities, but shall not request or encourage any service recipient to give a blanket authorization or sign a blank release, nor shall the Contractor accept such from any service recipient.
6. Personal Information. For purposes of this Agreement, Personal Information shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the service recipient, such as finger or voice print or a photograph.
7. Furnishing information as required by government contracts. The provisions of this Section shall not restrict Contractor’s obligation to provide information required under this or any of its other County, State or federal contracts.

6. Attachment A-Scope of Work and Attachment B-Compensation and Payment Terms shall be amended in its entirety to read as follows, see Attachment A&B below.

County of Orange, OC Housing Authority
HAPPY Software, Inc.

MA-012-14011932

7. The monetary limit of Contract MA-012-14011932, effective September 1, 2015 through August 31, 2016, shall not exceed **\$172,918.00.**

8. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

County of Orange, OC Housing Authority
HAPPY Software, Inc.

MA-012-14011932

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates indicated below:

HAPPY SOFTWARE, INC.*
a NY Corporation

Print Name Title

Signature Date

Print Name Title

Signature Date

* Pursuant to California Corporations Code Section 313, If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

COUNTY OF ORANGE
a political subdivision of the State of California

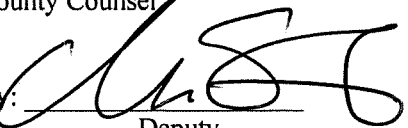
By _____

Print
Name _____

Title _____

Date _____

APPROVED AS TO FORM
County Counsel

By: 
Deputy

Date 06.23.2015

ATTACHMENT A
Scope of Work

The County of Orange OC Community Resources Department OCHA Division is requesting support and maintenance services for the Housing Pro Software used to administer housing assistance programs. This support will include the following:

1. Updates: Whenever HAPPY Software Inc. develops updates to the Housing Pro software to correct a deficiency or enhance its operations; such updates will be provided within 90 days. In addition, whenever changes in Federal Regulations are published as "Final" in the Federal Register and such changes necessitate a change in the software, HAPPY Software Inc. will provide updates for the software to comply with such new requirements within 90 days. A listing of changes and instructions describing how to update the software will be included with the updates.
2. Technical Support: HAPPY Software Inc. will provide technical support for an unlimited number of incidences. This will include access to Technical Support representatives via phone, email, mail, fax and web-based systems. This will also include remote access to the Housing Pro Software as needed to efficiently resolve an issue. HAPPY Software Inc. will comply with industry standards and County protocols for security when using remote access.

Contractor shall provide and maintain support for the following Housing Pro services for the contract period effective September 1, 2015 through August 31, 2016.

- 1099's & Payment History
- Custom Forms
- Data Check Support Data Storage and Recovery Assistance
- Direct Deposit
- FileMTCS
- FSS Pro
- HQS Mobile Inspections (iPad)
- iDIA
- Inspections
- Occupancy
- Payments
- Remote Screen Sharing
- Reporter Writer
- Tenant Accounts Receivables
- Waiting List

Contractor shall provide and maintain support for the following Housing Pro services, in a prorated fashion between September 1, 2015 and August 31, 2016, dependent upon the installation training and Go Live for Assistance Check.

- Assistance Check
- Upgrade to Housing Pro Version 9
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**ATTACHMENT B
 COMPENSATION AND PAYMENT TERMS**

I. COMPENSATION: This is an all-inclusive, firm fixed price Contract between the County and Contractor for Professional Services, as set forth in Attachment “A” Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor and materials required, insurance requirements, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with the County Contract Terms and Conditions.

II. FEES AND CHARGES: County will pay invoices submitted and shall be paid in accordance with the provisions of this Contract.

<i>Item</i>	<i>Price/year</i>
1099's & Payment History	\$ 2,966.00
Custom Forms	\$ 2,248.00
Data Check Support Data Storage and Recovery Assistance	\$ 1,597.00
Direct Deposit	\$ 2,248.00
FileMTCS	\$ 2,966.00
FSS Pro	\$ 4,811.00
HQS Mobile Inspections (iPad)	\$ 990.00
iDIA	\$ 4,486.00
Inspections	\$ 3,956.00
Occupancy	\$ 7,288.00
Payments	\$ 2,966.00
Remote Screen Sharing	\$ 491.00
Reporter Writer	\$ 2,785.00
Tenant Accounts Receivables	\$ 2,966.00
Waiting List	\$ 2,966.00
Assistance Check (new)	\$ 24,824.00
Upgrade to Housing Pro Version 9 (new)	\$ 92,364.00
Assistance Check Support \$40/business day	\$10,000.00
Total	\$172,918.00

Total Contract Amount: \$172,918.00

III. PAYMENT TERMS-PAYMENT IN ARREARS: Invoices are to be submitted to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

IV. INVOICING: Invoices are to be submitted in arrears, after services have been provided, to the address specified below. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The Contractor will provide an invoice on Contractor's letterhead for services rendered.

Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Contractor's Tax ID Number (TIN) or Employer's ID Number (EIN)
4. Name of County agency/department
5. Delivery/service address
6. Contract Agreement Number **MA-012-14011932**
7. Date of order/service
8. Product/Service description, quantity, and prices
9. Sales Tax, if applicable
10. Freight/delivery charges, if applicable
11. Total

Invoices and support documentation (if applicable) are to be forwarded to:

OC Community Resources
Attn: Accounts Payable
1770 N Broadway, 4th floor
Santa Ana, CA 92706