

electronic copy of the invoice showing the amounts due for services performed in a form acceptable to County to the following address(es):

Fort Bend County Auditor
c/o Accounts Payable
301 Jackson, Suite 701
Richmond, Texas 77469
Email: auditor@fortbendcountytexas.gov
Fax: 281.341.3774

With a Copy to:
c/o FBC Information Technologies
500 Liberty Street
Richmond, Texas 77469
Email: Susan.Folk@fortbendcountytexas.gov
Fax: 281.341.4526

(b) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Amendment and forward same to the Auditor for processing. County shall pay each approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **Limit of Appropriation.** CaseWorthy clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum for the first year of this Agreement of twenty-eight thousand, three hundred forty-six and 00/100 dollars (\$28,346.00), specifically allocated to fully discharge any and all liabilities County may incur. CaseWorthy does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that CaseWorthy may become entitled to and the total maximum sum that County may become liable to pay to CaseWorthy shall not under any conditions, circumstances, or interpretations thereof exceed twenty-eight thousand, three hundred forty-six and 00/100 dollars (\$28,346.00).
5. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
6. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
7. **Compliance with Terms of State or Federal Grants.** This Agreement has been or will be funded with monies received by the County as Grantee of a federal grant (i.e. the Coronavirus Aid, Relief, and Economic Security (CARES) Act). CaseWorthy will comply with all provisions of said contract, to the extent applicable to CaseWorthy or as a subgrantee under said contract, and said provisions shall be deemed a part of the Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to the CaseWorthy, at no cost to CaseWorthy.
8. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

10. **Entire Agreement.** This Agreement, together with all agreements between the Parties referenced in this Addendum, embodies the entire understanding between the Parties with respect to the Terms and Conditions, and there are no prior effective representations, warranties or agreements between the Parties with respect to the Terms and Conditions. This Agreement shall supersede and replace all previous agreements pertaining to the Terms and Conditions between any of the Parties. No waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of each of the Parties.
11. **Conflict.** In the event there is a conflict between this Addendum and the attached CaseWorthy Additional Services Order Form attached as Exhibit A, this Addendum controls.
12. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
13. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CASEWORTHY ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
14. **Federal Compliance**

In addition, because federal funds are to be used to compensate or reimburse CaseWorthy under this Agreement, CaseWorthy represents that it is and will remain in compliance with all federal and state required contract provisions as stated below:

(a) Access to records, books, and documents

CaseWorthy agrees to provide the Office of the Governor, the State Auditor's Office or the Comptroller General through any of their authorized representatives access and right to audit, examine, and copy all records, books, papers or documents related to this Agreement and permit access to facilities, personnel, and other individuals and information as may be necessary.

(b) Civil Rights Requirements

CaseWorthy will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based

and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).

(c) Insurance

CaseWorthy has and will maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. CaseWorthy will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, CaseWorthy may, in its sole discretion, secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation, or either Party may terminate the Agreement. If coverage expires during the term of this Contract, CaseWorthy must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both CaseWorthy and its Subcontractors, if any.

(d) Compliance with Audit of Inspection Findings.

CaseWorthy understands and must ensure its compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of this Agreement and the goods or services provided hereunder. Any such correction related to the Subcontractor's actions shall be at the Contractor's expense. Whether CaseWorthy's action corrects the noncompliance will be solely the decision of the County.

As part of the Services, CaseWorthy must provide to County upon request a copy of those portions of CaseWorthy's internal audit reports relating to the Services and deliverables provided to the County under this contract.

(e) Employment Verification

CaseWorthy will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

(f) SAO Audit

CaseWorthy agrees to reasonably cooperate with any Government agency responsible for audits, investigations, or corrective actions.

(g) Child Support

Under Section 231.006, Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent, is not eligible to receive: 1. Payments from state funds under a contract to provide property, materials, or services; or 2. A state-funded grant or loan.

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

(h) Disputes and Resolutions

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the CaseWorthy mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the CaseWorthy shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the CaseWorthy and the CaseWorthy shall abide by the decision.

(i) Examination of Records

CaseWorthy agrees to provide the Office of the Governor, the State Auditor's Office or the Comptroller General through any of their authorized representatives access and right to audit, examine, and copy all records, books, papers or documents related to this Agreement and permit access to facilities, personnel, and other individuals and information as may be necessary.

(j) Fraud, Waste and Abuse

CaseWorthy understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the Office of the Governor that is made against the CaseWorthy, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, CaseWorthy, subcontractor, or other person has -- (1)

submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

(k) Political Activities

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

LICENSEE: FORT BEND COUNTY

LICENSOR: CASEWORTHY, INC.

KP George, County Judge

Lauren K Schmidt
Authorized Agent - Signature

Date

Lauren K Schmidt
Authorized Agent - Printed Name

ATTEST:

VP Sales & Marketing
Title

Laura Richard, County Clerk

July 01, 2020
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

Exhibit A: CaseWorthy Additional Services Order Form

Exhibit B: FBC Addendum to CaseWorthy M.L.A. and M.S.A.

EXHIBIT A



CASEWORTHY ORDER FORM

Order Form for CaseWorthy Application and Professional Services
CaseWorthy Reference No.: FORTBEND052020

Between

CaseWorthy, Inc.
3995 South 700 East, Suite 420
Salt Lake City, UT 84107 (“CaseWorthy”)

And

Fort Bend County, TX
301 Jackson Street
Richmond, TX 77479 (“Customer”)

1. ORDER FORM AND TABLE OF AGREEMENTS: This Order Form as issued by CaseWorthy is an offer by CaseWorthy. When signed and returned to CaseWorthy by Customer on or prior to the offer expiration date, it becomes a binding agreement for the CaseWorthy software license(s) and professional services (if applicable) listed in this Order Form and is effective on the date signed by Customer.

Offer Expiration Date: June 05, 2020

This Order Form is governed by and incorporates the following documents in effect as of the effective date, and if any terms and conditions of any of the Agreement’s documents conflict with the terms and conditions of this Order Form, this Order Form will control. All documents listed in the table that follows, for the sole purpose of this Order Form, are collectively referred to as the “Agreement.”

AGREEMENT/DOCUMENT	PURPOSE
Schedule A (Order Form) to MLA and MSA	Defines what Customer has purchased from CaseWorthy, whether software licenses and/or professional services, and some of the various terms and conditions for those purchases.
Master Licensing Agreement (MLA) with SLA & BAA	Defines the general terms and conditions for the license(s) of CaseWorthy application(s) to Customer.
Ex. A Service Level Agreement (SLA)	Defines the service level agreements for the purchased CaseWorthy application(s), including CaseWorthy support offerings for the application(s).
Ex. B Business Associate Agreement (BAA)	Defines the terms and conditions for how CaseWorthy will handle all P.H.I. that CaseWorthy may receive or access from Customer, subject to H.I.P.A.A.
Master Services Agreement (MSA)	Defines the terms and conditions for all professional services work that CaseWorthy performs for a Customer, excluding any CaseWorthy application support work whose terms and conditions are governed by the Exhibit A SLA.
Statement of Work (SOW)	Defines the specific professional services that CaseWorthy provides to Customer that are subject to the MSA.

Customer has had the opportunity to review the referenced and incorporated documents prior to executing this Order Form. All defined terms in the MLA, and if applicable, MSA, used in this Order Form have the meaning stated in those two agreements. All references in this Order Form and any applicable Schedules, Exhibits, or supplement(s) to “Service(s)” mean “Professional Services,” and to “Named Users” mean “Authorized Users.”

2. CASEWORTHY APPLICATION

2.1 CaseWorthy Application Order: The table in Section 3 herein shows the purchased CaseWorthy Application(s), Usage Metrics, Subscription Term, and fees.

(A) Customer's Subscription Term will begin on the start date and will be effective until the end date, which are provided immediately below in sections 2.1(a)(i) and 2.1(a)(ii), respectively, unless Customer is otherwise notified by CaseWorthy.

(i) Customer's Subscription Term Start Date: June 01, 2020

(ii) Customer's Subscription Term End Date: December 31, 2020

(B) Unless the Order Form states otherwise, the Subscription Term and any renewals and extensions will automatically renew for terms equal in length to the immediately preceding term (if that term is thirty-six months or less) or for one year (if that term is longer than thirty-six months). Auto-renewal will not occur if Customer notifies CaseWorthy of its intention not to renew at least one month in advance of the expiration of the current term, or CaseWorthy notifies Customer of its intention not to renew at least six (6) months prior to the expiration of the current term.

2.2 Excess Use: Customer's use of the CaseWorthy Application is subject to the Agreement, including the Usage Metrics and their volume stated in Section 3 herein. Any use of the CaseWorthy Application that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. CaseWorthy may invoice and Customer will pay for excess use based on applicable pricing in the Order Form.

3. PRICING TABLE FOR CASEWORTHY APPLICATION AND PROFESSIONAL SERVICES

PRODUCT OR SERVICE	QUANTITY	RATE	PRICE
Annual Software Fees			
Annual Users Fee (concurrent users) ¹	20 Users	\$532.56	\$6,213.20
Maintenance & Support	20 Users	\$228.24	\$2,662.80
Total of Annual Software Fees			\$8,876.00
Professional Services			
	HOURS		
Project Management	20	\$165	\$3,300
Business Analyst	16	\$165	\$2,640
Interface Development	82	\$165	\$13,530
Total of Services Fees			\$19,470
Total Cost			\$28,346

TABLE KEY:

¹ = Additional 12 concurrent users are for the term of seven (7) months between June 01 and December 31, 2020.

4. PROFESSIONAL SERVICES: The table in the foregoing Section 3 shows the purchased Professional Services, non-recurring services, and fees. CaseWorthy will provide the Professional Services or non-recurring services subject to the terms of this Order Form, or when applicable, an SOW and an MSA. CaseWorthy’s obligation to provide the Professional Services will end upon expiration of the Subscription Term unless otherwise stated in the applicable service description, or when applicable, an SOW and an MSA.

5. PAYMENT AND INVOICES

5.1 Fees and Invoicing: Unless this Order Form states otherwise, annual fees for the Application(s) following the first year of the Agreement will be invoiced by CaseWorthy and paid by Customer in twelve monthly payments in advance per year on a Net-30 payment schedule. Fees for the Professional Services will be invoiced by CaseWorthy and paid by Customer on a Net-30 payment schedule unless otherwise stated in an SOW and an MSA. Customer purchase orders are for administrative convenience and not a condition of payment. Unless otherwise negotiated by the Parties, payment for Application fees is not dependent upon completion of any Professional Services. Customer may not withhold any amounts due hereunder and CaseWorthy reserves the right to cease work without penalty if amounts are not paid when due. Any late payment will be subject to any costs of collection and will bear interest at the rate of one (1) percent per month or fraction thereof until paid. CaseWorthy may provide invoices to an email address provided by Customer. Unless otherwise negotiated by the Parties, except for fee increases applied under Section 5.2, Application(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Application(s) and Usage Metrics. Pursuant to IRS guidelines, Customer will reimburse CaseWorthy for all pre-approved (by Customer) and appropriately-documented travel costs and related expenses incurred by CaseWorthy in performing any support for the Application(s).

5.2 Fee Increases: At the beginning of each renewal term, which follows this current Subscription Term, CaseWorthy increases fees to reflect annual increases in consumer and business prices or costs. This increase will not exceed 4.0% per annum unless CaseWorthy provides at least sixty days of notice of an increase exceeding 4.0% per annum before the next subscription year term begins. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is

not a waiver of CaseWorthy's right to do so. CaseWorthy may increase fees if Customer elects to reduce the Application(s) or Usage Metrics for any renewal term.

5.3 PRICE: First year contract amount, pursuant to this Schedule A Order Form:

\$28,346

Provided that Year Two of the Agreement has begun, Customer will be billed for Year Two Annual Software Fees only after Customer's implementation is complete or once Customer's users (and not just Customer's system administrators) begin to use the Application licenses. Years two and beyond will be billed in twelve monthly payments in advance per year, pursuant to CaseWorthy pricing provided within this Schedule A. As part of the contract process, Customer will supply CaseWorthy a copy of its sales and use tax exemption certificate, when applicable.

5.4 EXPENSES AND TAXES (if applicable): Prices quoted for Professional Services may include two visits to Customer's location(s). Additional onsite meetings will require reimbursement to CaseWorthy for its reasonable and necessary costs of travel, which is generally \$1,500 (flat rate) for each visit, and out-of-pocket costs for photocopying, overnight courier, unusual long-distance telephone calls, and the like. All non-local trips must be approved by Customer before commencing. Any applicable sales tax is to be paid by Customer.

5.5 INVOICES: First-year contract fees will be invoiced according to the following payment schedule:

Deposit upon contract execution:	\$14,173
Deposit upon exhaustion of PS hours	\$14,173

6. AUTHORIZED ADMINISTRATORS: Customer contacts for order confirmation and system notices are governed by the Agreement's terms and conditions. In the event that the Agreement is silent with respect to Customer contacts, the Parties will establish the proper communication channels for system notices and order confirmations.

7. CUSTOMER LOCATION: Customer has provided its primary access location as the one listed in the Signatures section. This is the primary (but not the only) location from which Customer will access the Application(s). If Customer does not provide a primary access location, CaseWorthy will incorporate a default primary access location to Customer's sold-to address. The primary access location is used by CaseWorthy for the determination of any applicable taxes.

SIGNATURES

The Parties agree that a facsimile of this Order Form shall be considered as the original, and that such facsimile, when counter-signed by the other Party, and any copy thereof, shall be as legally binding as the original.



WITNESS OUR SIGNATURES, this the 1st day of June 2020.

CASEWORTHY, INC.

CUSTOMER

By: Lauren K Schmidt

By: _____

Name: Lauren K Schmidt

Name: _____

Title: VP, Sales & marketing

Title: _____

CaseWorthy, Inc.

Customer Name: _____

3995 South 700 East, Suite 420

Address: _____

Salt Lake City, Utah 84107

City, State, Postal Code: _____