

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT NO. 7 TO AGREEMENT FOR APPLICATION SERVICES
(FY 2020-2021)**

THIS 7TH AMENDMENT ("Amendment"), is made and entered into by and between **Fort Bend County** ("County"), a body corporate and politic under the laws of the State of Texas on behalf of the Fort Bend County Social Services Department ("FBCSS") and Fort Bend County Information Technology Department ("IT"), and **CaseWorthy, Inc.**, ("Licensor"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties previously executed and accepted that certain Agreement for Application Services on February 4, 2014, which is on file with the county clerk and was last amended by Amendment No. 6 on or about September 24, 2019, and County has accepted CaseWorthy's Master License Agreement and Master Services Agreement subject to the changes herein below (hereinafter collectively referred to as "Agreement"), and incorporated by reference for all purposes; and

WHEREAS, County desires to use the CaseWorthy computer software, to be utilized by the FBCSS, to collect data that will allow FBCSS case managers to track demographic and other related data to provide assistance to the County's most vulnerable residents; and

WHEREAS, County was awarded the IRIS Woman's Program Grant and the Fund for Veteran's Assistance Grant and a portion of those additional grant funds will be used by County to fund a portion of this Agreement; and

WHEREAS, the Parties now desire to renew services related to the Fort Bend County Collaborative Information System for an additional year and incorporate the following changes as if they were a part of the original Agreement; and

WHEREAS, CaseWorthy represents it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the foregoing, the parties do mutually agree as follows:

1. **Scope of Services.** Licensor shall provide annual licenses for Software as a Service (SaaS) services for a total of twenty-six (26) users, as described in Invoice Nos. 20-493 and No. 20-494, attached hereto as Exhibit A, and incorporated by reference.
2. **Term.** This Amendment is effective as of May 1, 2020 and shall expire on April 30, 2021.
3. **Payment.** County will pay Licensor based on the following procedures:

- (a) Upon completion of the tasks identified in the Scope of Services outlined in this Amendment, Licensor shall submit to County, one (1) original and one (1) 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 of Nineteen Thousand Seven Hundred Eighty and 80/100 dollars (\$19,780.80), specifically allocated to fully discharge any and all liabilities County may incur. CaseWorthy does further understand and agreed, said understanding 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 Nineteen Thousand Seven Hundred Eighty and 80/100 dollars (\$19,780.80).
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. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
8. **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.

9. **Compliance with Terms of State or Federal Grants.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CaseWorthy agrees to comply with all provisions of said contract, to the extent applicable to the Contractor 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.
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 Amendment and the attached Exhibit A, this Addendum shall control to the extent of the conflict.
12. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code.** By signature below, CaseWorthy verifies that CaseWorthy does not boycott Israel and will not boycott Israel during the term of this Agreement.
13. **Texas Government Code Section 2251.152 Acknowledgement.** By signature below, CaseWorthy represents pursuant to Section 2252.152 of the Texas Government Code, that CaseWorthy is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
14. **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.
15. **Federal Compliance**

In addition, because state or federal grant 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}

IN WITNESS WHEREOF, this Amendment is signed, accepted and agreed by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have executed this legal document voluntarily and of their own free will on the dates indicated below.

LICENSEE: FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

LICENSOR: CASEWORTHY, INC.

Lauren K Schmidt
Authorized Agent - Signature

Lauren K Schmidt
Authorized Agent - Printed Name

VP, Sales & Marketing
Title

September 11, 2020
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$19,780.80 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

Exhibit A: CaseWorthy Invoices # 20-493 and #20-494

EXHIBIT A

CaseWorthy, Inc
3995 S 700 E, Suite 420
Salt Lake City, UT
84107 US
877-347-0877
severingham@caseworth
hy.com
www.caseworthy.com



INVOICE

BILL TO

Fort Bend County
County Auditor
301 Jackson Ste 201
Richmond, TX 77469 USA

INVOICE # 20-493

DATE 05/01/2020

DUE DATE 05/31/2020

TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual ASP Fees	ASP Fees for 16 users	16	826.80	13,228.80
Annual license fees for original 16 users Service period 05/01/2020 - 04/30/2021			BALANCE DUE	\$13,228.80

Thank you for your business!

CaseWorthy, Inc
3995 S 700 E, Suite 420
Salt Lake City, UT
84107 US
877-347-0877
severingham@caseworth
hy.com
www.caseworthy.com



INVOICE

BILL TO

Fort Bend County
County Auditor
301 Jackson Ste 201
Richmond, TX 77469 USA

INVOICE # 20-494

DATE 05/01/2020

DUE DATE 05/31/2020

TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual ASP Fees	ASP Fees for 10 users	10	655.20	6,552.00
Annual license fees for additional 10 licenses Service period 05/01/2020 - 04/30/2021			BALANCE DUE	\$6,552.00

Thank you for your business!