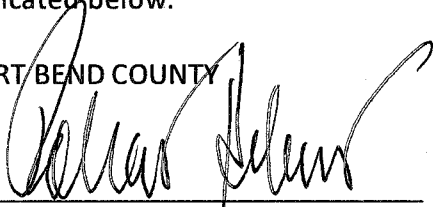


IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

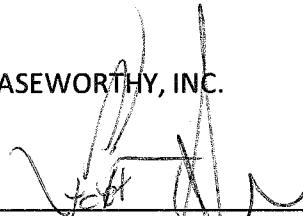
FORT BEND COUNTY



Robert E. Hebert, County Judge

10-13-2015

CASEWORTHY, INC.



Authorized Agent- Signature

Authorized Agent- Printed Name

ATTEST:



Laura Richard, County Clerk

President

Title

9-29-2015

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 24,981.00 to accomplish and pay the obligation of Fort Bend County under this contract.


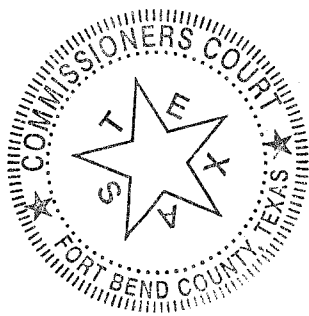

Robert Edward Sturdivant, County Auditor

EXHIBIT A

**Application Services Agreement Executed 02/04/2014-
Original on File with FBC County Clerk**

EXHIBIT B

AMENDMENT 2- SCOPE OF SERVICES

STATEMENT OF WORK

8/20/2015

Fort Bend County
301 Jackson Street
Richmond, TX 77469

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PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0 Use and Access

Fort Bend County has requested CaseWorthy, Inc. to provide an additional 10 approved users to the existing system. Additionally, CaseWorthy, Inc. will create a uni-directional interface for up to five external nonprofit agencies. The interfaces will be importing demographic and services data into the CaseWorthy application. These data elements will be provided in an Excel file. This Excel file will be the same format for all of these agencies to insure a clean seamless data exchange. On a pre-determined schedule, the external agencies will submit their data exports to Fort Bend County for processing and importing into the Social Services CaseWorthy database, utilizing a batch interface which CaseWorthy will develop. Services will include:

- A. Up to 10 concurrent users within the Licensee's network.
- B. Continued compliance updates with a current maintenance contract.

- C. Continued application enhancements for the entire CaseWorthy™ offering with a current maintenance contract.
- D. Licensee owns their data hosted by Licensor.
- E. Licensor will provide 50 Gigabytes of space on the application server for Licensee to use for storage of data necessary for use of the Application. If Licensee's use exceeds eighty percent (80%) of the base storage allotted, then Licensor will notify County within fifteen (15) days. If Licensee's use exceeds the base storage space allotted, Licensee will pay a rate of \$20 per Gigabyte per month and purchase additional space in blocks of 2 Gigabytes. Such incremental fees will be calculated on the average monthly storage overage and invoiced quarterly. Licensor understands that no changes in the Maximum Compensation set in the Agreement can be made without an approved change order from the County.

2.0 Price

1st year Contract amount as stated below	\$ 13,100.00
<i>Years 2 and beyond will be billed annually (as reflected in the CaseWorthy SaaS Pricing Model below)</i>	

3.0 Invoices

Services will be invoiced according to the following payment schedule:

- 1. Upon contract execution \$ 6,550.00
- 2. Upon successful completion of professional services, with Licensee acknowledgement \$ 6,550.00

4.0 Payment

Payment is due thirty (30) days after receipt of invoice by Licensee. An invoice will be prepared identifying the payment Phase to assist with accounting records. Licensee may withhold payment in accordance with Section 3 of the Agreement. Licensor reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid. Payments are tied to the delivery of functionality identified in this SOW and may be withheld if said functionality is not delivered at the described Dates. To withhold phase payment Licensee must inform Licensor of said breach in writing within 5 business days of Phase delivery date. Licensor will respond with remedy approach and delivery date within 5 business days of receipt. Upon resolution Licensee will pay Licensor within 5 days.

4.01 Licensor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that Licensee shall have available the total maximum sum of twenty four thousand nine hundred and eighty one dollars and no/100 (\$24,981), specifically allocated to fully discharge any and all liabilities Licensee may incur.

4.02 Licensor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Licensor may become entitled to and the total maximum sum that Licensee may become liable to pay to Licensor shall not under any conditions, circumstances, or interpretations thereof exceed twenty four thousand nine hundred and eighty one dollars and no/100 (\$24,981).

4.03 Assuming the concurrent license count remains as indicated in Exhibit Licensee agrees to pay Licensor, on an annual basis, the service fees listed within Exhibit C for years 1 through 3. After year 3, Licensor agrees to an annual escalation rate not to exceed 4%.

5.0 Expenses and Taxes (if required)

Prices quoted for Services does not include a licensee visit. Additional onsite meetings will require reimbursement to Licensor for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Licensee before commencing. Licensee is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes.

6.0 Term and Termination

6.01 The term of this Agreement shall be in effect from the Effective Date stated above and run for 36 months. Thereafter, this Agreement will be automatically renewed for a successive one (1) year period thereafter. Licensee shall have thirty days to notify Licensor of its intent not to renew, unless terminated earlier under the terms contained within this Agreement.

6.02 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Licensee under this Agreement, Licensee 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 Licensee.

6.03 This agreement shall be subject to termination based on the terms and conditions of section 14 "Resolution of Disputes." In the event of termination of this agreement, a database export of all Licensee's data will be promptly provided to Licensee in an industry standard format.

7.0 Notices for Scope of Services

Any notices required to either of the Parties shall be sent via registered or certified U.S. mail. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Anna Gonzales
Director of Social Services
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: Caseworthy, Inc.
740 East 3900 South, Suite 301
Salt Lake City, UT 84107

Description			Year 1	Year 2	Year 3	Total
Setup Fees						
One Time Setup Fee per Server		1,000	0			0
Total Setup Fees			0	0	0	0
Monthly Service Fees						
	Quantity	Rate				
Users Per Month for 12 Months	10	30	3,600	3,744	3,894	11,238
Annual Maintenance Support	10	200	2,000	2,080	2,163	6,243
Total Annual Service Fees			5,600	5,824	6,057	17,481
Professional Services*						
	Hours	Rate				
Project Management	0	125	0			0
Needs Analysis/Discovery	0	125	0			0
Configure CaseWorthy Application	0	125	0			0
Administration & Tools Training	0	125	0			0
Data Conversion	0	125	0			0
Uni-Directional Interface (Excel)	60	125	7,500			0
Customization - Reports	0	125	0			0
SSRS MS Report Training	0	125	0			0
End User Training/Train the Trainer	0	125	0			0
Travel-Related Expenses	0	1200	0			0
Subtotal Services			7,500	0	0	7,500
Total Investment - SaaS Model			13,100	5,824	6,057	24,981