

**ADDENDUM TO CASEWORTHY'S PROFESSIONAL SERVICES
ORDER FORM AND STATEMENT OF WORK**

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, acting herein on behalf of the Fort Bend County Behavioral Health Services department ("BHS"), and CaseWorthy, Inc., ("CaseWorthy"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, the County has previously purchased the Software-as-a-Service software and application ("SaaS") from CaseWorthy on or about February 4, 2014, which was last renewed on September 24, 2019, and County now desires that CaseWorthy provide professional services, maintenance and support for 8 BHS users ("Services"), as outlined in the CaseWorthy Professional Services Order Form and SOW attached hereto as Exhibit "A;" and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

1. **Scope of Service.** CaseWorthy shall provide Services, as outlined in the Professional Services Order Form, attached as Exhibit A, and incorporated by reference.
2. **Term.** This Agreement shall be effective as of April 31, 2020 and shall expire on April 30, 2021. This Agreement shall not automatically renew, but may be subsequently renewed for in writing upon agreement of the parties.
3. **Payment.** County will pay CaseWorthy based on the following procedures:
 - (a) Upon completion of the tasks identified in the Scope of Services outlined in this Amendment, CaseWorthy 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 for the first year of this Agreement of fifty-two thousand, five hundred ten and 00/100 dollars (\$52,510.00), 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 fifty-two thousand, five hundred ten and 00/100 dollars (\$52,510.00).
 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. **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. **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.
 10. **Conflict.** In the event there is a conflict between this Addendum and the attached Professional Services Order Form attached as Exhibit A, this Addendum controls to the extent of the conflict.
 11. **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.

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.

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

KP George
County Judge KP George

KP George, County Judge

5-27-2020

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

LICENSOR: CASEWORTHY, INC.

Lauren K Schmidt

Authorized Agent - Signature

Lauren K Schmidt

Authorized Agent - Printed Name

VP, Sales & Marketing

Title

05/13/2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of **\$52,510.00** are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant

Robert E. Sturdivant, County Auditor

Exhibit A: Professional Services Order Form

EXHIBIT A

CASEWORTHY PROFESSIONAL SERVICES ORDER FORM AND SOW

CaseWorthy Reference No.: FORTBEND042020
 Order Form and Statement of Work for CaseWorthy Application(s) Professional Services

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 AGREEMENT(S): This Order Form and Statement of Work (hereinafter “Order Form” and/or “SOW”) 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 Application(s) Professional Services listed in this Order Form and is effective on the date signed by Customer.

Offer Expiration Date: April 30, 2020

This Order Form is governed by and incorporates the agreement between CaseWorthy and Customer (hereinafter “Agreement”) in effect as of February 04, 2014, 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. Customer has had the opportunity to review the referenced and incorporated Agreement prior to executing this Order Form. All defined terms in the Agreement used in this Order Form have the meaning stated in the Agreement.

2. CASEWORTHY APPLICATION(S) PROFESSIONAL SERVICES

2.1 CASEWORTHY PROFESSIONAL SERVICES: The CaseWorthy Pricing Table in Section 2.2 herein shows the purchased Professional Services and fees. CaseWorthy will provide the Professional Services subject to the terms of this Order Form. CaseWorthy’s obligation to provide the Professional Services will end upon expiration of Customer’s current Subscription Term unless otherwise stated herein.

2.2 CASEWORTHY PRICING TABLE:

PRODUCT OR SERVICE	QUANTITY	RATE	PRICE Y1	DISCOUNT Y1	PRICE Y2	PRICE Y3	3-YEAR TOTAL
Annual Software Fees^{1,2}							
Annual Users Fee (total users)	8 Users	\$480	\$3,840		\$3,994	\$4,153	\$11,987
Annual Maintenance Support	8 Users	\$200	\$1,600		\$1,664	\$1,731	\$4,995
Total of Annual Software Fees			\$5,440	\$0	\$5,658	\$5,884	\$16,982
Professional Services							
	HOURS						
Sys. Admin. & Case Mgmt. Training	26	\$165	\$4,290				\$4,290
Form apBuilder Training	6	\$165	\$990				\$990
Needs Analysis/Discovery ³	40	\$165	\$6,600				\$6,600

Train-the-Trainer and End User Training	16	\$165	\$2,640				\$2,640
Project Management	50	\$165	\$8,250				\$8,250
Reports & Analytics Training	6	\$165	\$990				\$990
Report Configuration	40	\$165	\$6,600				\$6,600
Application Configuration	128	\$165	\$21,120	-\$4,410			\$16,710
Total of Professional Services Fees	312	\$165	\$51,480	-\$4,410	\$0	\$0	\$47,070
Annual Cost			\$56,920	-\$4,410	\$5,658	\$5,884	\$64,052

TABLE KEY:

- ¹ = CaseWorthy increases Annual Software Fees by about 4% each year to account for the rising costs of doing business.
- ² = CaseWorthy Support includes 10 Custom Support Hours per year.
- ³ = Needs Analysis includes a project plan and project narrative documents

3. PAYMENT AND INVOICES

3.1 FEES AND INVOICING: Unless this Order Form states otherwise, fees for the Professional Services will be invoiced by CaseWorthy and paid by Customer on a Net-30 payment schedule. Customer purchase orders are for administrative convenience and not a condition of payment. Payment for annual Application(s) 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. 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 Professional Services for the Application(s). 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.

3.2 PRICE AND INVOICE SCHEDULE: The contract amount, pursuant to this Order Form is:

\$52,510

As part of the contract process, Customer will supply CaseWorthy a copy of its sales and use tax exemption certificate, when applicable. Contract fees will be invoiced according to the following payment schedule:

Upon Order Form Execution:	\$26,255
Upon Exhaustion of the PS Hours Purchased for this Project:	\$26,255

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

5. STATEMENT OF WORK FOR IN-SCOPE PROFESSIONAL SERVICES

5.1 SCOPE OF WORK PREAMBLE: This Section 5 provides the contracted project Professional Services for CaseWorthy products and associated project services that are in scope for Customer. For each of the Professional Services provided within Section 5.2 and its subsections, CaseWorthy has estimated a number of Professional Services hours. The total amount of Professional Services hours for the project may not be exceeded without a change order and its associated pricing (the form of which is provided within this Order Form) being mutually approved by the Parties. For each of the Professional Services provided, the hours may increase or decrease, based upon the requirements of the project engagement, but the total amount of hours quoted will not increase or decrease without a mutually-approved change order. When the total amount of hours for the project have been exhausted, CaseWorthy will cease all Professional Services work unless a mutually-approved change order is executed by the Parties for CaseWorthy to provide additional Professional Services. If CaseWorthy has satisfactorily completed all project tasks without exhausting the total amount of Professional Services hours for the project, Customer will receive a credit or refund (when applicable) for those remaining hours, or Customer will not be invoiced for those remaining hours.

CaseWorthy's Professional Services process may involve formal scoping and discovery work with Customer that may result in the drafting of a requirements document or project plan or both, which when mutually approved by the Parties, there may be a need to amend this Order Form to ensure consistency with a requirements document or project plan or both. The Professional Services to be delivered by CaseWorthy for this engagement are provided in Section 5.2 and its possible subsections herein.

5.2 SCOPE OF PROFESSIONAL SERVICES:

Configuration of application includes 2 program categories – Assessment Services for Courts and the Diversion program. Configuration includes BHS SDoH Assessment Form, FBC BHS current data fields, COE Tracking and Summary report, FBC BHS new data fields for Criminal Justice, and Human Trafficking Questions for Clinical Intake.

5.2.1 PROJECT MANAGEMENT SCOPE:

PLANNING: CaseWorthy project management responsibilities may include the following activities throughout the project life cycle:

- Defining and clarifying project scope;
- Creating a risk assessment strategy to identify project risks and their mitigation plans;
- Developing and managing the overall project plan;
- Identifying key milestones; and
- Establishing project governance structure to review project progress and channel escalations.

ORGANIZING: With Customer's structure in mind, CaseWorthy project management may organize the project by:

- Working with Customer to define the organizational structure of the project team;
- Identifying roles and responsibilities;
- Identifying services to be provided by external companies and vendors;
- Working with Customer to staff project positions; and
- Procuring sign-offs, including:
 - Configuration sign-off: CaseWorthy sign-off document required before final Customer-testing can begin;
 - Testing sign-off: CaseWorthy sign-off document required before CaseWorthy can migrate to *Production*; and
 - Production readiness sign-off.

LEADING: CaseWorthy project management will work with Customer's project team to provide clear and consistent communication, with activities to drive the project, which may include:

- Managing conflict resolution and triaging project escalations; and
- Setting team direction:
 - Coordinating activities across different organizational functions; and
 - Assigning resources appropriately.

CONSULTING: CaseWorthy project management may incorporate measuring, evaluating, and correcting project progress throughout the project timeline by:

- Developing weekly status reports to summarize progress, high-lighting risks and issues, and defining next steps and Customer action items;
- Conducting weekly status meetings to discuss action items and tasks scheduled for completion in the upcoming weeks;
- Conducting weekly configuration/functional calls that may be driven by a CaseWorthy Professional Services consultant with Customer's project manager (PM) receiving feedback on issues/risks/action items;
- Having internal stakeholder meetings that will be driven by Customer's PM with the CaseWorthy PM receiving feedback on the outcome of the meeting and status on action items/risks; and
- Ensuring that Customer's PM facilitate meetings with third-party vendors as needed.

5.2.2 DATA CONVERSION (EXTRACT, TRANSFORM, AND LOAD) SERVICES (when in scope):

1. It is Customer's responsibility to map the data from their source system to CaseWorthy's specifications. CaseWorthy will not fix, map, or modify any incoming data.
2. Customer will choose one of three formatting options for the incoming data (Excel, SQL staging, or SQL target). Once the Extract, Transform, and Load (ETL) process has begun, the format cannot be changed. Requests for format changes after the ETL process has begun may be subject to additional charges via a change order (the form of which is provided herein).
3. The task of validating the data is the responsibility of Customer. CaseWorthy will provide import results and guidance to assist with the validation, but the actual validation must be conducted by Customer.
4. Once Customer's system has gone live, CaseWorthy will consider the ETL to be complete. Any request for imports to occur after go-live may be subject to additional charges.
5. Customer should communicate with the ETL team via the project manager, who is primarily responsible for answering Customer questions and monitoring the time spent on the project overall.
6. Any scheduled meeting time specifically dedicated to the ETL project should be reserved for questions and/or troubleshooting that requires the attention of CaseWorthy's resources. Customer is responsible for having internal discussions, as much as possible, outside of these scheduled meeting times.

5.3 HIGH-LEVEL PROJECT ATTRIBUTES AND ASSUMPTIONS:

- Application will be deployed in U.S. English only.
- CaseWorthy did not conduct a detailed scoping session to determine project scope; CaseWorthy assumed that the proposed project scope will meet Customer's requirements.
- Customer will identify a small number of system administrators to support the software service after the project described in this SOW is complete. They will be responsible for ongoing employee data uploads and general user support questions.
- When necessary, Customer's PM will work with CaseWorthy to establish a project plan and manage issues and action items throughout the project.
- Customer will ensure its staff has the appropriate skills and experience to complete assigned project tasks. If any

Customer personnel fail to perform as required, Customer will provide suitable additional or alternative staff.

- Unless otherwise stated within this SOW, for any Professional Services work that involves field-mapping for reports, whether reports customizations or configurations or SSRS MS report training within the CaseWorthy solution, Customer is responsible for that field-mapping. If Customer is incapable or unwilling to perform the field-mapping, Customer has the option to engage CaseWorthy to perform the field-mapping or provide training to Customer to enable Customer to perform the field-mapping, which will be billed accordingly.
- Customer is responsible for all decommissioning activities to legacy applications and services.
- Customer will be responsible for communicating the vision, goals, and business case of the program to applicable employees; CaseWorthy does not provide change management services.
- This Order Form is based on current application features only; configuration of future enhancements or enhancements released during the duration of the project are not included.

5.4 MUTUAL COOPERATION: Customer acknowledges that its timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively, "Cooperation") are essential to performance of these Professional Services, and that CaseWorthy shall not be liable for any deficiency in performing said Professional Services if such deficiency results from Customer's failure to provide full Cooperation. CaseWorthy shall inform Customer in writing of any lack of Cooperation that may affect the progress of the Professional Services. If after being informed, the problems are not cured by Customer within a commercially-reasonable amount of time, CaseWorthy reserves all rights expressly provided within the Agreement and will also have the option to suspend performance of this project. In the event of a suspension of this project, Customer will have the option to engage CaseWorthy to complete the project upon the execution of a mutually-approved SOW subject to CaseWorthy's current Professional Services rates.

5.5 PROJECT CHANGE CONTROL: Throughout this project, new information may surface that may necessitate a change in business requirements or a change in the technical environment. These changes may result in a change in project scope and therefore affect the estimated level of effort, project timeline, or software service features. Any such changes will require a change order, which either Customer or a CaseWorthy team member will complete. Change orders may result in additional fees. CaseWorthy may also charge for the time required to scope complex requests. CaseWorthy will advise Customer of the price estimate if a charge will apply.

If a change order is needed, either Customer or CaseWorthy may use its change order form, provided the other Party approves of said form, the approval of which shall not be unreasonably withheld by either Party. If Customer initiates a change order request, Customer is required to complete the change order request and submit said change order request to CaseWorthy for review. CaseWorthy will not be responsible for drafting change order requests if Customer's employees, contractors, or agents orally communicate a change order request to CaseWorthy.

A completed change order form includes the requested change, the impact on the current engagement, and the estimated resources, time, and fees to implement the change order. A Party will submit the completed change order form to the other Party for review and approval. Change order estimates will remain valid for a period of ten (10) business days from the date of submission. If CaseWorthy submits a change order to Customer and Customer does not approve the change order form within the ten (10) business days, the change order will automatically expire unless CaseWorthy has extended the period of validity in writing. Upon receipt of written approval, the CaseWorthy team will begin work on the requested change according to the agreed-upon schedule. In addition to Appendix A, CaseWorthy's Change Order form, the Customer Acceptance and Sign-Off Form is provided in Appendix B.

5.6 ISSUE MANAGEMENT: The goal of issue management is to prevent issues from having an adverse effect on the

project. The resolution of an issue could affect any aspect of the project including scope, costs, benefits, risks, project organization, and schedule. It is critical to identify and document issues as early as possible, assign ownership, define follow-up dates, and track issue resolution. CaseWorthy will track issues using a project issues log. High-impact issues could have an adverse impact on project schedule and overall success. The team should track high-impact issues closely. If an issue is categorized as high impact, the team should escalate it within the project structure so that it is visible to executive management and every effort is made to resolve it.

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.

CASEWORTHY, INC.

CUSTOMER

By: Lauren K Schmitt

By: _____

Name: Lauren K Schmitt

Name: _____

Title: VP, Sales & Marketing

Title: _____

Date: 05/13/2020

Date: _____

CaseWorthy, Inc.

Fort Bend County, TX

3995 South 700 East, Suite 420

301 Jackson Street

Salt Lake City, Utah 84107

Richmond, Texas 77479

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 CaseWorthy, Inc
 Murray, UT United States

Certificate Number:
 2020-618839

Date Filed:
 05/13/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:
 05/26/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 23339
 Annual Professional Services, Maintenance and support Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)