

FIRST AMENDMENT
SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CASEWORTHY, INC.
FOR FISCAL YEARS 2023-2024 THROUGH 2027-2028

This First Amendment to the Software License and Support Services Agreement dated August 3, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CaseWorthy, Inc., a Utah corporation, formerly known as Eccovia, Inc., hereinafter referred to as "CONTRACTOR," is entered into this _____ day of _____, 2026.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services, desired to retain a qualified professional organization to provide case management software for clients participating in COUNTY's subsidized employment programs; and

WHEREAS, on August 3, 2023, COUNTY and Eccovia, Inc. entered into a Software License and Support Services Agreement for the provision of such case management software; and

WHEREAS, Eccovia, Inc. was recently acquired by, and has become a wholly owned subsidiary of, CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend certain provisions of the Software License and Support Services Agreement in order to reflect the recent merger of Eccovia, Inc. with CONTRACTOR, increase the maximum amount payable thereunder and modify the budgetary, payment, noticing and other local, state and federal requirements set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. The Software License and Support Services Agreement is hereby amended to replace any and all references to "Eccovia, Inc." with "CaseWorthy, Inc.," except as set forth herein.
2. The first paragraph of the Software License and Support Services Agreement is hereby amended to read as follows:

This Agreement, entered into this third day of August, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CaseWorthy, Inc., doing business as Eccovia, Inc., a Utah corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

3. Section 6 – Compensation of the Software License and Support Services Agreement is hereby amended to read as follows:

6. COMPENSATION:

- A. **Maximum Amount Payable.** The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred One Thousand One Hundred Fifty-Seven Dollars and Eight Cents (\$101,157.08). In no event shall the maximum amount paid under this Agreement exceed Ten Thousand Nine

Hundred Twenty-Four Dollars (10,924.00) for the period of December 2023 through June 2024, Nineteen Thousand Three Hundred Ninety-One Dollars (\$19,391.00) for fiscal year 2024-2025, Twenty-Two Thousand Six Hundred Ninety-Six Dollars and Eight Cents (\$22,696.08) for fiscal year 2025-2026, Twenty-Three Thousand Six Hundred One Dollars and Seventy-Two Cents (\$23,601.72) for fiscal year 2026-2027 and Twenty-Four Thousand Five Hundred Forty-Four Dollars and Twenty-Eight Cents (\$24,544.28) for fiscal year 2027-2028. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

- B. Baseline Licenses and Active User Subscription. COUNTY shall pay to the CONTRACTOR, the baseline license, Active User subscription and Continual Education Services Tuition fees set forth in Exhibit C – Pricing Summary, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

4. Section 7 – Payment of the Software License and Support Services Agreement is hereby amended to read as follows:

7. PAYMENT:

- A. Invoicing. CONTRACTOR shall submit to COUNTY quarterly invoices substantiating the costs and expenses in advance for the following quarter pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the beginning of each calendar quarter. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit D – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following addresses:

COUNTY: Humboldt County DHHS – Social Services
Attention: Financial Services
dhsssfiscal@co.humboldt.ca.us

AND

Humboldt County DHHS – Information Systems - Purchasing
Attention: IS Purchasing
DHHS-IS-Purchasing@co.humboldt.ca.us

B. Disputed Costs. COUNTY shall have the right to reasonably, and in good faith, dispute any portion of any amount billed by CONTRACTOR. If COUNTY believes that CONTRACTOR has billed COUNTY incorrectly, COUNTY must contact CONTRACTOR no later than thirty (30) days after the date on the invoice in which the issue appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to CONTRACTOR, prior to the invoice due date, full payment of the undisputed portion of any fees billed by CONTRACTOR.

C. Late Fees. CONTRACTOR hereby reserves the right to impose a reconnection fee in the event COUNTY'S license is suspended due to late payment and thereafter requests access to the System. COUNTY reserves the right to decline any reconnection fee that COUNTY determines is not reasonable or affordable.

5. Section 8 – Notices of the Software License and Support Services Agreement is hereby amended to read as follows:

8. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services
Attention: Connie Beck, Social Services Director
507 F Street
Eureka, California 95501

CONTRACTOR: CaseWorthy, Inc.
Attention: Legal Department
P.O. Box 70837
West Valley City, Utah 84170

6. Section 17(C) – Insurance Notices of the of the Software License and Support Services Agreement is hereby amended to read as follows:

C. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: Humboldt County DHHS – Social Services
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: CaseWorthy, Inc.
Attention: Legal Department
P.O. Box 70837
West Valley City, Utah 84170

7. The Software License and Support Services Agreement is hereby amended to include the following provision regarding compliance with any and all applicable local, state and federal suspension and debarment laws, regulations and standards:

43. **SUSPENSION AND DEBARMENT:**

- A. **Legal Compliance.** CONTRACTOR hereby agrees to comply with any and all applicable local, state and federal suspension and debarment laws, regulations, policies, procedures and standards, including, without limitation, 7 C.F.R. Part 3017, 45 C.F.R. Part 76, 40 C.F.R. Part 32 and 34 C.F.R. Part 85.
- B. **Certification of Eligibility.** By executing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency.
 - 2. Have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract at the local, state or federal level; violation of local, state or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property.
 - 3. Are not presently indicted for, or otherwise criminally or civilly charged by a local, state or federal governmental entity with, commission of any of the offenses referenced herein.
 - 4. Have not, within a three (3) year period preceding the effective date of this Agreement, had one (1) or more public transactions with a local, state or federal entity terminated for cause or default.
 - 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, debarred, suspended, declared ineligible or voluntarily excluded from participation in such transaction, unless specifically authorized to do so by the California Department of Health Care Services.
- C. **Construction of Provision.** The terms used herein shall have the meanings set forth in the definitions and coverage sections of the rules implementing Federal Executive Order 12549.
- D. **Effect of Non-Compliance.** Failure to meet any of the requirements set forth herein shall constitute a breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as set forth herein.
- E. **Incorporation of Provisions.** CONTRACTOR hereby agrees to include the provisions contained herein, without substantial modification, in all lower tier covered transactions as well as all solicitations for lower tier covered transactions.

8. The Software License and Support Services Agreement is hereby amended to delete Exhibit C – Pricing Summary (“Exhibit C”) and replace it in its entirety with the modified version of Exhibit C that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit C attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
9. Except as modified herein, the Software License and Support Services Agreement dated August 3, 2023, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Software License and Support Services Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CASEWORTHY, INC.:

Nina Wilson

By: _____

Date: 12/02/2025

Name: _____

Title: _____ Vice President Account Management

Brandon Lloyd

By: _____

Date: 12/02/2025

Name: _____

Title: _____ CFO

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Mike Wilson, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: 12/08/2025

Risk Management

LIST OF EXHIBITS:

Exhibit C – Pricing Summary

EXHIBIT C
PRICING SUMMARY

CaseWorthy, Inc.

For Fiscal Years 2023-2024 through 2027-2028

Humboldt County – ClientTrack Recurring Licenses and Services							
	Qty	Rate	Year 1 (12/23 – 6/24)	Year 2 (7/24 – 6/25)	Year 3 (7/25 – 6/26)	Year 4 (7/26 – 6/27)	Year 5 (7/27 – 6/28)
Recurring Licenses							
Hosted – Concurrent User Access License (Beginning December 2023 and ending June 2028)	10	\$135.50	\$9,485.00	\$16,910.40	\$17,587.20	\$18,290.40	\$19,022.40
ClientTrack Designer Tool License (Beginning December 2023 and ending June 2028)	2	\$195.00	\$1,365.00	\$2,433.60	\$5,061.88	\$5,264.32	\$5,474.98
Humboldt County, CA. Business License	1	N/A	\$74.00	\$47.00	\$47.00	\$47.00	\$47.00
Total			\$10,924.00	\$19,391.00	\$22,696.08	\$23,601.72	\$24,544.28
5-Year Total							\$101,157.08

Schedules based upon contract effective begin date of 12/1/2023.

ClientTrack Licenses - Annual 4% increase applied to years 2 – 5.