

**AMENDMENT NO. 1 TO SERVICE AGREEMENT
CSAC-EIA / PRISM – Sonoma County – Risk Management Information System –
Workers’ Compensation**

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated _____ and is between Public Risk Innovation, Solutions, and Management (“PRISM”), a California Joint Powers Authority, formerly known as CSAC Excess Insurance Authority, and the County of Sonoma, a political subdivision of the State of California (“County”).

Recitals

- A. PRISM represents to County that, on April 4, 2013, PRISM under its former name, entered into a Master Software License and Professional Services Agreement (“Master Services Agreement”) with Systema Software, LLC (“Systema”) by which PRISM was authorized to license the SIMS claims management system to its members. Systema was thereafter sold to Insurity and Insurity continues to honor the Master Services Agreement entered into between PRISM and Systema.
- B. On April 4, 2017, PRISM entered into an agreement with County, Wherein PRISM sublicensed SIMS Claims Software to County under the same terms and conditions of the Master Software License and Services Agreement.
- C. PRISM represents to County that it worked with Insurity to have Insurity issue ClaimsXPress (formerly known as SIMS) software licenses to County and the County agrees to utilize the ClaimsXpress system under the same terms and conditions provided for in the Master Services Agreement between PRISM and Insurity as well as the terms and conditions set forth herein. Member’s specific version of the ClaimsXPress system shall hereafter be referred to as “County’s Instance of ClaimsXPress.”
- D. On February 23, 2023, PRISM received a 60-day cancellation notice for the Master Agreement with Insurity to cancel cloud hosting, support, and maintenance. After

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CSAC-EIA / PRISM – Sonoma County – Risk Management Information System –
Workers’ Compensation**

negotiating with Insurity, PRISM and Insurity agreed to a one-year extension, in order to provide continuity of services to its members, at a higher, negotiated rate.

- E. The County and PRISM now desire to amend the Agreement to provide necessary continuity of service to manage the County’s Workers’ Compensation and Disability Management lines.

The parties therefore agree as follows:

1. Agreement, **Maximum Compensation:**

The Maximum Compensation payable to the Contractor under this Agreement is as follows:

April 1, 2023, through June 30, 23 = \$ 17,995.39.

July 1, 2023, through March 31, 2024 = \$84,948.52.

The total paid for the term of the contract will not exceed \$102,943.91 as outlined in Exhibit A – page 5 of this amendment.

2. **Term.** This Agreement is effective on April 1, 2023, and terminates on March 31, 2024.
3. **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between PRISM and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence as follows: 1) the terms of this Amendment No. 1; 2) the terms of the Agreement without its exhibits and 3) to the terms of the exhibits.”
4. When both parties have signed this Amendment No. 1, the Participation Entity Service Agreement, and this Amendment No. 1 together constitute the Agreement.

**AMENDMENT NO. 1 TO SERVICE AGREEMENT
CSAC-EIA / PRISM – Sonoma County – Risk Management Information System –
Workers’ Compensation**

5. PRISM represents and warrants to the County that:
 - a. PRISM is duly authorized and empowered to sign and perform its obligations under this Amendment.
 - b. The individual signing this Amendment on behalf of PRISM is duly authorized to do so and his or her signature on this Amendment legally binds PRISM to the terms of this Amendment.
6. The parties agree that this Amendment may be executed by electronic signature as provided in this section.
 - a. An “electronic signature” means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
 - b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
 - c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
 - d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

**AMENDMENT NO. 1 TO SERVICE AGREEMENT
CSAC-EIA / PRISM – Sonoma County – Risk Management Information System –
Workers’ Compensation**

- e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

- 7. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

- 8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

The parties are signing this Amendment No. 1 on the date stated in the introductory clause

PRISM

COUNTY OF SONOMA

Tom Pelster, CIO

75 Iron Point Cir #200
Folsom, CA 95630

Janell Crane
Director of Human Resources
County of Sonoma

Date Signed: _____

Date Signed: _____

Approved as to form for County:

Tambra Curtis
Deputy County Counsel

Date Signed: _____

Exhibit A

Compensation

PRISM will be compensated for performance of its services under this Agreement as provided in this Exhibit A. PRISM is not entitled to any compensation except as expressly provided in this Exhibit A.

Payment for Services: County agrees to pay PRISM on a “pass through” basis for costs incurred related to the County’s instance of ClaimsXPress. These costs include the annual maintenance and support costs associated with the eighteen (18) concurrent software licenses as well as seven (7) additional interfaces/modules currently developed for County’s account. “Pass-through basis” means that PRISM is invoiced annually by Insurity for the maintenance and support costs incurred by Insurity related to County’s costs of ClaimsXpress and that PRISM then invoices that same amount to County without markup. All applicable maintenance and support costs are set forth in the below table’ including a flat annual fee of \$1,000 for the front-line support provided by PRISM.

	April 1 – June 30, 2023	July 1, 2023 – March 31, 2024
Maintenance & Support	\$ 9,645.39	\$ 28,936.18
Hosting	\$ 8,100.00	\$ 55,261.53
PRISM Support Fee	\$ 250.00	\$ 750.00
Total Fee for Period	\$ 17,995.39	\$ 84,947.71
Grand Total		\$102,943.91

Additional Exhibits

Master Software License and Professional Service Agreement (4/4/2013)
Sonoma WC Participating Entity Service Agreement (4/4/2017)
Sonoma Amendment to Addendum 12 - WC (6.29/2017)
PRISM Name Change Amendment (7/1/2020)
Insurity LLC. Amendment – Order Form 00496161(3/30/23)