

**AMENDMENT NO. 2 TO SERVICE AGREEMENT
PRISM - Sonoma County - Risk Management Information System – General
Liability**

This Amendment No. 2 to Service Agreement (“Amendment No. 2”) is dated _____ and is between Public Risk Innovation, Solutions, and Management (“PRISM”), a California Joint Powers 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 January 27, 2015, 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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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. On March 30, 2023 PRISM entered into a one-year contract extension with Insurity to continue to provide maintenance, support and hosting services.
- F. On September 19, 2023 the County and PRISM amended the existing participating member agreement for the ClaimXPress (SIMS) claims system as a result of the new agreement. This amendment terminates March 31, 2024.
- G. On July 31, 2023 PRISM entered into a new Master Subscription Agreement with CHSI Technologies Corp. dba. Spear Technologies a Nevada Corporation (Spear) to provide Cloud Hosting services after evaluating various hosting options.
- H. On January 2, 2024, PRISM notified Insurity LLC their intent to terminate cloud Hosting, Maintenance and Support services. Software Licensing is perpetual and is not impacted by the termination. Support will be provided directly by PRIMs. Hosting will be provided by Spear
- I. The County and PRISM now desire to amend the Agreement to provide necessary continuity of service to manage the County’s Liability and TAT 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, 2024 through June 30, 2024 = \$ 12,103

July 1, 2024 through July 31, 2025 = \$16,623.

August 1, 2025 through July 31, 2026 = \$17,576

The total paid for the term of the contract will not exceed \$46,302 as outlined in Exhibit A – page 5 of this amendment.

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2. **Term.** This Agreement is effective on April 1, 2024, and terminates on July 31, 2026
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. 2; 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. 2, the Participation Entity Service Agreement, and this Amendment No. 2 together constitute the Agreement.
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

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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.
 - 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. 2 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 2 remain in full force and effect.

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The parties are signing this Amendment No. 2 on the date stated in the introductory clause

PRISM

COUNTY OF SONOMA

Tom Pelster, CIO

75 Iron Point Cir #200
Folsom, CA 95630

Date Signed: _____

Janell Crane

Director of Human Resources
County of Sonoma

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 five (5) concurrent software licenses as well as four (4) additional interfaces/modules currently developed for County’s account. “Pass-through basis” means that PRISM is invoiced annually by Spear for the hosting support costs incurred by Spear 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, 2024	July 1, 2024– July 31, 2025	August 1, 2025 – July 31, 2026
Hosting	\$12,103	\$15,623	\$15,976
PRISM Support †	\$0	\$ 1,000	\$1,600*
Total Fee for Period	\$12,103	\$ 16,623	\$ 17,576

Full contract value not to exceed: \$ 46,302

†PRISM Support fee subject to increase for 2025/2026 fiscal year but will not exceed \$1,600.

Additional Exhibits

Spear Master Subscription Agreement