



**Contract Number**

15-517 A5

**SAP Number**

4400001473

## Department of Risk Management

<b>Department Contract Representative</b>	LeAnna Williams
<b>Telephone Number</b>	909-386-8621
<b>Contractor</b>	Insurity, LLC
<b>Contractor Representative</b>	Mark Adessky
<b>Telephone Number</b>	1-514-289-9090 Ext. 10111
<b>Contract Term</b>	July 28, 2015 through July 27, 2024
<b>Original Contract Amount</b>	\$2,135,527
<b>Amendment Amount</b>	\$1,357,378
<b>Total Contract Amount</b>	\$3,492,905
<b>Cost Center</b>	Various

### IT IS HEREBY AGREED AS FOLLOWS:

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

### Amendment No. 5 to Contract No. 15-517

**WHEREAS**, San Bernardino County and Contractor desire to amend and modify the Agreement as follows:

**Amendment No. 5** changes the name and taxpayer identification number of Contractor, from Insurity Claims Software, LLC 20-4816586 to Insurity, LLC 37-1651334.

**WHEREAS**, San Bernardino County and Contractor's predecessor have previously entered into an agreement, Contract No. 15-517, wherein Contractor's predecessor agreed to provide software license and maintenance of the automated claim system SIMS, to assist San Bernardino County, Department of Risk Management in the administration of liability and workers' compensation claims.

**WHEREAS**, Contractor agrees to assume and perform all responsibilities, obligations and duties of its predecessor under Contract No. 15-517.

**WHEREAS**, San Bernardino County and Contractor desire to amend and increase the total contract amount by \$1,357,378. **2021-01 Amendment** hereby attached to the agreement, specifies in detail the services and fees included in the total amendment amount.

IV. **CONTRACT TERM**, is replaced with the following:

- A. The term of the Contract(s) awarded will be for a three (3) year period from the date of approval by the County of San Bernardino Board of Supervisors, beginning on July 28, 2015 and ending on July 27, 2018, **with the option of two (2) one-year contract extensions**, unless terminated earlier as provided within the awarded Contract. If Contract negotiations for renewals are delayed for reasons beyond control of the Contractor, the Contract shall automatically be extended under the same terms and conditions until terminated by written notice by either party or by execution of a new Contract.

**Amendment No. 2 and No. 3, executed the two one-year contract extensions, from July 28, 2018 through July 27, 2020.**

**Amendment No. 4 extended the contract period for one additional year, from July 28, 2020 through July 27, 2021.**

**Amendment No. 5 will extend the contract period for three additional years, from July 28, 2021 through July 27, 2024.**

- B. Notice of Cancellation: The Contract may be terminated by any party for any reason upon thirty (30) days' written notice.

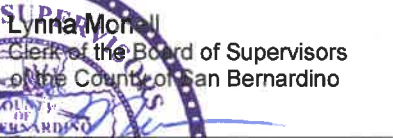
Except as amended herein, no other section of the Agreement is amended and all other terms and conditions remain the same.

**WHEREAS**, San Bernardino County and Contractor are currently complying with shelter at home orders due to Covid-19, this agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY

▶   
 Curt Hagman, Chairman, Board of Supervisors

Dated: MAY 04 2021  
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By   
 Lynnna Monell  
 Clerk of the Board of Supervisors  
 of the County of San Bernardino  
 Deputy



INSURITY, LLC


*(Print or type name of corporation, company, contractor, etc.)*  
 By ▶ E-SIGNED by Mark Adessky  
 on 2021-04-05 13:59:06 EDT  
*(Authorized signature - sign in blue ink)*

Name Mark Adessky  
*(Print or type name of person signing contract)*


Title General Counsel  
*(Print or Type)*

Dated: April 05, 2021  
 Address 170 Huyshope Ave.  
 Hartford, CT 06106

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 ▶   
 Cynthia O'Neill, County Counsel  
 Date 4/20/21

Reviewed for Contract Compliance  
 ▶ \_\_\_\_\_  
 Date \_\_\_\_\_

Reviewed/Approved by Department  
 ▶   
 LeAnna Williams, Director of Risk Management  
 Date 4/20/21

**2021-01 AMENDMENT**

This 2021-01 Amendment, effective October 1, 2020, by and between Insurity LLC, successor in title to Insurity Claims Software, LLC, formerly known as Systema Software, LLC (“**Contractor**”) and The County of San Bernardino Department of Risk Management, a California public entity (“**County**”) and together with Contractor, the “**Parties**”) (this “**Amendment**”) amends that certain Contract No. 15-517, signed on July 28, 2015 by and between Contractor and the County (the “**Contract**”). The Parties agree as follows:

1. As of October 1, 2020, the Vendor name and taxpayer identification number has been changed to:

Insurity LLC – TIN # 37-1651334

From and after the date hereof, all references to “**Systema Software, LLC**” in the Contract are hereby amended so that they are replaced by “**Insurity LLC.**”

Insurity Claims Software, LLC – TIN #20-4816586 will no longer be used.

2. IV CONTRACT TERM - Section IV of the Contract for the Software License Agreement is hereby amended to read as follows:

“A. The term of the Contract awarded will be for an additional three (3) year period from the date of approval by the County of San Bernardino Board of Supervisors, beginning on July 28, 2021 and ending on July 27, 2024.”

3. Appendix A – Pricing Detail and Payment Terms – Software License Fees is hereby amended by adding the following bullets:

07/28/2021 – 07/27/2022	\$145,084.50
07/28/2022 – 07/27/2023	\$152,338.24
07/28/2023 – 07/27/2024	\$159,955.15

4. Appendix A – Pricing Detail and Payment Terms – Section Payment Terms - Payment Schedule for Professional Services Fees is hereby amended to read as follows:

“County agrees to pay Contractor all Professional Service Fees monthly as incurred on a time and expenses basis. These services will be provided by sub-contractor Process Stream (“PS”), subject to PS’ resource availability and will be invoiced directly by Contractor. The Professional Services allocated per Addendum 4 in the table below shall be provided at a rate of \$200 per hour.

<b>Professional Service</b>	<b>Estimated Hours</b>	<b>Estimated Total</b>
Modify Reserve Buckets to provide more detail for Carriers and Underwriters	245	\$49,000
Update Organization Tree to improve reporting	155	\$31,000
Document Imaging ClaimsXPress to FileNet	200	\$40,000
UR and Pharmacy Connector modifications for new vendor	200	\$40,000
Upgrade ClaimsXPress payment processing	300	\$60,000
Account Management/upgrade implementation	100	\$20,000
<b>Total Professional Service Fees @ \$200 Per Hour</b>	<b>1,200</b>	<b>\$240,000</b>

At the conclusion of these 1,200 hours, an additional 3,000 hours of Professional Services may be allocated as set forth below for the remainder of the contract at a rate of \$220/hour.

The 3,000 hours will be billed monthly as incurred on a time and expense basis, with total fees not to exceed the allocation below during each year of the contract term. County shall provide sixty (60) days' prior written notice of its desire to utilize additional resources and hours. Contractor makes no guarantee that additional resources will be available nor that the services will be completed within the allotted hours below. If additional hours are required, such time and resources will be addressed and agreed to by the Parties in writing.

07/28/2021 – 07/27/2022      \$220,000.00 = 1,000 hours

07/28/2022 – 07/27/2023      \$220,000.00 = 1,000 hours

07/28/2023 – 07/27/2024      \$220,000.00 = 1,000 hours

Except as provided in this Amendment, all other terms and conditions of the Contract shall remain in full force and effect. In the event there are any conflicts among the terms of this Amendment and the Agreement, this Amendment shall control. Any capitalized term used but not so defined in this Amendment shall have the meanings assigned to such terms in the Agreement. This Amendment may be executed in one or more counterparts, by facsimile or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In witness of the foregoing, each Party has duly executed and delivered this Amendment to Agreement as of the day and year first above written.

**LICENSOR:**  
**INSURITY LLC, successor in title to Insurity**  
**Claims Software, LLC, f/k/a Systema Software, LLC**

E-SIGNED by Mark Adessky  
on 2021-04-05 13:58:56 EDT

Signature

Mark Adessky

Printed Name

General Counsel

Title

April 05, 2021

Dated

**LICENSEE:**  
**County of San Bernardino**



Signature

Curt Hagman

Printed Name

Chairman, Board of Supervisors

Title

MAY 04 2021

Dated

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD OF SUPERVISORS

By

