

## 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**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

**LICENSEE:**

**County of San Bernardino**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

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

By \_\_\_\_\_