

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated 20 June, 2023 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 Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On January 23, 2023, the County and the PRISM entered into SOFTWARE LICENSE AND SERVICE AGREEMENT which is County agreement number 23-037 (“Agreement”), for use of the claims administration software, ClaimsXpress, under the terms and conditions provided for in the Master Services Agreement between PRISM and Insurity. Insurity is the company which manages the ClaimsXpress software.

B. 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 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.

C. The County and the PRISM now desire to amend the Agreement to provide necessary continuity of service to manage the County’s liability and medical malpractice claims.

The parties therefore agree as follows:

1. Article 4, Section 4.2 of the Agreement, Maximum Compensation, located at line 6 on Page 3 is deleted in its entirety and replaced with the following:

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

(A) July 1, 2022, through June 30, 23= \$20,296.04, July 1, 2023, through March 30, 2024= \$22,094.93.

(B) The total paid for the term of the contract will not exceed \$42,390.97.”

2. Article 5, Section 5.1 of the Agreement, entitled “Term,” is deleted in its entirety and replaced with the following:

1 “**Term.** This Agreement is effective on July 1, 2022, and terminates on March 31,
2 2024, except as provided in Article 8.1, “Termination and Suspension”.”

3 3. Article 5, Section 5.2 of the Agreement, entitled “Extension,” is deleted in its entirety.

4 4. Article 12, Section 12.11 of the Agreement, entitled “Entire Agreement,” is deleted in its
5 entirety and replaced with the following:

6 “**Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between
7 PRISM and the County with respect to the subject matter of this Agreement, and it supersedes
8 all previous negotiations, proposals, commitments, writings, advertisements, publications, and
9 understandings of any nature unless those things are expressly included in this Agreement. If
10 there is any inconsistency between the terms of this Agreement without its exhibits and the
11 terms of the exhibits, then the inconsistency will be resolved by giving precedence as follows: 1)
12 the terms of this Amendment No. 1; 2) the terms of the Agreement without its exhibits and 3) to
13 the terms of the exhibits.”

14 5. Exhibit B, “Compensation” located on page B-1 is deleted in its entirety and replaces
15 with Exhibit A, attached hereto.

16 6. When both parties have signed this Amendment No. 1, the Agreement, 23-037 and this
17 Amendment No. 1 together constitute the Agreement.

18 7. The PRISM represents and warrants to the County that:

19 a. The PRISM is duly authorized and empowered to sign and perform its obligations
20 under this Amendment.

21 b. The individual signing this Amendment on behalf of the PRISM is duly authorized to
22 do so and his or her signature on this Amendment legally binds the PRISM to the
23 terms of this Amendment.

24 8. The parties agree that this Amendment may be executed by electronic signature as
25 provided in this section.

26 a. An “electronic signature” means any symbol or process intended by an individual
27 signing this Amendment to represent their signature, including but not limited to (1) a
28

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

4 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
5 equivalent to a valid original handwritten signature of the person signing this
6 Amendment for all purposes, including but not limited to evidentiary proof in any
7 administrative or judicial proceeding, and (2) has the same force and effect as the
8 valid original handwritten signature of that person.

9 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
10 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
11 2, Title 2.5, beginning with section 1633.1).

12 d. Each party using a digital signature represents that it has undertaken and satisfied
13 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
14 through (5), and agrees that each other party may rely upon that representation.

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

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

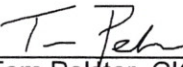
20 10. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
21 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
22 effect.

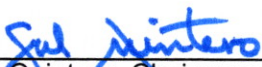
23 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 PRISM

COUNTY OF FRESNO

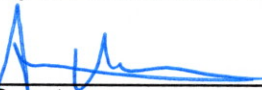
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6 _____
Tom Pelster, CIO



Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

7 75 Iron Point Cir #200
8 Folsom, CA 95630

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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10
11 By: 

Deputy

12 For accounting use only:

13 Org No.:89250100
14 Account No.:7288
15 Fund No.:1060
16 Subclass No.:10000
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Exhibit A

Compensation

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

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 two (2) additional interfaces/modules currently developed for County’s account (Check issuance and positive pay). “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. PRISM includes a flat \$1,000 annually for the front-line support provided by PRISM.

One-time costs to bring user license count to a maximum of five (5) licenses

Description	2022/23	2023/24
Additional user licenses [†]	\$6,000.00	
Late Fee	\$373.38	

On-going costs by year

Maintenance and Support	\$3,922.66	\$3,922.66
Hosting	\$9,000.00	\$17,172.27
Total Insurity Cost	\$19,296.04	\$21,094.93
PRISM Administration	\$1,000.00	\$1,000.00

Total one-time and on-going costs

Total Costs	\$20,296.04	\$22,094.93
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[†] Cost includes two new user licenses

Exhibit A

1 ADDITIONAL DEVELOPMENT. Should County wish to add additional modules, interfaces,
2 change layouts for an existing module, interface (“Additional Services”), or require any Insurity
3 custom development, County shall initiate a request with PRISM. PRISM will then provide the
4 County with the quote via a contract amendment. The County’s Human Resources Director
5 shall be authorized to enter into such amendment between the parties, subject to approval as to
6 legal form by County Counsel and as to accounting form by Auditor-Controller/Treasurer-Tax
7 Collector, PRISM will authorize Insurity to proceed with development only after the County
8 executes the contract amendment. All such work will be billable through PRISM to the County
9 on a time and expense basis at the rate of \$165/hour. PRISM will provide relevant detailed
10 billing to the County.

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