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Amendment Number One
to
MA-017-22010011
Between
County of Orange
And
RISKONNECT INC
For
RISK AND CLAIMS MANAGEMENT INFO SYSTEMS SOLUTIONS

This AMENDMENT Number One to Contract MA-017-22010011 (hereinafter referred to as "Amendment Number One") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and Riskonnect Inc, ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

Recitals

WHEREAS, County and Contractor entered into Contract MA-017-22010011 for Risk And Claims Management Info Systems Solutions, effective December 10, 2021, through December 9, 2026, in the Not-to-Exceed Amount of $571,069.20, ("Contract"); and,

WHEREAS, the Parties now desire to Renew, Increase the Contract for two (2) years/ Year 6 $113,003.16 and Year 7 $115,927.66 effective December 10, 2026, through December 9, 2028, with a new Not-to-Exceed Amount of $800,000.02; and,

WHEREAS, the Parties now desire to Revise Attachment B – Payment/Compensation to include annual cost for Year 6 and Year 7; and

NOW THEREFORE, the Parties agree as follows:

1. "Term of Contract" of the Contract shall be amended to include the following:

Contract shall be renewed for two (2) years, effective December 10, 2026, through December 9, 2028, unless otherwise terminated as provided herein.

2. Attachment B - Payment/Compensation, shall be amended to include the following:

Not-to-Exceed Amount**:** $800,000.02

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
ANNUAL MAX NOT TO EXCEED AMOUNT	$130,413.84	$110,163.84	$110,163.84	$110,163.84	$110,163.84	**$113,003.16**	**$115,927.66**

Docusign Envelope ID: E8D5884D-2A57-83B0-8126-59035AB91308

1. **COMPENSATION**: This is a fixed price Contract between County and Riskonnect for the Services as set forth in this Contract. Riskonnect agrees to supply all Services as set forth in this Contract. Riskonnect agrees to accept the specified compensation as set forth in this Contract in accordance with any Subscription Order or Statement of Work, which shall be subject to the terms and conditions of this Contract.

   County shall have no obligation to pay any sum in excess of the amounts specified herein unless authorized by an amendment.

   In the tables below, "Year" shall be defined as the twelve (12) months from the Effective Date of the Contract.

2. **FEES – ATTACHMENT A (SCOPE OF SERVICES-SUBSCRIPTION ORDER)**

   Following the Effective Date and on each anniversary of the Effective Date thereafter during the Term, and following receipt of an acceptable invoice from Riskonnect, County will pay in advance the following annual fees for the performance of Attachment A (Scope of Services).

2.1. SERVICES FEES - MAINTENANCE LIABILITY 294

Item	Services Description	Units	Year 1 Flat Fee	Year 2 Flat Fee	Year 3 Flat Fee	Year 4 Flat Fee	Year 5 Flat Fee	Year 6 Flat Fee	Year 7 Flat Fee
01	Admin Users – RMIS	1	$8,400.00	$8,400.00	$8,400.00	$8,400.00	$8,400.00	$8652.00	$8911.56
02	Full Users	7	$31,850.00	$31,850.00	$31,850.00	$31,850.00	$31,850.00	$32,805.50	$33,789.67
03	Operations W/Reports	4	$1,458.00	$1,458.00	$1,458.00	$1,458.00	$1,458.00	$1,501.74	$1,546.79
04	Operations	7	$1,841.00	$1,841.00	$1,841.00	$1,841.00	$1,841.00	$1,896.23	$1,953.12
05	Business Insights Adv.	1	$1,370.00	$1,370.00	$1,370.00	$1,370.00	$1,370.00	$1,411.10	$1,453.43
06	eComposer	10	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,090.00	$3,182.70

2.2. STORAGE SUBSCRIPTION FEES

Item	Services Description	Units	Year 1 Flat Fee	Year 2 Flat Fee	Year 3 Flat Fee	Year 4 Flat Fee	Year 5 Flat Fee	Year 6 Flat Fee	Year 7 Flat Fee
01	Riskonnect Infrastructure (Data)	2	$8,500.00	$8,500.00	$8,500.00	$8,500.00	$8,500.00	$8,755.00	$9,017.65
02	File Add-On	50	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,180.00	$6,365.40

2.3. DATA SUBSCRIPTION AND LICENSES FEES

Item	Service Description	Units	Year 1 Flat Fee	Year 2 Flat Fee	Year 3 Flat Fee	Year 4 Flat Fee	Year 5 Flat Fee	Year 6 Flat Fee	Year 7 Flat Fee
01	Annual Customer Support Hours	34	$6,375.00	$6,375.00	$6,375.00	$6,375.00	$6,375.00	$6,566.25	$6,763.24
02	**Data Subscription:**	---	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,725.00	$7,956.75

Docusign Envelope ID: E8D5884D-2A57-83B0-8126-59035AB91308

	CAPS+, Inbound Daily								
03	ISO Query, Bi-Direct	---	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,605.00	$3,713.15
04	ISO Center for Medicare, Bi-Direct Daily	---	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,605.00	$3,713.15

2.4. TOTAL ANNUAL FEES – ATTACHMENT A (2.1, 2.2 and 2.3 Totals)

Item	Service Description	Year 1 Flat Fee	Year 2 Flat Fee	Year 3 Flat Fee	Year 4 Flat Fee	Year 5 Flat Fee	Year 6 Flat Fee	Year 7 Flat Fee
01	**Total Annual Fees**	**$83,294.00**	**$83,294.00**	**$83,294.00**	**$83,294.00**	**$83,294.00**	**$85,792.82**	**$88,366.61**

3. FEES – ATTACHMENT A-1 (ADDITIONAL SCOPE OF SERVICES)

3.1. **Following** the Effective Date and on each anniversary of the Effective Date thereafter during the Term, following receipt of an acceptable invoice from Riskonnect, County will pay in advance the following annual fees for the performance of Attachment A-1 (Additional Scope of Services).

Item	Service Description	Units	Year 1 Flat Fee	Year 2 Flat Fee	Year 3 Flat Fee	Year 4 Flat Fee	Year 5 Flat Fee	Year 6 Flat Fee	Year 7 Flat Fee
01	File Storage – Add on	50	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,180.00	$6,365.40
Item	**SEDGWICK JURIS INBOUND FEED**	**Units**	**Year 1 Flat Fee**	**Year 2 Flat Fee**	**Year 3 Flat Fee**	**Year 4 Flat Fee**	**Year 5 Flat Fee**	**Year 6 Flat Fee**	**Year 7 Flat Fee**
01	Configuration	---	None	None	None	None	None	None	None
02	Annual FEES Role Based User	1	$600.00	$600.00	$600.00	$600.00	$600.00	$618.00	$636.54
03	On-Going Data Semi Monthly	1	$4,750.00	$4,750.00	$4,750.00	$4,750.00	$4,750.00	$4,892.50	$5,039.28
	NEW SERVICE FEES	**---**	**$11,350.00**	**$11,350.00**	**$11,350.00**	**$11,350.00**	**$11,350.00**	**$11,690.50**	**$12,041.22**

3.2. IMPLEMENTATION FEES – ATTACHMENT A-1

Upon execution of the Contract and start of implementation, Contractor may invoice County for 50% of the total Implementation Fees noted in the table below. Contractor then shall invoice County the remaining 50% of the total implementation fees in arrears at completion of project (Go-Live). Payment will be based on actual hours worked, with justification for the hours billed included with the invoice.

Item	Service Description	Units	Year 1	Year 2 Flat Fee	Year 3 Flat Fee	Year 4 Flat Fee	Year 5 Flat Fee	Year 6 Flat Fee	Year 7 Flat Fee
01	Implementation Fees Professional Hours	108	$20,250.00	None	None	None	None	None	None

Docusign Envelope ID: E8D5884D-2A57-83B0-8126-59035AB91308

3.3. TOTAL FEES FOR ATTACHMENT A-1 SERVICES (3.1 AND 3.2 TOTALS)

Item	Service Description	Year 1 Flat Fee	Year 2 Flat Fee	Year 3 Flat Fee	Year 4 Flat Fee	Year 5 Flat Fee	Year 6 Flat Fee	Year 7 Flat Fee
	NEW SERVICE FEES	$31,600.00	$11,350.00	$11,350.00	$11,350.00	$11,350.00	$11,690.50	$12,041.22

4. GRAND TOTAL FOR ATTACHMENT A AND ATTACHMENT A-1 SERVICES**

4.1. The grand total amount under this Contract for Attachment A and Attachment A-1 Services is:

Item	Service Description	Year 1 Flat Fee	Year 2 Flat Fee	Year 3 Flat Fee	Year 4 Flat Fee	Year 5 Flat Fee	Year 6 Flat Fee	Year 7 Flat Fee
01	GRAND TOTAL	$114,894.00	$96,644.00	$96,444.00	$96,444.00	$96,444.00	$102,427.32	$105,500.15

****Optional Additional Service costs are not included in the "Grand Total" due to Contractor. Contractor may bill for the optional additional services separately as needed and approved by County in accordance with the terms of this Contract; provided, however, that Contractor shall not provide optional additional services that would exceed the Contract's not to exceed amounts.**

5. OPTIONAL ADDITIONAL SERVICES AND COST

5.1 At its option, County may add the following additional services as needed and requested in writing by County, up to the Contract's Not to Exceed Amount.

5.1.1 RCMIS Licenses: County may add RCMIS licenses up to the maximum amount noted below at the following pre-negotiated costs.

User License Type	Max Additional Available	Price per Unit
Platform Administrative Users (RCMIS)	2	$8,400
Platform Full Users	5	$4,550
Operations Users (with Reports)	10	$360
Operations Users	10	$263
Riskonnect Business Intelligence Report Studio	3	$2,630
Riskonnect Business Intelligence Business Insights Advanced	5	$1,370
Riskonnect Business Intelligence Report Consumer	5	$840

5.1.2 Data Storage: County may add data storage at the following pre-negotiated cost.

Docusign Envelope ID: E8D5884D-2A57-83B0-8126-59035AB91308

5.1.2.1 Contractor shall notify County when County is close to reaching and when County has reached the maximum amount of data or file storage subscribed by County in Table 3.1 and Table 2.2 of this Attachment B. If County exceeds the maximum amount, County shall reduce its data storage to the amount subscribed or shall pay excess data storage fees at the following pre-negotiated costs.

Storage Type	Annual Price per unit (per Gigabyte)
Record (data) storage	$2,500
Attachment storage fee	$120

Additional Storage

Storage Type/Quantity/Unit Price	Year 6	Year 7
File Storage (GB)	$4,944	$5,092.32

5.2 Data Feeds: County may add the following data feeds at the following pre-negotiated costs:

Interface Name	Inbound/Outbound or Bi-Directional	Transmission type	Frequency	One-Time Cost	Annual Cost
CAPS+	Bi-Directional	SFTP	One-Time	$5,000	
CAPS+	Bi-Directional	SFTP	Daily		$7,500
CAPS+	Bi-Directional	SFTP	Weekly		$5,000
CAPS+	Bi-Directional	SFTP	Monthly		$4,000
Identity Management	Inbound	SFTP	Daily	$1,500	$3,500

5.3 Professional Support Services: County may add Professional Support Services substantially related to the professional services provided under this Contract. County will request Professional Support Services in writing and the Riskonnect project manager will provide County a reasonable estimate on the number of hours needed to complete the requested professional support services. If County approves the Professional Support Services in writing, Contractor must invoice County for such hours monthly at the hourly rate noted in the table below. **Hours are measured per Contract Year. Hours beyond the 50 hours shown below are available at the same hourly rate when approved in advance and in writing by County's Project Manager, provided total amounts payable remain within the annual maximum amount for that Contract Year and the Not-to-Exceed Amount; otherwise, an amendment is required. The hourly rate is fixed for Year 6 and Year 7.**

Docusign Envelope ID: E8D5884D-2A57-83B0-8126-59035AB91308

Professional Services Support	Hourly Rate
Up to 50 additional hours per Contract	$200 (fixed for Year 6 and Year 7)

6 **COUNTY PAYMENT TERMS**

Riskonnect shall reference Contract # MA-017-22010011 on every invoice. Payment will be net 45 days, unless otherwise stated, after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rest with Riskonnect. Incomplete or incorrect invoices are not acceptable and will be returned to Riskonnect for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Billing shall cover services and/or goods not previously invoiced. Riskonnect shall reimburse the County for any monies paid to Riskonnect for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7 **PAYMENT/INVOICING INSTRUCTIONS**

Riskonnect will provide an invoice on Riskonnect's letterhead for services rendered. Each invoice will have a number and will include the following information:

a. Riskonnect's name and address
b. Riskonnect's remittance address (if different from (a.) above)
c. Name of County agency department
d. County Contract number
e. Service date(s)
f. Service description
g. Riskonnect's Federal I. D. number
h. Total

8 **E-INVOICES AND SUPPORT DOCUMENTATION MUST BE FORWARDED TO**:

County of Orange

Risk Management Office

Attn: Risk Management Director

601 N. Ross Street, 5th Floor

Santa Ana, CA 92701-7530

9 **ELECTRONIC FUNDS TRANSFER (EFT):** County of Orange offers Contractors the option to receive direct payment to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. To request an EFT form, please contact DPA.

Docusign Envelope ID: E8D5884D-2A57-83B0-8126-59035AB91308

3. <u>All other terms and conditions in this Contract shall remain unchanged and with full force and effect.</u>

Docusign Envelope ID: E8D5884D-2A57-83B0-8126-59035AB91308

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

RISKONNECT INC

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signature	Name	Title	Date
Signed by: Peter Vlerick CACB6DE2AD2A4AE...	Peter Vlerick	Chief Financial Officer	10/23/2026
DocuSigned by: Jim Wetekamp D832EBA7535B4C5...	Jim Wetekamp	Chief Executive Officer	10/23/2026

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
		Deputy Procurement Agent	

Approved as to form:
County Counsel

Signature	Name	Date
Signed by: Mark Batarse 98A83B6DE25A437...	Mark Batarse	10/23/2026