



**AMENDMENT NUMBER ONE
CONTRACT NUMBER MA-017-14010752
BETWEEN
COUNTY OF ORANGE
AND
RISKONNECT INC.**

FOR RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM SOLUTIONS

THIS Agreement, MA-017-14010752, for Risk and Claims Management Information System Solutions (hereinafter referred to as "Contract") 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 (hereinafter referred to as "County"), and **Riskconnect Inc.** with a place of business at 1701 Barrett Lakes Blvd., NW Ste. 500, Kennesaw, GA 30144-4517, (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as a "Party", or collectively referred to as "Parties".

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for providing Risk and Claims Management Information System Solutions for the County; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Risk and Claims Management Information System Solutions; and

WHEREAS, the County and Riskconnect, Inc. entered into Contract Number MA-017-14010752 which commenced on December 10, 2013 and expires on December 9, 2018; and

WHEREAS, the Parties desire to enter into this Amendment Number One to replace Article 30 with a revised Article #79 Conflict or Interest to Change of Ownership/Name, Litigation Status, Conflicts with County Interests; and

WHEREAS, the Parties desire to enter into this Amendment Number One to renew the Contract for a single additional two (2) year term commencing on December 10, 2018 through and including December 9, 2020; and

NOW, THEREFORE, the Parties mutually agree as follows:

1. Article 30 is deleted in its entirety.
2. Article #79 is revised to contain the following:

79. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners

shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

3. Article 1 "Term of Contract, shall be amended in its entirety to read as follows:

Term of Contract: This Contract shall commence on December 10, 2018, and continue for two (2) calendar years from that date, through and including December 9, 2020 unless otherwise terminated by County.

4. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

- Signature Page follows -

