

**SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND COREMR, L.C.**

**THIS SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND COREMR, L.C.** (the "Agreement") is made this 21<sup>st</sup> day of ~~April~~<sup>May</sup>, 2014 (the "Effective Date"), by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the "County"), and CorEMR, L.C. a Utah limited liability company (the "Contractor"). The County and the Contractor are jointly referred to herein as the "Parties" and may sometimes singly be referred to herein as a "Party."

**RECITALS**

A. The Contractor has developed and owns certain proprietary electronic medical records software (the "Software") and is in the business of licensing its Software to correctional facilities and/or the counties that operate the same.

B. The County operates a correctional facility located at 3025 Oakes Avenue, Everett, Washington 98201 (the "Facility"). The Facility provides, by separate contract or otherwise, medical services for the care and treatment of the inmates at the Facility.

C. The County desires to obtain a license to use the Software in connection with the provision of medical services for the inmates at the Facility. The Contractor is willing to license the Software to the County for its use exclusively at the Facility.

**AGREEMENT**

NOW, THEREFORE, in consideration for the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Unless the context clearly requires otherwise or the term is elsewhere defined, the definitions in this Section 1 shall apply throughout this Agreement.

1.1 "Accept," "Acceptance," and "Acceptance of the System" shall refer to the occurrence of the following: (a) the Contractor has provided to the County the Software and installation of the same on the County's computers has been completed, (b), the Contractor's most current user manual and agreed- upon training of County employees has been completed, and (c) the County notifies the Contractor in writing that it has received the user manual and all acceptance testing for the System has been completed successfully in accordance with the Software Acceptance Plan. Nothing else, including payment for any portion of the System or the County's use of the System, or any portion thereof, in a live, operational environment, shall constitute Acceptance of any portion of the System.

1.2 "Contract Test Procedures and Documentation" means those procedures and documents attached hereto as Exhibit B.

1.3 “Critical Defect” means any Defect that (1) severely impacts the County’s ability to use the Software or the System or the Contractor’s ability to provide Services, or (2) has a significant financial impact on the County.

1.4 “Custom Software” means any custom software designed and developed by the Contractor exclusively for the County’s unique use at the Facility as may hereafter be agreed upon by the Parties, and the County has paid the Contractor for the same. At the inception of this Agreement, no Custom Software is licensed or provided. In the event that this Agreement is amended to include Custom Software, said Custom Software shall be considered Work Product.

1.5 “Defect” means (1) any failure of the Software to operate in accordance with the Documentation or Contract Test Procedures and Documentation; and/or (2) any failure of the Contractor to perform the Services in accordance with the Service Level Standards.

1.6 “Deliverable” means the Software and Documentation to be delivered under this Agreement.

1.7 “Documentation” means the Contractor’s most current user manual pertaining to the Software. Documentation shall not include Source Code.

1.8 “Facility” shall mean the County’s correctional facility located at 3025 Oakes Ave., Everett, Washington, 98201 in Snohomish County, Washington.

1.9 “Functional Specifications” means collectively those specifications set forth in Sections 5 and 6 through 8 of Exhibit A.

1.10 “License(s)” shall mean any license or licenses granted by the Contractor to the County under this Agreement.

1.11 “Material Defect” means Critical Defect and/or Medium Defect.

1.12 “Medium Defect” means any Defect that adversely affects the County’s ability to use the Software or the System or the Contractor’s ability to provide services, even if an alternative temporary solution or workaround acceptable to County may be accomplished.

1.13 “Notice of Acceptance” means the notice the County shall give to the Contractor upon accepting the System after acceptance testing has been completed as described in Section 10.

1.14 “Object Code” shall mean the binary machine-readable version of the Software.

1.15 “Performance Standards” means, collectively the warranties and performance standards set forth in Section 15 and the Contract Acceptance Test Procedures and Documentation.

1.16 “Protected Health Information” has the meaning given such term in 45 CFR §160.103.

1.17 “Server(s)” means the County’s server(s) at the Facility, which Server(s) shall be owned, operated and maintained by the County.

1.18 “Services” means, individually or collectively, the installation of the Software on the County’s computers/servers at the Facility, testing the same, agreed upon training in the use of the Software as set forth in the Contract Acceptance Test Procedures and Documentation, prompt telephone support in the event of a failure in the software, and prompt telephone support in the event of a server failure for assisting the applicable County information technology representative(s) in installing the Software on a new Server. In addition, “Services” includes telephone and e-mail support for questions and issues pertaining to the use of the Software during regular business hours from 8:00 a.m. to 5:00 p.m., MT or MDT, as applicable, Monday through Friday, excluding the following Federal holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. On-call telephone support is available after hours, weekends and holidays.

1.19 “Service Level Standards” means the service level standards set forth in Section 15 and the Contract Test Procedures and Documentation.

1.20 “Software Acceptance Plan” means collectively those standards set forth in Sections 6 through 8 of Exhibit A and the entirety of Exhibit B.

1.21 “Source Code” means computer software in the form of source statements for the Software (excluding all Third Party Software) including, without limitation, all software in the form of electronic and printed human-readable, mnemonic or English-like program listings, including printed and on-line descriptions of the design of such software including, without limitation, data definition models, indices, structure tables, system flow charts, program flow charts, defined terms, file layouts, program narratives, global documentation (including global variables) and program listings.

1.22 “System” means the Software as installed on the County’s servers at the Facility.

1.23 “Work Product” means all hereafter agreed upon and paid for by the County custom, uniquely designed and created software for the Facility provided by the Contractor to the County for the County’s use exclusively at the Facility. Work Product shall not include any Custom Software provided to the County for use at the Facility that is not unique to the County and/or for which the County has not paid any money. At the inception of this Agreement, no Custom Software is to be provided; therefore, presently there is no Work Product.

## **2. Scope of Contractor’s Services.**

The Contractor agrees to provide the County for its use exclusively at the Facility the

following:

2.1 A copy of the Software properly configured, set up and installed on the Server with sufficient capacity to support concurrent users as needed for Facility operations and (provided the Server and network infrastructure will accommodate such concurrent users) and including any necessary interfaces with software for the County's pharmaceutical vendor;

2.2 Agreed-upon training on the operation, maintenance, and use of the Software as set forth on the Statement of Work attached hereto as Exhibit A;

2.3 In the event of a failure of the software, prompt telephone and e-mail support for Facility personnel;

2.4 In the event of a Server failure, prompt telephone support for assisting the applicable information technology representative(s) in installing the Software on a new Server;

2.5 On an on-going basis, reasonable telephone consultation and training for County's information technology representative and, if requested by the County, the information technology representative for the Facility regarding use of the Software;

2.6 Periodic product updates and enhancements to the Software for use by the County exclusively at the Facility during the term of this Agreement;

2.7 Periodic information Contractor has learned from the industry generally (not including any proprietary information) concerning current correctional Facility practices and procedures for electronic medical records creation, access, retention, storage and retrieval;

2.8 Upon request by the County, at least annual telephonic consultation with the County's information technology representative and the information technology representative and medical personnel at the Facility, to evaluate and improve electronic medical records creation, addition to, access, retention, storage and retrieval;

2.9 Reasonable integration of the County adaptable medical protocol forms, if any, into the Software at the Facility; and

2.10 Upon termination of this Agreement and provided County is not in breach of this Agreement, a stand-alone, read-only program that allows the County to search for, view and print medical records, along with a data schema describing how data is stored.

3. **Turn-key Basis.** The Parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a "turn-key basis." This expression is understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery and installation of the Software properly configured on the Servers, delivery of the user manual and agreed-upon training of County employees in the use of the Software.

4. **No Obligation of Contractor.** In connection with the use of the Software, and electronic medical records creation, addition to, modification of, access, storage and retrieval at the Facility, the Contractor shall have no obligation or responsibility to the County, the Facility, any inmates at the Facility, or to any third persons or legal entities for or liability for, in connection with, or arising from any failure to perform the following:

4.1 The Server(s) which must be configured to the Contractor's minimum specifications to run and operate the Software at the County's expense at the Facility;

4.2 Any additional hardware at the Facility such as document scanners and computers;

4.3 The location of the Server(s) and related physical aspects including, without limitation, electrical power availability, backup, controlled environment including humidity and temperature, and all other physical aspects in connection with the Server(s) and related hardware;

4.4 The input, form, content, completeness and/or accuracy of any medical records, coding or billing;

4.5 The security for the Server(s) and Server location(s), user names and passwords, credentials, keys, and all on-site medical records, whether stored electronically or otherwise;

4.6 Maintaining privacy pertaining to on-site medical records, whether stored electronically or otherwise, including compliance with state and federal privacy laws and including HIPAA and the HIPAA Security Rule, if applicable;

4.7 The security of, access to, and privacy of all applicable computer hardware and stored data and medical records (whether stored electronically or otherwise) including, without limitation, providing appropriate user names, passwords, credentials, keys, encryptions, etc.;

4.8 On-site back-up systems, and such off-site back-up systems as the County determines necessary or advisable;

4.9 On-site backup of the Server(s) and all electronic medical records and data stored thereon, and appropriate encryption of the same, and for regularly transmitting the electronic medical records and data to selected off-site back-up/storage, if any, as determined from time to time by the County;

4.10 Remote access for anyone on behalf of or through the County to medical records stored on-site and/or off-site;

4.11 The acts and omissions of all users of the Software at the Facility and for remote access thereto by anyone on behalf of County to medical records stored on-site and/or

off-site;

4.12 The acts and omissions of all users of the Software at the Facility and remote access by anyone on behalf of or through the County to medical records stored on-site and/or off-site; and

4.13 The medical care, including diagnosis, treatment and medication dispensing, of any and all inmates at the Facility.

**5. Protocol Forms.** The County may have developed and own certain protocol forms for assisting the Facility's medical staff in efficiently providing medical services to inmates in the Facility. At no additional cost, the Contractor agrees to exercise reasonable efforts to integrate all the County's adaptable protocol forms, if any, into the Software used by the County at the Facility.

**6. License.**

6.1 Grant of License. Provided the County complies with all of the terms and conditions of this Agreement including timely payment of the Initial Set Up Fee and the Monthly Service Fee as provided Section 11, the Contractor grants the County a non-exclusive, non-transferable, limited license to use the Software for electronic medical records under the Agreement on one server exclusively at the Facility for so long as the Agreement is in effect and not terminated or expired. Immediately upon the expiration or termination of this Agreement, this License shall also automatically and without notice terminate and expire, and the County shall no longer be entitled to use the Software, or any component thereof, except its protocol forms, if any, which the County may have caused to be installed thereon. In the event of the termination or expiration of this Agreement and/or the License granted hereby, the County must immediately uninstall and return the Software to the Contractor, including all documentation together with all upgrades, enhancements, modifications and updates and shall not thereafter use the same.

6.2 Backup Copy; Transferability. The County may make one backup copy of the Software for archival purposes to back-up the Software, provided its backup copy is not installed or used on any computer. The County may network the Software internally at the Facility for the sole and exclusive purpose of using the Software through commands, data or instructions exclusively on the internal network at the Facility. No other network use is permitted. Except as provided in Exhibit A and upon the County providing secure access, no Internet Web hosting or Internet access of any kind or nature is permitted. The County may not transfer any rights of any kind or nature to the Software or the backup copy thereof. All trademark, copyright, and proprietary rights notices must be faithfully reproduced and included by the County on such copy. The County may not make any other copies of the Software.

6.3 Other Restrictions. The Contractor reserves all rights not expressly granted to the County herein. Without limiting the generality of the foregoing, the County shall not, nor shall it permit, any other party to: (i) use the Software except pursuant to the terms of this Agreement; (ii) disassemble, decompile, unbundle, reverse engineer, or translate any part of the

Software, or otherwise attempt to reconstruct or discover the source code of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; or (iii) modify or create derivative works based on the Software; or (iv) externally distribute, sublicense, resell, encumber, or otherwise transfer the Software; or (v) rent, lease, lend, or use the Software for timesharing or bureau use; or (vi) allow a third party to inspect, copy, access, or use the Software; or (vii) disclose the results of any benchmark test of the Software to a third party without the prior written approval of the Contractor; or (viii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. The Software contains trade secrets and confidential information and the County shall diligently protect the same against transfer or disclosure to, or discovery by, other persons not authorized by the Contractor. In the event the County creates, or causes to be created, any derivative work or modification to the Software, in violation of this Agreement or otherwise, all such derivative works and/or modifications (including all related intellectual property) created by or for the County is hereby assigned to Contractor in their entirety.

6.4. Ownership. The Software is licensed to the County, not sold, and the County has no ownership of any kind in or to the Software.

6.5. Copyrights; Trade Secrets. The County acknowledges and agrees that the structure, sequence, and organization of the Software (including but not limited to any technical configurations, technical data, images, photographs, animations, video, audio and text) are proprietary to and are the valuable trade secrets of Contractor. The County agrees to hold such trade secrets in confidence. Unless explicitly set forth in a written agreement executed between the Contractor and the County, the County may not remove from the Software or alter any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Software.

6.6 Updates. Except as otherwise expressly provided herein, this Agreement and all Exhibits attached hereto will govern any Software updates, modifications, enhancements, upgrades, patches, pre-releases (BETA), tryout, evaluation or product sampler that may be provided to the County in accordance with the Contractor's then-current maintenance and support policies, unless such updates, modifications, enhancements and/or upgrades are provided under separate license agreement. The County may use such updates, modifications, enhancements and/or upgrades, etc., only in conjunction with the License granted pursuant to this Agreement and such updates, modifications, enhancements and/or upgrades, etc., and Contractor may condition issuance thereof to the County on its written acceptance of the then current maintenance and support policies. Updates to which the County may be entitled under this Agreement shall not include any custom modifications or versions of the Software not released by the Contractor for general distribution to its clients.

## 7. Work Product.

7.1 Ownership. The County will be the exclusive owner of all Work Product. To the extent permitted under the U.S. Copyright Act (17 USC § 101 et seq., and any successor statute thereto), Work Product will constitute "works made for hire," and the ownership of such Work Product will vest in the County at the time they are created. In any event, the Contractor

hereby assigns and transfers to the County, for the agreed upon compensation, all right, title and interest that the Contractor may have in the Work Product, including, without limitation, all copyright, trademark, trade secret, patent and other intellectual property and proprietary rights (collectively, "Intellectual Property Rights") therein. To the maximum extent allowed, the Contractor hereby irrevocably and unconditionally waives, in perpetuity, any rights it may have with respect to the Work Product under any law relating to "the moral rights of authors" or any similar law throughout the world. The Contractor will promptly disclose to the County all Work Product.

7.2 Non-Employees. If any individual or entity who is not a direct employee of the Contractor performs or otherwise participates in any Services, the Contractor will obtain from such non-employee a legally binding, written assignment sufficient to transfer to the County all of the non-employee's rights, title and interest in and to the Work Product. Upon the County's request, the Contractor will provide the County with copies of all such assignments.

7.3 Further Acts. The Contractor, its employees, agents, subcontractors and affiliates, will take such action as the County reasonably may request to evidence, transfer, vest or confirm the County's right, title and interest in the Work Product.

7.4 Use. Except as required for the Contractor's performance of the Services or as authorized in writing by the County, the Contractor will not use, disclose, publish or distribute any Work Product. The Contractor will hold all Work Product in trust for the County and will deliver such Work Product to the County upon request and in any event upon the expiration of termination of this Agreement.

## **8. Term of Agreement.**

The initial term (the "Initial Term") of this Agreement shall be for a period of five (5) years from the date of the Acceptance of the System, unless sooner terminated as provided in Section 9 below, and shall be automatically renewed, without notice, on the same terms and provisions, for successive periods of one (1) year each ("Renewal Term(s)"), unless either Party gives written notice of termination to the other at least ninety (90) days prior to the expiration of the Initial Term or applicable Renewal Term.

## **9. Default; Termination.**

9.1 Termination for Default. In the event either Party hereto breaches or defaults in any of the terms, provisions, covenants, obligations or warranties of this Agreement, the other Party shall give notice specifying such breach and give the breaching Party a thirty (30) day opportunity to cure the breach. In the event the breach is cured within this thirty (30) day period, this Agreement shall not be in default. In the event the breaching Party fails to cure the breach within this thirty (30) day period, such breaching Party shall be in default, and the other Party shall be entitled to terminate this Agreement at any time thereafter upon written notice to the other Party resulting in, among other things, an automatic termination of the License granted by this Agreement.



Notwithstanding the foregoing or anything herein to the contrary, the County may terminate this Agreement at any time and for any reason upon thirty (30) calendar days prior written notice of termination received by Contractor.

9.2. Termination for Non-Appropriation. In the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County may terminate this Agreement as a matter of public convenience as provided herein. The County will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, provide the County provides the Contractor written notice prior to the end of the current fiscal period that non-allocation of funds is probable and provides a notice of termination within fourteen (14) days after the end of the fiscal period.

9.3 Effect of Termination. Except as otherwise set forth in this Agreement, the termination of this Agreement shall not affect the accrued rights of either of the Parties under any other section or paragraph of this Agreement or limit the rights and remedies of either Party hereunder in any manner, except that effective immediately upon the expiration or termination of this Agreement for any reason or no reason by either Party, the License to use the Software granted by this Agreement shall also automatically and without notice immediately terminate and expire, and the County and the Facility shall no longer use the Software, or any component thereof, except the read-only software and the County's protocol forms, if any, which have been installed thereon all of which shall be in a read-only format.

**10. Acceptance Testing.** Within ten (10) days of the Contractor providing notice to the County that the Software has been installed and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process at the Facility according to the Software Acceptance Plan. The acceptance testing shall include thirty (30) days of continuous operation of the System at the Facility without Material Defect in accordance with all Functional Specifications and Performance Standards. If the County Accepts the work, the County will send a Notice of Acceptance to the Contractor on a Contractor-provided Notice of Acceptance form. If County determines that the work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies. The Contractor shall either provide a detailed, written plan to achieve Acceptance or to make correction or replacements within a mutually agreed upon time with no charge to the County. The Parties shall mutually agree on a start date for beginning another Acceptance testing period. Another thirty (30) day successful operation period shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if mutually agreed to by the Parties. If the County Accepts the System following a second or subsequent Acceptance testing period, the County will send a Notice of Acceptance to the Contractor on a Contractor-provided Notice of Acceptance form. If the Contractor does not correct or replace the unacceptable aspects of the System, the County may terminate this Agreement, according to Section 9.1 of this Agreement.

**11. Price and Payment.**

11.1 Initial Set-Up Fee. As consideration for the Services and Software listed in this Agreement, the County agrees to pay the Contractor the amounts identified and stipulated

in Exhibit A, Statement of Work.

11.2 Monthly Service Fee. As additional consideration for the Services listed in this Agreement, the County agrees to pay the Contractor a service fee of Two and 00/100 Dollars (\$2.00) per inmate per month. The Contractor shall invoice the County in advance each month or once annually, at the County's discretion. For each month or annually, of the first year of this Agreement, the Monthly or Annual Service Fee shall be calculated based on 990 inmates. Thereafter, the Monthly or Annual Service Fee shall be recalculated annually by taking the average daily population of the inmates at the Facility for the previous year and multiplying that average by Two and 00/100 Dollars (\$2.00). The County shall remit payment of the first Monthly or Annual Service Fee due under this Agreement upon issuing its Notice of Acceptance pursuant to Section 10 above. Thereafter, the County shall remit the Monthly or Annual Service Fee in advance on or before the first day of each successive calendar month or on or before the first day of each successive annual anniversary of the initial Notice of Acceptance pursuant to Section 10 above, as applicable. Any additional Contractor-provided Services shall be paid in full by the County upon issuing its Notice of Acceptance, or, if applicable, within thirty (30) days of the County's receipt of an invoice for such Services if performed after the Notice of Acceptance has been issued.

11.3 Dispute Resolution. Should the County dispute any of the charges on an invoice, it shall notify the Contractor of such disputed charges in writing. The notice of dispute shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date, the County shall pay the invoiced amount minus the disputed amount on the due date of the disputed invoice. If the dispute is subsequently resolved in favor of the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the annual rate of six percent (6%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within thirty (30) days of the date of the reissued invoice.

11.4 Cooperative Purchasing of Software License. Pursuant to Chapter 39.34 of the Revised Code of Washington (the "Interlocal Cooperation Act"), governmental agencies may cooperatively purchase goods and services. For purposes of this Agreement and the Interlocal Cooperation Act, the Contractor agrees that other Washington State governmental agencies may acquire a license to the Software under terms and conditions equivalent to those specified in this Agreement. The County makes no representation or warranty that the purchase of such licenses by other Washington State agencies will comply with applicable statute, ordinance, rule or regulation.

## **12. Support Services.**

12.1 Training Services. Training Services shall be provided as set forth in the Statement of Work attached hereto as Exhibit A.

12.2 Installation Services. Installation services shall be provided as set forth in the Statement of Work attached hereto as Exhibit A.

12.3 Additional Support Services. The Contractor shall also provide prompt telephone support in the event of a failure in the Software, and prompt telephone support in the event of a server failure for assisting the applicable County information technology representative(s) in installing the Software on a new Server. In addition, the Contractor shall provide prompt telephone and e-mail support for questions and issues pertaining to the use of the Software during regular business hours from 8:00 a.m. to 5:00 p.m., MT or MDT, as applicable, Monday through Friday, excluding federal holidays. On-call telephone support is available after hours, weekends and holidays.

### **13. Confidentiality and Public Disclosure.**

13.1 Confidential Data. The Contractor acknowledges that, although unlikely, it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to chapter 42.56 RCW (the Public Records Act). The Contractor shall use its best efforts: (1) not to, at any time, disclose or disseminate confidential data provided by the County to the Contractor to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for the Contractor, or provided access to the County's data for any reason, protect the County's confidential data against unauthorized use, dissemination, or disclosure. The Contractor's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees. In addition, Contractor agrees not to download, duplicate, use or disseminate in any manner any confidential data of the County that is not subject to public disclosure pursuant to the Public Records Act.

13.2 Public Disclosure. In the event that the County receives a request pursuant to the Public Records Act to disclose the Contractor's proprietary software, software documentation, or other information identified by the Contractor in writing as confidential, the County's sole obligations shall be to: (1) notify the Contractor and (2) refrain from disclosing such records for a period of up to ten (10) business days to allow the Contractor an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. The County will not withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act. The County may but shall not be required to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that the Contractor initiates legal proceedings, or the County initiates legal proceedings or withholds requested records at the Contractor's request, subject to the limitation of liability set forth in Section 18, the Contractor shall indemnify and hold the County harmless against all proceedings and/or withholding of the records. The County shall not be liable to the Contractor for any loss, cost or expense relating to the disclosure of requested records if the Contractor fails to obtain legal protection against disclosure and the County releases the records in good faith. Subject to the limitation of liability set forth in Section 18, the Contractor shall indemnify and hold harmless the County, its officials, agents and employees from all loss or expense, including, but not limited to, settlements,

judgments, set-offs, attorneys' fees and costs resulting from the Contractor's breach of this Section 13.2.

**14. Reproduction of Documentation and Object Code.**

14.1 Documentation. The County shall have the right, at no additional charge, to reproduce solely for its own internal use, all Documentation furnished by the Contractor pursuant to this Agreement regardless of whether such Documentation is copyrighted by the Contractor. All copies of Documentation made by the County shall include any proprietary notice or stamp that has been affixed by the Contractor. The Contractor shall furnish, and at no additional charge to the County, one (1) copy of the Documentation sufficient to enable the County to operate the Software. All documentation shall be in the English language.

14.2 Object Code. The County may reproduce one (1) copy of the Object Code, at no additional charge, solely for back-up or archival purposes.

**15. Warranty Provisions.**

Unless otherwise extended or limited, the warranties and commitments contained in this Section shall remain in full force and effect throughout the term of this Agreement.

15.1 Limited Warranty on Software. The Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software. The Contractor further warrants that the Software will enable properly trained users hereof to create, maintain, access, and make additions to electronic medical records and medical data, and will enable properly trained personnel to back-up the electronic medical records created thereby on site and/or at a remote location if proper equipment and backup software is used, for a period of ninety (90) days from the date of installation on the Server at the Facility. Non-substantial variations of performance do not establish a warranty right. To make a warranty claim, the County must notify Contractor in writing of the specific defect or failure claimed within such ninety (90) day period. If the Software does not perform substantially in accordance with this limited warranty, the entire liability of the Contractor and the County's exclusive remedy shall be limited to either, at the Contractor's option, the replacement of the Software or the refund of the Initial Set Up Fee and Monthly Service Fees actually paid to date; and in any such event, you shall be obligated to return to the Contractor the Software and all Deliverables. THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY SOFTWARE UPDATES, UPGRADES, MODIFICATIONS, ENHANCEMENTS, PATCHES, PRE-RELEASES (BETA), TRYOUTS, EVALUATIONS OR PRODUCT SAMPLERS, ALL OF WHICH ARE LICENSED "AS IS," WITHOUT WARRANTY OF ANY KIND. THIS LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES THE COUNTY SPECIFIC LEGAL RIGHTS. THE COUNTY MAY HAVE ADDITIONAL RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

15.2 Additional Warranty Limitations on Software. The limited warranty set forth in Section 15.1 above does not apply to: (a) use on any hardware not meeting the Contractor's specifications; or (b) bugs, defects, problems or failures caused by defects,

problems or failures of hardware or software not provided by the Contractor or the negligence of the County or any person other than a Contractor representative. The limited warranty set forth in Section 15.1 above does not include any warranty that (i) the Software will meet the County's requirements; (ii) will be error free in all circumstances; and (iii) that non-material bugs will be corrected.

15.3 No Other Warranties on Software. EXCEPT AS EXPRESSLY WARRANTED ABOVE IN SECTION 15.1, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR ARISING FROM COMMON LAW, CUSTOM, USAGE OR OTHERWISE, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, OR PERTAINING TO TITLE, INTEGRATION, ACCURACY, SECURITY OR AVAILABILITY. ANY EXPRESS WARRANTY MADE OUTSIDE OF THIS AGREEMENT IS EXCLUDED AND SUPERSEDED BY THE TERMS OF THIS AGREEMENT. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL SATISFY YOUR REQUIREMENTS, THAT IT IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. CONTRACTOR DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS THE COUNTY MAY OBTAIN BY USING THE SOFTWARE. Some jurisdictions do not allow certain disclaimers or limitations of warranties, so some of these may not apply to you.

15.4 Warranties on Services. The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature, provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, the Contractor represents, warrants, and covenants that it shall provide the services or create any Deliverables using only proven current technology or methods unless otherwise mutually agreed by the parties.

15.5 Warranties on Documentation. The Contractor represents and warrants to the County that it has provided, or will promptly provide, to the County all Documentation for the Software and the System and that such Documentation is reasonably detailed and materially complete and reasonably accurately describes the functional and operation characteristics of the Software and the System. The Contractor further represents and warrants that upon updating its Documentation, it will provide to the County such updated versions, which will be as detailed, complete and accurate as the Documentation issued to the County with the initial version of the Software and System. The warranty and commitments contained in this Section shall remain in full force and effect for as long as the County continues to receive Services from the Contractor.

15.6 Warranty for Latest Versions. The Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made

commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy an older one.

15.7 Virus Warranty. The Contractor warrants that to the best of its knowledge the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above.

15.8 Disabling or Restrictive Code Warranty. Without limiting any other provision to the Agreement, the Contractor warrants that to the best of Contractor's knowledge the Software does not contain and the Contractor will not introduce any code, date block, time-bomb, Trojan horse, encrypted software keys, back door, or remote disabling function that may restrict the County's use of or access to the Software or the System or related data or equipment. The Contractor understands and agrees that the County's inability to use the Software or System or its related data or equipment will cause substantial injury or harm to the public health or safety or grave harm to the public interest substantially affecting third persons. This warranty shall survive the expiration or termination of this Agreement.

15.9 Intellectual Property Warranty. The Contractor represents and warrants to the County that to the best of Contractor's knowledge, the County's use of the Software does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

15.10 Warranty of Authority. Each Party represents and warrants to the other that it has the right to enter into this Agreement. The Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.

15.11 HIPAA. The Contractor warrants that in the performance of its obligations under this Agreement, the Contractor will not create, receive, maintain, or transmit Protected Health Information. If Contractor determines that it will create, receive, maintain, or transmit Protected Health Information, it agrees to enter into an appropriate and agreed to Business Associate Agreement.

## **16. Indemnification.**

16.1 General Indemnification. Subject to the limitation of liability set forth in Section 18 below, the Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor's obligation shall include, but not be limited to, costs of investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

Subject to the limitation of liability set forth in Section 18 below, the County shall hold harmless from and indemnify the Contractor and its managers, members, officers, agents and employees against all claims, losses, suits, actions, costs, counsel fees litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or Party and/or death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of the County, the County's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the Contractor and its managers, members, employees, or agents, and (2) the County and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the County, its elected officials, agents, employees, or subcontractors. The County's indemnity obligation shall include, but not be limited to, claims of third parties including inmates at the Facility and costs of investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the County, County's elected officials, employees, agents, or subcontractors.

With respect to the performance of this Agreement and as to claims against either Party and/or their respective and applicable officers, managers, members, employees and agents, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance act, and any similar law of any other jurisdiction, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of either Party. This waiver is mutually negotiated by the Parties to this Agreement.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

## 16.2 Patent and Other Proprietary Rights Indemnification.

16.2.1 Indemnification. Subject to the limitation of liability set forth in Section 18 of this Agreement, Contractor will indemnify and hold the County harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Software by the County. If the County's continued use of the Software is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, the Contractor shall, at the County's option and at no charge to the County, and in addition to the County's other rights and remedies, (1) secure for the County the right to continue using the Software as allowed under this Agreement, (2) modify or replace the infringing components of the software so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (3) refund to the County all amounts paid by the County for the Software.

16.2.2 Exclusions. Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (1) use of the Software in breach of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Software in combination with other products not supplied or recommended by the Contractor or specified by the Contractor as being compatible with the software, if such infringement or misappropriation would not have occurred but for such combined use; (3) use of any release of the Software other than the most current release made available to the County, if the most current release was furnished to the County specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (4) any modification of the Software made by the County (other than at the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

## 17. Insurance.

17.1 No Limitation. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

17.2 Minimum Scope of Insurance and Limits. The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three (3) years following termination, the following insurance:



17.2.1 Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

17.2.2 Worker's Compensation Coverage as required by the industrial Insurance laws of the State of residency. The Contractor's obligation shall extend to itself and any subcontractors working on behalf of the Contractor and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the residency state's Industrial Insurance laws, howsoever named.

17.3 Other Insurance Provisions. The required Commercial General Liability Insurance shall meet the following requirements:

17.3.1 The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A.

17.3.2 The Contractor's insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible.

17.3.3 The Contractor's insurance shall be endorsed to state that the insurer shall provide at least thirty (30) days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.

17.3.4 The Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible.

**18. Limitation of Liability.** UNDER THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL NOT IN ANY CASE BE LIABLE FOR ANY LOSS OF USE, LOST OR DAMAGED DATA, ANY INABILITY TO ACCESS OR RETRIEVE DATA, OTHER COMMERCIAL, MEDICAL OR ECONOMIC LOSS, OR FOR ANY DIRECT, INDIRECT, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, LOSS OF

USE OF SOFTWARE OR DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PERSON OR LEGAL ENTITY OTHER THAN THE COUNTY OR BUSINESS COSTS OF COVERAGE, OR EQUIPMENT DOWNTIME ARISING FROM OR RELATING TO THIS AGREEMENT OR FROM THE USE OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION AND EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS DISCLAIMER OF LIABILITY WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN FAILS IN ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE AGGREGATE LIABILITY OF EITHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY PROVISION HEREOF, THE SUBJECT MATTER THEREOF, OR THE BREACHING/OFFENDING PARTY'S RESPECTIVE ACTIONS OR OMISSIONS OR THE ACTIONS OR OMISSIONS OF ITS RESPECTIVE AND APPLICABLE ELECTED OFFICIALS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, OR EMPLOYEES (REGARDLESS OF THE FORM OF ACTION OR CLAIM, AND WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STATUTE, EQUITABLE OR OTHER THEORY OF RECOVERY) SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID, IF ANY, BY THE BREACHING/OFFENDING PARTY'S RESPECTIVE INSURANCE CARRIER(S) AS A RESULT OF THE BREACHING/OFFENDING PARTY'S LIABILITY OR POTENTIAL LIABILITY.

**19. Obligations that Survive Termination.** In addition to any other specific provisions that so state, the Parties recognize and agree that their obligations, rights and protections under the following Sections, including all subsections thereof, 6 (License), 11 (Price and Payment), 13 (Confidentiality and Public Disclosure), 16 (Indemnification), 21 (Assignment and Transfer), 22 (Independent Contractor), 23 (Compliance with Laws), 27 (Governing Law and Venue), 28 (Inapplicability of Uniform Commercial Code), 29 (No Waiver), 31 (Covenant of Good Faith), 33 (Third Party Beneficiaries), and 34 (No Construction Against Drafter), of this Agreement survive the cancellation, termination, or expiration of this Agreement.

**20. Amendments.** No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by authorized representatives of both parties.

**21. Assignment and Transfer.** No party may assign, delegate, or otherwise transfer of any rights or obligations under this Agreement without the prior written consent of the other party, which may be granted or withheld in the other party's sole discretion. In the event that Contractor assigns, or otherwise transfers this Agreement, or any part hereof, or delegates any of its duties hereunder to any Third Party or Affiliate and, within eighteen (18) months after such transfer, the County, in its sole discretion, is not satisfied with the level of service provided under this Agreement, the County shall have the right to terminate this Agreement for convenience and transition to a new vendor. All Services provided by Contractor's transferee during the transition Period shall be provided at no cost.

**22. Independent Contractor.** All work performed by the Contractor in connection

with the Software and/or Services described in this Agreement shall be performed by the Contractor as an independent contractor and not as the agent or employee of the County. All persons furnished by the Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under this Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. The Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of Social Security, and other payroll taxes including applicable contributions from such persons when required by law. Nothing herein shall be deemed to constitute the County and the Contractor as partners or joint venturers.

**23. Compliance with Laws.** The Contractor each shall with all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, its obligations as an employer with regard to health, safety, and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in the Contractor's performance of this Agreement.

**24. Non-Discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

**25. Federal Non- Discrimination.** The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

**26. Security, Access, and Safety Requirements.** The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access,

and safety requirements for the protection of the County's facilities and employees while on the County's premises.

**27. Governing Law and Venue.** The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington, except as to its principals of conflicts of laws, and the parties hereto irrevocably submit to the exclusive venue of the Superior Court, Snohomish County, Washington to resolve any disputes arising hereunder or related hereto, except that the County may waive the exclusive venue provision and submit a dispute to any state superior court or federal district court of competent jurisdiction in the State of Washington.

**28. Inapplicability of Uniform Commercial Code.** The Software is not "goods" within the meaning of Article 2 of the Uniform Commercial Code, Title 62A RCW, and the provisions of the Uniform Commercial Code are not applicable to the Software, the license granted herein to use the Software, the installation thereof, nor to this Agreement or Contractor's services hereunder.

**29. No Waiver.** No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Agreement, nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically provided in writing and signed by and authorized representative of the County.

**30. Force Majeure.** Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control. If any party is rendered unable, wholly or in part by such a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this Section, then the County shall be entitled to exercise any remedies otherwise provided for in this Agreement, including termination.

**31. Covenant of Good Faith.** Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

**32. Time is of the Essence.** The Parties acknowledge that the performance by the Contractor and the County of their obligations hereunder is to be done on a "time is of the essence" basis. This expression is understood to mean that the Contractor and the County are to deliver their respective Deliverables no later than the delivery dates therefore and that any delay in connection therewith will cause the other party damage.

**33. Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.

**34. No Construction against Drafter.** The Parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

**35. Notices.** All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

If to the Contractor:

John J. Probst, Manager, CorEMR  
430 West 200 North,  
P.O. Box 702  
Midway, Utah 84049

With a copy to:

Fabian & Clendenin, P.C.  
215 South State Street, Suite 1200  
Salt Lake City, Utah 84111  
Attention: Steven R. McMurray

If to the County:

Joannie Fadden  
Snohomish County Sheriff's Office  
Finance Division  
3000 Rockefeller Avenue  
M/S 509  
Everett, WA 98201

or to such address as the parties may provide by notice to each other from time to time.

**36. Source Code to be Made Available.** In the event, and only in the event Contractor ceases its ongoing business operations during the term of this Agreement other than by reason of a sale of substantially all of its assets, including the Software, or a majority of its membership interests or by reason of a merger, consolidation or similar business arrangement, the Contractor shall provide the County with a non-exclusive and usable copy of its Source Code and all revisions and modifications thereof including all relevant commentary, explanations and other documentation it may then have.

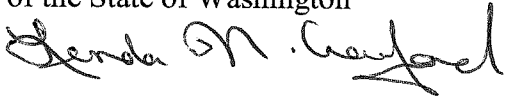
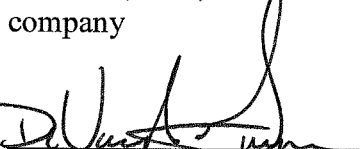
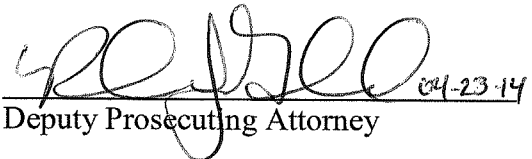
**37. Severability.** Whenever possible, each provision of this Agreement shall be

interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Agreement. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain valid and binding.

**38. Incorporation of Exhibits.** Exhibits referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

**39. Entire Agreement.** This written Agreement and its corresponding Exhibits constitutes the entire agreement between the Parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY THE COUNTY IN CONNECTION WITH THE SOFTWARE THAT ARE IN ADDITION TO, DIFFERENT FROM, OR INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ANY RESPONSE OF THE CONTRACTOR TO AN RFP ARE NOT BINDING ON THE CONTRACTOR AND ARE INEFFECTIVE. ONLY AUTHORIZED OFFICERS OR MANAGERS (NOT SALES PERSONS) OF THE CONTRACTOR HAVE AUTHORITY, ON BEHALF OF THE CONTRACTOR, TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION, OR PROMISE THAT IS DIFFERENT THAN OR IN ADDITION TO THE WARRANTIES, REPRESENTATIONS, OR PROMISES EXPRESSLY SET FORTH IN THIS AGREEMENT.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of the year first written above.

<b>COUNTY:</b> Snohomish County, a political subdivision of the State of Washington 	<b>CONTRACTOR:</b> CorEMR, L.C., a Utah limited liability company 
for By: John Lovick Snohomish County Executive	By: DeValughan Gilchrist 04-24/14 Title: Vice Pres.
<b>Approved as to Form:</b>  04-23-14 Deputy Prosecuting Attorney	

**Approved as to insurance  
and indemnification provisions:**

  
Risk Management

**Approved as to information services:**

  
By: Gage Andrews  
Director, Department of Information  
Services

**Exhibit A**

**Statement of Work**



# **CorEMR Statement of Work For Snohomish County**

April 22, 2014

## CorEMR Implementation Specification at Snohomish County

### 1. General Scope of Work:

- **Installation** – CorEMR will install the **CorEMR** software on Snohomish County virtualized production and test environment servers and ensure it is working properly on the Snohomish County network. The server architecture must comply with Snohomish County On-Premise Technology Standards (attached) and be approved by Snohomish County Information Services. Architecture should be in a high availability configuration. All consultation and configuration as necessary will be performed by CorEMR to provide all primary and any ancillary system services, including, but not limited to: SSL Intranet and potentially Extranet secured and encrypted login access and SFTP and network integration, etc. as part of this bid.
- **Training** – **CorEMR** training to be provided by CorEMR on-site to Snohomish County medical and psychiatric staff. At least five (5) days of on-site training will be provided with deliverables including, but not limited to: all medical and psychiatric staff are comfortable working with, configuring and administering **CorEMR** software and all requested workflow, entry and forms configuration are completed during these on-site Training Sessions. All application documentation as Snohomish County requests will be provided by CorEMR.
- **Customized Forms/Protocols** – CorEMR shall convert to electronic format for use in **CorEMR** software all existing Snohomish County forms including, but not limited to: screening forms, medical forms, exam forms, etc. CorEMR shall also make available and implement other templates, pre-built forms, customized alerts and workflow configuration. Document scanning, laptops, bar code scanner and secure Electronic Medical Record transfer (using CCR and CCD format), etc., setup and configuration will be included.
- **Jail Management System (JMS) Integration** - **CorEMR** software will interface with Snohomish County's JMS (initially Tiburon IMS at no cost and future New World Systems any cost to be negotiated between Snohomish County and New World Systems) to integrate inmate demographic information into **CorEMR** software. This will pre-populate medical charts for new inmates based on booking data, previous inmates, record housing location changes and release status. Medical appointment event and alert data will be made available for consumption to other JMS, or third party tracking or communication systems (e.g.: IMS, New World Systems, Sharepoint, IM, etc.).
- **Pharmacy Integration** - **CorEMR** will electronically integrate with Snohomish County's current pharmacy (Diamond Drugs, Inc.) via standard Electronic Medical Administration Record format (eMAR) and configured SFTP exchange to ensure online ordering, inventorying, medication check-in capabilities, drug-to-drug interaction updates and other EMR capabilities as required.

- **System Administration** – Within two (2) weeks of Training completion, CorEMR shall complete System Administration, which includes, but is not limited to set up of: task categories, medication distribution schedules (eMAR), users and password groups, drug list, problem list, form triggers, and medication macro's.
- **Timing** – Within three (3) months of the Effective Date of the Software License and Services Agreement Between Snohomish County and CorEMR, L.C. (the "Master Agreement"), CorEMR will complete Phase 1 (as outlined below) implementation including, but not limited to the initial interface with Tiburon IMS and Diamond Drugs Inc. described above. CorEMR will complete Phase 2 (as outlined below) implementation by the New World Systems estimated Go Live date of December 2, 2014, including, but not limited to the interface with New World Systems described above.
- **Additional Integrations (optional)** – Additional integrations including labs (Shriver) or x-ray and drug interaction and/ or hospital (Providence Everett Medical Center) connectivity are available. Upon request by Snohomish County that these integrations be added a separate Statement of Work and written amendment to the Master Agreement which will be mutually agreed to and executed by both parties.
- **Custom Programming Requests** – Upon request by Snohomish County for additional custom programming, such custom programming will be described and defined in a separate Statement of Work and amendment to the Master Agreement, , based on a fixed rate of \$125.00 per hour with a minimum charge of two (2) hours.
- **Jail Management System Integration Support** – Initial integration with Snohomish County's Tiburon JMS will be included at no additional cost. The planned integration will import inmate identification booking, housing and release data from the existing Tiburon JMS to CorEMR software. CorEMR will provide this same integration with the New World Systems CMS, at no cost, by its estimated Go Live date of December 2, 2014. Alerts and other information will be automatically emailed from CorEMR through a SMTP relay mail server interface to applicable users or user groups. After the initial integration is established as specified above and under Timing, if Snohomish County's changes again to another JMS system other than New World Systems, the additional integration work performed by CorEMR will be billed as a Custom Programming Request as specified above.

## **2. Ongoing Services and Support:**

- **24/7 High Availability Technical Support** – Provided by CorEMR through telephone, email, on-call and Citrix, WebEx and / or VPN access to Snohomish County staff, including information technology staff and Jail staff, including medical and psychiatric staff.
- **Future CorEMR Product Maintenance, Upgrades and / or Enhancements** – All upgrades, product enhancements, and feature improvements provided by

CorEMR are included in the Monthly Service Fee described in the Master Agreement.

- **Online training and telephone or demonstration consults as needed** – Provided by CorEMR for existing products and upgrade products and included in the Monthly Service Fee described in the Master Agreement.

<b>CorEMR Project Team</b>		
<b>Role</b>	<b>Name</b>	<b>Responsibilities</b>
Engagement Manager	DeVaughn Guymon	<ul style="list-style-type: none"> <li>▪ Understand agency goals and objectives.</li> <li>▪ Responsible for overall project oversight and leadership for completion of tasks and deliverables</li> <li>▪ Responsible for all issue resolution</li> </ul>
Project Manager	DeVaughn Guymon	<ul style="list-style-type: none"> <li>▪ Act as CorEMR single point of contact for all project issues</li> <li>▪ Manage project resources and deliverables.</li> <li>▪ Schedule and attend or assign an attendee to all on-site activities.</li> <li>▪ Directly coordinate with County Project Manager.</li> <li>▪ Oversee System setup and configuration.</li> <li>▪ Attend all project meetings and needs analysis session to identify conversion needs.</li> <li>▪ Develop and deliver training.</li> <li>▪ Schedule, coordinate and attend status meetings to ensure that issues are raised and resolved in a timely manner</li> <li>▪ Responsible for monitoring and reporting of project schedule</li> </ul>
Interface Implementation Analyst	Greg Bramwell	<ul style="list-style-type: none"> <li>▪ Supervise interface development</li> </ul>
Implementation Specialists	DeVaughn Guymon, Paul Winterton	<ul style="list-style-type: none"> <li>▪ Training, evaluation and implementation of EMR product.</li> <li>▪ Work with on-site users in transferring business practices into the EMR feature set.</li> </ul>

Technical Services Installation Technician	Greg Bramwell, Dave Borough	<ul style="list-style-type: none"> <li>▪ Install CorEMR software, install and configure db.</li> <li>▪ Support CorEMR software, integrations, and feature stability.</li> </ul>
Consulting Services Resources	DeVaughn Guymon, Paul Winterton	<ul style="list-style-type: none"> <li>▪ Consult on feature use, future feature needs, on-going training, upgrade training.</li> <li>▪ Issue resolution</li> </ul>
Customer Support Resources	Greg Bramwell, Dave Borough	<ul style="list-style-type: none"> <li>▪ Technical support</li> </ul>

<b>County Required Project Team</b>		
<b>Role</b>	<b>Name</b>	<b>Responsibilities</b>
Executive Sponsor	Ty Trenary	<ul style="list-style-type: none"> <li>▪ Provide overall project oversight and leadership for County tasks</li> <li>▪ Understand agency goals and objectives.</li> <li>▪ Responsible for all issue resolution</li> </ul>
Project Manager	Ed DaPra	<ul style="list-style-type: none"> <li>▪ Provide communication to the project team and CorEMR</li> <li>▪ Act as the contact point for coordinating County staff for tasks and activities</li> <li>▪ Coordinate County resources for completion of tasks within the scheduled timeframe</li> <li>▪ Participate in project meeting and provide status updates</li> <li>▪ Oversees Project Coordinator activities.</li> </ul>

<b>County Required Project Team</b>		
Project Coordinator	Robin Haas	<ul style="list-style-type: none"> <li>▪ Available for all CorEMR on-site activities. and project meetings</li> <li>▪ Have a thorough understanding of County operations and workflows.</li> <li>▪ Communicate directly with CorEMR and County Project Managers.</li> <li>▪ Assist CorEMR Project Manager with training support materials.</li> <li>▪ Participate in all activities outlined in project.</li> <li>▪ Obtain approval and signature on all required sign-off documents.</li> <li>▪ Coordinate County subject matter experts.</li> </ul>
Department/Program Subject Matter Experts	Ed DaPra Robin Haas	<ul style="list-style-type: none"> <li>▪ Have thorough knowledge of business practices, agency policies, and department workflow.</li> <li>▪ Define setup requirements.</li> <li>▪ Participate in testing.</li> <li>▪ Final acceptance review.</li> <li>▪ Train-the-trainer(s).</li> </ul>
DBA	Brad Robinson	<ul style="list-style-type: none"> <li>▪ Have thorough knowledge of MS SQL Server.</li> <li>▪ Fulfill on-going role of System DBA.</li> </ul>
Technical Project Resource	JD Braathen Curt Kiessig	<ul style="list-style-type: none"> <li>▪ Support ongoing technical operations of the systems</li> <li>▪ Assist with system setup and administration</li> </ul>
Technical Coordinator	Leon Zainwel	<ul style="list-style-type: none"> <li>▪ Responsible for oversight of County technical tasks</li> <li>▪ Coordinate with technical staff to assist with System setup.</li> <li>▪ Coordinate with technical staff to assist with development and configuration tasks.</li> </ul>

<b>County Required Project Team</b>		
CorEMR Administrator	Ed DaPra	<ul style="list-style-type: none"> <li>▪ Support on-going business operations of the System</li> <li>▪ Assist with System setup and administration</li> <li>▪ Act as lead trainer</li> </ul>

**3. Project Plan / Phases Overview:**

The completion of the CorEMR project will require ongoing communication and status meetings between CorEMR and Snohomish County. Phases of the following implementation process can run concurrently. The table below depicts the approximate project timeline, work event, specific project tasks, and responsible party (designated RP):

<b>Week</b>	<b>Work Event</b>	<b>Specific Work Tasks &amp; Responsible Party</b>
Week 1	Interview / Introductions	Discussions with Facility to confirm IT involvement, implementation, hardware procurement, Jail Management interface. (RP-Snohomish/ CorEMR)
Week 1- 2	Server Builds	RP-Snohomish / CorEMR (to confirm specifications)
Week 2	Web Server Configuration	<ul style="list-style-type: none"> <li>- Server install/ configuration (RP-Snohomish)</li> <li>- Remote access (RP-Snohomish)</li> <li>- Data Base (RP-Snohomish)</li> <li>- Application Configuration (RP-CorEMR)</li> </ul>
Week 3 - 5	Interface/Custom Development	<ul style="list-style-type: none"> <li>Begin Tiburon Interface (RP-CorEMR)</li> <li>Begin Pharmacy Interface (RP-CorEMR)</li> </ul>
Week 4 - 6	Application Set-up	<ul style="list-style-type: none"> <li>- Configure application to meet Snohomish Adult Detention Current work flows:                             <ul style="list-style-type: none"> <li>- Forms / triggers (RP-Snohomish/ CorEMR)</li> <li>- Problems list (RP-Snohomish/ CorEMR)</li> <li>- Task categories (RP-Snohomish/ CorEMR)</li> <li>- Alert categories (RP-Snohomish/ CorEMR)</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>- Add users (RP-Snohomish/ CorEMR)</li> <li>- Drug formulary (RP-Snohomish/ CorEMR)</li> <li>- Medication distribution timeslots</li> <li>- Other configurable fields (RP-Snohomish/ CorEMR)</li> </ul>
Week 7	Online Training	<ul style="list-style-type: none"> <li>- Product overview and initial online training (2-3 hours) (RP-CorEMR/ Snohomish)</li> <li>- County staging site access for practice (RP-CorEMR/ Snohomish)</li> </ul>
Week 8	Follow-up Training	<ul style="list-style-type: none"> <li>- Follow-up with earlier training (RP-CorEMR/ Snohomish)</li> <li>- Additional online training as necessary (typically 3 sessions lasting 2 hours each) (RP-CorEMR/ Snohomish)</li> <li>- Form review / triggers (RP-CorEMR/ Snohomish)</li> </ul>
Week 7 - 9	Application Configuration	<ul style="list-style-type: none"> <li>- RP-CorEMR completes based on forms and specifications provided</li> </ul>
Week 9 - 11	Final Testing	<ul style="list-style-type: none"> <li>- Final testing and review of all portions of the software, including:                             <ul style="list-style-type: none"> <li>JMS interface (RP-CorEMR/ Snohomish)</li> <li>Laboratory interface (RP-CorEMR/ Snohomish)</li> <li>Pharmacy interface (RP-CorEMR/ Snohomish)</li> <li>Event triggers (RP-CorEMR/ Snohomish)</li> </ul> </li> </ul>



		Permission levels (RP-CorEMR/ Snohomish)
Week 11	On-Site Training	5 Days of Scheduled On-Site Training (RP-CorEMR/Snohomish)
Week 12	Final Production Implementation	- On-site implementation / go-live support (RP-CorEMR/ Snohomish)

**4. Project Implementation Timeline:**

Phase	Week of:	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Interview and Introductions		X											
Server Build by Snohomish		X	X										
Set-up config server			X										
Tiburon Interface				X	X	X							
Pharmacy Interface				X	X	X							
App Config					X	X	X						
Initial online training								X					
Follow-up online training									X				
Final Testing										X	X	X	
On-Site Training												X	
Go Live													X

**5. Project Phase Tasks and Deliverables:**

CorEMR will perform the following tasks under the direction of the CorEMR Project Manager and Snohomish County Project Team.

**5a. Project Management Services**

**Task Description:** CorEMR will provide project management services required to coordinate necessary Snohomish County and CorEMR resources to complete the tasks included in the project plan.

The following subtasks will be performed by CorEMR:

- a. Facilitate project status conference calls.
- b. Provide weekly communication of project status
- c. Provide verbal status reports
- d. Identify problems and discuss solutions.

**Deliverables:**

- Weekly conference call status meetings

**5b. Kick Off and Project Planning**

**Task Description:** CorEMR will initiate the project and affirm project objectives, tasks and schedules. This will consist of an on-line / telephone conference to introduce key participants, and establish procedures for project implementation including:

- Weekly phone call /status update schedule
- Contact information for key participants
- Participant Roles as defined in Section 2. of this Statement of Work, Ongoing Services and Support.

**Deliverables:**

- Project Kick-off Meeting, as well as meetings with relevant vendors, team members, and technical staff to gather information related to the system requirements as required.

**5c. Configuration**

**Task Description:** CorEMR will lead an online confirmation and planning meeting to confirm the system configuration. All configuration efforts will occur on a test database. CorEMR will meet with County staff to accomplish the following:

- Identify configurable options within CorEMR
- Identify the settings desired by Snohomish County staff, and
- Configure software settings as requested.

**Deliverables:**

- Configuration meeting and configuration options set as requested.

**5d. Interfaces**

**Task Description:** CorEMR will develop and implement Interfaces with:

- Initial Tiburon Jail Management software to provide basic demographic information for each inmate/patient via Looking Glass Analytics Daily Booking, Charge/ Sentencing, Housing/ Moving Extracts, and
- Diamond Drugs, Inc. for pharmacy integration.

**Deliverables:** Tiburon JMS, Diamond Drugs, Inc. and Looking Glass Analytics interfaces actively delivering data into CorEMR. The County will produce the following extracts for Looking Glass Analytics:

**Looking Glass Analytics Daily Booking Extract**

**cin.cin**  
**cin.lname**  
**cin.fname**  
**cin.mname**  
**cin.dob**  
**cin.sex**  
**adnum.descrip**  
**book.booknum**  
**book.v\_booknum**  
**bkinf1.book\_dt**  
**bkinf1.act\_rels\_dt**  
**arr.arrnum**  
**arr.arrest\_dt**  
**arr.arrest\_agency\_descrip**  
**chg.chgnum**  
**chg.descrip**  
**chg.dispo\_type**  
**chg.dispo\_dt**  
**chg.court**  
**chg.releasable\_yn**  
**chg.bill\_agency\_cd**  
**arr.court\_case**  
**chg.bail\_amt**  
**book.res\_status**  
**chg.severity**  
**chg.code\_section**  
**chg.docket\_num**  
**chg.report\_sort**  
**chg.sort\_code**

**arr.arrest\_type\_code**

**cin.race**

**cin.citizenship**

**arr.notes**

**Looking Glass Analytics Daily Charge Sentencing Extract**

**chgsntc.booknum**

**chgsntc.arnum**

**chgsntc.chgnum**

**chgsntc.create\_dt**

**chgsntc.commit\_start\_dt**

**chgsntc.sent\_dt**

**chgsntc.cts\_in\_mins**

**chgsntc.adj\_sent\_in\_mins**

**chgsntc.conviction\_dt**

**chgsntc.concur\_consec**

**chgsntc.consecutive\_yn**

**chgsntc.good\_time\_in\_mins**

**chgsntc.sent\_type**

**Looking Glass Analytics Daily Inmate Housing/Movement Extract**

**his.booknum**

**his.event\_type**

**his.event\_dt**

**his.fac**

**his.post**

**his.ward**

**his.cell**

**his.bed**

**Add the cin.cin to this file if needed, as determined by Snohomish County.**

**5e. Training**

**Task Description:** During week 12 (Go Live and Implementation), CorEMR will conduct five (5) days on site at Snohomish County of key users and additional users as needed.

The following subtasks will be performed:

- Snohomish County will make a staging site available for staff training
- CorEMR will set up Test patients on production site for testing and training of features.
- On-line training sessions by CorEMR, as needed, designed to introduce and give detailed instruction on the use of the software, and
- Product User Manual made available.

## **6. System Acceptance Testing**

**Task Description:** CorEMR and Snohomish County will complete tasks related to system after conversion, configuration, interfaces and training tasks have been completed. Testing will be completed to ensure that all system errors and problems have been corrected and the system is ready for go-live into production. System testing and acceptance by Snohomish County will be conducted and completed in accordance with the Master Agreement, Exhibit B and Article 10., Acceptance Testing

**The following subtasks will be performed:**

- a. CorEMR and Snohomish County will ensure the tests are thorough, complete, valid and have been properly executed. Any issues or defects found with the system will be documented as items requiring a fix prior to final acceptance. CorEMR will correct any issues or defects found with the interfaces, reports, or the system. Snohomish County is responsible for fixing issues or defects associated with Snohomish County's hardware, network, desktop computers, and all related components.

Acceptance testing highlights and verifies system functionality in the following areas:

- Integration Testing- Integration testing will be completed by Snohomish County to ensure that the system performs according to the functional requirements and specifications included in the Master Agreement, including configuration, interfaces, etc.
- User Testing- User testing may be conducted simultaneously with integration testing to prepare users and ensure they become familiar with the system, procedures and workflows.

**Deliverables:**

- Successful completion of testing and formal written acceptance by Snohomish County in accordance with Article 10. of the Master Agreement.
- CorEMR to isolate, troubleshoot, and help resolve any issues that arise during testing for successful resolution prior to Week 12 (Go-Live and Implementation). CorEMR will review, research and resolve any final acceptance issues.

**7. Go-Live into Production**

**Task Description:** Upon successful completion of final acceptance testing, and completion of all required system corrections and resolution to system issues, the system is ready to go-live into production. The primary activities in converting to a production environment include planning for the deployment, identifying the best cutover point in the business cycle, and providing post-cutover support by CorEMR and Snohomish County staff. CorEMR will provide remote support to Snohomish County during this period to ensure a smooth transition to a production environment. This support includes answering questions, assisting in problem resolution, reinforcing previous training, suggesting best methods to accomplish a task, and other related activities to ensure a successful start to the use of the system.

**The following subtasks will be performed:**

- a. CorEMR will coordinate planning tasks for moving to the production environment.
- b. CorEMR will complete any final conversion tasks for converting data to the production environment, if necessary.
- c. CorEMR will isolate, troubleshoot, and resolves any issues that arise during and after full cutover.
- d. CorEMR will review, research and resolve system issues.

**Deliverables:**

- The system will be considered in a state of “go-live” when the system has been functioning, without errors or interruptions for thirty (30) consecutive business days.

**8. Final Acceptance**

**Task Description:** Final Acceptance will be made in accordance with Article 10. of the Master Agreement after the completion of go-live into production tasks and the system has functioned as specified including interfaces, configuration and features as defined in Master Agreement.

CorEMR will deliver a Notice of Project Acceptance and Completion to Snohomish County and Snohomish County must either return the signed form, or identify any outstanding issues or problems. Written acceptance from Snohomish County via this signed form confirms the completion of the (30) business day acceptance period and the System has functioned as specified. Once written acceptance is received by CorEMR from Snohomish County, Snohomish County will be transitioned to Technical Support Status, as defined in Section 9. below.

The following subtasks will be performed:

- a. CorEMR to isolate, troubleshoot, and help resolve any issues that arise during final acceptance and after full cutover.
- b. CorEMR will review, research and resolve final acceptance issues.
- c. CorEMR will review maintenance and support plans and procedures with Snohomish County.
- d. County will verify that all acceptance criteria have been met per this Statement of Work and detailed specifications and plans.

**Deliverables:**

- System is functioning according to specifications, all tasks specified in this Statement Of Work have been completed, and all final acceptance issues have been resolved.

**9. On-going Maintenance and Support Services**

CorEMR will provide prompt support for questions and issues pertaining to the use of the software as follows:

1. On-call telephone and e-mail support from 8:00 a.m. to 5:00 p.m., MT or MDT, as applicable, Monday through Friday, excluding federal holidays.
2. On-call telephone support is available after hours, weekends, and holidays. Users can call the on-call line, leave a message, and an on-call technician will respond by phone, usually within 30 minutes. CorEMR uses a ticket system to log and track support e-mails to ensure that they are resolved in a reasonable time frame.

**10. Historical Medical History**

CorEMR will work with Snohomish County to make available within our software the historical medical records documents provided by Snohomish

County. The documents will need to be in a PDF format and named accordingly to allow CorEMR to attach the documents to the patient chart within CorEMR.

**11. Change Requests**

While the parties have endeavored to clarify the scope of the services prior to executing this Statement of Work, both parties acknowledge that changes in scope may occur due to unforeseen circumstances, and the price and/or milestone dates may be impacted. All requests to change project scope that do not require an amendment to the Master Agreement will use the following procedure. Either party may initiate a change request in writing, specifying the description of the proposed change, specifications and fixed costs. The change of scope request will be approved when both parties have signed it. CorEMR will not begin work on the change request without approval.

**12. Progress Payment Schedule and Summary Cost Table**

- **Initial Set-Up Fees:** All initial set-up fees (except contract development fees) and training expenses, as indicated in the tables below, shall be paid in accordance with major deliverable check points as follows: Fifty (50%) percent payment after software installation, configuration, testing and acceptance by Snohomish County and fifty (50%) percent payment after Go Live and system acceptance by Snohomish County. All contract development fees (as described in the initial set-up fees table and to include the costs to CorEMR in developing the Master Agreement and this Statement of Work along with corresponding legal fees) shall be paid within thirty (30) days of receipt of invoice.
- **Monthly Service Fees:** Following Go Live and system acceptance by Snohomish County, the Monthly Service Fees, as indicated in the table below, shall be paid as described in Article 11.2 of the Master Agreement, except fees relating to drug-to-drug interaction updates shall be paid once annually within thirty (30) days of receipt of invoice.
- **Future Enhancements:** The payment of fees associated with any future enhancements shall be negotiated separately by the parties and reduced to written amendment of the Master Agreement and separate Statement of Work.

Summary Cost Table.

Phase I

<b>Item:</b>	<b>Fee</b>	<b>Frequency</b>
CorEMR Software	\$ 12,000	One-time fee
Delivery, installation, configuration	\$ 3,000	One-time fee
Project Management Services	\$ 5,000	One-time fee



Tiburon Interface	\$ 2,500	One-time fee
NWS Interface	\$ 2,500	One-time fee
Pharmacy Interface	\$ 1,000	One-time fee
Historical Medical History file conversion	\$ 1,500	One-time fee
Contract development	\$11,836	As of 4/20
<b>INITIAL SET-UP FEE TOTAL</b>	<b>\$ 39,336</b>	<b>One-time fee</b>

<b>Training Items:</b>	<b>Fee</b>	<b>Frequency</b>
On-site Training 5 days	\$ 6,000	One-time fee
<b>TOTAL TRAINING EXPENSES</b>	<b>\$ 6,000</b>	<b>One-time fee</b>

<b>Monthly Service Fee Items:</b>	<b>Fee</b>	<b>Frequency</b>
Maintenance / support and license (based on 990 ADP)	\$ 23,760	Yearly
Drug to Drug Interaction	\$ 5,000	Yearly
<b>TOTAL YEARLY RECURRING COSTS</b>	<b>\$28,760</b>	<b>Yearly</b>

Phase II

<b>Future Enhancements:</b>	<b>Fee</b>	<b>Frequency</b>
Lab interface (results only)	\$ 5,000	One-time fee
New World Systems interface	\$ 0.00	

**Exhibit B**

**Contract Test Procedures and Documentation**

Software, CorEMR, EMR, all refer to CorEMR Electronic Medical Record Software.

	Procedures:	TEST RESULT		Tested by:
		PASS (Y/N)	IF PASS = N then document notes/issue description	
1.	<b>Installation</b>			
1.1	Software is installed at the facility.			
1.2	Local users are able to access the software. <ul style="list-style-type: none"> <li>- Using a local desktop or laptop within the facility, access the CorEMR log-in screen.</li> </ul>			
1.3	Local users are able to access the software on multiple machines. <ul style="list-style-type: none"> <li>- Using an assigned username and password, the same user is able to log-in to the software on different computers.</li> </ul>			
Tester Comments on Installation:				
2.	<b>Navigation</b>			
2.1	CorEMR has 6 Main Tabbed pages plus the dashboard. They are: Dashboard, Tasks, Patients, Meds, Reports, Account and Admin. <ul style="list-style-type: none"> <li>- User will hover over each Main Tab to verify that the drop down options appear under each Main Tab.</li> </ul>			
2.2	Drop Down test under each Main Tab. <ul style="list-style-type: none"> <li>- User will click on each drop down to verify that the software navigates to the page described (some pages may have minimal data, but each page should display).</li> </ul>			
2.3	User tests general browser navigation through the software. <ul style="list-style-type: none"> <li>- Mouse clicks work normally</li> <li>- Clicking on the CorEMR logo on the left</li> </ul>			

	edge of the Main Tab bar should return user to the dashboard.			
Tester Comments on Navigation:				
3.	<b>Dashboard Functionality</b>			
3.1	<p>CorEMR Dashboard consists of 8 major areas (9 if there are active alerts).</p> <ul style="list-style-type: none"> <li>- User verifies the presence of:</li> <li>- Staff Activity Notes</li> <li>- MedPass</li> <li>- Report Quick Links</li> <li>- Patient Charts</li> <li>- Messages</li> <li>- Approvals</li> <li>- Tasks</li> <li>- Infirmary (Infirmary module can be disabled if that feature is not requested at the facility).</li> </ul>			
3.2	<p>Staff Activity Note Test:</p> <ul style="list-style-type: none"> <li>- User Clicks on "New Staff Activity"</li> <li>- A Window appears that shows "Activity Date" and a box to type a free text note.</li> <li>- Display to Staff box lists different user types at the facility who could view a note.</li> <li>- User Types "SAMPLE NOTE" in the free text field and clicks on "Save", then "Continue"</li> <li>- The typed phrase (Sample Note) will appear in the Staff Activity Notes Box.</li> <li>- Verify that the name of the user logged in typing the note and the current date (Month, Day, Year) appears.</li> </ul>			
3.3	<p>Patient Search Test</p> <ol style="list-style-type: none"> <li>1. Type a known patient's name or a test patients name in the "Search" Box. Full patient chart screen appears.</li> <li>2. Click on the word "ALL". A full list of patient's in the system appears on the screen. The list of inmates/ patients appears alphabetically by last name.</li> </ol>			
3.4	<p>Messages Test</p> <ol style="list-style-type: none"> <li>1. You should see an unread message on your dashboard screen. "Click" on the</li> </ol>			

	<p>words 'unread message'. The Messages Screen shows.</p> <p>2. Click on the new message below the word "From" The sent message should appear.</p>			
3.4	<p>Send Message Test</p> <ol style="list-style-type: none"> <li>1. Under the Messages Box click "New Message" An message screen will appear. To find a user click on "options" shown in the left frame. It will show you a list of users in the system.</li> <li>2. In the "To" box begin typing the name of a user as it appears in the user list. That name will appear in a dark box. Clicking on the name will put it into the "To" Box</li> <li>3. Enter a "Subject" and composes a test message. Click "Send"</li> <li>4. Select "Sent" from the left frame (under the word "Inbox" and your test message should appear on the screen.</li> <li>5. The user you selected should now log in and verify that the message was received.</li> </ol>			
3.5	<p>Approvals Test</p> <ol style="list-style-type: none"> <li>1. Approvals will only appear in the queue if there have been forms, or medications ordered.</li> <li>2. Click on "## other Approvals". User should see a screen with medications or forms that needs approved. If the user is not a provider the word "Pending" will appear highlighted in yellow.</li> </ol>			
3.6	<p>Tasks Test</p> <ol style="list-style-type: none"> <li>1. This box shows all Overdue, Due, Completed, Refused and Canceled or Rescheduled tasks for the day. Unless tasks have been created, these numbers will all show "0".</li> <li>2. Test by creating a task on a test patient for today and verify that the "Due Today" number increases by 1 digit (i.e. from 0 to 1).</li> </ol>			
Tester Comments on Dashboard:				
4.	<b>Patient Chart Functionality</b>			
4.1	Select a test patient and access his chart from the dashboard.			

	<ol style="list-style-type: none"> <li>1. You should see: <ol style="list-style-type: none"> <li>a. The patient's name</li> <li>b. Identification number</li> <li>c. Demographic information in the two boxes to the right of the name. Display information is configurable, but typically displays DOB, Height, weight, BMI, Agency, Location and Booking number.</li> <li>d. Tabs: Summary, Problems, Sick Calls, Flow Sheets, Forms Medication, Tasks, Chart Notes, Documents, Alerts, Labs, Reports, Infirmery (if enabled).</li> </ol> </li> <li>2. Click on each of the Tabs and verify that each of the pages appear.</li> </ol>			
Tester Comments on Patient Chart Functionality:				
5.	<b>Medication Functionality.</b>			
5.1	<p>Ordering Medications:</p> <ol style="list-style-type: none"> <li>1. Select a patient</li> <li>2. Click on "New Rx" or "Medication" Tab on patient chart.</li> <li>3. Access the drug list by selecting "Add Medication"</li> <li>4. Type "Acetaminophen" in the "Search for Drugs ..." box</li> <li>5. Select from the list of Acetaminophen options in the drug list.</li> <li>6. Screen shows Order for "Patient Name"</li> <li>7. Follow trained procedures for completing the medication order screen.</li> <li>8. Select "Profile" as the order type, Click "Save"</li> <li>9. Confirm medication order when prompted.</li> </ol>			
5.2	Verify that mediation was ordered by opening up the patient chart and view the medication list for that patient.			
5.3	<p>- Open MedPass</p> <p>- Find the test patient and verify that the same medication ordered is displaying on Medpass.</p> <p>- Click "Received" then "Save and Lock"</p>			
5.4	Verify that the MAR on the patient Chart shows the correct date/time/person administering the			

	medication. (located under "Reports" on the patient chart)			
5.5	Discontinue the medication from the patients chart and verify that it has been removed from MedPass.			
Tester Comments on Medication Functionality:				
6.	<b>Problems</b>			
6.1	Select "Problems" tab on patient chart. Verify that Screen displays and select "Add New Problem"			
6.2	Select Problem Type (user choice). Verify that the list displays the preferred problems. List can be modified under Admin Manage Problems			
6.3	Once a problem has been selected verify that it appears on the "Problems" screen with the correct problem, date, time and user.			
6.4	Verify that Problem appears on the Summary screen of the patient chart.			
6.5	"Close Problem" on the Problems page and verify that it moves to the Closed Problems section and is removed from the active problems list.			
Tester Comments on Problems:				
7.	<b>Sick Calls</b>			
7.1	Select "Sick Calls" tab from patient chart. Verify that the Sick Call Page Displays.			
7.2	Select "Begin New Medical Sick Call" Complete a Sick Call on a patient. Verifying that : <ul style="list-style-type: none"> <li>- Current Medications are displaying.</li> <li>- Current medical problems are displaying.</li> <li>- Text boxes can all receive text input</li> <li>- Complete vital signs and verify that they appear on patient flow sheets/vital signs as entered with date and time stamp of person completing the record. (Data will not appear in flow sheets until sick call has been saved).</li> </ul>			
7.3	Verify that medical/mental/ or dental forms can be accessed and attached to the sick call record.			

7.4	Save and lock the sick call and verify that it appears as such on the patient chart.			
Tester Comments on Sick Calls:				
8.	<b>Flow Sheets</b>			
8.1	Enter Vital Sign data into the patient flow sheet: 124/80 BP; 60 Pulse; 16 Respiration; 98.6 Temperature; 180 lbs; 5'11"; 98% SPO2. BMI should automatically populate.  <ul style="list-style-type: none"> <li>- Verify that entries are correctly logged with username initials, date and time stamp.</li> <li>- Verify that BMI appears. (25.1)</li> </ul>			
8.2	Blood Sugars:  <ul style="list-style-type: none"> <li>- Enter and select realistic data into the Blood Sugar Fields: Glucose Reading, Action Taken; Meal; Exercise</li> <li>- Click Save</li> <li>- Verify that correct results appear with correct date/time and user initials in the log.</li> </ul>			
8.3	Verify that Detox, Hunger Strike, Neuro Checks, Coumadin Log, Nebulizer and respiratory flow sheets accurately display results with username initials, date and time in the log.			
Tester Comments on Flow Sheets:				
9	<b>Forms</b>			
9.1	Verify that facility specific medical and mental health forms appear under each type of form.			
9.2	FORM : FORM NAME			
9.2	Trigger Test:  <ul style="list-style-type: none"> <li>-</li> <li>- Verify the triggers created the appropriate task, alert etc.</li> <li>-</li> </ul>			
9.3	FORM : FORM NAME			
9.3	Trigger Test:  <ul style="list-style-type: none"> <li>- Verify the triggers created the appropriate</li> </ul>			

	task, alert etc.			
Tester Comments on Forms:				
10	<b>Tasks</b>			
10.1	<p>Select the "Tasks" tab on the patient chart</p> <ul style="list-style-type: none"> <li>- Select "Add New Task"</li> <li>- Under "Description" type – "Inmate requests to see the Dr. for abdominal pain and cramping"</li> <li>- Select an MD or other provider</li> <li>- Priority 1</li> <li>- Today's date</li> <li>- Click "Save" and then "Continue"</li> </ul>			
10.2	Verify that Task appears listed on the patient's chart			
10.3	Verify that the also appears on the main Task list for "Today's Tasks"			
Tester Comments on Tasks:				
11	<b>Chart Notes</b>			
11.1	<p>Select "Chart Notes" from patient chart.</p> <ul style="list-style-type: none"> <li>- Select "Add Chart Note"</li> <li>- In the "Note" section type a typical chart note such as – "Patient is making progress in relation to X" Save.</li> <li>- Verify that chart note displays on patient chart and properly lists username/Date/ Time.</li> <li>- Verify that Chart note displays in Patient Medical History list on Summary Page.</li> </ul>			
Tester Comments on Chart Notes:				
12.	<b>Documents / Scanning</b>			
12.1	<p>Open Documents Tab on patient chart</p> <ul style="list-style-type: none"> <li>- Once Scanner is connected to the software. Select a sample document to scan and attach to the chart.</li> </ul>			



	<ul style="list-style-type: none"> <li>- Enter a "note" in the optional field</li> <li>- Verify that it attaches and is visible when viewed from the documents tab.</li> </ul>			
Tester Comments on Documents / Scanning:				
13	<b>Alerts</b>			
13.1	<p>Open Alerts Tab on patient chart</p> <ul style="list-style-type: none"> <li>- Click "Add Alert"</li> <li>- Select an alert from the available drop down list. Save</li> <li>- Verify that selected alert appears under "Active Alerts" on the Alert Page in the patient's chart with appropriate Dates and Added by.</li> <li>- Verify that the selected alert appears in Red Print below the patient's name.</li> <li>-</li> </ul>			
13.2	<p>Verify Alert Shows up on the Dashboard under the "Patient Alerts" Section (Identified with a Red Header).</p> <ul style="list-style-type: none"> <li>- Click on the patient's name to return to the chart.</li> </ul>			
13.2	<p>Return to the Alerts Tab</p> <ul style="list-style-type: none"> <li>- Select "Remove"</li> <li>- Verify that the selected alert is moved to the Alert History section.</li> </ul>			
Tester Comments on Alerts:				
Labs (Optional Interface) No Test performed at this level				
14.	<b>Reports</b>			
14.1	Select "Reports" on the patient chart. (Testing to verify an administered medication was addressed under 5.4).			
14.2	<p>Select MAR Advanced Search</p> <ul style="list-style-type: none"> <li>- Select a medication from the "Current Medications" List</li> <li>- Select "Generate Report"</li> <li>- Verify that the medication(s) select appear</li> </ul>			

	in the report with correct person administering the medication / date /time/ result.			
14.2	<p>Select Full Patient History under Reports Tab on patient chart</p> <ul style="list-style-type: none"> <li>- Select "Generate" (All boxes for reports are set to be checked by default).</li> <li>- Verify that report populates and displays select reports.</li> </ul>			
Tester Comments on Reports:				
	Infirmiry module (Optional) No test performed at this level			
15	<b>Intake Process Test</b>			
15.1	<p>Select "Admin" on the main tab bar.</p> <ul style="list-style-type: none"> <li>- Select "Manage Forms"</li> <li>- Identify all forms that are checked as an "Intake Form"</li> <li>- Select each form with the "Edit" tool, Select "Questions"</li> <li>- Identify each question that has a trigger associated with it. (Under the icon menu to the left of each question the word "Triggers" will be follows by a number greater than 0 if there is a Trigger on that question.</li> <li>- Verify that each trigger is correctly configured. (Click on the Center icon – a gear – on the bottom row. Hovering over the gear the word Triggers will appear.</li> <li>- This process should be repeated for each form identified as an intake form.</li> </ul>			
15.2	<p>Select or Create a new test patient who has not had a previous booking into the system.</p> <ul style="list-style-type: none"> <li>- Go to the test patient chart</li> <li>- Scroll down to the "Intake Forms" section on the Summary page (bottom left of the screen).</li> <li>- Verify that the list of Intake forms matches the expected list of forms identified from 15.1.</li> <li>- Select the first form on the list and test each of the triggers identified in 15.1. Verify that the task, alert, problem or whatever the trigger was made to do performs as expected.</li> </ul>			

	- Repeat this process for each of the Intake forms.			
Tester Comments on Intake process:				
16	<b>Administration and Configuration</b>			
16.1	Select Admin Tab from the Main Tab Bar 1 .Select "Manage Users"  - Verify that all users that should be in the system are shown and assigned to the appropriate Usertype			
16.2	2. Select "Manage Forms".  - Verify that all forms that should be in the system are shown in the forms list and assigned the proper Usage.			
16.3	3. Select "Manage Macros"  - Verify that all of the medication distribution schedules that are needed by the medical staff are shown and activated.			
16.4	4. Select "Manage Medsets"  - Verify that all of the medsets expected to be available are listed.  - Check each medset to verify that the medications included in the list are the ones expected to be seen.			
16.5	Test Medsets  - Open a test patient chart - Open the medications tab - Select and order a metset - Verify that all medications expected to be seen are shown on the patients "current medications" display.			
16.6	5. Select "Manage Alert Categories".  - Verify that all Alerts that should be available in			

	the system are displayed and active.			
16.7	6. Select "Manage Task Categories". - Verify that all Task Categories that should be available in the system are displayed and active.			
16.8	7. Select "Manage Problems". - Verify that all Problems that should be available in the system are displayed.			
16.9	8. Select "Edit Drug List". - Verify that drug list displayed is the one that should be available in the system. - Verify that the Drugs expected to be "Formulary" are checked as such.			
Testers Comments on Administration / Configuration:				