

**AMENDMENT 1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND COREMR, L.C.**

This Amendment 1 to the "Software License and Services Agreement," (the "Master Agreement"), executed on May 21, 2014, by and between Snohomish County, a political subdivision of the State of Washington (the "County") and CorEMR, L.C. (the "Contractor") duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into on this 25th day of January, 2023.

RECITALS

WHEREAS, Snohomish County and CorEMR, L.C. entered into an Agreement for a Jail Electronic Medical Records System for the fiscal year of 2014 that is automatically renewed after the initial term; and

WHEREAS, CorEMR, L.C. is an electronic medical records system that automates functions to standardize and store care documentation and improve the accuracy of records; and

WHEREAS, a monthly service fee of \$2.00 per inmate, per month based on the then inmate count of 990, was included in the Master Agreement; and

WHEREAS, CorEMR, L.C. has not increased their monthly service fee charged to the County since 2014; and

WHEREAS, the annual average number of inmates housed by Snohomish County has decreased and CorEMR, L.C. operating costs have increased significantly since the Master Agreement was executed in 2014; and

WHEREAS, to that end, the parties have agreed to a tiered monthly service fee structure that incorporates an ongoing annual increase allowance for the monthly service fee beginning with CorEMR's 2023 annual renewal;

NOW, THEREFORE, for and consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. Part 11.2 of the Master Agreement, is hereby deleted in its entirety and replaced with the following:

- 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 as stated in Section 12 of Exhibit A, Monthly Service Fee Per Inmate table. The Contractor shall invoice the County in advance each month or once annually, at the County's discretion. For each month or annually, for 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 (ADP) of the inmates at the Facility for the previous year and multiplying that average by the applicable fee stated in Section 12 of Exhibit A, Monthly Service Fee Per Inmate table. 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.

Section 2. A new table, Monthly Service Fee Per Inmate, is added to part 12 of Exhibit A, CorEMR Statement of Work for Snohomish County:

| Monthly Service Fee Per Inmate | |
|---|---|
| Description | Service Fee Per Inmate Per Month |
| Contract Execution through 11/20/2023: Monthly Fee per Inmate | \$2.00 |
| | |
| Monthly Fee Per Inmate Beginning 11/21/2023: | |
| If the Average Daily Population (ADP) is Less than 500: | \$2.40 |
| If the Average Daily Population (ADP) is at least 500 but not more than 700 | \$2.25 |
| If the Average Daily Population (ADP) is Greater than 700 | \$2.10 |
| | |
| Beginning 11/21/2024 and annually thereafter, the Service Fee Per Inmate Per Month will be increased by 3%. Increased pricing shall be rounded to the nearest 1/10th of one cent. | |

Section 3. All other terms of the Master Agreement shall remain in full force and effect, except as expressly modified by this Amendment 1.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 as of the day and year first written above.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By Klein, Kenneth
Klein, Kenneth
2023.01.25 12:06:14
-08'00'
Name: Ken Klein
Title: Executive Director

CONTRACTOR:

CorEMR L.C.

By DeVaughn Grayson
Name: DeVaughn Grayson
Title: President

Approved as to Insurance and Indemnification Provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.12.29 09:44:05 -08'00'
Risk Management

| | |
|-------------------------|----------------------|
| COUNCIL USE ONLY | |
| Approved | <u>1/25/2023</u> |
| ECAF # | <u>2022-1337</u> |
| MOT/ORD | <u>Motion 22-564</u> |