State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	23023
Medicalistics, LLC 14850 Monfort Dr., Ste 131 Dallas, Texas 75354	Amendment No.:	First
	Effective Date:	February 1, 2025

FIRST AMENDMENT

TO

CONTRACT NO. 23023

ELECTRONIC HEALTH RECORDS SOLUTION

This First Amendment ("Amendment") to Contract No. 23023 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Medicalistics. LLC, a Washington Company ("Contractor") and is dated as of February 1, 2025.

R E C I T A L S

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 23023 dated effective as of March 15, 2024 ("Contract").

B. The Parties now desire to amend the Contract to include a 'pay equality provision' as required by the Washington State Legislature. *See* LAWS OF 2023, ch. 475, § 919(4).

C. The Parties further desire to amend the Contract to amend the effective date of March 1, 2024, to March 15, 2024, in the introduction paragraph.

D. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as follows:

1. PAY EQUALITY. The following provision is added to the end of section 4 (Reps and Warranty) as a new subsection:

   4.18 WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may

allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

2. The effective date will be amended to March 15, 2024, in the introduction paragraph.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

MEDICALISTICS, LLC,
A WASHINGTON COMPANY

By: Chris Russell (Jan 13, 2025 17:54 EST)

Name: Chris Russell

Title: CEO

Date: Jan 13, 2025

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kimberly Kirkland

Name: Kim Kirkland

Title: IT Procurement Supervisor

Date: Jan 13, 2025

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	23023
Medicalistics, LLC 14850 Monfort Dr., Ste 131 Dallas, Texas 75354	Amendment No.:	Second
	Effective Date:	August 15, 2025

SECOND AMENDMENT

TO

CONTRACT NO. 23023

ELECTRONIC HEALTH RECORDS SOLUTION

This Second Amendment ("Amendment") to Contract No. 23023 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Medicalistics, LLC, a Texas Limited Liability Company ("Contractor") and is dated as of August 15, 2025.

R E C I T A L S

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 23023 dated effective as of March 15, 2024 ("Contract").

B. The Parties previously amended the Contract as follows:

   (1) To amend the contract to include a 'pay equality provision' as required by the Washington State Legislature; and

   (2) To amend the contract to amend the effective date of March 1, 2024, to March 15, 2024, in the introduction paragraph.

C. The Parties now desire to amend the Contract to amend Medicalistics state of formation from Washington to Texas, a limited liability company, in the introduction paragraph.

D. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TOPIC. Medicalistics state of formation will be amended to Texas, a limited liability company in the introduction paragraph.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

MEDICALISTICS, LLC,
A TEXAS LIMITED LIABILITY COMPANY

By: CHRIS RUSSELL

Name: Chris Russell

Title: CEO

Date: 08/25/2025

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Jolene Haney

Name: Jolene Haney

Title: Enterprise Contracts & Procurement Specialist

Date: 8/26/2025