

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO
COUNTY

Contract Number

20. 1002

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William L. Gilbert
(909) 580-6150

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

American Medical Association
Scot West
312-464-4571
July 29, 2020 continuing indefinitely
\$33,946.50
8700

Briefly describe the general nature of the contract: An Agreement with American Medical Association for license access to current procedural terminology code sets for the contract period from July 29, 2020 continuing indefinitely.

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*
Bonnie Uphold, County Counsel

Date 6-23-20

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► *William L. Gilbert*
William L. Gilbert, Director

Date

6/23/2020

AMERICAN MEDICAL ASSOCIATION INTERNAL USE LICENSE AGREEMENT

This Internal Use License Agreement ("Agreement"), dated as of the date of execution of the Agreement by the last party ("Effective Date") is made by and between the American Medical Association, an Illinois not-for-profit corporation located at 330 North Wabash Avenue, Suite 39300, Chicago, Illinois 60611-5885, United States of America ("AMA") and County of San Bernardino on behalf of its Arrowhead Regional Medical Center, 400 North Pepper Avenue, Colton, CA 92324, United States of America ("Licensee").

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Licensed Content.** "Licensed Content" means the data file(s) published by the AMA in the English Language as used in the United States, as identified on Schedule A-1. The Licensed Content is licensed, not sold, to Licensee.
2. **Grant of Rights.** Subject to the terms and conditions of this Agreement, the AMA grants to Licensee during the Term (as defined in Section 8), a limited, non-exclusive, non-sublicensable, non-transferable license to reproduce, display, and use the Licensed Content in only the Electronic Product(s) identified in Schedule A-1, and only for the internal Licensed Uses defined in Section 3, in the Territory (as defined in Section 6).
3. **Licensed Uses:** "Licensed Uses" shall mean use of Licensed Content in the Electronic Products (as identified in Schedule A-1) internally by Licensee, its employees and agents, and only for the specified quantity of the applicable unit of licensure (as identified in Schedule A-1).
4. **Electronic Product(s).** "Electronic Product(s)" shall mean products and any updates thereto that Licensee owns or has the right to license that (a) incorporate Licensed Content and (b) are identified on Schedule A-1.
5. **No Derivative Works.** Licensee may technically adapt and merge the Licensed Content into the Electronic Product(s) and copy the Licensed Content into any machine readable or printed form for backup or archival purposes, subject to the terms and conditions of this Agreement. Except as strictly necessary and as authorized in this Agreement, Licensee shall not alter or modify the Licensed Content. The parties acknowledge that to the extent that the Licensed Content is changed, such modification shall constitute a derivative work owned by the AMA.
6. **Territory.** "Territory" means United States and its territories.
7. **Reservation of Rights.** Unless specifically identified in this Agreement, a subsidiary, affiliate, or other legal entity, however designated, related to Licensee that wishes to have access to Licensed Content must have its own separate license agreement. Only operating units of Licensee, by way of illustration and not limitation, departments, divisions and groups, that are not separate legal entities from Licensee may have access to Licensed Content for the Licensed Uses under this Agreement. AMA reserves all rights not expressly granted to Licensee under this Agreement. This license specifically excludes (a) distribution of Licensed Content to third parties; (b) use of Licensed Content outside the Territory; (c) broadcasting, displaying, or making available the Licensed Content in any unsecured environment or public computer-based information system, including the internet, and (d) creating derivative works, including translations of Licensed Content. Licensee does not acquire any title or proprietary interest in the Licensed Content by use of the Licensed Content under this Agreement. Licensed Content is copyrighted by the American Medical Association. CPT codes, descriptions and other data are copyright 1966, 1970, 1973, 1977, 1981, 1983-2019 American Medical Association. All rights reserved. AMA retains all ownership rights and interest, including copyright in the Licensed Content and rights in the AMA and CPT names, which are registered trademarks of the AMA. Use of other copyrighted works not licensed under this Agreement, including other copyrighted works owned by the AMA or works owned by third parties, are subject to separate terms and conditions and Licensee is responsible for securing the necessary rights or licenses for use of other copyrighted works. AMA claims no copyright to government data that is in the public domain. Licensee's compliance with this provision and all applicable federal or state or local laws, rules and regulations shall be considered a material obligation under this Agreement.
8. **Term.** This Agreement is effective until terminated.
9. **Royalties.**
 - 9.1. **Timing of Royalties Payments.** Unless otherwise stated, royalties and applicable taxes, are due upon execution of this Agreement. Payment of royalties and applicable taxes is required before access or delivery of the Licensed Content is provided or completed.
 - 9.2. **Calculation of Royalties.** Royalties shall be calculated for each Electronic Product, in accordance with Appendix B, *Licensing Models*. The licensing model to be applied depends on the type of the Electronic Product.

- 9.3. **Royalty Rates.** Appendix C, *Royalty Rates*, identifies the current royalty rates for Licensed Content under each licensing model.
- 9.4. **Additional Royalties.** In the event (a) Licensee elects to update Electronic Product(s) with subsequent annual releases of the Licensed Content or additional content not yet identified in Schedule A-1, and/or (b) Licensee identifies additional Licensed Uses (including increases in quantity of the applicable unit of licensure), Licensee shall pay additional royalties to the AMA, as calculated by applying the then-current royalty rates for Licensed Content under the applicable licensing model. For the avoidance of doubt, the licensing of subsequent annual releases of the Licensed Content (which is generally designated by a calendar year) will require payment of additional royalties, at the then-current royalty rates. Upon request, AMA will make available information concerning other data files or content that is separately marketed and licensed that is generally available to be licensed under this Agreement and that is not identified as Licensed Content in Schedule A-1. Additional content may be added as Licensed Content (and identified in Schedule A-1) upon execution of a written amendment, or such use may be subject to a separate license agreement.
- 9.5. **Royalties Not Required.** Licensee shall not be required to pay a royalty for (a) use of AMA's minor revisions that are available or issued to Licensee prior to the release of the subsequent annual release of the Licensed Content or (b) use of prior annual releases of the Licensed Content for which a royalty has already been paid in connection with the Electronic Product.
- 9.6. **NO REFUNDS.** In no event will the AMA refund to Licensee royalties paid to the AMA under this Agreement.
- 9.7. **Method of Payment.** Royalties, plus applicable taxes, will be paid in United States dollars to the AMA (tax identification number 36-0727175). Payment of royalties shall be by wire transfer, automated clearinghouse (ACH), or other method of electronic transfer made available by the AMA and will include Licensee's name and the notation "CPT Royalties AAA 2654." Any payment of \$100,000 or more will be made by wire transfer or automated clearinghouse (ACH). Payment of royalties by wire transfer or ACH should be sent to the following address:
- The Northern Trust Company
50 South LaSalle Street, Chicago, IL 60603
ABA# 071000152 (US)
Account Number: 54070
Account Name: AMA General Checking Account
Descriptor: "CPT AAA 2654 Royalty"
SWIFT No. CNORUS44 (International)
10. **Records and Audit.** Licensee will keep complete and accurate books and records concerning this Agreement for at least three (3) years following the year to which they pertain. The AMA or its representative shall have the right to audit Licensee's books and records to ensure compliance with this Agreement no more than once per twelve (12) month period. AMA shall provide Licensee with reasonable notice of such audit and such audits shall not occur on less than fourteen (14) business days' prior written request. The books and records shall be made available to AMA at a single location in the United States, during normal business hours. AMA may employ an independent auditor or AMA may choose to conduct such audit on its own behalf. Interest of the prime rate plus 1% per year will be due for any royalties found due and not paid. The prime rate will be determined by the rate listed in the Wall Street Journal on the first day of the month. AMA shall be responsible for paying the auditor's fees unless such audit discloses an aggregate under payment for the audited period in excess of five percent (5%); in which case Licensee will reimburse AMA's reasonable audit expenses. Licensee shall immediately pay the AMA any amounts due as a result of an audit. AMA will keep Licensee's records confidential. This paragraph shall survive termination of this Agreement for one (1) year.
11. **Delivery / Usage of Licensed Content.** AMA shall deliver or make available to Licensee the Licensed Content after AMA's receipt of the royalties, plus applicable taxes, for the specified Licensed Content. Notwithstanding any other provision to the contrary contained in this Agreement:
- 11.1. **Copyright Notices and Disclaimers.** Licensee shall not modify or otherwise obscure any copyright, trademark and other intellectual property rights notices which may appear on or in association with copies (whether print or electronic) of any Licensed Content. Copyright notices in Electronic Product(s) shall be promptly revised if a subsequent annual release of the Licensed Content is used and Licensee will include additional notices and disclaimers, as requested by the AMA.
- 11.2. **Security for Electronic Product(s).** Licensee will maintain reasonable and appropriate physical, technical and administrative safeguards to provide a secure environment for the Electronic Product(s) to ensure that Licensed Content is only accessible for Licensed Uses. Such controls shall include, without limitation, user registration technology and firewall technology.
- 11.3. **Changes in Licensed Uses.** In the event of an acquisition, addition of a new line of business, or other event resulting in a change in the Licensed

Uses that constitutes an increase in the quantity of the applicable unit of licensure greater than ten percent (10%) and/or equaling royalties of one thousand dollars (\$1,000) or more, Licensee shall report that change pursuant to a written amendment and pay to the AMA the additional required royalties within thirty (30) days of that event. If the increase is less than ten percent (10%) and/or one thousand dollars (\$1,000), Licensee must report and pay the applicable royalties for the additional Licensed Uses along with the royalties for use of updated Licensed Content, pursuant to a written amendment, upon availability of the next annual release.

- 12. No Sublicense, Assignment or Transfer.** Licensee may not sublicense, assign or transfer this Agreement or any of the rights herein without the prior written approval of the AMA which shall not be unreasonably withheld. Any attempt to sublicense, assign or transfer this Agreement or any of the rights, duties or obligations hereunder in violation of this provision shall be null and void.
- 13. Government End Users.** CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This Agreement does not grant the Federal government a direct license to CPT based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The AMA reserves all rights to approve any license with any Federal agency.
- 14. Cooperation of the Parties.** Except for the licenses expressly granted to Licensee in this Agreement, Licensee acknowledges that all right, title, and interest in and to the Licensed Content, as well as any modifications or updates to Licensed Content are owned by AMA. Without limiting the AMA's rights in Section 10, *Records and Audit*, Licensee shall cooperate with the AMA and provide additional commercially reasonable information to AMA to facilitate updates to the Agreement and Schedules, and to verify compliance with the terms of this Agreement. Licensee agrees not to take any action adverse to the AMA's copyright, trademark, and other intellectual property rights in Licensed Content. Licensee agrees to make all reasonable efforts to prevent any infringement of AMA's copyrights in Licensed Content. Licensee further agrees it will not engage in activities resulting in damage to the reputation of the Licensed Content or the AMA. The parties hereby agree to reasonably cooperate with each other in any claim or litigation against a third party for infringement of the copyrights and/or proprietary rights residing in the Licensed Content or Electronic Product(s), but without cost to the party not bringing the suit and the parties agree to execute such additional documents that may be

reasonably necessary to cooperate in the prosecution of such litigation.

15. Intentionally left blank.

- 16. Representations.** AMA represents that it has the authority to grant the rights herein and that the Licensed Content does not violate the copyright or trademark rights of any third party. Licensee represents it has the legal authority to enter into this Agreement and that the information provided to the AMA under this Agreement is true, accurate, and complete.

- 17. Disclaimer of Warranties.** LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT: (i) TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE LICENSED CONTENT IS AT LICENSEE'S SOLE RISK; (ii) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE; AND (iii) THE LICENSED CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING THAT THE LICENSED CONTENT IS ACCESSIBLE OR UNINTERRUPTED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AMA DISCLAIMS RESPONSIBILITY AND ANY LIABILITY FOR (A) ANY ERRORS IN THE LICENSED CONTENT AND ANY CONSEQUENCES, DECISIONS, JUDGMENTS OR RESULTS ATTRIBUTABLE TO OR RELATED TO ANY USES, NON-USES OR INTERPRETATIONS OF INFORMATION OR DATA CONTAINED IN OR NOT CONTAINED IN THE LICENSED CONTENT; (B) ANY DAMAGE TO LICENSEE'S EQUIPMENT OR ANY OTHER INFORMATION OR FILE OR APPLICATION; (C) ANY INTERRUPTION OF ANY SERVICE OR APPLICATION; AND (D) ANY OTHER DAMAGE NO MATTER THE CAUSE. THE AMA DOES NOT DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL SERVICES. FEE SCHEDULES, RELATIVE VALUE UNITS, CONVERSION FACTORS AND/OR RELATED COMPONENTS ARE NOT ASSIGNED BY THE AMA, ARE NOT PART OF CPT, AND THE AMA IS NOT RECOMMENDING THEIR USE. THE LICENSED CONTENT DOES NOT REPLACE THE AMA'S *CURRENT PROCEDURAL TERMINOLOGY BOOK* OR OTHER APPROPRIATE CODING AUTHORITY. THE CODING INFORMATION CONTAINED IN THE

LICENSED CONTENT SHOULD BE USED ONLY AS A GUIDE.

18. Intentionally left blank.

19. Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause AMA irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, AMA will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which AMA may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity to the AMA.

20. Limitation of Liability. To the extent not prohibited by applicable law, in no event shall AMA be liable for any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data or information, business interruption or any other commercial damages or losses, arising (a) out of the use or inability to use the Licensed Content; (b) from any interruption in availability of the Licensed Content; (c) from any loss of data and/or from any equipment failure; (d) from unauthorized access to or alteration of Licensee's transmissions or data; (e) out of the use of, reference to, or reliance on the Licensed Content; (f) out of any content, materials, accuracy of information, and/or quality of the Licensed Content; or (g) out of any other matter relating to the Licensed Content. In the event Licensee is dissatisfied with or disputes this Agreement or the Licensed Content, Licensee's sole right and exclusive remedy is to terminate Licensee's use of the Licensed Content, even if that right or remedy is deemed to fail of its essential purpose, and to the maximum extent permitted by applicable law, Licensee's exclusive remedy and AMA's entire liability for any claim related to the subject matter of this Agreement, whether in contract, warranty, tort, or any other legal theory, shall be limited to the total amount Licensee paid to use the Licensed Content provided hereunder, upon which the liability is based. Licensee confirms the AMA has no other obligation, liability or responsibility to Licensee or any other party.

21. Exclusions Permitted by Law. Some jurisdictions do not allow the exclusion of certain warranties or conditions, or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the above

limitations which are lawful will apply in such jurisdictions.

22. Termination. This Agreement and the license granted hereunder shall be terminated in whole or with regard to any particular Licensed Content (a) at AMA's option if Licensee fails to fulfill any material obligation (including payment of royalties) and continues to do so for thirty (30) days after notice from the AMA or as otherwise expressly provided in this Agreement; (b) at Licensee's option at any time by ceasing use of and destroying the Licensed Content (without refund); (c) at AMA's option if there is an imposition of a governmental prohibition or restriction rendering it unlawful or jeopardizing the AMA's rights to the Licensed Content, including copyright; or (d) at AMA's option upon ninety (90) days written notice to Licensee if the AMA no longer produces the Licensed Content. Licensee agrees that the AMA will be awarded court costs and reasonable attorneys' fees if it prevails in any action or proceeding against Licensee due to Licensee's breach of this Agreement. Upon termination of this Agreement, all rights granted hereunder shall terminate and Licensee may no longer use the Licensed Content in Electronic Product(s) or provide updates to Electronic Product(s) with updated Licensed Content. Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination of this Agreement, will survive such termination.

23. Notices. Notices to Licensee will be sent by email or by overnight delivery service to the individual(s) specified in Schedule A-1, or to such recipients designated by Licensee and provided in writing to AMA. Notices and requests for approval to the AMA will be sent to the attention of Vice President, Business Development and Account Management, (intellectual.property.services@ama-assn.org), with a copy of the notice to the Office of General Counsel (OGC@ama-assn.org).

24. Controlling Law. This Agreement will be governed by the internal laws of the State of Illinois without regard to choice of law principles and by the laws of the United States of America in the English language as it is used in the United States. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over any action concerning the subject matter of this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois.

25. Complete Agreement. This Agreement includes all attached appendixes and schedules, and constitutes the entire agreement between AMA and Licensee relating to the internal use of the Licensed Content and supersedes all prior or contemporaneous

understandings and agreements, both written and oral, with respect to such subject matter.

26. **General.** Licensee shall be responsible for all sales, use, or other taxes, except taxes based on the income of the AMA. Payment of royalties to be made under this Agreement to the AMA shall be made without any deduction or set-off of any taxes, levies, imposts, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Licensee is tax-exempt, Licensee will provide a copy of its Tax-Exempt Certificate prior to execution of this Agreement. No amendment to or modification to this Agreement will be binding unless it is in writing and signed by authorized individuals of

both parties. Nothing contained in this Agreement shall be deemed to constitute a joint venture, partnership or agency between parties. Licensee acknowledges that Licensee has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Licensee represents Licensee is a legal entity having authority to enter into this Agreement. The delay or failure to assert a right hereunder shall not constitute a waiver of that right or excuse a subsequent failure to perform under this Agreement. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect. This Agreement only becomes effective upon execution by both parties.

ACCEPTED AND AGREED:

American Medical Association

DocuSigned by:
By: Denise Foy
725F6231808440E...
Print Name: Denise Foy
Title: VP, Business Operations
Date: 06/10/2020

**County of San Bernardino on behalf of its
Arrowhead Regional Medical Center**

By: Curt Hagman
Print Name: Curt Hagman
Title: Chairman, Board of Supervisors
Date: JUL 28 2020

ATTACHMENTS:

APPENDIX A: INTENTIONALLY NOT USED
APPENDIX B: LICENSING MODELS
MODULE 1: INTENTIONALLY NOT USED
MODULE 2: USER PROXY MODEL
MODULE 3: INTENTIONALLY NOT USED
MODULE 4: INTENTIONALLY NOT USED
APPENDIX C: ROYALTY RATES

SCHEDULE A-1: LICENSE SPECIFICATIONS
SCHEDULE A-2: CONTACT INFORMATIO

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By: [Signature]
Deputy



APPENDIX B: LICENSING MODELS

MODULE 2: USER PROXY MODEL

A. Unit of Licensure.

For Electronic Products licensed under the User Proxy Model, the unit of licensure is "User," as defined below.

B. Definitions.

User. An individual who: (i) accesses, uses, or manipulates the Licensed Content; or (ii) accesses, uses, or manipulates a program which includes the Licensed Content to produce or enable an output (data, reports or the like) that could not have been created without the Licensed Content embedded in the program even though the Licensed Content may not be visible or directly accessible; or (iii) makes use of an output of a program which includes the Licensed Content that relies on or could not have been created without the Licensed Content embedded in the program even though the Licensed Content may not be visible or directly accessible.

Staffed Beds. The total facility beds set up and staffed at the end of reporting period. For purposes of this Agreement, "the end of reporting period" shall mean the date of Licensee's execution of this Agreement.

Billing Provider. A healthcare provider who renders medical services for which a fee is charged.

Ambulatory Facility. A facility that provides health services that do not require an overnight stay.

Hospital. A facility that provides health services often requiring overnight stays in Staffed Beds.

C. Calculator.

For Electronic Product(s) that fall within a User Proxy Model Product Category (identified below), Licensee will use the User Proxy Model to calculate the number of Users of the Electronic Product(s). Total royalties shall be based on the total number of Users, calculated as the product of either Staffed Beds or Billing Providers and a factor as determined by the type of Product Category that best describes the Electronic Product, as identified in the table below. Licensee will pay royalties to the AMA on a per User per each Electronic Product basis.

User Proxy Model Product Categories	Applicable User Proxy (Staffed Beds or Billing Providers)	User Proxy Model Factor
Clinical EMR (CEMR). A product installed in a hospital that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc.	Staffed Beds	2
Integrated Ambulatory EMR (IAEMR). A product installed in an ambulatory setting that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc., where the product is integrated with a Clinical EMR.	Staffed Beds	3
Patient Billing System (PBS). A product installed in a hospital that automates institutional and professional billing for inpatient and outpatient services and discharged accounts receivable. It may stand alone or integrate with an EMR.	Staffed Beds	1
Ambulatory EMR (AEMR). A product installed in an ambulatory setting/clinic/physician office environment that includes functions for clinical documentation, order entry, clinical data repository, provider order entry, physician clinical documentation, etc. May stand alone or may be integrated with a Practice Management product.	Billing Providers (FTE)	4
Practice Management (PM). A product installed in an ambulatory setting/clinic/physician office environment that provides the registration, scheduling, and billing functions for a physician office or clinic.	Billing Providers (FTE)	1

APPENDIX C: ROYALTY RATES

Table 1 Intentionally Not Used

Table 2 User Proxy Model		
Name of Data File	Date Available	Royalty Rate
<i>Current Procedural Terminology (CPT®) 2020 – Standard</i>	September 2019	Calculated as \$82.50 plus \$17.00 for each User
<i>CPT Link 2020</i>	September 2019	Calculated as \$13,000 plus \$17.00 for each User
<i>2020 CPT® to SNOMED CT® and SNOMED CT® to CPT® Maps</i>	February 2020	Calculated as \$1,050 plus \$5.20 for each User, in addition to \$17.00 CPT Standard royalty for each User
<i>AMA's Version of Healthcare Common Procedure Coding System, Level II 2020</i>	December 2019	Calculated as \$400 for the first 25 Users plus \$18.00 for each additional User
<i>AMA's Version of International Classification of Diseases, 10th Revision, Clinical Modification and Procedure Coding System 2020 File</i>	September 2019	Calculated as \$400 for the first 25 Users plus \$20.50 for each additional User
<i>Current Procedural Terminology (CPT®) Relative Value Units 2020</i>	February 2020	Calculated as \$270 for the first 10 Users plus \$17.00 for each additional User

Table 3 Intentionally Not Used

Table 4 Intentionally Not Used

SCHEDULE A-1: LICENSE SPECIFICATIONS

1. Licensee:

Licensee:	<i>Leah Beck, County of San Bernardino on behalf of its Arrowhead Regional Medical Center, 400 North Pepper Avenue, Colton, CA 92324</i>
Notices to Licensee:	<i>County of San Bernardino on behalf of its Arrowhead Regional Medical Center, 400 North Pepper Avenue, Colton, CA 92324, BeckL@armc.sbcounty.gov</i>
Licensee shall also complete Schedule A-2 with its additional contact information.	

2. Licensed Content:

Current Procedural Terminology (CPT®) 2020 – Standard

3. Royalties.

3.1 Internal Use Royalty. As consideration for the rights granted herein, Licensee shall pay royalties in the total amount of **\$33,946.50** U.S. Dollars, plus applicable taxes, for the Licensed Uses of the Licensed Content specified in Section 2 of this Schedule A-1. Unless otherwise stated, royalties are due upon execution of this Agreement, in accordance with Section 9 of this Agreement. For the avoidance of doubt, Licensee shall pay additional royalties to the AMA for Licensed Uses of subsequent annual releases of the Licensed Content (which is generally designated by a calendar year), as calculated by applying the then-current royalty rates. AMA will deliver to Licensee subsequent annual release(s) of Licensed Content when available, and only after Licensee has paid all additional royalties due, at the then-current royalty rates.

4. Electronic Product(s): Subject to Section 9, royalties payable to the AMA for Licensed Uses of the identified Licensed Content are calculated in accordance with the licensing model (and unit of licensure) that has been identified for each Electronic Product and the applicable royalty rate, as follows:

Table 4.1 Intentionally Not Used

Table 4.2 User Proxy Model

Licensee's Electronic Product (Name and Description)	Vendor of Licensee's Electronic Product (if applicable)	Licensed Content used in Electronic Product	User Proxy Model Product Category*	Proxy to Determine Number of Users (BP = Billing Providers, or SB = Staffed Beds)	Number of Billing Providers or Staffed Beds	User Proxy Model Factor	Calculated Number of Users	Royalty Rate	Total Royalty Amount
Meditech HIS		2020 CPT Standard	CEMR, IAEMR & PBS	SB	332	6	1992	Calculated as \$82.50 plus \$17.00/ User	\$33,946.50

*CEMR = Clinical EMR; IAEMR = Integrated Ambulatory EMR; PBS = Patient Billing System; AEMR = Ambulatory EMR; PM = Practice Management

Table 4.3 Intentionally Not Used

Table 4.4 Intentionally Not Used

SCHEDULE A-2: CONTACT INFORMATION**Primary Contact:**

Legal Name: Leah Beck		Phone: ex: 909-580-0005		Email: beckl@armc.sbcounty.gov	
Title: Director, Health Info Mgt.		Dept: Medical Records		Company Name: County of San Bernardino- Arrowhead Regional Medical Center	
Mailing Address: 400 N Pepper Ave			City: Colton		State: CA
					Zip: 92324
Country:					
<i>(International Use Only)</i>					

Secondary/Purchasing Agent:

Legal Name: Yesenia Contreras		Phone: ex: 909-777-0725		Email: contreray@armc.sbcounty.gov	
Title: Fiscal Assistant		Dept: ARMC Accounting		Company Name: County of San Bernardino- Arrowhead Regional Medical Center	
Mailing Address: 2040 W Woodpine <i>(if different from primary mailing address)</i>			City: Colton		State: CA
					Zip: 92324
Country:					
<i>(International Use Only)</i>					

Licensed Content Recipient:

Legal Name: Leah Beck		Phone: ex: 909-580-0005		Email: beckl@armc.sbcounty.gov	
Title: Director, Health Information Mgt		Dept: Medical Records		Company Name: County of San Bernardino- Arrowhead Regional Medical Center	
Mailing Address: 400 N Pepper Ave <i>(if different from primary mailing address)</i>			City: Colton		State: CA
					Zip: 92324
Country:					
<i>(International Use Only)</i>					