

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



Contract Number

24-928 A-1

SAP Number

440002558

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

Andrew Goldfrach
(909) 580-6150

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Grant Number (if applicable)

First Databank, Inc.
Kristian Stauffer
(916) 628-3514
July 1, 2024 through June 30, 2029
NTE \$1,000,000
\$500,000
NTE \$1,500,000

Briefly describe the general nature of the contract: Amendment No. 1 to Agreement No. 4400025558 with First Databank, Inc., for the provision of licenses to the Epic Willow outpatient dispensing software solution, changing the not-to-exceed amount from \$200,000 annually to a total contract amount not-to-exceed \$1,500,000, with no change to the term of July 1, 2024 through June 30, 2029

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold

Bonnie Uphold, Supervising Deputy County Counsel

Date 9/13/2024

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► Andrew Goldfrach

Andrew Goldfrach, ARMC Chief Executive Officer

Date 9/16/2024

FIRST AMENDMENT TO THE LICENSE AGREEMENT

This is the First Amendment to the License Agreement between FIRST DATABANK, INC. (FDB) and San Bernardino County on Behalf of Arrowhead Regional Medical Center (LICENSEE) dated 7/1/2024. FDB and LICENSEE agree to modify specific terms of the Agreement effective 10/1/2024 ("First Amendment Effective Date"). Except as provided below, all of the terms and provisions of the Agreement remain in full force and effect.

1. Section 3(a) of the License Agreement is hereby amended and restated as follows:

- a) This Agreement and license shall remain in effect for an initial term beginning on the Effective Date and continuing until June 30, 2029 (the "Initial Term"), unless terminated sooner by either party pursuant to Section 3(b) of the Agreement. Thereafter, this Agreement may be renewed or extended for an additional period of time, as mutually agreed by the parties in writing.

2. Correct Section 22 to Section 24 of the License Agreement and amend and restate Section 24 as follows:

24. The maximum amount of payment under this Agreement shall not exceed \$1,500,000, of which \$0 may be federally funded, and shall be subject to availability of other funds to the LICENSEE. The consideration to be paid to FDB, as provided herein, shall be in full payment for all FDB services and expenses incurred in the performance hereof, including travel and per diem.

3. Add a new Section 25 to the License Agreement as follows:

25. CAMPAIGN CONTRIBUTION DISCLOSURE. FDB has disclosed to LICENSEE that it has not made any campaign contributions of more than \$250 to any member of the San Bernardino County ("COUNTY") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of FDB's proposal to COUNTY, or (2) 12 months before the date this Agreement was approved by the COUNTY Board of Supervisors. FDB acknowledges that under California Government Code section 84308, FDB is prohibited from making campaign contributions of more than \$250 to any member of the COUNTY Board of Supervisors or other COUNTY elected officer for 12 months after the COUNTY's consideration of the Agreement. In the event of a proposed amendment to this Agreement, FDB will provide COUNTY a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the COUNTY Board of Supervisors or other COUNTY elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of FDB.

4. **Exhibit 1, Section B, DECLARATION OF USE/LICENSED SOLUTIONS/LICENSE FEE SCHEDULE** is hereby amended as follows:

- by adding Licensee's **Epic Willow Outpatient Dispensing Use as Section B.3;**
- by adding Licensee's **Epic Specialty Pharmacy and Epic Compass Rose – Specialty Pharmacy Uses as Section B.4;**
- and amending and restating the Compliance and Exclusions Paragraphs in their entireties

B.3 Epic Willow Outpatient Dispensing Use:

Declaration of Use:

Licensee shall use the **Licensed Solutions identified in Exhibit 1, Sections B.3.1 and B.3.2** in Licensee's Epic Willow Outpatient Dispensing computer system to assist in the clinical screening and regulating of the distribution of medication to the patient in outpatient clinic and hospital outpatient pharmacies.

In addition, Licensee shall use the **Meducation for Epic Willow Labeling identified in Exhibit 1, Section B.3.3** in conjunction with Licensee's Epic Willow Outpatient Dispensing computer system to generate multilingual sigs for labels in outpatient clinic pharmacies or hospital outpatient pharmacies to patients (i) at the point of dispensing and (ii) to reference at home to improve medication adherence.

For purposes of this Agreement, regarding Licensee's access to **Meducation for Epic Willow Labeling identified in Exhibit 1, Section B.3.3**, a Site is defined as an outpatient clinic pharmacy or a hospital outpatient pharmacy location with a single street address that is under Licensee's direct control from which an individual logs into, uses or otherwise accesses **Meducation for Epic Willow Labeling identified in Exhibit 1, Section B.3.3**.

As it relates to **Meducation for Epic Willow Labeling identified in Exhibit 1, Section B.3.3**, FDB will work with Licensee to provide translations for Licensee's highest frequency sigs. By intaking free text and mapping to FDB's library of human-generated content, FDB is able return standardized, simplified, and translated phrases for thousands of sig variations via a flat file with standard Epic Willow language codes. Licensee is responsible for testing and uploading into Epic Willow. Custom font support may be required. Note: Access to **Meducation's** standalone web-based tool can be made available to produce material with non-standard fonts.

Licensee's total number of outpatient clinic and hospital outpatient pharmacies is identified on Exhibit 6 to this Agreement.

Licensed Solutions (complete package components outlined on Exhibit 2 to this Agreement as amended and attached hereto)

B.3.1

Cloud Connector Enhanced Data Bundle (per the Terms outlined in Exhibit 7)

FDB MEDKNOWLEDGE™ Enhanced Package – via Cloud Connector

Cloud Connector Premium Modules (per the Terms outlined in Exhibit 7)

DRUG IMAGE/IMPRINT BUNDLE™ - via Cloud Connector

SPANISH DATA BUNDLE – via Cloud Connector

B.3.2

Cloud Connector Premium Module (per the Terms outlined in Exhibit 7)

FDB MedGuides Module™ for FDB MEDKNOWLEDGE – via Cloud Connector

B.3.3

Meducation® for Epic Willow Labeling (Meducation) (per the terms outlined in Exhibit 8)

Meducation® for Epic Willow Labeling (Meducation) is a file-based solution that enables Epic Willow sites to support translated sig information within their native label workflow in up to 31 languages.

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License Fee Schedule:

	Fee Term Ending 06/30/2025	07/01/2025 to 06/30/2026	07/01/2026 to 06/30/2027	07/01/2027 to 06/30/2028	07/01/2028 to 06/30/2029
Annual Base Fee for the Licensed Solutions identified in Exhibit 1, Section B.3.1 for use as defined in Exhibit 1, Section B.3: *	\$ 14,607**	\$ 15,119	\$ 15,642	\$ 16,189	\$ 16,756

*Annual Base Fee for the **Licensed Solutions identified in Exhibit 1, Section B.3.1**, for use as defined in Exhibit 1, Section B.3, includes one (1) outpatient clinic and hospital outpatient pharmacy site as identified on Exhibit 6 to this Agreement.

Licensee will be invoiced a pro-rata portion of the Annual Base Fee for the **Licensed Solutions identified in Exhibit 1, Section B.3.1, for use as defined in Exhibit 1, Section B.3, for the period beginning October 1, 2024 and ending June 30, 2025.

	Fee Term Ending 06/30/2025	07/01/2025 to 06/30/2026	07/01/2026 to 06/30/2027	07/01/2027 to 06/30/2028	07/01/2028 to 06/30/2029
Annual User Fees for the Licensed Solutions identified in Exhibit 1, Section B.3.1 for use as defined in Exhibit 1, Section B.3: *					
sites 2+	\$ 767	\$ 794	\$ 822	\$ 851	\$ 881

*Annual User Fees for the **Licensed Solutions identified in Exhibit 1, Section B.3.1**, for use as defined in Exhibit 1, Section B.3, are per outpatient clinic and hospital outpatient pharmacy site per year based on the total number of outpatient clinic and hospital outpatient pharmacy sites as identified on Exhibit 6 to this Agreement.

	Fee Term Ending 06/30/2025	07/01/2025 to 06/30/2026	07/01/2026 to 06/30/2027	07/01/2027 to 06/30/2028	07/01/2028 to 06/30/2029
Annual License Fee for the Licensed Solutions identified in Exhibit 1, Section B.3.2 for use as defined in Exhibit 1, Section B.3: *	\$ 6,750**	\$ 6,985	\$ 7,230	\$ 7,485	\$ 7,747

*Annual License Fee for the **Licensed Solutions identified in Exhibit 1, Section B.3.2**, for use as defined in Exhibit 1, Section B.3, covers up to fifty (50) outpatient clinic and hospital outpatient pharmacy sites as identified on Exhibit 6 to this Agreement.

Licensee will be invoiced a pro-rata portion of the Annual License Fee for the **Licensed Solutions identified in Exhibit 1, Section B.3.2, for use as defined in Exhibit 1, Section B.3, for the period beginning October 1, 2024 and ending June 30, 2025.

	Fee Term Ending 06/30/2025	07/01/2025 to 06/30/2026	07/01/2026 to 06/30/2027	07/01/2027 to 06/30/2028	07/01/2028 to 06/30/2029
Annual Base Fee for the Licensed Solutions identified in Exhibit 1, Section B.3.3 for use as defined in Exhibit 1, Section B.3: *	\$ 12,209**	\$ 12,637	\$ 13,080	\$ 13,538	\$ 14,012

*Annual License Fee for the **Licensed Solutions identified in Exhibit 1, Section B.3.3**, for use as defined in Exhibit 1, Section B.3, covers up to five (5) outpatient clinic and hospital outpatient pharmacy Sites as identified on Exhibit 6 to this Agreement.

Licensee will be invoiced a pro-rata portion of the Annual License Fee for the **Licensed Solutions identified in Exhibit 1, Section B.3.3, for use as defined in Exhibit 1, Section B.3, for the period beginning October 1, 2024 and ending June 30, 2025.

B.4 Epic Specialty Pharmacy and Epic Compass Rose – Specialty Pharmacy Uses:

Declaration of Use:

Licensee shall use the **FDB Specialty Pharmacy Module identified in Exhibit 1, Section B.4** within Licensee's Epic Specialty Pharmacy system to support the management of patients receiving specialty pharmacy drugs for use by clinical users. It is understood that the clinical users of the system will have access to the **FDB Specialty Pharmacy Module** for reference purposes as part of their workflow. Further, Licensee shall have the right to use **FDB AlertSpace** for the purpose of customizing FDB content that is displayed via the Epic Specialty Pharmacy system.

Licensee shall use the **FDB Specialty Pharmacy Module Flowsheets identified in Exhibit 1, Section B.4** within Licensee's Epic Compass Rose – Specialty Pharmacy system to support the care of patients receiving specialty pharmacy drugs, in applications used by healthcare professionals. It is understood that the clinical users of the system will have access to the **FDB Specialty Pharmacy Module Flowsheets identified in Exhibit 1, Section B.4** for purposes of documenting care coordination activities for patient encounters as part of their workflow.

Licensee's total number of specialty prescriptions prescribed and dispensed is identified on Exhibit 9 to this Agreement and shall be updated annually by Licensee as the basis for fee assessment.

Licensed Solutions (complete package components outlined on Exhibit 2 to this Agreement as amended and attached hereto)

Premium Modules

FDB Specialty Pharmacy Module

FDB Specialty Pharmacy Module Flowsheets

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License Fee Schedule:

	Fee Term Ending 06/30/2025	07/01/2025 to 06/30/2026	07/01/2026 to 06/30/2027	07/01/2027 to 06/30/2028	07/01/2028 to 06/30/2029
Annual License Fee for the Licensed Solutions identified in Exhibit 1, Section B.4 for use as defined in Exhibit 1, Section B.4:					
covers up to 5,000 specialty prescriptions prescribed and dispensed per year	\$ 38,349*	\$ 39,691	\$ 41,080	\$ 42,517	\$ 44,005
5,001-10,000 specialty prescriptions prescribed and dispensed per year	\$ 42,950	\$ 44,455	\$ 46,009	\$ 47,619	\$ 49,286
10,001-20,000 specialty prescriptions prescribed and dispensed per year	\$ 47,244	\$ 48,901	\$ 50,611	\$ 52,383	\$ 54,217
20,001-30,000 specialty prescriptions prescribed and dispensed per year	\$ 51,025	\$ 52,815	\$ 54,658	\$ 56,573	\$ 58,553
30,001-45,000 specialty prescriptions prescribed and dispensed per year	\$ 54,088	\$ 55,984	\$ 57,936	\$ 59,969	\$ 62,068
For each additional 5,000 specialty prescriptions prescribed and dispensed per year > 45,000	\$54,088 + \$4,618 per each additional 5,000 scripts over 45,000	\$55,984 + \$4,779 per each additional 5,000 scripts over 45,000	\$57,936 + \$4,947 per each additional 5,000 scripts over 45,000	\$59,969 + \$5,120 per each additional 5,000 scripts over 45,000	\$62,068 + \$5,298 per each additional 5,000 scripts over 45,000

Licensee will be invoiced a pro-rata portion of the Annual License Fee for the **Licensed Solutions identified in Exhibit 1, Section B.4, for use as defined in Exhibit 1, Section B.4, for the period beginning October 1, 2024 and ending June 30, 2025.*

Compliance Paragraphs:

Use rights described in Exhibit 1, Section B.1 are limited to one (1) hospital site identified in Exhibit 1, Section A. Any use beyond these limits is not permitted under this Agreement. An amendment to this Agreement will be required if Licensee adds any Licensee owned or managed hospital sites during the Term of the Agreement. Any such amendment will reflect the current License fees.

No more often than twice during each annual Fee Term, an FDB representative will contact Licensee's representative, identified on Exhibit 5 to the Agreement, to confirm compliance with the limits of the Agreement and update Exhibits 3 and 6 as necessary. Licensee agrees to cooperate with FDB's requests to confirm scope of use. Additions to Exhibits 3 and 6 will result in billing adjustments per the fee schedules in Exhibit 1, Section B of this Agreement, as of the effective date of the changes.

Should Licensee add any additional pmps, or outpatient clinic and hospital outpatient pharmacy sites, during any Fee Term, Licensee will notify FDB for the purpose of updating Exhibits 3 and 6 and adjusting applicable fees resulting in FDB sending Licensee a prorated invoice, such prorated fees will be calculated from the date the additional pmps are added to Exhibit 3, and the date the additional outpatient clinic and hospital outpatient pharmacy sites are added to Exhibit 6, through the end of Licensee's current Fee Term.

Exclusion Paragraph:

Licensee's permitted use includes the implementation and testing of the Licensed Solutions within Licensee's Epic computer systems. Authorized use of Licensed Solutions, except as authorized in Exhibit 1, Section B, expressly excludes distribution of data to any third party outside of Licensee's organization, use in medical practice management systems which support drug dispensing, a clinical data repository, disease management applications, population health management applications (data aggregation and analytics, care management, medication management therapy, patient portals), claims preparation and adjudication for the purpose of third party billing, litigation or regulatory investigations or inquiry (other than pursuant to a subpoena or other legal process compelling disclosure, supporting internet website(s), or any other use not clearly defined in Exhibit 1, Section B.

5. **Exhibit 1, Section C, PAYMENT SCHEDULE** is hereby amended by adding Section C.iv as follows:
 - iv) License Fees for uses as defined in Exhibit 1, Sections B.3 and B.4 consist of Annual Base, License, and User Fees as specified in Exhibit 1, Section B. The pro-rata portions of the Annual Base and License Fees for uses as defined in Exhibit 1, Sections B.3 and B.4, for the period beginning October 1, 2024 and ending June 30, 2025, are due and payable by Licensee to FDB in full electronically via Automated Clearing House (ACH) no later than (60) days of the invoice date. Annual Fees for each annual Fee Term are due and payable no later than (60) days of the invoice date. Fees for uses as defined in Exhibit 1, Sections B.3 and B.4, for each Fee Term, are based on the total number of outpatient clinic and hospital outpatient pharmacy sites as identified on Exhibit 6, and the total number of specialty prescriptions prescribed and dispensed as identified on Exhibit 9 to this Agreement and as outlined in Exhibit 1, Section B.
6. **Full Force and Effect.** The License Agreement, as amended by this Amendment, remains in full force and effect.
7. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the License Agreement.
8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

[Signature Block on Following Page]

IN WITNESS HEREOF, the parties hereto have executed this First Amendment as of the First Amendment Effective Date stated above.

FIRST DATABANK, INC.
10 East Main Street, Suite 300
Carmel, IN 46032
(800) 428-4495
(317) 571-7200
(317) 571-7253 (FAX)

Dated: Aug 28, 2024

Date

By:


Lance Jennings (Aug 28, 2024 15:25 EDT)

Signature

Lance Jennings

Name (Print)

Senior Director, Finance

Title

**San Bernardino County on
Behalf of Arrowhead
Regional Medical Center**
400 North Pepper Avenue
Colton, CA 92324-1819
(909) 580-1000

Dated: SEP 24 2024

Date

By:



Signature

Dawn Rowe

Name (Print)

Chair, Board of Supervisors

Title

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



EXHIBIT 2

LICENSED SOLUTION DETAIL

In accordance with Section B, Exhibit 1 of this Agreement, the following is complete package detail of the Licensed Solutions outlined in Section B.

FDB MEDKNOWLEDGE, Enhanced Package
FDB FOUNDATIONS (Drug and Descriptive Information)
FDB DRUG PRICING
FDB CLINICAL MODULES, Enhanced Package which includes:
 COUNSELING MESSAGES MODULE™
 DOSAGE RANGE CHECK MODULE™
 DRUG ALLERGY MODULE™
 DRUG-DISEASE CONTRAINDICATION MODULE™
 DRUG-DRUG INTERACTION MODULE™
 DRUG-FOOD INTERACTION MODULE™
 DRUG-LAB INTERFERENCE MODULE™
 DUPLICATE THERAPY MODULE™
 INDICATIONS MODULE™
 MIN/MAX DOSE MODULES™
 PATIENT EDUCATION MODULE™, English
 PRECAUTIONS MODULES (GERIATRIC, PEDIATRIC, PREGNANCY, LACTATION)
 PRESCRIBER ORDER ENTRY MODULE™ (POEM)
 PRIORITIZED LABEL WARNINGS MODULE™, English
 SIDE EFFECTS MODULE™

Premium Modules

FDB INTEROPERABILITY MODULE™, Enhanced Package
 FDB AlertSpace®

Cloud Connector Enhanced Data Bundle (per the Terms outlined in Exhibit 7)

FDB MEDKNOWLEDGE™ Enhanced Package – via Cloud Connector which includes:
 DRUG FILE BUNDLE - via Cloud Connector
 PRICING BUNDLE - via Cloud Connector
 CORE CLINICAL BUNDLE - via Cloud Connector
 MEDICAL CONDITIONS BUNDLE - via Cloud Connector
 DOSING BUNDLE - via Cloud Connector

Cloud Connector Premium Modules (per the Terms outlined in Exhibit 7)

DRUG IMAGE/IMPRINT BUNDLE™ - via Cloud Connector
 SPANISH DATA BUNDLE – via Cloud Connector

Cloud Connector Premium Module (per the Terms outlined in Exhibit 7)

FDB MedGuides Module™ for FDB MEDKNOWLEDGE – via Cloud Connector

Meducation® for Epic Willow Labeling (Meducation) (per the terms outlined in Exhibit 8)

Meducation® for Epic Willow Labeling (Meducation) is a file-based solution that enables Epic Willow sites to support translated sig information within their native label workflow in up to 31 languages.

Premium Modules

FDB Specialty Pharmacy Module
 FDB Specialty Pharmacy Module Flowsheets

EXHIBIT 6

User Count for Epic Willow Dispensing Sites and Meducation® for Epic Willow Labeling (Meducation)

In accordance with Exhibit 1, Section B.3 of this Agreement the following is a count of the outpatient clinic and hospital outpatient pharmacy sites with access to the Licensed Solutions under the terms of the Agreement.

Total number of outpatient clinics and hospital outpatient pharmacy sites: 1*

**The Annual Base Fee for the Licensed Solutions identified in Exhibit 1, Section B.3.1 includes one (1) outpatient clinic and hospital outpatient pharmacy.*

Dawn M. Rowe

Chair, Board of Supervisors

Chair, Board of Supervisors

LICENSEE:

BY:

DATE:



SEP 24 2024

EXHIBIT 7

FDB Cloud Connector

This Exhibit 7 is a part of the License Agreement between First Databank (FDB) and Licensee and includes additional terms and conditions under which Licensee is granted a license to utilize the FDB Cloud Connector as defined in Exhibit 1, Section B. In the event of any conflict between this Exhibit 7 and the FDB License Agreement this Exhibit 7 shall apply.

1. **DEFINITIONS.** In addition to the Definitions of Certain Terms in Section 1 of the FDB License Agreement, the following are the definitions of terms related specifically to the FDB Cloud Connector:
 - a) "Authentication Keys" means the secret key required to access the FDB Cloud Connector as supplied by FDB.
 - b) "Designated Contacts" mean those persons designated by Licensee or its end-users in accordance with this Agreement.
 - c) "Performance Monitoring Information" means information used to monitor the quality and performance of the FDB Cloud Connector in order to proactively detect and address FDB Cloud Connector problems. It includes—by way of example and not limitation—Service response times and metrics related to network traffic routing.
 - d) "Usage Logs" means information stored for the purpose of providing FDB Cloud Connector support and troubleshooting, including—by way of example and not limitation—Service request dates, Service request times, and Service request and response content including, by way of example and not limitation, the drugs a patient is taking or being prescribed, the medical conditions a patient suffers from, and lab values for laboratory tests the patient has undertaken.
 - e) "Usage Analytics" means general usage and trend information related to Licensee's usage of the FDB Cloud Connector.

2. CONDITIONS OF USE.

Licensee's use of the FDB Cloud Connector is subject to the following conditions:

Licensee must apply for Authentication Keys in order to use the FDB Cloud Connector. Licensee will keep Authentication Keys confidential and not disclose them to third parties other than Designated Contacts including end-users. FDB reserves the right to change Authentication Keys at any time; Licensee will only authenticate end users using Authentication Keys provided by FDB.

3. DISCLAIMERS OF LIABILITY

- (i) All copyright, trademarks and other intellectual property rights subsisting in or used in connection with the FDB Cloud Connector (including but not limited to all images, animations, audio and other identifiable material relating to the software) are and remain the sole property of FDB.
- (ii) **FDB WILL ENDEAVOUR TO ENSURE THAT ACCESS TO THE FDB CLOUD CONNECTOR IS UNINTERRUPTED AND THAT TRANSMISSIONS WILL BE ERROR-FREE. HOWEVER, FDB CANNOT GUARANTEE THAT ACCESS WILL NOT BE SUSPENDED FROM TIME TO TIME INCLUDING TO ALLOW FOR REPAIRS, MAINTENANCE OR THE INTRODUCTION OF NEW CONTENT OR FACILITIES. LICENSEE ACKNOWLEDGES THAT BOTH SCHEDULED AND UNSCHEDULED DOWNTIME WILL OCCUR FROM TIME TO TIME DURING THE TERM OF THIS AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES THAT FDB MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE AVAILABILITY OR OPERABILITY OF THE INTERNET.**

4. FDB OBLIGATIONS AND RIGHTS

- a. Data Rights: Licensee hereby grants to FDB the perpetual, irrevocable, royalty-free right and license to use Licensee's Performance Monitoring Information, Usage Logs, and Usage Analytics, solely in anonymous, de-identified form, to analyze, optimize and improve the FDB Cloud Connector and services provided to Licensee, to create new features and functionality in the FDB Cloud Connector or other FDB products, to

develop aggregate usage metrics regarding the FDB Cloud Connector and Licensed Solutions and for purposes of marketing and promoting the FDB Cloud Connector and Licensed Solutions.

5. LICENSEE OBLIGATIONS

a. Licensee acknowledges that the FDB Cloud Connector includes third party software which, as between the parties, shall be considered the intellectual property of FDB and be treated by Licensee as such.

(i) Licensee to supervise and control use of the FDB Cloud Connector in accordance with the terms of this License;

(ii) Licensee shall designate at least one (1) and no more than two (2) Designated Contacts within its organizations to be responsible for assisting end-users within its organization with technical aspects of the Licensed Solutions and for responding in the first instance and attempting to resolve questions and problems related to the operation and use of the Licensed Solutions by end-users. Absent emergency circumstances, only Designated Contacts may request telephone support and error corrections from FDB and Licensee acknowledges that FDB will direct all of its communications concerning same to Licensee Designated Contacts outlined below:

Licensee's Designated Contact: Theodor Moy

Phone Number: 909.580.0056

E-Mail Address: moyth@armc.sbcounty.gov

Licensee's Designated Contact: _____

Phone Number: _____

E-Mail Address: _____

(iii) Licensee, when accessing the Licensed Solutions through the FDB Cloud Connector, will use the Internet to connect with FDB's designated servers. Licensee is responsible for maintaining the integrity of its connection to the Internet.

Dawn M. Rowe

Chair, Board of Supervisors

LICENSEE: 

BY: _____

DATE: SEP 24 2024

EXHIBIT 8 - USER SURVEY

Specialty Prescription Count for FDB Specialty Pharmacy Module and FDB Specialty Pharmacy Module Flowsheets

In accordance with Section B.4 of Exhibit 1 to this Agreement the following is a count of total number of specialty prescriptions prescribed and dispensed using the Licensed Solutions under the terms of the Agreement.

Total number of specialty prescriptions prescribed and dispensed annually: 878

Dawn M. Rowe

Chair, Board of Supervisors

LICENSEE:

BY:



DATE:

SEP 24 2024

EXHIBIT 9

MEDUCATION TERMS OF USE

Terms Applicable to Meducation® for Epic Willow Labeling ("Meducation")

This Exhibit 9 is part of the License Agreement between FDB and Licensee and includes amended and additional terms that apply to Licensee's license to use the Licensed Solution known as **Meducation for Epic Willow Labeling (Meducation)**. Except as provided below, all of the terms and provisions of the Agreement remain in full force and effect. In the event of any conflict between this Exhibit 9 and the FDB License Agreement this Exhibit 9 shall apply.

- a. If any patient indicates an inability to read or understand the **Meducation** labeling, Licensee shall provide the necessary services to interpret, explain, and respond to patient inquiries.
- b. Licensee hereby covenants and agrees to indemnify, defend, and hold FDB and its licensors harmless from and against any liability, loss, injury or expense (including reasonable attorneys' fees and court costs) imposed upon, incurred or suffered by FDB and/or its licensors relating to or arising out of any allegation or claim alleging that Licensee failed to meet the obligations outlined in Section a above.
- c. Licensee will promptly notify FDB of any errors it believes it has identified in any translations or other output produced by the Licensed Solutions.
- d. Licensee is responsible for securing all network and Internet connections made to the Licensed Solutions.
- e. Licensee will ensure that any and all users of the Licensed Solutions receive appropriate training on the use of Licensed Solutions prior to first commencing use of the Licensed Solutions in any patient or customer encounter.
- f. Licensee acknowledges and agrees that it is solely responsible for compliance with all data protection and privacy laws, rules and regulations (including, without limitation, those related to protected health information and/or personally identifiable information) that are applicable to the accessing or use of the Licensed Solutions.

Dawn M. Rowe

Chair, Board of Supervisors

LICENSEE:



BY:

DATE: SEP 24 2024