

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



Contract Number
20-602-A-5

SAP Number
4400015012

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	American Medical Association
Contractor Representative	Scot West
Telephone Number	(312) 464-4571
Contract Term	Effective July 28, 2020 and continuing indefinitely
Original Contract Amount	\$175,793
Amendment Amount	\$36,935
Total Contract Amount	\$212,728
Cost Center	8700
Grant Number (if applicable)	

Briefly describe the general nature of the contract: Amendment No. 5 to Internal Use License Agreement No. 20-602 with the American Medical Association, effective as of September 24, 2024, for license access to Current Procedural Terminology code sets, increasing the agreement amount by \$36,935, from \$175,793 to a new total agreement amount of \$212,728, with no change to the agreement period beginning July 28, 2020, and continuing indefinitely until terminated by either party.

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 9/13/2024

**AMERICAN MEDICAL ASSOCIATION
PRODUCT AMENDMENT TO INTERNAL END USER LICENSE AGREEMENT**

This Product Amendment to Internal End User License Agreement ("Amendment"), dated as of 09/24/2024 ("Amendment 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 San Bernardino County, a political subdivision organized and existing under the constitution and the laws of the State of California operating a hospital or surgery center, on behalf of its Arrowhead Regional Medical Center, with principal offices at 400 North Pepper Avenue, Colton, CA 92324, United States of America ("Licensee"), and amends the Internal End User License Agreement between the parties that became effective July 28, 2020 ("Agreement").

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 to amend the Agreement as follows:

1. The Agreement is amended by the addition of *Schedule A-1: License Specifications (Supplement)*, as attached hereto, that supplements but does not replace existing Schedule(s) A-1 of the Agreement.
2. The Agreement is amended by the addition of *Appendix B: Licensing Models (Supplement)*, as attached hereto, that details applicable AMA licensing model(s) for determining royalties due to the AMA for use of Licensed Content as specified in *Schedule A-1: License Specifications (Supplement)*, attached to this Amendment.
3. The Agreement is amended by the addition of *Appendix C: Royalty Rates (Supplement)*, as attached hereto, that details AMA's current royalty rates.
4. Section 23, *Notices*, of the Agreement is deleted in its entirety and the following is inserted in its place to reflect AMA has updated its terms for delivery of notices and requests for approval under the Agreement:

23. Notices. Notices to Licensee will be sent to the individual(s) specified in Schedule A-1 and the individual(s) designated as Administrator in AMA's self-service Royalties Portal by email or by certified mail. Licensee will be responsible for keeping current Licensee's contact information documented within AMA's self-service Royalties Portal. All non-legal requests or other Licensee inquiries will be sent to https://compliance.ama-assn.org/hc/en-us/requests/new?ticket_form_id=7268856900759 (i.e., AMA's Zendesk link). All legal notices to the AMA will be sent to the Office of General Counsel (OGC@ama-assn.org). The AMA may change the notice recipients upon written notice to Licensee.

5. **Campaign Contribution Disclosure (SB1439).** AMA has disclosed to Licensee using Appendix D - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Licensee Board of Supervisors or other Licensee 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 AMA's proposal to Licensee, or (2) 12 months before the date this Amendment is approved by the Licensee Board of Supervisors. AMA acknowledges that under Government Code section 84308, AMA is prohibited from making campaign contributions of more than \$250 to any member of Licensee's Board of Supervisors or other Licensee elected officer for 12 months after Licensee's consideration of the Amendment. Campaign contributions include those made by any agent/person/entity on behalf of the AMA or by a parent, subsidiary or otherwise related business entity of **AMA**.

This Amendment shall only become effective upon its execution by both parties. Capitalized terms used but not defined herein shall have the meanings as set forth in the Agreement. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement. On and after the Amendment Effective Date, any reference to "existing Agreement," "this Agreement," "the Agreement," "herein," or words of like import, in the Agreement and in any other agreements, notices delivered, or documents executed pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as amended by this Amendment.

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 Contract. 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.

ACCEPTED AND AGREED:

American Medical Association

San Bernardino County, a political subdivision organized and existing under the constitution and the laws of the State of California operating a hospital or surgery center, on behalf of its Arrowhead Regional Medical Center

DocuSigned by:
By: Denise Foy
725F6231808440E
Print Name: Denise Foy
Title: Vice President, HS Business Operations
Date: 08/16/2024

By: Dawn Rowe
Print Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date: SEP 24 2024

ATTACHMENTS:

- APPENDIX A: INTENTIONALLY NOT USED
- APPENDIX B: LICENSING MODELS (SUPPLEMENT)
- APPENDIX C: ROYALTY RATES (SUPPLEMENT)
- SCHEDULE A-1: LICENSE SPECIFICATIONS (SUPPLEMENT)
- SCHEDULE A-2: INTENTIONALLY NOT USED

Approved by Finance: TWG
OGC approval is documented
in CLM system

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 (SUPPLEMENT)

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 Amendment, “the end of reporting period” shall mean the date of Licensee’s execution of this Amendment.

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 the number 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 used 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 used 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 used 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 used 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 used 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 (SUPPLEMENT)

Table 1 Intentionally not used.

Table 2 User Proxy Model		
Name of Data File	Date Available	Royalty Rate
<i>Current Procedural Terminology (CPT®) 2025 – Standard</i>	September 2024	Calculated as \$82.50 plus \$18.50 for each User
<i>AMA's Version of Healthcare Common Procedure Coding System, Level II 2025</i>	December 2024	Calculated as \$19.50 for each User
<i>AMA's Version of International Classification of Diseases, 10th Revision, Clinical Modification and Procedure Coding System 2025</i>	September 2024	Calculated as \$22.00 for each User
<i>Current Procedural Terminology (CPT®) Relative Value Units 2025</i>	February 2025	Calculated as \$18.50 for each User

Table 3 Intentionally not used.

Appendix D: Campaign Contribution Disclosure Senate Bill 1439

NONE

SCHEDULE A-1: LICENSE SPECIFICATIONS (SUPPLEMENT)

1. Licensee:

Licensee:	<p><i>San Bernardino County, a political subdivision organized and existing under the constitution and the laws of the State of California operating a hospital or surgery center, on behalf of its Arrowhead Regional Medical Center, 400 North Pepper Avenue, Colton, CA 92324</i></p> <p>Licensee will promptly provide written notice to the AMA of any update to Licensee’s address. So long as Licensee’s address remains within the United States, such change shall not require a separate amendment to the Agreement.</p>
Notices to Licensee:	<p><i>Andrew Goldfrach, 400 North Pepper Avenue, Colton, CA 92324, goldfracha@armc.sbcounty.gov</i></p>

2. Licensed Content:

	<p><i>Current Procedural Terminology (CPT®) 2025 – Standard</i></p>
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3. Royalties.

3.1 End User Royalty. As consideration for the rights granted herein, Licensee shall pay royalties in the total amount of \$36,934.50 U.S. Dollars, plus applicable taxes, for the Licensed Uses of the identified Licensed Content. Unless otherwise stated, royalties are due upon execution of this Amendment, in accordance with Section 9 of the 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.

3.2 Intentionally left blank.

4. Electronic Product(s): Subject to Section 9 of the Agreement, 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
Epic - Clinical EMR, Integrated Ambulatory EMR & Patient Billing System	Epic	Current Procedural Terminology (CPT®) 2025 – Standard	CEMR, IAEMR, PBS	SB	332	6	1,992	\$18.50	\$36,852.00
Internal Use Licensing Fee		Current Procedural Terminology (CPT®) 2025 – Standard					1	\$82.50	\$82.50

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

Table 4.3 Intentionally not used.