

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



Contract Number
23-320 A-1

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909)-580-6150</u>
Contractor	<u>American Burn Association</u>
Contractor Representative	<u>Dena Leishman</u>
Telephone Number	<u>(312) 642-9260</u>
Contract Term	<u>January 23, 2023 and automatically renewing annually until terminated by either party</u>
Original Contract Amount	<u>\$4,500 Annually</u>
Amendment Amount	<u>\$1,000</u>
Total Contract Amount	<u>\$5,500 Annually</u>
Cost Center	<u>6110</u>

Briefly describe the general nature of the contract: Amendment No. 1 to License Agreement No. 23-320 with American Burn Association for access to the Burn Care Quality Platform full registry cloud-based software, updating agreement language to indicate that applicable fees will be invoiced on an annual basis, and increasing the annual amount from \$4,500 to \$5,500, with no change to the contract term effective January 1, 2023, and automatically renewing upon payment of the annual fee.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel

Date 1/26/2024

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

William L. Gilbert
William L. Gilbert, Director

Date

1/26/24

ADDENDUM TO LICENSE AGREEMENT
AMERICAN BURN ASSOCIATION

THIS ADDENDUM TO THE LICENSE AGREEMENT (this “Addendum”) is executed and effective as of February 6, 2024 (the “Addendum Effective Date”), by and between the American Burn Association, an Illinois not-for-profit (the “ABA”), and San Bernardino County on behalf of Edward G. Hirschman Burn Center at Arrowhead Regional Medical Center, (the “Burn Data Contributor”, and, together with ABA, the “Parties” and, each individually, a “Party”).

RECITALS

WHEREAS, ABA and Burn Data Contributor are party to that certain License Agreement, dated as of January 1, 2023 and in some instances additional Addendums to the License Agreement (the “License Agreement”), and each of the Parties have agreed to amend the License Agreement in certain respects, subject to the terms and conditions contained herein. Unless otherwise defined herein, capitalized terms used herein have the meanings ascribed to such terms in the License Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein and in the License Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

The License Agreement is amended as follows:

Section 1.1 is deleted in its entirety and replaced with the following:

1.1 License and Fees

The ABA grants to Burn Data Contributors, subject to the provisions of this Agreement, a non-exclusive license to use a cloud hosted platform commonly referred to as the Burn Care Quality Platform, which has been developed by BData and supplied to the ABA pursuant to the Master Agreement. Burn Data Contributors agree to pay any applicable Participation Fees as invoiced on an annual basis. This License Agreement may be renewed for additional years by payment of applicable fees. ABA shall notify the Burn Data Contributor of the fees applicable to future years at least 30 days prior to new fees taking affect.

This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. The parties shall be entitled to sign and transmit an electronic signature of this Addendum (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 party an original Addendum upon request.

IN WITNESS WHEREOF, Burn Data Contributor and ABA have executed this Agreement as of the date above.

<u>BURN DATA CONTRIBUTOR</u>	<u>ABA</u>
San Bernardino County on behalf of Edward G. Hirschman Burn Center at Arrowhead Regional Medical Center	AMERICAN BURN ASSOCIATION
By: <u>Dawn M. Rowe</u>	By: Kimberly Hoarle
Title: <u>Chair, Board of Supervisors</u>	Title: Executive Director
Signature: <u><i>Dawn M. Rowe</i></u>	Signature: <u><i>Kimberly A Hoarle</i></u>

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

FEB 06 2024

By *[Signature]*
Deputy

