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Contract Number

20-163-A1

SAP Number

4400014267

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William L. Gilbert

(909) 580-6150

Contractor

National Comprehensive Cancer
Network, Inc.

Contractor Representative
Telephone Number

Deanne Field

(267) 622-6642

Contract Term

April 7, 2020 through April 6, 2025

Original Contract Amount

\$89,515

Amendment Amount

Total Contract Amount

\$89,515

Cost Center

8241

Briefly describe the general nature of the contract: Amendment No. 1 to the EPIC Customer License Agreement No. 20-163 with the National Comprehensive Cancer Network for access to evidence-based treatment guidelines for cancer patients, retroactively effective on April 7, 2022, to correct the term of the Agreement for the five year period of April 7, 2020 through April 6, 2025, with no change to the contract amount of \$89,514.93.


FOR COUNTY USE ONLY

Approved as to Legal Form


Charles Phan, Deputy County Counsel

Date 5/17/2022

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department


William L. Gilbert, Director

Date 5/17/22

AMENDMENT NO.1 TO NCCN EPIC CUSTOMER LICENSE AGREEMENT

This Amendment No. 1 ("Amendment") is made retroactively effective as of April 7, 2022, ("Amendment Effective Date") and modifies the NCCN Epic Customer License Agreement effective as of April 7, 2020 ("Agreement") between the National Comprehensive Cancer Network, Inc. ("NCCN"), a Delaware nonprofit corporation with offices at 3025 Chemical Road, Suite 100, Plymouth Meeting, PA 19462 and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Licensee") with offices at 400 N Pepper Ave, Colton, CA 92324.

WHEREAS, subject to the terms and conditions of this Amendment, NCCN and Licensee desire to amend the terms of the Agreement accordingly,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, Licensee and NCCN hereby agree as follows:

1. All references to "County of San Bernardino" in the Agreement are amended to read "San Bernardino County".
2. Section 7.1 of the Agreement is deleted in its entirety and replaced with the following:

7.1 Term. This Agreement is effective as of the Effective Date and shall continue through the fifth anniversary of the Effective Date, unless earlier terminated in accordance with this Agreement.
3. For the avoidance of doubt, the Annual Maintenance/Subscription Fee for year three (2022) is \$8,497.50. This fee will increase 3% on an annual basis thereafter.

EFFECT OF AMENDMENT. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall be controlling. Except as specifically and to the extent modified by this Amendment, all of the terms and provisions of the Agreement shall continue to remain in full force and effect.

CAPITALIZED TERMS. Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Addendum, as applicable.

ELECTRONIC SIGNATURE. 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.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which shall be deemed an original, effective as of the Amendment Effective Date set forth above.

**SAN BERNARDINO COUNTY on behalf of
ARROWHEAD REGIONAL MEDICAL
CENTER**

By:



**NATIONAL COMPREHENSIVE CANCER
NETWORK, INC.**

By:

DocuSigned by:

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(Authorized Signature)

Name: **Curt Hagman**
Chairman, Board of Supervisors

(Authorized Signature)

Name: Beth Gaffney VP, US & Global Business
Development

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

