

## EPIC SYSTEMS CORPORATION AMENDMENT TO LICENSE

This Amendment to License (“Amendment”) is entered into by and between Epic Systems Corporation (“Epic”) and San Bernardino County, a political subdivision of the State of California (“You”).

### BACKGROUND

Epic and You entered into a License and Support Agreement, dated August 6, 2019, which has since been amended (as amended, the “Agreement”), including by that certain Amendment to License dated October 5, 2021 (the “October 2021 Amendment”).

Epic and You would like to amend the Agreement to add certain Items of Program Property as licensed under the Agreement; add maintenance fees and estimated implementation costs for certain previously licensed Items; and update the fee structure and licensing for MyChart Patient Experience Platform - Personalized, f/k/a MyChart Shared Patient Record (“MyChart”), Welcome Patient Kiosk (“Welcome”), MyChart Bedside Portal for Admitted Patients, f/k/a MyChart Bedside (“Bedside”), MyChart Care Companion (“Care Companion”), and certain care management and population health-related Items of Program Property, all as set forth below.

### AMENDMENT

In consideration of the mutual covenants below and in the Agreement, Epic and You agree as follows. All capitalized terms used and not defined in this Amendment have the meanings assigned in the Agreement.

- 1. Addition of Program Property.** The Agreement is amended by adding the following Epic software as Items of Program Property on Exhibit 1 of the Agreement, subject to the terms and conditions stated in this Amendment and in the Agreement:

Program Property	License Fee (US\$)	Initial Monthly Maint. Fee (US\$)	Comments
Care Management & Value-Based Care			Subscription Item.
			Quality Measures: Certified HEDIS is limited for use in accordance with the then-current NCQA End User License Agreement (as updated by NCQA from time to time). You can find a link to the current version here:
Gallery Document Management System			
Epic Generative AI Suite			Subscription Item.

		The Generative AI Suite is enabled by Nebula Cloud Platform (f/k/a Cloud Foundation), which You have already licensed pursuant to the October 2021 Amendment. Your use of the Generative AI Suite and any other product or feature that runs on, uses, or is enabled by Nebula Cloud Platform is subject to the then-current Nebula Cloud Platform Legal Terms, as updated by Epic from time to time, available at:
Guesthouse Contracted Vendor Portal		Subscription Item.
Willow Ambulatory Pharmacy and Inventory Supply Tracking	Licensed	Ambulatory Item.

**Limitations and Notes:**

2. Changes to Program Property.

- a. **Changes to MyChart, Bedside, Care Companion, and Welcome.**
- the line item for MyChart on Exhibit 1 to the Agreement is replaced in its entirety with the following as of the

Program Property	License Fee (US\$)	Initial Monthly Maint. Fee (US\$)	Comments
MyChart Patient Experience Platform - Personalized			Subscription Item.

**Limitations:**

- b. **Changes to Healthy Planet Population Health, Compass Rose Comprehensive Care Coordination, Healthy Planet Link, and Quality Measures: Certified HEDIS.** Prior to this Amendment, You licensed Healthy Planet Population Health (“Healthy Planet”) for [REDACTED] Compass Rose Comprehensive Care Coordination (“Compass Rose”) at a Licensed Volume of [REDACTED] Healthy Planet Link based on other Licensed Volumes, and Quality Measures: Certified HEDIS as a Subscription Item. While You are licensed to Care Management & Value-Based Care:

[REDACTED]

**3. Licensed Volume Definitions.**

- a. Effective as of the MyChart Consolidation Effective Date, the definition of [REDACTED] in Exhibit 1 to the Agreement is deleted and replaced with the following:

[REDACTED]

- b. The following Licensed Volume definition is added to Exhibit 1 to the Agreement:

[REDACTED]

**4. License Fees.**

[REDACTED]

- 5. Maintenance Fees.** The initial monthly maintenance fees for Gallery and Willow Ambulatory Pharmacy and Inventory Supply Tracking (“Willow Ambulatory”) are as provided in Section 1 of this Amendment. In addition, [REDACTED]

[REDACTED] Maintenance fees are due and payable, and may be adjusted, as provided in the Agreement.

**6. Subscription Fees.**

- a. **General Updates.** Section 4(e) of the Agreement is hereby deleted and replaced with the following:

- e. **Subscription Fees.** For each ‘Subscription Item’ on Exhibit 1, You will pay Epic a fee for Your use at the then-current standard subscription rate. Subscription fees may include base fees, usage fees (also known as “per use” fees), or both. Unless otherwise stated on Exhibit 1, usage fees are due quarterly in arrears, and base fees are due monthly in advance and will be billed with Your monthly maintenance fees. The current subscription rates are stated on Exhibit 1 and are subject to change.

For the sake of clarity, if you have previously licensed a Subscription Item which included a base fee or an annual fee, then Epic will instead coordinate Your payments for such Items to mirror the billing terms described in this Section 6(a) when You sign this Amendment.

- b. **Generative AI Suite Subscription Fees.** Fees for the Generative AI Suite are based on Your Licensed Volumes. [REDACTED]

[REDACTED]

- c. **Guesthouse Subscription Fees.** [REDACTED]
  - d. **MyChart, Bedside, Welcome, and Care Companion Subscription Fees.** MyChart is licensed as a Subscription Item [REDACTED]
  - e. **Quality Measures: Certified HEDIS.** [REDACTED]
7. **Credit for Certain Post-Live Activities Fees.** To encourage You to conduct certain post-live activities to help optimize Your implementation of Willow Ambulatory, Epic waives [REDACTED] of the fees for the services listed on Exhibit 3-1. To receive such discount, You must prepay Epic [REDACTED] of the fees when you sign this Amendment.
8. **Estimated Implementation, Training, and Travel Fees.** The Agreement is amended by increasing the estimated costs in Exhibit 1 for Epic implementation and training services to accommodate changes to your implementation scope. The estimated costs listed below assume the Gallery pricing document dated October 25, 2024, Secure Chat + Alert pricing document dated August 26, 2024, and Specialty Pharmacy & Willow Ambulatory pricing document dated January 24, 2025. Fees listed in this Section 8 will be due and payable based on actual work performed, as provided in the Agreement.

Area*	Description of Cost	Amount
Implementation Costs	[REDACTED]	[REDACTED]
Travel Expenses		
Training Expenses		
Estimated Implementation Total		\$544,500
	[REDACTED]	
Estimated Annual Total		\$9,000

\*All amounts in the above table are estimates.

9. **Survival.** Terms in this Amendment that cover similar subject matter to terms that survive termination of the Agreement will also survive termination of the Agreement.
10. **Miscellaneous.** In connection with this Amendment, You may require additional software, hardware, and services, such as from Your hosting or infrastructure provider. Except as otherwise provided in this Amendment, all terms previously in the Agreement will remain in effect, and fees payable under this Amendment are in addition to other fees payable under the Agreement. Each party

agrees that terms of and any fees under the Agreement, including as amended by this Amendment, for the Program Property are the product of an arm’s length transaction between the parties and are intended to satisfy the requirements of the Manner Exception (45 CFR 171.301) for providing access, exchange, or use of electronic health information in the “manner requested.” If this Amendment and the Agreement are inconsistent, this Amendment will supersede the Agreement, but only to the extent necessary to satisfy the purposes of this Amendment. Upon Epic’s signature, this Amendment will be effective as of the date of Your signature below, except that the licensing and pricing changes set forth for MyChart, Bedside, Welcome, and Care Companion will be effective as of the MyChart Consolidation Effective Date.

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.

**SAN BERNARDINO COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EPIC SYSTEMS CORPORATION**

Signed by:  
By:  \_\_\_\_\_  
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Name: Elias C. Selinger

Title: Co-General Counsel

Date: April 28, 2025 \_\_\_\_\_

Initial  


This Amendment will expire if You have not returned an executed copy to Epic within sixty (60) days of April 28, 2025.  
ONC Certification details are available here: [www.epic.com/mu](http://www.epic.com/mu).

**Exhibit 3-1**  
**Willow Ambulatory Post-Live Activities**

Attached separately.

**Arrowhead Regional Medical Center**  
**Estimated Charges for Post-Live Activities\***

March 3, 2025

