

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



Contract Number  
19-557 A-7

SAP Number  
4400012412

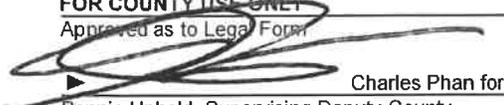
## Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Epic Systems Corporation
Contractor Representative	Rob Geron
Telephone Number	(608) 271-9000
Contract Term	August 6, 2019, until terminated with 90 days' notice to the other party
Original Contract Amount	\$44,284,797
Amendment Amount	\$12,632
Total Contract Amount	\$44,284,797
Cost Center	8483
Grant Number (if applicable)	N/A

**Briefly describe the general nature of the contract** Amendment No. 7 to Agreement No. 19-557 with Epic Systems Corporation, for the addition of Epic Wisdom Orthodontics software module, licensing, implementation services, go-live support, and travel expenses related to the Electronic Health Record system, increasing the amount by \$12,632 from \$44,272,165 to \$44,284,797 with no change to the term of August 6, 2019, until terminated with 90 day notice to the other party.

FOR COUNTY USE ONLY

Approved as to Legal Form

  
Charles Phan for  
Bonnie Uphold, Supervising Deputy County  
Counsel

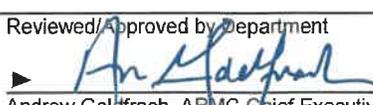
Date 11/7/2025

Reviewed for Contract Compliance

▶

Date \_\_\_\_\_

Reviewed/Approved by Department

  
Andrew Goldfrach, ARMC Chief Executive Officer

Date 11/7/2025

**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 on behalf of Arrowhead Regional Medical Center (“You”).

**BACKGROUND**

Epic and You entered into a Standard License and Support Agreement dated August 6, 2019, which has since been amended (as amended, the “Agreement”).

Epic and You would like to amend the Agreement to add Wisdom Orthodontics as an Item of Program Property licensed under the Agreement as set forth below.

**AMENDMENT**

In consideration of the mutual covenants set forth below and in the Agreement, Epic and You agree as follows:

All capitalized terms used in this Amendment and not defined in this Amendment but defined in the Agreement will have the meanings assigned to such terms in the Agreement.

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

<b>Program Property</b>	<b>License Fee (US\$)</b>	<b>Initial Monthly Maint. Fee (US\$)</b>	<b>Licensed Volume</b>
Wisdom Orthodontics	\$10,400	\$186	Enterprise Item The Licensed Volume for Wisdom Orthodontics is the Licensed Volume specified for the Program Property on Exhibit 1 of the Agreement (as amended). Using the Program Property in new areas of Your organization may result in additional visits counting towards other Licensed Volume, and costs for Licensed Volume increases under the Agreement are not included in this Amendment.

**Limitations:** Wisdom Orthodontics is licensed solely for use in accordance with the Documentation Manuals and in one Production Directory with the other Items of Program Property licensed by You under the Agreement as of September 17, 2025, at their Licensed Volumes as of such date. If any Licensed Volume increases or additional Epic software is licensed, additional fees may apply.

- 2. License and Maintenance Fees.** You agree to pay Epic the following percentages of the license fee for Wisdom Orthodontics set forth in Section 1 of this Amendment upon the following milestones: (i) 50% when You sign this Amendment and (ii) 50% twelve (12) months after signature of this Amendment.

The initial monthly maintenance fee for Wisdom Orthodontics is as provided in Section 1 of this Amendment. Maintenance fees will be due and payable, and may be adjusted, as provided in the Agreement.

- 3. Credit for Certain Post-Live Activities Fees.** To encourage You to conduct certain post-live activities to help optimize Your implementation, Epic waives 50% of the fees for the services listed on Attachment A. To receive such discount, You must prepay Epic for the other 50% of the fees when you sign this Amendment.

- 4. Miscellaneous.** In connection with this Amendment, You may require additional software, hardware, and services, such as from Your hosting or infrastructure provider. 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." Except as provided in this Amendment, all terms and conditions in the Agreement will remain in effect, but if there is any inconsistency then the terms of this Amendment will supersede the Agreement to the extent necessary to satisfy the purposes of this Amendment. Upon Epic's signature, this Amendment is effective as of the date of Your signature below.

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: *Dawn Rowe*

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: NOV 18 2025

**EPIC SYSTEMS CORPORATION**

By: *Eli Selinger*  
Signed by: 89E85A59D410467...

Name: Eli Selinger

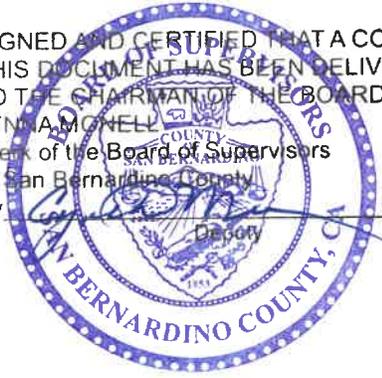
Title: Chief Transactions Counsel

Date: October 13, 2025

The terms offered by this Amendment will expire if You have not returned an executed copy to Epic within 60 days of October 17, 2025. ONC Certification details are available here: [www.epic.com/mu](http://www.epic.com/mu).

meta  
*Am*

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 San Bernardino County  
By: \_\_\_\_\_  
Deputy



**Attachment A**

See attached.

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

September 16, 2025

Total Estimated Epic Fees for Post-Live Activities Hourly Charges:	\$6,000
50% "Prepayment Option" of Total Estimated Epic Fees for Post-Live Activities:	\$3,000
<b>Discounted Total Estimated Epic Fees for Post-Live Activities (Hourly Charges):</b>	<b>\$3,000</b>

\*You will receive the below noted person days of Post-Live Activities for each specified item at 50% off Epic's then-standard hourly rates only if the activities are completed within 18 months following First Live Use of the applicable item. Should an activity be completed during this period in less time than estimated, Epic will apply the amount you paid for the unused time as a credit toward Epic's then-standard fees and expenses for any upgrade services provided by Epic to optimize your use of the Program Property by helping you identify, communicate and implement new features made available in subsequent updates to the Program Property. Credits will not be issued for an activity that is not fully performed at your request, unless Epic and you mutually agree that such services are not needed. If Epic performs services after First Live Use of an item (other than the above noted person days of Post-Live Activities within 18 months following First Live Use of the applicable item), you will be billed at Epic's then-standard hourly rates for such services.

Item	Post-Live Support Visit Days
Wisdom General Dentistry	4