

**AMERICAN MEDICAL ASSOCIATION
PRODUCT AMENDMENT TO INTERNAL USE LICENSE AGREEMENT**

AMA 20756

This Product Amendment to Internal Use License Agreement (“Amendment”), dated as of December 7, 2022 (“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 Use 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. *Schedule A-2: Contact Information (Supplement)*, attached hereto, is hereby added to the Agreement, and includes Licensee’s current contact information as of the Amendment Effective Date.
5. 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 may be sent by email, solely for non-legal requests, or by overnight delivery service to the individual(s) specified in Schedule A-1 or the Primary Contact specified in Schedule A-2, or to such recipients designated by Licensee and provided in writing to AMA. All non-legal requests or other Licensee inquiries will be sent to <https://compliance.ama-assn.org/hc/en-us> (i.e., AMA’s Zendesk link), noting in the comments: To the attention of AMA Compliance. All legal notices 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.

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.

ELECTRONIC SIGNATURES

This Contract 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 Contract (whether by facsimile, PDF or other mail 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 Contract upon request.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED:

American Medical Association

**San Bernardino County, on behalf Arrowhead Regional
Medical Center**

DocuSigned by:

By:  _____

By: _____

Print Name: AMA Signer: Denise Foy

Print Name: _____

Title: Vice President, HSG Business Operations

Title: _____

Date: 11/10/2022

Date: _____

Approved as to
Legal Form for the AMA

By: BAK

Approved by Office of
Finance

By: CP

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: CONTACT INFORMATION

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 installed 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 installed 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 installed 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 installed 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 installed 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®) 2023 – Standard</i>	September 2022	Calculated as \$82.50 plus \$17.50 for each User
<i>CPT Link 2023</i>	September 2022	Calculated as \$13,000 plus \$17.50 for each User
<i>CPT® to SNOMED CT® Rules-Based Cross Maps 2023</i>	February 2023	Calculated as \$1,050 plus \$5.35 for each User, in addition to \$17.50 CPT Standard royalty for each User
<i>AMA's Version of Healthcare Common Procedure Coding System, Level II 2023</i>	December 2022	Calculated as \$412 for the first 25 Users plus \$18.50 for each additional User
<i>AMA's Version of International Classification of Diseases, 10th Revision, Clinical Modification and Procedure Coding System 2023</i>	September 2022	Calculated as \$412 for the first 25 Users plus \$21.00 for each additional User
<i>Current Procedural Terminology (CPT®) Relative Value Units 2023</i>	February 2023	Calculated as \$278 for the first 10 Users plus \$17.50 for each additional User

Table 3 Intentionally not used.**Table 4 Intentionally not used.****Table 5 Intentionally not used.****Table 6 Intentionally not used.**

SCHEDULE A-1: LICENSE SPECIFICATIONS (SUPPLEMENT)**1. Licensee:**

Licensee:	<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>
Notices to Licensee:	<i>William Gilbert, 400 North Pepper Avenue, Colton, CA 92324, gilbertw@armc.sbcounty.gov</i>
Licensee shall also complete Schedule A-2 with its additional contact information.	

2. Licensed Content:

<i>Current Procedural Terminology (CPT®) 2023 – Standard</i>
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3. Royalties.

3.1 Internal Use Royalty. As consideration for the rights granted herein, Licensee shall pay royalties in the total amount of \$34,942.50 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	EPIC.	Current Procedural Terminology (CPT®) 2023 – Standard	CEMR, IAEMR, PBS	SB	332	6	1,992	\$17.50	\$34,860.00
Internal Use Licensing Fee		Current Procedural Terminology (CPT®) 2023 – 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.

Table 4.4 Intentionally not used.

Table 4.5 Intentionally not used.

Table 4.6 Intentionally not used.

SCHEDULE A-2: CONTACT INFORMATION**Primary Contact:**

Legal Name: William Gilbert		Phone: ex: +1 (909) 580-0005	Email: gilbertw@armc.sbcounty.gov	
Title:	Dept:		Company Name: 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	
Mailing Address: 400 North Pepper Avenue		City: Colton	State: CA	Zip: 92324
Country: (International Use Only)				