



ELSEVIER MASTER AGREEMENT

The parties acknowledge and agree that the Elsevier Master Agreement dated July 26, 2016, between Elsevier Inc., and Arrowhead Regional Medical Center is terminated and superseded by this new Elsevier Master Agreement effective December 3, 2024.

This new Elsevier Master Agreement is entered into as of December 3, 2024 (“Effective Date”) by and between **San Bernardino County** on behalf of Arrowhead Regional Medical Center, 400 N Pepper Avenue, Colton, CA 92324, USA (“Client”), and **Elsevier Inc.**, Four Penn Center, 1600 John F Kennedy Blvd, Philadelphia, PA 19103, USA (“Elsevier”).

The general terms and conditions are set forth herein, with specific Products (as defined herein) licensed under this Elsevier Master Agreement which may be added via schedules from time to time by execution of subsequent schedules (each a “Schedule”) subject to the terms and conditions set forth therein (“Product Specific Terms”). All Schedules signed in conjunction with this Elsevier Master Agreement or subsequently added will be incorporated by reference into this Elsevier Master Agreement. Each such Schedule, together with the terms and conditions of this Elsevier Master Agreement, are referred to collectively herein as the “Agreement”. In the event of any conflict between the terms of this Elsevier Master Agreement and any Product Specific Terms, the Product Specific Terms will govern with respect to the applicable Product(s).

SECTION 1. SCOPE.

1.1 *Authorized Uses of the Products.*

Elsevier hereby grants to Client the non-exclusive, non-transferable, right to access and use the products and services identified in the attached Schedules (“Products”) and provide the Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement and the Product Specific Terms set forth in the applicable Schedule(s).

1.2 *Authorized Users/Sites.*

“Authorized Users” and “Sites” are the users and sites identified in the Product Specific Terms applicable to each Product.

1.3 *Restrictions on Use of Products.*

Except as expressly stated in this Agreement or otherwise permitted in the applicable Product Specific Terms or in writing by Elsevier, Client and its Authorized Users may not:

- a) deliver or otherwise make the Products directly or indirectly available to anyone other than Authorized Users;
- b) abridge, modify, translate, or create any derivative work and / or service (including resulting from the use of artificial intelligence tools), based on the Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- c) use any robots, spiders, crawlers or other automated downloading programs, tools, or devices, to search, scrape, extract, deep link, index and/or disrupt the working of the Products; or,
- d) substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Products;
- e) use the Products in combination with an artificial intelligence tool (including to train an algorithm, test, process, analyze, generate output, and/or develop any form of artificial intelligence tool);
- f) post individual items from the Products on social networking sites; or
- g) remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Products.

Authorized Users who are independent contractors may use the Products only for the purposes of the contracted work for Client.

1.4 *Intellectual Property Ownership.*

Client acknowledges that all right, title and interest in and to the Products and documentation, all copies thereof, and all modifications, changes, conversions, upgrades, additions and enhancements thereto, including all applicable rights to confidential information and methodologies, patents, copyrights, trademarks, trade names, service marks, inventions, know-how, mask work rights, trade secrets and all other intellectual property rights inherent therein and appurtenant

thereto, including all ideas, concepts, know-how, or techniques relating thereto developed during the course of this Agreement by Elsevier, belongs to and remains exclusively with Elsevier or its suppliers, subject only to the limited rights and license expressly granted to Client herein. Client acknowledges further that the unauthorized redistribution of the Products could materially and irreparably harm Elsevier and its suppliers.

Except as otherwise provided in the Product Specific Terms, any modification or enhancement to any Product developed by Client with or without advice or support by Elsevier or by Elsevier for Client, whether or not reimbursed by Client and whether or not developed in conjunction with Client's employees, agents, or contractors, are the exclusive property of Elsevier. During and following the Term of this Agreement, Elsevier may use, copy, store, transmit and reformat all aggregated, de-identified data from Client's use of the Product for its own business purposes.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 Access to Products.

Elsevier will make the Products accessible to Client and its Authorized Users as set forth in the applicable Product Specific Terms, or as may be otherwise set forth herein.

2.2 Withdrawal of Content.

Elsevier reserves the right to withdraw from the Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. In addition, for Products for which content is routinely updated, Elsevier may withdraw certain content for editorial, usage, currency, or other commercially reasonable reasons.

SECTION 3. CLIENT PERFORMANCE OBLIGATIONS.

3.1 Authentication.

Access to each Product will be authenticated as provided for in the applicable Product Specific Terms.

3.2 Protection from Unauthorized Access and Use.

Client will:

- a) take appropriate measures to protect against the misuse or unauthorized access, whether by Client or any third party, through or to (i) the Client's credentials used to access the Products; and (ii) the Products and/or information derived therefrom;
- b) manage identification, use, access and control of all credentials used to access the Products in an appropriately secure manner, including, but not limited to, by:
 - i. limiting access to and use of the Products to Authorized Users;
 - ii. notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - iii. issuing any passwords or credentials used to access the Products only to Authorized Users, not divulge any passwords or credentials to any third party, notify all Authorized Users not to divulge any passwords or credentials to any third party, and promptly request that Elsevier revoke any passwords or credentials to those who are no longer Authorized Users.
- c) without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
- d) implement appropriate policies and procedures to seek to ensure that all use of the Products is for its legitimate business purposes and in compliance with all terms and conditions herein;
- e) implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Client by Elsevier from time to time in writing;
- f) on an appropriate basis, review access to the Products by its passwords or credentials used to access the Products to ensure that such access was in compliance with all terms and conditions herein; and
- g) upon becoming aware of any unauthorized use of the Products, promptly notify Elsevier of such unauthorized use, identify the origination of such unauthorized use, and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Products, Elsevier may immediately suspend the access and/or require that Client immediately suspend the access from where the unauthorized use occurred.

3.3 *Security Requirements.*

Client agrees that Client will have in place documented policies and procedures, which will be reviewed by Client, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. Client will promptly notify Elsevier if it determines that there has been a breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

3.4 *Patient Care.*

Client acknowledges and agrees that Elsevier and its affiliates, subsidiaries, agents, and suppliers ("Elsevier Covered Entities") provide no medical advice in connection with the Products, that the Products are designed for and are intended to be used by trained healthcare professionals exercising knowledge and discretion in application of the Products, and that the duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care. The information contained in the Products may include or incorporate third party information which is not subject to evaluation by Elsevier and the Products are intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of healthcare professionals in patient care. Client assumes all responsibilities, duties, and obligations for any treatment, decision, or advice made or given to third parties as a result of the use or application of the Products.

SECTION 4. FEES AND PAYMENT TERMS.

Client will pay Elsevier in accordance with the fee schedules for each Product as set forth in the Product Specific Terms in the applicable Schedules (the "Fees"). Unless otherwise stated therein, Fees are due within sixty (60) days of invoice. The Fees will be exclusive of any sales, use, value added, withholding or similar tax, and Client will be liable for any such taxes in addition to the Fees. In addition to other remedies provided in this Agreement, Elsevier reserves the right, upon thirty (30) days prior written notice, to suspend access to the Products without incurring liability if (i) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or, (ii) any invoice is outstanding under previous subscription agreements between parties for the Products. The suspension of Client's access for non-payment or on any other grounds provided herein is without prejudice to Client's obligation to pay its outstanding and future invoice amounts in full.

During the term of this Agreement, and for up to one (1) year after all Fees due hereunder for use of the Products cease to be incurred by Client, upon reasonable notice to Client, Elsevier and/or its agents or representatives may audit Client's compliance with this Agreement, including any Schedules attached hereto. During this time, Client will keep and maintain clear, accurate, and complete books and records, including, without limitation, all records relating to Client's compliance with this Agreement and relating to the Fees payable hereunder. In the event that any fees payable hereunder are variable based on usage or other factors, if an audit reveals an underpayment by Client, Client will promptly make any such payments, including interest and charges as provided in this Section 4, and in the event of an underpayment of five percent (5%) or more will reimburse Elsevier for the cost of such audit.

SECTION 5. TERM AND TERMINATION.

5.1 *Agreement Term.*

The term of this Agreement will commence on the Effective Date and continue through December 2, 2029. Upon the expiration or termination of this Agreement, any active Product Specific Terms shall continue to survive and be governed by the terms of this Agreement until such Product Specific Terms expire. Either party may terminate this Agreement upon thirty (30) days written notice. The term of use for each Product will be as set forth in the applicable Schedule, provided that either party may terminate any Schedule as provided for herein.

5.2 *Termination of Discontinued Products.*

If a Product licensed under a Schedule to this Agreement is discontinued, Elsevier may terminate the discontinued Product from the applicable Schedule by providing at least ninety (90) days prior written notice, along with a prorated refund of any prepaid license Fees for the discontinued Product.

5.3 *Effect of Expiration or Termination.*

Except as may be otherwise provided for in the Product Specific Terms for any particular Product, if this Agreement or any Schedule(s) is terminated or expires:

all licensing rights granted herein or therein will immediately cease;

- a) Client will immediately return, delete or destroy, at Elsevier's discretion, all Elsevier property including but not limited to any and all copies of the applicable Products and any other Elsevier intellectual property, files,

data and/or links in its possession, custody or control and remove such materials from any and all of Client's systems, sites and/or software;

- b) Client will certify to Elsevier in writing within five (5) days that it has complied with the foregoing; and
- c) Client will pay Elsevier all amounts due and owing under this Agreement and/or the applicable Schedule as of the date of expiration or termination.

Except as may be otherwise provided for in the Product Specific Terms for any particular Product, as of the date of termination, Client will have no further right or authority to use the applicable Products in any manner and Elsevier will be relieved of any and all obligations to Client under this Agreement and/or the applicable Schedule(s). Elsevier's termination of this Agreement and termination of access to the Products will be without prejudice to any other remedies Elsevier may lawfully have.

SECTION 6. ELSEVIER REPRESENTATIONS, WARRANTIES, AND INDEMNITIES.

6.1 Elsevier Representations and Warranties.

Elsevier represents and warrants that (i) it has used and shall use reasonable efforts to ensure that the Products are accurate, up to date, and compiled and reviewed consistent with accepted industry practices; and (ii) use of the Products in accordance with the terms and conditions herein will not infringe the proprietary or intellectual property rights of any third party. In the event any Product is determined to be subject to the proprietary or intellectual property rights of any third party, Elsevier agrees, at its option, to either (i) procure for Client the right to continue using such Products, (ii) replace or modify such Products to be non-infringing, or (iii) discontinue and terminate this Agreement or the Product Specific Terms applicable to the infringing Products upon written notice to Client and refund to Client a prorated portion of the Fees paid hereunder for the length of time Client was unable to use such Products. If such refund occurs, Elsevier will be released from all liability for all existing and future claims or obligations related to such Products except as specifically set forth herein.

6.2 Indemnities and Insurance.

Elsevier will indemnify, defend and hold harmless the Client from and against any loss, damage, costs, liability, and expenses (including reasonable attorneys' fees) ("Losses") arising from or out of any third-party action or claim that use of the Products, in the form delivered by Elsevier to Client and in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Client will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement. Without in anyway affecting the indemnity herein provided and in addition thereto, Elsevier shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment A, as attached hereto and incorporated herein.

6.3 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PRODUCTS AND ANY OTHER DATA, DOCUMENTATION AND MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY AND ELSEVIER COVERED ENTITIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF THIRD-PARTY INFORMATION CONTAINED IN OR INFORMATION GENERATED THROUGH USE OF THE PRODUCTS. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION MADE BY AN ELSEVIER COVERED ENTITY OR ANY AGENT OR REPRESENTATIVE OF AN ELSEVIER COVERED ENTITY EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

6.4 Limitation of Liability.

Except for claims arising from Elsevier's gross negligence, willful misconduct or violation of law, in no event will either party be liable for lost profits or for any indirect, incidental, special, consequential, or punitive damages including, but not limited to, loss of data, business interruption, loss of profits, personal injury, or property damage arising out of or in connection with this Agreement, even if the party has been advised of the possibility of such liability or damages. Except for the express indemnities stated herein, the liability of Elsevier Covered Entities will not exceed a sum equal to the Fees paid by the Client for the applicable Products hereunder during the twelve (12) month period immediately preceding the date on which the claim arose.

6.5 *Exclusion for Client/Authorized User Acts and Omissions*

Notwithstanding the foregoing, in no event shall Elsevier Covered Entities be liable for any claim or damages arising in whole or part from the following acts or omissions of Client or its Authorized Users: (i) failure to implement any improvement or update provided without additional expense by Elsevier or as part of any maintenance services provided hereunder; (ii) any modification of the Products unless Client has obtained written consent from Elsevier or to the extent permitted in the applicable Product Specific Terms; (iii) any use or combination of the Products with hardware, software, content, data, or other materials not supplied by Elsevier; (iv) any negligent act or omission; or (v) any breach of this Agreement. In the event of any claim or damages arising in whole or part from such aforementioned acts or omissions of Client or its Authorized Users, Client shall bear full responsibility and liability for such claim or damages. These obligations will survive the termination of this Agreement.

6.6 *Campaign Contribution Disclosure*

Elsevier has disclosed to Client using Attachment B - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Elsevier's proposal to the County, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. Elsevier acknowledges that under California Government Code section 84308, Elsevier is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Elsevier will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of Elsevier or by a parent, subsidiary or otherwise related business entity of Elsevier.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement (other than payment obligations) as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. For avoidance of doubt, a party's financial inability to perform its obligations shall, in no event, constitute a Force Majeure.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein. Neither the terms of this Agreement nor the terms of any Schedule entered pursuant to this Agreement shall be modified, replaced or superseded in any way by terms that may be contained in, included with or referenced to in any subsequently issued Client purchase order, invoice or other documentation relating to the Elsevier Products. Any such terms are hereby expressly rejected by the parties and shall have no force or effect.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to Client.

7.5 *Assignment /Change of Control.*

Neither party will assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of the other party, which consent will not unreasonably be withheld, except that Elsevier may, without the prior consent of Client, assign this Agreement to a parent, subsidiary or affiliate or an entity that acquires all or substantially all of the business of Elsevier.

7.6 *Notices.*

All notices pursuant to this Agreement must be in writing to the below address, or to an alternative physical or email address subsequently provided to the other party pursuant to this notice provision.

If to Elsevier:

Notices of non-renewal: CSCancellations@elsevier.com

Other notices: Elsevier Inc. (Clinical Solutions), Attn: Legal Department; 1600 John F. Kennedy Blvd., Philadelphia, PA 19103-2899.

If to Client: Arrowhead Regional Medical Center, 400 N Pepper Avenue, Colton, CA 92324, USA.

7.7 *Confidentiality.*

This Agreement is subject to compliance with the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005) (collectively, "Regulations"). If Elsevier believes that any portion of this Agreement (including any attachments, amendments, SOWs, and SLAs), materials, or work product provided to Client is exempt from public disclosure, Elsevier must clearly mark that portion "Confidential" or "Proprietary". Elsevier also must include a brief description that identifies the recognized exemption from disclosure under the Regulations. Client will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Information marked "Confidential" or "Proprietary" in its entirety will not be honored, and the Client will not deny public disclosure of any information so marked. Elsevier represents that it has a good faith belief that such portions are exempt from disclosure under the Regulations. If the receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the other Party, it will, to the extent legally permissible, promptly notify the other Party and if requested by the other Party, tender to the other Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by law.

7.8 *Choice of Law/Choice of Venue.*

This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles and the parties irrevocably consent to the exclusive jurisdiction of the Superior Court of California, San Bernardino County, San Bernardino District. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

7.9 *Compliance with Sanction Laws.*

Elsevier reserves the right to deny online access to the Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

7.10 *Privacy.*

To the extent that the Client or its Authorized Users provide any personal data to Elsevier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by Elsevier in accordance with the Elsevier privacy policy at <https://www.elsevier.com/legal/privacy-policy> and the Elsevier Data Processing Addendum at <https://www.elsevier.com/legal/data-processing-terms> ("DPA"). The Client will comply with applicable the Data Protection Laws in providing any personal data to Elsevier. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

7.11 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

[Signatures reflected on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the respective date of their signatures.

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER
(Client)**

Name:
Title:
Date:

**ELSEVIER INC.
(Elsevier)**

DocuSigned by:
Tim McGee
E55D01A129024CD...

Name: Tim McGee
Title: VP, Sales Strategy & Operations
Date: 11/5/2024

ATTACHMENT A INSURANCE REQUIREMENTS

Elsevier agrees to provide insurance set forth in accordance with the requirements herein. If Elsevier uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Elsevier agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, Elsevier shall maintain throughout the Agreement term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all employees and volunteers of Elsevier and all risks to such persons under this Agreement. If Elsevier has no employees, it may certify or warrant to the Client that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Client's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – Elsevier shall carry General Liability Insurance covering all operations performed by or on behalf of Elsevier providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Elsevier is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Elsevier owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
 - e. Professional Liability –Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each claim with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information,
 - g. Elsevier may satisfy above requirements with a combination or primary and/or excess policies with total limits not less than those listed above.
 - h. Client may request, no more than once per year, and Elsevier shall furnish Certificates of Insurance to the Client Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder. Elsevier agrees that, such insurance shall not be terminated or expire without thirty (30) days written notice to the Department from Elsevier and Elsevier shall maintain such insurance from the time Elsevier commences performance of services hereunder until the completion of such services.
2. **Additional Insured.** All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
 3. **Waiver of Subrogation Rights.** The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
 4. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
 5. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Client, subject to a thirty (30) day period during which Elsevier may seek to cure the deficiency, has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Client will be promptly reimbursed by Elsevier or Client payments to Elsevier will be reduced to pay for Client purchased insurance.



ATTACHMENT B Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County’s decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County’s decision on the matter; or (d) when the person/company’s agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County’s decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), “shared management and control” can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Elsevier Inc.
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)? Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5. No <input checked="" type="checkbox"/>

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Not applicable

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s): Elsevier Inc is a wholly owned subsidiary of Elsevier Holdings Inc.

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
RELX Group	Parent

6. Name of agent(s) of Contractor: Not applicable

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district: Not applicable

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision: Not applicable

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10. Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____ Name of

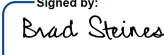
Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signed by:


Doc9403818934FE...

Signature

Brad Steines

Print Name

8/16/2024

Date

Elsevier, Inc.

Print Entity Name, if applicable