

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



Contract Number 24-1170

SAP Number _____

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Elsevier Inc.</u>
Contractor Representative	<u>Angelina Folken</u>
Telephone Number	<u>(801) 574-2806</u>
Contract Term	<u>December 3, 2024 through December 2, 2027</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	_____
Total Contract Amount	<u>\$87,525</u>
Cost Center	_____

Briefly describe the general nature of the contract: Agreement with Elsevier Inc. for the software and licensing of the ClinicalKey Nursing Product in the amount of \$87,525, effective December 3, 2024 through December 2, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel

Date 11/20/2024

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

Andrew Goldfrach
Andrew Goldfrach, ARMC Chief Executive Officer

Date 11/21/2024



PRODUCT SPECIFIC TERMS
Schedule 4
Arrowhead Regional Medical Center
Elsevier Master Agreement dated December 3, 2024
ClinicalKey® for Nursing

The parties hereto agree as follows:

1. **Products.** Elsevier hereby grants to Client a non-exclusive, non-transferable, right to access and use ClinicalKey for Nursing (“ClinicalKey”), and content and functionality as it exists as of the effective date of this Schedule, including ongoing updates to then-existing content, and any ongoing enhancements to then-current functionality as identified in Annex A to this Schedule (“Products”) and provide the Products to its Authorized Users (as defined herein), subject to the terms and conditions of the Master Agreement, which is incorporated in this Schedule by reference.
2. **Authorized Users/Sites.** Authorized Users are the employees and independent contractors of Client and affiliated with Client’s locations listed on Annex A (“Sites”), which is attached to and incorporated in this Schedule by reference, and individuals using computer terminals within the library facilities at the Sites permitted by Client to access the Products for purposes of personal research, education, or other non-corporate use (“Walk-in Users”).
3. **Authorized Uses.** Each Authorized User may:
 - access, search, browse and view the Products;
 - print, download and store a reasonable portion of individual items from the Products, where made available by Elsevier for printing, downloading, for the exclusive use of such Authorized User;
 - incorporate links to the Products on Client’s intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
 - print out single copies of patient education handout sheets from the Products to reactively supply to Client’s patients and customers in response to their requests for medical information about their conditions, diseases, treatments and prescription or over-the-counter drug purchases; and
 - pull figures, images, and tables from ClinicalKey into the ClinicalKey Presentation Maker™ for use in the creation of internal or external presentations and for training purposes, by or for the benefit of Client, provided that the Authorized User obtains permission for such use of ClinicalKey content that is credited to a third-party from such third-party, if necessary; each copy of the presentation will carry appropriate credit to the content owner; and all such uses are non-commercial.
4. **Access to Products.** Elsevier will make the Products accessible to Client and its Authorized Users from the internet address set forth on Annex A, or as may be otherwise set forth herein.
5. **Authentication.** Access to the Products will be authenticated by the use of Internet Protocol address(es) and/or usernames and passwords and / or a delegated authentication mechanism requiring at least two different credentials.
6. **Publicity.** The parties agree that the other party may use its name and associated marks for purposes of client/contractor references, advertising or promotional campaigns. The parties agree that the other party may issue a press release or make a public announcement regarding this Schedule, subject to the other party’s right to review and prior approval of the relevant portions of such release or announcement containing reference to its name or marks, which review and approval will not be unreasonably withheld or delayed.

- 7. **Fees.** Client shall pay to Elsevier the Fees set forth in Annex A, in accordance with the payment terms set forth in the Master Agreement.
- 8. **Term.** This Schedule will be effective as of December 3, 2024 and shall expire on December 2, 2027. Thereafter, this Schedule will automatically renew for successive one (1) year terms, subject to appropriate adjustments to the Fees, unless either party gives the other party written notice of its intent not to renew this Schedule, to be received in accordance with the Notices section of the Master Agreement at least (90) days prior to the end of the then-current term. If a Product in this Schedule is discontinued, Elsevier may remove the discontinued Product from this Schedule, or terminate this Schedule if the discontinued Product is the only Product on the 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.
- 9. **Usage Data Reports.** Elsevier will make usage data reports on Client's usage activity regarding ClinicalKey available, upon Client's request, on a monthly basis to the librarians/administrators employed by Client for internal use only. Such reports may be accessed by vendors or other third parties retained by Client only with the express written permission of Elsevier and for the purpose of usage analysis of Client.
- 10. **Additional features for concurrent subscriptions to other Elsevier Products:**
Additional product features may be available to the Client, subject to the maintenance of a concurrent subscription to the relevant Elsevier Products. In the event the Client terminates its subscription to the other product concurrently provided by Elsevier to the Client, or fails to make full payment of the fees for such subscription on a timely basis, the Client's right to access and use the additional features provided will terminate.

IN WITNESS WHEREOF, the parties have executed this Schedule by their respective, duly authorized representatives as of the respective dates indicated below.

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

Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date: DEC 03 2024

ELSEVIER INC.

(Elsevier) DocuSigned by:

E55D91A123924CD...

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

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MCNELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By
Deputy

Annex A to Schedule 4

Table 1: Products / Access / Fees

Products – publisher	Access	3 DEC 2024 – 2 DEC 2025 Fees	3 DEC 2025 – 2 DEC 2026 Fees	3 DEC 2026 – 2 DEC 2027 Fees
ClinicalKey® for Nursing – Elsevier Inc.	clinicalkey.com/nursing			
ClinicalKey NUR GLB Flex		\$27,358.10	\$29,136.38	\$31,030.24
TOTAL FEES:		\$27,358.10	\$29,136.38	\$31,030.24

Table 2: Sites

Sites:		
Licensed Site – Name	Licensed Site – Address	Maximum Number of Staffed Beds
Arrowhead Regional Medical Center	400 North Pepper Ave. Colton, California 92324	430
Arrowhead Family Health Center - Fontana	16888 Baseline Ave. Fontana, CA 92336	
Arrowhead Family Health Center – McKee	1499 E. Highland Ave. San Bernardino, CA 92404	
Arrowhead Family Health Center – Redlands	800 East Lugonia Ave., Suite F Redlands, CA 92374	
Arrowhead Family Health Center – Westside	850 East Foothill Blvd. Rialto, CA 92376	

Other institutions and organizations that reside or do business at the above locations (including, without limitation, companies that are owned wholly or in part by, or affiliated with, Client) are not Sites, unless expressly stated above. Sites listed are for authentication purposes and cannot be used as routing sites for VPN (Virtual Private Network) or proxy access.

Maximum number of staffed beds: 430

The Fees cover the maximum number of staffed beds listed above. Client shall promptly notify Elsevier of any increase in the number of Sites and/or staffed beds. In the event of an increase in the number of Sites and/or staffed beds (1) the Fees shall be subject to an increase effective as of the date such additional of Sites and/or staffed beds were added, and payable in accordance with the payment terms set forth in the Master Agreement, and (2) Elsevier may terminate this Schedule at the end of the year for which Sites and/or staffed beds were added, unless the parties are able to agree, via a written amendment, on (i) appropriate long-term Fee adjustments for any subsequent years of the term, and (ii) adding, withdrawing or substituting authentication mechanisms or Sites listed. No adjustments to the Fees will be made for any number less than the maximum number of staffed beds as set forth in Table 2 of Annex A.