

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



Contract Number  
24-052

SAP Number

### Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	<u>Andrew Goldfrach</u>
<b>Telephone Number</b>	<u>(909) 580-6150</u>
<b>Contractor</b>	<u>Elsevier Inc.</u>
<b>Contractor Representative</b>	<u>Nikki Taylor</u>
<b>Telephone Number</b>	<u>(405) 513-2190</u>
<b>Contract Term</b>	<u>July 23, 2024 to July 22, 2029, automatically renewing annually thereafter</u>
<b>Original Contract Amount</b>	<u>\$49,733</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>\$49,733</u>
<b>Cost Center</b>	<u>8242</u>
<b>Grant Number (if applicable)</b>	<u>N/A</u>

**Briefly describe the general nature of the contract:** Subscription Agreement with Elsevier Inc., including a non-standard term, for STATdx Program to provide diagnostic radiology training and medical board preparation, in an amount not to exceed \$49,733, from July 23, 2024, to July 22, 2029, automatically renewing for one-year terms thereafter.

**FOR COUNTY USE ONLY**

<p>Approved as to Legal Form</p> <p>▶ <u>Bonnie Uphold</u></p> <p>Bonnie Uphold, Supervising Deputy County Counsel</p> <p>Date <u>7/15/2024</u></p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ <u>Andrew Goldfrach</u></p> <p>Andrew Goldfrach, ARMC Chief Executive Officer</p> <p>Date <u>7/15/2024</u></p>
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## ELSEVIER SUBSCRIPTION AGREEMENT

This Subscription Agreement (“Agreement”) is entered into as of July 23, 2024 (“Effective Date”) by and between **San Bernardino County** on behalf of Arrowhead Regional Medical Center, 400 North Pepper Ave., Colton, CA 92324 (“Client”), and **Elsevier Inc.**, Four Penn Center, 1600 John F Kennedy Blvd, Philadelphia, PA 19103, USA (“Elsevier”).

The parties hereto agree as follows:

1. **Products.** Elsevier hereby grants to Client a non-exclusive, non-transferable right to access and use the electronic content and any related services identified in Annex A to this Agreement (“Products”) and provide the Products to its Authorized Users (as defined herein) as set forth in this Agreement.
2. **Authorized Users.**  
Authorized Users are the full-time and part-time students, faculty, staff and researchers of Client and independent contractors of Client affiliated with Client’s locations listed on Annex A (“Sites”) and permitted by Client to access Products and individuals using computer terminals within the library facilities at the Sites permitted by Client to access 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 Products;
  - download images from Products to Power Point for inclusion into any presentation made by such Authorized User provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier.;
  - print and store individual diagnostic topics from Products to PDF for the exclusive use of such Authorized User;
  - incorporate links to Products on Client’s intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
  - share images and individual diagnostic topics from STATdx, with third party colleagues individually for their collaboration on a patient case or for scholarly or educational research use; and
  - download, store and share Level PoC CME credit reports from STATdx, for the exclusive use of such Authorized User.
4. **Restrictions on Use of Products.** Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, Client and its Authorized Users may not:
  - deliver or otherwise make the Products directly or indirectly available to anyone other than Authorized Users;
  - 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;
  - 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;
  - substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Products;
  - 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);
  - post individual items from the Products on social networking sites; or
  - 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.

5. **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. All rights not expressly granted by Elsevier in this Agreement are expressly reserved by Elsevier.
6. **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. If a Product in this Agreement is discontinued, Elsevier may terminate the discontinued Product by providing at least ninety (90) days prior written notice, along with a prorated refund of any prepaid license Fees for the discontinued Product.
7. **Access.** Access to the Products shall be as specified in Annex A. Client acknowledges and agrees that it shall bear sole responsibility and liability for installation of all system components required to access the Products, and all charges it incurs to access the Products (e.g., its own ISP fees).
8. **Support.** Elsevier shall provide technical support and training to Client's designated technical contact and system set up, maintenance, updates and backups with respect to the Products.
9. **Authentication.** Access to the Products shall be authenticated by the use of Internet Protocol ("IP") address(es) indicated by Client and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials.
10. **Protection from Unauthorized Use.** Client shall:
  - limit access to and use of the Products to Authorized Users;
  - notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
  - issue 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; and
  - upon becoming aware of any unauthorized use of the Products, immediately notify Elsevier in writing of such unauthorized use, identify the origination of such unauthorized use, and take immediate steps to end unauthorized use 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 the Client immediately suspend the access to the source of the unauthorized use.

11. **Fees.** Client shall pay Elsevier the Fees indicated on Annex A for the Products. 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 shall be liable for any such taxes, in addition to the Fees. Elsevier reserves the right, upon thirty (30) days written notice, to suspend access to the Products without incurring liability if Client fails to make any payment required hereunder when due.

12. **Term.** This Agreement will be effective as of July 23, 2024 and shall expire on July 22, 2029. Thereafter, this Agreement will automatically renew for successive one (1) year terms, subject to appropriate adjustments of Fees as provided in Annex A, unless either party gives the other party written notice of its intent not to renew the Agreement at least ninety (90) days prior to the end of the then-current term.
13. **Representations and Warranties.** Elsevier 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.
14. **Indemnification and Insurance.** Elsevier will indemnify, defend and hold harmless the Client and its Authorized Users from and against any loss, damage, costs, liability, and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Products, 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, Contractor 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.
15. **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 DISCLAIMS 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.
16. **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.



17. **Limitation of Liability.** Except to the extent prohibited by applicable law, in no event will Elsevier Covered Entities be liable 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 an Elsevier Covered Entity has been advised of the possibility of such liability or damages. Except for the express indemnities stated herein, and claims arising from Elsevier's gross negligence, willful misconduct, or where prohibited by law, 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.
18. **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 in 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 this Agreement; (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.
19. **Confidentiality.** Client and its employees, officers, directors and agents shall maintain as confidential information and not disclose to any non-affiliated third party without Elsevier's prior written consent or except as required by law the financial terms and commercial conditions of this Agreement.
20. **Publicity.** Elsevier will not make, and will not permit any of its affiliates or their respective directors, officers, employees or agents to make, without the prior written consent of Client, any (a) use of the name or any trade name or registered trademark of Client in any advertising or communications to the public in any format or (b) publicity releases or announcements regarding the Agreement or the products or services provided hereunder, except as may be required by applicable law, rule, regulation, injunction or administrative order.
21. **Force Majeure.** Neither party's delay or failure to perform any provision of this Agreement 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) shall be deemed a breach of this Agreement.
22. **Assignment.** Neither party shall 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. Elsevier may assign this Agreement, in whole as part of a corporate reorganization, consolidation, merger, or sale of all of its assets, provided that Elsevier provides Client with ten (10) days' prior written notice of such assignment, or if legally prohibited from providing prior notice, within 10 days after the effective date of the assignment, and Client has the right to terminate this Agreement, if required by applicable law.
23. **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](mailto:CSCancellations@elsevier.com)  
Other notices: Elsevier Inc. (Clinical Solutions), Attn: Legal Department;  
1600 John F. Kennedy Blvd., Philadelphia, PA 19103-2899.
- If to the Client: Arrowhead Regional Medical Center, 400 North Pepper Ave., Colton, CA 92324
24. **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 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.

- 25. 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. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to 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.
- 26. Campaign Contribution Disclosure (SB 1439).** Elsevier has disclosed to the Client using Attachment C - 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 Client, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. Elsevier acknowledges that under 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 Client 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 the Elsevier or by a parent, subsidiary or otherwise related business entity of Elsevier.
- 27. 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. The terms of this Agreement shall not 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.
- 28. Electronic Signatures.** This Agreement 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 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.

[Signature Page to Follow]

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

**SAN BERNARDINO COUNTY on behalf of  
ARROWHEAD REGIONAL MEDICAL CENTER  
(Client)**

**ELSEVIER INC.  
(Elsevier)**



**Name:** Dawn Rowe  
**Title:** Chair, Board of Supervisors  
**Date:** JUL 23 2024

Tim McGee  
Tim McGee (Jun 28, 2024 13:41 EDT)

**Name:** Tim McGee  
**Title:** VP, Global Sales Operator  
**Date:** 28/06/24

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 the County of San Bernardino

By   
\_\_\_\_\_  
Clerk



**Annex A to Schedule 5  
Products/Access/Fees/Sites**

Products – publisher	Access	23 JUL 2024	23 JUL 2025	23 JUL 2026	23 JUL 2027	23 JUL 2028
		– 22 JUL 2025 Fees “Year 1”	– 22 JUL 2026 Fees “Year 2”	– 22 JUL 2027 Fees “Year 3”	– 22 JUL 2028 Fees “Year 4”	– 22 JUL 2029 Fees “Year 5”
<b>Product/s<sup>®</sup></b>						
<b>Diagnostic Decision Support Products: STATdx – Elsevier Inc.</b>	app.statdx.com	\$7,030.00	\$8,049.00	\$9,559.00	\$11,295.00	\$13,800.00
<b>TOTAL FEES</b>		<b>\$7,030.00</b>	<b>\$8,049.00</b>	<b>\$9,559.00</b>	<b>\$11,295.00</b>	<b>\$13,800.00</b>

Fees are based on the following maximum number of Residents:

- Year 1: Residents – 4
- Year 2: Residents - 6
- Year 3: Residents – 8
- Year 4: Residents – 10
- Year 5: Residents - 12

Client shall promptly notify Elsevier of any material changes in the number of Residents which changes may result in Elsevier terminating this Schedule at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing. Notwithstanding the foregoing, should increases of ten percent (10%) or more occur prior to the end of the then current term, such increases shall be subject to a pro rata increase in the then applicable fees, effective as of the date such increase occurred and payable in accordance with the payment terms set forth in the Master Agreement.

<b>Sites:</b>	<b>Number of Authorized Users:</b>	<b>Authentication:</b>
Arrowhead Regional Medical Center 400 North Pepper Ave. Colton, CA 92324	Year 1 – 4 Year 2 - 6 Year 3 – 8 Year 4 – 10 Year 5 - 12	usernames/ passwords

For the avoidance of doubt, 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.



**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 secure and maintain throughout the contract 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 persons including volunteers providing services on behalf of Elsevier and all risks to such persons under this contract. 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 contract 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 two million (\$2,000,000) per claim and four million (\$4,000,000) aggregate limits; such Professional Liability policy shall include Cyber Liability insurance covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security arising from the acts, errors or omissions of Elsevier. The policy shall protect the involved Client entities and cover breach response cost as well as regulatory fines and penalties.

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.

2. **Additional Insured.** All policies, except for Worker's Compensation, and Professional Liability policies shall contain additional endorsements including the Client 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 Client to vicarious liability but shall allow coverage for the Client 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.** Elsevier shall require the carriers of required coverages to waive all rights of subrogation against the Client, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Elsevier and Elsevier's employees or agents from waiving the right of subrogation prior to a loss or claim. Elsevier hereby waives all rights of subrogation against the Client.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Client.
5. **Severability of Interests.** Elsevier agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Elsevier and the Client or between the Client and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Elsevier shall furnish Certificates of Insurance to the Client Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, Elsevier provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Elsevier shall maintain such insurance from the time Elsevier commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Elsevier shall furnish a certificate of insurance for all applicable policies
7. **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".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Client has the right but not the obligation or duty to cancel the contract 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-subsidary 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  If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No

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:

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):

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

Company Name	Relationship
Elsevier Holdings, Inc.	100% Shareholder/Parent Company

6. Name of agent(s) of Contractor:

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:

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:

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Entity Name, if applicable