

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



Contract Number  
19-773 A-1

SAP Number  
440002932

### Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	<u>William L. Gilbert</u>
<b>Telephone Number</b>	<u>(909) 580-6150</u>
<b>Contractor</b>	<u>Elsevier Inc.</u>
<b>Contractor Representative</b>	<u>Mike Zboray</u>
<b>Telephone Number</b>	<u>314-343-7918</u>
<b>Contract Term</b>	<u>December 1, 2016 through through November 30, 2026</u>
<b>Original Contract Amount</b>	<u>N/A</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>N/A</u>
<b>Cost Center</b>	<u>9186904200</u>

**Briefly describe the general nature of the contract:**  
Amendment 1 to Agreement 19-773 with Elsevier Inc. for software and licensing of the ClinicalKey product to increase the amount by \$509,991 from \$424,622 to \$934,613 and extend the term for a total contract period of December 1, 2016 through November 30, 2026.

**FOR COUNTY USE ONLY**

Approved as to Legal Form <u>Bonnie Uphold</u> Bonnie Uphold, Deputy County Counsel	Reviewed for Contract Compliance _____ Date _____	Reviewed/Approved by Department <u>William L. Gilbert</u> William L. Gilbert, Director Date <u>6/30/21</u>
Date <u>5-19-2021</u>		



**Amendment 1 to the  
Product Specific Terms – Schedule 3  
under the Elsevier Master Agreement**

This First Amendment (“Amendment 1”) to the Product Specific Terms – Schedule (“Schedule 3”) of the Elsevier Master Agreement dated July 26, 2016, and all subsequent amendments thereto (the “Agreement”) is entered into on December 1, 2021 (“Amendment Effective Date”) by and between **County of San Bernardino on behalf of Arrowhead Regional Medical Center**, 400 N. Pepper Avenue, Colton, CA 92324, (“Client”), and **Elsevier Inc.**, 1600 John F Kennedy Blvd, Suite 1800, Philadelphia, PA 19103, USA (“Elsevier”).

**WHEREAS**, the Parties wish to amend Schedule 3 in order to extend the term and revise the fees as described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and in Schedule 3 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Schedule 3 as follows:

1. Section 8. Term. is hereby extended through November 30, 2026.
2. As of the Amendment Effective Date, Annex A to Schedule 3 is hereby amended to include Annex A to Amendment 1, attached hereto.
3. Notwithstanding anything to the contrary set forth in this Amendment 1, in the event of a conflict between the terms of Schedule 3 and the terms of this Amendment 1, this Amendment 1 shall control. Other than as specifically modified by this Amendment 1, all of the other terms and conditions of Schedule 3 shall continue to be in full force and effect. Unless otherwise defined herein, capitalized terms shall have the meanings given such terms in Schedule 3.
4. This Amendment 1 may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Amendment 1 (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment 1 upon request.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment 1 to be executed by their respective duly authorized representatives as of the Amendment Effective Date.

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

Name: **Curt Hagman**  
Title: **Chairman, Board of Supervisors**

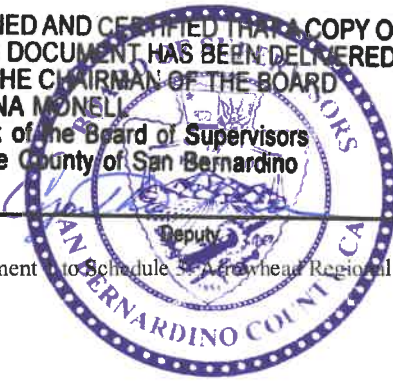
**ELSEVIER INC.  
(Elsevier)**

DocuSigned by:  
*Tim McGee*  
F47EB5EC8C13481...

Name: **Tim McGee**  
Title: **VP, Sales Strategy & Operations**

**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   
Deputy



**Annex A to Amendment 1 to Schedule 3**  
**Products / Access / Fees / Sites**

<b>Products – publisher</b>	<b>Access</b>	<b>01 DEC 2021 – 30 NOV 2022 Fees</b>	<b>01 DEC 2022 – 30 NOV 2023 Fees</b>	<b>01 DEC 2023 – 30 NOV 2024 Fees</b>	<b>01 DEC 2024 – 30 NOV 2025 Fees</b>	<b>01 DEC 2025 – 30 NOV 2026 Fees</b>
<b>ClinicalKey® – Elsevier Inc.</b>	clinicalkey.com					
ClinicalKey Flex		\$96,058.00	\$98,940.00	\$101,909.00	\$104,967.00	\$108,117.00
<b>TOTAL FEES:</b>		<b>\$96,058.00</b>	<b>\$98,940.00</b>	<b>\$101,909.00</b>	<b>\$104,967.00</b>	<b>\$108,117.00</b>

<b>Sites:</b>			
<b>Licensed Site – Name</b>	<b>Licensed Site – Address</b>	<b>Authentication</b>	<b>Maximum Number of Staffed Hospital Beds</b>
Arrowhead Regional Medical Center	400 North Pepper Avenue, Colton, CA 92324	IP Addresses:  170.164.0.0 to 170.164.255.255	456
Arrowhead Family Health Center – Fontana	Fontana, 16854 Ivy Avenue, Fontana, CA 92335		
Arrowhead Family Health Center – McKee	McKee, 1499 E. Highland Avenue, San Bernardino, CA 92404		
Arrowhead Family Health Center – Redlands	Redlands, 800 East Lugonia Avenue, Suite F, Redlands, CA 92374		
Arrowhead Family Health Center – Westside	Westside, 850 East Foothill Boulevard, Rialto, CA 92376		

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. Sites listed are for authentication purposes and cannot be used as routing sites for VPN (Virtual Private Network) or proxy access.

Maximum number of hospital beds: four hundred fifty-six (456)

The Fees cover the maximum number of hospital beds listed above. For the avoidance of doubt, no adjustments to the Fees will be made for any number less than the maximum. The Client will promptly notify Elsevier of any increase in the number of hospital beds. Increases in the numbers above 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, via a written amendment, on (i) appropriate Fee adjustments for any subsequent years of the term, and (ii) adding, withdrawing or substituting authentication mechanisms or Sites listed.

**ScienceDirect® Subscription Commitment**

A discount to account for title redundancy on the ScienceDirect online service concurrently provided by Elsevier to Client has been applied to the Fees for Client's subscription to ClinicalKey. In the event that Client terminates or does not renew its subscription to any of the concurrent titles on the ScienceDirect online service, Client will pay to Elsevier the value of the terminated titles in the then current annual subscription list price within thirty (30) days of such termination or expiration, and each year of the term thereafter.