

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

837



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:  
07/01/2014

SUBJECT: Approval of a Subscription Agreement for Mosby Suites Patient Education System from Elsevier Inc. [\$233,568] Hospital Enterprise Fund District 5.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute a Subscription Agreement for the Mosby Suites Patient Education System (software and licensing) from Elsevier Clinical Solutions, Inc., for an initial amount of \$77,856 without securing competitive bids in accordance with Ordinance 459.4, and,
2. Authorize the Purchasing Agent to renew the Subscription Agreement annually in one year increments for two additional years provided adjustments to the fee do not exceed the Consumer Price Index and do not change the substantive terms of the agreement.

BACKGROUND:

Summary

Per Joint Commission and Centers for Medicare and Medicaid Services (CMS) guidelines, RCRMC must provide patient teaching and staff education. The purchase of the Mosby Suite Patient Education System is the recommendation of Medical Center consultants Huron Associates and the Greeley Company. The

*Lowell Johnson*  
Lowell Johnson, Interim CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 54,508	\$ 77,856	\$ 233,568	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: RCRMC ENTERPRISE FUND

Budget Adjustment: No

For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: July 1, 2014  
xc: RCRMC, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.:

District:5

Agenda Number:

3-40

FORM APPROVED COUNTY COUNSEL  
BY: *NEAL R. KIPNIS* DATE: *6/11/14*

Departmental Concurrence

Purchasing: *Mark Seiler*  
Mark Seiler, Assistant Director

☐ A-30 ☐ Positions Added ☐ Change Order  
☐ 4/5 Vote

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approval of a Subscription Agreement for Mosby Suites Patient Education System  
from Elsevier Inc. [\$233,568] Hospital Enterprise Fund District 5.**

**DATE: 07/01/2014**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

Mosby System will replace multiple existing programs identified by the consultants as no longer meeting the needs of the Medical Center. Mosby's Suite provides the most comprehensive resources available in the market place to enhance patient care by using up to date evidence base resources for nursing and allied health professional staff.

In addition to the patient care and staff education, Mosby's Suite offers the following additional resources.

- Searches over 3,000 journal titles and provides access to over 12,000 patient handouts from Exit Care
- Provides practice guidelines from 450 authoring organizations, these guidelines are updated on a regular basis. This resource will give access to the information without waiting for a book or a journal to be published.
- Joint Commission Core Measures and case studies. This resource will facilitate the readiness of clinical staff for regulating body certifications.
- Medication Safety Section. 50+ full text nursing books. Care Plans. CMS Never Events
- Offers over 100 CEUs available to every nurse every year. This would be a great benefit to staff in keeping up to date for licensure.
- Drug database from Gold Standard and Medication safety section, this tool would provide excellent patient teaching resources.
- Core Measures with case studies. Quality and Safety Section
- 1,300 skills and procedures that include the ability to assign, test, track and customize.
- Includes Advanced Practice and Respiratory Care Skills. Patient Education from ExitCare. 1,500 images, these images could be used across all disciplines for educational presentations at RCRMC
- Endorsed by the American association of Critical Care Nurses, Association of peri-Operative Registered Nurses, Association of Women's Health, Obstetric and Neonatal Nurses, and American Society for Parenteral and Enteral Nutrition.

**Impact on Residents and Businesses**

This service impacts the patients who receive care from RCRMC and may result in decreased Length-of-Stay, higher patient satisfaction, and cost savings to the tax payers of Riverside County.

**Contract History and Price Reasonableness**

There is no other product available on the current market which matches the comprehensiveness of Mosby's Suite. Mosby's Suite will replace current software: Krames exit writer (ED discharge instructions), Krames Staywell (discharge instruction for inpatient/outpatient services), EBSCO (Journal library and resources) and miscellaneous text resources. Nursing Administration and Purchasing have vigorously negotiated the pricing and the agreement includes a favored customer clause which indicates that the company has offered no better terms and benefits to any previous buyer.

Date: June 5, 2014

From: Lowell Johnson, Hospital Director Department/Agency: RCRMC

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for (Mosby's Suite) Nursing and allied professional evidence based procedure/resources.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

**1. Supply/Service being requested:**

An electronic evidence based, up to date resource for procedures and patient and staff education .

**2. Supplier being requested:**

Mosby's Suite. (Elsevier /MC Strategies parent company)

**3. Alternative suppliers that can or might be able to provide supply/service:**

Krames and EBSCO, other provider's information is not as comprehensive as Mosby's Suite.

**4. Extent of market search conducted:**

EBSCO/CINAHL, Krames, Ovid have all been reviewed or previously utilized.

**5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

This provider gives the most comprehensive resources for nursing and some additional allied health resources. It will replace the current subscriptions with EBSCO, Krames, and other printed resources used for patient and nursing education. It will also be used as a patient procedures resource.

**6. Reasons why my department requires these unique features and what benefit will accrue to the county:**

The evidence based practice resources for patient and staff education to provide the best service to the residents of Riverside County needing health care.

**7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:**

The sole source of Mosby's Suite will replace the existing resources of Krames and EBSCO/CINAHL and other printed resources for nursing procedures as well as resources for respiratory care practitioners. Mosby's Suite will replace existing resources, electronic and printed which are equivalent to a minimum of \$54,508.14 annually.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).

The three year contract has an escalating cost approximately \$2,500.00 annually.

9. Period of Performance:

The contract for the Mosby's Nursing Suite is a three year contract.

*David Gelman*  
Department Head Signature

6/6/14  
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 77,856 ☐ One time ☒ Annual Amount through 6-30-17

*Mark*  
Purchasing Agent

6-17-14  
Date

15-044  
Approval Number  
(Reference on Purchasing Documents)



## ELSEVIER | MC STRATEGIES SUBSCRIPTION AGREEMENT

This subscription agreement ("Agreement") is entered into as of July 1, 2014 by and between **Riverside County Regional Medical Center**, 26520 Cactus Ave, Moreno Valley, CA 92555, USA (the "Subscriber" or "County" interchangeably), and **Elsevier Inc.**, d/b/a Elsevier | MC Strategies, Marquis One Tower, 245 Peachtree Center Avenue NE, Suite 1900, Atlanta GA 30303-1226, USA ("Elsevier" or "Contractor" interchangeably).

The parties hereto agree as follows:

### SECTION 1. SUBSCRIPTION.

#### 1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 ("Subscribed Products") and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

#### 1.2 *Authorized Users/Sites.*

Authorized Users are, as applicable, the full-time and part-time students, faculty, fellows, staff, researchers, administrators, residents, employees and independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 1 (the "Sites") and permitted by the Subscriber to access the Subscribed Products.

#### 1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store for the exclusive use of such Authorized User individual items from the Subscribed Products; and
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet sites, and, as applicable, in electronic course-packs, reserves and course management systems and instructor sites, provided that the appearance of such links and/or statements accompanying such links shall be changed as reasonably requested by Elsevier.

If and to the extent the Subscribed Products include e-learning courses, training administrators designated by the Subscriber (the "Administrators") may access and use the e-learning courses of the Subscribed Products identified on Schedule 1 for the sole purpose of administering and delivering training.

If and to the extent the Subscribed Products include Mosby's Nursing Skills modules, Authorized Users may customize the text corresponding with the Mosby's Nursing Skills modules for the sole purpose of complying with the Subscriber's institution-specific protocols and procedures.

If and to the extent the Subscribed Products include Mosby's Nursing Consult, Authorized Users may print out copies of patient education handouts from the Subscribed Products for the exclusive use of reactively supplying to the Subscriber's patients and/or customers appropriate medical information regarding the patients and/or customers' prescription or over-the-counter drug purchases. The patient education handouts may be customized by Authorized Users to provide additional information.

#### 1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly permitted herein or in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;

- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

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

#### 1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution of the Subscribed Products could materially harm Elsevier and its suppliers.

### SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

#### 2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise determined by Elsevier.

#### 2.2 *Quality of Service.*

Elsevier shall use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards. Elsevier shall use commercially reasonable efforts to keep data supplied during course of use of the Subscribed Products and materials customized by Authorized Users protected against unauthorized access, loss, misuse, alteration or disclosure through the use of appropriate security measures.

#### 2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed 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.

#### 2.4 *System Support.*

Elsevier shall provide, where applicable, technical support and training to the Subscriber's designated technical contact, implementation assistance to the Administrators, and system set up, maintenance, updates and backups for the Subscribed Products. Elsevier shall use commercially reasonable efforts to make the Subscribed Products generally accessible and functional twenty-four (24) hours per day, seven (7) days per week, subject to service interruptions for scheduled maintenance that shall be conducted at off-peak hours or for emergency maintenance and causes beyond Elsevier control.

### SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

#### 3.1 *Authentication.*

Access to the Subscribed Products shall be authenticated by the use of Internet Protocol ("IP") address(es) indicated by the Subscriber on Schedule 1 and/or usernames and passwords and/or a delegated authentication mechanism, identified on Schedule 1, requiring at least two different credentials. The Subscriber shall remain responsible for all information technology systems required to access the Subscribed Products, including making these available to its Authorized Users in accordance with the terms hereof.

#### 3.2 *Authorized User Registration.*

If and to the extent the Subscribed Products include Mosby's Nursing Skills modules and/or Mosby's Nursing Consult, Subscriber acknowledges and agrees that any customization of the materials by Authorized Users requires individual registration by such Authorized Users on the applicable website(s) ("Website"). In the event of any ambiguity or inconsistency between terms in the Website's "click thru" Registered User Agreement and in this Agreement, the terms in this Agreement shall control.

#### 3.3 *Learning Management System.*

If and to the extent the Subscribed Products includes the Elsevier | MC Strategies online portal ("Portal") and/or learning management system ("LMS") identified on Schedule 1, the Subscriber and its Administrators' access to the Portal and/or LMS to manage, track, report and review the use of, progress in and scores from the e-learning courses assigned to and taken by the Authorized Users requires individual registration by such Administrators on the Portal. In the event of any ambiguity or inconsistency between terms in the Portal's "click thru" Registered User Agreement and in this Agreement, the terms in this Agreement shall control.

### 3.4 *Protection from Unauthorized Access and Use.*

The Subscriber shall use reasonable efforts to:

- ensure that access to and use of the Subscribed Products is limited to Authorized Users, including providing prompt notice to Elsevier of any users no longer authorized to have access to Subscribed Products;
- ensure that access to and use of the Subscribed Products is pursuant to any applicable registered user agreement specified by Elsevier;
- ensure the security and integrity of the use of Subscribed Products and that all Authorized Users are notified of and comply with the usage restrictions set forth in this Agreement;
- ensure that any passwords or credentials used to access the Subscribed Products is issued only to Authorized Users, and that neither the Subscriber nor its Authorized Users divulge any passwords or credentials to any third party; and
- promptly, upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to ensure that such activity ceases and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber shall not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

### 3.5 *Support; Functionality.*

Subscriber acknowledges and agrees that it shall bear sole responsibility and liability for installation of all system components required to access the Subscribed Products, and all charges it incurs to access the Subscribed Products (e.g., its own ISP fees). Subscriber shall nominate one (1) member of its staff, at each site, to act as System Administrator for technical support and service configuration, as specified on Schedule 2. Subscriber shall also nominate one (1) member of its staff, at each site, to act as administrative contact for non-technical support, as specified on Schedule 2.

## **SECTION 4. FEES AND PAYMENT TERMS.**

The Subscriber shall pay to Elsevier the Fee(s), as set forth in Schedule 1, within thirty (30) days after the invoice date by check or wire transfer, using the account information which shall be provided by Elsevier to Subscriber. Subscriber must notify Elsevier in writing of any dispute prior to the related invoice due date or the charges shall be final and binding. Elsevier reserves the right to suspend access to the Subscribed Products if payment is not received within thirty (30) days after the invoice date upon thirty (30) written notice of the need to cure. The Fee(s) shall be exclusive of any sales, use, value added, withholding or similar tax and Subscriber shall be liable for any such taxes in addition to the Fee(s). If Subscriber is a tax-exempt organization, Subscriber shall provide a copy of any applicable government-issued exemption certificate(s) to Elsevier upon execution of this Agreement.

All of the benefits and terms granted by Elsevier herein are at least as favorable as the benefits and terms granted by Elsevier to any previous comparable subscriber of the Subscribed Products described in this Agreement.

## **SECTION 5. TERM.**

### 5.1 *Term.*

The term of this Agreement shall commence on July 1, 2014 and continue until June 30, 2015 upon execution of this agreement by both parties and continue in effect for one (1) year with the option to renew for two additional years, in one year increments by written amendment of the parties, unless terminated earlier.

### 5.2 *Renewal/Termination/Non-Appropriations*

No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if Contractor offers lower prices to another governmental entity) will automatically be extended to County. After the first year of the award, a minimum of thirty (30) days advance notice in writing is required to be considered and approved by County. The County requires written proof satisfactory to County of cost increases prior to any approved

price adjustment. No retroactive price increases will be considered. Any price increase must be stated in a written amendment to this Agreement. The net dollar profit will remain firm during the period of the Agreement. Annual price increase shall not exceed the Consumer Price Index; All Consumers, All Items – Greater Los Angeles, Riverside and Orange County areas, and be subject to satisfactory performance review by County.

### *5.3 Termination for Breach.*

Either party may terminate this Agreement immediately for breach of any material term or condition of this Agreement by the other party (the "Breaching Party") if such breach is not corrected to the satisfaction of the non-breaching party within thirty (30) days after written notice thereof is received by the Breaching Party. The notice of breach under this Section shall specify with reasonable particularity the nature and extent of the material breach. .

### *5.4 Early Termination Due To Insufficient Budgetary Allotment From Government.*

Client may terminate this Agreement upon thirty (30) days' notice given by Client to Elsevier if sufficient funds are not provided, allocated or allotted in future government-approved budgets of Client or reasonably available or expected to become available from other sources at the time Client's payment obligation attaches to permit Client, in the exercise of its reasonable administrative discretion, to continue this Agreement. Notwithstanding the foregoing, if access to the Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided..

5.5 The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement .

## **SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.**

### *6.1 Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

### *6.2 Indemnification.*

6.2.1. Indemnification by Elsevier. Elsevier shall indemnify, defend and hold harmless the Subscriber 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 Subscribed 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 Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation shall survive the termination of this Agreement.

6.2.2. Indemnification by Subscriber. Subscriber will indemnify Elsevier against any claim relating to Subscriber's (i) customization or alteration by Subscriber of any portion of the subscribed Elsevier e-learning courses, Mosby's Nursing Skills modules, Mosby's Nursing Consult Handouts or to any materials furnished by Subscriber and incorporated into the subscribed Elsevier e-learning courses by Elsevier at Subscriber's request, or (ii) acts or omissions that are based on any information in the Subscribed Products or obtained through the Subscribed Products or Website(s). This indemnity obligation shall survive the termination of this Agreement.

### *6.3 Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS". ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### *6.4 Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event shall Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or shall the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.



## **SECTION 7. GENERAL.**

### **7.1 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.

### **7.2 Severability.**

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

### **7.3 Entire Agreement.**

This Agreement contains the entire understanding and agreement of the parties and merges 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.

### **7.4 Modification.**

No modification, amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

### **7.5 Assignment.**

The Subscriber shall not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent shall not unreasonably be withheld.

### **7.6 Privacy.**

Elsevier shall not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

### **7.7 Notices.**

All notices given pursuant to this Agreement shall be in writing and delivered to the party to whom such notice is directed at the address specified below or the facsimile number or electronic mail address as such party shall have designated by notice hereunder.

- ❖ If to Elsevier: Elsevier | MC Strategies, Marquis One Tower, 245 Peachtree Center Avenue NE, Suite 1900, Atlanta, GA 30303-1226, USA with a copy to Elsevier Inc., Legal Department, 360 Park Avenue South, New York, NY 10010 USA
- ❖ If to the Subscriber: Riverside County Regional Medical Center, 26520 Cactus Ave, Moreno Valley, CA 92555, USA.

### **7.8 Confidentiality.**

The Subscriber 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. Elsevier and its employees, officers, directors, agents and subcontractors will maintain as confidential and not disclose to any non-affiliated third party without Subscriber's prior written consent or except as required by law all non-public information received from the Subscriber during the term of this Agreement. The Subscriber acknowledges and agrees that it will not supply Elsevier with any confidential, proprietary or regulated institutional/university data, including but not limited to financial information, trade secrets, privileged material or software, or any sensitive personal data, including but not limited to Social Security numbers, credit card numbers, bank account information, student grades, disciplinary information or other education records, salary or employee performance information, donations, patient health information or passwords.

### **7.9 Execution.**

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

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

Riverside County for Riverside County Regional Medical Center  
(Subscriber)

Jeff Stone  
Name: **JEFF STONE**  
Title:

**CHAIRMAN, BOARD OF SUPERVISORS**  
ELSEVIER INC.  
(Elsevier)

Hajo Okmanns Jay Katzen  
Name: **SVP & GM Performance Management & Services**  
Title: **President, Clinical Solutions**  
No:

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE 6/28/11

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By [Signature]  
DEPUTY

**ELSEVIER | MC STRATEGIES SUBSCRIPTION AGREEMENT****Schedule 1****Subscribed Products, Fees, Payment Schedule****A. Subscribed Products**

<b>Subscribed Products</b>	<b># of Users (if applicable)</b>	<b>07/01/14 – 06/30/15 Prices</b>
<b>Mosby's Nursing Consult</b> Site Access, Browseable Journals/TOCs with link to Journals Consult/Science Direct holdings Clinical Updates Continuing Education Perianesthesia Book Collection Emergency Book Collection nursingconsult.com	Unlimited	\$22,580 \$4,516 \$2,258 \$2,258
<b>Mosby's Skills</b> Core Skills Pediatric Skills Perioperative Skills Respiratory Care Skills nursingskills.com	Unlimited	\$27,886 \$6,972 \$4,183 \$4,183
<b>Mosby's Index</b> mosbyindex.com	Unlimited	\$3,020
<b>TOTALS:</b>		<b>\$77,856</b>

Note: The number of lessons within any MC Strategies e-Learning Courses subscribed to may change over time as information is updated to reflect current practice. Unless otherwise indicated, access to the Subscribed Products shall be provided for an annual subscription fee, with unlimited access by Authorized Users. Elsevier will update the Subscribed Products as needed to reflect current practice.

**B. Usage**

Some Subscription Fees are based on the following maximum number of Authorized Users hospital beds: n/a

The Subscriber shall promptly notify Elsevier of any Material Increases (as defined below) in the number of hospital beds, which Material Increases shall be subject to a pro rata increase in the then applicable Subscription Fees, effective as of the date such Material Increase occurred and payable within thirty (30) days of Elsevier's invoice.

A "Material Increase" shall be defined as an increase of three percent (3%) or more, in the number of Authorized Users hospital beds.

**C. Sites**

Sites are as follows:

Riverside County Regional Medical Center  
26520 Cactus Ave, Moreno Valley, CA 92555, USA.

Psychiatry - Riverside County Regional Medical Center  
9990 County Farm Road, Riverside, CA 92503

Banning Family Care Center  
3055, West Ramsey, Banning.

Corona Family Care Center  
505 South Buena Vista Ave, Corona.

Hemet Family Care Center  
880 N. State St, Hemet

Indio Family Care Center  
47-923 Oasis St, Rm 1-C1. Indio

Jurupa Family Care Center  
9415 Mission Blvd, Jurupa

Lake Elsinore Family Care Center  
2499 E. Lakeshore Dr. Ste. B. Lake Elsinore.

Neighborhood Health Center  
7140 Indiana Ave, Riverside

Palm Springs Family Care Center  
1515 North Sunrise Way, Palm Springs

Dr. Robert Bruce Reid Health Clinic  
Perris Family Care Center  
308 E. San Jacinto Ave, Perris.

Don Schroeder Family Care Center  
Rubidoux Family Care Center  
5256 Mission Blvd, Riverside.

Groups of buildings that are located within three miles of each other will be counted as a single Site. Ambulatory Centers affiliated with Riverside will also be included for the purposes of this Agreement .

**D. Authentication Mechanism**  
[describe/list IP address(es)]

**E. Per User Subscriptions**

During the term of this Agreement, and for any time period thereafter that any fees are owed to Elsevier, Elsevier shall have the right to audit Subscriber's actual usage base and its compliance with the terms of this Agreement. In the event an audit reveals an underpayment by Subscriber, Subscriber will promptly make any such payments, including interest and charges as set forth in the Agreement, and in the event of an underpayment of five percent (5%) or more shall reimburse Elsevier for the cost of such audit.

**ELSEVIER | MC STRATEGIES SUBSCRIPTION AGREEMENT**  
**Schedule 2**  
**Sites/Authentication/Contacts**

**Subscriber:** Riverside County Regional Medical Center

**Primary Contact**

Name: Pamela Shellner, RN, BSN, MA  
Title: Assistant Chief Nursing Officer-  
Arlington Campus  
Name/Address (if different from Section 7.7):  
E-mail: [pshellne@rivcormc.org](mailto:pshellne@rivcormc.org)  
Phone: 951-358-4741  
Fax: 951-358-7101

**Billing Contact**

Name: Yoke Ong  
Title: Administrative Service Analyst  
Name/Address (if different from Section 7.7): 26520 Cactus Ave, Moreno Valley, CA 92555  
E-mail: [yong@co.riverside.ca.us](mailto:yong@co.riverside.ca.us)  
Phone: 951 486 4650  
Fax: 951 486 5550

**Technical Contact**

Name:  
Title:  
Name/Address (if different from Section 7.7):  
E-mail:  
Phone:  
Fax:

If MC Strategies Connect,

**LMS Technical Contact**

Name:  
Title:  
Name/Address (if different from Section 7.7):  
E-mail:  
Phone:  
Fax:

The Subscriber shall promptly notify Elsevier of any changes to any of the contact information above.