



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

This first amendment (“Amendment 1”) to the Product Specific Terms – Schedule 1 (“Schedule 1”) of the Elsevier Master Agreement dated June 1, 2023, and all subsequent amendments thereto (the “Agreement”) is entered into on June 1, 2026 (“Amendment Effective Date”) by and between **Tehama County Health Services Agency**, 818 Main St., Red Bluff, CA 96080, USA (“Client”), and **Elsevier Inc.**, 1818 Market Street, Suite 3323, Philadelphia, PA 19103, USA (“Elsevier”), each a “Party” and collectively the “Parties”.

RECITALS

The Parties, under Schedule 1, entered into an initial Term (spanning June 1, 2023 through May 31, 2026) for the Products Suites Performance Management and ClinicalKey with Fees premised upon 10 Authorized Users; and

The Parties wish to amend Schedule 1 to **(i)** extend the Term through May 31, 2029, **(ii)** revise the Products Suites, **(iii)** add Section 7 “Restrictions on Use of Products.” and **(iv)** revise the Fees.

The Parties agree to amend Schedule 1 as follows:

AMENDMENT

1. Section 4 “Term” is extended through May 31, 2029.
2. Annex A and Annex B are deleted in their entirety and replaced with a new Annex A, attached hereto.
3. The following new section is incorporated beneath section 6 “Restricted Information”.

“Restrictions on Use of Products. In addition to the restrictions on use in the Master Agreement, Client and its Authorized Users may not:

- abridge, modify, translate, or create any derivative work and / or service (including resulting from the use of artificial intelligence tools), based on the Subscriptions, 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 Subscriptions;
- use the Subscriptions 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); or
- post individual items from the Subscriptions on social networking sites.”

Notwithstanding anything to the contrary set forth in this Amendment 1, in the event of a conflict between the terms of Schedule 1 and the terms of this Amendment 1, this Amendment 1 shall control. Other than as specifically modified by this Amendment 1, all other terms and conditions of Schedule 1 shall continue to be in full force and effect. Unless otherwise defined herein, capitalized terms shall have the meanings given such terms in Schedule 1.

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.

IN WITNESS WHEREOF, the Parties have executed this Amendment 1 by their respective, duly authorized representatives as of the respective date of their signatures.

**TEHAMA COUNTY HEALTH SERVICES AGENCY
(Client)**

Michelle D. Schmidt

Name: *Michelle D. Schmidt*
Title: *Interim Executive Director*
Date: *6/18/2026*

**ELSEVIER INC.
(Elsevier)**

Signed by:
Brad Steines
57E-26FC098-76-246

Name: Brad Steines
Title: Senior Director, Sales Contracts
Date: 5/18/2026

Annex A to Schedule 1

Table 1: Products / Access / License Fees¹

Licensed Products – publisher	Access	1 JUNE 2026 - 31 MAY 2027 Fees	1 JUNE 2027 - 31 MAY 2028 Fees	1 JUNE 2028 - 31 MAY 2029 Fees
Clinical Pharmacology powered by ClinicalKey® – Elsevier Inc.	clinicalkey.com/ pharmacology	\$3,128.59	\$3,331.94	\$3,548.52
TOTAL FEES:		\$3,128.59	\$3,331.94	\$3,548.52

¹ The annual license Fees will be invoiced upon first delivery of the Products to Client, and such licensing shall commence when access to the Products is made available in accordance with the “Authentication” Section of this Schedule and the term period identified in this Annex A.

Table 2: Site(s)

Licensed Site – Name	Licensed Site – Address	Maximum Number of FTEs
Tehama County Health Services	818 Main St., Red Bluff, CA 96080, USA	10

Client shall promptly notify Elsevier of any increase to the metric(s) and/or in the number of Sites. In the event of an increase to the metric(s) or in the number of Sites (1) the Fees shall be subject to an increase effective as of the date of such metric(s) and/or Sites 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 metric(s) and/or Sites 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 metric(s) set forth in Table 2 of Annex A.

Other institutions and organizations that reside or do business at the Site (including without limitation companies that are owned wholly or in part by, or affiliated with, Client) are not Sites, unless expressly stated in Table 2 of Annex A. Sites listed are for authentication purposes and cannot be used as routing sites for VPN (Virtual Private Network) or proxy access.