

**AMENDMENT NO. 3
TO MASTER LICENSE AGREEMENT A-14190
BETWEEN
COUNTY OF MONTEREY AND
OVID TECHNOLOGIES, INC.**

This **AMENDMENT NO. 3** to the Master License Agreement A-14190 is entered by and between Ovid Technologies, Inc., hereinafter referred to as "CONTRACTOR," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, the COUNTY entered into a Master License Agreement A-14190, hereinafter referred to as "AGREEMENT," with CONTRACTOR in the amount of \$8,330 for the term from January 1, 2019 to December 31, 2019 for the provision of an Internet-based subscription product of Medical Psychiatry Journals to the Monterey County Health Department Behavioral Health Bureau; and

WHEREAS, the COUNTY and CONTRACTOR agreed to renew AGREEMENT retroactive to January 1, 2020, and to extend the term of the AGREEMENT for an additional fifteen (15) and a-half (1/2) months through April 15, 2021 and to add \$8,858 for the provision of an Internet-based subscription product of Medical Psychiatry Journals for the Monterey County Health Department Behavioral Health Bureau, for a revised total AGREEMENT amount not to exceed \$17,188 for the term from January 1, 2019 to April 15, 2021; and

WHEREAS, the COUNTY and CONTRACTOR agreed to renew the AGREEMENT retroactive to April 16, 2021 and to extend the term of the AGREEMENT for an additional fourteen (14) and one-half (1/2) months through June 30, 2022 and to add \$11,308 for the provision of an Internet-based subscription product of Medical Psychiatry Journals for the Monterey County Health Department Behavioral Health Bureau, for a revised total AGREEMENT amount not to exceed \$28,496 for the term from January 1, 2019 to June 30, 2022, and

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend AGREEMENT A-14190 in the following manner:

1. The COUNTY and CONTRACTOR agree to extend the term of the AGREEMENT for an additional three (3) years through June 30, 2025 and to add \$38,161.81 for the provision of an Internet-based subscription product of Medical Psychiatry Journals for the Monterey County Health Department Behavioral Health Bureau, for a revised total AGREEMENT amount not to exceed \$66,657.81 for the term from January 1, 2019 to June 30, 2025.
2. EXHIBIT A-3: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBITS A-1, A-2 and A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-3 as attached to this AMENDMENT and incorporated herein.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT are unchanged and unaffected by

this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT shall be attached to the original AGREEMENT A-14190 executed by the COUNTY on December 7, 2018.
5. This AMENDMENT may be executed in one or more counterparts, including by facsimile or in PDF format, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
6. This Amendment may not be modified or amended except by written agreement of the Parties.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 3 to the AGREEMENT A-14190 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

OVID TECHNOLOGIES, INC.

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

DocuSigned by:
By: Maivra Pantale
65EE9F1502BD412... Deputy County Counsel

Date: 5/19/2022 | 4:01 PM PDT

Approved as to Fiscal Provisions²

DocuSigned by:
By: Gary Giboney
D3834BFEC1D8449 Auditor/Controller

Date: 5/19/2022 | 4:34 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

DocuSigned by:
Contractor's Business Name*

By: Stacey Caywood
81F2D78AADDFA... (Signature of Chair, President, or Vice-President)*

Stacey Caywood CEO Health Division

Name and Title

5/18/2022 | 4:11 PM PDT

Date: _____

DocuSigned by:

By: Roy Mulder
5D776A176876406... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Roy Mulder CFO

Name and Title

5/19/2022 | 1:28 AM PDT

Date: _____

County Board of Supervisors' Agreement Number: A-14190

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A-3: SCOPE OF SERVICES/PAYMENT PROVISIONS

A. SCOPE OF SERVICES

Ovid Technologies, Inc. ("CONTRACTOR") shall provide a licensed web-based subscription of Medical Psychiatry Journals as requested by the Monterey County Health Department Behavioral Health Bureau ("COUNTY").

B. PAYMENT PROVISIONS/PAYMENT SCHEDULE

COUNTY shall pay the subscription price in advance in an amount not to exceed the issued Quote/Order as requested and approved by COUNTY in accordance with the following schedule:

Product	Subscription/Order #
COIP-JN-95 Current Opinion in Psychiatry	1141307
AOGP-JN-93 JAMA Psychiatry	1141306
MEDL-DB-I66 Medline (1946 Data)	1141310
OULO-TC-001 Ovid User License (Online)	1141311

Term of Subscription	Quote/Order #	Amount
January 1, 2019 to December 31, 2019	505123	\$8,330.00
April 7, 2020 to April 15, 2021	559537	\$8,858.00
April 16, 2021 to June 30, 2022	599004	\$11,308.00
June 30, 2022 to June 30, 2023	638625	\$11,987.00
June 30, 2023 to June 30, 2024	638625	\$12,706.22
June 30, 2024 to June 30, 2025	638625	\$13,468.59

C. PAYMENT CONDITIONS

- CONTRACTOR shall submit via email an Invoice, as applicable, using an Invoice Form as agreed by COUNTY and CONTRACTOR, with an electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- The COUNTY reserves the right to cancel any Quote/Order, without cause, with a thirty (30) day written notice from the start date of the applicable subscription year on the Quote/Order. CONTRACTOR shall provide a full refund to COUNTY within thirty (30) days of COUNTY cancellation notice of any payment made to CONTRACTOR for such cancelled Quote/Order.

D. MAXIMUM OBLIGATION OF COUNTY

Subject to the limitations set forth herein, COUNTY shall pay CONTRACTOR in advance for each subscription as specified in the approved quote as incorporated into this Exhibit A-3 for a total amount not to exceed **\$66,657.81**.

Maximum Annual Liability:

FISCAL LIABILITY	AMOUNT
January 1, 2019 – December 31, 2019	\$ 8,330.00
January 1, 2020 – April 15, 2021	\$ 8,858.00
April 16, 2021 – June 30, 2021	\$ 1,617.00
July 1, 2021 – June 30, 2022	\$ 9,691.00
July 1, 2022 – June 30, 2023	\$11,987.00
July 1, 2023 – June 30, 2024	\$12,706.22
July 1, 2024 – June 30, 2025	\$13,468.59
MAXIMUM TOTAL LIABILITY	\$66,657.81

E. CONTRACT MONITOR/ADMINISTRATOR

Janet Barajas
 Behavioral Health Services Manager II
 Quality Improvement Office
 Monterey County Health Department
 1611 Bunker Hill Way, Suite 120
 Salinas, CA 93906
 831-755-4545
barajasjh@co.monterey.ca.us

F. CLINICAL ADVOCATE/LIAISON

Mark Alexakos, MD
 Medical Director, Behavioral Health
 Monterey County Health Department
 1441 Constitution Blvd., Bldg. 400
 Salinas, CA 93906
 831-796-1700
AlexakosM@co.monterey.ca.us

**Wolters Kluwer Ovid Technologies, Inc.**

100 River Ridge Drive, Suite 207
 Norwood, MA 02062-5043 USA
 Tel: 800-343-0064 #1
 eFax: 888-848-3968
 Federal ID # 13-3333107
 ACH Routing: 071000039
 Account: 5801001438

Quote # 638625
Date 22-Apr-2022
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Bill To:

Customer#: 118667
 Monterey County Health Department
 Attention: Accounts Payable
 1270 Natividad Road
 Salinas, CA 93906
 Phone #: 831-755-4510
 Fax #:
 Email: MCHDBHFinance@co.monterey.ca.us

Sold To:

Customer#: 118667
 County of Monterey Health Department
 Behavioral Health Bureau
 Pat Bass
 1270 Natividad Road
 Salinas, CA 93906
 UNITED STATES
 Phone #: 831-755-4538
 Fax #:
 Email: bassp@co.monterey.ca.us

Quote#: 638625

Product	Usage Level	Qty	Item \$	Total \$
COIP-JN-95 Current Opinion in Psychiatry Order#: 1141307 Access Type: Network Authorized Sites: All Authorized Sites Listed Product Type: Subscription Term 1: 30-Jun-2022 - 30-Jun-2023 Term 2: 30-Jun-2023 - 30-Jun-2024 Term 3: 30-Jun-2024 - 30-Jun-2025	1 Sim. User(s)	1	Term 1: 3,938.00 Term 2: 4,174.28 Term 3: 4,424.74	Term 1: 3,938.00 Term 2: 4,174.28 Term 3: 4,424.74
AOGP-JN-93 JAMA Psychiatry Order#: 1141306 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Term 1: 30-Jun-2022 - 30-Jun-2023 Term 2: 30-Jun-2023 - 30-Jun-2024 Term 3: 30-Jun-2024 - 30-Jun-2025	SITE	1	Term 1: 8,049.00 Term 2: 8,531.94 Term 3: 9,043.85	Term 1: 8,049.00 Term 2: 8,531.94 Term 3: 9,043.85

REMITTANCE & PAYMENT METHODS: EFT and ACH are the preferred payment modes for Ovid Technologies, Inc.
 Payment by credit card may be subject to additional processing fees.
 EFT Routing: 026009593 | ACH Routing: 071000039 | Account: 5801001438
 ACH payment portal: <https://portal.ovid.com/payments>

Pay by Check: Ovid Technologies, Inc. 4603 Paysphere Circle, Chicago, IL 60674

*Prices valid for 30 Days from Quote Date

*Plus Applicable Sales Tax: If tax exempt, please attach a copy of your state tax exempt certificate.

THE PAYMENT INSTRUCTIONS SET FORTH ON THIS QUOTE ARE THE ONLY INSTRUCTIONS AUTHORIZED BY OVID TECHNOLOGIES, INC. OR ITS APPLICABLE AFFILIATE FOR USE. IF YOU RECEIVE ANY COMMUNICATIONS TRANSMITTING DIFFERENT PAYMENT INSTRUCTIONS OR REQUESTING OR REQUIRING ALTERNATE PAYMENT ARRANGEMENTS, DO NOT RESPOND TO SUCH COMMUNICATIONS, AND CONTACT OVID SUPPORT IMMEDIATELY AT +1-800-343-0064 or support@ovid.com. YOU CAN ALSO FIND YOUR LOCAL OVID SUPPORT NUMBER AT THE FOLLOWING URL: <http://ovid.com/callsupport>

**Wolters Kluwer Ovid Technologies, Inc.**

100 River Ridge Drive, Suite 207
 Norwood, MA 02062-5043 USA
 Tel: 800-343-0064 #1
 eFax: 888-848-3968
 Federal ID # 13-3333107
 ACH Routing: 071000039
 Account: 5801001438

Quote # 638625
Date 22-Apr-2022
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MEDL-DB-I66 Medline (1946-Date) Order#: 1141310 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Term 1: 30-Jun-2022 - 30-Jun-2023 Term 2: 30-Jun-2023 - 30-Jun-2024 Term 3: 30-Jun-2024 - 30-Jun-2025	SITE	1	Term 1: 0.00 Term 2: 0.00 Term 3: 0.00	Term 1: 0.00 Term 2: 0.00 Term 3: 0.00
OULO-TC-001 Ovid User License (Online) Order#: 1141311 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Term 1: 30-Jun-2022 - 30-Jun-2023 Term 2: 30-Jun-2023 - 30-Jun-2024 Term 3: 30-Jun-2024 - 30-Jun-2025	SITE	1	Term 1: 0.00 Term 2: 0.00 Term 3: 0.00	Term 1: 0.00 Term 2: 0.00 Term 3: 0.00

Term 1 Total:	\$11,987.00
Term 2 Total:	\$12,706.22
Term 3 Total:	\$13,468.59
Total S&H (Term 1):	\$0.00
Total Tax (Term 1):	\$0.00
Grand Total (Term 1):	\$11,987.00

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Authorized Sites:

Key	Institution / Site	Address
1	County of Monterey Health Department (#118667) / Behavioral Health Bureau (#1)	1270 Natividad Road, Salinas, CA, UNITED STATES, 93906

By signing this quote, you represent and warrant that you are authorized to sign this quote and to bind the Customer set forth on this quote to the terms and conditions of this quote, provided that, as of the date of this quote, the Customer is agreeing to pay to Ovid only the Term 1 Total. If the Customer elects to renew its license to the Products for Term 2, the Customer agrees to pay to Ovid the Term 2 Total, and if the Customer elects to renew its license to the Products for Term 3, the Customer agrees to pay to Ovid the Term 3 Total, each pursuant to the invoicing procedures set forth below.

Ovid will deliver to Customer an invoice for the fees set forth on this quote for each applicable subscription term set forth in this quote, plus any applicable tax and shipping and handling fees. Each invoice for a certain subscription year will be delivered by Ovid to Customer after the commencement of the applicable subscription year.

Customer acknowledges and agrees that Ovid's right to provide access to each Product to Customer is contingent upon the grant of rights to the Product to Ovid by the owner of the Product and the Product owner may terminate Ovid's right to provide such Product owner's Product to Customer at any time. Should any Product owner terminate Ovid's right to provide such Product owner's Product to Customer, Ovid will adjust the Customer fees accordingly.

Signature: _____

Date: _____

Printed Name: _____

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