



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

**Agreement No. A-14584, Amendment No. 1**

Authorize the Deputy Purchasing Agent for Natividad Medical Center or his designee to execute amendment No. 1 to the agreement with EBSCO Industries, Inc. (EBSCO) for online database and journal subscriptions, extending the agreement an additional three (3) year period (January 1, 2020 - December 31, 2023) for a revised full agreement term of January 1, 2019 through December 31, 2023, and adding \$348,553 for a revised total agreement amount not to exceed \$448,153.

PASSED AND ADOPTED on this 10<sup>th</sup> day of December 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 10, 2019.

Dated: December 17, 2019  
File ID: A 19-409  
Agenda Item No.: 36

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT  
BETWEEN EBSCO INDUSTRIES, INC. AND  
NATIVIDAD MEDICAL CENTER  
FOR  
ONLINE DATABASE AND JOURNAL SUBSCRIPTIONS**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Licensee"), and EBSCO Industries, Inc. (hereinafter "EBSCO"); (collectively, the County, Licensee and EBSCO are referred to as the "Parties"), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for EBSCO Industries, Inc. with a term January 1, 2019 through December 31, 2019 and a total Agreement amount not to exceed \$99,600; and

**WHEREAS**, Licensee and EBSCO wish to amend the Agreement via Amendment No. 1 to extend the term for an additional three (3) year period through December 31, 2022 for a revised full Agreement term of January 1, 2019 through January 1, 2022 with no additional services added to the scope and to add an additional \$348,553, thereby increasing the total Agreement amount to \$448,153.

**AGREEMENT**

**NOW, THEREFORE**, Natividad and EBSCO agree that the Agreement terms and conditions shall be amended as follows:

1. Section III. Section III, PRICE AND PAYMENT, to the Agreement is hereby amended and restated to read in part as follows:  
*"**PAYMENTS BY LICENSEE**. Licensee shall pay EBSCO in accordance with the payment provisions set forth herein subject to the limitations set forth in this Agreement. The total amount of this Agreement shall not exceed \$99,600.00" is deleted and replaced with "**PAYMENTS BY LICENSEE**. Licensee shall pay EBSCO in accordance with the payment provisions set forth herein subject to the limitations set forth in this Agreement. EBSCO shall provide services and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit A-1. The total amount payable by Licensee to EBSCO under this Agreement shall not exceed the sum of \$448,553."*
2. Section IV. Section IV, "TERM OF AGREEMENT," to the Agreement is hereby amended and restated to read in part as follows:  
*The first sentence "The term of this Amendment is from January 1, 2019 through and including December 31, 2019 unless sooner terminated pursuant to the terms of this Agreement" is deleted and replaced with "The term of this Amendment is from January 1, 2020 through and including December 31, 2022 unless sooner terminated pursuant to the terms of this Agreement."*
3. Section VIII. Section VIII, "ATTACHMENTS TO THIS AGREEMENT," to the Agreement is hereby amended and restated to read in its entirety as follows:  
*"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:  
EXHIBIT A-1—Scope of Services  
EXHIBIT B—Insurance Requirements  
EXHIBIT C—Guarantee of Malware-free Goods"*
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are

unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment No. 1 shall be attached to the Agreement.

6. This Amendment No. 1 shall be effective January 1, 2020.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

**NATIVIDAD MEDICAL CENTER**

By:   
Gary R. Gray, DO, CEO

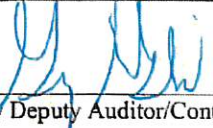
Date: 12/18/19

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: 10/28/19

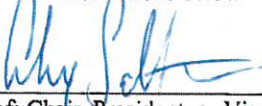
**APPROVED AS TO FISCAL PROVISIONS**

By:   
Monterey County Deputy Auditor/Controller

Date: 10/28/19


**CONTRACTOR**

EBSCO Industries  
CONTRACTOR's Business Name  
\*\*\*See instructions below\*\*\*

By:   
(Signature of: Chair, President, or Vice-President)

Alex Saltzman, Sr. VP, sales  
Name and Title

Date: 10/30/2019

By:   
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

THOMAS WHEELER, SVP-FINANCE  
Name and Title

Date: 10/30/2019

**\*\*\*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 (two signatures required).

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 (two signatures required).

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 (one signature required).

**EXHIBIT A-1**  
**SCOPE OF SERVICES, EBSCO-NMC Amendment No. 1**

**EBSCO** shall provide reference materials for the Natividad Medical Center library in the form of online database and journal subscriptions.

**Journal Subscriptions:**

At least half of all items requested by Natividad Medical center per this Amendment No. 1 are likely to be for online journal subscriptions. There are an extremely high volume of journal titles to list out prices for per each individual journal, and prices vary depending on the journal title ordered. Therefore individual price listings are not included herein.

*It is estimated that approximately \$56,000 will be spent annually on journal subscriptions.*

**Database Subscriptions:**

On the following page of this Exhibit A-1, Product Order Form, database subscriptions are for an estimated total of \$292,553.00.

**TOTAL AGREEMENT SHALL NOT EXCEED \$448,153**



# Product Order Form

<b>CustID:</b>	s8501817
<b>OrderID:</b>	WSR467064
<b>Date:</b>	10/10/2019

10 Estes Street  
P.O. Box 682  
Ipswich, MA 01938  
USA  
www.ebsco.com

(978) 356-6500  
(800) 653-2726  
**Fax:** (978) 356-5640  
information@epnet.com

**Purchasing Customer**

NATIVIDAD MED CENTER  
MEDICAL LIBRARY  
1441 CONSTITUTION BLVD  
SALINAS, CA, 93912-1611  
USA

**Billing Address**

NATIVIDAD MED CENTER  
MEDICAL LIBRARY  
1441 CONSTITUTION BLVD  
SALINAS, CA, 93912-1611  
USA

**Contact:**

Cynthia Johnson  
831-783-2597  
johnsoncf@natividad.com

**Your invoice will be sent to:**

Cynthia Johnson  
johnsoncf@natividad.com

Product Name	Begin Date	Expire Date	Price
<b>EBSCO Health Package</b>			
Stacks - Standard/Core	01/01/2020	12/31/2022	\$18,762.00
Stacks Mobile Add-on	01/01/2020	12/31/2022	\$9,457.00
MEDLINE Complete	01/01/2020	12/31/2022	\$31,879.00
DynaMed	01/01/2020	12/31/2022	\$33,858.00
Rehabilitation Reference Center	01/01/2020	12/31/2022	\$19,387.00
Rehabilitation & Sports Medicine Source	01/01/2020	12/31/2022	\$9,001.00
Full Text Finder	01/01/2020	12/31/2022	Comp
Patient Education Reference Center	01/01/2020	12/31/2022	\$33,056.00
EBSCO Discovery Service	01/01/2020	12/31/2022	\$30,411.00
EBSCO Discovery Service Custom Catalog	01/01/2020	12/31/2022	Comp
CINAHL Complete	01/01/2020	12/31/2022	\$54,797.00
Health Business FullTEXT : HOST	01/01/2020	12/31/2022	\$12,583.00
Cochrane Collection Plus	01/01/2020	12/31/2022	\$10,974.00
eBook Subscription Nursing Collection	01/01/2020	12/31/2022	\$8,109.00
Nutrition Reference Center	01/01/2020	12/31/2022	\$9,851.00
eBook Subscription Clinical Collection	01/01/2020	12/31/2022	\$10,428.00

Total: \$292,553.00

The above excludes all applicable tax

Currency: US Dollar