

**RENEWAL & AMENDMENT NO. 2
TO MASTER LICENSE AGREEMENT A-14190
BETWEEN COUNTY OF MONTEREY AND
OVID TECHNOLOGIES, INC.**

This **RENEWAL & AMENDMENT NO. 2** 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 agree 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 AGREEMENT is renewed retroactive to April 16, 2021, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. All references in the AGREEMENT to the term dates of January 1, 2019 to December 31, 2019 shall be replaced with: January 1, 2019 to June 30, 2022.
3. All references in the AGREEMENT to the total contract amount of \$8,330 shall be replaced with: \$28,496.
4. EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBITS A-1 and A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-2 as attached to this AMENDMENT and incorporated herein.

5. 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.
6. A copy of this AMENDMENT shall be attached to the original AGREEMENT A-14190 executed by the COUNTY on December 7, 2018.

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

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 2 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: _____

By: _____
DocuSigned by:
 Contractor's Business Name*
 Greg Samios
(Signature of Chair, President, or Vice-President)*
 Greg Samios, President
 Name and Title
 Date: 4/6/2021 | 3:32 PM PDT

Approved as to Form ¹
DocuSigned by:
 By: _____
 Marina Pantchenko
65EE9F1502B0412...
 Deputy County Counsel
 Date: 4/13/2021 | 1:54 PM PDT

By: _____
DocuSigned by:
 Roy Mulder
5D776A176870400...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
 Roy Mulder, Vice President, Finance
 Name and Title

Approved as to Fiscal Provisions²
DocuSigned by:
 By: _____
 Gary Giboney
D3834BFEC1D8449...
 Auditor/Controller
 Date: 4/13/2021 | 2:26 PM PDT

Date: 4/7/2021 | 1:01 AM PDT

Approved as to Liability Provisions³

By: _____
 Risk Management

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-2: SCOPE OF SERVICES/PAYMENT PROVISIONS

RENEWAL & AMENDMENT NO. 2 TO MASTER LICENSE AGREEMENT A-14190 BETWEEN COUNTY OF MONTEREY AND OVID TECHNOLOGIES, INC.

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

B.1 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:

Term of Subscription	Amount
January 1, 2019 to December 31, 2019 Quote/Order #505123	\$ 8,330
April 7, 2020 to April 15, 2021 Quote/Order #559537	\$ 8,858
April 16, 2021 to June 30, 2022 Quote/Order # 599004	\$ 11,308
Total Agreement Obligation Not to Exceed	\$ 28,496

B.2 PAYMENT CONDITIONS

- A. 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**
- B. The COUNTY reserves the right to cancel any Quote/Order, without cause, with a thirty (30) day written notice from the start date 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 cancelled Quote/Order.

B.3 MAXIMUM OBLIGATION OF COUNTY

A. 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-2 for a total amount not to exceed **\$28,496**.

B. Maximum Annual Liability:

TERM	AMOUNT
January 1, 2019 – December 31, 2019	\$ 8,330
January 1, 2020 – April 15, 2021	\$ 8,858
April 16, 2021 – June 30, 2021	\$ 1,617
July 1, 2021 – June 30, 2022	\$ 9,691
MAXIMUM TOTAL LIABILITY	\$ 28,496

C. CONTRACT MONITOR/ADMINISTRATOR

Lindsey O’Leary, LMFT
 Behavioral Health Services Manager II
 Quality Improvement Office
 Monterey County Health Department
 1611 Bunker Hill Way, Suite 120
 Salinas, CA 93906
 831-755-4545
 OLearyLM@co.monterey.ca.us

D. 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 # 599004
Date 13-Jan-2021
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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
 Alica Hendricks
 1270 Natividad Road
 Salinas, CA 93906
 UNITED STATES
 Phone #: 831-796-1295
 Fax #:
 Email: hendricksa@co.monterey.ca.us

Quote#: 599004

Product	Usage Level	Qty	Charges \$	Total \$
COIP-JN-95 Current Opinion in Psychiatry Subscription#: 1141307 License Type: Network Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 15-Apr-2021 End Date:30-Jun-2022	1 Sim. User(s)	1	Price: 3,715.00	3,715.00
AOGP-JN-93 JAMA Psychiatry Subscription#: 1141306 License Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 15-Apr-2021 End Date:30-Jun-2022	SITE	1	Price: 7,593.00	7,593.00
MEDL-DB-I66 Medline (1946-Date) Subscription#: 1141310 License Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 15-Apr-2021 End Date:30-Jun-2022	SITE	1	Price: 0.00	0.00

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 # 599004
Date 13-Jan-2021
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OULO-TC-001 Ovid User License (Online) Subscription#: 1141311 License Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 15-Apr-2021 End Date:30-Jun-2022	SITE	1	Price: 0.00	0.00
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Sub-Total:	\$11,308.00
Total S&H:	\$0.00
Total Tax:	\$0.00
Grand Total:	\$11,308.00

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

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Quote # 599004
Date 13-Jan-2021
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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, and that the Customer is agreeing to pay to Ovid the amount set forth on this quote.

Signature: _____

Date: _____

Printed Name: _____

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