

**RENEWAL & AMENDMENT NO. 1
TO MASTER LICENSE AGREEMENT
A-14190 BETWEEN COUNTY OF MONTEREY
AND OVID TECHNOLOGIES, INC.**

This **RENEWAL & AMENDMENT NO. 1** 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 agree 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

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

1. The AGREEMENT is renewed retroactive to January 1, 2020, and all of its provisions shall be deemed to have been in effect continuously from January 1, 2019 through April 15, 2021.
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 April 15, 2021.
3. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1 as attached to this AMENDMENT NO. 1 and incorporated herein.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. This AMENDMENT No. 1 shall be effective January 1, 2020.
6. A copy of this AMENDMENT shall be attached to the original AGREEMENT A-14190 executed by the COUNTY on December 7, 2018.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 to the AGREEMENT A-14190 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: Marina Pantde
Dep. County Counsel

Date: 2/11/2020

Approved as to Fiscal Provisions²

By: B. Masu
Auditor/Controller

Date: 2/13/2020

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

OVID TECHNOLOGIES, INC.

By: _____
Contractor's Business Name*
(Signature of Chair, President, or Vice-President)*

Greg Samios President & CEO
Name and Title

Date: January 27, 2020

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

Erin M. Sanders Asst. Secretary
Name and Title

Date: January 29, 2020

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-1: SCOPE OF SERVICES/PAYMENT PROVISIONS

**RENEWAL & AMENDMENT NO. 1
TO MASTER LICENSE AGREEMENT A-14190
BETWEEN COUNTY OF MONTEREY HEALTH DEPARTMENT
AND
OVID TECHNOLOGIES, INC.**

A. SCOPE OF SERVICES

A.1 Ovid Technologies, Inc. (“CONTRACTOR”) shall provide an annual 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 COMPENSATION/ PAYMENT

COUNTY shall pay the subscription price in advance as an annual amount not to exceed the issued annual Quote/Order as requested and approved by COUNTY.
CONTRACTOR’S compensation shall be based in accordance with the following terms:

Term of Agreement	Contract Amount
January 1, 2019 to December 31, 2019 for one (1) Annual Quote/Order #505123	\$ 8,330
April 7, 2020 to April 15, 2021 for one (1) Annual Quote/Order #559537	\$ 8,858
Total Agreement Obligation Not to Exceed	\$17,188

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, immediately upon written notice to CONTRACTOR within thirty (30) days of 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.
- C. There shall be no travel reimbursement allowed during this Agreement.

B.3 MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay in advance to the CONTRACTOR for the term of the Agreement an amount not to exceed **\$17,188** under this Agreement.

B. Maximum Annual Liability:

TERM	AMOUNT
January 1, 2019 – December 31, 2019	\$ 8,330
January 1, 2020 – April 15, 2021	\$ 8,858
MAXIMUM TOTAL LIABILITY	\$17,188

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

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 # 559537
 Date 11-Dec-2019
 Page 1 of 3

Bill To:
 Customer#: 118667
 Monterey County Health Department
 Attention: Gloria Rodriguez
 1270 Natividad Road
 Salinas, CA 93906
 Phone #: 831-755-8986
 Fax #:
 Email: rodriguezg@co.monterey.ca.us

Sold To:
 Customer#: 118667
 County of Monterey Health Department
 Behavioral Health Bureau
 Gloria Rodriguez
 1270 Natividad Road
 Salinas, CA 93906
 UNITED STATES
 Phone #: 831-755-8986
 Fax #:
 Email: rodriguezg@co.monterey.ca.us

Quote#: 559537

Product	Usage Level	Qty	Charges \$	Total \$
COIP-JN-NI9 Current Opinion in Psychiatry from 2015 License Type: Network Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 07-Apr-2020 End Date: 15-Apr-2021	1 Sim. User(s)	1	Price: 2,944.00	2,944.00
AOGP-JN-93 JAMA Psychiatry License Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 07-Apr-2020 End Date: 15-Apr-2021	SITE	1	Price: 5,914.00	5,914.00
MEDL-DB-I66 Medline (1946-Date) License Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 07-Apr-2020 End Date: 15-Apr-2021	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 # 559537
 Date 11-Dec-2019
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OULO-TC-001 Ovid User License (Online) License Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 07-Apr-2020 End Date: 15-Apr-2021	SITE	1	Price:	0.00	0.00
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Sub-Total:	\$8,858.00
Total S&H:	\$0.00
Total Tax:	\$0.00
Grand Total:	\$ 8,858.00

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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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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