

FIRST AMENDMENT TO VERSION 3.0A OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE AND SAN BERNARDINO COUNTY

THIS FIRST AMENDMENT TO VERSION 3.0A OF THE MEMORANDUM OF UNDERSTANDING ("FIRST AMENDMENT") is made and entered into effective as of the date that all parties have signed, by and between the California Department of Justice, California Justice Information Services Division, Justice Data and Investigative Services Bureau, CURES Program (collectively, "STATE"), and San Bernardino County ("ENTITY").

RECITALS

A. Pursuant to Assembly Bill 40 (Chapter 607, Statutes of 2017) ("AB 40"), codified in Health and Safety Code section 11165.1, STATE has developed a method of system integration, referred to as the "CURES Information Exchange Web Service," whereby approved health care practitioners and pharmacists may use a qualified health information technology system to retrieve information from the Controlled Substance Utilization Review and Evaluation System (CURES) database.

B. AB 40 requires, as a prerequisite to system integration, each entity that operates a health information technology system to enter into a memorandum of understanding with STATE addressing the technical specifications of the system to ensure the security of CURES data in the CURES database and the secure transfer of CURES data from the CURES database.

C. STATE and ENTITY entered into Version 3.0A of the Memorandum of Understanding ("MOU.3.0A") on April 12, 2022, which revised and superseded Version 2.1 of the Memorandum of Understanding, under which ENTITY, as a health information technology system, is integrated with the CURES Information Exchange Web Service to retrieve information from the CURES database on behalf of approved health care practitioners or pharmacists.

D. Paragraph 7 of MOU.3.0A grants STATE the express right to revise or amend MOU.3.0A, as specified, subject to the notice requirements of Paragraph 6, provided such amendment or change is made in writing pursuant to Paragraph 7 of MOU.3.0A.

NOW, THEREFORE, STATE AND ENTITY HEREBY AGREE AS FOLLOWS:

1. Reference is made to Paragraph 5 of MOU.3.0A, entitled "Term of Agreement." The second sentence of Paragraph 5 is deleted in its entirety and replaced with the following: "The expiration date of this MOU is June 30, 2026."

2. This FIRST AMENDMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The execution of this FIRST AMENDMENT may be effected by facsimile or electronically transmitted signatures, all of which shall be treated as originals; provided, however, that the party receiving a copy hereof with a facsimile or electronically transmitted signature may, by written notice to the other, require the prompt delivery of an original signature to evidence and confirm the delivery of the facsimile or electronically transmitted signature. Each party shall be bound by its respective facsimile or electronically transmitted signature, and is aware that the other party will rely thereon, and each party waives any defenses to the enforcement of this FIRST AMENDMENT delivered by facsimile or

electronic transmission. Further, the parties agree that the execution and delivery of this FIRST AMENDMENT may be conducted by electronic means under California Civil Code section 1633.1 et. seq. (Uniform Electronic Transactions Act) and California Government Code section 16.5. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this FIRST AMENDMENT using an electronic signature, it is signing, adopting, and accepting this FIRST AMENDMENT and that signing this FIRST AMENDMENT using an electronic signature is the legal equivalent of having placed its handwritten signature on this FIRST AMENDMENT on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this FIRST AMENDMENT in a usable format.

3. STATE and ENTITY warrant that each has full power and authority to enter into and perform this FIRST AMENDMENT, and that the person signing this FIRST AMENDMENT for each party has been properly authorized and empowered to enter into this FIRST AMENDMENT on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT as of the date set forth in the preamble above.

STATE:

Jenny Reich, Bureau Director
Department of Justice
California Justice Information Services Division
Justice Data and Investigative Services Bureau

Date

ENTITY:

Dawn Rowe
Chair, Board of Supervisors
San Bernardino County

Date