

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
UNIVERSITY OF PITTSBURGH – OF THE
COMMONWEALTH SYSTEM OF HIGHER
EDUCATION**

THIS AMENDMENT NO. 1 to the Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), and the University of Pittsburgh – of the Commonwealth System of Higher Education (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on April 8, 2024, County and CONTRACTOR entered into an Agreement at no cost to the County, for the term of April 12, 2024, through April 11, 2025, for the provision of access to the National Retail Data Monitor (NRDM), a public health surveillance tool created by the University of Pittsburgh that collects and analyzes over-the-counter drug sales to identify disease outbreaks; and

WHEREAS, County and CONTRACTOR wish to amend the Agreement to entitle 10 users to access the National Retail Data Monitor (NRDM), and sign Exhibit A, "Authorization User",

NOW THEREFORE, County and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. Exhibit A shall be amended to include 10 "Authorized Users" to be designated by the parties pursuant to Section 1, subpart (b) of the agreement.
2. 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.
3. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the County on April 8, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1, by the authority as follows:

CONTRACTOR –

Approved:

By: Rob A. Rutenbar/NLB
(Signature of Chair, President, or Vice-President)

Rob A. Rutenbar, Senior Vice Chancellor
For Research
Name and Title

Date: 06/07/2024

Approved:

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

Name and Title

Date: _____

COUNTY OF MONTEREY

Approved as to Form:

By: Shane Eben Strong
Deputy County Counsel

Date: 6/18/2024 | 9:46 AM PDT

Approved:

By: Jennifer Forsyth
Auditor/Controller

Date: 6/18/2024 | 10:16 AM PDT

Approved:

By: _____
Contracts Purchasing

Date: _____

By: Glenn Young
Director of Health Services

Date: 7/19/2024 | 5:05 PM PDT

*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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

EXHIBIT A

AUTHORIZED USER AGREEMENT

University of Pittsburgh Real-time Outbreak Disease Surveillance System - National Retail Data Monitor

1. The County of Monterey ("Authorized User") will receive upon the execution of this Agreement a password-protected account for access to the National Retail Data Monitor (NRDM) to view aggregate sales data of over-the-counter ("OTC") medications for city/county/state of County of Monterey in the state of California. Authorized User has represented that he/she is authorized by the appropriate state/regional public health authority to review public health information for this state/region.
2. The Authorized User agrees that this password will not be shared with anyone.
3. Access to the OTC Data is provided to Authorized User for the sole purpose of public health surveillance.
4. The OTC Data are provided to the University of Pittsburgh under Confidentiality Agreements with third party data providers. The Authorized User understands and agrees that the OTC Data may not be disclosed to any other third party, or used for any purpose other than public health surveillance, without the prior written permission of the University of Pittsburgh.
5. Any breach of the terms of this Agreement by Authorized User will result in the immediate termination of Authorized User's account. The University retains the right to take legal action, including seeking an injunction to prevent Authorized User's breach of this Agreement.
6. The Authorized User may not use the name or marks of the University of Pittsburgh or participating retailers in any press release or publicity without the prior written permission of the University and/or participating retailers. The RODS or NRDM systems, including interface screens, may not be used in any publicity without prior written approval of the University of Pittsburgh.
7. NO WARRANTIES OF ANY KIND ARE MADE BY UNIVERSITY OR THE ENTITIES SUPPLYING THE OTC DATA WITH RESPECT TO THE OTC DATA OR ANY USE THEREOF, AND UNIVERSITY AND THE DATA PROVIDERS HEREBY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Neither University nor the data providers shall be liable for any claims, losses or damages of any kind arising from Authorized User's use of the OTC Data. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement, and ownership of all rights, title and interests in and to the OTC Data remain vested in the entities that supplied such data.

Authorized User Signature	Title	Date
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Health Department Name	County
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Address	City/State
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Phone Number	Fax Number	E-mail Address
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Approved by authorized representative of Health Department:

Signature	Name	Title	Date
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Scan signed agreement & send to Maria Bond, Program Manager, NRDM bond@pitt.edu, or fax to 412-648-9118.