

NETWORK DATA DELIVERY AUTHORIZATION AMENDMENT

CUSTOMER:

Customer and NDCHealth Corporation d/b/a RelayHealth, ("RelayHealth") are parties to a Service Agreement dated _____, as amended (the "Agreement") under which Customer transmits certain prescription claim transactions to RelayHealth. Customer desires that RelayHealth deliver, and RelayHealth desires to deliver on behalf of Customer, certain prescription dispensing data of Customer to third parties as provided in this authorization ("Authorization"). In consideration of the mutual covenants set forth in this Authorization and in the Agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree that as of _____ ("Authorization Effective Date") the Agreement is hereby amended by the addition of the terms and conditions set forth in this Authorization.

1. Customer authorizes and directs RelayHealth, for and on behalf of Customer, to release information (including individually identifiable health information) contained in records received from, or created or received by RelayHealth on behalf of, Customer ("Customer Information"), more particularly described on Exhibit A (attached to and hereby incorporated by reference into this Authorization), to the recipients identified in Exhibit A ("Data Recipients") in the manner described on Exhibit A for purposes set forth on Exhibit A.
2. Customer acknowledges the Customer Information will be delivered to the Data Recipient(s) via secure FTP, VPN or other secure delivery methodology as agreed between RelayHealth and the each Data Recipient.
3. RelayHealth will pay fees for delivery of Customer Information, if applicable, as set forth on Exhibit A.
4. Except as specified in Exhibit A, RelayHealth acknowledges this Authorization does not authorize the sale or delivery of Customer Information to pharmaceutical manufacturers or payers.
5. This Authorization shall expire on the termination or expiration of the Agreement.

Except as specifically amended in this Authorization (including in Exhibit A), the terms and conditions of the Agreement (including but not limited to any business associate provisions, agreement or addendum incorporated into the Agreement) shall remain in full force and effect; provided that the terms of this Authorization shall control over any inconsistent provision in the Agreement solely with respect to the matters contained in this Authorization. On and after the Authorization Effective Date, any reference to the Agreement shall be deemed to include the Agreement as amended by this Authorization.

Agreed and Accepted as provided above:

CUSTOMER

**NDCHEALTH CORPORATION d/b/a
RELAYHEALTH**

Name:
Title:
Date:
Address:

Date: _____

Name:
Title:
Date:
Address: 1564 N.E. Expressway,
Atlanta, GA 30329-2010

Date: _____

EXHIBIT A

Data Recipient
The Commonwealth of Kentucky, Cabinet for Health and Family Services, its authorized agents and contractors (collectively, the "Commonwealth").
Description of Customer Information
Dispensing data for prescriptions for controlled pharmaceutical substances (Schedule II-V) dispensed by Customer within the Commonwealth of Kentucky, as mandated by the Commonwealth of Kentucky.
Format
ASAP95 data elements
Fees
None.
Permitted Use
To assist Customer with its compliance with the Commonwealth's eKASPER (Enhanced Kentucky All Schedule Prescription Electronic Reporting) Data Collection application.