



**AMENDMENT NO. 1 TO  
CONNECTIVITY AGREEMENT**

**THIS AMENDMENT NO. 1 TO THE CONNECTIVITY AGREEMENT** (this "Amendment") is entered into as of the date of last signature below (the "Amendment Effective Date"), by and between Surescripts, LLC, a Delaware limited liability company ("Surescripts"), and San Bernardino County, a political subdivision organized and existing under the constitution and the laws of the State of California, on behalf of itself and its Aggregator Affiliates ("Aggregator").

**WHEREAS**, Surescripts and Aggregator entered into a Connectivity Agreement, dated April 6, 2021 (the "Agreement");

**WHEREAS**, Surescripts and Aggregator mutually agree to amend the Agreement to enable Aggregator and its End Users to use Pharmacy Routing Services;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. All capitalized terms used herein and not defined shall have the meanings given to them in the Agreement.
2. Pharmacy Routing Services. Exhibit 1 to the Agreement is hereby amended to include and incorporate the terms and conditions set forth in Exhibit 1-D, Pharmacy Routing Services, attached hereto and incorporated herein.
3. Agreement Terms and Conditions. Except as expressly modified by the terms of this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

**IN THE EVENT A BUSINESS ASSOCIATE AGREEMENT IS NOT IN EFFECT BETWEEN THE PARTIES AT THE TIME THIS AMENDMENT IS FULLY EXECUTED, OR AN EXISTING BUSINESS ASSOCIATE AGREEMENT BETWEEN THE PARTIES PREDATES SEPTEMBER 1, 2013, THEN THE BUSINESS ASSOCIATE AGREEMENT POSTED ON SURESCRIPTS' WEBSITE (<https://surescripts.com/business-associate-agreement>) AS OF THE EFFECTIVE DATE OF THIS AMENDMENT SHALL GOVERN THE PARTIES' RESPECTIVE OBLIGATIONS UNDER HIPAA AND HITECH, UNTIL SUCH TIME AS THE PARTIES NEGOTIATE AND EXECUTE A NEW BUSINESS ASSOCIATE AGREEMENT.**

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their duly authorized representatives on the date set forth below to be effective as of the Amendment Effective Date. **IF NOT SIGNED AND DELIVERED BY AGGREGATOR TO SURESCRIPTS BEFORE EXPIRATION OF THE ELECTRONIC SIGNATURE ENVELOPE IN EFFECT, THEN ANY**



**SURESCRIPTS SIGNATURE APPLIED TO THIS AMENDMENT AND THE AMENDMENT ITSELF SHALL BE VOID, AB INITIO.**

**SAN BERNADINO COUNTY**

By: /s2/

Name: /n2/

Title: /title2/

Date: /d2/

**SURESCRIPTS, LLC**

By: /Jim Evans

Name: /Jim Evans

Title: /Chief Growth officer

Date: /5/29/2024



**EXHIBIT 1-D**  
**TO THE CONNECTIVITY AGREEMENT DATED APRIL 6, 2021**

**PHARMACY ROUTING SERVICES**

(This exhibit is effective as of the Amendment Effective Date.)

- I. Pharmacy Routing Services. Subject to the terms and conditions of the Agreement, Surescripts shall provide the Pharmacy Routing Services, as follows:
- a. Services. The Pharmacy Routing Services may be accessed only by End Users that are individual pharmacists that are properly and duly licensed, registered, or otherwise authorized with the appropriate Governmental authority to fill prescription orders (“Pharmacy End Users”) and only through Aggregator software that has been certified by Surescripts for the Pharmacy Routing Services. Surescripts shall transmit prescription routing messages from Aggregator to intended prescriber recipients (through applicable intermediaries), and from such persons/entities to Aggregator. Message protocol and transmissions edits shall be in pre-determined format. Surescripts reserves the right to impose additional charges for translation or mapping services. Surescripts shall confirm from prescription routing messages that electronic prescription orders originate from locations registered with Surescripts for electronic prescriptions and confirm, to the extent practicable, that Pharmacy End Users are authorized to transmit such messages.
  - b. Additional Responsibilities. Surescripts shall:
    - i. Designate a person to act as a resource for Aggregator contact.
    - ii. Provide access to the Surescripts network on a twenty-four (24) hour per day, seven (7) day per week basis, subject to the provisions of Surescripts Network Operations Guide.
    - iii. Provide to Aggregator documentation that Surescripts determines shall be needed with regard to the Surescripts network.
    - iv. Maintain a help desk for network support issues in accordance with Surescripts Support Protocol set forth in the Network Operations Guide.
    - v. Coordinate with Aggregator to establish reasonable direct connectivity (frame relay or leased line) to Aggregator’s single location.
    - vi. Provide an internet-based tool for registering Pharmacy End Users, upon development and implementation by Surescripts.
    - vii. Provide limited web based tools for transaction query and reporting, upon development and implementation by Surescripts.
  - c. Aggregator Responsibilities. In addition to its obligations under the Agreement, Aggregator shall:
    - i. Provide a resource for contact with Surescripts.
    - ii. Provide an electronic listing of all Pharmacy End User locations with all demographic information in the format specified by Surescripts.
    - iii. Complete Surescripts registration process, including timely submission of all applicable registration forms for all Pharmacy End Users.
    - iv. Transmit prescription routing messages received from Pharmacy End Users to Surescripts (and transmit prescription routing messages received from Surescripts to Pharmacy End Users), in the pre-established format to the extent that Aggregator elects to use the Surescripts network.
    - v. Provide at least weekly notification to Pharmacy End Users of any updates, changes and deletions to the Surescripts network affecting such Pharmacy End Users.



II. Fees Associated with the Pharmacy Routing Services.

- a. Transaction Message Charges: Aggregator agrees to pay the following fee per message, whether transmitted electronically or via facsimile, if necessary, for the Pharmacy Routing Services provided hereunder:

Message Type	Associated Charge Per Message
New Prescriptions	\$0.065
Refill Requests	No Charge
Associated Refill Responses	\$0.065
RxChange Requests	No Charge
Associated RxChange Responses	No Charge
Error Messages	No Charge
Status Messages	No Charge
CancelRx Requests	No Charge
CancelRx Responses	No Charge
RxTransfer Request	No Charge
RxTransfer Response	No Charge
RxTransfer Confirm	No Charge
NewRx Request	No Charge
NewRx Response	No Charge
RxFill	No Charge

- b. Start-Up and Connectivity: Upon the Amendment Effective Date, Aggregator shall pay to Surescripts a start-up fee of ten thousand dollars (\$10,000) (the "Pharmacy Start-Up Fee"). In return for the Pharmacy Start-Up Fee, Surescripts shall provide Aggregator with access to Surescripts' automated testing suite and testing environment as appropriate during the implementation process. If Aggregator does not pay the start-up fee promptly, Surescripts shall be entitled, among, and not to the exclusion of, any other remedies, not to provide access to the automated testing suite and staging environment until such time as Aggregator pays the Pharmacy Start-Up Fee.
- c. Changes in Fees: Surescripts may add or change fees charged for the Surescripts Pharmacy Routing Services by providing Aggregator with ninety (90) days written notice of such changes.