

AMENDMENT

THIS AMENDMENT (the "Amendment") to License Agreement No. C0407770, dated June 1, 2004 and more specifically Contract Supplement No. 1-BJ3U7, dated June 1, 2004 (collectively, the "Agreement"), is effective as of _____, 2008 (the "Amendment Effective Date") between McKesson Information Solutions LLC f/k/a HBO & Company ("McKesson") and _____ ("Customer") (collectively, the "Parties").

WHEREAS, the Parties desire to amend the Agreement as of the Amendment Effective Date on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual exchange of promises set forth herein, McKesson and Customer agree to amend the Agreement as follows:

1. Except as defined herein or otherwise required by the context herein, all capitalized terms used in this Amendment have the meaning set forth in the Agreement.

2. The Agreement is hereby amended by changing the Software Maintenance and Processing Services Terms for Practice Management Software only ("PM Software"), previously licensed by McKesson to Customer prior to the Amendment Effective Date, to a period of three (3) years commencing upon the Amendment Effective Date ("Software Maintenance Term").

3. The Software Maintenance Services fees for McKesson's PM Software products and Processing Services fees shall not be increased by McKesson during the Software Maintenance Term. In the event that any third-party vendor increases its Software Maintenance Services fees for any software licensed by this third party to Customer, McKesson shall have the right to invoice Customer for any such increase during the Initial Software Maintenance Term and any Renewal Terms.

4. Audits. From time to time and upon reasonable prior written notice, McKesson may audit, or appoint a nationally recognized auditor or other independent auditor reasonably acceptable to Customer to audit, Customer's use of the Software to ensure that Customer is in compliance with the terms and conditions of the Agreement and the applicable Contract Supplements, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable Facilities. Customer will identify and cooperate with McKesson (or its representatives) to provide McKesson (or its representatives) with reasonable access to all relevant equipment and records. If an audit reveals that Customer's use of the Software during the period being audited has exceeded the number of licensed Identified Users, Concurrent Users, Facility(ies), or other usage-based variables described in the applicable Contract Supplements, then McKesson will have the right to invoice Customer for all such excess use based on McKesson's price list in effect at the time the audit is completed and Customer will promptly pay any such invoice. If such excess use exceeds five percent (5%) of the applicable licensed use, then Customer will also pay McKesson's reasonable costs of conducting the audit. In addition, McKesson will recalculate any additional fees or other charges (including, but not limited to, Software Maintenance Services fees) that are calculated on the basis of the number of licensed Identified Users, Concurrent Users, Facility(ies), or other usage-based variables and will invoice Customer accordingly.

5. Upon the Amendment Effective Date and the receipt of any payments due hereunder, the Parties each release and forever discharge the other party, its affiliates, officers, directors, agents, successors and assigns from any and all claims, actions, causes of action, demands, suits or damages of any type or kind, which any of said party had against the other party, except for outstanding payment obligations, up to the Amendment Effective Date.

6. Except as otherwise modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

**SANTA BARBARA COUNTY PUBLIC
HEALTH DEPARTMENT**

MCKESSON INFORMATION SOLUTIONS LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____