



Santa Barbara County Public Health Department
Customer Number: 1006632
Amendment Number: P1245355
June 14, 2011

AMENDMENT

THIS AMENDMENT No. P1245355 (the "Amendment") to License Agreement C0407770 dated June 1, 2004 and more specifically Contract Supplement No. 1-BJ3U7, dated June 1, 2004, and as amended by Amendment Number P0829089, dated June 1, 2008, (collectively the "Agreement") is effective as of _____, 2011 (the "Amendment Effective Date") and is entered into between McKesson Technologies Inc. ("McKesson") and Santa Barbara County Public Health Department ("Customer") (each a "Party" and 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.

WHEREAS, the Parties desire to extend the PracticePoint Plus Software Maintenance Services and Processing Services for a period of three years.

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 extending the PracticePoint Plus Software Maintenance Services and Processing Services for a period of three years commencing on June 1, 2011 (the "Extended Renewal Term"). Following the expiration of this Extended Renewal Term, and subject to Customer's payment of the applicable Services fees, McKesson will continue to provide (i) the Software Maintenance Services for successive, automatically renewable one (1) year periods (the "SWM Renewal Terms") unless either Party provides the other Party with written notice of termination of the Software Maintenance Services no less than six (6) months prior to the end of the Extended Renewal Term or three (3) months prior to the end of the applicable SWM Renewal Term and (ii) the Processing Services for successive, automatically renewable one (1) year periods (the "Processing Services Renewal Terms") unless either Party provides the other Party with written notice of termination of the Processing Services no less than 60 days prior to the end of the Extended Renewal Term or 60 days prior to the end of the applicable Processing Services Renewal Term.

3. The Parties agree that the PracticePoint Plus Software Maintenance Services and Processing Services fees will not increase during the Extended Renewal Term.

4. It shall be Customer's responsibility to ensure that all discounts or the appropriate net price received from McKesson pursuant to this Amendment are properly reflected on any cost reports filed by Customer to any government entity.

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

[Signatures follow on next page.]

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

SANTA BARBARA COUNTY PUBLIC HEALTH DEPARTMENT

MCKESSON TECHNOLOGIES INC.

By: _____

By: Scott Rongo

Name _____

Name: Scott Rongo

Title: _____

Title: VP Sales - West PPS

Date: _____

Date: 6-14-11

FOR MCKESSON INTERNAL USE ONLY

Submit fully executed contract to:

McKesson
Attn: Contract Operations
5995 Windward Parkway
Mailstop: ATHQ-0111
Alpharetta, GA 30005
Fax: 404.338.5161
Email: Contract.Operations@McKesson.com