

AMENDMENT

THIS AMENDMENT No. P15000027 (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 No. P0829089, dated June 1, 2008, and by Amendment No. P1245355, dated June 1, 2011, (collectively, the "**Agreement**"), is effective June 1, 2014 (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**").

RECITALS

A. The Parties entered into the Agreement pursuant to which Customer purchased certain PracticePoint Plus Software Maintenance Services and Processing Services (collectively, the "**Subject Services**").

B. The Parties desire to extend the Subject Services for a period of three years commencing on June 1, 2014 and ending on May 31, 2017.

Based on the foregoing, the Parties agree to amend the Agreement as of the Amendment Effective Date on the terms and subject to the conditions set forth below.

TERMS AND CONDITIONS

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. Effective upon the Amendment Effective Date, the Agreement is hereby amended by extending the Subject Services for a period of three years commencing on June 1, 2014 and ending on May 31, 2017 ("**Extended Renewal Term**"). Following the expiration of the Extended Renewal Term, and subject to the Customer's payment of the applicable fees for Subject Services, McKesson will continue to provide (i) the Software Maintenance Services ("**SWM 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 SWM Services no less than six (6) months prior to the end of the applicable SWM Renewal Term and (ii) the Processing Services for successive, automatically renewable one (1) year period (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 shall either be subject to an ECI or a CPI increase during the Extended Renewal Term. ECI ("**Employment Cost Index**") means the Employment Cost Index for Private Industry, Compensation, Information Industry, Not Seasonally Adjusted (December 2010 = 100). CPI ("**Consumer Price Index**") means the Consumer Price Index, All Urban Consumers, U.S. City Average, all items, published by the Bureau of Labor Statistics, United States Department of Labor. Fees during the Extended Renewal Term shall be as set forth in Exhibit 1 attached hereto. Upon completion of the Extended Renewal Term, McKesson has the right to increase the PracticePoint Plus Software Maintenance Services and Processing Services fees pursuant to the terms of the Agreement.

4. The Parties acknowledge and agree that the obligations of Parties under this Amendment are the result of compromise, are entered into in good faith, and will never for any purpose be considered an admission of liability or responsibility concerning any of the subject matters referred to herein, which liability is expressly denied, and no past or present wrongdoing on the part of any Party will be implied by such payment or performance.

5. McKesson and Customer acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Amendment. The Parties further acknowledge and represent that they enter into this Amendment freely, knowingly, and without coercion, and based on their own judgment.

6. The Parties agree that the terms and conditions of this Amendment (including, without limitation, its existence and any information or offers disclosed in the negotiations leading to this Amendment) are confidential and will not be disclosed by any Party to any non-Party without the written approval of the other Party, except as may be required by law (in which event the disclosing party will give prompt notice to the other Party upon receipt of a document legally compelling such disclosure). Customer agrees not to issue any press release concerning the subject matter herein. Customer agrees not to disparage McKesson or its products or services in any manner likely to be harmful to it or its business reputation; provided, however, that the foregoing is not intended to and will not prevent Customer from responding accurately and fully to any question, inquiry or request for information when required by legal process.

7. If any provision of this Amendment is deemed to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts will not be affected.

8. Each Party agrees to do any and all acts or things reasonably necessary in connection with the performance of its obligations under this Amendment.

9. It will 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. Customer acknowledges that it is responsible for determining if there has been any impact on its previously filed cost reports in connection with the subject matter of this Amendment.

10. (INTENTIONALLY OMITTED)

11. Except as otherwise modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. Each signatory below represents that it has obtained all necessary authority to enter into this Amendment as a binding commitment on the Party on whose behalf the signatory signs.

12. McKesson's offer as memorialized by this Amendment expires without further action or notice by McKesson and is no longer capable of acceptance by Customer unless McKesson has in hand received duplicate signed, unaltered copies of the Amendment on or before **February 15, 2015**. If Customer does not satisfy the foregoing condition, McKesson shall have no duty to perform any obligation stated herein or to revive its offer to perform any obligation stated herein in the future.

13. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

(CONTINUED ON FOLLOWING PAGE)

14. This Amendment contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Amendment. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Amendment, not expressly set forth in this Amendment are of no force or effect. Any amendment or modification of this Amendment must be in writing, and signed by duly authorized representatives of McKesson and Customer. Any amendment or modification not made in this manner shall have no force or effect.

IN WITNESS WHEREOF, each of McKesson and Customer has caused this Amendment to be executed by its duly authorized representative.

**SANTA BARBARA COUNTY PUBLIC HEALTH
DEPARTMENT**

(Signatures on following page)

MCKESSON TECHNOLOGIES INC.

By: _____

Name: _____

Title: _____

Date: _____

Agreement for services of Independent Contractor between the **County of Santa Barbara** and **McKesson Technologies Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

By: _____
Director

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

EXHIBIT 1 MAINTENANCE FEES

Customer Number:	Contract Number:	Material Code Number:	Material Description:	Annual Fee:	Maintenance Year Ending:
1006632	1-BJ3U7	73006516	PracPt Plus Maint	6,202.00	12/31/2015
1006632	1-15XURH	73013116	Horizon Practice Plus Maint	2,035.00	12/31/2015
1006632	1-4WLVG	73008691	PracPt Plus Panther Maint	683.00	12/31/2015
1006632	1-4WLVG	73007806	PracPt Plus Test Database Maint	1,187.00	12/31/2015
1006632	1-7QSCE	73008911	Bus Obj - End User Lic Maint - Amb Marke	815.00	12/31/2015
1006632	1-7QSCE	73008910	Bus Objects - IT Bundle Maint - Amb Mark	582.00	12/31/2015
1006632	1-7QSCE	73006541	PW PracPt Plus Tuxedo Maint	716.00	12/31/2015
1006632	1-180ICC	73016980	PLUS Symphonia maintenance	429.00	12/31/2015
1006632	1-AP1CE	73006541	PW PracPt Plus Tuxedo Maint	1,479.00	12/31/2015
1006632	1-BX5XA	73008280	Horizon Practice Plus COBOL Maint-Concur	3,385.00	12/31/2015
1006632	1-BX5XA	73008370	PracPt Plus Oracle Maintenance	6,877.00	12/31/2015
1006632	CBG97003	73006516	PracPt Plus Maint	33,728.00	12/31/2015
1006632	CBG97003	73006541	PW PracPt Plus Tuxedo Maint	3,933.00	12/31/2015
1006632	CBG97003	73006541	PW PracPt Plus Tuxedo Maint	2,191.00	12/31/2015
1006632	CBG97003	73007801	PracPt Plus Appointment Software Maint	8,431.00	12/31/2015
1006632	CBG97003	73007802	PracPt Plus Order Entry Software Maint	4,106.00	12/31/2015
1006632	CBG97003	73007341	PracPt Plus Interface Manager Maint	923.00	12/31/2015
1006632	CBG97003	73007757	HP Unlimited-User Lic& Media Spec Maint	1,969.39	12/31/2015
1006632	CBG97003	73007739	Glance Plus Maint	50.00	12/31/2015
1006632	CBG97003	73007772	Mirror Disk Maint	167.36	12/31/2015
1006632	1-EJHG2	73010332	Horizon Practice Analysis Maint	3,828.00	12/31/2015
1006632	1-WQFZS	73013116	Horizon Practice Plus Maint	4,982.00	12/31/2015
1006632	1-QK5AK	73006541	PW PracPt Plus Tuxedo Maint	1,305.00	12/31/2015
1006632	1-1HP83L	73013116	Horizon Practice Plus Maint	1,764.00	12/31/2015