

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 June 1, 2008 (the "Amendment Effective Date") between McKesson Information Solutions LLC f/k/a HBO & Company ("McKesson") and Santa Barbara County ("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: ELLIOT SCHULMAN, MD, MPH

Name: _____

Title: PUBLIC HEALTH DEPARTMENT
DIRECTOR & HEALTH OFFICER

Title: _____

Date: 6/24/08

Date: _____

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MCKESSON
SB COUNTY PUBLIC HEALTH

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McKesson Information Solutions LLC
Confidential and Proprietary to McKesson

Santa Barbara County Public Health Department
Amendment No. P0829089
Customer No. 1006632
May 19, 2008

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: ELLIOT SCHULMAN, MD, MPH

Name: Margery Jones

PUBLIC HEALTH DEPARTMENT

Title: DIRECTOR & HEALTH OFFICER

Title: Sales Rep

Date: 6/24/08

Date: 6/25/08



Contract Supplement

Sold To:
Santa Barbara County Public Health
Department
300 N. San Antonio Road
Santa Barbara CA 93110
Federal Tax ID:
Taxable: ☐ Yes ☐ No

Ship To:
Santa Barbara County Public Health
Department
300 N. San Antonio Road
Santa Barbara CA 93110
Telephone: (805) 681-5171
Facsimile: (805) 681-5126
Attention: Anne Fearon

Bill To:
Santa Barbara County Public Health
Department
300 N. San Antonio Road
Santa Barbara CA 93110
Telephone: (805) 681-5171
Facsimile: (805) 681-5126
Attention: Anne Fearon

Paid By:
Santa Barbara County Public Health
Department
300 N. San Antonio Road
Santa Barbara CA 93110

Contract Supplement to Agreement No. C0407770 dated June 16, 2004.

THIS CONTRACT SUPPLEMENT, including all Exhibits, Schedules, and Attachments hereto and incorporated herein (this "Contract Supplement") amends the agreement identified above including all Exhibits, Schedules, and Attachments thereto, and as amended (the "Agreement"), and is made effective as of this _____ day of _____, 2008 (the "Contract Supplement Effective Date"). Unless otherwise specifically and expressly set forth in this Contract Supplement, this Contract Supplement sets forth terms and conditions that apply only to the Facilities, Software and/or Services listed in this Contract Supplement. To the extent the terms and conditions of the Agreement are in conflict with this Contract Supplement, the terms of this Contract Supplement shall control. Where not different or in conflict with the terms, conditions and definitions of this Contract Supplement, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Contract Supplement as if set forth herein.

FACILITY LIST:

All Software licensed herein is for use at each of the following Facility(ies), unless a Software Product Facility Limitation Exhibit is attached hereto:

Customer No.	Facility	Full Address
1006632	Santa Barbara County Public Health Department	300 N. San Antonio Road, Santa Barbara, CA 93110

* Location of Customer's Data Center

(NOTE: It is unnecessary to list offices of physicians and other caregivers who have privileges at a health care facility identified above.)

SOFTWARE

	Product Description	Family	Unit Price	Qty.	Net Price
71002191	Horizon Practice Plus	Practice Management	\$5,000	5	\$25,000
Software Total:					\$25,000

SOFTWARE MAINTENANCE

	Product Description	Family	Qty.	Annual Maint.
73013116	Horizon Practice Plus Maintenance	Practice Management	5	\$4,500
Software Maintenance Total:				\$4,500
Grand Total:				\$25,000 \$4,500

GENERAL COMMENTS:

1. Software Maintenance Fees Increase. McKesson will have the right to increase Software Maintenance fees upon sixty (60) days notice to Customer, provided that the amount of any such increase will not exceed the lower of (a) five percent (5%), or (b) the annual percentage increase in the CPI. Any such increase will not be effective until the next annual term of Software Maintenance Services. For purposes of this Contract Supplement 1-WQFZS, "CPI" shall mean Customer Price Index, All Urban Consumers, U.S. City Average for Los Angeles/Orange California, all items, published by Bureau of Labor Statistics, United States Department of Labor using the most recently published statistics prior to January 1.
2. Software Maintenance Fees Pro-Ration. Annual Software Maintenance Services fees shall be due in accordance with the terms and conditions of the Agreement and be prorated on a 365-day calendar year.
3. Reporting. It shall be Customer's responsibility to ensure that all discounts or the appropriate net price received from McKesson pursuant to this Contract Supplement are properly reflected on any cost reports filed by Customer to any government entity.
4. Software Maintenance Term. McKesson will provide Software Maintenance Services for the Software licensed hereunder for an initial term which will commence on the Contract Supplement Effective Date and will end three (3) years thereafter (the "Initial Software Maintenance Term"). Following the expiration of the Initial Software Maintenance Term, subject to Customer's payment of the applicable Software Maintenance Services fees, McKesson will continue to provide Customer with Software Maintenance Services for successive, automatically renewable one (1) year periods ("Renewal Terms"), unless either party provides the other party with written notice of termination of Software Maintenance Services no less than six (6) months notice prior to the end of the Initial Software Maintenance Term or three (3) months prior to the end of the applicable Renewal Term.
5. Tax Status. Customer represents that it or the transactions contemplated hereunder are exempt from any or all sales, use, value-added, and other similar taxes and duties. Accordingly, evidence of such tax-exempt status, proper exemption certificates or other documentation acceptable to McKesson shall be attached hereto as Exhibit _____. Customer shall be responsible for providing McKesson with renewal documentation if applicable.

McKesson Information Solutions LLC
Confidential and Proprietary to McKesson

Santa Barbara County Public Health Department
Customer No. 1006632
CS No. 1-WQFZ5
June 2, 2008

PAYMENT TERMS:

Software: 100% shall be due upon the Contract Supplement Effective Date.

Software Maintenance: The first annual Software Maintenance Service fee shall be due upon the Contract Supplement Effective Date. The Software Maintenance term shall begin upon the Contract Supplement Effective Date.

AUTHORIZATION: The pricing contained herein is valid until June 27, 2008.

Customer's purchase order number is required. If this contract is equal to or exceeds \$10,000, a copy of Customer's purchase order(s) must be attached. Pre-printed terms and conditions on or attached to Customer's purchase order(s) shall be of no force or effect. Failure to provide McKesson with a purchase order number or copy shall not relieve Customer of any obligations, including payment obligations, under this contract.

Santa Barbara County Public Health Department

Signature: *Elliot Schulman*

Printed Name: ELLIOT SCHULMAN, MD, MPH

Title/Position: PUBLIC HEALTH DEPARTMENT
DIRECTOR & HEALTH OFFICER

Customer PO#: _____

Date: 6/25/08

McKesson Information Solutions LLC

Signature: *Margery Jones*

Printed Name: Margery Jones, RN

Title/Position: Sales Center Representative

Date: 6/25/08

McKesson Sales Center
Thank you for your business

Phone: (800) 469-4262
Fax: (404) 338-5116