

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 June 1, 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.

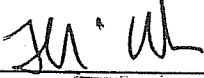
NOW, THEREFORE, in consideration of the mutual exchange of promises set forth herein, McKesson and Customer agree to amend the Agreement as follows:

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.

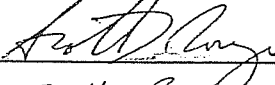
[Signatures follow on next page.]

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

**SANTA BARBARA COUNTY PUBLIC HEALTH
DEPARTMENT**

By: 
Name TAKASHI WADA
Title: DIRECTOR
Date: 6/21/11

MCKESSON TECHNOLOGIES INC.

By: 
Name: Scott Ronger
Title: VP Sales - West PPS
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

Amendment No. P1245355 to License Agreement C0407770 between County of Santa Barbara and McKesson Technologies, Inc.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective June 1, 2011.

COUNTY OF SANTA BARBARA

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: Celeste E. Anderson
Deputy County Counsel

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

By: [Signature]
Deputy

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

By: [Signature]
Director

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: [Signature]
Risk Manager

D1. Fiscal Year..... : FY 2011-12, 2012-13, 2013-14
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 041
 D3. Requisition Number : N/A
 D4. Department Name : Public Health Department
 D5. Contact Person..... : Rose Davis
 D6. Phone : 681-5107

K1. Contract Type (check one): ☒ Personal Service ☐ Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose : License Agreement for IT Services
 K3. Original Contract Amount : \$934,050
 K4. Contract Begin Date : 9-23-03
 K5. Original Contract End Date : 9-23-07

K6. Amendment History (leave blank if no prior amendments):

Seq#	Effective Date	This Amndt	Amt Cum	Amndt To Date	New Total Amt	New End Date	Purpose (2-4 words)
1	Amend 1	BOS 6-3-08	\$807,550			Extend Term thru May 31, 2011	
2	Amend 2	BOS 06-21-11	\$777,500			Extend Term thru May 31, 2014	

K7. Department Project Number..... :

B1. Is this a Board Contract? (Yes/No) : Yes
 B2. Number of Workers Displaced (if any) : 0
 B3. Number of Competitive Bids (if any) : 0
 B4. Lowest Bid Amount (if bid) : \$
 B5. If Board waived bids, show Agenda Date..... :
 B6. ... and Agenda Item Number..... : #
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code : 1701
 F2. Current Year Encumbrance Amount..... : \$
 F3. Fund Number..... : 0042
 F4. Department Number : 041
 F5. Division Number (if applicable) : 3004
 F6. Account Number..... : 7460
 F7. Cost Center number (if applicable) :
 F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing)..... : 230813
 V2. Payee/Contractor Name..... : McKesson Technologies, Inc.
 V3. Mailing Address : 5995 Windward parkway
 V4. City State (two-letter) Zip (include +4 if known) : Alpharetta, GA 30005
 V5. Telephone Number :
 V6. Contractor's Federal Tax ID Number (EIN or SSN) : 581606192
 V7. Contact Person :
 V8. Workers Comp Insurance Expiration Date :
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :
 V10. Professional License Number..... : #
 V11. Verified by (name of County staff)..... :
 V12. Company Type (Check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : 6/1/11 Authorized Signature: 