

**AMENDMENT NO. 1
TO
ONE-E-APP SOFTWARE SUBLICENSE AGREEMENT
BY AND BETWEEN
SAN MATEO COUNTY
AND
PUBLIC HEALTH INSTITUTE
("PROGRAM OFFICE")**

This Amendment No. 1 To One-e-App Software Sublicense Agreement By and Between San Mateo County and Public Health Institute ("Amendment") is made effective June 28, 2005, and amends that certain agreement entitled "One-e-App Software Sublicense Agreement" dated June 28, 2005 ("the Agreement") by and between San Mateo County ("Sublicensee") and Public Health Institute ("Sublicensor"). This Amendment amends the Agreement as set forth below.

This Amendment an integral part of the Agreement and except as set forth herein, is subject to its terms and conditions. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control. Except as to those portions of the Agreement which are modified by this Amendment, the terms and conditions of the Agreement shall continue in full force and effect.

WHEREAS, the California HealthCare Foundation, a California non-profit, public benefit corporation ("CHCF") owns or controls the Software (as defined in the Agreement);

WHEREAS, CHCF has granted to Sublicensor the right to sublicense the Software to Sublicensee to use the Software in accordance with the terms and conditions hereunder,

WHEREAS, pursuant to the Agreement, Sublicensor has granted to Sublicensee a sublicense to use the Software in accordance with the terms and conditions of this Agreement; and

WHEREAS, Sublicensor and Sublicensee desire to clarify their respective intentions with respect to the rights pertaining to any Derivative Works (as defined in the Agreement) funded by the federal government and subject to federal law or regulations;

NOW, THEREFORE, in consideration of the mutual promises of the undersigned parties, and Sublicensor entering into agreements with Sublicensee for Sublicensor to create Derivative Works for the benefit of Sublicensee, and for other good and valuable consideration, the parties hereby enter into this Amendment as set forth below.

AMENDMENT TO SECTION 3.4 OF THE AGREEMENT. The undersigned parties agree that Section 3.4 of the Agreement shall be stricken in its entirety and the following clause substituted in its place:

3.4 Creation of Derivative Works. Sublicensee may request that Sublicensor create Derivative Works of the Software, provided that the creation of Derivative Works shall be subject to the reasonable approval of Sublicensor and CHCF, taking into account, among other factors, the cost of such work, the resources of Sublicensor to create such Derivative Works, and the confirmation that the proposed Derivative Works would not cause any deterioration or other adverse effect on the ability of other licensees of CHCF or sublicensees Sublicensor to use the Software. Any and all such Derivative Works shall only be created by Sublicensor or CHCF's authorized representatives, shall be owned solely by CHCF except to the extent as may be otherwise provided by federal law or regulations, and shall be sublicensed to Sublicensee pursuant and subject to the terms and conditions of this Agreement. To the extent that applicable federal law and regulations require that Sublicensee own any Derivative Works, Sublicensee hereby grants to CHCF, its successors and assigns, a non-exclusive, irrevocable, perpetual, world-wide, royalty-free, fully paid-up right and license to (1) use, execute, reproduce, display, perform, distribute, internally or externally, sell or give away copies of, publish, modify, enhance, update or prepare derivative works of, any Derivative Works, including Derivative Works of Derivative Works, and (2) to authorize or sublicense others from time to time to do any of the foregoing. Sublicensee acknowledges and agrees that CHCF, at its option, may authorize any of its other licensees or sublicensees with the right to use any Derivative Works prepared for Sublicensee pursuant to this Section 3.4.

COUNTERPARTS. The Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Amendment may be executed by facsimile transmission, and any such facsimile transmission shall have the same force and effect as an original counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date below.

PUBLIC HEALTH INSTITUTE

SAN MATEO COUNTY

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____