

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported): July 8, 2011**

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**ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.**

**(Exact Name of Registrant as Specified in Its Charter)**

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**000-32085**  
(Commission  
File Number)

**36-4392754**  
(IRS Employer  
Identification No.)

**222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654**  
(Address of Principal Executive Offices) (Zip Code)

**Registrant's Telephone Number, Including Area Code: (312) 506-1200**

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 2.02. Results of Operations and Financial Condition.**

On July 13, 2011, Allscripts Healthcare Solutions, Inc. (the “Company”) announced preliminary financial information for the three months ended June 30, 2011. Further details regarding this preliminary financial information are described in the press release issued by the Company on July 13, 2011, which information is furnished as Exhibit 99.1 hereto and incorporated herein by reference.

The information contained in, or incorporated into, Item 2.02, including the applicable portion of Exhibits 99.1 attached hereto, is being furnished and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any registration statement or other filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference to such filing.

**Item 5.02. Departure, election or appointment of directors or officers; compensatory arrangements of certain officers.**

On July 8, 2011, the Company and Eileen McPartland entered a Separation Agreement (the “Separation Agreement”) whereby Ms. McPartland resigns her employment effective July 15, 2011 (the “Termination Date”). Ms. McPartland generally will remain employed pursuant to the terms of her Employment Agreement with the Company dated June 1, 2009, as amended (the “Employment Agreement”), until the Termination Date. Following the Termination Date, she will receive severance benefits subject to her compliance with the terms of the Separation Agreement. The severance benefits include: payment of an amount equal to her base salary plus target annual performance bonus (\$1,200,000) and continuation of health and/or dental benefits at employee contribution rates over the 12 months following the Termination Date; additional vesting of certain restricted stock unit awards (“RSUs”), which will result in the vesting of 82,870 RSUs that will be issued as shares over the next year; vesting of Ms. McPartland’s unpaid cash award (\$400,000) and performance-based restricted shares (48,533 shares) granted pursuant to the Company’s Incentive Retention Plan; a lump sum cash payment (\$15,000); and a pro-rated annual bonus for 2011 subject to the achievement of performance measures and payable when such bonuses are paid to other Company executives. The payments and benefits described above are delayed, as applicable, to comply with the terms of the Separation Agreement and the requirements of Internal Revenue Code Section 409A.

To receive the benefits described above, Ms. McPartland must execute and deliver (without revoking) a release and waiver of claims for the benefit of the Company. Additionally, Ms. McPartland remains subject to restrictive covenants set forth in the Employment Agreement, which include restrictions against competition and solicitation of employees for one year following the Termination Date and regarding confidential information. Per the Separation Agreement, Ms. McPartland also agrees not to disparage the Company or its affiliates, directors or employees.

The foregoing description of the Separation Agreement is qualified in its entirety by reference to the full text of the Separation Agreement, which is filed as Exhibit 10.1 to this report and is incorporated herein by reference.

At the July 11, 2011 meeting of the Compensation Committee of the Board of Directors of the Company (the “Committee”), the Committee approved the terms of an amended and restated employment agreement (the “Restated Agreement”) for Diane K. Adams, Executive Vice President, Culture and Talent of the Company, which replaces the existing employment agreement between the Company and Ms. Adams dated August 17, 2009, as amended (the “Prior Agreement”).

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The term of the Restated Agreement is for one year beginning July 11, 2011, with automatic one-year renewals unless notice of termination by either Ms. Adams or the Company is given at least 90 days prior to the expiration of the term. The Restated Agreement increases Ms. Adams' annual base salary to \$450,000 and her annual target performance bonus opportunity (the "Target Bonus") to 100% of base salary. In addition, the Restated Agreement provides that, upon a termination by the Company without Cause or by Ms. Adams for Constructive Discharge (as such terms are defined in the Restated Agreement), Ms. Adams will receive severance payments equal to her base salary plus Target Bonus over 12 months following termination (compared to 12 months of continued base salary under the Prior Agreement), and 12 months' continued health and dental coverage at employee contribution rates and pro rata vesting of the current vesting tranche plus one additional year's vesting with respect to outstanding equity awards. The Restated Agreement also provides that if a Change of Control (as defined in the Restated Agreement) occurs and prior to such event Ms. Adams is not offered a Comparable Job (as defined in the Restated Agreement) by the Company (or its successor), then Ms. Adams will receive a lump sum payment equal to two times the value of her annual base salary plus Target Bonus and full vesting of outstanding equity awards (compared to one times the value of her annual base salary plus Target Bonus, full equity award vesting and termination of her employment within 10 days of the Change of Control under the Prior Agreement). Finally, if a termination by the Company without Cause or by Ms. Adams for Constructive Discharge occurs within two years after a Change of Control or within 180 days before a Change of Control and in connection with such event, the Restated Agreement provides that Ms. Adams will receive a lump sum payment equal to two times the value of her annual base salary plus Target Bonus (reduced by any payment made to her because she was not offered a Comparable Job as described above), 12 months of continued health and dental coverage and full vesting of outstanding equity awards. The Prior Agreement provided for a payment equal to one times base salary plus Target Bonus, 12 months of continued health and dental coverage and, with respect to outstanding equity awards, pro rata vesting of the current vesting tranche plus one additional year's vesting for a termination after a Change of Control. Any severance benefits are subject to Ms. Adams' execution and delivery of a general release and waiver of claims for the benefit of the Company. As with the Prior Agreement, Ms. Adams agrees to certain restrictive covenants, which include restrictions against competition and solicitation of employees during and for one year after employment and regarding confidential information.

The foregoing description of the Restated Agreement is qualified in its entirety by reference to the full text of the Restated Agreement, which is filed as Exhibit 10.2 to this report and is incorporated herein by reference.

**Item 8.01. Other Events.**

On July 13, 2011, the Company announced that each of Cliff Meltzer, Executive Vice President, Product Solutions, Stephen Shute, Executive Vice President, Sales, Jacqueline Studer, Senior Vice President and General Counsel, and John Guevara, Chief Information Officer, have joined (or, in the case of Mr. Shute, will join) the Company. Further details regarding these executives are contained in the press release issued by the Company on July 13, 2011.

**Item 9.01. Financial Statements and Exhibits.**

Exhibit No.

Exhibit 10.1      Separation Agreement dated as of July 8, 2011 between Eileen McPartland and Allscripts Healthcare Solutions, Inc.

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Exhibit 10.2 Amended and Restated Employment Agreement dated as of July 11, 2011 between Allscripts Healthcare Solutions, Inc. and Diane Adams  
Exhibit 99.1 Press Release dated July 13, 2011

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

Date: July 13, 2011

By: \_\_\_\_\_ /S/ WILLIAM J. DAVIS  
**William J. Davis**  
**Chief Financial Officer**

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**EXHIBIT INDEX**

<u>Exhibit No.</u>	
Exhibit 10.1	Separation Agreement dated as of July 8, 2011 between Eileen McPartland and Allscripts Healthcare Solutions, Inc.
Exhibit 10.2	Amended and Restated Employment Agreement dated as of July 11, 2011 between Allscripts Healthcare Solutions, Inc. and Diane Adams
Exhibit 99.1	Press Release dated July 13, 2011

**SEPARATION AGREEMENT**

This Separation Agreement (this "Agreement") is effective as of the 8th day of July, 2011 (the "Effective Date"), by and between Eileen McPartland ("Executive") and Allscripts Healthcare Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware (formerly known as Allscripts-Misys Healthcare Solutions, Inc., "Company"), concerning the termination of Executive's employment with Company. Terms used in this Agreement but not specifically defined herein shall have the same meaning as in the Employment Agreement (defined below).

WHEREAS, Company and Executive entered into an Employment Agreement dated June 1, 2009, as amended July 29, 2010 (collectively, the "Employment Agreement"), copies of which agreement and amendment are attached hereto as Exhibit A; and

WHEREAS, Company and Executive desire to set forth the terms of Executive's remaining employment with Company, her termination of employment, severance benefits, and other matters related thereto.

NOW, THEREFORE, in consideration of the foregoing premises, of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Termination Date. Executive's employment with Company will terminate effective as of the close of business on July 15, 2011 (the "Termination Date").

2. Employment Agreement. Executive's Employment Agreement remains in full force and effect until the Termination Date, except as modified by this Agreement. Through and including the Termination Date, Executive shall continue to receive her Base Salary as in effect on the Effective Date and to participate in any benefit plans or programs of Company provided or made available to Executive as of the Effective Date. As of the Effective Date, Executive expressly waives her right to any payment or benefits pursuant to Section 8 of the Employment Agreement ("Payment of Certain Expenses"), and such section is hereby deleted from the Employment Agreement.

3. Duties. Until the Termination Date, Executive shall serve as Company's Chief Operating Officer and have the duties and responsibilities, and perform such administrative and managerial services, as shall be reasonably delegated or assigned to Executive by the Chief Executive Officer of Company (the "CEO") or his delegate, which duties shall generally include, but not be limited to, the diligent and cooperative transition of Executive's duties to another or others as directed. Notwithstanding the foregoing, Company shall have the right to relieve Executive of any or all duties to be performed prior to the Termination Date.

4. Termination of Employment prior to Termination Date. If prior to the Termination Date Executive's employment with Company terminates pursuant to Section 4.1 or 4.2 of the Employment Agreement ("Termination upon Death or Disability of Executive" or "Termination by Company for Cause," respectively) or by Executive's voluntary resignation of employment (*i.e.*, a termination by Executive other than for Constructive Discharge), then this Agreement shall be void *ab initio* and the provisions of the Employment Agreement shall be in full force and effect and control the terms of such termination.

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5. Severance Benefits after the Termination Date. Executive's termination of employment shall be pursuant to Section 4.4 of the Employment Agreement ("Termination by Executive for Constructive Discharge"). Subject to Executive's compliance with the terms of this Agreement, including without limitation Sections 7, 8, 9, 10, 11 and 13 after the Termination Date, Executive shall receive:

(a) The payments and benefits set forth in Section 4.5.1 of the Employment Agreement, which are described and shall be paid or provided in accordance with Schedule 1 attached to this Agreement.

(b) In addition to the equity award vesting described in clause (iii) of Section 4.5.1 of the Employment Agreement, vesting of additional restricted stock units ("RSUs") as follows: 1,232 RSUs from the July 31, 2009 grants, and 24,617 RSUs from the November 26, 2010 grants, which shares related to such RSUs shall be delivered as set forth on Schedule 1.

(c) In accordance with the terms of the Company's Incentive Retention Plan (the "Retention Plan") and Executive's Retention Plan Participation Agreement dated June 16, 2010, Executive's cash and performance share awards granted pursuant to the Retention Plan shall fully vest and be paid or delivered as set forth on Schedule 1.

(d) A lump sum cash payment of \$15,000, to be paid to Executive within 30 days of the Termination Date.

(e) The 2011 Performance Bonus otherwise payable to Executive if she remained employed throughout 2011, subject to the level of achievement of applicable performance measures for such year, multiplied by a fraction, the numerator and denominator of which are 181 and 365, respectively, payable to Executive when the 2011 performance bonuses are paid to other senior executives of Company in 2012.

6. No Other Payments. Executive expressly acknowledges and agrees that, other than as specifically provided for in this Agreement, no additional payments or benefits are due from Company on any basis whatsoever.

7. Release. The benefits and terms provided under Section 5 of this Agreement are subject to Executive's execution of (without revocation) and delivery to Company by the fiftieth (50<sup>th</sup>) day following the Termination Date (but not before the Termination Date) of a release and waiver of all claims (the "Release") up to the date of the Release with such Release in the form attached hereto as Exhibit B.

8. Restrictive Covenants. Executive expressly acknowledges and agrees that Section 5 ("Noncompetition and Confidentiality") of the Employment Agreement remains in full force and effect as provided therein.

9. Return of Company Property. Executive represents and warrants that, on or before the Termination Date, Executive shall return to Company all Company property and



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information in any form (whether, paper, electronic media or otherwise), and not retain copies of any such property or information (excluding, however, information relating solely to Executive's own employment, compensation and benefits).

10. Non-Disparagement. Executive agrees not to make any adverse or disparaging comments about Company, its affiliates, or any of their respective officers, directors, managers or employees which impugn or injure their reputation, goodwill and relationships with their past, present and future customers, employees or vendors or with the business community generally. Nothing in this Section 10 is intended to prohibit, limit or prevent Executive from providing truthful testimony in a court of law, to a regulatory or law enforcement agency or pursuant to a properly issued subpoena, and such testimony would not be deemed to be a violation of this Section 10.

11. Cooperation. Executive agrees to cooperate, subject to reimbursement by Company of reasonable out-of-pocket costs and expenses, with Company and its counsel with respect to any matter (including any litigation, investigation or governmental proceeding) which relates to matters with which Executive was involved during her employment with Company. Such cooperation shall include appearing from time to time at the offices of Company or Company's counsel for conferences and interviews and in generally providing the officers of Company and its counsel with the full benefit of Executive's knowledge with respect to any such matter. Executive agrees to render such cooperation in a timely fashion and at such times as may be mutually agreeable to the parties.

12. Waiver of Any Re-Employment Right. Executive waives all interest in and right to reinstatement or re-employment with Company and any of its affiliates and agrees that any application for re-employment may be rejected without explanation or liability pursuant to this provision.

13. Nondisclosure. Executive shall not disclose or cause to be disclosed the terms of this Agreement or the negotiations leading to it to any person (other than to her spouse, attorneys or tax advisors, who shall also be bound by this nondisclosure provision), except pursuant to a lawful subpoena or as otherwise required by law.

14. Miscellaneous.

(a) Binding Effect. This Agreement shall be binding upon each of the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors and assigns.

(b) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions of any jurisdiction.

(c) Dispute Resolution. Executive expressly acknowledges and agrees that Section 10.9 ("Dispute Resolution and Arbitration") of the Employment Agreement remains in full force and effect.

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(d) Scope of Agreement. This Agreement and, as indicated, the Employment Agreement reflect the entire agreement between Executive and Company with respect to the terms and conditions of Executive's employment relationship with Company and the termination of such employment relationship and, except as specifically provided herein, supersede all prior agreements and understandings, written or oral relating to the subject matter hereof.

(e) Notices. Any notice pertaining to this Agreement shall be in writing and shall be given in accordance with Section 10.6 of the Employment Agreement.

(f) Waiver of Breach. The waiver by either party to this Agreement of a breach of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach by such party. Continuation of benefits hereunder by Company following a breach by Executive of any provision of this Agreement shall not preclude Company from thereafter exercising any right that it may otherwise independently have to terminate said benefits based upon the same violation.

(g) Amendment. This Agreement may not be modified or amended except by a writing signed by the parties to this Agreement.

(h) Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original. Any executed counterpart returned by facsimile or PDF shall be deemed an original executed counterpart.

(i) No Third Party Beneficiaries. Unless specifically provided herein, the provisions of this Agreement are for the sole benefit of the parties to this Agreement and are not intended to confer upon any person not a party to this Agreement any rights hereunder.

(j) Terms and Construction. Each party has cooperated in the drafting and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

(k) Admissions. Nothing in this Agreement is intended to be, or will be deemed to be, an admission of liability by Executive or Company to each other, or an admission that they or any of their agents, affiliates, or employees have violated any state, federal or local statute, regulation or ordinance or any principle of common law of any jurisdiction, or that they have engaged in any wrongdoing towards each other.

(l) Withholding. Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to applicable laws or regulations.

(m) Section 409A of the Code. Executive expressly acknowledges and agrees that Section 10.14 ("Section 409A of the Code") of the Employment Agreement remains in full force and effect and shall apply to this Agreement. Executive is a "specified employee" of Company and its affiliates (as defined in Treasury Regulation Section 1.409A-1(i)), and Executive is therefore subject to a delay in payment until the first day of the seventh month following the date of Executive's separation from service from Company (pursuant to Treasury Regulation Section 1.409A-3(i)(2)(ii)) to receive payments provided hereunder to the extent such amounts are subject to Section 409A.

*Signature page is the next page.*

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*Signature page to Separation Agreement.*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the Effective Date.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

/s/ Diane K. Adams

By: Diane K. Adams

Title: Executive Vice President, Culture and Talent

EXECUTIVE:

/s/ Eileen McPartland

Eileen McPartland

**SCHEDULE 1**

**CASH PAYMENTS**

<u>Amount Payable</u>	<u>Date[s] Payable</u>	<u>Comments</u>
\$ 600,000	Because Executive is a Specified Employee under Section 409A, pay in a lump sum on the first day of the seventh month after Executive's Termination Date (payment date of February 1, 2012).	Constituting the first six months of payments required by Section 4.5.1(i) of the Employment Agreement, which are deferred in compliance with Section 409A of the Internal Revenue Code.
\$ 600,000	Pay in six equal monthly installments on the monthly anniversary of the Termination Date beginning after the first day of the seventh month after Executive's Termination Date.	Constituting the second six months of the payments required by Section 4.5.1(i) of the Employment Agreement.
\$ 400,000	Because Executive is a Specified Employee under Section 409A, pay in a lump sum on the first day of the seventh month after Executive's Termination Date (payment date of February 1, 2012).	Constituting the unpaid portion of Executive's cash award of the Retention Plan, which is deferred in compliance with Section 409A of the Internal Revenue Code.

**BENEFITS CONTINUATION**

<u>Benefits Description</u>	<u>Continuation Period</u>
Subject to this Agreement and Section 4.5.1(ii) of the Employment Agreement, continuation of Executive's enrollment in health and/or dental insurance benefits immediately prior to the Termination Date, with Executive contributing to such benefits as if she were employed by Company.	Until the earlier of: (i) the end of the 12-month period following the Termination Date ( <i>i.e.</i> , through July 15, 2012); or (ii) Executive's failure to make a required contribution within 10 days of written notice; or (iii) the date on which Executive becomes eligible to receive comparable benefits from a subsequent employer.

**RESTRICTED STOCK UNIT (“RSU”) VESTING AND FORFEITURE**

<u>Award</u>	<u>Vesting Per Sec. 4.5.1(iii) of Employment Agreement or Award</u>	<u>Delivery of Shares</u>	<u>Additional Vesting per this Agreement</u>	<u>Delivery of Shares</u>	<u>RSUs Forfeited from Award</u>
7/31/09 RSU Grant (58,039 granted)	27,788	February 1, 2012	1,232	July 31, 2012	14,759
7/31/09 Perf.-Based RSU Grant (58,466 granted)	29,233	February 1, 2012	0	N/A	0
11/26/2010 RSU Grant (68,299 granted)	0	N/A	17,075	February 1, 2012	51,224
11/26/2010 Grant (30,165 granted)	0	N/A	7,542	February 1, 2012	22,623
RSUs Granted in 2011—Forfeited	0	N/A	0	N/A	All

**RETENTION PLAN PERFORMANCE-BASED RESTRICTED SHARES**

<u>Grant Date</u>	<u>Number of Shares Vested as of Termination Date</u>	<u>Delivery of Shares</u>
7/30/2010	48,533	On the 60th day following the Termination Date (September 13, 2011).

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**EXHIBIT A**

**EMPLOYMENT AGREEMENT AND AMENDMENT**

**(Dated June 1, 2009 and July 29, 2010)**

[See Exhibit 10.1 to the Company's Current Report on Form 8-K/A filed with the SEC on August 11, 2009 and Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the SEC on August 2, 2010.]

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**EXHIBIT B**  
**GENERAL RELEASE**

WHEREAS, this General Release (this "Release") is given by Eileen McPartland ("Executive") on the date indicated below at Executive's signature, pursuant to the Separation Agreement between Allscripts Healthcare Solutions, Inc. (the "Company") and Executive dated as of July 8, 2011 (the "Agreement"); and

WHEREAS, in consideration for the payments and benefits provided by Company to Executive under the Agreement, which are conditioned upon her execution of a release and waiver of claims for the benefit of Company, Executive agrees to execute this Release.

NOW THEREFORE, in consideration of the mutual covenants contained under the Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Executive agrees as follows:

1. In exchange for the benefits described in the Agreement, Executive hereby agrees to WAIVE any and all rights in connection with, and to fully RELEASE and forever discharge Company and its predecessors, parents, subsidiaries, divisions, related or affiliated companies, benefit plans, plan administrators and other plan fiduciaries, officers, directors, stockholders, members, employees, heirs, successors, assigns, representatives, agents and counsel (the "Released Parties") from any and all torts, contracts, claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, attorneys' fees, and compensation in any form whatsoever, whether now known or unknown, in law or in equity, which Executive has or ever had (from the beginning of time through and including the date hereof) against any of the Released Parties, including without limitation on account of or in any way arising out of, relating to or in connection with Executive's employment by or separation of employment from any of the Released Parties, and any and all claims for damages or injury to any entity, person, property or reputation arising therefrom, claims for wages, employment benefits, tort claims and claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the Americans with Disabilities Act of 1990 and any other federal, state or local law, statute, ordinance, guideline, regulation, order or common-law principle of any state relating to employment, employment contracts, wrongful discharge or any other matter; provided, however, that the foregoing waiver and release shall not apply to Executive's rights in respect of any benefit or claim to which Executive is entitled under employee pension or welfare benefit plans and programs of the Released Parties in which Executive is a participant prior to the date below, or to Executive's rights to enforce the Agreement.

2. **Release of Age Discrimination Claims**. In further consideration of the promises made by Company in the Agreement, Executive specifically WAIVES any and all rights in connection with, and fully RELEASES and forever discharges the Released Parties from, any and all torts, contracts, claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, attorneys' fees, and compensation in any form whatsoever, whether now known or unknown, in law or in equity, which Executive has or ever had (from the beginning of time

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through and including the date hereof) against any of the Released Parties, arising under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Sec. 621, *et seq.* (“ADEA”). Executive further agrees that:

(a) Executive’s waiver of rights under this Release is knowing and voluntary and in compliance with the Older Workers Benefit Protection Act of 1990;

(b) Executive understands the terms of this Release;

(c) the consideration provided in the Agreement represents consideration over and above that to which Executive otherwise would be entitled, that the consideration would not have been provided had Executive not signed this Release, and that the consideration is in exchange for the signing of this Release;

(d) Company is hereby advising Executive in writing to consult with Executive’s attorney prior to executing this Release;

(e) Company is giving Executive a period of at least forty-five (45) days within which to consider this Release;

(f) following the execution of this Release Executive has seven (7) days in which to revoke this Release by written notice. To be effective, the revocation must be made in writing and delivered to and received by the President, Allscripts Healthcare Solutions, Inc., 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654, no later than 4:00 p.m. on the seventh day after Executive executes this Release. An attempted revocation not actually received by the President before the revocation deadline will not be effective; and

(g) this entire Release shall be void and of no force and effect if Executive chooses to so revoke, and, if Executive chooses not to so revoke, this Release shall then become fully effective and enforceable.

This Section 2 does not waive rights or claims that may arise under the ADEA after the date Executive signs this Release. In addition, nothing in this Release shall in any way affect Executive’s right to indemnification and expense advancement to the extent provided by Company’s operating agreement or other applicable policies; provided, however, that Company shall not be liable, and shall not provide a defense and indemnification for any claim wherein Executive has not satisfied the applicable standard of conduct set forth in such operating agreement or other applicable policies, or wherein Executive has committed any acts of fraud, embezzlement or gross misconduct.

### **3. Proceedings; No Admissions.**

(a) Executive hereby represents and warrants that he has no pending claims against any of the Released Parties with any municipal, state, federal or other governmental or nongovernmental entity. Notwithstanding anything to the contrary, this Release shall not prevent Executive from (A) initiating or causing to be initiated on Executive’s behalf any complaint, charge, claim or proceeding against any of the Released Parties before any local, state or federal agency, court or other body challenging the validity of the waiver of Executive’s claims under



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the ADEA contained in this Release (but no other portions of the waivers and releases described in Sections 1 or 2); or (B) initiating or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission with respect to the ADEA.

(b) Both parties acknowledge and agree that this Release does not constitute, is not intended to be, and shall not be construed, interpreted or treated in any respect as, and shall not be admissible in any proceeding as, an admission of liability, error, violation, omission or wrongdoing by either party for any purpose whatsoever. Further, both parties acknowledge and agree that there has been no determination that either party has violated any federal, state or local law, statute, ordinance, guideline, regulation, order or common-law principle. Executive further acknowledges that no precedent, practice, policy or usage shall be established by this Release or the offer to Executive of compensation and benefits in the Agreement.

4. **Effect of Claim.** Executive also understands and agrees that in the event Executive, by himself, or in conjunction with Executive's heirs, spouse, family members, executors, or administrators attempt to institute or do institute any charge, claim, suit or action against any of the Released Parties in violation of this Release, Executive shall be obligated, as an express condition of bringing such action, to tender back to Company the full amount of the compensation and benefits that Executive has received under the Agreement; and Executive further agrees that Executive will pay all of the Released Parties' costs, expenses and fees of defending against such action, including, among other things, reasonable attorneys' fees. The immediately prior sentence does not apply to claims under ADEA or to challenge the release of ADEA claims under this Release; provided, however, nothing in this Release is intended to reflect any party's belief that Executive's waiver of claims under ADEA is invalid or unenforceable under this Release, it being the intent of Executive and Company that such claims are waived. This Section 4 does not grant Executive an option to return the money and institute an action. Instead this paragraph merely creates an additional term and condition precedent to bringing an action regardless of the fact that such action is expressly barred by this Release, and is without merit.

IN WITNESS WHEREOF, Executive has executed and delivered this Release on the date set forth below.

Date: \_\_\_\_\_

\_\_\_\_\_  
Eileen McPartland

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

**THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this “**Agreement**”) is made as of this 11th day of July, 2011 (the “**Effective Date**”), by and between Allscripts Healthcare Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware (“**Company**”), and Diane Adams (“**Executive**”).

**RECITALS**

**WHEREAS**, Company and Executive entered into an Employment Agreement dated August 17, 2009, as amended (the “Original Employment Agreement”); and

**WHEREAS**, Executive currently serves as Executive Vice President, Culture and Talent of Company; and

**WHEREAS**, Company desires to continue to employ Executive in such position and amend and restate certain provisions of the Original Employment Agreement; and

**WHEREAS**, Executive desires to continue to be employed by Company in the aforesaid capacity subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing premises, of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

**1. Employment.**

Company hereby agrees to continue to employ Executive, and Executive hereby accepts such continued employment, as Executive Vice President, Culture and Talent of Company, pursuant to the terms of this Agreement. Executive shall have the duties and responsibilities and perform such administrative and managerial services of that position as are set forth in the bylaws of Company or as shall be delegated or assigned to Executive by the Chief Executive Officer of Company (the “**CEO**”) from time to time. Executive shall carry out Executive’s responsibilities hereunder on a full-time basis for and on behalf of Company; provided that Executive shall be entitled to devote time to outside boards of directors, personal investments, civic and charitable activities, and personal education and development, so long as such activities do not interfere with or conflict with Executive’s duties hereunder. Notwithstanding the foregoing, Executive agrees that, during the term of this Agreement, Executive shall not act as an officer of any entity other than Company without the prior written consent of Company.

**2. Term.**

The term of Executive’s employment by Company under this Agreement (the “**Employment Period**”) shall commence on the Effective Date and shall continue in effect

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through the first anniversary of the Effective Date, unless earlier terminated as provided herein. Thereafter, unless Company or Executive shall elect not to renew the Employment Period upon the expiration of the initial term or any renewal term, which election shall be made by providing written notice of nonrenewal to the other party at least ninety (90) days prior to the expiration of the then current term, the Employment Period shall be extended for an additional twelve (12) months. If Company elects not to renew the Employment Period at the end of the initial term or any renewal term, such nonrenewal shall be treated as a termination of the Employment Period and Executive's employment without Cause by Company for the limited purpose of determining the payments and benefits available to Executive (i.e., Executive shall be entitled to the severance/benefits set forth in Section 4.5.1). If Executive elects not to renew the Employment Period, the same shall constitute a termination of Executive's employment and the Employment Period by Executive without Constructive Discharge, and Executive shall only be entitled to the payments and benefits set forth in Section 4.5.3.

### **3. Compensation and Benefits.**

In consideration for the services Executive shall render under this Agreement, Company shall provide or cause to be provided to Executive the following compensation and benefits:

**3.1 Base Salary.** During the Employment Period, Company shall pay to Executive an annual base salary at a rate of \$450,000 per annum, subject to all appropriate federal and state withholding taxes, which base salary shall be payable in accordance with Company's normal payroll practices and procedures. Executive's base salary shall be reviewed annually by the CEO, who shall recommend any increases to the Compensation Committee (the "**Compensation Committee**") of the Board of Directors of Company (the "**Board**"), and may be increased in the sole discretion of the Board or Compensation Committee based on Executive's performance during the preceding calendar year. Executive's base salary, as such base salary may be increased hereunder, is hereinafter referred to as the "**Base Salary**."

### **3.2 Performance Bonus.**

**3.2.1** Executive shall be eligible to receive cash bonuses in accordance with this Section 3.2 (each a "**Performance Bonus**"). The amount and payment of any Performance Bonus shall be subject to a recommendation by the CEO to the Compensation Committee, and such Performance Bonus shall be determined in the sole discretion of, and based upon criteria selected by, the Compensation Committee. Subject to the foregoing exercise of discretion, Executive's annual target Performance Bonus shall be 100% of Executive's Base Salary (the "**Target Performance Bonus**"), but may, based on performance, be less than or exceed such amount. Performance Bonuses shall be paid according to the terms of the bonus plan or program in which Executive participates from time to time.

**3.3 Benefits.** During the Employment Period and as otherwise provided hereunder, Executive shall be entitled to the following:

**3.3.1 Vacation.** Executive shall be entitled to participate in the Company's vacation policy for similarly-situated employees.

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**3.3.2 Participation in Benefit Plans.** Executive shall be entitled to health and/or dental benefits, including immediate coverage for Executive and Executive's eligible dependents, which are generally available to similarly situated employees and as provided by Company in accordance with its group health insurance plan coverage. In addition, Executive shall be entitled to participate in any profit sharing plan, retirement plan, group life insurance plan or other insurance plan or medical expense plan maintained by Company for its salaried employees generally, in accordance with the general eligibility criteria therein.

**3.4 Expenses.** Company shall reimburse Executive for proper and necessary expenses incurred by Executive in the performance of Executive's duties under this Agreement from time to time upon Executive's submission to Company of invoices of such expenses in reasonable detail and subject to all standard policies and procedures of Company with respect to such expenses.

**3.5 Stock Awards.** Executive shall be eligible to participate in any applicable stock bonus, stock option, or similar plan implemented by Company and generally available to its senior executive employees. The amount of any awards made thereunder shall be in the sole discretion of the Board or Compensation Committee.

**3.6 Payment upon a Change of Control with No Comparable Job.** If a Change of Control occurs, and, prior to the Change of Control, Company or representatives of the third party effecting the Change of Control (as applicable) do not offer Executive a Comparable Job following the Change of Control, then, so long as Executive has remained continuously employed from the Effective Date through the date of the Change of Control, whether or not Executive continues to be employed by Company or a successor to Company following the Change of Control, then: (i) all unvested equity awards held by Executive shall fully vest upon the Change of Control, and (ii) Company shall pay Executive, within ten (10) days following the Change of Control, a lump sum equal to two (2) times the sum of Executive's Base Salary and Target Performance Bonus. The term "**Comparable Job**" means employment following the Change of Control (x) with substantially the same duties and responsibilities as were held by Executive prior to the Change of Control, (y) at the same location at which Executive provides services prior to the Change of Control or a location within fifty (50) miles of such location and (z) at the same or increased Base Salary and Target Performance Bonus levels as were in effect prior to the Change of Control.

**4. Termination of the Services Prior To Expiration of Agreement.** Executive's employment hereunder and the Employment Period may be terminated at any time as follows (the effective date of such termination hereinafter referred to as the "**Termination Date**");

**4.1 Termination upon Death or Disability of Executive.**

**4.1.1** Executive's employment hereunder and the Employment Period shall terminate immediately upon the death of Executive. In such event, all rights of Executive and/or Executive's estate (or named beneficiary) shall cease except for the right to receive payment of the amounts set forth in Section 4.5.4 of the Agreement.

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**4.1.2** Company may terminate Executive's employment hereunder and the Employment Period upon the disability of Executive. For purposes of this Agreement, Executive shall be deemed to be "disabled" if Executive, as a result of illness or incapacity, shall be unable to perform substantially Executive's required duties for a period of three (3) consecutive months or for any aggregate period of three (3) months in any six (6) month period. In the event of a dispute as to whether Executive is disabled, Company may refer Executive to a licensed practicing physician of Company's choice, and Executive agrees to submit to such tests and examination as such physician shall deem appropriate to determine Executive's capacity to perform the services required to be performed by Executive hereunder. In such event, the parties hereby agree that the decision of such physician as to the disability of Executive's shall be final and binding on the parties. Any termination of the Employment Period under this Section 4.1.2 shall be effected without any adverse effect on Executive's rights to receive benefits under any disability policy of Company, but shall not be treated as a termination without Cause.

**4.2 Termination by Company for Cause.** Company may terminate Executive's employment hereunder and the Employment Period for Cause (as defined herein) upon written notice to Executive, which termination shall be effective on the date specified by Company in such notice; provided, however, that Executive shall have a period of ten (10) days (or such longer period not to exceed thirty (30) days as would be reasonably required for Executive to cure such action or inaction) after the receipt of the written notice from Company to cure the particular action or inaction, to the extent a cure is possible. For purposes of this Agreement, the term "Cause" shall mean:

**4.2.1** the willful or grossly negligent failure by Executive to perform Executive's duties and obligations hereunder in any material respect, other than any such failure resulting from the disability of Executive;

**4.2.2** Executive's conviction of a crime or offense involving the property of Company, or any crime or offense constituting a felony or involving fraud or moral turpitude; provided that, in the event that Executive is arrested or indicted for a crime or offense related to any of the foregoing, then Company may, at its option, place Executive on paid leave of absence, pending the final outcome of such arrest or indictment;

**4.2.3** Executive's violation of any law, which violation is materially and demonstrably injurious to the operations or reputation of Company; or

**4.2.4** Executive's material violation of any generally recognized policy of Company or Executive's refusal to follow the lawful directions of the Chief Executive Officer, or Executive's insubordination to Executive's supervisor.

**4.3 Termination without Cause.** Either party may terminate Executive's employment and the Employment Period without Cause upon thirty (30) days' prior written notice to the other party. Upon termination of Executive's employment with Company for any reason, Executive shall be deemed to have resigned from all positions with the other members of Company and its subsidiaries (provided, that any such deemed resignations shall not affect Executive's entitlement (if any) to severance pay and benefits hereunder).

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#### **4.4 Termination by Executive for Constructive Discharge.**

**4.4.1** Executive may terminate Executive's employment and the Employment Period, in accordance with the process set forth below, as a result of a Constructive Discharge. For purposes of this Agreement "**Constructive Discharge**" shall mean the occurrence of any of the following after the Effective Date:

- (i) a failure of Company to meet its obligations in any material respect under this Agreement, including, without limitation, (x) any reduction in the Base Salary or (y) any failure to pay the Base Salary (other than, in the case of clause (y), the inadvertent failure to pay a de minimis amount of the Base Salary, which payment is immediately made by Company upon notice from Executive);
- (ii) a material diminution in or other substantial adverse alteration in the nature or scope of Executive's responsibilities with Company from those in effect on the Effective Date (excluding, for this purpose, changes following a Change of Control (x) to Executive's reporting responsibilities and (y) arising by reason of Company ceasing to be a public company); or
- (iii) Executive has been asked to relocate Executive's principal place of business to a location that is more than fifty (50) miles from Company's offices located in Raleigh, North Carolina.

**4.4.2** For purposes of this Agreement, a "**Change of Control**" shall mean any one of the following events following the Effective Date:

- (i) the date of acquisition by any person or group other than Company or any subsidiary of Company (and other than any employee benefit plans (or related trust) of Company or any of its subsidiaries) of beneficial ownership of securities possessing more than thirty percent (30%) of the total combined voting power of Company's then outstanding voting securities which generally entitle the holder thereof to vote for the election of directors ("**Voting Power**"), provided, however, that no Change of Control shall be deemed to have occurred solely by reason of any such acquisition by a corporation with respect to which, after such acquisition, more than sixty percent (60%) of the then outstanding shares of common stock of such corporation and the Voting Power of such corporation are then beneficially owned, directly or indirectly, by the persons who were the beneficial owners of the stock and Voting Power of Company immediately before such acquisition, in substantially the same proportions as their ownership immediately before such acquisition; or
- (ii) the date the individuals who constitute the Board as of immediately following the Effective Date (the "**Incumbent Board**") cease for any reason other than their deaths to constitute at least a majority of the Board; provided that any individual who becomes a director after the Effective

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Date whose election or nomination for election by Company's stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered, for purposes of this Section, as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of Company (as such terms are used in Rule 14a-11 under the 1934 Act (defined below)); or

- (iii) Company effects (a) a merger or consolidation of Company with one or more corporations or entities, as a result of which the holders of the outstanding Voting Stock of Company immediately prior to such merger, reorganization or consolidation hold less than 50% of the Voting Power of the surviving or resulting corporation or entity immediately after such merger or consolidation; (b) a liquidation or dissolution of Company; or (c) a sale or other disposition of all or substantially all of the assets of Company other than to an entity of which Company owns at least 50% of the Voting Power.

**4.4.3** For purposes of the foregoing definition, the terms "beneficially owned" and "beneficial ownership" and "person" shall have the meanings ascribed to them in SEC rules 13d-5(b) under the 1934 Act, and "group" means two or more persons acting together in such a way to be deemed a person for purposes of Section 13(d) of the 1934 Act. Further, notwithstanding anything herein to the contrary, the definition of Change of Control set forth herein shall not be broader than the definition of "change in control event" as set forth under Section 409A of the Code, and the guidance promulgated thereunder, and if a transaction or event does not otherwise fall within such definition of change in control event, it shall not be deemed a Change of Control for purposes of this Agreement.

**4.4.4** In the event of the occurrence of a Constructive Discharge, Executive shall have the right to terminate Executive's employment hereunder and receive the benefits set forth in Section 4.5.1 below, upon delivery of written notice to Company no later than the close of business on the sixtieth (60th) day following the effective date of the Constructive Discharge; provided, however, that such termination shall not be effective until the expiration of thirty (30) days after receipt by Company of such written notice if Company has not cured such Constructive Discharge within the 30-day period. If Company so effects a cure, the Constructive Discharge notice shall be deemed rescinded and of no force or effect. Notwithstanding the foregoing, such notice and lapse of time shall not be required with respect to any event or circumstance which is the same or substantially the same as an event or circumstance with respect to which notice and an opportunity to cure has been given within the previous six (6) months. The Termination Date of a Constructive Discharge shall be the date of the Executive's "separation from service" (within the meaning of Treas. Reg. Section 1.409A-1(h)).

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**4.5 Rights upon Termination.** Upon termination of Executive's employment and the Employment Period, the following shall apply:

**4.5.1 Termination by Company Without Cause or for Constructive Discharge.** If Company terminates Executive's employment and the Employment Period without Cause, or if Executive terminates Executive's employment and the Employment Period as a result of a Constructive Discharge, in each case either (x) prior to a Change of Control, or (y) after the second anniversary of a Change of Control, Executive shall be entitled to receive payment of any Base Salary amounts that have accrued but have not been paid as of the Termination Date, and the unpaid Performance Bonus, if any, with respect to the calendar year preceding the calendar year in which the Termination Date occurs (such Performance Bonus, if any, to be determined in the manner that it would have been determined, and payable at the time it would have been payable, under Section 3.2 had there been no termination of the Employment Period). In addition, subject to Sections 4.5.2 and 4.7, below, Company shall, subject to Section 7.14, be obligated to pay Executive (or provide Executive with) the following benefits as severance:

- (i) an amount equal to Executive's Base Salary plus Executive's Target Performance Bonus, payable in twelve (12) equal monthly installments commencing on the Termination Date, such amount to be payable regardless of whether Executive obtains other employment and is compensated therefor (but only so long as Executive is not in violation of Section 5 hereof) (with the first two installments to be paid on the sixtieth (60th) day following the Termination Date and the remaining ten (10) installments being paid on the ten following monthly anniversaries of such date);
- (ii) continuation of Executive's then current enrollment (including family enrollment, if applicable) in all health and/or dental insurance benefits set forth in Section 3.3.2 for a period of twelve (12) months following the Termination Date, with Executive's contribution to such plans as if Executive were employed by Company, such contributions to be paid by Executive in the same period (e.g., monthly, bi-weekly, etc.) as all other employees of Company; provided, however that Company may terminate such coverage if payment from Executive is not made within ten (10) days of the date on which Executive receives written notice from Company that such payment is due; and provided, further, that such benefits may be discontinued earlier to the extent that Executive becomes entitled to comparable benefits from a subsequent employer; and
- (iii) upon the Termination Date (or, for awards subject to the satisfaction of a performance condition, subject to the satisfaction of such performance condition and upon the satisfaction of such performance condition, and based on the level of performance achieved) a portion of any unvested stock option, restricted stock unit or other equity award granted to Executive shall vest, which portion shall be the number of shares equal to (a) plus (b) (such sum not to exceed the number of shares that result in the full vesting of any such award) as follows:
  - (a) the number of shares that would have vested to Executive per the applicable award as of the one-year anniversary of the Termination Date had Executive remained continuously employed by Company through such date; plus



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(b) the number of shares resulting from the following formula: (x) the number of shares of such award that would vest on the normal vesting date of such award, multiplied by (y) a fraction, the numerator of which is the number of days elapsed since the last regular vesting date of such award (or the grant date, if no portion of such award has yet vested), and the denominator of which is the number of days between the last regular vesting date (or grant date, as the case may be) and the normal vesting date.

**4.5.2 Severance Upon Termination following a Change of Control.** If, within the period beginning on the date of a Change of Control through the second anniversary of the Change of Control, Executive terminates Executive's employment and the Employment Period pursuant to Section 4.4 or Company terminates Executive's employment pursuant to Section 4.3, then Executive shall, subject to Section 4.7, receive the payment and benefits provided in Section 4.5.1; provided, however, that (A) in place of the twelve (12) monthly payments provided for in Section 4.5.1(i), Executive shall receive a lump sum amount of cash equal to two (2) times the sum of (x) Executive's Base Salary plus (y) Executive's Target Performance Bonus, with such lump sum paid on the sixtieth (60th) day following the Termination Date, such amount reduced by any payment received by Executive pursuant to Section 3.6, and (B) in place of the equity vesting provided for in Section 4.5.1(iii), all unvested equity awards held by Executive shall vest upon the Termination Date.

Anything in this Agreement to the contrary notwithstanding, if (A) a Change of Control occurs, (B) Executive's employment with Company is terminated by Company without Cause or if Executive terminates her employment as a result of a Constructive Discharge, in either case within one hundred eighty (180) days prior to the date on which the Change of Control occurs, and (C) it is reasonably demonstrated by Executive that such termination of employment or events constituting Constructive Discharge was (x) at the request of a third party who had taken steps reasonably calculated to effect a Change of Control or (y) otherwise arose in connection with or in anticipation of a Change of Control, then for all purposes of this Agreement such Change of Control shall be deemed to have occurred during the Employment Period and the Termination Date shall be deemed to have occurred after the Change of Control, so that Executive is entitled to the vesting and other benefits provided by this Section 4.5.2. If Executive is entitled to additional vesting of any equity awards that were cancelled as a result of Executive's termination of employment prior to the Change of Control, Company or its successor shall deliver to Executive the consideration Executive would have received in the Change of Control had the cancelled equity awards been outstanding and vested at the time of the Change of Control. Any additional amounts due Executive as a result of the application of this paragraph to a termination prior to a Change of Control shall be paid to Executive under this Section 4.5.2. in a lump sum on the sixtieth (60th) day following the Change of Control.

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**4.5.3 Termination With Cause by Company or Without Constructive Discharge by Executive.** If Company terminates Executive's employment and the Employment Period with Cause, or if Executive terminates Executive's employment and the Employment Period other than as a result of a Constructive Discharge, Company shall be obligated to pay Executive (i) any Base Salary amounts that have accrued but have not been paid as of the Termination Date; and (ii) subject to Section 7.14, the unpaid Performance Bonus, if any, with respect to the calendar year preceding the calendar year in which the Termination Date occurs (such Performance Bonus, if any, to be determined in the manner it would have been determined, and payable at the time it would have been payable, under Section 3.2 had there been no termination of the Employment Period).

**4.5.4 Termination Upon Death or Disability.** If Executive's employment and the Employment Period are terminated because of the death or disability of Executive, Company shall, subject to Section 7.14, be obligated to pay Executive or, if applicable, Executive's estate, the following amounts: (i) earned but unpaid Base Salary; and (ii) the unpaid Performance Bonus, if any, with respect to the calendar year preceding the calendar year in which the Termination Date occurs (such Performance Bonus, if any, to be determined in the manner it would have been determined, and payable at the time it would have been payable, under Section 3.2 had there been no termination of the Employment Period).

**4.6 Effect of Notice of Termination.** Any notice of termination by Company, whether for Cause or without Cause, may specify that, during the notice period, Executive need not attend to any business on behalf of Company.

**4.7 Requirement of a Release; Exclusivity of Severance Payments under this Agreement.** As a condition to the receipt of the severance payments and termination benefits to be provided to Executive pursuant to this Section 4 upon termination of Executive's employment, Executive shall execute and deliver to Company a general release of employment claims against Company and its affiliates in a form reasonably satisfactory to Company within forty-five (45) days following the Termination Date (provided, that Executive shall not be required to release any rights under this Agreement). In addition, the severance payments and termination benefits to be provided to Executive pursuant to this Section 4 upon termination of Executive's employment shall constitute the exclusive payments in the nature of severance or termination pay or salary continuation which shall be due to Executive upon a termination of employment and shall be in lieu of any other such payments under any severance plan, program, policy or other arrangement which has heretofore been or shall hereafter be established by Company or any of its affiliates.

## **5. Noncompetition and Confidentiality.**

**5.1 Covenant Not to Compete.** During the Employment Period and for a period of one (1) year after the expiration or earlier termination of the Employment Period, Executive shall not, (i) directly or indirectly act in concert or conspire with any person employed by Company or any of its subsidiaries in order to engage in or prepare to engage in or to have a financial or other interest in any business which is a Direct Competitor (as defined below); or (ii) serve as an employee, agent, partner, shareholder, director or consultant for, or in any other capacity participate, engage or have a financial or other interest in any business which is a Direct

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Competitor (provided, however, that notwithstanding anything to the contrary contained in this Agreement, Executive may own up to two percent (2%) of the outstanding shares of the capital stock of a company whose securities are registered under Section 12 of the Securities Exchange Act of 1934, as amended (the “1934 Act”). For purposes of this Agreement, the term “**Direct Competitor**” shall mean any person or entity engaged in the business of marketing or providing within the continental United States prescription products or services for pharmacy benefit management products or services, including, without limitation, (i) prepackaged prescription products or services, (ii) point of care pharmacy dispensing systems, (iii) point of care decision support software for physicians, (iv) mail service pharmacy products or services, (v) pharmaceuticals or pharmaceutical delivery systems, (vi) electronic medical record, or practice management software, or revenue cycle management software for ambulatory or acute care environments, (vii) departmental solutions for hospitals (including, without limitation, emergency department, surgical systems, pharmacy or laboratory systems), homecare, home health or hospice support software, (viii) analytics solutions provided to healthcare organizations, (ix) system hosting or outsourcing services for healthcare organizations, and (x) electronic processing of healthcare transactions.

**5.2 No Solicitation of Employees.** During the Employment Period and for a period of one (1) year following the expiration or earlier termination of the Employment Period for any reason, Executive shall not, directly or indirectly, whether for its own account or for the account of any other individual or entity, (i) employ, hire or solicit for employment, or attempt to employ, hire or solicit for employment, any Employee (as defined below), (ii) divert or attempt to divert, directly or indirectly, or otherwise interfere in a material fashion with or circumvent the relationship of Company or any of its subsidiaries with, any Employees, or (iii) induce or attempt to induce, directly or indirectly, any Employee to terminate their employment or other business relationship with Company or any of its subsidiaries. For purposes of this Section 5.2, “**Employee**” shall mean any person who is or was employed by Company or any of its subsidiaries during the Employment Period; provided, however, that “**Employee**” shall not include any person (a) whose employment with Company or a subsidiary of Company was terminated by Company or such subsidiary without cause, or (b) who was not employed by Company or any of its subsidiaries at any time during the six (6) month period immediately prior to the Termination Date.

**5.3 Confidential Information.** Company has advised Executive, and Executive acknowledges, that it is the policy of Company to maintain as secret and confidential all Protected Information (as defined below), and that Protected Information has been and will be developed at substantial cost and effort to Company and its subsidiaries. Executive shall not at any time, directly or indirectly divulge, furnish or make accessible to any person, firm, corporation, association or other entity (otherwise than as may be required in the regular course of Executive’s employment), nor use in any manner, either during the Employment Period or after the termination of the Employment Period for any reason, any Protected Information, or cause any such information of Company or any of its subsidiaries to enter the public domain, except as required by law or court order. “**Protected Information**” means trade secrets, confidential and proprietary business information of Company, and any other information of Company or any of its subsidiaries, including, without limitation, customer lists (including potential customers), sources of supply, processes, plans, materials, pricing information, internal memoranda, marketing plans, internal policies, and products and services which may be

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developed from time to time by Company or any of its subsidiaries and the agents or employees of any of them, including Executive; provided, however, that information that is in the public domain (other than as a result of a breach of this Agreement), approved for release by Company or a subsidiary (as applicable) or lawfully obtained from third parties who are not bound by a confidentiality agreement with Company or any of its subsidiaries, is not Protected Information.

**5.4 Injunctive Relief.** Executive acknowledges and agrees that the restrictions imposed upon him by this Section 5 and the purpose for such restrictions are reasonable and are designed to protect the Protected Information and the continued success of Company without unduly restricting Executive's future employment by others. Furthermore, Executive acknowledges that in view of the Protected Information of Company and its subsidiaries which Executive has or will acquire or has or will have access to and the necessity of the restriction contained in this Section 5, any violation of the provisions of this Section 5 would cause irreparable injury to Company and its successors in interest with respect to the resulting disruption in their operations. By reason of the foregoing, Executive consents and agrees that if Executive violates any of the provisions of this Section 5, Company and its successors in interest, as the case may be, shall be entitled, in addition to any other remedies that they may have, including monetary damages, to an injunction to be issued by a court of competent jurisdiction, restraining Executive from committing or continuing any violation of this Section 5.

**6. No Set-Off or Mitigation.** Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which Company may have against Executive or others. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and, except as otherwise provided herein, such amounts shall not be reduced whether or not Executive obtains other employment.

**7. Miscellaneous.**

**7.1 Valid Obligation.** This Agreement has been duly authorized, executed and delivered by Company and has been duly executed and delivered by Executive and is a legal, valid and binding obligation of Company and of Executive, enforceable in accordance with its terms.

**7.2 No Conflicts.** Executive represents and warrants that the performance by Executive of Executive's duties hereunder will not violate, conflict with, or result in a breach of any provision of any agreement to which Executive is a party.

**7.3 Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without reference to Illinois' choice of law statutes or decisions.

**7.4 Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of any other provision. In the event any clause of this Agreement is deemed to be invalid, the parties shall endeavor to modify that clause in a manner which carries out the intent of the parties in executing this Agreement.

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**7.5 No Waiver.** The waiver of a breach of any provision of this Agreement by any party shall not be deemed or held to be a continuing waiver of such breach or a waiver of any subsequent breach of any provision of this Agreement or as nullifying the effectiveness of such provision, unless agreed to in writing by the parties.

**7.6 Notices.** All demands, notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by facsimile machine (with a confirmation copy sent by one of the other methods authorized in this Section), or by commercial overnight delivery service, to the parties at the addresses set forth below:

To Company:           Allscripts Healthcare Solutions, Inc.  
                              222 Merchandise Mart Plaza  
                              Suite 2024  
                              Chicago, IL 60654  
                              Attention: Company Secretary or General Counsel

To Executive:         At the address or fax number most recently  
                              contained in Company's records

Notices shall be deemed given upon the earliest to occur of (i) receipt by the party to whom such notice is directed, if hand delivered; (ii) if sent by facsimile machine, on the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) such notice is sent if sent (as evidenced by the facsimile confirmed receipt) prior to 5:00 p.m. Central Time and, if sent after 5:00 p.m. Central Time, on the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) after which such notice is sent; or (iii) on the first business day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) following the day the same is deposited with the commercial carrier if sent by commercial overnight delivery service. Each party, by notice duly given in accordance therewith may specify a different address for the giving of any notice hereunder.

**7.7 Assignment of Agreement.** This Agreement shall be binding upon and inure to the benefit of Executive and Company, their respective successors and permitted assigns and Executive's heirs and personal representatives. Neither party may assign any rights or obligations hereunder to any person or entity without the prior written consent of the other party. This Agreement shall be personal to Executive for all purposes.

**7.8 Entire Agreement; Amendments.** Except as otherwise provided herein, this Agreement contains the entire understanding between the parties, and there are no other agreements or understandings between the parties with respect to Executive's employment by Company and Executive's obligations thereto. Executive acknowledges that Executive is not relying upon any representations or warranties concerning Executive's employment by Company except as expressly set forth herein. No amendment or modification to the Agreement shall be valid except by a subsequent written instrument executed by the parties hereto.

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**7.9 Dispute Resolution and Arbitration.** The following procedures shall be used in the resolution of disputes:

**7.9.1 Dispute.** In the event of any dispute or disagreement between the parties under this Agreement (excluding an action for injunctive relief as provided in Section 5.4), the disputing party shall provide written notice to the other party that such dispute exists. The parties will then make a good faith effort to resolve the dispute or disagreement. If the dispute is not resolved upon the expiration of fifteen (15) days from the date a party receives such notice of dispute, the entire matter shall then be submitted to arbitration as set forth in Section 7.9.2.

**7.9.2 Arbitration.** If the dispute or disagreement between the parties has not been resolved in accordance with the provisions of Section 7.9.1 above, then any such controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration to be held in Chicago, Illinois, in accordance with the rules of the American Arbitration Association then in effect. Any decision rendered herein shall be final and binding on each of the parties and judgment may be entered thereon in the appropriate state or federal court. The arbitrators shall be bound to strict interpretation and observation of the terms of this Agreement. Company shall pay the costs of arbitration.

**7.10 Survival.** For avoidance of doubt, the provisions of Sections 4.5, 5 and 7 of this Agreement shall survive the expiration or earlier termination of the Employment Period.

**7.11 Headings.** Section headings used in this Agreement are for convenience of reference only and shall not be used to construe the meaning of any provision of this Agreement.

**7.12 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

**7.13 Taxes.** Executive shall be solely responsible for taxes imposed on Executive by reason of any compensation and benefits provided under this Agreement and all such compensation and benefits shall be subject to applicable withholding.

**7.14 Section 409A of the Code.** It is intended that this Agreement will comply with Section 409A of the Code (and any regulations and guidelines issued thereunder) to the extent the Agreement is subject thereto, and the Agreement shall be interpreted on a basis consistent with such intent. If an amendment of the Agreement is necessary in order for it to comply with Section 409A, the parties hereto will negotiate in good faith to amend the Agreement in a manner that preserves the original intent of the parties to the extent reasonably possible. No action or failure by Company in good faith to act, pursuant to this Section 7.14, shall subject Company to any claim, liability, or expense, and Company shall not have any obligation to indemnify or otherwise protect Executive from the obligation to pay any taxes pursuant to Section 409A of the Code.

In addition, notwithstanding any provision to the contrary in this Agreement, if Executive is deemed on the date of Executive's "separation from service" (within the meaning of Treas. Reg. Section 1.409A-1(h)) to be a "specified employee" (within the meaning of Treas. Reg. Section 1.409A-1(i)), then with regard to any payment that is required to be delayed pursuant to Section 409A(a)(2)(B) of the Code (the "**Delayed Payments**"), such payment shall not be made prior to the earlier of (i) the expiration of the six (6) month period measured from the date of

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Executive's "separation from service" and (ii) the date of Executive's death. Any payments due under this Agreement other than the Delayed Payments shall be paid in accordance with the normal payment dates specified herein. In no case will the delay of any of the Delayed Payments by Company constitute a breach of Company's obligations under this Agreement. For all purposes under this Agreement, reference to Executive's "termination of employment" (and corollary terms) with Company shall be construed to refer to Executive's "separation from service" (as determined under Treas. Reg. Section 1.409A-1(h), as uniformly applied by Company) with Company.

In addition, to the extent that any reimbursement or in-kind benefit under this Agreement or under any other reimbursement or in-kind benefit plan or arrangement in which Executive participates during the term of Executive's employment under this Agreement or thereafter provides for a "deferral of compensation" within the meaning of Section 409A of the Code, (i) the amount eligible for reimbursement or in-kind benefit in one calendar year may not affect the amount eligible for reimbursement or in-kind benefit in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid), (ii) the right to reimbursement or an in-kind benefit is not subject to liquidation or exchange for another benefit, and (iii) subject to any shorter time periods provided herein, any such reimbursement of an expense or in-kind benefit must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred.

**7.15 Payment by Subsidiaries.** Executive acknowledges and agrees that Company may satisfy its obligations to make payments to Executive under this Agreement by causing one or more of its subsidiaries to make such payments to Executive. Executive agrees that any such payment made by any such subsidiary shall fully satisfy and discharge Company's obligation to make such payment to Executive hereunder (but only to the extent of such payment).

[Signature page follows]

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

/s/ Diane Adams

\_\_\_\_\_  
Diane Adams

**ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.**

/s/ Glen Tullman

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By: Glen Tullman

Title: Chief Executive Officer





**Allscripts Adds Technology Industry Executives,  
Announces Strong Preliminary Q2 Results**

*Company Hires Four Top Executives from Leading Technology  
Companies, COO to Depart for CEO Role*

*Second Quarter Bookings Expected to be Approximately \$240  
Million; Non-GAAP Revenue and EPS Expected to Exceed Consensus Estimates*

CHICAGO  
July 13, 2011

**News Facts**

Allscripts (NASDAQ: MDRX) announced today that it has added four senior executives to its leadership team from leading global technology companies, filling key positions in product development, sales, legal and IT.

**Executive Additions**

**Cliff Meltzer**, a veteran development leader for Apple, Cisco, IBM and most recently CA Technologies, joined Allscripts as **Executive Vice President, Solutions Development**, with responsibility for product development company-wide. Mr. Meltzer brings extensive experience integrating technology platforms, most recently as Chief Development Officer of CA Technologies, where he led a 1,400-member development team. At Apple, Mr. Meltzer was responsible for leading the development of platform-dependent software across all Macintosh ® products. Mr. Meltzer will be responsible for the Company's technology development vision, strategy, and product development resources.

**Steve Shute**, a veteran sales leader, will be joining Allscripts as **Executive Vice President, Sales**. Mr. Shute has held numerous executive leadership positions at the IBM Corporation, both domestically and internationally, with an emphasis on helping customers utilize technology to solve complex business issues. His most recent role was Vice President of Worldwide Sales for Enterprise Content Management. Mr. Shute has led large sales and marketing organizations, up to 750 people, and delivered billions of dollars in annual sales. He is a well-known expert on sales force execution and delivery.

**Jackie Studer** joined Allscripts as **Senior Vice President and General Counsel**. Ms. Studer brings to the position more than 20 years of legal experience, including the last eight years as General Counsel, Healthcare Information Technology, for GE Healthcare IT. Ms. Studer's extensive legal and corporate management background



includes, in addition to GE, leadership roles in entrepreneurial organizations and with The Dow Chemical Company earlier in her career. She will manage the day-to-day legal affairs of Allscripts.

**John Guevara**, a seasoned leader with extensive success leading mission-critical operations for Microsoft and other top technology companies, joined Allscripts as **Chief Information Officer**. At Microsoft, Mr. Guevara led the transition from legacy business process and systems to a next-generation ecosystem as General Manager of the Enterprise Services Solution Management application portfolio. Guevara previously was Global CIO at high-tech manufacturer Intermec; CIO for automotive manufacturer Delphi; and Vice President and Group Director of Siemens Business Services (SBS). Mr. Guevara leads IT Services, and oversees the Company's SAAS and Hosting Operations.

Glen Tullman, Chief Executive Officer of Allscripts, commented, "In the nine months since Allscripts completed the merger with Eclipsys Corporation, we have focused on bringing on board talent that will allow us to build on the success we have enjoyed, manage our new size and scale, and continue to grow. Each of our new executives brings broad experience managing larger organizations and new insights that will allow Allscripts to continue to lead, innovate and realize our vision of a Connected Community of Health. After a thorough search process, we believe the new additions will fit well with the existing organization."

Allscripts also announced that Eileen McPartland, who has served as Chief Operating Officer, is leaving the Company to become Chief Executive Officer of a private company outside of the healthcare industry, effective July 15, 2011. Mr. Tullman commented, "I want to thank Eileen for her contributions to Allscripts. Eileen has played a significant role in the Company's growth and development. I'm confident she will continue her successful track record in her new role as CEO."

With the influx of new talent, Mr. Tullman will add the leaders of the services and support teams as direct reports, which is intended to sharpen Allscripts focus on client delivery and satisfaction and to streamline the organization.

#### **Company Provides Preliminary Second Quarter 2011 Results**

For the second quarter of 2011, Allscripts expects bookings of approximately \$240 million, representing approximately 13 percent sequential growth compared to \$212.4 million as reported in the first quarter of 2011.

In addition, Allscripts expects non-GAAP revenue and earnings per diluted share to slightly exceed current Thomson Reuters First Call consensus estimates. Mr. Tullman commented, "We're pleased with the combination of robust sales paired with expected strong operating revenues and earnings, all while the Company continues to invest in R & D and gain market share. We look forward to providing more visibility on the strength of the quarter on our upcoming earnings call."



## Earnings Call Details

Allscripts will report its financial results for the three and six months ended June 30, 2011 after the stock market closes on Tuesday, August 2, 2011. Allscripts management will host a conference call and webcast to discuss the Company's earnings and other information at 4:30 p.m. Eastern Daylight Time on the same day.

The Allscripts earnings announcement will be distributed via PR Newswire immediately after the market closes on August 2. The press release also will be available on the Company's website at <http://investor.allscripts.com>.

To listen to the conference call, participants may log onto [www.allscripts.com](http://www.allscripts.com). Participants are encouraged to log onto the website approximately 15 minutes prior to the start of the conference call to download and install any necessary software. Participants also may access the conference call by dialing (877) 303-0543 (toll free in the U.S.) or (973) 935-8787 (international) and requesting Conference ID #80801406 .

A replay of the call will be available two hours after the conclusion of the call, for a period of two weeks, at [www.allscripts.com](http://www.allscripts.com)/ or by calling (800) 642-1687 or (706) 645-9291 - Conference ID #80801406 .

## Forward-Looking Statements

*This press release contains forward-looking statements within the meaning of the federal securities laws. Statements regarding future events or developments, our future performance, as well as management's expectations, beliefs, intentions, plans, estimates or projections relating to the future are forward-looking statements with the meaning of these laws. These forward-looking statements are subject to a number of risks and uncertainties, some of which are outlined below. As a result, no assurances can be given that any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do so, what impact they will have on our results of operations or financial condition. The preliminary financial information presented in this press release is based on expectations and may be subject to change. Adjustments to the preliminary financial information set forth in this press release may be identified as a result of, among other things, completion of customary quarterly review and audit procedures.*

*Such risks, uncertainties and other factors include, among other things: the possibility that the expected synergies, efficiencies and cost savings of the merger with Eclipsys Corporation ("Eclipsys") will not be realized, or will not be realized within the expected time period; potential difficulties or delays in achieving platform and product integration and the connection and movement of data among hospitals, physicians, patients and others; the risk that the Allscripts and Eclipsys businesses will not be integrated successfully; competition within the industries in which we operate; failure to achieve certification under the Health Information Technology for Economic and Clinical Health Act could result in increased development costs, a breach of some customer obligations and could put us at a competitive disadvantage in the marketplace; the volume and timing of systems sales and installations, the length of sales cycles and the installation process and the possibility that*



*our products will not achieve or sustain market acceptance; the timing, cost and success or failure of new product and service introductions, development and product upgrade releases; competitive pressures including product offerings, pricing and promotional activities; our ability to establish and maintain strategic relationships; undetected errors or similar problems in our software products; the outcome of any legal proceeding that has been or may be instituted against us; compliance with existing laws, regulations and industry initiatives and future changes in laws or regulations in the healthcare industry, including possible regulation of our software by the U.S. Food and Drug Administration; the possibility of product-related liabilities; our ability to attract and retain qualified personnel; the implementation and speed of acceptance of the electronic record provisions of the American Recovery and Reinvestment Act of 2009; maintaining our intellectual property rights and litigation involving intellectual property rights; risks related to third-party suppliers and our ability to obtain, use or successfully integrate third-party licensed technology; and breach of our security by third parties. See our Annual Report on Form 10-KT for the seven months ended December 31, 2010 and other public filings with the SEC for a further discussion of these and other risks and uncertainties applicable to our business. The statements herein speak only as of their date and we undertake no duty to update any forward-looking statement whether as a result of new information, future events or changes in expectations.*

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