

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

---

**FORM 8-K**

---

**CURRENT REPORT**

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

**Date of report (Date of earliest event reported): June 5, 2012**

---

**ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**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)

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))

---

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 5, 2012, Allscripts Healthcare Solutions, Inc. (the “Company”) entered into amendments to employment agreements with each of Glen Tullman, Lee Shapiro, Diane Adams and Laurie McGraw to ensure that any change of control cash payment is “double trigger”. Each amendment increases the requirements for the executive to receive a cash payment in the event the executive is not offered a Comparable Job (as defined in each employment agreement) in connection with a Change of Control (as defined in each employment agreement), by adding an additional requirement that the executive also resign from employment within ten days after the Change of Control.

The foregoing description of the amendments is qualified in its entirety by reference to the full text of the amendments, which are attached hereto as Exhibits 10.1 through 10.4 and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Employment Agreement, dated as of June 5, 2012, by and between Allscripts Healthcare Solutions, Inc. and Glen E. Tullman
10.2	Second Amendment to Employment Agreement, dated as of June 5, 2012, by and between Allscripts Healthcare Solutions, Inc. and Lee Shapiro
10.3	First Amendment to Employment Agreement, dated as of June 5, 2012, by and between Allscripts Healthcare Solutions, Inc. and Diane Adams
10.4	Second Amendment to Employment Agreement, dated as of June 5, 2012, by and between Allscripts Healthcare Solutions, Inc. and Laurie McGraw

---

**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: June 6, 2012

By: /s/ Lee Shapiro  
Lee Shapiro  
President

---

**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>
10.1	First Amendment to Employment Agreement, dated as of June 5, 2012, by and between Allscripts Healthcare Solutions, Inc. and Glen E. Tullman
10.2	Second Amendment to Employment Agreement, dated as of June 5, 2012, by and between Allscripts Healthcare Solutions, Inc. and Lee Shapiro
10.3	First Amendment to Employment Agreement, dated as of June 5, 2012, by and between Allscripts Healthcare Solutions, Inc. and Diane Adams
10.4	Second Amendment to Employment Agreement, dated as of June 5, 2012, by and between Allscripts Healthcare Solutions, Inc. and Laurie McGraw

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
GLEN E. TULLMAN**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this “**Amendment**”) is made and entered into as of June 5, 2012 (the “**Amendment Date**”), by and between Allscripts Healthcare Solutions, Inc. (“**Company**”) and Glen E. Tullman (“**Executive**”).

WHEREAS, Company and Executive entered into an Employment Agreement dated July 31, 2010 (the “**Employment Agreement**”);

WHEREAS, Company and Executive desire to amend certain provisions of the Employment Agreement; and

WHEREAS, this Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and any signature delivered via facsimile or electronic file will be the same as an original signature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree that as of the Amendment Date, the Employment Agreement is amended as follows:

1. The foregoing recitations shall form a part of this Amendment and are incorporated herein verbatim by reference. Unless otherwise indicated, capitalized terms shall have the same meaning as referenced in the Employment Agreement

2. Section 3.6 is amended in the following respects:

(a) By deleting from the first sentence of Section 3.6 the “(i)” and the phrase “, and (ii) Company shall pay Executive, within ten (10) days following the Change of Control, a lump sum equal to (2) times the sum of Executive’s Base Salary and Target Performance Bonus”.

(b) By adding a new second and third sentence to Section 3.6 as follows:

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 such Change of Control and provided Executive, on or within ten (10) days following the Change of Control, terminates Executive’s employment and the Employment Period, Company shall pay Executive, within twenty (20) days following the occurrence of the Change of Control, a cash lump sum equal to two (2) times the sum of Executive’s Base Salary and Target Performance Bonus.

---

3. The last sentence of the second paragraph of Section 9.14 is replaced in its entirety with the following:

For the provision of payments and benefits under this Agreement upon termination of employment, reference to Executive's "termination of employment" (and corollary terms) with Company shall be construed to refer to Executive's "separation from service" from Company (as determined under Treas. Reg. Section 1.409A-1(h), as uniformly applied by Company) in tandem with Executive's termination of employment with Company.

4. A new paragraph is added to the end of Section 9.14, as follows:

If the sixty (60)-day period following a "separation from service" begins in one calendar year and ends in a second calendar year (a "**Crossover 60-Day Period**"), then any severance payments contingent upon a release and that would otherwise occur during the portion of the Crossover 60-Day Period that falls within the first year will be delayed and paid in a lump sum during the portion of the Crossover 60-Day Period that falls within the second year.

5. In all other respects, the Employment Agreement is ratified and confirmed and remains in full force and effect.

*Signature page follows.*

---

*Signature page to First Amendment to the Employment Agreement*

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto executed this Amendment as of the day and year first written above.

/s/ Glen E. Tullman  
GLEN E. TULLMAN

ALLSCRIPTS HEALTHCARE  
SOLUTIONS, INC.

/s/ Lee Shapiro  
By: Lee Shapiro  
Title: President

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT  
LEE SHAPIRO

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "**Amendment**") is made and entered into as of June 5, 2012 (the "**Amendment Date**"), by and between Allscripts Healthcare Solutions, Inc. ("**Company**") and Lee Shapiro ("**Executive**").

WHEREAS, Company and Executive entered into an Employment Agreement dated March 17, 2008, as amended July 28, 2010 (collectively, the "**Employment Agreement**");

WHEREAS, Company and Executive desire to amend certain provisions of the Employment Agreement; and

WHEREAS, this Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and any signature delivered via facsimile or electronic file will be the same as an original signature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree that as of the Amendment Date, the Employment Agreement is amended as follows:

1. The foregoing recitations shall form a part of this Amendment and are incorporated herein verbatim by reference. Unless otherwise indicated, capitalized terms shall have the same meaning as referenced in the Employment Agreement.

2. Section 3.7 is amended in the following respects:

(a) By deleting from the first sentence of Section 3.7 the "(i)" and the phrase ", and (ii) Company shall pay Executive, within ten (10) days following the Change of Control, a lump sum equal to (2) times the sum of Executive's Base Salary and Target Performance Bonus".

(b) By adding a new second and third sentence to Section 3.7 as follows:

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 such Change of Control and provided Executive, on or within ten (10) days following the Change of Control, terminates Executive's employment and the Employment Period, Company shall pay Executive, within twenty (20) days following the occurrence of the Change of Control, a cash lump sum equal to two (2) times the sum of Executive's Base Salary and Target Performance Bonus.



---

3. The last sentence of the second paragraph of Section 10.14 is replaced in its entirety with the following:

For the provision of payments and benefits under this Agreement upon termination of employment, reference to Executive's "termination of employment" (and corollary terms) with Company shall be construed to refer to Executive's "separation from service" from Company (as determined under Treas. Reg. Section 1.409A-1(h), as uniformly applied by Company) in tandem with Executive's termination of employment with Company.

4. A new paragraph is added to the end of Section 10.14, as follows:

If the sixty (60)-day period following a "separation from service" begins in one calendar year and ends in a second calendar year (a "**Crossover 60-Day Period**"), then any severance payments contingent upon a release and that would otherwise occur during the portion of the Crossover 60-Day Period that falls within the first year will be delayed and paid in a lump sum during the portion of the Crossover 60-Day Period that falls within the second year.

5. In all other respects, the Employment Agreement is ratified and confirmed and remains in full force and effect.

*Signature page follows.*

---

*Signature page to Second Amendment to the Employment Agreement*

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto executed this Amendment as of the day and year first written above.

/s/ Lee Shapiro

LEE SHAPIRO

ALLSCRIPTS HEALTHCARE  
SOLUTIONS, INC.

/s/ Diane Adams

By: Diane Adams

Title: EVP, Culture & Talent

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
DIANE ADAMS**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this “**Amendment**”) is made and entered into as of June 5, 2012 (the “**Amendment Date**”), by and between Allscripts Healthcare Solutions, Inc. (“**Company**”) and Diane Adams (“**Executive**”).

WHEREAS, Company and Executive entered into an Employment Agreement dated July 11, 2011 (the “**Employment Agreement**”);

WHEREAS, Company and Executive desire to amend certain provisions of the Employment Agreement; and

WHEREAS, this Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and any signature delivered via facsimile or electronic file will be the same as an original signature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree that as of the Amendment Date, the Employment Agreement is amended as follows:

1. The foregoing recitations shall form a part of this Amendment and are incorporated herein verbatim by reference. Unless otherwise indicated, capitalized terms shall have the same meaning as referenced in the Employment Agreement

2. Section 3.6 is amended in the following respects:

(a) By deleting from the first sentence of Section 3.6 the “(i)” and the phrase “, and (ii) Company shall pay Executive, within ten (10) days following the Change of Control, a lump sum equal to (2) times the sum of Executive’s Base Salary and Target Performance Bonus”.

(b) By adding a new second and third sentence to Section 3.6 as follows:

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 such Change of Control and provided Executive, on or within ten (10) days following the Change of Control, terminates Executive’s employment and the Employment Period, Company shall pay Executive, within twenty (20) days following the occurrence of the Change of Control, a cash lump sum equal to two (2) times the sum of Executive’s Base Salary and Target Performance Bonus.

---

3. The last sentence of the second paragraph of Section 7.14 is replaced in its entirety with the following:

For the provision of payments and benefits under this Agreement upon termination of employment, reference to Executive's "termination of employment" (and corollary terms) with Company shall be construed to refer to Executive's "separation from service" from Company (as determined under Treas. Reg. Section 1.409A-1(h), as uniformly applied by Company) in tandem with Executive's termination of employment with Company.

4. A new paragraph is added to the end of Section 7.14, as follows:

If the sixty (60)-day period following a "separation from service" begins in one calendar year and ends in a second calendar year (a "**Crossover 60-Day Period**"), then any severance payments contingent upon a release and that would otherwise occur during the portion of the Crossover 60-Day Period that falls within the first year will be delayed and paid in a lump sum during the portion of the Crossover 60-Day Period that falls within the second year.

5. In all other respects, the Employment Agreement is ratified and confirmed and remains in full force and effect.

*Signature page follows.*

---

*Signature page to First Amendment to the Employment Agreement*

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto executed this Amendment as of the day and year first written above.

/s/ Diane Adams  
DIANE ADAMS

ALLSCRIPTS HEALTHCARE  
SOLUTIONS, INC.

/s/ Lee Shapiro  
By: Lee Shapiro  
Title: President

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT  
LAURIE MCGRAW

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "**Amendment**") is made and entered into as of June 5, 2012 (the "**Amendment Date**"), by and between Allscripts Healthcare Solutions, Inc. ("**Company**") and Laurie McGraw ("**Executive**").

WHEREAS, Company and Executive entered into an Employment Agreement dated October 10, 2008, as amended July, 2010 (collectively, the "**Employment Agreement**");

WHEREAS, Company and Executive desire to amend certain provisions of the Employment Agreement; and

WHEREAS, this Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and any signature delivered via facsimile or electronic file will be the same as an original signature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree that as of the Amendment Date, the Employment Agreement is amended as follows:

1. The foregoing recitations shall form a part of this Amendment and are incorporated herein verbatim by reference. Unless otherwise indicated, capitalized terms shall have the same meaning as referenced in the Employment Agreement

2. Section 3.7 is amended in the following respects:

(a) By deleting from the first sentence of Section 3.7 the "(i)" and the phrase ", and (ii) Company shall pay Executive, within ten (10) days following the Change of Control, a lump sum equal to (2) times the sum of Executive's Base Salary and Target Performance Bonus".

(b) By adding a new second and third sentence to Section 3.7 as follows:

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 such Change of Control and provided Executive, on or within ten (10) days following the Change of Control, terminates Executive's employment and the Employment Period, Company shall pay Executive, within twenty (20) days following the occurrence of the Change of Control, a cash lump sum equal to two (2) times the sum of Executive's Base Salary and Target Performance Bonus.

---

3. The last sentence of the second paragraph of Section 10.14 is replaced in its entirety with the following:

For the provision of payments and benefits under this Agreement upon termination of employment, reference to Executive's "termination of employment" (and corollary terms) with Company shall be construed to refer to Executive's "separation from service" from Company (as determined under Treas. Reg. Section 1.409A-1(h), as uniformly applied by Company) in tandem with Executive's termination of employment with Company.

4. A new paragraph is added to the end of Section 10.14, as follows:

If the sixty (60)-day period following a "separation from service" begins in one calendar year and ends in a second calendar year (a "**Crossover 60-Day Period**"), then any severance payments contingent upon a release and that would otherwise occur during the portion of the Crossover 60-Day Period that falls within the first year will be delayed and paid in a lump sum during the portion of the Crossover 60-Day Period that falls within the second year.

5. In all other respects, the Employment Agreement is ratified and confirmed and remains in full force and effect.

*Signature page follows.*

---

*Signature page to Second Amendment to the Employment Agreement*

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto executed this Amendment as of the day and year first written above.

/s/ Laurie McGraw  
LAURIE MCGRAW

ALLSCRIPTS HEALTHCARE  
SOLUTIONS, INC.

/s/ Diane Adams  
By: Diane Adams  
Title: EVP, Culture & Talent