

SIXTH AMENDMENT TO AGREEMENT

This Sixth Amendment to Agreement (“Sixth Amendment”) is made by the County of Alameda (“County”) and Corizon Health Inc., (“Contractor”) with respect to that certain agreement entered by them and effective on July 1, 2008 and the certain First, Second, Third, Fourth, and Fifth Amendments to the Agreement, (collectively referred to herein as the “Agreement”) pursuant to which Contractor provides health care services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Sixth Amendment, the terms and provisions of this Sixth Amendment will be considered to be effective as of the date that the County executes it (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on June 30, 2013. As of the Effective Date, the term of the Agreement is extended through June 30, 2016.
4. In consideration for Contractor’s additional services, the County shall pay Contractor an additional amount not to exceed ninety-five million dollars (\$95,000,000.00). As a result of these additional services the not to exceed amount has increased from one hundred fifty-six million four hundred twenty-five thousand eight hundred thirty-one dollars (\$156,425,831.00) to two hundred fifty-one million four hundred twenty-five thousand eight hundred thirty-one dollars

RFP No. _____, Master Contract No _____, Procurement Contract No. ____

(\$251,425,831.00) over the term of the Agreement and any amendments.

The County will pay Contractor, in relation to Contract Year 5 (July 1, 2012-June 30, 2013), a base amount equal to the billable amount of twenty-nine million nine-hundred eighty-three thousand five hundred fifteen dollars and seventy-two cents (\$29,983,515.72) from Contract Year 4 (July 1, 2011- June 30, 2012).

Additionally, an adjustment will occur based on the percentage rate change in the Medical Component of the United States Department of Labor Consumer Price Index for San Francisco-Oakland-San Jose, CA ("CPI") and will be calculated into the yearly contract base amount. The CPI rate for the time frame between May 1, 2011 and April 30, 2012 indicates an increased change of 1.29%. Due to this increase, the annual base amount for Contract Year 5 is thirty million three hundred seventy-one thousand one hundred forty-one dollars and forty-two cents (\$30,371,141.42). For each year of the three (3) year extension, the County shall pay Contractor the annual base amounts of the then current year with adjustments in the amount of the percentage change in the most current CPI.

5. Under this Sixth Amendment, Contractor shall issue to the County a credit totaling eight million five hundred twenty-four thousand dollars (\$8,524,000.00) over the period from January 1, 2013, through June 30, 2016. This credit is to offset costs that the County will incur for deputy transport, control and custody of patients to offsite providers and inpatient facilities. For Contract Year 5, Contractor will issue a monthly credit of three hundred fifty-five thousand one hundred sixty-seven dollars (\$355,167.00) for the last six (6) months of the contract year (January 1, 2013-June 30, 2013). For the subsequent thirty-five (35) months, (July 1, 2013-May 31, 2016), Contractor will provide the County a monthly credit of one hundred seventy-seven thousand five hundred eighty-three dollars (\$177,583.00). For the final month of the contract, (June, 2013), Contractor will credit the County one hundred seventy-seven thousand five hundred ninety-three dollars (\$177,593.00).

6. Contractor will issue a one-time credit of sixty thousand seven-hundred fifteen dollars and forty-eight cents (\$60,715.48) to the County in 2013 for the purchase of a room decontamination system from Zimek Technologies.

7. INDEMNIFICATION: Section 2 of the original Agreement regarding indemnification shall be replaced in its entirety with the following language:

2. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except to the extent such Liabilities are caused by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

The indemnification provisions above shall include, but not be limited to, any claim or action brought by any employee of Contractor that arises out of or is in any way connected with his or her employment with Contractor. By way of example only, such claims may be based on allegations that concern racial discrimination, disability discrimination, or Workers' Compensation.

Contractor's employees work exclusively within certain areas of the County's detention facilities. The County's employees rarely, if ever, enter into such areas. Contractor shall immediately notify the County of any dangerous or unsafe conditions of which any of its employees may become aware within these areas. If Contractor fails to do so, the County shall not be responsible for any claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the undisclosed dangerous or unsafe condition(s).

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. The terms of this Sixth Amendment exceed the original proposed contractual terms. Upon expiration and completion of the terms of this Sixth Amendment, the County will contract with a medical service provider only after soliciting bids from qualified vendors wishing to provide medical services to the county detention facilities.

9. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Sixth Amendment and Exhibit Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

10. Except as expressly modified by this Sixth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CORIZON HEALTH, INC.

By: Nate Miley
Signature

By: [Signature]
Signature J.B. kw

Name: Nate Miley
(Printed)

Name: Jon Walker
(Printed)

Title: President of the Board of Supervisors

Title: SVP Business Development

Date: 1/8/13

Date: 12/27/12

Approved as to Form:

By: [Signature]
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

APPROVED AS TO FORM
by LEGAL DEPT
[Signature]

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Corizon Health, Inc.

PRINCIPAL: Jon Walker TITLE: SVP Business Development

SIGNATURE: [Signature] DATE: 12/27/12