

EIGHTH AMENDMENT TO AGREEMENT

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

Pursuant to Section 27 of the Contract, 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 Eighth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Eighth Amendment is executed by the County ("Effective Date"). However, this Effective Date shall in no way affect or alter the retroactive provisions and/or any payments due hereunder, as previously set forth herein.
3. The term of the Agreement is currently scheduled to expire on June 30, 2016. As of the Effective Date, the term of the Agreement is extended through July 31, 2016.
4. In consideration for Contractor's additional services, the County shall pay Contractor pursuant to the payment terms contained in the last amendment and for a total in an additional amount not to exceed two million nine hundred thousand dollars (\$2,900,000). As a result of these additional services the not to exceed amount has increased from two hundred fifty-eight million, nine hundred twenty-

C-900324, C-3460

five thousand, eight hundred thirty-one dollars (\$258,925,831) to two hundred sixty-one million, eight hundred twenty-five thousand, eight hundred thirty-one dollars (\$261,825,831) over the term of the Agreement and any amendments.

5. **TRANSITION**

As required by Section 35 of the Contract, if the County awards any subsequent contract to another vendor, Contractor shall work with County to ensure that the management, operational, and reporting services are transferred as smoothly as possible to the new vendor. Per Section 35, Contractor agrees to cooperate fully with the County and the new vendor. In addition, pursuant to Section 35, Contractor shall establish a transition team with the County to effectuate a smooth transition.

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

[REST OF PAGE LEFT INTENTIONALLY BLANK]

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

COUNTY OF ALAMEDA

CORIZON HEALTH, INC.

By: Scott Haggerty
Signature

By: Karey L Witty
Signature

Name: SCOTT Haggerty
(Printed)

Name: Karey L Witty
(Printed)

Title: President of the Board of Supervisors

Title: CEO

Date: 6/27/16

Date: 6/2/16

Approved as to Form:
Office of the County Counsel
Donna R. Ziegler

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.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)
12/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1359399 Corizon Health, Inc. 103 Powell Court Brentwood TN 37027	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	See Attached
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12121725 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	See Attached	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW.

CERTIFICATE HOLDER 12121725 Alameda County 1401 Lakeside Drive, 12th Floor Oakland CA 94612 USA	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 