

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement ("Fourth Amendment") is made by the County of Alameda ("County") and PHS Correctional Healthcare, now known as Corizon Health, Inc. ("Contractor"), with respect to that certain agreement entered by them on July 1, 2008 and those certain First, Second and Third Amendments to Contract to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides health services to inmates in the custody of the Alameda County Sheriff's Office 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 Fourth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Fourth Amendment is executed by the County ("Effective Date").
- 3) Contractor's name is hereby changed from PHS Correctional Healthcare to Corizon Health, Inc.
- 4) The not to exceed amount shall be decreased from One Hundred Twenty-Six Million Seven Hundred Twenty-One Thousand Nine Hundred Fifty-Seven Dollars (\$126,721,957) to One Hundred Twenty-Three Million Seven Hundred Forty-Two Thousand Three Hundred Fifteen Dollars (\$123,742,315) over the term of the Agreement.
- 5) Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

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

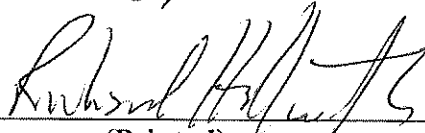
COUNTY OF ALAMEDA

Corizon Health, Inc.

By:  _____
Signature

By:  _____
Signature

Name: _____
John Glann

Name:  _____
(Printed)

Title: Purchasing Agent

Title: CEO

Date: 2/14/12

Date: 1/23/12

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.

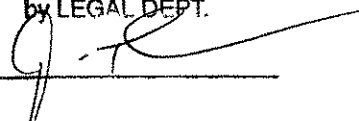
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EXHIBIT D-2

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, 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: Richard Holtz TITLE: CEO
SIGNATURE: [Signature] DATE: 11/23/12