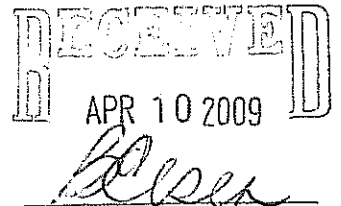


**SANTA CLARA FAMILY HEALTH PLAN
CHIEF EXECUTIVE OFFICER (CEO)
EMPLOYMENT CONTRACT**



This agreement, made and effective as of the 1st day of April 2009, between the Santa Clara Family Health Authority, dba Santa Clara Family Health Plan ("SCFHP"), a public county authority, and Elizabeth Darrow, CHIEF EXECUTIVE OFFICER ("DARROW" or "CEO").

WHEREAS, SCFHP desires to secure the services of DARROW as Chief Executive Officer of SCFHP and DARROW desires to accept such employment.

NOW THEREFORE, in consideration of the material advantages accruing to the two parties and the mutual covenants contained herein, and intending to be legally and ethically bound hereby, SCFHP and DARROW with each other agree as follows:

1. SCFHP's Employment of DARROW

SCFHP agrees to employ DARROW as the Chief Executive Officer of SCFHP commencing January 1, 2009. DARROW serves at the pleasure of the Board of Directors of SCFHP ("the Board") and is an "at-will" employee and either DARROW or the Board can terminate this Agreement at any time for any reason. If the Board terminates this Agreement, it must pay severance only under the circumstances and terms outlined in Paragraph 6(a) below.

2. CEO's Services

DARROW will render full-time management services to SCFHP in the capacity of Chief Executive Officer of SCFHP. At all times she will faithfully, industriously and to the best of her ability, perform all duties that may be required of her by virtue of her position as CEO and all duties set forth in SCFHP's policies and by directions from the Board. DARROW is hereby vested with authority to act on behalf of the Board in keeping with policies adopted by the Board, as amended from time to time. In addition, she shall perform in the same manner any special duties assigned or delegated to her by the Board.

Some of the CEO's responsibilities include:

- a) Board Goals And Objectives: The CEO shall have the primary responsibility for executing all Board goals and objectives. These include establishing an operational budget, developing long and short-term business plans, and monitoring compliance with these business, strategic and financial plans to ensure SCFHP's financial integrity and viability and to advance the mission and values of SCFHP. The CEO (or a designee under her supervision) shall periodically review all goals and objectives adopted by the Board and make appropriate

recommendations for modifications by the Board to administration, operations, or policy. The CEO has authority to execute legal contracts and other instruments on behalf of SCFHP consistent with the policies and decisions of the Board.

- b) Administrative Organization: The CEO shall have the primary responsibility for organizing and establishing administrative and supervisory staff for agency business and operational affairs in such a manner as will, in her judgment, best serve the needs and goals of the Agency to provide comprehensive, affordable health coverage for low to moderate income residents of Santa Clara County who otherwise would not be able to obtain health care.
- c) Advocacy: The CEO shall advocate advancing the mission, purpose and potential of SCFHP to care for the underserved population in Santa Clara County.
- d) Regulatory Compliance: The CEO shall design and supervise appropriate systems to ensure compliance by SCFHP with all ethical, statutory and regulatory requirements for health insurance programs and other services provided by SCFHP, including but not limited to those rules and regulations promulgated by the California Department of Health Services and the California Department of Managed Health Care. The CEO shall also monitor and participate in the local and state health care political environments to optimize SCFHP's strategic and operational decisions.
- e) Customer Service: The CEO shall foster a culture within SCFHP that is customer-service oriented and incorporates a commitment to continual reassessment and improvement.
- f) Community Relations And Provider Networks: The CEO shall establish and maintain strong working relationships with diverse sectors of the community served by SCFHP and act as a liaison with community groups and public agencies to promote the mission of the organization and to gain support for organizational initiatives. The CEO also will establish and maintain positive relationships with SCFHP's medical provider networks, hospitals, and county representatives.
- g) Employee Evaluation: The CEO (or designee) shall periodically evaluate employees of the Agency as provided for by administrative practice and Board policy. The Executive Group shall report to the CEO. That group currently consisting of the Medical Director, Vice President Compliance & General Counsel, Chief Operations Officer, Chief Financial Officer, Vice President of External Affairs, and an Executive Assistant, and is subject to change.
- h) Employee Selection: The CEO (or designee) shall be responsible to examine, hire, promote, discipline, transfer, terminate, or take any other normal actions for all current, future and potential employees, with Board approval for reductions in force of ten percent or more of the total number of employees.

- i) Board Meetings: The CEO shall have the right to be present at all meetings of the Board, and any committee of the Board, except for specifically designated executive sessions of the Board and Executive Committee and shall be excluded when dealing with CEO employment-related issues, as determined by the Board in its sole discretion.
- j) Family Resource Center: The CEO shall be responsible for supervising and managing the SCFHP Family Resource Center, which provides certain services to area residents, including enrollment outreach efforts, insurance application assistance, advocacy for health plan members, referral to community resources and health education classes.

3. Compensation and Performance Review

- a) In consideration for these services as CEO, SCFHP agrees to pay DARROW a minimum salary of \$275,000 per annum, or \$22,916.67 per month. The salary of the CEO shall be evaluated and set annually by the Board, who may increase or decrease that salary annually at the discretion of the Board. The Board also retains the right to adjust any other employment benefit or compensation paid to CEO hereunder.
- b) The Board or any individual or committee to which the Board delegates this task, shall conduct an annual performance review of the CEO no later than two months before the end of each year of the contract (by October 31) for the express purpose of reviewing performance and considering changes in salary and/or benefits.
- c) The CEO's salary shall be payable in a fashion consistent with the manner by which SCFHP pays other employees (currently 26 equal biweekly installments throughout the year), and subject to withholding of taxes and other amounts as required by law and consistent with the general payroll practices and policies of SCFHP for exempt management employees.

4. Benefits

- a) DARROW still receive within 30 days of both parties' execution of this Agreement relocation assistance in the amount of twelve thousand dollars (\$12,000.00).
- b) DARROW shall be entitled to the same amount of compensated Paid Time Off ("PTO"), and is subject to the same rules for accrual of PTO, including accrual balances and any caps on accrual, as members of the Senior Executive Staff who directly report to the CEO. The CEO will begin accruing PTO on her date of hire as Interim CEO. These PTO policies are subject to change by Board resolution.
- c) In the event of a single period of prolonged inability to work due to the result of a short-term sickness or an injury, the CEO will be compensated at her full rate pay for at least 6 (six) months (concurrently first exhausting any of her accrued PTO)

following the sickness or injury. After the six months have expired, SCFHP may, at its own expense, permit the CEO's physician to report to the Board Chairperson any findings that may affect the CEO's ability to serve as CEO. The CEO agrees to permit her physician to release such information to the SCFHP Board Chairperson for review to ensure the fitness of the CEO to continue in her capacity and return to work.

- d) The CEO is permitted to be absent from SCFHP during working days to attend professional meetings, trainings, and to attend to such outside executive duties as are required of her. Attendance at such meetings and accomplishment of approved professional duties shall be fully compensated service time and shall not be considered use of PTO.
- e) SCFHP shall reimburse DARROW for all reasonable business-related expenses incurred by the CEO in furtherance of SCFHP's interests subject to the current SCFHP expense-reimbursement policy applicable to SCFHP Senior Executive Staff. Any expenses not included in the current budget must be pre-approved by the Chief Financial Officer.
- f) DARROW also is entitled to be compensated for the same paid holidays given to all SCFHP Senior Executive Staff to the same extent as any other exempt SCFHP Senior Executive Staff. Should SCFHP increase or decrease the number of holidays, those changes shall apply to the CEO.
- g) DARROW is entitled to all other leaves of absence available to SCFHP Senior Executive Staff, subject to the rights of termination specified in Paragraph 6 below.
- h) SCFHP agrees to pay dues to professional associations and societies and to a local service organization or club of which the CEO is a member, as budgeted.

5. SCFHP also agrees to:

- a) Insure the CEO under its public employer's general liability, errors and omissions, directors and officers and professional liability insurance policies to the same extent as all Senior Executive Staff .
- b) Provide, throughout the term of this contract, a group life insurance policy for the CEO to the same extent as all Senior Executive Staff, payable to the beneficiary(ies) of her choice.
- c) Provide the CEO and her dependents throughout the term of this contract, the same percentage of the cost of comprehensive health, dental and vision insurance coverage (utilizing SCFHP's current health insurance plan(s) and any subsequently purchased health insurance plans) as provided to all other Senior Executive Staff; the CEO may enroll in the Health Care Flexible Spending

Account (HCFSA) for out-of-pocket health care expenses under the same terms as all other Senior Executive Staff of SCFHP.

d) Automobile Expenses:

Provide an automobile allowance of \$500 per month, payable in equal installments consistent with the general payroll practices and policies of the SCFHP. The CEO shall not be eligible for any mileage reimbursement or other expense reimbursement in connection with automobile use in the performance of her duties within the Bay Area.

e) Retirement Benefits:

The CEO has three types of retirement benefits available to her on the same terms as all other Senior Executive Staff.

The CEO will be automatically enrolled in the California Public Employees Retirement System (CalPERS) beginning upon the effective date of this Agreement. The CEO does not make contributions to Social Security while enrolled in CalPERS.

Second, the CEO will be entitled, at her option, to enroll in SCFHP's 401A Defined Contribution Plan to the same extent as other SCFHP employees. Participating employees contribute pre-tax funds which are held by ICMARC in a trust in the Health Plan's name for the exclusive benefit of the contributing employees and their named beneficiaries.

Third, the CEO is entitled, at her option, to enroll in SCFHP's 457 Deferred Compensation Plan to the same extent as other SCFHP employees. Participants contribute a portion of their income on a tax-deferred basis. All funds contributed to the 457 Plan are held by ICMARC in a trust in the Health Plan's name for the exclusive benefit of the contributing employees and their named beneficiaries. Pre-tax contributions are deducted from each paycheck and the CEO may contribute specified dollars up to the maximum amounts permitted under IRS regulations.

Additional information regarding all of these retirement plans is available to the CEO from SCFHP's Employee Handbook.

6. Termination.

a) Termination At Will:

The Board may at its discretion terminate the CEO's employment as CEO during the term of the Agreement, or during any renewal term, for any reason other than those stated below in Paragraph 6(b) or (c). Such action shall

require a majority vote of the entire Board membership and become effective upon written notice to the CEO or at such later time as may be specified in said notice. After such termination, all rights, duties and obligations of both parties shall cease except that SCFHP shall continue to pay the CEO her then monthly salary and the CEO's portion of the COBRA premium for the month in which her duties were terminated and for twelve (12) months thereafter as an agreed-upon severance payment. During this period, the CEO shall not be required to perform any duties for SCFHP or come to the office.

This severance may be offset, in an amount equal to any new compensation received, for new employment or self-employment undertaken by the CEO during this period, minus any un-reimbursed reasonable cost related to obtaining new employment. Also, for the period during which such payments are being made, SCFHP agrees to keep the CEO's group life, health and major medical insurance coverage paid up and in effect, until the CEO is eligible under her new employment or self-employment or the end of the severance period, whichever comes first.

The severance arrangements described in this paragraph 6(a) will not be payable in the event that the CEO's employment is terminated due to the fact that the CEO has been convicted of any felony criminal offense related to substance abuse or to the operation of SCFHP.

Additionally, the severance benefits described in this sub-paragraph will not be payable to the CEO in the event that the CEO's employment is terminated under the circumstances described in Paragraphs 6(b), 6(c) or 6(d) below.

b) Termination for Cause:

If CEO shall fail to perform her duties faithfully, loyally, diligently, competently, and to the best of her ability in accordance with Paragraph 2 hereof, for reasons other than serious physical disability or other incapacity, or should CEO be convicted of any crime relating to ethics, honesty or moral turpitude, SCFHP may, upon a simple majority vote of the Board, terminate her employment for cause under this Agreement, without any required period of notice. If the employment of CEO is terminated for cause pursuant to this section 6(b), CEO's base compensation and other compensation and benefits shall cease on the effective date of termination. Any available accrued PTO due to CEO as of the date of termination shall be paid to the extent required by law to CEO on termination.

c) Termination Due to Disability.

If DARROW shall become unable to perform the essential functions of her position in Paragraph 2 hereof, with or without reasonable accommodation due to a long-term disability, SCFHP, by a simple majority vote of the Board,

may, upon at least one month's written notice, terminate her employment under this Agreement. In the event of such termination, DARROW shall be paid all compensation hereunder through the end of the one month notice period described above, plus any available accrued PTO to the extent required by law.

SCFHP will provide CEO with a long-term disability policy, currently through the Standard Life Insurance Company but subject to change. CEO also should be eligible for short-term disability benefits through the State of California. Therefore, should the CEO become disabled, she should promptly submit a claim to receive disability benefits from both the State of California and the long-term disability insurer. The CEO shall use her best efforts to obtain disability benefits under these insurance programs or state benefits.

If the CEO is not "disabled" as that term is defined in the long-term disability insurance policy, then after the expiration of the waiting period for long-term disability insurance, SCFHP shall pay the CEO her then monthly salary and the CEO's portion of the COBRA premium for twelve (12) months thereafter as an agreed-upon severance payment. This severance will be offset by: (1) all compensation the CEO received pursuant to Paragraph 4(c) above; (2) all accrued PTO; (3) any benefits the CEO receives from the State of California, Social Security, Medicare, the United States government, and any long-term insurance company; and (4) any monies received from any other person or entity who caused or contributed to the CEO becoming disabled.

d) Termination Due to Resignation of CEO.

CEO may terminate this Agreement at anytime by giving notice of termination in writing to the Board of SCFHP not less than sixty (60) calendar days prior to the effective date of termination. Once this notice of termination is provided by the CEO, the Board, at its sole discretion, will determine whether the CEO will continue working the sixty (60) days prior to the effective date of the resignation or whether the resignation will be considered effective at some date prior to the sixty (60) day notice provided by the CEO. If the Board, in its sole discretion, decides to accelerate the effective date of the notice of termination, the CEO will be provided written notice of this decision and will be relieved of all her duties immediately upon receipt of this notice from the Board. If the Board decides to accelerate the effective date of the resignation, the CEO will only be paid to the effective date of the termination specified in the Board's notice of termination.

7. Should the Board in its discretion materially reduce the CEO's duties or authority so it can reasonably be found that the CEO is no longer performing as the CEO of SCFHP, the CEO shall have the right, within 90 days of such event(s), in her complete discretion, to open negotiation with the Board of Directors to resolve said issue. If the Board and the CEO are unable to amicably resolve such issue, the CEO may terminate this contract by

written notice delivered to the Chairperson of the Board. Upon such termination, the CEO shall be entitled to the severance payment described in Paragraph 6(a), in accordance with the terms of that paragraph.

8. If SCFHP is dissolved or rescinded, the CEO shall be entitled to the same severance arrangement as would be applicable under Paragraph 6(a) if SCFHP had terminated her employment at such time.

9. SCFHP shall maintain an amount to cover the CEO's severance as a reserve (in the form of a liability) in the event that SCFHP is dissolved.

10. If an event described in Paragraph 6, 7, or 8 occurs and the CEO accepts any of the severance benefits or payments described therein, to the extent not prohibited by law, the CEO shall be deemed to voluntary release and forever discharge SCFHP and its officers, directors, employees, agents, and related public entities and their successors and assigns, both individually and collectively and in their official capacities (hereinafter referred to collectively as "Releasees"), from any and all liability arising out of his employment and/or the cessation of said employment to the full extent permitted by law. Nothing contained in this paragraph shall prevent the CEO from bringing an action to enforce the terms of this Agreement.

11. The CEO shall maintain confidentiality with respect to non-public information that she receives in the course of her employment and not disclose any such information. The CEO shall not, either during the term of employment or thereafter, use or permit the use of any non-public information of or relating to SCFHP or its members in connection with any activity or business and shall not divulge such information to any person, firm, or corporation whatsoever, except as may be necessary in the performance of her duties hereunder or as may be required by law or legal process.

12. During the term of her employment, the CEO shall comply with all applicable conflict of interest and ethical laws of the State of California, and shall disclose to the Board promptly any ownership, management, operation, control, or participation in, whether as an officer, employee, partner, stockholder or otherwise, any business, partnership, firm, or corporation (all of which hereinafter are referred to as "entity") that is at the time engaged in a business that is, directly or indirectly, contracted with SCFHP or would otherwise create a conflict of interest. Should the Board approve the CEO's involvement with such entity, the CEO may continue her involvement with that entity, but must recuse herself from any decisions that may arise relating to that entity. The CEO will divest herself or place her stock or other legal interest in a blind trust if so directed by the Board after full disclosure. The CEO's ownership of stock index funds that invest in such entities shall not constitute a prohibited conflict of interest under this section unless otherwise prohibited by California law.

13. This contract and the applicable SCFHP Employee Handbook(s) constitute the entire agreement between the parties and contain all the agreements between them with respect to the subject matter hereof. These agreements also supersede any and all other

agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

14. Except as otherwise specifically provided, the terms and conditions of this contract may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective it shall have been reduced to writing and signed by the Chairperson of the Board and the CEO. All provisions of SCFHP's Employee Handbook are subject to change by Board resolution without the agreement of the CEO.

15. The invalidity or unenforceability of any particular provision of this contract shall not affect its other provisions, and this contract shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

16. This agreement shall be binding upon SCFHP, its successors and assigns, and shall inure to the benefit of the CEO, her administrators, executors, legatees, heirs and assigns.

17. This agreement shall be construed and enforced under and in accordance with the laws of the State of California.

This contract has been approved by SCFHP Board and signed this 13th day of April, 2009.

Santa Clara Family Health Plan

WITNESS: _____

BY: [Signature] (Chairperson of the Board)

WITNESS: _____

BY: [Signature]

(ELIZABETH DARROW [CEO])

CEO Agreement

Amendment 1

All conditions and obligations remain in effect as stated in the attached CEO Agreement dated April 1, 2009, except for the following:

Elimination of the Car Allowance, Darrow will be reimbursed for mileage as all other employees of Santa Clara Family Health Plan (SCFHP) per the current IRS rates and policies;

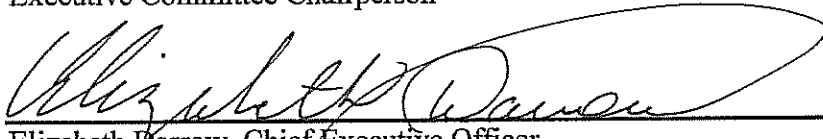
Severance will be extended to eighteen (18) months under the current terms and conditions outlined in CEO Agreement; and

Darrow will receive a 3% salary increase July 1, 2010, as approved by the SCFHP Board and as granted to all other SCFHP employees on that date.

This contract amendment has been approved by SCFHP Board and signed this 10th day of Feb, 2011.



Santa Clara Family Health Plan
Executive Committee Chairperson



Elizabeth Darrow, Chief Executive Officer
Santa Clara Family Health Plan

CEO Agreement

Amendment 2

All conditions and obligations remain in effect as stated in the attached CEO Agreement dated April 1, 2009, except for the following:

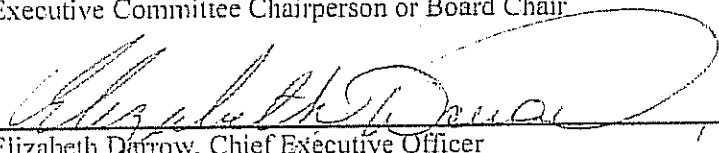
Severance will be decreased to twelve (12) months under the current terms and conditions outlined in CEO Agreement. No additional accruals of compensated time off shall be allowed past the date of activation of the severance; and

Darrow will receive a 3% salary increase July 1, 2013, as approved by the SCFHP Board.

This contract amendment has been approved by SCFHP Board and signed this 24th day of June, 2013.



Michele Lew, Board Chair
Santa Clara Family Health Plan
Executive Committee Chairperson or Board Chair



Elizabeth Darrow, Chief Executive Officer
Santa Clara Family Health Plan

SANTA CLARA FAMILY HEALTH PLAN
CHIEF EXECUTIVE OFFICER (CEO)
AMENDMENT 3 TO EMPLOYMENT CONTRACT

WHEREAS, an Employment Contract was entered into effective April 1, 2009 between the Santa Clara Family Health Authority, dba Santa Clara Family Health Plan ("SCFHP"), a public county health authority, and Elizabeth Darrow ("DARROW or "CEO"),

WHEREAS this Employment Contract was amended twice, on February 10, 2011 and on June 24, 2013;

WHEREAS the Employment Contract as so amended will be referred to herein as "The Contract;"

WHEREAS, both SCFHP and DARROW desire to make certain modifications to The Contract based on DARROW's stated desire to resign her employment, and SCFHP's desire to retain DARROW through March 31, 2015 in order to effect an orderly transition to a new CEO;

NOW THEREFORE, in consideration of the material advantages accruing to the two parties and the mutual covenants contained herein, and intending to be legally bound hereby, SCFHP and DARROW agree as follows:

All prior conditions and obligations remain in full force and effect as stated in The Contract, except for the following modifications:

1. **Term of Agreement.** Pursuant to Section 6(a) of The Contract, a majority of The Board of SCFHP in its discretion, in light of DARROW's stated intention to resign, has decided to end its relationship with DARROW no later than March 31, 2015. DARROW agrees that this Amendment 3 to The Contract constitutes her written notice of such termination of her contract as required by The Contract.
2. **Severance.** In lieu of the severance stated in Section 6(a) of the April 1, 2009 Contract, as amended by prior Amendments 1 and 2, SCFHP agrees and promises that should DARROW continue to perform her duties as CEO faithfully, loyally, diligently, and competently from the date of execution of this Amendment 3 through March 31, 2015, SCFHP will pay DARROW the equivalent of her annual salary as of April 1, 2015 as an agreed-upon severance. No prorated severance payments shall be due and payable should DARROW not perform her duties as CEO through March 31, 2015. However, should SCFHP decide to terminate the CEO's employment prior to March 31, 2015, under circumstances other than those permitted by Paragraphs 6(b), 6(c) or 6(d) of the Employment Contract, when DARROW has fully complied with her obligations to SCFHP, then DARROW shall still be entitled to receive the same twelve month severance and benefits specified in this Paragraph, but that Severance Period will then begin thirty (30) days from notice of that early termination of the Employment Contract.

The severance payment shall be subject to all payroll deductions as required by law. During the Severance Period, DARROW may at her option retire from Cal-PERS and continue to receive Cal-PERS medical benefits as a retiree of SCFHP, or elect COBRA and receive medical benefits as a COBRA beneficiary. Should DARROW elect by April 30, 2015 not to retire from Cal-PERS for the purpose of receiving medical benefits as a retiree but instead elect COBRA, then SCFHP shall pay DARROW a lump sum non-taxable payment of \$700 per month during the Severance Period (March 31, 2015 to March 31, 2016) until DARROW is eligible for similar benefits under new employment, self-employment, or other means, or until the end of the Severance Period, whichever comes first. Should this promise to pay a lump sum be illegal or violate any regulations, including any Affordable Care Act nondiscrimination regulations issued after the date the parties enter into Amendment 3 to The Contract, the parties agree that SCFHP may at its sole discretion immediately terminate these lump sum payments. In the event of such termination of these lump sum benefits, SCFHP reserves the right to make any legal and valid taxable lump sum payment to DARROW it selects during the Severance Period.

During the Severance Period, SCFHP will reimburse DARROW for her COBRA payment(s) for vision or dental benefits, should she timely elect COBRA for such benefits, until and unless DARROW is eligible for vision and/or dental benefits from another employer.

None of the severance payments and benefits described in this sub-paragraph will be payable to the CEO in the event that DARROW's employment is terminated under the circumstances described in Paragraphs 6(b), 6(c) or 6(d) of the Employment Contract.

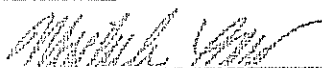
3. **Termination For Other Reasons.** SCFHP retains the right, pursuant to Section 6(b) and Section 6(c) to terminate The Contract as amended before March 31, 2015 should the CEO fail to perform her duties faithfully, loyally, diligently, or competently as required by Section 6(b) of The Contract, or become unable to perform the essential functions of her position with or without reasonable accommodation due to a long-term disability as stated in Section 6(c) of The Contract. DARROW retains the right to resign as CEO as stated in Section 6(d) of The Contract earlier than March 31, 2015, and SCFHP retains its rights as stated therein. No severance will be payable to the CEO in the event that the CEO's employment is terminated before March 31, 2015 under the circumstances described in Paragraphs 6(b), 6(c), or 6(d) of The Contract.

4. **No Solicitation.** During the CEO's employment with SCFHP, and during the Severance Period, the CEO will not solicit, or attempt to solicit, directly or indirectly, any person who is or was an employee of SCFHP (within six months of the date in question) or in any manner induce or attempt to induce any such employee of SCFHP to terminate his or her employment with SCFHP; or interfere with SCFHP's relationship with any such person.

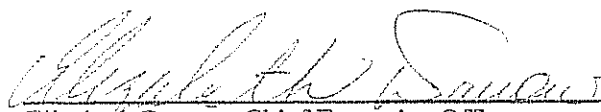
5. The obligations of SCFHP hereunder, including its obligation to pay the severance provided for herein, are contingent upon DARROW's performance of her obligations hereunder. In the event of any material breach, SCFHP may terminate employment and DARROW's right to continued severance payments shall cease immediately upon such breach.

6. **Voluntary Agreement:** DARROW and SCFHP represent and agree that each has reviewed all aspects of this Amendment to the Contract, has carefully read and fully understands all provisions of this Amendment and is voluntarily entering in to this Amendment to The Contract. Each party represents and agrees that such party has had opportunity to review any and all aspects of this Amendment with the legal, tax, or other advisors of such party's choice. DARROW represents and acknowledges that she was advised to seek independent legal advice before entering into this Amendment to The Contract.

This contract Amendment 3 to The Contract has been approved by the SCFHP Board and signed this 16th day of May, 2014.



Santa Clara Family Health Plan
Board Chair



Elizabeth Darrow, Chief Executive Officer
Santa Clara Family Health Plan

Firmwide:125849894.1 057898.1000

SANTA CLARA FAMILY HEALTH PLAN
CHIEF EXECUTIVE OFFICER (CEO)
AMENDMENT 4 TO EMPLOYMENT CONTRACT

WHEREAS, an Employment Contract was entered into effective April 1, 2009, between the Santa Clara Family Health Authority, dba Santa Clara Family Health Plan ("SCFHP"), a public county health authority, and Elizabeth Darrow ("DARROW or "CEO"),

WHEREAS this Employment Contract was amended on February 10, 2011, June 24, 2013 and May 16, 2014;

WHEREAS the Employment Contract as so amended will be referred to herein as "The Contract;"

WHEREAS, both SCFHP and DARROW desire to make certain modifications to The Contract based on DARROW's stated desire to resign her employment, and SCFHP's desire to retain DARROW through March 31, 2015, in order to effect an orderly transition to a new CEO;

NOW THEREFORE, in consideration of the material advantages accruing to the two parties and the mutual covenants contained herein, and intending to be legally bound hereby, SCFHP and DARROW agree as follows:

- 1.) Contract is amended as follows:
 - a. Due to the delay in the selection of a new CEO and the Governing Board's desire to extend the contract, DARROW agrees to continue as SCFHP CEO until no later than July 1, 2015;
 - b. DARROW agrees to serve in this capacity and to assist at the Governing Board's direction with transition to a new CEO;
 - c. SCFHP agrees to work diligently and with all due haste to appoint a new CEO; and
 - d. SCFHP agrees that Severance period begins at mutually agreed to date but no later than July 1, 2015.
- 2.) All other provisions in Contract remain in force.

This contract Amendment 4 to the Contract has been approved by the SCFHP Governing Board and signed this _____ day of March 2015.

Santa Clara Family Health Plan Board Chair

Elizabeth Darrow, Chief Executive Officer Santa Clara Family Health Plan