

**AMENDMENT #1 TO THE AGREEMENT FOR THE
PROVISION OF SPECIALIZED PUBLIC TRANSPORTATION SERVICES
BETWEEN THE
SHASTA REGIONAL TRANSPORTATION AGENCY
AND
DIGNITY HEALTH CONNECTED LIVING**

This Amendment #1 to the Agreement for the Provision of Specialized Public Transportation Services is entered into between the Shasta Regional Transportation Agency ("SRTA") and Dignity Health Connected Living ("DHCL").

The following sections are hereby modified, replaced or added in their entirety in the Agreement for the Provision of Specialized Public Transportation Services ("Agreement") between SRTA and DHCL, executed on July 1, 2017:

WHEREAS, Sections 19.a. and b. of the Agreement shall be amended and restated as follows:

19. a. DHCL shall provide general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$5,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. All such policies shall name SRTA and its Board of Directors as additional insureds.

b. At all times during the performance of the work under this Agreement, DHCL shall maintain Three Million Dollars (\$3,000,000) per occurrence in automobile liability insurance for bodily injury and property damage, including coverage for owned, non-owned, and hired vehicles, in a form and with insurance companies acceptable to SRTA. The automobile liability policy shall name SRTA and its Board of Directors, officers, directors, employees and volunteers as additional insureds. DHCL's insurance shall be primary coverage and any insurance or self-insurance maintained by SRTA shall be excess of DHCL's insurance and shall not contribute with it. DHCL grants to SRTA a waiver of any right of subrogation which any insurer of DHCL may require against SRTA and DHCL agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DHCL has received a waiver of subrogation endorsement from the insurer.

WHEREAS, a new Section 24 shall be added to the Agreement as follows:

24. Vehicle Wrapping. If DHCL owned vehicles are used in the Sunday On-Demand Transit Service, SRTA may have the vehicles temporarily wrapped (with any designs approved by DHCL) at SRTA's cost and expense. At the conclusion of the Sunday On-Demand Transit Services, or upon termination of the Agreement, SRTA will remove the wrapping at its cost and expense.

WHEREAS, Appendix A is amended as follows:

DHCL shall provide public transportation services that meet the following criteria:

8. The average annual TDA Subsidy per Passenger Trip shall not exceed \$19.75, annually increased for inflation. This amount shall be updated periodically. If DHCL costs are above this rate, SRTA will meet with DHCL to review the reasonableness of the standard and either modify the standard or agree on methods and a timeframe for compliance. If the service provider still cannot meet the applicable standard, SRTA will not reimburse above the applicable rate per passenger trip effective upon written notification from SRTA.

17. Per above Section 14 of Appendix A, SRTA and DHCL will initiate a two year Sunday On-Demand Transit Service Demonstration project in FY 2019/20. Performance goals for the Sunday Transit Service Demonstration project are intended to measure service quality and efficiency. These goals are aspirational, not mandatory, but will be used to evaluate whether service should continue beyond the two-year demonstration. The goals are as follows:

a. Passengers per hour	1.5
b. Cost Per Vehicle Revenue Hour	\$42.58
c. Average Annual Subsidy per Trip	\$11.43
d. Passengers Per Revenue Mile	0.20
e. Denied Trips	0
f. Number of Valid Complaints	0
g. Number of Missed Trips	0
h. On-time Performance	90%
i. Trips Exceeding Maximum Wait Time	Less than 5%
j. Trips Exceeding Maximum Ride Time	Less than 5%
k. Seat Utilization	25%

WHEREAS, Appendix B is amended as follows:

DHCL shall be reimbursed for CTSA services as follows:

For ease of administration and to ensure compliance with the provisions of this agreement, DHCL's claim for Transportation Development Act funds shall be remitted directly to SRTA in the SRTA Board of Director's allocation instructions. Reimbursement from SRTA to DHCL will be based on DHCL's monthly invoices of eligible costs. The total reimbursement shall not exceed the SRTA Board of Directors' approved annual allocation. Reimbursement from any other funding sources must first be approved by the SRTA Board of Directors and shall utilize the same monthly invoice process.

The format of DHCL's invoices for approved pilot or demonstration projects shall be determined by SRTA at the time such services are authorized by the SRTA Board of Directors. The format will be relayed to DHCL in writing.

Invoices will not be processed more frequently than monthly, while reimbursement shall not exceed the SRTA Board of Directors' approved service allocation.

DHCL shall be reimbursed for administration and operations of Sunday On-Demand Transit Service Demonstration services, as follows:

DHCL will invoice SRTA for the Sunday On-Demand Transit Services separately from CTSA services and shall utilize the same monthly invoice process. Reimbursement from SRTA to DHCL will be based on eligible administration and operating costs. Total reimbursement shall not exceed the SRTA Boards of Directors approved annual allocation.

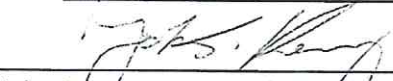
All other terms of the Agreement remain unchanged by these amendments.

IN WITNESS WHEREOF, SRTA and DHCL executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

Shasta Regional Transportation Agency:

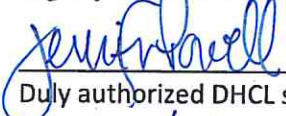

Daniel S. Little, AICP, Executive Director

Date: 11-5-19


John Kenny, SRTA Legal Counsel

Date: 11/7/19

Dignity Health Connected Living:


Duly authorized DHCL signatory

TAX ID#: 23-7115371

Date: 11/8/2019