

**AGREEMENT FOR THE PROVISION OF SPECIALIZED
PUBLIC TRANSPORTATION SERVICES
between the
SHASTA REGIONAL TRANSPORTATION AGENCY
and
DIGNITY HEALTH CONNECTED LIVING**

THIS AGREEMENT is entered into effective July 1, 2017, between Dignity Health Connected Living (hereinafter referred to as DHCL) and the Shasta Regional Transportation Agency (hereinafter referred to as SRTA).

RECITALS

WHEREAS, SRTA and DHCL intend to provide transportation and coordination of public transportation services; and

WHEREAS, SRTA and DHCL intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by federal and state requirements; and

WHEREAS, SRTA and DHCL intend to cooperate to ensure continual satisfactory compliance with applicable Transportation Development Act (TDA) regulations; and

WHEREAS, SRTA and DHCL intend to ensure their respective cost accounting systems meet SRTA policies and TDA regulations; and

WHEREAS, SRTA and DHCL intend to improve accountability of persons carrying out the duties prescribed in this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. AGREEMENT with DHCL
 - a. This AGREEMENT constitutes an arrangement between SRTA and DHCL, and may be amended by mutual written AGREEMENT.
 - b. This AGREEMENT includes appendices, "DHCL Scope of Work and Performance Standards" (Appendix A) and "DHCL Compensation" (Appendix B), hereinafter referred to as Appendices A and B, respectively. This AGREEMENT includes "Special Conditions" (Appendix C), hereinafter referred to as Appendix C.

Appendix C may be administratively modified at any such time other fund sources are approved by the SRТА Board of Directors.

- c. SRТА’s maximum payment obligation to DHCL is limited to funds authorized pursuant to Appendix B. The maximum obligation shall be determined on an annual basis by the SRТА Board of Directors.
- d. This AGREEMENT supersedes the agreement dated December 9, 2014, amended March 10, 2016, and all prior agreements between SRТА and DHCL (formerly Shasta Senior Nutrition Program) for provision of public transportation. Any current or future Sub-Recipient Cooperative Agreements for planning activities are completely separate from this agreement and remain valid.
- e. For purposes of this AGREEMENT, Consolidated Transportation Services Agency (CTSA) means any public transportation service that meets CTSA criteria under the Transportation Development Act, or any other public transportation service approved by the SRТА Board of Directors that is not being met by Redding Area Bus Authority (RABA) services.

2. Scope of DHCL Responsibilities

- a. DHCL shall be responsible for the complete performance of the work and performance standards described in Appendix A. DHCL will use their own procurement process for subcontractor procurements.
- b. DHCL’s executive director or designee shall coordinate all work described in Appendix A with the SRТА executive director or designee. SRТА shall not be obligated to make payments to DHCL until DHCL Project Manager has carried out the responsibilities described herein and in compliance with Sections 6 through 10 of this AGREEMENT.
- c. DHCL shall maintain an oversight structure and process at its governing board level for matters including but limited to personnel, contracting, budget, audits and policy. This oversight may be in the form of the existing board or new committee, such as a Budget and Personnel Committee, Audit Committee or Finance Committee to oversee compliance with the applicable TDA regulations cited herein.

3. Personnel

Personnel employed by DHCL to perform the work described in Appendix A shall be employed consistent with Sections 11, 12, and 13 of this AGREEMENT.

4. Time of Performance and Extensions

The services provided pursuant to this AGREEMENT shall begin upon signing of the AGREEMENT by SRТА and DHCL and shall continue until June 30, 2022. This agreement may be extended by the SRТА Board of Directors and DHCL for up to an additional five years if the SRТА Board of Directors finds that such an extension is in the best interest of the agency due to factors including the value of services provided and disruptions caused by a change in the service provider.

5. Materials to be Furnished to DHCL

- a. SRТА shall provide DHCL with a right to use (without charge by SRТА) information, data, reports, records, and maps which are in the possession of or readily available to SRТА, for the purposes of carrying out work under this AGREEMENT. However, SRТА's proprietary information or otherwise confidential or privileged materials shall not be provided to DHCL, unless authorized by SRТА's legal counsel.
- b. At the option of SRТА, and if allowable under federal and state grant requirements, SRТА may procure equipment, software, or other materials for use by DHCL, only for purposes of carrying out work described under this AGREEMENT. DHCL agrees to comply with all license agreements for software or other materials procured by SRТА for use by DHCL.
- c. All equipment, software, or other materials provided to DHCL under this AGREEMENT shall remain the property of SRТА and shall be returned to SRТА upon project completion or termination. See also section 22 of this AGREEMENT.

6. Payment of DHCL Invoices

- a. DHCL will file an annual TDA Article 4.5 claim with SRТА. For ease in administration, SRТА will receive the monthly claim amount from the Shasta County Auditor- Controller and remit applicable funds to DHCL based on DHCL's invoices to SRТА.

- b. Payment is contingent upon receipt by SRTA of the above documentation provided by DHCL, consistent with Sections 7 through 8 of this AGREEMENT. Payment to DHCL is further contingent upon SRTA's determination that the performance of DHCL meets TDA regulations and SRTA standards.
- c. Reimbursement from SRTA shall be made monthly for eligible expenses.
- d. For travel and subsistence (per diem) expenses of DHCL and its contractors, only as applicable to the terms of this AGREEMENT, rates shall not exceed rates authorized to be paid rank and file state employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by DHCL are in excess of DPA rates, SRTA will not reimburse those amounts in excess of the DPA rates.

7. Matching Funds

- a. DHCL will have a goal of a match as specified in Appendix A, 10.i. The match may consist of additional donations, additional fare box revenue over the 10% goal or other grants that provide CTSA-eligible transportation services.

8. Cost Principles

- a. DHCL agrees to be bound by and shall also require its contractors to comply with the following:
 - i. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be used to determine the allow-ability of individual project cost items; and
 - ii. The federal administrative procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative AGREEMENTs to State and Local Governments."
- b. Any costs for which DHCL receives payment or credit that is determined by a subsequent audit or other review by either SRTA, Caltrans, or other state or federal authorities to be unallowable under, but not limited to, 2 CFR Part 200; 48 CFR Chapter 1, Part 31; or 49CFR, Part 18, shall be repaid by DHCL within thirty (30) days of DHCL receiving notice of audit findings.

- c. All costs charged to this AGREEMENT by DHCL shall be supported by properly executed payrolls showing labor (wage) rates per hour, time records, and invoices and vouchers evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in paragraph 8 (a) of this AGREEMENT.
- d. DHCL agrees to furnish documentation to SRTA to support this requirement that its agreements with a contractor contain provisions requiring adherence to this Section in its entirety.
- e. Indirect costs are permitted under an audited indirect cost plan.

9. Written and Electronic Versions of Work Products and Related Materials

- a. DHCL shall provide copies of all of its deliverables, as well as support data created pursuant to the Scope of Work, to SRTA in electronic format(s) acceptable to SRTA. Hard copies will also be provided upon SRTA request. Related materials, including any reports, newsletters, or other written materials, will also be provided in hard copy and/or electronic format, upon SRTA request.
- b. Any graphics or images accompanying the text of these written materials shall be included in the electronic version, in a format (e.g. JPEG, BMP, or PNG) requested by SRTA staff. The quality of the images will be a minimum 300-600 DPI resolution, typically a 3MB or more file size.
- c. The electronic versions of all written materials, data files, and accompanying graphics or images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
- d. Materials in the electronic version shall be presented to SRTA in a medium pre-approved in writing by the SRTA project manager. For reports, this would typically be in Microsoft Word and Adobe Acrobat formats.
- e. SRTA shall be free to copyright material developed under this AGREEMENT. The applicable state funding agency may reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this AGREEMENT for government purpose.

10. Records Retention and Audits

- a. DHCL shall maintain, and shall require that its contractor maintain, all source documents, books, and records connected with their performance of work initiated under this AGREEMENT and each annual SRТА audit for a minimum of three (3) years from the date of final payment to DHCL, or until audit resolution is achieved, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SRТА, the state, the Bureau of State Audits, or the federal government (if applicable) upon request. Copies will be made and furnished by DHCL upon request, at no cost to SRТА.
- b. DHCL shall establish and maintain, and shall require that its contractor establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support invoices which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subcontractors, etc.), as applicable, and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- c. DHCL agrees to include all costs associated with this AGREEMENT and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under an annual audit.
- d. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, DHCL and its contractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or AGREEMENTs, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of the contract duration and for three (3) years from the date of final payment to DHCL or until audit resolution is achieved for each annual SRТА audit, whichever is later. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or

agreements for audits, examinations, excerpts, and transactions, and DHCL and its contractors shall furnish copies thereof if requested.

- e. Neither the pendency of a dispute nor its consideration by SRTA or the state will excuse DHCL from full and timely performance in accordance with the terms of this AGREEMENT.
- f. DHCL agrees to furnish documentation to SRTA to support this requirement that its agreements with a contractor contain provisions requiring adherence to this Section in its entirety.

11. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this AGREEMENT, DHCL for itself, its assignees, and successors in interest, shall affirmatively require that its employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. DHCL shall ensure that the evaluation and treatment of their employees and applicants for employment, as well as their contractors, are free from such discrimination and harassment. DHCL shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this AGREEMENT by reference and made a part hereof as set forth in full. DHCL shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- c. In the event of DHCL's noncompliance with the nondiscrimination provisions of this AGREEMENT, SRTA shall impose such contract sanctions as it, the DOT, or

other applicable funding agency may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to DHCL under this AGREEMENT until DHCL complies; and/or
 - ii. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- d. DHCL shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this section.
- e. DHCL shall include the provisions of this Section in every AGREEMENT with its contractor(s). DHCL shall take such action with respect to any such AGREEMENT as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

12. Conflict of Interest

DHCL and its officers, employees, and agents (including a contractor) that perform work under this AGREEMENT shall comply with federal and state conflict of interest laws, regulations and policies, and applicable provisions of SRTA's Conflict of Interest Policy.

13. Independent Contractor

DHCL and its officers, employees, and agents shall be independent contractors in the performance of this AGREEMENT.

14. Disputes

- a. Should either party to this AGREEMENT bring legal action against the other (formal judicial proceeding, mediation or arbitration), the case shall be handled in Shasta County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator, or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

- b. Neither the pendency of a dispute nor its consideration by SRTA or the state will excuse DHCL from full and timely performance in accordance with the terms of this AGREEMENT.

15. Hold Harmless

- a. DHCL shall defend, indemnify and hold SRTA, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DHCL, its officers, agents or employees.
- b. SRTA shall defend, indemnify and hold DHCL, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SRTA, its officers, agents or employees.
- c. DHCL further agrees to reimburse SRTA for claims, demands, costs or liability associated with the incomplete performance of work contained in Appendix A, in the event that DHCL terminates this AGREEMENT in accordance with Section (17)(b) herein.

16. Noncompliance

In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this AGREEMENT, this AGREEMENT may be terminated.

17. Termination

- a. Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination at least ninety (90) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the AGREEMENT shall be returned to SRTA at its option. DHCL shall return at the option of SRTA, all equipment, software, or other materials provided to DHCL under this AGREEMENT. If this AGREEMENT is terminated by SRTA, as provided

herein, DHCL shall be reimbursed for expenses incurred prior to the termination date, in accordance with Section 6 through 8 of this AGREEMENT.

- b. Termination for Cause: If through any cause, DHCL shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if DHCL violates any of the covenants, agreements, or stipulations of this AGREEMENT, SRTA shall thereupon have the right to terminate the AGREEMENT by giving not less than ten (10) calendar days written notice to DHCL of the intent to terminate and specifying the effective date thereof. SRTA shall provide a reasonable opportunity for DHCL to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by DHCL under this AGREEMENT shall be provided to SRTA. At the option of SRTA, DHCL shall return all equipment, software, or other materials provided to DHCL under this AGREEMENT. DHCL shall be entitled to receive compensation for all work satisfactorily completed, in SRTA's judgment, in accordance with Appendix A prior to the effective date of termination.
- c. Fiscal Funding Out: DHCL may terminate this AGREEMENT immediately upon email or other written notice should funding cease or be materially decreased during the term of this AGREEMENT. Likewise, SRTA may also terminate this AGREEMENT immediately for the same purpose.

18. Environmental, Resource Conservation, and Energy Requirements

DHCL recognizes that many federal and state statutes imposing environmental, resource conservation and energy requirements may apply to the project. DHCL agrees to adhere to any such federal and state requirements.

19. Insurance Requirements

- a. DHCL shall provide general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. All such policies shall name SRTA, its Board of Directors, employees and agents, as additional insureds. The insurance certificate and additional insured endorsement shall be provided to SRTA prior to execution of this AGREEMENT. The certificate of insurance shall include a waiver of subrogation in favor of SRTA.

- b. At all times during the performance of the work under this AGREEMENT, DHCL shall maintain one million dollars (\$1,000,000) 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.
- c. At all times during the performance of the work under this AGREEMENT, DHCL shall maintain workers' compensation and employer's liability coverage in compliance with applicable statutory requirements. The certificate of insurance shall include a waiver of subrogation in favor of SRTA.
- d. All insurance policies shall contain a provision for thirty (30) days advance written notice by the insurer(s) to SRTA of any cancellation. All policies shall contain a provision stating that the DHCL's policies are PRIMARY insurance and that insurance of SRTA or any named insureds will not be called upon to contribute to any loss. All insurance policies are to be placed with Insurers with a current A.M. Best rating of no less than an "A-" policyholders rating and a financial rating of not less than Class V.

20. Assignment and Subcontracting

- a. DHCL shall not assign, sublet or transfer (whether by assignment or novation) this AGREEMENT or any rights under or interest in this AGREEMENT without the written consent of SRTA, which may be withheld for any reason, provided however, that claims for money due to DHCL from SRTA under this AGREEMENT may be assigned to a bank, trust company or other financial institution without such approval. Notice of such assignment or transfer shall be promptly furnished to SRTA in writing.
- b. Nothing contained herein shall prevent DHCL from employing independent professional associates, and subcontractors as may be deemed appropriate to assist in the performance of services hereunder. DHCL shall not enter into any AGREEMENT to perform subcontracted work in connection with this AGREEMENT without first obtaining SRTA's written approval as to the scope of work and the subcontractor.

- c. If DHCL subcontracts any of the work to be performed under this AGREEMENT; DHCL shall be as fully responsible to SRTA for the acts and omissions of DHCL's subcontractor, and of the persons employed by the subcontractor, as the contractor is for the acts and omissions of persons directly employed by DHCL. Nothing contained in this AGREEMENT shall create any contractual relationship between any subcontractor of DHCL and SRTA. Any subcontract in excess of \$25,000, entered into as a result of this AGREEMENT, shall contain all of the provisions stipulated in this AGREEMENT to be applicable to the subcontractor. DHCL shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this AGREEMENT, unless specifically noted to the contrary in the subcontract in question, approved in writing by SRTA.

21. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- a. Debarment and Suspension certification is required for all procurements exceeding \$25,000. The Federal Transit Administration (FTA) shall be informed of any certification exceptions. A certificate, entitled "Certifications Regarding Debarment, Suspension, and Other Matters," will be submitted by DHCL at the signing of this AGREEMENT.
- b. DHCL certifies, to the best of its knowledge and belief, that DHCL and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. Have not within a three-year period preceding this proposal or AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (ii.) above; and
 - iv. Have not within a three-year period preceding this proposal or AGREEMENT had one or more public transactions terminated for cause or default.
- c. Should DHCL be unable to certify to any of the statements above, DHCL shall attach an explanation to this AGREEMENT. The ability to not certify will be subject to review by SRТА and may be terms for termination of this AGREEMENT.

22. Asset Maintenance and Disposition

Equipment, software, vehicles and other assets purchased by DHCL with funds from this agreement or other grants obtained for the services to be performed by this agreement shall be properly maintained by DHCL and, at the termination of this agreement, shall be transferred to SRТА or disposed of as DHCL and SRТА may mutually agree.

23. Notice

Any notice or notices required or permitted to be given pursuant to this AGREEMENT may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Shasta Regional Transportation Agency
Attn: Daniel S. Little, AICP, Executive Director
1255 East Street, Suite 202
Redding, CA 96001

Dignity Health Connected Living
Attn: Jennifer Powell, Executive Director
200 Mercy Oaks Drive
Redding, CA 96003

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first herein written above:

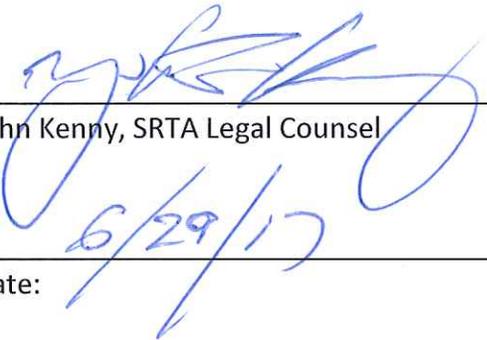
Shasta Regional Transportation Agency:



Daniel S. Little, AICP, Executive Director

7-1-17

Date:

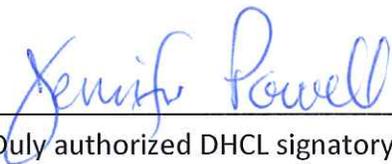


John Kenny, SRTA Legal Counsel

6/29/17

Date:

Dignity Health Connected Living:



Duly authorized DHCL signatory

TAX ID#: 23-7115371

6/29/2017

Date:

Appendix A – DHCL Scope of Work and Performance Standards

The services provided under this agreement are intended to complement and augment traditional fixed route services provided by the Redding Area Bus Authority (RABA) without providing redundant services to RABA. The level of public transportation services provided under this agreement must be determined annually depending on needs identified in SRTA's Unmet Transit Needs Process. Once SRTA has defined the level of service to be provided, DHCL will propose a budget in coordination with SRTA which SRTA will adopt in June prior to each fiscal year. Generally, the scope of public transportation services provided through this agreement will:

1. Provide links to communities with either an origin or destination outside the RABA service area.
2. Respond to a transportation need currently not being met in the SRTA region.
3. Integrate with existing transit services, where applicable and appropriate.
4. Be in compliance with AB 120 by improving the effectiveness, efficiency and quality of the travel services being delivered while avoiding service overlaps.
5. Pursue grants to increase service and minimize the Transportation Development Act (TDA) subsidy per passenger-trip.

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

1. Supply vehicles, personnel, fuel, maintenance, and operations necessary to provide transportation services in Shasta County outside of the RABA service area.
2. Except for major holidays, the service hours, at a minimum, shall be Monday through Friday, for an average of eight hours daily.
3. The service area, at a minimum, shall include those areas identified in the Transit Needs Assessment as Palo Cedro, Happy Valley, Millville, Burney, Fall River Mills, Igo-Ono, Cottonwood, and the areas surrounding the cities of Redding, Anderson and Shasta Lake that are outside the RABA service area. Either the trip origin or destination shall be within these areas.
4. DHCL may provide services with both the trip origin and destination within the RABA service area with prior written permission from SRTA finding that the

type or reason for the service meets all other CTSA criteria and cannot reasonably be provided by RABA.

- a. DHCL shall identify the type of reason for all trips entirely within the RABA service area for which SRТА funds are requested.
 - b. DHCL shall review these trips by type or reason with SRТА and RABA to determine funding eligibility.
 - c. Such trips will be reimbursed until such time as an eligibility determination is made.
 - d. Findings of eligibility may be made by the SRТА executive director or the SRТА Board of Directors or be included in SRТА's annual unmet needs documentation.
 - e. For all trips with both the origin and destination within the RABA service area determined to be ineligible for SRТА funding, DHCL shall solely be responsible for the cost of providing said service.
5. DHCL may elect to deny service to any area where the cost of the trip would be unreasonable. DHCL has authority to set all fares and may charge a higher fare for certain areas based on added cost associated with serving the area.
 6. Provide curb-to-curb or door-to-door services, as those services are commonly defined in the industry, primarily to individuals over the age of sixty and any disabled individual. Individuals under sixty will be served when space permits, and subject to licensing restrictions of DHCL drivers.
 7. Trips for primary and secondary school purposes are not required to be provided under this agreement.
 8. The average annual TDA Subsidy per Passenger Trip shall not exceed \$19.75. This amount shall be updated annually as part of SRТА's Unmet Transit Needs Process. If DHCL costs are above this rate, SRТА 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.

9. Unless otherwise provided, submit monthly reports which contain the following:
 - a. Operating cost by type, including depreciation and total personnel cost for drivers and fleet maintenance, and cost for CTSA administration by employee.
 - b. Itemized costs and specific work performed pursuant to Item 7 (incentives) below.
 - c. Total operating costs broken down by fund source: TDA share, fare box revenue and other grants.
 - d. Service hours.
 - e. Operating days.
 - f. Service miles.
 - g. Passenger trips.
 - h. The average rate of occurrence of passengers each hour of the operating day.
 - i. Denied trips and reasons for denial.
 - j. Number of missed trips (a failure of the vehicle to show up) and no-shows (when the vehicle arrived on time and the rider did not show up or cancel in advance).
 - k. Originations and destinations of passenger trips.
 - l. Log of passenger complaints and resolution or actions taken (quarterly).

10. Goals for public transportation services provided by this agreement are intended to measure and improve service quality and efficiency. These goals are aspirational and not mandatory, and will be measured and updated annually as part of SRTA's Unmet Transit Needs Process. Goals are as follows:
 - a. Fare Box Ratio Goal- 10%.
 - b. Passengers per Hour Goal- 2.74.
 - c. Costs per Service Hour Goal \$42.58.

- d. Average Annual TDA Subsidy per Trip Goal- \$11.43.
 - e. Passengers per Service Mile Goal- .20.
 - f. Denied Trips Goal- 0.
 - g. Number of Complaints Goal- 0.
 - h. Number of Missed Trips Goal- 0.
 - i. Match of CTSA Operations budget from non-TDA or Fare Box Resources, Operations Goal- 25%.
 - j. Vehicle purchases from 100% non-TDA resources unless a grant requires or incentivizes a particular match.
11. Update and maintain a website which markets the service and contains all appropriate information of the services provided.
12. Submit an annual claim for its share of Transportation Development Act (TDA 4.5) funds. TDA 4.5 funds are allocated each fiscal year by the SRТА Board of Directors. SRТА may elect to fund less than five (5%) of Local Transportation Funds for CTSA services. SRТА reserves the right to withhold all payments to DHCL pending receipt of a satisfactory monthly and annual report on performance goals, progress and any planned improvements, or DHCL’s satisfactory correction of any material deficiencies noted during an audit. DHCL may be provided funds for provision of other mutually agreed specialized services as specified by the SRТА Board of Directors.
13. The following incentives are available:
- a. SRТА will reimburse for the following administrative efforts and shall not include the costs associated with them as operating expenses for purposes of determining progress in meeting TDA subsidy limits or performance goals:
 - i. Technology for efficiency in areas such as scheduling, data gathering, reporting, rider information, and vehicle fuels and longevity.
 - ii. Developing a volunteer driver program.

- iii. Developing an on-line reservation and fare payment system.
 - iv. Apply for, and administer other grants to support CTSA operations.
 - v. Coordination with other transportation providers for the merger of transportation services.
 - vi. New pilot services for a period of up to three years.
 - vii. Other incentives subject to mutual approval of SRTA and DHCL.
14. The SRTA Board of Directors may authorize new pilot services not subject to CTSA limitations under the Transportation Development Act. Such services for example, may include a Sunday service demonstration project within the RABA service area. If authorized, such services will not be limited by Sections 1 thru 13 above, and shall have separate performance standards documented through SRTA's annual Unmet Transit Needs Process.
15. Provide fiscal audits within 180 days from the close of the fiscal year. SRTA may grant a 90-day extension upon request from DHCL. Audits shall include certification that the claimant is compliant with TDA sections 6666 and 6667.
16. Provide for coordination of public transportation with the support of SRTA staff. Support shall consist of participation in the SSTAC, any CTSA meetings, and coordinating DHCL's own services with other organizations as requested by SRTA and through the implementation of the Shasta Coordinated Transportation Plan.

SRTA shall:

1. Monitor and evaluate transportation coordination initiatives to ensure compliance with AB 120 requirements.

2. Reimburse DHCL monthly for eligible operating expenses for transportation services to the extent funds are available to SRTA.
3. As a part of the annual TDA budget process, evaluate DHCL's performance and develop recommendations for improvements.
4. Develop an operating plan for DHCL service from the results of the annual Unmet Transit Needs Process.

Appendix B – DHCL Compensation

DHCL shall be reimbursed 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.

Appendix C – Special Conditions

In addition to compliance with the provisions of the grant specified within the agreement, the sub-recipient must adhere to all other applicable provisions of the following grants.

- Master Fund Transfer Agreement (for recipients of Federal Highway Planning (PL) and FTA Metropolitan Planning (5303) funds)
- Planning Programming & Monitoring (PPM)
- Safe Routes to School (SR2S)
- Strategic Growth Council Sustainable Communities Planning Grant (Prop 84)
- Transportation Development Act (1971 Mills-Alquist-Deddeh Act – SB 325) Statutes enacted by the California State Legislature, most current amendments, through the California Code of Regulation
- Transportation Development Act Guidebook