

**CONTRACT NAME: AGREEMENT BETWEEN DIGNITY HEALTH AND DAVIS  
JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This is an addendum to include a New Affiliate to the agreement established on August 2, 2018. This educational training agreement establishes a master affiliation agreement between Dignity Health and Da Vinci Charter Academy. Da Vinci plans to place students at Woodland Memorial Hospital for internships.

April 3, 2019

Davis Joint Unified School District  
526 B Street  
Davis, CA 95616

Re: Amendment to Include New Affiliate for Davis Joint Unified School District - Educational Training Agreement [California State-Wide Agreement], effective as of 5/1/2018, as amended (collectively, the "Agreement")

Dear Sir, Madam,

This is to provide formal notice of and, to the extent required, seek your consent for, the recent combination between Dignity Health, a California nonprofit public benefit corporation ("Dignity Health"), and Catholic Health Initiatives, a Colorado nonprofit corporation ("CHI"), and the related corporate changes. These changes require the addition or otherwise inclusion of a new Dignity Health affiliate to the Agreement for which we seek your concurrence as described below.

Pursuant to a "Ministry Alignment Agreement," dated December 6, 2017, Dignity Health and CHI aligned their respective health ministries into a single national Catholic nonprofit health system effective as of February 1, 2019 ("Effective Date"). The parties expect many benefits from their combination, which joins two existing health systems that do not overlap in their primary geographies. We anticipate that the business relationship that Dignity Health enjoys with you and the operational relationships that are conducted with you will not be altered by reason of the CHI combination.

As a technical legal matter, the "ministry alignment" is governed by CommonSpirit Health, a Colorado nonprofit corporation, which is the ultimate parent organization that became the sole member of Dignity Health ("CommonSpirit Health") as of the Effective Date. CommonSpirit Health has an initial governing board composed of an equal number of directors selected from the legacy Dignity Health and CHI boards, as well as the CEO from each, and thus both parties have equal standing in the new governance structure. As an element of the transaction, Dignity Health's eight non-Catholic hospitals listed on Exhibit A were transferred to a new affiliated Colorado nonprofit corporation named Dignity Community Care ("Dignity Care"), whose address for purposes of the Agreement is c/o Dignity Health, 185 Berry Street, Suite 300, San Francisco, California 94107. As of the Effective Date, both Dignity Health and Dignity Care are under the control of CommonSpirit Health.

Due to reasons related to debt consolidation, the transaction will include a second step when Dignity Health merges into CommonSpirit Health, expected to occur within three years after the Effective Date. For your reference, further details about the transaction can be found at: <https://www.dignityhealth.org/about-us/our-organization/written-notice-ca-attorney-general/ca-ag-notice-level3> (collectively, the "Transaction").

As of and following the Effective Date, Dignity Health (and after the merger, CommonSpirit Health), will continue as a party to the Agreement. Moreover, even though Dignity Care owns the non-Catholic hospitals listed on Exhibit A, Dignity Health's operational status and role with respect to these hospitals will remain unchanged by reason of the Transaction. Your "ordinary course of business" contacts at Dignity Health will remain the same and you should continue to work with these individuals in the administration of the Agreement. These same individuals will likewise administer the Agreement on behalf of Dignity Care where applicable.

By signing below, you agree to include Dignity Care and/or its relevant hospitals as an additional "Dignity Health Hospital" or "Dignity Health Entity" (or similar term or terms defined in the Agreement

pertaining to Dignity Health's affiliates, hospitals or facilities) covered thereby, and that all references to Dignity Health shall also apply to or otherwise include Dignity Care and/or its relevant hospitals for all purposes related to the Agreement (including any schedules or exhibits attached thereto). You also acknowledge and otherwise consent to the Transaction for all purposes of the Agreement. Without limiting the foregoing, you agree that any of your rights or Dignity Health's obligations that may arise under the Agreement or that would be triggered by the Transaction are hereby waived.

Dignity Health hereby affirms that Dignity Health and, provided the Agreement remains in effect, CommonSpirit Health, as successor-in-interest to Dignity Health, will remain obligated under all the terms of the Agreement; and except as set forth herein, nothing in this letter waives or amends any duties or obligations of Dignity Health or CommonSpirit Health under the Agreement.

Kindly indicate your agreement with the foregoing by signing this letter in the space provided below and returning a signed copy **within the next ten (10) days** to Michael Montgomery at [michael.montgomery@dentons.com](mailto:michael.montgomery@dentons.com), with a copy to Clay Wortham in electronic portable format (pdf) by e-mail at [clay.wortham@dentons.com](mailto:clay.wortham@dentons.com) and Michele Karas at [michele.karas@dentons.com](mailto:michele.karas@dentons.com).

Should you have any questions concerning this letter or any of the foregoing, please contact Clay Wortham via phone at (312) 876-3437 or via email, or Michael Montgomery via phone at (415) 882-0375 or via email. Thank you in advance for your prompt attention to this matter.

Very truly yours,

DIGNITY HEALTH,  
a California nonprofit public benefit corporation



Elizabeth Shih  
SEVP/CAO to Lloyd Dean, CEO

**ACCEPTED AND AGREED TO BY ADDRESSEE:**

By: 

Print Name: Bruce E. Colby

Title: Chief Business Officer

Date: 4/24/19