

**FIFTH AMENDMENT
TO
CLINIC SERVICE AGREEMENT
UTA Contract 18-02789TP**

This Fifth Amendment to Clinic Service Agreement (this “Fifth Amendment”), effective as of January 1, 2026 (“Amendment Effective Date”), is an amendment to the Clinic Service Agreement, dated as of October 4, 2018 and as subsequently amended (the “Agreement”) by and between CareATC, Inc. (“CareATC”) and Utah Transit Authority (“Client”). Together CareATC and Client may be referred to as the “Parties.”

WHEREAS, Client and CareATC entered into the Agreement, pursuant to which CareATC provides Covered Services through its private medical clinics to Client for the benefit of eligible employees and other eligible participants; and

WHEREAS, Client and CareATC desire to amend the terms of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, and in the Agreement, Client and CareATC agree as follows:

1. **Additional 2026 Expenses:** The additional funds are added to the contract for a two-month extension period ending February 28, 2026, as follows:

- a. Clinic Fees (TIMP): \$225,484.00
- b. Health Coaching Fees: \$8,323.20
- c. Additional Pass-Through Costs: \$85,000.00
- d. Additional PHA Events and PHA Test Costs: \$1,192.80

The total amount of the increase is \$320,000.00

2. **Not To Exceed (NTE) Amounts.** The Parties acknowledge that the increases above will require an increase to the NTE amount as listed below.

- a. *Fixed Monthly Expenses*

The increases listed will increase the NTE for the Fixed Monthly Expenses (Flat Clinic Fees and Coaching Fee) by an additional \$8,323.20 and \$225,484.00. Therefore, the NTE is increased from \$2,723,003.00 by \$8,323.20 and \$225,484.00 to a new NTE amount of \$2,956,810.20 for the total contract extension period from January 1, 2024 through February 28, 2026.

- b. *Pass-Through Expenses*

The increases listed above will increase the NTE for the Pass-Through Expenses, Additional PHA Events and PHA Test Costs by an additional \$85,000.00 and \$1,192.80. Therefore, the NTE is increased from \$1,135,964.86 by \$85,000.00 and \$1,192.80 to a new NTE of \$1,222,157.66 for the total contract extension period.

- c. *Total NTE Value*

It is therefore understood and agreed that the total contract extension period from January 1, 2024 through February 28, 2026 is increased by \$320,000.00 from \$3,858,967.86 to a new Not-to-Exceed amount of \$4,178,967.86.

3. Except as amended by this Fifth Amendment, all terms, provisions and conditions of the Agreement, as amended, remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the Amendment Effective Date.

CareATC, Inc.

Signed by:

Jeff Mazzoni

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By: Jeff Mazzoni

Title: Chief Financial Officer

Date: 12/10/2025

Utah Transit Authority

By: Jay Fox

Title: Executive Director

Date:

By: Ann Green-Barton

Title: Chief People Officer

Approved as to form

DocuSigned by:

Mike Bell

12/10/2025

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By: Mike Bell

UTA Legal Counsel