

PASS PURCHASE AND ADMINISTRATION

This Pass Purchase and Administration Agreement (the “Agreement”) is between the UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (“UTA”), and SelectHealth, Inc. (“Administrator”), hereafter known as Parties.

RECITALS

WHEREAS UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS Administrator is an employer that hires Employees who work at one or more common locations or area designations within the public transit district;

WHEREAS both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS Administrator desires to purchase a fare for each trip taken by its Authorized Users pursuant to the terms and conditions set forth in this Agreement;

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the Parties hereby agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow Administrator to purchase a fare for each trip on authorized UTA transit services for its Authorized Users (as defined in this Agreement) in accordance with the attached and incorporated Exhibit “A”. Administrator is responsible for issuing Passes to its Authorized Users (as defined in this Agreement) in accordance with the terms and conditions contained in this Agreement.
2. **TERM.** The Term of this Agreement shall begin January 1, 2023 and terminate December 31, 2024, (the “Term”).
3. **AUTHORIZED USERS.** Administrator’s authorized users include all persons employed by Administrator (“Authorized Users”). Administrator’s Authorized Users who have been issued a Pass in accordance with Section 4 of this Agreement are cardholders (“Cardholders”).
4. **FORM OF PASS.** The Pass selected by Administrator shall be reflected on Exhibit “A.”

- a. **Electronic Fare Card Media.** Each “Pass” is in the form of a unique electronic micro-chip embedded in an electronic fare card media, which may be printed by UTA or Administrator.
 - i. **UTA-Printed Passes.** “UTA Printed Passes” shall be activated electronic fare cards provided to Administrator. Each electronic fare card is individually numbered with a unique chip number. Upon entry of either the electronic fare card’s UID or card face number using UTA’s web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA’s Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA’s Cardholder Rules.
 - ii. **Administrator-Printed Passes.** “Administrator-Printed Passes” shall be in the form of an electronically enabled employee identification card complying with UTA Card Data Format Specification Rules. Prior authorization from UTA must be received prior to electing to use Administrator-printed Passes for purposes of this Agreement. Upon issuance of an electronically enabled employee identification card using UTA’s web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA’s Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA’s Cardholder Rules. UTA shall issue an electronic “Receipt of Issue.” Upon Administrator’s receipt of “Receipt of Issue,” the electronically enabled employee identification shall be a Pass, for purposes of this Agreement.

5. PASS RECOGNIZED AS TRANSIT FARE.

- a. So long as this Agreement has not been terminated in accordance with Paragraph 21, a Pass issued to a Cardholder under this Agreement, when used by such Cardholder in accordance with UTA’s Cardholder Rules shall be recognized as full fare for the Authorized UTA Services listed on Exhibit “A.”
- b. All Cardholders are required to Tap-On and Tap-Off on the UTA Card Reader when boarding and leaving the vehicle. Failure to do so may result in a citation or fine pursuant to UTA’s ordinances.
- c. Cardholders must provide valid photo identification upon request by UTA authorized personnel.
- d. A trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service (a “Trip”). The manner in which UTA determines

a Trip is further outlined in UTA Electronic Fare Frequently Asked Questions, which are located at <http://www.rideuta.com/mc/?page=RidingUTA-PayingYourFare-ElectronicFare>.

- e. UTA services are public transit services. UTA reserves the right to modify its public routes from time to time in accordance with its operational objectives and policies.
 - f. Each Pass is valid from the date of issuance or activation by the Administrator through December 31, 2024. Each Pass may be re-activated by the Administrator in accordance with the UTA's Cardholder Rules pursuant to the terms of this Agreement.
6. **PAYMENTS BY ADMINISTRATOR TO UTA.** Administrator shall pay to UTA on a monthly basis, the following items: The applicable, effective Base One-Way Fare for each Trip based on the Service Type on an Authorized UTA Service, which varies by mode of UTA service as identified in Exhibit "B" for each Trip during the preceding month, which shall be discounted by 17.5% based on the Administrator's commitment to transit.
7. **CALCULATION OF FARES.** The payment of Fares shall be calculated as follows:
- a. The number of Trips for each month is determined by UTA's Electronic Fare Collection system pursuant to the UTA Electronic Fare Collection Frequently Asked Questions. The applicable Base One-Way Fare will be applied to each Trip (See Exhibit "B" for the current Base One-Way Fare schedule).
 - b. If a Fuel Surcharge Fee was in effect at the time of the Trip, the Fuel Surcharge Fee shall be added to the Base One-Way Fare. Notwithstanding the foregoing, the payment of any applicable Fuel Surcharge Fee by Administrator shall not be a condition to the use of UTA's transit services by Cardholders.
 - c. UTA reserves the right to charge a Fare based on a two-month trailing average of Trips, in the event that UTA's Electronic Fare Collection system is not functioning properly as determined by UTA in UTA's sole discretion.
 - d. The Base One-Way Fare Schedule rates are the rates posted on UTA's website www.rideuta.com and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its Base One-Way Fare Schedule rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The Base One-Way Fare rate will be charged at the rate in effect at the time of the Trip.
8. **APPLICATION OF FUEL SURCHARGE.** The Fuel Surcharge Matrix in Exhibit "B" assigns a Fuel Surcharge Fee value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices

measured in 2Q calendar quarter (April 1 – June 30 of the contract year) will determine the Fuel Surcharge effective, if at all, on or about July 1 of the contract year. A Fuel Surcharge Fee shall accrue to each Trip taken during the period of time that UTA imposes a Fuel Surcharge for all fare paying customers, according to the rates identified in the Fuel Surcharge Matrix in Exhibit “B.” UTA shall use good faith efforts to give Administrator fifteen (15) day notice prior to the implementation of or change to any Fuel Surcharge Fee. The Fuel Surcharge Fee shall be added to the Base One-Way Fare for each Trip.

9. INVOICES.

- a. UTA shall invoice Administrator monthly. UTA’s invoice shall state: (1) the number of Trips; (2) the total amount in Base One-Way Fares; and (3) the total amount of Fuel Surcharge Fees owed UTA; and (4) the amount of applicable discount.
- b. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice.
- c. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.
- d. UTA shall charge and Administrator shall pay a five percent (5%) processing fee in the event Administrator elects to remit payment using a credit/debit card.

10. DISPUTED INVOICES. Every invoice delivered to Administrator shall be conclusive and binding upon Administrator unless within ten (10) days after the receipt of such Invoice, Administrator notifies UTA that it disputes the correctness thereof, specifying the particular respects in which the Invoice is claimed to be incorrect. If such dispute is not settled by agreement, the Parties shall submit the dispute to mediation within sixty (60) days after Administrator’s receipt of such statement. Pending the determination of such dispute by agreement or mediation, Administrator will not be obligated to pay the disputed, unpaid Invoice.

11. PRE-AUTHORIZATION. As part of this Agreement, Administrator shall complete and return to UTA, a Pass Program Configuration Form, upon which Administrator identifies various features of this Pass Purchase and Administration Agreement it desires to offer Authorized Users. Said Pass Program Configuration Form is attached hereto as Exhibit “A” and is incorporated herein by reference. Administrator hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.

12. HANDLING OF ELECTRONIC FARE CARDS/PASSES. Administrator shall not furnish, provide, assign, sell or resell, or otherwise transfer an electronic fare card or Pass to any person who is not an Authorized User. Issuance records for each issued Pass will be maintained in a log for such purpose. Administrator must maintain a log for all Passes

issued. At all times during the Term of this Agreement, Administrator must be able, upon request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator maintaining the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) printing the Cardholder's name on the Pass in permanent ink prior to issuance to the Cardholder; (c) Administrator being able to produce for inspection, upon UTA's written request during regular business hours, any electronic fare cards delivered to Administrator which have not been issued to a Cardholder; and (d) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within twenty-four (24) hours, Administrator shall deactivate the Pass of any terminated Employee. UTA maintains the right, upon notice, to inspect during regular business hours, all such records maintained by Administrator at all times during the Term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement. UTA shall keep the information discovered under this paragraph confidential and will use the information solely to audit the storage, use and issuance of Passes and electronic fare cards and not for any other purpose.

13. **CONFISCATION OF PASSES/UNAUTHORIZED USE OF PASSES.** UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any UTA-Printed Pass or electronic fare card that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses a Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Administrator for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Administrator had actual knowledge of such action and Administrator failed to report such action to UTA within twenty-four (24) hours after (i) the earlier of the date that Administrator first knew of such action or (ii) the next business day if a holiday or weekend follows the date that Administrator first learned of such action; (b) the Administrator falsely certified to UTA, the name of a person that is not a Cardholder; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate a UTA-Printed Pass or electronic fare card if UTA believes that the information provided has been falsified by the Administrator or its authorized representatives, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized User.
14. **RETURN OF PASSES.** Administrator shall be permitted to return, and UTA may demand the return of, valid Passes to UTA in the event this Agreement is terminated prior to the expiration of the Term. Administrator shall be responsible to pay all invoices incurred prior to date of termination.
15. **ISSUANCE OF PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User.
16. **NON-TRANSFERABLE.** Each Pass is not transferable (printed on the pass) to any other Cardholder or Authorized User, a member of the Cardholder's household or any other person.

17. DELIVERY OF UTA-PRINTED PASSES. The activated UTA-Printed electronic fare cards shall be printed by UTA and furnished to Administrator's representative at its primary address listed below on an annual basis, or as often as needed, for issuance to Authorized Users.

18. GUARANTEED RIDE HOME. In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxi cab. If UTA selects the option of using a UTA vehicle driven by a UTA employee, the Administrator understands that UTA is a governmental entity covered by the Utah Governmental Immunity Act and provides self-insurance only to the amount of approximately \$500,000 per individual and approximately \$1,000,000 per occurrence. If UTA selects the option of a taxi cab, the taxi shall be required to provide public liability insurance in an amount required by State law. An Administrator's Authorized User shall be entitled to up to six (6) guaranteed rides home in any calendar year.

- a. For purposes of this Agreement, the term "Emergency" means: (a) an unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to meet such needs.
- b. For purposes of this Agreement the term "Immediate Family Member" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

19. SECURITY TERMS. Administrator agrees to be responsible and accountable for all electronic fare cards delivered to Administrator by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Administrator agrees to indemnify and hold harmless the UTA from the loss of any electronic fare cards whether occasioned by loss, theft, forgery by Administrator's Authorized Users, or other causes, provided however, that if any unissued electronic fare cards shall be stolen while in the possession of Administrator, Administrator shall not be liable therefore, if Administrator reports electronic fare cards stolen and files with police an official police report declaring said

electronic fare cards to have been the subject of theft other than from Administrator's Authorized Users, agents or representatives and the cause of the theft is not the result of Administrator's acts or omissions. Only one card may be active at any time for any Authorized User as confirmed by information provided by the UTA web-based database.

20. **RECONCILIATION.** Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement on a monthly basis.
21. **TERMINATION OF AGREEMENT.** UTA may terminate this Agreement at any time by giving 60 days' written notice of termination. Administrator may terminate this Agreement at any time upon written notice and account reconciliation as described in Paragraph 20 , if requested by UTA.
22. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
23. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.
24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties hereto for the Term stated and cannot be modified except by written agreement signed by both Parties. Neither Party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and conditions as stated herein.
25. **WAIVER.** The waiver by either Party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such Party's rights to enforce the same or any other covenant herein, and the rights and remedies of the Parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
26. **AUTHORITY.** The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Administrator, as the case may be, that the Parties named are the necessary and proper Parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.
27. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.
28. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

29. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective Party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to: UTA
Kensey Kunkel
Mgr. Business Development and Sales
669 West 200 South
Salt Lake City, UT 84101 Tel: (801) 741-8806
E-mail: kkunkel@rideuta.com

If to Administrator:

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Either Party may change the address at which such Party desires to receive written notice by giving written notice of such change to the other Party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the Party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement with an effective date of January 1, 2023 and a signature date as the last date written below.

ADMINISTRATOR

By: _____
Name: _____ Date _____
Title: _____

UTAH TRANSIT AUTHORITY

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: _____ Date _____
Title: _____

Approved As to Form:

DocuSigned by:


Name: T-70E33A415BA44F6...
Title: _____

Exhibit A:

A1a. Authorized UTA Services

☐: Basic: Regular Bus, Max bus rapid transit, TRAX Light Rail, UTA On-demand, and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)

X: Premium: Basic services plus FrontRunner and Express Bus

☐: Park City SLC Connect

☐: Ski Service

Unauthorized UTA Services include special service routes including but not limited to ADA Paratransit service.

A2a. Form of Passes

X UTA-Printed Passes

☐ Administrator-Printed Passes

A3. Administrator Personnel

UTA will be contacting the following Authorized User(s) to set up logins for UTA web interface purposes. List of Authorized Users who need access for card replacements and card lookups:

First & Last Name	Title	Email Address
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A4. Form of Payment

☐ Checks.

Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South, Salt Lake City, Utah 84101.

☐ ACH information available upon request

X Wire information available upon request

Exhibit B:**Base One-Way Fare Schedule and Authorized UTA Services**

Effective date: December 1, 2020 to replace all prior notices

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Park City SLC Connect	Ski Service
Base One-Way Fare (Applicable to each trip)	\$2.50	\$2.50	\$2.50	\$2.50 – \$9.70	\$5.00	\$5.00	\$5.00

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Ogden
\$2.50	\$.60	\$9.70

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. Fuel Surcharge Fees may apply. UTA's Current Fare Schedule includes any applicable Fuel Surcharge Fees. See UTA's website www.rideuta.com for additional information.

Fuel Surcharge Matrix

Quarterly Department of Energy (DOE) Diesel per Gallon	Surcharge Level	Fuel Surcharge Fee for Regular Bus, TRAX, Streetcar and FrontRunner (Applicable to each trip)	Fuel Surcharge Fee for Express Bus, Ski and Park City SLC Connect (Applicable to each trip)
\$0.00 - \$3.99	No surcharge	\$0.00	\$0.00
\$4.00 - \$4.99	Level A	\$0.25	\$0.50
\$5.00 - \$5.99	Level B	\$0.50	\$1.00
\$6.00 - \$6.99	Level C	\$0.75	\$1.50
\$7.00 - \$7.99	Level D	\$1.00	\$2.00
\$8.00 - \$8.99	Level E	\$1.25	\$2.50
\$9.00 - \$9.99	Level F	\$1.50	\$3.00