

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

This Third Amendment to Clinic Service Agreement (this “Third Amendment”), effective as of _____ (“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. **Extension.** Section 4. Term and Termination is amended to add the following paragraph:

“The Parties have agreed to extend this Agreement for the period of January 1, 2024 through December 31, 2025 (the “Extension Term” and with the Initial Term and any renewal term, the “Term”).”

2. **Notices.** Section 15. Notices is amended to change the Attn: line of the “If to CATC:” section from ‘Phillip Kurtz’ to ‘Chief Financial Officer’.
3. **New Location.** Exhibit A “Clinic Locations, Schedule and Covered Services” of the Agreement is amended to remove the Clinic location table and replace with the below table and footnote:

Clinic Name	Clinic Address	Hours per Week	Daily Schedule
FLHQ	669 West 200 South, Salt Lake City, UT 84101	36	Mon: 9:00am – 6:00pm Tues: 8:00am – 5:00pm Wed: 8:00am – 5:00pm Thur: 8:00am – 5:00pm Fri: 9:00am – 1:00pm
Meadowbrook	3600 S. 700 West, Salt Lake City, UT 84119	36	Mon: 9:00am – 6:00pm Tues: 9:00am – 1:00pm Wed: 8:00am – 5:00pm Thur: 8:00am – 5:00pm Fri: 8:00am – 5:00pm
Timpanogos*	1110 Geneva Rd, Orem, UT 84058	16	TBD

* Below Covered Services shall be limited in this location

4. **Clinic Implementation Fees.** Exhibit B “Fees” Section 1. Clinic Implementation Fees of the Agreement is hereby amended to add the following language:

“**Timpanagos:** Client will reimburse CATC for all FF&E and supplies (including furniture, fixtures, equipment, hardware, internet connection, licenses and permits) incurred as a direct pass through without markup. Client will reimburse CATC for all travel mileage, parking, tolls, public transportation, etc. costs as incurred without markup.”

5. **Clinic Fees.** Exhibit B “Fees” Section 2. Clinic Fees of the Agreement is hereby amended to add language as outlined below:

“**Timpanagos:** For the purpose of clarity, Client shall pay CareATC for all reasonable travel costs incurred for CareATC staff to travel to the Timpanagos location on a monthly basis which will be passed through as incurred. These costs include, but are not limited to, personal or rental vehicle mileage, tolls, parking, , public transportation fees, etc. Reimbursement for travel costs shall in accordance with the current year’s IRS reimbursement rates. Mileage will be reimbursed at the same IRS rate for a personal or rented vehicle. Client shall also pay CareATC all ongoing costs incurred at the Timpanagos location which will be passed through as incurred. These items include, but are not limited to medical supplies, labs, pharmacy, equipment maintenance and replacement, third-party services (such as translation), etc.

The Flat Clinic Fee shall be \$107,100.00 per month for the period January 1, 2024 through December 31, 2024 and \$109,242.00 per month for the period January 1, 2025 through December 31, 2025.”

6. **Coaching Fees.** Exhibit B “Fees” Section 3. Coaching Fees of the Agreement is hereby amended to add language as outlined below:

“The flat fee shall be \$4,080.00 per month for the period January 1, 2024 through December 31, 2024 and \$4,161.60 per month for the period January 1, 2025 through December 31, 2025.”

7. In addition to the flat fees totaling \$2,695,003.00 for the period of January 1, 2024 through December 31, 2025, it is understood and agreed that the total cost of this contract shall not exceed an additional \$904,997.00, serving as a not-to-exceed (NTE) value. This NTE is the result of the incurred pass-through costs and PHA’s performed by CareATC.

8. Except as amended by this Third Amendment, all terms, provisions and conditions of the Agreement, as amended, remain unchanged and shall continue in full force and effect. The Agreement, as amended by this Third Amendment, constitutes the complete and entire understanding of Client and CareATC with respect to the subject matter hereof. In the event of a conflict between the terms and conditions of the Agreement and this Third Amendment, the terms and conditions of this Third Amendment shall govern with respect to the subject matter hereof. This Third Amendment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. Signature pages may be transmitted by facsimile, PDF, e-signature or other electronic means and shall be deemed original.

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

CareATC, Inc.

DocuSigned by:

Jeff Mazzone

By: Jeff Mazzone

Title: Chief Financial Officer

Date: 12/11/2023

Utah Transit Authority

By: _____

Title: _____

Date: _____

Approved as to form

DocuSigned by:

Mike Bell

By: Mike Bell 12/11/2023

Title: UTA Legal Counsel