

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

This Fourth Amendment to Clinic Service Agreement (this “Fourth Amendment”), effective as of the date of the last signature (“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. **Hours Update.** 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	Daily Schedule
FLHQ	669 West 200 South, Salt Lake City, UT 84101	36 per week	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 per week	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 per month	TBD

* Below Covered Services shall be limited in this location

2. **Clinic Fees.** Exhibit B “Fees” Section 2. Clinic Fees of the Agreement are hereby amended to remove and replace language as outlined below:

REMOVE: The Flat Clinic Fee shall be [REDACTED] per month for the period January 1, 2025 through December 31, 2025.

REPLACE: The Flat Clinic Fee shall be [REDACTED] per month for the period January 1, 2025

through April 30, 2025, and [REDACTED] per month for the period May 1, 2025 through December 31, 2025. This increase is contingent upon the opening of the Timpanogos facility.

3. **Coaching Fees.** The Parties acknowledge that the Coaching Fees found on Exhibit B Section 3 remains unchanged. For the purpose of clarity, those fees are replicated below:

“The flat fee shall be [REDACTED] per month for the period January 1, 2025 through December 31, 2025.”

4. **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 above will require an additional [REDACTED]

[REDACTED] for the total contract period.

- b. *Pass Through Expenses*

As a result of the incurred pass-through costs and PHA's performed by CareATC an [REDACTED]

for the total contract period.

- c. *Total NTE Value*

It is therefore understood and agreed that the total cost of this amendment shall not [REDACTED]

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5. Except as amended by this Fourth 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 Fourth 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 Fourth Amendment, the terms and conditions of this Fourth Amendment shall govern with respect to the subject matter hereof. This Fourth 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 Fourth Amendment as of the Amendment Effective Date.

CareATC, Inc.

Signed by:



By: Jeff Mazzone

Title: Chief Financial Officer

Date: 4/29/2025

Utah Transit Authority

By: Jay Fox

Title: Executive Director

Date:

By: Ann Green-Barton

Title: Chief People Officer

Date:

Approved as to form

DocuSigned by:



By: Mike Bell

Title: UTA Legal Counsel