

PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT # 25-03987PP

HEALTH AND WELLNESS CLINIC SERVICES

This Professional Services Agreement is entered into and made effective as of March 26, 2026 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and CAREATC, Inc., a Corporation (“Contractor”).

RECITALS

WHEREAS, UTA desires to hire professional services for Health and Wellness Clinic Services; and

WHEREAS, On August 1, 2025, UTA issued Request for Proposal Package Number 25-03987PP (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP, and

WHEREAS, upon evaluation of the proposals submitted in response to the RFP, UTA selected the Contractor as the preferred entity with whom to negotiate a contract to perform the Work; and

WHEREAS, Contractor is qualified and willing to perform the Work as set forth in the Scope of Services; and

WHEREAS, Contractor and UTA entered into a Clinic Service Agreement UTA Contract 18-02789TP dated as of October 4, 2018 and as subsequently amended (the “Previous Agreement”); and

WHEREAS, Contractor and UTA wish to terminate the Previous Agreement as of the Effective Date.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. SERVICES TO BE PROVIDED

a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

d. The Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.

e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

a. Contractor's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

b. UTA's Project Manager will be the day-to-day contact person for UTA and shall act as the liaison between UTA and Contractor with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required by UTA with respect to the Work.

3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the

Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Contractor fails to promptly remedy rejected Work as provided in Section 3.F, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

4. PERIOD OF PERFORMANCE

This Contract shall commence as of March 26, 2026. This Contract shall remain in full force and effect for an initial three (3) - year period, ending February 28, 2029. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least ninety (90) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payment's provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated

to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).

2. UTA's RFP includes, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;

3. Contractor 's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor 's Bid or Proposal including proposed terms or conditions

Any Contractor /Contractor proposed term or condition which is in conflict with a UTA contract or solicitation term, or condition will be deemed null and void.

8. CHANGES

a. Any material change to this Contract may only be made by amendment executed by both Parties.

9. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery

of all Goods and satisfactory performance of all Services or in accordance with approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

- i. Contractor Name
- ii. Unique Invoice Number
- iii. PO Number
- iv. Invoice Date
- v. Detailed Description of Charges
- vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor via ACH or other electronic means within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically shall be paid via ACH or other electronic means thirty (30) calendar days from date of receipt by UTA's accounting department. Failure to pay an invoice after ninety (90) calendar days shall constitute a material breach of this Contract.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor , Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Contractors, agent, officers, directors, employees, joint owners, affiliates and Contractors.

11. USE OF SUBCONTRACTORS

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subContractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subContractor without the prior written approval of UTA.

c. Contractor shall be solely responsible for making payments to subContractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.

d. Contractor shall be responsible for and direct all Work performed by subContractors.

e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written consent of UTA. The following individuals are considered to be key personnel under this contract.

Darce Latsis, Client Success Director
darcelatsis@careatc.com
801-441-1002

Dereck Brown, VP Client Success
derekbrown@careatc.com
931-247-5217

If the Contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages.

13. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is

terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time and modify this Contract by Change Order.

14. TERMINATION

a. FOR CONVENIENCE:

Either Party shall have the right to terminate the Contract at any time by providing ninety (90) days written notice to the other Party. If the Contract is terminated for convenience, UTA shall pay Contractor : (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subContractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same and dispose of it in the manner UTA directs.

b. FOR DEFAULT:

If either Party (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subContractor s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, the other Party may, in its discretion, after first giving the defaulting Party thirty (30) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

CONTRACTOR 'S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms

and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Such audit may be performed once in a twelve-month period. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Any such audit shall be at UTA's sole expense. UTA shall pay all reasonable fees incurred by Contractor to complete such audit (including, but not limited to, reasonable copy charges, and any Contractor resource that may be tasked to provide requested materials for such audit). Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subContractors utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subContractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, Contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential
 - A. Information already in the public domain.

- B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
- C. Information developed by or in the custody of Contractor before entering into this Contract.
- D. Information developed by Contractor through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. PUBLIC INFORMATION

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subContractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subContractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subContractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Contractor or subContractor is exempt under UCA, AND when such Contractor or subContractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor’s insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTOR S: Contractors' certificate(s) shall include all subContractors as additional insured under its policies or subContractors shall maintain separate insurance as determined by the Contractor, however, subContractor's limits of liability shall not be less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Sub-Contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

20. OTHER INDEMNITIES

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's services or deliverables such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by

subContractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subContractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subContractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Contractor is responsible for providing and pay the cost of all its employees' benefits.

22. PROHIBITED INTEREST

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest or involvement, direct or indirect, including prospective employment by Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

23. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<u>Level of Authority</u>	<u>Time Limit</u>
<u>UTA's Project Manager/Contractor's Project Manager</u>	<u>Five calendar days</u>
<u>UTA's Chief People Officer/Contractor's Client Success Dir</u>	<u>Five calendar days</u>
<u>UTA's Executive Director/Contractor's VP Client Success</u>	<u>Five calendar days</u>

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance with the venue and governing law provisions of this contract.

24. GOVERNING LAW

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Contractor consents to the jurisdiction of such courts.

25. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

26. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

27. NOTICES OR DEMANDS

a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority
ATTN: Pat Postell
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Contractor:

CareATC, Inc.
Attn: CFO
4500 S 129th E Ave, STE 191
Tulsa, OK 74134

b. 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. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for this Contract is Pat Postell, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. COSTS AND ATTORNEY'S FEES

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation arbitration, litigation, court costs and attorneys' fees if any, incurred in connection with such suit, including on appeal.

30. NO THIRD-PARTY BENEFICIARY

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Contract.

31. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

32. UTAH ANTI-BOYCOTT OF ISRAEL ACT

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

33. TRAVEL COSTS

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA.02.07) and the U.S. General Services Administration (GSA) per diem rates

34. CYBER SECURITY

If the performance requirements of this contract require a Software as a Service (Saas) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework. In addition, contractor must maintain at least a B rating under the UpGuard Security Rating System (<https://www.upguard.com/product/security-ratings>).

35. SEVERABILITY

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

36. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or

provisions that may be preprinted on Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Contractor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

37. REVOLVING DOOR RESTRICTIONS

UTA Ethics Policy requires Board approval for the award or amendment of a contract with a Contractor that has hired a former UTA employee or who are represented by a former employee where the former employee left UTA employment within the 12 months prior to the contract award or amendment. Approval will not be given if there is a strong appearance of an unfair competitive advantage.

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

38. SURVIVAL

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

39. TERMINATION OF PREVIOUS AGREEMENT

As of the Effective Date, the Previous Agreement is hereby terminated and replaced in full by this Contract. Except for the obligation to pay for services performed under the Previous Agreement prior to the Effective Date, all rights, responsibilities, duties, and obligations of the Parties arising under the Previous Agreement shall cease and be of no further force or effect.

40. MISCELLANEOUS

a. Backfill. If, at any time during the term of this Contract, any personnel provided by Contractor has a scheduled or unscheduled absence (an "Absence") Contractor shall attempt to provide replacement personnel with equal credentials to the vacant position (the "Back-Fill Personnel").

1. Contractor will make its best efforts to utilize personnel already assigned to that health center to provide such Back-Fill Personnel. However, with UTA approval and when operationally feasible, Contractor may provide Back-Fill Personnel through a virtual visit with a Contractor provider.

2. If Contractor cannot provide such Back-Fill Personnel as provided above, then Contractor will request an agency or other available Contractor employee to provide such Back-Fill Personnel. With the UTA's approval, Contractor shall use such agency or other Contractor employee to provide the Back-Fill Personnel which may be at a higher hourly rate than the absent personnel. The difference in the hourly rate and travel related expenses associated with such Back-Fill Personnel will be invoiced as a separate line item to the UTA monthly as a standard Service under this Contract.

b. Medical Records.

1. During the Term of this Contract Contractor shall serve as the custodian of medical records created while performing the services under this Contract. CareATC will maintain complete and accurate records of all services performed, all employee and contractor records, all receipts and disbursements, and all other records, related to this Contract pursuant to its retention policy or as may be required by law from the date of service or cost accrual. Contractor shall abide by all state, local, and federal requirements for such record retention during and after the Term of this Contract. UTA acknowledges that Contractor will provide copies of medical records to any third-party requestor and will be provided the appropriate executed release from the employee/patient, court order as applicable, or as provided by applicable law. The below shall control the retention and/or release and delivery of medical records or data upon termination of the Contract and UTA's written request.

2. Upon the termination of this Contract for any reason, Parties shall negotiate and execute a custodial agreement with any new third-party medical provider ("New Medical Provider"), as may be applicable, to ensure all Parties' are following applicable laws. Contractor shall provide UTA with such custodial agreement for review. UTA shall be solely responsible for any expense related to the transfer of medical records, any retention required by law (including OSHA), any photocopies that may be requested by any party, or any records/data requested to be provided in an electronic format and/or transferred to UTA or New Medical Provider(s). The records shall include all historical medical records related to the patient population utilizing the services.

i. UTA shall be invoiced for any production/conversion as a separate line item as a standard service under this Contract, which must be paid in full prior to the release of the final set of data requested by UTA or New Medical Provider(s). Historical medical records that have been provided to Contractor by UTA or any third-party shall be provided to UTA or New Medical Provider(s) in the same manner and condition as provided to Contractor. Upon payment by UTA, the Parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.

3. Access. UTA is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized by and to the extent allowed by law. This Section shall survive the termination of the Contract.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

By _____

Jay Fox
Executive Director

By _____

Ann Green-Barton
Chief People Officer

DocuSigned by:
By Mike Bell 3/4/2026
Mike Bell
UTA Legal Counsel

CONTRACTOR:

By Jeff Mazzone 3/4/2026

Name: Jeff Mazzone

Title: CFO & COO, CareATC

EXHIBIT A

SCOPE OF WORK

I. ONSITE CENTER LOCATIONS & SERVICES

1. Onsite Center Locations.

Onsite Center	Address	Daily Schedule <i>scheduled hours subject to change by mutual agreement</i>
FLHQ	669 W 200 South Salt Lake City, UT 84101	Mon: 9:00 AM – 6:00 PM Tues: 8:00 AM – 5:00 PM Wed: 8:00 AM – 5:00 PM Thurs: 8:00 AM – 5:00 PM Fri: 9:00 AM – 1:00 PM
Meadowbrook	3600 South 700 West Salt Lake City, UT 84119	Mon: 9:00 AM – 6:00 PM Tues: 8:00 AM – 1:00 PM Wed: 8:00 AM – 5:00 PM Thurs: 8:00 AM – 5:00 PM Fri: 9:00 AM – 5:00 PM
Mt. Timpanogos	110 Geneva Road Orem UT 84058	2nd Wed: 8:00 AM - 5:00 PM 4th Thurs: 8:00 AM - 5:00 PM

2. Onsite Center Services

- a. Primary Care Services: Primary care to include, but not limited to:
 - i. Evaluation, testing, and treatment for minor illnesses
 - ii. Treatment for minor injuries not work-related
 - iii. Annual physical and/or regular check-up
 - iv. Chronic illness evaluation, treatment and management
 - v. Minor medical procedures within the health professionals’ scope of licensure and abilities (which may vary depending on staffing at the Onsite Center) and can be performed at the Onsite Centers with available equipment

- b. Pediatric Services: Eligible Participants 2 years & older (with limits regarding immunizations) for: (i) Routine Primary Care and (ii) School Physicals

- c. Virtual Access to Onsite Center Primary Care Providers: Eligible Participants will have access to providers at the Onsite Centers listed above for Primary Care Services during such Onsite Centers normal hours of operation over the Internet. Such Primary Care Services performed virtually may be limited due to (a) state law, and (b) the nature of the virtual setting.

- d. Pharmaceuticals: Provisions of Contractor standard pharmaceuticals to treat common illnesses as ordered by Contractor health professionals, including but not limited to:
 - i. Infections
 - ii. Hypertension
 - iii. Hyperlipidemia
 - iv. Diabetes
 - v. Infectious Disease (including antibiotics)
 - vi. Gastro esophageal/reflux disease
 - vii. Asthma
 - viii. Chronic lung disease
 - ix. Allergies (oral for non-life threatening)

- e. Lab Work: Necessary standard laboratory work as ordered by Contractor health professionals to provide the Services.

- f. One-to-One Health Coaching. Personalized one-to-one coaching focused on risk reduction for chronic diseases.
- g. Mental Health Services. Mental Health Professionals shall provide Services to Eligible Participants ages 12+. They identify and manage patients with mental and behavioral health needs within the primary care setting. In addition, the Mental Health Professional provides skills training through psychoeducation and patient education to help process anxiety, depression, work-life balance, family dilemmas, crisis intervention and assist in implementing coping skills. The Services will be provided by Licensed Mental Health Professionals (LSCW, LPT, LMFT).
 - i. Individual, couple or group therapy sessions based on evidence-based clinical practice guidelines and clinical best practices for therapists as determined by national licensure guidelines (National Association of Social Workers (NASW), American Psychological Association (APA) and American Counseling Association (ACA)).
 - ii. Psychosocial assessments and validated mental health screening tools for the evaluation, treatment planning, and management of anxiety, depression, and related mental health conditions.
 - iii. Assist and provide crisis intervention assessments
 - iv. Collaborate with a CareATC provider as needed to manage a patient’s medications or to assist in determining the need for psychiatric referral
 - v. Assist with healthy lifestyle behaviors programs
 - vi. Assist with community resource navigation
 - vii. Assist with critical incident cases as mutually agreed upon. Critical incidents are defined as an event or series of events that impacts the population or a subset of the population within the company or surrounding community that is sudden, overwhelming or threatening such as but not limited to severe injury, death, assault, extreme weather, union strike, etc.
 - viii. Psycho-educational training for staff on mental health topics up to once per quarter to offer education and training to create awareness of service line and supportive information

II. VIRTUAL SERVICES

- 1. **Virtual Urgent Care**. Eligible Participants will have access to a national network of providers for virtual urgent care services through Contractor trusted partners. Virtual Urgent Care Services shall be available 24 hours per day, 7 days per week over the telephone, or Internet. Such Virtual Urgent Care Services may be limited due to (a) state law, and (b) the nature of the virtual setting.

III. CONTRACTOR RECOGNIZED HOLIDAYS

New Year's Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Memorial Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Independence Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Labor Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Thanksgiving Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Day after Thanksgiving	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Christmas Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

IV. ELIGIBLE PARTICIPANTS

Full Time Employees	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:
Full Time Employee's Spouses	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:
Full Time Employee's Dependents (12 and older)	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:

Full Time Employee's Dependents (2-11 years old)	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:
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V. FEES TO PATIENTS FOR SERVICES AT ONSITE CENTER

1. **Fee Collection.** If applicable, Contractor shall collect fees directly from Eligible Participants pursuant to a fee schedule for the Services provided to Contractor by UTA, including participants covered under one of UTA's high deductible health plans for Services other than those classified as "preventive" care. All such collected fees shall be offset against amounts invoiced to UTA by Contractor pursuant to the fee schedule in Exhibit B to this Contract. Such offset to occur in the invoice in the month immediately following the collection of such fees; less a collection and administration fee equal to ten percent (10%), which includes amounts charged to Contractor by its payment processor in connection with such collections for such month.

VI. PERSONAL HEALTH ASSESSMENT SERVICES

1. **Personal Health Assessment Service Location(s).**

Onsite Center	Address	Daily Schedule
FLHQ	669 W 200 South Salt Lake City, UT 84101	Mon: 9:00 AM – 6:00 PM Tues: 8:00 AM – 5:00 PM Wed: 8:00 AM – 5:00 PM Thurs: 8:00 AM – 5:00 PM Fri: 9:00 AM – 1:00 PM
Meadowbrook	3600 South 700 West Salt Lake City, UT 84119	Mon: 9:00 AM – 6:00 PM Tues: 8:00 AM – 1:00 PM Wed: 8:00 AM – 5:00 PM Thurs: 8:00 AM – 5:00 PM Fri: 9:00 AM – 5:00 PM
Mt. Timpanogos	110 Geneva Road Orem UT 84058	2nd Wed: 8:00 AM - 5:00 PM 4th Thurs: 8:00 AM - 5:00 PM

2. **Personal Health Assessments ("PHA").** Contractor will provide Eligible Participants who participate in the Personal Health Assessment ("PHA") program with an individual PHA report and access to electronic individual reports via the Contractor mobile app and secure Internet Client Portal. These individual PHA reports will not be available to UTA unless the Eligible Participant completes and signs a HIPAA authorization authorizing Contractor to release the report(s) to UTA. However, aggregated de-identified data that is HIPAA-compliant shall be provided to UTA upon request.
 - a. Once per year for each Eligible Participant over the age of eighteen (18). Includes:
 - i. Blood draws and data collection by qualified and licensed Healthcare Professional
 - ii. Standard laboratory work
 - iii. Individual reports for each participant accessible via the Contractor mobile app and secure Internet Client Portal
 - iv. De-identified aggregate reports to UTA.
3. **PHA Follow Up.** Follow-up for specified categories based upon risk factors indicated by lab values.

EXHIBIT B

PRICING

Client and Contractor agree to pricing as outlined below.

1. Clinic and Wellness Service Fees

Flat Clinic Fees: The Flat Clinic Fee shall be as listed below:

Period	Time Period	Flat Clinic Fee
Contract Year 1	March 26, 2026 – February 28, 2027	\$112,742.00 per month
Contract Year 2	March 1, 2027 – February 29, 2028	\$116,124.26 per month
Contract Year 3	March 1, 2028 – February 28, 2029	\$119,607.99 per month
Contract Option Year 1	March 1, 2029 – February 28, 2030	\$123,196.23 per month
Contract Option Year 2	March 1, 2030 – February 28, 2031	\$126,892.12 per month

The Clinic Fee shall cover the following:

Labor (provider and medical assistants at the Clinic)

- 36 hours/week Physician
- 40 hours/week Physician Assistant/Nurse Practitioner
- 108 hours/week Medical Assistant
- 40 hours/week MA Health Center Manager

Temporary coverage during health professionals paid time off

Account and clinic management

Electronic direct marketing materials for plan participants

Technology (electronic medical records, analytics, mobile app, etc.)

Recruiting health professional

Insurance – general and professional liability

Travel and meals

Dues / subscriptions / memberships

Training / continuing memberships

Annual Hosting Fee for the Wellness Portal

2. Telemedicine

The above Clinic Fees shall cover the costs for Telemedicine.

The Clinic Fees shall cover 24/7/365 access to telemedicine nationwide network of board-certified physicians and licensed therapists to provide acute care support for eligible plan participants.

3. Coaching Fees

Client will pay a flat fee per month. This fee will cover the costs for Coaching and Health and Wellness Services, for up to 60 Hours Per Week of dedicated health coaching/registered dietitian services. The Flat Coaching Fee shall be as listed below:

Period	Time Period	Flat Coaching Fee
Contract Year 1	March 26, 2026 – February 28, 2027	\$ 9,363.00 per month
Contract Year 2	March 1, 2027 – February 29, 2028	\$13,108.20 per month
Contract Year 3	March 1, 2028 – February 28, 2029	\$15,074.43 per month
Contract Option Year 1	March 1, 2029 – February 28, 2030	\$15,526.66 per month
Contract Option Year 2	March 1, 2030 – February 28, 2031	\$15,992.46 per month

4. Wellness Portal

The above Clinic Fees shall cover the costs for the Wellness Portal.

The fees shall cover the CATC proprietary online wellness program that provides participants with the following:

- Customizable wellness program - Group and individual goals and challenges
- Clinic advertisement and reminders - Health education resources
- Activity and health tracking - Chronic disease management
- Education newsletters - Incentive and reward program
- Online Screening Scheduler

5. Mental Health Management and Consulting Services

Client will pay a flat monthly fee per month. This fee will cover the costs of mental health management and consulting services for up to 40 Hours Per Week of onsite Mental Health Provider services. The Flat Mental Health Management and Consulting Services Fee shall as listed below:

Period	Time Period	Flat Mental Health Management and Consulting Services Fee
Contract Year 1	March 26, 2026 – February 28, 2027	\$17,659.00 per month (Year 1 Fees include implementation costs)
Contract Year 2	March 1, 2027 – February 29, 2028	\$17,565.62 per month
Contract Year 3	March 1, 2028 – February 28, 2029	\$18,092.59 per month
Contract Option Year 1	March 1, 2029 – February 28, 2030	\$18635.37 per month
Contract Option Year 2	March 1, 2030 – February 28, 2031	\$19,194.43 per month

6 Pharmacy Services

The pass-through fees shall cover the costs for Pharmacy Services. Pharmacy services include over the counter and pharmaceutical medications dispensed and injectables given to Clinic Eligible Participants during their clinic encounters.

7. Data Management

The above Clinic and Wellness service fees cover the costs for Data Management.

8. Implementation and Communications Strategy

This fee will cover the costs of promotional materials. Actual costs will be passed through as incurred. The total for the three-year base period plus the two, one-year option period cost for Implementation and Communications Strategy shall not exceed the cost of \$9,556.56.

9. Data/Measurement Tools

The above Clinic and Wellness service fees shall cover the costs for Data/Measurement Tools.

10. Accounting and Billing

The above Clinic and Wellness service fees shall cover the costs for Accounting and Billing.

11. Personal Health Assessment Biometric Screenings (\$45 each) – Includes events and 3rd party staffing.

The total cost for Personal Health Assessment Biometric Screenings for the three-year base period plus the two, one-year option periods shall not exceed \$504,370.

12. Other Expected Pass-through Costs (labs, prescription services, supplies, waste, etc.)

The total cost for other Pass-Through Expenses for the three-year base period plus the two, one-year option periods shall not exceed \$2,378,491.00. "Pass-Through Costs" means out-of-pocket charges incurred by Contractor for Laboratory testing, equipment and supplies dispensed to/used on Clinic Eligible Participants during their clinic encounters, diagnostics, and occupancy costs such as internet.

13. Total Not-to-Exceed Value

Based on the pricing outlined above, the total Not-to-exceed value of the contract for the three base years and two, one year option periods is \$11,997,709.88.