

U#62459

**ADMINISTRATIVE SERVICES AGREEMENT NO. 62459**

**effective January 1, 2020 ("Effective Date")**

**between**

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA  
(Prudential)**

**and**

**ADVANCED RADIOLOGY SERVICES, P.C.  
(Purchaser)**

The Purchaser has a Plan of Benefits as described in Exhibit A (herein called Plan) for the benefit of the classes of persons set forth in the Plan. The Purchaser desires Prudential to provide the services set forth in Exhibit B (herein called Disability Services and sometimes referred to herein, in part, as Claim Services) with respect to the Plan. Prudential will perform these Services provided that the Purchaser makes payments for the Services as listed in Exhibit C.

Unless otherwise qualified, the term Services includes Disability Services.

By their signatures below, Prudential and the Purchaser agree that this Agreement which follows is approved and its terms are accepted. The provisions on the pages which follow as listed on the Table of Contents are part of this Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
**-ADVANCED RADIOLOGY SERVICES, P.C.-**  
(Purchaser)

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature and Title)

Roseland, NJ

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

February 4, 2020

By:   
\_\_\_\_\_  
Vice President, Contracts

An authorized officer of Prudential and an authorized representative of the Purchaser have each executed this Agreement in duplicate.

**The Disability Services under this Agreement apply to the Short Term Disability Coverage under the Purchaser's Plan.**

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## I. GENERAL PROVISIONS

- A. **Hold Harmless and Indemnification:** Prudential agrees to hold harmless and indemnify the Purchaser from any Indemnifiable Losses arising out of any function of Prudential under this Agreement, provided that it is determined that the liability therefor was the direct consequence of gross negligence, criminal conduct or fraud on the part of Prudential. In no event will Prudential be responsible for any punitive, incidental or consequential damages arising under the Services provided under this Agreement.

Except as described in the preceding paragraph, the Purchaser agrees to hold harmless and indemnify Prudential from any Indemnifiable Losses arising out of any function of Prudential under this Agreement (including but not limited to any Indemnifiable Losses arising from a breach of confidentiality in connection with any information or data relating to this Agreement released by Prudential to the Purchaser, or to any third party at the request of the Purchaser), or from any services performed under this Agreement, including without limitation any Indemnifiable Losses arising out of any incomplete or inaccurate data or records provided to Prudential by the Purchaser or by a third party acting on behalf of the Purchaser, for any period prior to the Effective Date of this Agreement.

With respect to Disability Services, the Purchaser further agrees to hold harmless and indemnify Prudential from any levy, assessment or tax arising from any benefit under the Plan or any service or transaction under this Agreement.

As used in this Agreement, the term Indemnifiable Losses will include any claim, damage, lawsuit, settlement, judgment or penalty, including attorney's fees and other expenses in connection therewith.

- B. **Lawsuits:** Either party to this Agreement that becomes aware of a lawsuit that might give rise to an indemnification under this Agreement will notify the other party promptly in writing of the details of such lawsuit, except that any delay or failure to so notify the party whose obligation it is to indemnify will only relieve that party of its obligations hereunder to the extent it is prejudiced by reason of such delay or failure.

It is understood and agreed that Prudential may, in its sole discretion, tender the defense of any lawsuit that might give rise to an indemnification obligation on the part of the Purchaser under this Agreement to the Purchaser. Either party that has been named as defendant in a lawsuit relating to this Agreement has the right to conduct its own defense. However, except in cases where Prudential tenders the defense of a lawsuit to the Purchaser, the parties may mutually agree that one of the two parties will be responsible for the mutual defense of both parties. In any event, the two parties will consult and cooperate with each other in a reasonable manner with the objective of coordinating the overall defense of the case.

If this Agreement terminates, the hold harmless and indemnification provisions above will continue to apply to any loss or cause of action arising out of any function of Prudential under this Agreement prior to its termination.

## II. OBLIGATIONS OF THE PURCHASER

- A. **Furnishing Information:** The Purchaser will have the obligation (1) to furnish any information required in accordance with this Agreement or any Exhibit attached hereto when and as specified therein; (2) to establish and maintain any records required in

accordance with this Agreement or any such Exhibit; and (3) to furnish to Prudential such other information required by Prudential in order to provide the Services.

- B. **Prompt Discharge of Obligations:** Prudential's performance of the Services will require prompt discharge by the Purchaser of such obligations. Therefore, Prudential will not be considered to have failed to perform its obligations under this Agreement if any delay or non-performance is due, in whole or in part, to the Purchaser's failure to promptly discharge such obligations.
- C. **Authorized Persons:** The Purchaser will provide Prudential with the names of individuals authorized to act for the Purchaser in connection with this Agreement, together with the scope of their authority.

### III. OBLIGATIONS OF PRUDENTIAL

- A. Prudential will perform the Disability Services set forth in Exhibit B on behalf of the Purchaser in connection with the Plan.
- B. Prudential will maintain records used to perform the Services in accordance with Prudential's then current rules for maintenance of claim files and other records.

### IV. CONFIDENTIALITY

- A. **Definitions:** As used in this Agreement,
  - 1. Personal Information means information (including confidential health information) provided by or at the direction of Prudential as part of its Services under this Agreement, regardless of the source of such information, or to which access is provided to the Purchaser, that (a) identifies an individual (by name, signature, address, telephone number or other unique identifier), or (b) can be used to authenticate that individual (including, but not limited to, passwords or PINs, biometric data, unique identification numbers, answers to security questions, or other personal identifiers). An individual's social security number, even in isolation, is Personal Information. Prudential business contact information is not by itself Personal Information.
  - 2. Proprietary Information means information relating to insurance, annuities and financial services, products and strategies, including, but not limited to (a) actuarial calculations, product designs, product administration and management; (b) tax interpretations, tax positions and treatment of any item for tax purposes; and (c) information contained in any Prudential Request for Information, Request for Proposal or Prudential's follow-up information in connection thereto except as expressly modified by the terms of any other written agreement.
  - 3. Confidential Information includes Personal Information and Proprietary Information. Confidential Information does not include information that (a) is lawfully made available to the general public, (b) is or becomes generally known to the public not as a result of a disclosure by the Purchaser, (c) is rightfully in the possession of the Purchaser prior to disclosure by Prudential, or (d) is received by the Purchaser in good faith and without restriction from a third party not under a confidentiality obligation to Prudential and having the right to make such disclosure. The foregoing exceptions do not apply

to the disclosure of Personal Information, which shall not be disclosed without Prudential's prior written consent unless required by law.

- B. **Prudential Obligations:** Prudential certifies that its treatment of Personal Information is in compliance with all applicable laws and/or regulations with respect to privacy and data security including without limitation any applicable privacy law, and that it has implemented and currently maintains an information security program that includes administrative, technical and physical safeguards designed to (a) ensure the security and confidentiality of Personal Information; (b) to protect against any anticipated threats or hazards to the security or integrity of such Personal Information; and (c) to protect against unauthorized access to, destruction, modification, disclosure or use of Personal Information which could result in substantial harm or inconvenience to Purchaser, or to any person who may be identified by such Personal Information. Prudential shall promptly notify Purchaser if Prudential is in material breach of this Section. At Purchaser's request, Prudential agrees to certify in writing to Purchaser, its compliance with the terms of this Section.
- C. **Disclosure of Personal Information:** Prudential will disclose Personal Information to the Purchaser in connection with a non-audit request by the Purchaser solely for plan administration purposes and shall not release such information for employment purposes or actions unrelated to the Services provided by Prudential under this Agreement. If the Purchaser designates a third party for the receipt of any such Personal Information, the Purchaser will cause such third party to sign the appropriate non-disclosure agreement prior to any such disclosure and as a condition to any such disclosure by Prudential.
- D. **Disclosure of Confidential Information:** The Purchaser and Prudential mutually acknowledge and agree that Confidential Information is disclosed to either party on a confidential basis under this Agreement, to be used only as expressly permitted by the terms and conditions of this Agreement. Both parties agree that Proprietary Information is proprietary and/or constitutes a valuable work product. Title to Proprietary Information remains at all times in the hands of the disclosing party and no transfer to the receiving party of any interest in Proprietary Information is either expressly granted or implied.

In recognition of the foregoing, each of the parties covenant and agree that:

1. it will keep and maintain all Confidential Information in confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure;
2. it will not, directly or indirectly, disclose Confidential Information to anyone outside, except with disclosing party's prior written consent or as permitted under this Agreement;
3. disclosure of the Confidential Information by Prudential to an independent medical provider in connection with an Independent Medical Evaluation may be necessary or appropriate for the administration of the Purchaser's employee benefit plans;
4. it will use and disclose Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement, and will not use or disclose such information for receiving party's own purposes or for the benefit of anyone other than the disclosing party; and

5. it shall, upon the earlier of (a) completion of a termination of this Agreement, (b) determination that it has no need for Confidential Information, or (c) at any time disclosing party requests, promptly destroy all such Confidential Information in its possession, except that Representative may retain such records in accordance with its business or legal records retention policies or procedures or as otherwise required by law. In such cases, receiving party shall maintain and protect such information in accordance with the terms and conditions of this Agreement and shall destroy all such records in accordance with its standard retention policies and procedures in a manner that renders such information unreadable and indecipherable as soon as practical.

The disclosing party shall be permitted to disclose Confidential Information only to its employees and agents having a need to know such information in connection with the performance of services contemplated by this Agreement or as permitted by applicable law. The receiving party is responsible for all its employees' compliance with the terms of this Agreement. If the receiving party is required by law to disclose Confidential Information, it shall promptly notify disclosing party in writing in advance of such disclosure, and provide disclosing party with copies of any related information so that disclosing party may take appropriate action to protect the Confidential Information. Such notice shall not be required where Prudential discloses Confidential Information to a regulator for purposes of regulatory examination or oversight.

- E. **Breach:** Prudential is responsible for compliance with any applicable state or federal laws regarding Confidentiality of Personal Information and breach thereof, as related to performance of the Services it provides under this Agreement.

Prudential shall notify Purchaser promptly and without unreasonable delay, after Prudential reasonably believes there has been a material unauthorized use or disclosure of Personal Information (a "Security Incident"). Thereafter, Prudential shall (i) timely furnish to Purchaser details of the Security Incident and (ii) use commercially reasonable efforts to prevent a recurrence of any Security Incident. Prudential has the right to determine: (i) whether notice of a Security Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or in Prudential's discretion; and (ii) the contents of each notice, whether any type of remediation will be offered to affected persons, and the nature and extent of the remediation. Prudential will bear the cost and expense of all notices and remediation. While Prudential retains the right to determine if a Security Incident requires notice to any third party, including the contents of any such notice, where Purchaser has a separate, independent legal obligation to provide any such notice to a third party itself, Prudential will undertake to provide commercially reasonable assistance to Purchaser by providing Purchaser with information it may require for Purchaser to address its separate legal obligation.

With respect to any Personal Information disclosed to it by Prudential, the Purchaser agrees to maintain such information with the same degree of care it handles its own confidential information and do so in accordance with its own privacy and/or security policies, rules and practices, subject to more restrictive requirements of applicable law.

Purchaser shall notify Prudential promptly and without unreasonable delay, after Purchaser reasonably believes there has been a material unauthorized use or disclosure of Personal Information (a "Security Incident"). Thereafter, Purchaser shall (i) timely furnish to Prudential details of the Security Incident; (ii) use commercially reasonable efforts to prevent a recurrence of any Security Incident; (iii) assist and cooperate with Prudential in its investigation of the Security Incident; and (iv) cooperate with Prudential in any litigation or

other formal action against third parties deemed necessary by Prudential to protect its rights.

## V. AUDITS BY THE PURCHASER

- A. **Scheduling of Audit:** The Purchaser may arrange for an audit at any time during the normal business hours of Prudential. The audit must be scheduled with appropriate notice and based on a prearranged agenda agreed to in advance by the appropriate office of Prudential. Items to be reviewed must be agreed to prior to commencement of the audit.
- B. **Inspection of Records and Information:** To assist in the audit, Prudential agrees to permit the Purchaser to inspect Confidential Information, and records and other information regarding claims for disability benefits submitted by persons covered under the Plan. The Purchaser agrees that:
1. The information and records will not be used for any purpose other than the audit.
  2. The information and records, including the final audit findings and summary, will be kept confidential in accordance with the confidentiality provisions of this Agreement.
  3. The information and records will not be removed from Prudential's premises and will not be duplicated or electronically recorded, or recreated in any other manner.
  4. All system access operations will be performed by a Prudential representative on behalf of the Purchaser.
  5. Specific information about a patient's health will not be made available by Prudential without the written consent of the employee and the patient (if they are not the same).
  6. The Purchaser will comply with all federal, state and local laws regarding the use of Confidential Information.
  7. Prudential will have the right to review a draft of the audit findings, and to comment on those findings, before they are finalized.
  8. Prudential will have the right to review the final audit findings and summary, to have an exit interview, and to include with the audit report a supplementary statement containing facts that Prudential considers pertinent to the audit.
  9. The audit report will contain no individually identifiable information.
  10. The results of the audit will be for the Purchaser's exclusive use.
- C. **Audits by Third Party:** The Purchaser may choose a third party representative to perform the audit, other than a representative whose action could, in Prudential's sole opinion, represent a conflict of interest. If a third party representative is to perform the audit, that third party, the Purchaser and Prudential must agree in writing to the terms set forth above.
- D. **Expenses:** It is understood and agreed that all expenses incurred by Prudential in connection with the audit will be inventoried and charged to the Purchaser.



## VI. CHARGES FOR THE SERVICES

- A. **Payment of Charges:** Charges for the Services will be in accordance with the Schedule of Charges set forth in Exhibit C. Charges will be payable to Prudential by the Purchaser within thirty-one (31) days after the billing date (the date on which Prudential releases a notice to the Purchaser requesting payment of the charges for the Services performed). If the Purchaser fails to remit such payment to Prudential within thirty-one (31) days after the billing date, a Late Fee Charge, as described in Exhibit C, will be payable to Prudential. Also, at its option, Prudential may exercise its right to terminate this Agreement as described in the Termination of the Agreement section below.
- B. **Changes in Charges:** Prudential may change the Schedule of Charges as of any date on or after January 1, 2022. Prudential may also change the Schedule of Charges as of any date as a result of any modification of the Plan, or this Agreement, or any administrative procedure directly supportive of the Plan or this Agreement, as requested by the Purchaser and agreed to by Prudential.

If such a change is in connection with a modification of the Plan or this Agreement, or in an administrative procedure, it will become effective on the effective date of the modification. If such a change is not in connection with a modification of the Plan or this Agreement, or in an administrative procedure, it will become effective on the date specified, provided Prudential has given notice of the change at least sixty (60) days prior thereto, and unless the Purchaser notifies Prudential at least thirty (30) days prior to such specified date of its intention to terminate this Agreement as of the date specified.

- C. **Acceptance of Late Payment:** Any fee payment remitted to and accepted by Prudential more than thirty-one (31) days after the billing date will not establish a course of dealing, or constitute a waiver or modification, or in any way alter, amend or affect Prudential's right to terminate this Agreement pursuant to the Termination of the Agreement section below.

## VII. TERMINATION OF THE AGREEMENT

- A. This Agreement will terminate upon the first to occur of the following:
1. The expiration of thirty (30) days after written notice has been given by Prudential or the Purchaser of its intention to terminate because of the other's breach of material obligations under this Agreement.
  2. The date specified in a written notice given by Prudential to the Purchaser of its intent to terminate this Agreement because of the Purchaser's failure to remit to Prudential charges for Services within thirty-one (31) days after the billing date.
  3. The expiration of the day prior to any billing date if either Prudential or the Purchaser has given at least thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of that billing date.
  4. The date a change in the Schedule of Charges is to become effective, in the event that the Purchaser notifies Prudential at least thirty (30) days prior thereto of its intention to terminate this Agreement.
  5. Termination of the Plan.

6. Modification of the Plan, but such modification of the Plan will not operate to terminate this Agreement (a) if this Agreement is amended to make such modified plan the Plan under this Agreement or (b) while this Agreement is being continued, by mutual agreement between Prudential and the Purchaser, prior to such amendment.

## VIII. MISCELLANEOUS PROVISIONS

- A. This Agreement, including its Exhibits, may only be changed by an amendment hereto signed by an authorized representative of the Purchaser and an officer of Prudential.
- B. Any of the functions to be performed by Prudential under this Agreement may be performed by Prudential or any of its subsidiaries. Any reference in this Agreement to Prudential will include its directors, officers and employees as well as the directors, officers and employees of any of its subsidiaries.
- C. Any references in this Agreement to the Purchaser will include its directors, officers, and employees acting in the course of their employment, but not as claimants.
- D. **Ownership of Work:** Prudential will hold full title to any work product Prudential creates and develops in the course of performing the Services under this Agreement, and any system, process, work flow, diaries, invention or tool that it develops pursuant to the services rendered under this Agreement or from any notes, reports, memoranda made or prepared in connection with this Agreement. Prudential will maintain in Prudential's own name any copyrights, trademark registrations and/or other protection available. Without limiting the generality of the foregoing, Prudential owns and holds full title to Prudential's utilization of proprietary internal software tools, protocols and databases, and other intellectual property owned and controlled by Prudential or its parent company or subsidiary. Any enhancements, improvements or revisions to such intellectual property in connection with services under this Agreement will be and remain the exclusive property of Prudential.
- E. **Insurance:** Prudential will, at its expense, maintain professional liability insurance in the amounts of not less than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregate. Prudential will upon written request provide evidence of such insurance policies to the Purchaser.
- F. **Health Care Decisions:** Prudential is not a health care provider and notwithstanding the Services provided by Prudential under this Agreement, all decisions concerning the rendering of health care services are determined by the patient, the patient's physician, and the hospital or other health care provider and Prudential will have no responsibility for or obligations with respect to any such health care decisions.
- G. **Notice:** All notices, demands, payments, or other communications required or permitted hereunder will be delivered or mailed to the parties at the addresses set forth below or at such other place as the party designates in writing.

To Prudential:

Vice President, Group Insurance Distribution  
Prudential Insurance Company of America  
80 Livingston Avenue  
Roseland, New Jersey 07068-1733

With copy to:

Chief Legal Officer, Group Insurance  
Prudential Insurance Company of America  
80 Livingston Avenue  
Roseland, New Jersey 07068-1733

To Purchaser:

Amy Spira  
Human Resource Manager  
Advanced Radiology Services, P.C.  
3264 Evergreen NE  
Grand Rapids, Michigan 49525

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## **EXHIBIT A Plan of Benefits**

The term "Booklet" wherever used below refers to the document describing the Purchaser's "Plan of Benefits" for the classes of persons indicated. The Plan of Benefits for each class of persons indicated is determined by: (1) the Booklet that applies to that class; and (2) any modification to that Booklet, provided the modification is listed below or is included in an amendment to this Administrative Services Agreement.

It is understood and agreed that:

1. The Purchaser shall furnish to Prudential a written Plan Document, booklet or other description of the Plan of Benefits for attachment to this Exhibit A.
2. Prior to the Purchaser's completion of the written Plan Document, booklet or other description of the Plan of Benefits, Prudential shall furnish the Services described in this Administrative Services Agreement in accordance with instructions given by the Purchaser, whether given in writing, verbally or otherwise, and such instructions shall constitute the Plan of Benefits referred to in this Administrative Services Agreement.

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## **EXHIBIT B**

### **Disability Services**

Prudential will provide the following Disability Services in accordance with the terms and conditions of the Agreement and any additional provisions set forth in this Exhibit. In the event of any conflict between the terms of this Exhibit and the terms of the Agreement, the terms of this Exhibit will govern.

#### **I. CLAIM SERVICES**

- A. **Claim Processing:** While the Agreement is in effect, Prudential will accept for processing those claims for benefits under the Plan for which proof of a claim is furnished, in a form satisfactory to Prudential.

Proof of claim will be accepted by fax, mail, via a secured Prudential website or telephone, using Prudential's intake number, weekdays during the core hours of 8am to 11pm ET.

Written notice of claim should be sent to Prudential within thirty (30) days after the date a claimant's disability begins. Initial written proof of claim must be provided to Prudential no later than ninety (90) days after the end of any elimination period under the Plan. If Prudential requests proof of continuing disability, such proof must be received within fourteen (14) days of the request. However, Prudential may at its discretion accept any claim for which proof is submitted after the expiration of said ninety (90), thirty (30) or fourteen (14) days.

- B. **Determination of Eligibility for Benefits:** Prudential will determine a claimant's eligibility for benefits under the Plan based on information furnished to Prudential. Such information identifying by name the persons then participating under the Plan, the effective dates of their participation and the extent of their coverage under the Plan will be furnished by the Purchaser, in a form satisfactory to Prudential, as of the effective date of the Agreement and subsequently during the continuance of the Agreement. The Purchaser will hold Prudential harmless from any Indemnifiable Loss arising from Prudential's use of such information.

Information upon which Prudential will determine a claimant's eligibility for benefits under the Plan will be furnished to Prudential by paper or via a secured Prudential website.

Prudential also performs a medical record review for new claims which may be affected by any pre-existing condition limitation of the Plan.

- C. **Claim Determination:** Prudential will assist the Purchaser in determining, in accordance with the provisions of the Plan, the duration of benefits, if any, for each claim received. Each claim determination is based on Plan provisions and the duration guidelines, such as the Medical Disability Advisor, and will be made after all information is received.

The Employee Retirement Income Security Act of 1974, as amended, requires that claimants be notified of their claim determination within 45 days of receipt of the claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the Plan. A written notice of the extension, the reason for the extension and the date by which the Plan expects to decide the claim will be furnished to the claimant within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the Plan. A written notice of the additional extension, the reason for the additional extension and the date by which the Plan expects to decide the claim, shall be furnished to the claimant within the first 30-day extension period if an additional extension

of time is needed. However, if a period of time is extended due to failure to submit information necessary to decide the claim, the period for making the benefit determination by Prudential will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

The determination includes ongoing claim management using all available resources including clinician review and involvement based on physician's certification. It also includes a return to work strategy and the request for and analysis of additional medical information to support ongoing disability, independent medical examinations, consultation and other services that are appropriate to the claim.

In addition, Prudential will calculate and report the gross scheduled benefit amount for each claim received.

The duration guideline for a normal maternity disability claim is 2 weeks of pre-partum benefits and 6 weeks of post-partum benefits. This is a guideline only. Prudential will assess the claimant's ability to work and the extent to which the claimant is able to work by also considering the facts and opinions from the claimant's doctors, and doctors, other medical practitioners or vocational experts chosen by Prudential.

- D. **Communication of Decisions:** Prudential mails claim approvals and denials to the claimant and the Purchaser. In the case of a denial, a medical explanation appears only on the claimant's copy. The Purchaser may also access a report of approvals and denials via a secured Prudential website.
- E. **Appeals of Claim Denials:** Prudential informs anyone whose claim has been denied the reason for such denial and sets forth the steps the person must take to receive a full and fair review of the decision denying the claim. The Purchaser hears all levels of appeal and makes the final claim determination.
- F. **Claim Investigations:** Prudential may, at its option, investigate any claim or have the claimant examined by a physician during pendency of claim. The selection of claims and frequency for investigation will be determined by Prudential, but Prudential will also consider for investigation other claims when requested by the Purchaser. Any such investigation may be performed by a vendor selected by Prudential.
- G. **Requests for Non-Standard Services:** The Purchaser may request and Prudential may agree to provide Claim Services that are not set forth in this Exhibit (called "Non-Standard Services"). Prudential may, with the Purchaser's consent, arrange for a vendor to provide the Non-Standard Services. It is understood and agreed that all expenses incurred by Prudential in connection with Non-Standard Services will be reimbursed by the Purchaser. The method of reimbursement will be mutually agreed upon in advance by the Purchaser and Prudential.

## II. OTHER SERVICES TO BE FURNISHED IN CONNECTION WITH THE PLAN

- A. **Reports:** Prudential will provide access to Web reporting via a secured Prudential website. Web reporting allows the Purchaser to select a standard report or create a custom report within the parameters of the system, to schedule specified times when selected reports will be run, and to receive an e-mail advisory when such reports are ready.
- B. **Cost Analysis Services:** Upon request of the Purchaser and receipt of any required information, Prudential will furnish to the Purchaser an estimate of the benefit cost of any proposed modification or extension of the Purchaser's Plan described in Exhibit A. In connection therewith, Prudential will notify the Purchaser of any changes in the Schedule of

Charges under the Agreement which would be required if the Plan under the Agreement were so modified or extended.

C. **Materials to be Furnished:** Materials will be of the type normally prepared by Prudential for the purpose intended.

1. Prudential will, where requested by the Purchaser, prepare and furnish to the Purchaser:
  - a. Electronic versions of forms to be used for submission of claims for benefits under the Plan and instructions for their use.
  - b. Electronic versions of forms to be used in administering the Plan and instructions for their use.
2. Prudential will also prepare the text of any amendments to this Agreement, including any amendment changing the Plan under this Agreement.

D. **Other Services:**

**Benefit Plan Design:** Prudential will, taking into account trends in employee benefits and costs, assist the Purchaser in the design of its Plan described in Exhibit A and any desired revisions thereof.

### III. OTHER PROVISIONS

- A. **Fiduciary Duty:** It is understood and agreed that the Purchaser retains complete authority and responsibility for the Plan, its operation, and the benefits provided thereunder, including all fiduciary duties under the Employee Retirement Income Security Act of 1974, as amended, and that Prudential is empowered to act on behalf of the Purchaser in connection with the Plan only as expressly stated in this Agreement or as agreed to in writing by Prudential and the Purchaser.
- B. **Forwarding of Records:** If this Exhibit is terminated, no further Services will be furnished by Prudential except as mutually agreed to by Prudential and the Purchaser. Prudential will forward to the Purchaser such records as the Purchaser may reasonably require for the administration of the Plan or any plan adopted in its place. It is understood and agreed that the cost incurred by Prudential for furnishing these records will be inventoried and charged to the Purchaser.

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### **EXHIBIT C** **Schedule of Charges**

- A. **Basic Fees:** The following basic fees are for all services, other than those described in the sections below:

For Disability Services:

\$2.25 per employee covered under the Short Term Disability coverage under the Plan, per month.

- B. **Charges for Non-Standard Services:** As mutually agreed upon in advance by the Purchaser and Prudential.
- C. **Charges for Purchaser's Audit:** Actual cost as inventoried.
- D. **Charges for Forwarding Records if Services End:** Actual cost as inventoried.
- E. **Late Fee Charge:** For each fee payment remitted to Prudential more than thirty-one (31) days after the billing date: 1% of the billed amount for each month or portion thereof that it is overdue. Such late fee charge will commence on the thirty-second day after the billing date.