

**BUNDLED SERVICES AGREEMENT –  
PARETO CAPTIVE SERVICES, LLC CLIENTS**

This Bundled Services Agreement (the “Agreement”) is effective [REDACTED] (the “Effective Date”), by and between The Phia Group, LLC and its affiliates (collectively, “The Phia Group”), and [REDACTED] (“Client”). The Phia Group and Client may be referred to in the singular as “Party” or in the plural as “Parties.”

WHEREAS, The Phia Group is a provider of Independent Consultation and Evaluation (“ICE”) services, Plan Appointed Claim Evaluator<sup>®</sup> (“PACE<sup>®</sup>”) services, and Plan Drafting services (collectively, the “Phia Services”); and

WHEREAS, Client seeks to utilize the Phia Services per the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

**I. Phia Services**

**a. Independent Consultation and Evaluation (“ICE”) Services**

1. *Key Terms.* Definitions provided in Exhibit I:

- i. Consultation/Consultative Services
- ii. Gap Free Review
- iii. Participant
- iv. Phia Certification
- v. Plan
- vi. Plan Document

2. *Responsibilities of The Phia Group*

- i. Upon Client’s written request (email is sufficient), The Phia Group shall provide case-by-case Consultative Services to Client. The Phia Group shall have discretion to determine whether an item referred by Client falls within the applicable scope of the ICE services.
- ii. Upon Client’s written request (email is sufficient), once a year, The Phia Group shall perform one (1) Gap Free Review on behalf of Client.
- iii. Upon Client’s written request (email is sufficient), once a year, The Phia Group shall perform a Phia Certification for each of Client’s eligible Plan Document(s).
- iv. The Phia Group will issue its consultative responses to Client’s requests, within a reasonable timeframe and pursuant to reasonable deadlines.

**b. Plan Appointed Claim Evaluator<sup>®</sup> (“PACE<sup>®</sup>”) Services**

1. *Key Terms.* Definitions provided in Exhibit I:

- i. Directive
- ii. Fiduciary Damages
- iii. Participant
- iv. Payable Claims
- v. Plan
- vi. Plan Administrator
- vii. Plan Appointed Claim Evaluator (“PACE”)
- viii. Plan Document
- ix. Plan Sponsor
- x. Second Level Post-Service Final Appeal

2. *Responsibilities of The Phia Group*

- i. The Phia Group, acting as the PACE, shall have discretionary authority to review Second Level Post-Service Final Appeals referred to it by Client, determine payability of claims, and issue Directives.
- ii. Directives shall be issued prior to deadlines provided by Client or within fifteen (15) business days of having received the request from Client, whichever is shorter.
- iii. Client understands and acknowledges that The Phia Group is only responsible when Client complies with The Phia Group’s Directive.

3. *Responsibilities of Client*

- i. Upon receipt of a Second Level Post-Service Final Appeal, Client shall forward (or have forwarded) within three (3) business days of said receipt, the Second Level Post-Service Final Appeal (including the entire file relating to the denied claim[s]), copies of the prior appeals and payment determination(s), the applicable Plan Documents, all other relevant documentation or correspondence, and applicable deadlines to The Phia Group. Upon receipt, The Phia Group may request additional information, which shall be provided within three (3) business days.
- ii. All Second Level Post-Service Final Appeal referrals submitted by Client to The Phia Group for PACE services, including all relevant medical records and other documents in conjunction with the Second Level Post-Service Final Appeal, shall be done online through a dedicated e-mail address, via upload/download to a dedicated (secure) FTP site, or overnight delivery.
- iii. Client agrees to incorporate PACE-specific provisions to be provided by The Phia Group into its Plan Document(s).
- iv. If the terms of Client’s Plan are deficient, or if Client fails to furnish such documents in compliance with applicable law, The Phia Group shall suggest payment of applicable claims, and have no liability in connection therewith; this advice would not constitute a Directive.
- v. Client agrees to provide adequate funding for payment of claims, if deemed payable, not later than the earlier of thirty (30) calendar days from The Phia Group’s receipt of

a Second Level Post-Service Final Appeal or the date set forth by applicable law. In the event of a breach of this provision, The Phia Group shall have no further liability for damages resulting from said breach.

4. *Liability of the Parties with Respect to the PACE Services*

- i. The Phia Group, when acting as the PACE, shall only be responsible for Fiduciary Damages arising from and occurring solely due to its Directives regarding Second Level Post-Service Final Appeals.
- ii. In any instance where The Phia Group, acting as the PACE, incurs liability through its actions as the PACE, The Phia Group's liability shall be limited to One Million Dollars (\$1,000,000) per Directive and Second Level Post-Service Final Appeal.
- iii. The Phia Group shall not be liable for any damages incurred as a result of:
  - a. negligence or willful misconduct by any party other than The Phia Group;
  - b. breach of duties – fiduciary or otherwise - by any entity other than The Phia Group;
  - c. any party's decision to disregard The Phia Group or a Directive issued by The Phia Group;
  - d. Plan Document language not provided by The Phia Group that is not in compliance with applicable law or which is otherwise unenforceable;
  - e. actions by any party other than The Phia Group not in compliance with applicable law; or
  - f. Client's failure to provide timely funding necessary to pay a Payable Claim, or Client's failure to timely process said claims.

5. *Disclaimer; Limitation of Liability.*

Other than in the limited instance of a Second Level Post-Service Final Appeal referred to The Phia Group by Client so that The Phia Group can perform PACE services as described herein, The Phia Group expressly disclaims any decision-making role or responsibility whatsoever in connection with the decisional process on the claim under the terms of Client's Plan(s). Aside from the limited instances in which a Second Level Post-Service Final Appeal is referred to The Phia Group by Client so that The Phia Group can perform PACE services as described herein and Client complies with the resultant Directive, the Parties intend that The Phia Group shall not be deemed a "fiduciary" for Client's Plan(s) within the meaning of ERISA, The Phia Group shall be deemed to have no discretionary authority or final determinative capability with regard to benefit determinations, and Client shall indemnify and hold The Phia Group harmless in that regard.

6. *Run-Out.*

Upon termination of this Agreement, The Phia Group shall automatically continue to perform run-out services pertaining to any determinations made during the Second Level Post-Service Final Appeal stage that were referred to The Phia Group prior to the termination of the Agreement, until such determinations reach their ultimate resolution, up to and including a final decision issued by an IRO or court of competent jurisdiction.

**c. Plan Document Drafting Services**

1. *Plan Document Drafting Requests*

- i. Client may refer plan document drafting requests to The Phia Group in writing (e-mail is preferred) at [pgcreferral@phiagroup.com](mailto:pgcreferral@phiagroup.com) or via fax at 781-535-5656.
- ii. The Phia Group will acknowledge receipt of the request before providing a scope of the project, as well as an estimated turnaround time. Upon receiving Client's written approval to proceed, The Phia Group shall begin the project.
- iii. The Phia Group reserves the right to refuse a plan document drafting request with reasonable, written justification provided to Client.

2. *Plan Document Overview Assessment.*

Upon Client's submission of a standard plan document to The Phia Group for purposes of providing an overview assessment, The Phia Group will review the plan document and provide an initial assessment memorandum addressing potential areas of concern, including a consultation phone call.

3. *Plan Document Drafting and Review*

- i. The Phia Group will, upon Client's written request, provide:

(1) Plan Document Provision Review and Revision

- a. In redline format (track changes function), The Phia Group will update Client's plan document(s) to comply with all ACA plan regulations and to add The Phia Group's recommended cost-containment provisions.
- b. The Phia Group requires a Microsoft Word Document version of the plan document.

(2) Single Plan Document and Summary Plan Description ("SPD") Checklist

- c. The Phia Group will craft individual plan documents for Client, utilizing answers provided by Client via a checklist, including the following plan document options:
- d. Preventive Care Only Plan
- e. Wrap Document

(3) Summary of Benefits and Coverage ("SBC") Request

- f. The Phia Group will create a Summary of Benefits and Coverage ("SBC") for Client.

4. *Limited Warranty.*

The Phia Group warrants that at the time they are produced, plan documents produced by The Phia Group meet the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Affordable Care Act ("ACA"), and any applicable federal regulations promulgated thereunder. In the event of any change in the foregoing federal requirements, Client is responsible for obtaining the necessary updates to its plan documents that have already been produced. In the event Client makes any changes to a plan document that are not reviewed and approved by The Phia Group, this limited

warranty shall be void. Client is exclusively responsible for carefully reviewing all plan documents produced by The Phia Group to confirm their accuracy and suitability for the needs of Client.

## **II. General Terms**

### **a. Term and Termination.**

This Agreement will remain in effect for an Initial Term of one (1) year from the Effective Date and cannot be terminated by either Party during the Initial Term unless such termination is “for cause.” In the event that either Party (the “Breaching Party”) is in breach of any of its material obligations under this Agreement, the non-breaching Party may terminate this Agreement “for cause” by providing fifteen (15) days’ prior written notice (the “Notice Period”) to the Breaching Party, specifying the breach and its claim for right to terminate; provided, however, that the termination shall not become effective at the end of the Notice Period if the Breaching Party cures the breach complained about during the Notice Period. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, an “Additional Term”) until terminated by either Party (i) “for cause,” as set forth in this Section II.a; or (ii) for any or for no reason, upon sixty (60) days’ prior written notice to the other Party. Notwithstanding the foregoing, this Agreement shall be terminated in the event that (a) the Memorandum of Understanding for Bundled Services (“MOU”) between Pareto Captive Services, LLC and The Phia Group is terminated for any reason, with the effective date of such termination being the same as the effective date of the termination of the MOU; or (b) in the event that Client terminates its relationship with Pareto Captive Services, LLC, with the effective date of such termination being the same as the effective date of the termination of Client’s relationship with Pareto Captive Services, LLC.

### **b. Survival.**

The provisions of this Agreement which expressly or by their nature survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement.

### **c. Confidential Information.**

During the term of this Agreement, The Phia Group and the Client may have access to confidential information relating to such matters as either Party's business, trade secrets, systems, procedures, manuals, products, contracts, personnel, and clients. As used in this Agreement, "Confidential Information" means information belonging to The Phia Group or Client which is of value to such Party and the disclosure of which could result in a competitive or other disadvantage to either Party, including, without limitation, financial information, business practices and policies, know-how, trade secrets, market or sales information or plans, customer lists, business plans, and all provisions of this Agreement. “Confidential Information” also includes Protected Health Information (PHI), as the term is defined under HIPAA. Confidential Information does not include: (i) information that

was known to the receiving Party before receipt thereof from or on behalf of the disclosing party ("Disclosing Party"); (ii) information that is disclosed to the receiving Party ("Receiving Party") by a third person who has a right to make such disclosure without any obligation of confidentiality to the Disclosing Party; (iii) information that is or becomes generally known in the trade without violation of this Agreement by the Receiving Party; or (iv) information that is independently developed by the Receiving Party or its employees or affiliates without reference to the Disclosing Party's information. Each Party will protect the other's Confidential Information in accordance with all applicable law (including, without limitation, HIPAA, and its implementing regulations) and with at least the same degree of care it uses with respect to its own Confidential Information, and will not use the other Party's Confidential Information other than in connection with its obligations hereunder. Notwithstanding the foregoing, a Party may disclose the other's Confidential Information if: (i) required by law, regulation or legal process or if requested by any applicable governmental agency or self-regulatory organization; (ii) it is advised by counsel that it may incur liability for failure to make such disclosure; or (iii) requested by the other Party; provided that in the event of (i) or (ii) above the Disclosing Party shall give the other Party reasonable prior notice of such disclosure to the extent reasonably practicable and cooperate with the other Party (at such other Party's expense) in any efforts to prevent such disclosure.

d. **LIMITATION OF LIABILITY.**

**EXCEPT AS MAY OTHERWISE BE EXPLICITLY SET FORTH HEREIN, THE PHIA GROUP, WHEN PROVIDING THE PHIA SERVICES SET FORTH HEREIN, SHALL ONLY BE RESPONSIBLE FOR DAMAGES ARISING FROM AND OCCURRING DUE TO THE PHIA GROUP'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE LAW IN PROVIDING THE PHIA SERVICES. THE PHIA GROUP IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOST PROFITS, UNLESS CAUSED BY PHIA'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR UNAUTHORIZED USE OR DISCLOSURE OF PHI. IN ANY INSTANCE WHERE THE PHIA GROUP PROVIDES PHIA SERVICES UNDER THIS AGREEMENT, AND, AS A RESULT OF PROVIDING THE PHIA SERVICES, INCURS LIABILITY THROUGH ITS ACTIONS, THE PHIA GROUP'S LIABILITY SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000) PER INSTANCE, OTHER THAN FOR DAMAGES ARISING FROM ANY UNAUTHORIZED USE OR DISCLOSURE OF PHI BY PHIA OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS.**

e. **Not a Fiduciary.**

Client understands and acknowledges that The Phia Group's performance of the Phia Services, except as otherwise explicitly provided for above, does not cause The Phia Group to become a "fiduciary" for any benefit plan sponsored or administered by Client.

f. Not a Plan Administrator.

Client understands and acknowledges that all legal obligations regarding the administration of a plan are the sole obligations of the plan and/or Client, and in no event shall The Phia Group be responsible for any legal obligations regarding the administration of the plan.

g. Disclaimers.

1. Client understands and acknowledges that The Phia Group's performance of the Phia Services does not constitute providing legal advice. No attorney-client relationship shall exist as between The Phia Group and Client under the scope of this Agreement. Retention of The Phia Group as consultants does not constitute retention of legal representation. The Phia Services are provided based on the mutual understanding that The Phia Group is not a law firm and is not providing tax or legal advice. Instead, The Phia Group will assist Client and provide advice solely in a consulting capacity. The applicable plan sponsor and/or plan administrator is solely responsible, and The Phia Group is not responsible, for the compliance and content of, and payment of benefits as specified within, any plan documents created or distributed. As with all issues involving interpretation or application of laws and regulations, Client and its plan(s) should rely on their own legal counsel for authoritative guidance. By executing this Agreement, Client acknowledges that The Phia Group provides consulting services only and does not function as legal counsel, attorney, or representative of Client or any other party.
2. Except as may otherwise be explicitly set forth herein, Client acknowledges that The Phia Group makes no warranty, express or implied, with respect to any rights, property, or data transferred hereunder, including, but not limited to, any express or implied warranty of fitness for a particular purpose.

h. Governing Law.

This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to its principles regarding conflicts of law.

i. Arbitration.

All disputes under this Agreement shall be settled by arbitration in Pennsylvania, before a single arbitrator pursuant to the rules of the American Arbitration Association. Arbitration may be commenced at any time by either Party giving written notice to the other Party that such dispute has been referred to arbitration under this section. The arbitrator shall be selected by the joint agreement of the Parties, but if they do not agree within twenty (20) days after the date of the notice referred-to above, the selection will be made pursuant to the rules maintained by the association. Any award rendered by the arbitrator will be conclusive and binding upon the Parties and is to be accompanied by a written opinion of the arbitrator giving the reasons for this award. This provision for arbitration will be

specifically enforceable by the Parties. The decision of the arbitrator will be final and binding and there will be no right of appeal. Each Party will pay its own expenses of arbitration.

j. Indemnification.

Each Party hereby agrees to indemnify, defend, and hold harmless the other Party from and against any and all claims, losses, demands, liabilities, costs and expenses (including reasonable attorney's fees and costs and expenses related thereto) suffered or incurred by the damaged Party as a result of, or in connection with, any third party claims to the extent caused by breach of this Agreement, fraud, negligence of any type or degree, willful misconduct, or violation of any applicable law of/by the indemnifying Party or its directors, officers, employees, or agents in performing the indemnifying Party's obligations under this Agreement.

k. Force Majeure.

Neither Party will be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including, but not limited to: acts of god, war, riot, strike, labor disturbance, fire explosion, telephone network failure(s), flood or shortage or failure of suppliers. If any delay in performance under this section continues for more than sixty (60) consecutive days, the unaffected Party will have the right to terminate this Agreement with ten (10) days' prior written notice to the affected Party, unless the affected Party is able to remedy its circumstances within the 10-day notice period.

l. Waiver.

Failure to enforce the performance of any provision of this Agreement will not constitute a waiver of rights to subsequently enforce such provision or any other provision. No waiver of any provision of the Agreement will be effective unless in writing.

m. Notices.

All notices hereunder shall be in writing (email is sufficient). Notice shall be deemed to be given upon receipt. Notices shall be submitted to the Parties at their respective email addresses or physical addresses as communicated by the Parties.

n. Amendment.

This Agreement may be modified, amended or supplemented only by a writing signed by the authorized representatives of both Parties to this Agreement. Such amendments, modifications or supplements are incorporated into and made a part of this Agreement.

o. Independent Contractors.



The relationship between the Parties is that of independent contractors. Neither Party is intended to be an employee or employer of, nor joint venturer with, the other Party; and except as otherwise specifically contemplated herein, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

p. Integration.

The Parties acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and conditions. This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the Parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force and effect.

q. Authority.

Each Party represents and warrants to the other Party that the signatory identified beneath its name below has authority to execute this Agreement on its behalf. This Agreement shall be binding upon the Parties hereto and their successors and assigns; provided, however, that neither Party may assign their rights or obligations hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date set forth above.

**The Phia Group, LLC**



Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## EXHIBIT 1

### DEFINITIONS

Capitalized terms which are not otherwise defined in this Exhibit 1 shall have the meanings set forth in the Employee Retirement Income Security Act of 1974 (“ERISA”) or other applicable law. Otherwise, the terms defined in this Exhibit 1 shall have the following meaning(s):

#### **Independent Consultation and Evaluation (“ICE”) Services**

I. Consultation – For purposes of this Agreement, “Consultation” shall be understood to mean any consultative or evaluative act, undertaken by The Phia Group, under the specific scope of Section I(a), to include: consultation on matters relevant to Plan Documents including regulatory compliance, claim evaluation and analysis including claims payment and eligibility issues, performance of The Phia Group’s Gap Free Review, performance of Phia’s Certification service, Plan-related dispute resolution, administrative service agreement guidance, network interaction, stop-loss disputes, consultation regarding Plan construction, and matters generally related to Plan administration (the “Consultative Services”). Consultation/Consultative Services shall not include any plan drafting services such as Plan Document creation, revision or customization, which are instead set forth in Section I(c) of the Bundled Services Agreement.

II. Gap Free Review – Comparison of pertinent Plan-related documents (*e.g.*, Plan Documents, stop-loss policies, PPO agreements, administrative services agreements, employee handbooks) to one another to identify “gaps” in coverage created by discrepancies between the documents.

III. Participant – Any employee (or former employee/retiree, if applicable) of Client, the employee’s eligible dependents, or any other person(s) eligible to submit claims to a Plan and receive benefits from a Plan.

IV. Phia Certification – Review of a Plan’s governing Plan Document(s) to ensure they meet The Phia Group’s standards for subrogation and regulatory compliance.

V. Plan – A benefit plan, as offered by Client and which is established for the benefit of Participants.

VI. Plan Document – The document governing, and setting forth the benefits of, the applicable Plan; for purposes of Section I(a), it shall include controlling certificates of insurance, policies, and/or summary plan descriptions, as well as applicable amendments.

#### **Plan Appointed Claim Evaluator® (“PACE®”) Services**

I. Directive - A benefit determination, made by the Plan Appointed Claim Evaluator® (“PACE®”), regarding payability of a "claim" that was submitted for payment to the applicable health benefit Plan's third party administrator ("TPA") and/or Plan Administrator, denied by the applicable health benefit Plan's TPA or Plan Administrator, subsequent appeal(s) resulted in its

continued denial, and the matter has now been submitted for a Second Level Post-Service Final Appeal.

II. Fiduciary Damages - Fiduciary Damages shall include damages awarded by a court of competent jurisdiction to a Participant arising from or due to the PACE's arbitrary, capricious, or other behavior constituting a breach of its fiduciary duty. As such, The Phia Group, when acting as the PACE and a fiduciary in that limited role, shall indemnify Client: (1) only to the extent that the liability underlying a final judgment or award is determined to be the direct consequence of arbitrary or capricious conduct, intentional wrongdoing, bad faith, criminal conduct or fraud that is solely attributable to The Phia Group; and (2) only if Client incur(s) losses that it would not have incurred but-for such conduct by The Phia Group. Fiduciary Damages shall include all attorney's fees incurred by The Phia Group acting as the PACE, as well as those attorney's fees incurred by Client in connection with a Second Level Post-Service Final Appeal referred to the PACE for the purpose of issuing a Directive, if such attorneys are retained by The Phia Group and/or if a court of competent jurisdiction determines with finality that such fees and costs are to be paid by The Phia Group. Fiduciary Damages shall also include other fees, costs and expenses resulting from the investigation, adjudication, and defense of a Directive issued by the PACE.

III. Participant - Any employee of Client, the employee's eligible dependents, or any other person(s) eligible to submit claims to the Plan and receive benefits from the Plan.

IV. Payable Claims - Claims for health benefits submitted by a Participant, or on a Participant's behalf, deemed to be payable in accordance with the terms of the Plan, by either the PACE, by an Independent Review Organization ("IRO") (where said determination is binding in accordance with applicable law), and/or deemed payable by a court of competent jurisdiction. The Phia Group is not and shall not be held responsible, financially or otherwise, for payment of Payable Claims. Client and its Plan(s) shall be financially responsible for Payable Claims.

V. Plan - A self-funded health benefit plan, program or policy offered by Client, and which is established for the benefit of Participants, and designed to provide coverage for health care services provided through a group health or other managed health care arrangement.

VI. Plan Administrator - The person or entity designated by the Plan or the Plan Sponsor to manage the Plan and interpret Plan provisions

VII. Plan Appointed Claim Evaluator ("PACE") - The Phia Group shall serve in this capacity. The Plan Appointed Claim Evaluator ("PACE") is hereby authorized to receive Second Level Post-Service Final Appeals from Client and/or its Plan Administrator or TPA, and determine claim payment eligibility in accordance with the terms of the Plan, Plan Document, reports and applicable law (in light of the facts and information submitted by and to the Parties). Directives issued by the PACE, applicable to Second Level Post-Service Final Appeals only, shall be binding upon the Plan and are intended to carry the weight and authority of a fiduciary determination. No other guidance, advice, direction, consultation, or other service provided by The Phia Group shall be deemed to be in a fiduciary capacity.

VIII. Plan Document - The document governing, and setting forth the benefits of, the Plan; for purposes of this arrangement, it shall include controlling certificates of insurance, policies, and/or summary plan descriptions, as well as applicable amendments.

IX. Plan Sponsor - The sponsor of a Plan providing certain welfare benefits to eligible Participants.

X. Second Level Post-Service Final Appeal - An appeal filed by a Participant, or on behalf of a Participant, with Client or its Plan Administrator or TPA, in accordance with applicable law and the terms of the Plan, regarding a claim for benefits previously submitted to the Plan for payment after treatment was provided, denied by the applicable Plan Administrator (and/or any other entity acting on its behalf), and for which the appeal constitutes the final level of appeal and administrative remedy available to Participant(s); (meaning it is the last appeal to the Plan, prior to submitting the appeal to an IRO for purposes of external review in accordance with applicable law, and/or submission of the matter to a court of law for appeal and review). To be considered a Second Level Post-Service Final Appeal, Client or its Plan Administrator or TPA must have already issued notification(s) of the adverse benefit determination(s) made with respect to the claim(s) at issue that were submitted to the Plan after treatment was provided, in accordance with the Plan and applicable law, as it applies to the initial claim payment determination and earlier appeal(s). Second Level Post-Service Final Appeals are referred to The Phia Group by Client or its Plan Administrator or TPA; and shall not include any post-service appeals that are not the final level of appeal / administrative remedy available to Participant(s) under the Plan. A Second Level Post-Service Final Appeal likewise does not mean any appeals of pre-service urgent care claims (as defined in 29 C.F.R. § 2560.503-1 [the "DOL Claims Processing Regulations"]). Said claims and appeals shall be the sole responsibility of the Plan Administrator and/or other entity appointed by the Plan Administrator for that purpose. Furthermore, if a Participant has exhausted the administrative remedies available to them, including the filing of a Second Level Post-Service Final Appeal, yet the Participant wrongfully submits a denied claim for subsequent appeal to the Plan Administrator (or entity acting on its behalf), and the Plan Administrator (or entity acting on its behalf) mistakenly accepts the appeal as valid, this appeal shall not be deemed to be a Second Level Post-Service Final Appeal eligible for PACE services.