
**SELF-INSURED SHORT TERM DISABILITY PLAN
ADMINISTRATIVE SERVICES ONLY AGREEMENT**

Calculation Arrangement without Checks

Plan Sponsored By:

WGU CORPORATION
4001 South 700 East, Suite 700
Salt Lake City, UT 84107

Services Provided By:

The Lincoln National Life Insurance Company

ADMINISTRATIVE SERVICES ONLY AGREEMENT

This Agreement is entered into between **WGU Corporation**, hereinafter referred to as the Sponsor, and The Lincoln National Life Insurance Company, together with its affiliates and subsidiaries, hereinafter referred to as Lincoln, and is effective on the date specified in Part Six.

WHEREAS, the Sponsor has established a self-insured Short Term Disability Plan, hereinafter called the Plan, which is outlined in the Plan Description attached to this Agreement as Annex A; and

WHEREAS, the Sponsor has requested Lincoln to furnish the services described in Annex B attached to this Agreement, hereinafter referred to as the Services, with respect to the Plan;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Sponsor and Lincoln agree as follows:

Part One. GENERAL PROVISIONS

- A. Final authority and responsibility for the Plan and its operation are vested in the Sponsor, and Lincoln is empowered to act on behalf of the Sponsor for the Plan only as expressly stated in this Agreement or as mutually agreed in writing by Lincoln and the Sponsor.
- B. It is understood that the legal and tax status of the Plan under applicable law are matters for the Sponsor's determination, and that Lincoln bears no such responsibility. It is further understood that Lincoln is neither the Administrator, a Fiduciary nor a named Fiduciary of the Plan for purposes of the Employee Retirement Income Security Act of 1974 or any state law of a similar nature.

Part Two. LINCOLN'S OBLIGATIONS

- A. On behalf of the Sponsor, Lincoln will perform the Services described in Annex B in connection with the Plan.
- B. On the dates specified in Annex C, Lincoln will report to the Sponsor the amount of the charges for the Services performed since the date of the last report.
- C. Lincoln will furnish other reports, as requested by the Sponsor and agreed to in writing by Lincoln, regarding this Agreement.
- D. Lincoln will maintain a copy of all records used in the performance of any Service for the seven (7) years following the calendar year in which the Service was performed. Thereafter, or in the event of this Agreement's earlier termination, at the Sponsor's request, Lincoln will prepare a summary of recommended claims activity for the last 12 months. The Sponsor, after giving Lincoln 30 business days' written notice, may review and audit any such records in Lincoln's possession at any time during Lincoln's normal business hours. All claims records are the property of the Sponsor and will be returned to the Sponsor after the termination of this Agreement.
- E. Lincoln will indemnify and hold harmless the Sponsor and its directors, officers and employees from any claims, lawsuits, settlements, judgments, costs, penalties and expenses, including but not limited to attorneys' fees if it is determined that any such liability was the direct consequence of criminal conduct, gross negligence or fraud on Lincoln's part or any of its directors, officers or employees, provided however that in no event shall Lincoln be liable for the payment of Plan benefits from its own funds. The Sponsor shall provide prompt and written notice to Lincoln and consult with Lincoln with respect to any liability for which it claims indemnity under this provision.

Failure to respond within 60 days of receipt of notice of claim for indemnification under this provision shall constitute an absolute admission of liability for the claim to which the notice related.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

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- F. Lincoln shall not disclose or use any non-public personally identifiable claimant information except for purposes of carrying out this Agreement, pursuant to an authorization, or as required or permitted by applicable state or federal law or regulation governing the use or disclosure of medical records and non-public personally identifiable information, including any state or federal laws pertaining to the confidentiality of medical records that include diagnosis and treatment for HIV and psychiatric or substance abuse conditions and problems. "Non-public personally identifiable information" is financial or medical information of or concerning a claimant which either has been obtained from sources which are not available to the general public or obtained from the person who is the subject of the information.

Part Three. THE SPONSOR'S OBLIGATIONS

- A. The Sponsor will:
1. furnish any information specifically required in Annex B;
 2. establish and maintain such accounts and records, assume such responsibilities and perform such functions required in that Annex; and
 3. furnish to Lincoln any other information that Lincoln may require to provide the Services.
- B. Lincoln will not be considered to have failed to perform its obligations under this Agreement if any delay or non-performance on its part is due, in whole or in part, to the Sponsor's failure to discharge its own obligations promptly.
- C. The Sponsor will provide Lincoln with the names of individuals authorized to act for the Sponsor in connection with this Agreement, together with a statement regarding the extent of their authority.
- D. The Sponsor will indemnify and hold harmless Lincoln and its directors, officers and employees from any claims, lawsuits, settlements, judgments, costs, penalties and expenses, including but not limited to attorneys' fees resulting from or arising out of or in connection with any function of Lincoln under this Agreement, unless it is determined that the liability was the direct consequence of criminal conduct, gross negligence or fraud on Lincoln's part or any of its directors, officers or employees. Lincoln shall provide prompt and written notice to the Sponsor and consult with the Sponsor with respect to any liability for which it claims indemnity under this provision.

Failure to respond within 60 days of receipt of notice of claim for indemnification under this provision shall constitute an absolute admission of liability for the claim to which the notice related.

- E. When applicable, the Sponsor will reimburse Lincoln for any premium taxes or similar gross receipts taxes attributable to this Agreement, any related interest, fines or penalty charges, and any expenses incurred in reasonable legal efforts to avoid tax liability, whether successful or not. Lincoln will make reasonable legal efforts to avoid liability for any such taxes, interest, or penalties. But Lincoln need not make any such efforts, after consulting with the Sponsor, which in Lincoln's best reasonable judgment are unwarranted in view of any of the following conditions:
1. the prospects for success,
 2. the amounts at stake,
 3. the number of taxable years affected,
 4. the value of the case as a precedent,
 5. the time and expense involved, or
 6. the potential effects on Lincoln's other business.

Reimbursement will be paid by the Sponsor within 30 days of Lincoln's notification.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

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Part Four. CHARGES FOR THE SERVICES

- A. Charges for Services will be according to the Schedule of Charges described in Annex C attached to this Agreement. Charges will be payable to Lincoln by the Sponsor within 31 days after each date on which Lincoln notifies the Sponsor of the amount of the charges for the Services performed. Lincoln will bill the Sponsor directly for its charges for the Services.
- B. Lincoln will not change the rates set forth in Annex C, "Administrative Service Only Charges", within the first 33 months of this Agreement, except that Lincoln may change rates upon giving at least 31 days prior written notice of such change, at any time if any of the following events occur:
1. the number of participants changes by 15%; or
 2. the Sponsor materially modifies the terms of its Plan; or
 3. the Sponsor requests that Lincoln provide additional Services that materially impact the cost or operational burden of performing the Services.

After the first 33 months Lincoln may change the rates set forth in Annex C, "Administrative Service Only Charges", upon giving at least 31 days prior written notice of such change. No such changes will be made more often than once during any 12-month period that this Agreement is in effect. Such change will become effective on the date Lincoln designates.

Part Five. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by the mutual agreement of both parties or by one party upon 30 days advance written notice to the other party. Alternatively, this Agreement will terminate on the earliest of:
1. the date specified in a written notice Lincoln provides to the Sponsor of Lincoln's intent to terminate this Agreement because of the Sponsor's failure to remit to Lincoln charges for Services within 31 days from the date they were due.
 2. the date specified in a written notice Lincoln provides to the Sponsor of Lincoln's intent to terminate this Agreement because any state or other jurisdiction enacts a law or interprets existing law in a manner which Lincoln has determined, upon the advice of its counsel, will prohibit the continuance of this Agreement;
 3. termination of the Plan;
 4. modification of the Plan. However, the modification will not have the effect of terminating this Agreement:
 - a. if this Agreement is changed to make the modified plan the Plan under this Agreement; or
 - b. while this Agreement is being continued, by mutual agreement between Lincoln and the Sponsor, in anticipation of such a change.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

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- B. In the event that this Agreement terminates, Lincoln will stop furnishing claims management Services at 12:01 A.M. on the termination date. Lincoln will continue to provide services with respect to open and active claims that are under Lincoln's management prior to the termination date of this Agreement. All provisions of this Agreement will continue in effect with respect to such services.
- C. The rights and duties contained in any indemnification and/or hold harmless provisions of this Agreement will survive its termination.

Part Six. MISCELLANEOUS PROVISIONS

- A. This Agreement includes all attached Annexes, and may be changed by an amendment signed by the Sponsor and a Lincoln officer.

No term or provision of this Agreement will be waived and no breach will be excused, unless the waiver or consent is signed by the party claimed to have waived or given consent.

- B. The parties to this Agreement will promptly advise each other in writing of any potential or actual legal or regulatory proceedings concerning the Plan or the activities of either party with respect to the Plan. Furthermore, the parties agree to cooperate with each other about potential or actual legal or regulatory proceedings.
- C. Any of the functions to be performed by Lincoln under this Agreement may be performed by Lincoln or any of its subsidiaries, affiliates, or parent companies, or any independent entity with whom Lincoln contracts. The references in Subpart Three. D and Three. E of the Agreement and I.A.2 of Annex B to Lincoln, its directors, officers and employees, will also include such parent, affiliate or subsidiary, its directors, officers, and employees and such independent entity.
- D. The Sponsor authorizes Lincoln to communicate to any reinsurer, with whom the Sponsor may contract for excess coverage, such timely information concerning the Sponsor's operations and loss experience as the reinsurer may require.
- E. Notwithstanding any other provision to the contrary, Lincoln will have sole discretion in determining whether any claim or suit, arising by reason of any liability or alleged liability of Lincoln in connection with the performance of any of its functions under this Agreement, will be paid, compromised, litigated or appealed, and Lincoln will also have sole discretion regarding all matters of procedure and defense for any such claim or suit.

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- F. While this Agreement is in effect and within one (1) year after its termination, Lincoln, after giving the Sponsor 30 business days' written notice, may audit the Sponsor's, and any affiliated employer's books and records which are relevant to the self-billing process for Services provided under this Agreement.
- G. This Agreement shall be governed by applicable federal law and by the laws of the State of Indiana.
- H. The effective date of this Agreement is: **April 1, 2023**

The number of this Agreement is: **PD3-890-LF1059-01**

IN WITNESS WHEREOF, Lincoln and the Sponsor have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Vice President, Group Underwriting

The Lincoln National Life Insurance Company

**ANNEX A
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT**

BENEFIT DESCRIPTION

WGU Corporation's Short Term Disability Plan is self-funded. The Lincoln National Life Insurance Company provides claim administrative services. The Sponsor retains the authority to render all final claim decisions. The Sponsor agrees to pay the benefits provided by this Plan in accordance with its provisions. The Sponsor's Short Term Disability Plan is governed by the Employee Retirement Income Security Act (ERISA).

PLEASE READ THIS PLAN CAREFULLY FOR FULL DETAILS.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT

Administrative Services to be furnished by Lincoln and certain obligations of the Sponsor in connection with the Benefit Plan described in Annex A of the Agreement and referred to as the Plan.

I. Claims Services to be furnished on behalf of the Sponsor's self-insured Plan with respect to those classes of individuals for which Lincoln will make claim recommendations as agreed by Lincoln and the Sponsor.

A. Claims Payments and Control - While the Agreement is in effect, Lincoln will accept for processing and recommendation, all claims for benefits under the Plan for which proof of claim is furnished in a form or format satisfactory to Lincoln.

1. Determination of Eligibility - When forwarding the claim to Lincoln for review, the Sponsor will furnish to Lincoln, in a form or format satisfactory to Lincoln, information identifying by name the persons then participating under the Plan, the effective dates of their participation, and the extent of their participation in the Plan. Lincoln will rely on the information furnished to it by the Sponsor; and the Sponsor will hold Lincoln harmless for any inaccuracy in such information.

2. Claims Processing - The Sponsor must notify Lincoln in a format satisfactory to Lincoln when notice of claim for disability benefits is received. The notice must be provided at approximately the mid-point of the elimination period. Such notice will:

1. identify the Sponsor; and
2. contain other information regarding the:
 - a. time of disability;
 - b. place of disability;
 - c. circumstances of disability;
 - d. nature of disability; and
 - e. name and address of the employee.

Lincoln will review each new claim within 3 business days of receipt, and the claim will be approved, pended or denied. If sufficient information is not provided to Lincoln to make a claim determination (approval or denial), Lincoln will contact the appropriate party (employer, employee and/or physician) no later than 3 business days (from the claim receipt date) to request the information necessary to complete its review.

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During the term of this Agreement Lincoln will:

1. review and investigate all claims with a duration equal to or greater than the elimination period for the Plan shown in Annex A to establish whether benefits are payable to the claimant under the terms of the Plan; and
2. determine whether benefit payments should continue, whether an independent medical examination should be given, or whether a referral to rehabilitation services should occur.

Where no benefit is payable because of an exclusion or limitation of the Plan, or because the claimant is not eligible for benefits under the Plan, Lincoln will notify the Sponsor and claimant in writing of the rejection of the claim.

In the event that the Sponsor determines that Lincoln has misinterpreted the Plan and so informs Lincoln in writing, all claims recommendations reported after delivery of such writing will be processed and recommendations will be made according to the Sponsor's interpretation as set forth in such writing. Provided, however, that unless Lincoln specifically agrees in writing the Sponsor's interpretation will not be binding regarding any insurance policy Lincoln or its parents or affiliates issued.

If Lincoln, upon the advice of its legal counsel, determines that the Sponsor's interpretation would cause Lincoln to violate applicable law, Lincoln will so inform the Sponsor and will not take any action to implement the Sponsor's interpretation until Lincoln is satisfied with the legality of the Sponsor's interpretation.

All doubtful claims will be referred to the Sponsor for its determination of liability.

3. Claims Control - Lincoln may investigate any claim and/or request that the claimant be examined at any point during the life of the claim. In addition, Lincoln will take such steps as may be necessary to give effect to any integration or benefit offset provisions of the Plan.

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4. Claims Review - The Sponsor will establish a procedure for reviewing disputed claims and any requests from claimants for a review of rejected claims. Lincoln will provide the Sponsor with advice on any such claims. The Sponsor will make the determination as to the final disposition of any ERISA appeals on claims that were denied or terminated by Lincoln. The appeal procedures will be outlined in the denial letter provided to the employee. The employee will have 180 days from the date of the denial letter to submit an appeal. The appeal must be in writing (from the employee or their legal representative) and contain additional information to support the claim.

For claims for which Lincoln has agreed to provide appeal services in connection with reviewing denied claims, Lincoln shall review denied claims and review disputed claims and any requests from claimants for a review of rejected claims according to procedures established by the Sponsor. The employee will have 180 days from the date of the denial letter to submit an appeal. The appeal must be in writing (from the employee or their legal representative) and contain certain additional information to support the claim. In the event Lincoln recommends upholding the denial, Lincoln will notify the Sponsor of its findings in writing and provide the Sponsor with documentation reviewed in making its recommendation.

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II. Other Services To Be Furnished In Connection With The Plan

A. Cost Analysis

At the Sponsor's request and subject to Lincoln's right to impose an additional charge, Lincoln will furnish the Sponsor with an estimate of the benefit cost of any proposed modification or extension of the Sponsor's Benefit Plan described in Annex A. In connection therewith, Lincoln will notify the Sponsor of any change in the Schedule of Charges under the Agreement which would be required if the Plan were so modified or extended.

B. Materials to be Furnished

Upon request, Lincoln may furnish the Sponsor with a supply of Lincoln's standard forms to be used for submission of claims for benefits under the Plan, together with instructions for their use.

C. Administrative Services - Managed Care Services and Other Services

Lincoln will make the following support services available and will be utilized if the Sponsor agrees to have such services provided to complement the Sponsor's self-funded program.

Nurse Case Management (including but not limited to)

- Medical Intervention - Utilizing nurses (R.N.'s) in the Managed Disability Services Unit. The nurse contacts the disabled employee, medical provider and employer/Sponsor and assesses the extent of disability and level of care being administered. Where appropriate, the R. N. may refer the employee to quality medical providers or services, then follows up regularly with the employee, employer, claim analyst and provider to review medical progress and help coach and promote the early return-to-work.

Medical (including but not limited to)

- Independent Medical Examination (IME) - Examination conducted by professionals of the same or different discipline as the employee's physician or provider. Includes review of medical records, x-ray films, MRI's, CT's and physical examination of the employee. It may include recommendations for additional testing to differentiate diagnosis or further evaluate treatment plans. No conversation takes place between examining physician and treating physician. No follow up treatment from the examining physician.
- Peer Review - Comprehensive review of the employee's medical records performed by a professional in the same discipline as the provider. Does not include physical examination of the employee. Usually involves conversation between the reviewer and treating provider about the treatment plan.

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- Second Opinion - Examination conducted by professionals of the same or different discipline as the employee's physician or provider. Includes review of medical records, x-ray films, MRI's, CT's and physical examination of the employee. It may include recommendations for additional testing to differentiate diagnosis or further evaluate treatment plans. No conversation takes place between examining physician and treating physician. Could have follow up treatment with examining physician.
- Functional Capacity Evaluation (FCE) - A physical or occupational therapist performs an objective assessment of an employee's functional levels and physical capabilities. Used to determine level of work capability. Evaluations can be performed at the work site or at a therapy office.
- Independent Psychological Examination (IPE) - Psychological examination conducted by psychologist or psychiatrist. Includes review of medical records and in person evaluation of the employee. It may include recommendations for additional testing to differentiate diagnosis or further evaluate treatment plans. This does not include contact between the treating professional and the examining professional, and there is no follow up treatment from the examining professional.
- Additional Medical Testing and Treatment - Diagnostic testing and treatment related to recommendations from IPE's, IME's or Second Opinion, other diagnostic testing and treatment, lab work, imaging studies (X-rays), therapies, medications, prostheses, medical supplies and physical therapy.
- Medical Records - Medical records contain useful information such as office notes, detailed treatment plans and test results. These are often requested by the claim analyst or RN case manager when assessing overall disability and determining the best claim management course.

Vocational Case Management (including but not limited to)

- Vocational Assessment - A comprehensive analysis of employability, which takes into consideration medical status, vocational status, labor market information and earning capacity.
- Transferable Skills Analysis (TSA) - An analysis of the employee's work experience and education, along with restrictions and limitations, to determine other occupations which he or she is reasonably qualified.
- Labor Market Survey (LMS) - The study of a particular labor market to determine if employment opportunities exist in that geographic location. May include analysis of the growth and or decline in the number of jobs and wage data.

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- Job Task Analysis - Vocational Rehabilitation Specialist assists in defining the essential and nonessential physical/cognitive duties of the specified job as it is performed during a traditional 8 hour work day.
- Vocational Evaluation/Testing - Objective testing of the employee's aptitudes, interests, values and attitudes.
- Vocational Exploration/Counseling/Planning - Using the information gathered during Vocational Assessment and Vocational Evaluation/Testing, the Vocational Rehabilitation Counselor proceeds to discuss options for returning to work. This counseling process is used to identify the best vocational alternatives given the employee's medical status, work and education history (skills), financial status, etc.
- Job Placement Assistance- These are activities to assist the employee with obtaining a new job. This may include identifying job openings, arranging interviews, preparing resumes and cover letters, teaching interview skills, etc.
- Ergonomic Assessment - Customize work station to best ergonomic fit for the employee's specific body structure and/or for specific impairments resulting from their disability. This may include adjusting desk top height, computer monitor height, keyboard, mouse pads and/or include adaptive equipment and technology, and analysis of the entire work environment for the employee.

Investigation Services (including but not limited to)

- Professional Investigation Services - Professional Investigation services typically include activities check, records check and /or surveillance. These investigations are only initiated when the information provided is inadequate or questionable, and the investigation is necessary to resolve.
- Disability Evaluation Interview - In person interview with the employee conducted by a professional investigator to obtain information on the employee's activities and to assess their lifestyle to provide further analysis of the disability.

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III. Reports

Lincoln will provide the following reports at no additional cost to the Sponsor:

1. Claim Status Report (Bi-Weekly)
2. Claim Payroll Report (Bi-Weekly)

ANNEX C
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT

SCHEDULE of CHARGES

I. Administrative Service Only Charges

The monthly expense charge for the Administrative Services provided under the Agreement for each of the 10 months beginning on **April 1, 2023** and ending on **December 31, 2023**, and for succeeding 12 month periods will be determined as follows:

For Administrative Services Charges:

A. Number of Employees covered under the Plan X monthly Per Employee Rate

Monthly per Employee Rate: \$ 1.84

The actual monthly Employee exposure is the actual total number of Employees in Active Employment covered under the Plan as of the first day of the month.

After the first 33 months of the Agreement, Lincoln may change the rates set forth in Item I. upon giving at least 31 days prior written notice of such change. The rates shown in Item I. are subject to the terms stated in Part Four B of the Agreement.