

August 20, 2018

Everett School Employees Benefits Trust
Shelly Henderson
3900 Broadway
Everett, WA 98201

Re: Kaiser Permanente workforce health programs

Dear Shelly,

This letter agreement ("**Agreement**") memorializes our previous discussions about the Kaiser Permanente workforce health programs that Kaiser Foundation Health Plan of Washington for the Washington Region ("**Kaiser Permanente**" or "**KP**") is providing or arranging for **Everett School Employees Benefits Trust ("Group")**. KP and Group are collectively the "**Parties**," and each is a "**Party**." The services provided or arranged for under this Agreement are described in Exhibits A (any combination of Exhibits A-1, A-3, A-6, etc.) and are referred to in this Agreement as the "**Services**." The compensation rates applicable to Services are also included in Exhibits A. Exhibit B summarizes the Services chosen by Group and associated compensation rates.

ELIGIBLE GROUP PARTICIPANTS

Services will be available to certain Group participants as determined by Group, and the specific Group participants eligible for each Service are described in the various Exhibits A attached to this Agreement. Group participants include the following categories of participants:

Category of Group Participant	Description
1. KP-Subscribers	Group employees who are members of a KP health plan offered by Group (referred to as " KP-Subscribers ")
3. Non-Subscribers	Group employees who are <u>not</u> members of a KP health plan offered by Group (referred to as " Non-Subscribers ")

The eligibility for any particular category of Group participant to access Services may vary by Exhibit and potentially within an Exhibit, and each Exhibit will control as to the availability of a Service to a particular Group participant.

SERVICES UNDER AGREEMENT

The Services are not regulated health plan benefits covered by KP when offered in the manner described in this Agreement. Group retains all responsibility for its group health plans' compliance with applicable law (including, as applicable, the Employment Retirement Income Security Act and its implementing regulations), as well as for its employee wellness programs' compliance with applicable law. KP does not provide legal advice to Group regarding the Services, and Group acknowledges its responsibility to consult with its own professionals for any legal advice regarding the Services.

INFORMATION NEEDED FROM GROUP

Where KP requires information or materials (for example, information about Non-Subscribers or access to space for work-site clinics) to perform its obligations under this Agreement, Group agrees to provide such information and materials (the "**Required Materials**," as described in Exhibits A). KP will have the right (and, if necessary, Group will obtain any third party rights necessary for KP) to copy, modify, and otherwise use Required Materials and any other content, information, records, and materials provided by or for Group to KP for the purpose of KP performing its obligations and exercising its rights under this

Agreement. If KP does not receive the Required Materials in the specific manner and according to the terms set forth in this Agreement, KP will be under no obligation to provide the Services that require such Required Materials.

USE OF KP PROPRIETARY MATERIALS

With respect to Services provided by KP, Group acknowledges that, as between the Parties, KP will have all right, title and interest in and to: (a) all content, materials, reports, software and documentation, and any other works of authorship, analytical methodologies, data organization, processes, concepts, systems, know-how, ideas, inventions, and other technology, whether or not confidential, related to the Services, (b) all enhancements, modifications, improvements or derivatives to the foregoing (whether or not created by KP, alone or with others), and (c) all intellectual property rights related to the foregoing (collectively (a), (b) and (c) are referred to as the "KP Proprietary Materials"). Group will not acquire any proprietary rights or licenses in the KP Proprietary Materials.

KP grants to Group a non-exclusive, non-assignable, non-sublicenseable, non-transferable right to use any KP Proprietary Materials delivered to it by KP solely in connection with this Agreement. Upon the expiration or termination of this Agreement for any reason, Group will have a non-exclusive, non-assignable, non-sublicenseable, non-transferable right to continue to use the reports containing data as well as health education materials furnished by KP to Group under this Agreement. At all times, Group's use of the KP Proprietary Materials is subject to and conditioned on Group's compliance with the terms and conditions of this Agreement.

TERM AND TERMINATION

This term of this Agreement runs from August 20, 2018 ("Effective Date") through December 31, 2018. Either Party may terminate this Agreement with or without cause, upon 60 days written notice to the other Party. Expiration or termination of this Agreement shall not affect those rights, obligations, powers, remedies, and liabilities that arose prior to expiration or termination or are continuing in nature.

NOTICES

All notices, consents, requests, demands or other communications to or upon the respective Parties will be in writing and will be effective for all purposes upon receipt, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail, postage prepaid and (iv) transmittal by facsimile, addressed to the respective address provided on the signature page. Changes in address will be communicated pursuant to this paragraph.

COOPERATION

Each Party may use affiliates, consultants or other contractors (together, "Delegates") in connection with the performance of its obligations and the exercise of its rights under this Agreement, provided that such Delegate will be subject to those obligations applicable to the delegating Party that are relevant to activities performed by Delegate.

Each Party will perform its obligations under this Agreement in a manner in accordance with all applicable laws and regulations. Where Group provides data on its employees to KP or a Delegate as necessary for performance of Services (for example, data on Non-Subscribers), Group agrees to follow applicable privacy law, including execution of a Business Associate Agreement where required. Each Party will cooperate with and participate in any activities reasonably necessary to assist the other Party in meeting its legal and regulatory obligations with respect to the Services, including cooperation with any review or examination of the other Party by any governmental agency. Such cooperation and participation will include, without limitation, cooperation with reviews and audits of paper, electronic, or other files, except to the extent inconsistent with applicable law. In accordance with applicable law, KP may use aggregated data and information collected in providing the Services.

Each Party recognizes that the other Party and its affiliates own or have the license to use certain logos, trademarks, service marks and trade names that identify the other Party and its affiliates and contractors and its and their products and services ("Marks"). All goodwill resulting from use of a Party's and its affiliates' and contractors' Marks will inure solely to that Party, its affiliates or contractors, as applicable. Neither Party has acquired, and will not acquire, any right, title or interest in or to the other Party's or its affiliates' or contractors' Marks. Each Party and its affiliates will not register or attempt to register the Marks or any trademark or service mark confusingly similar to the Marks of the other Party, its affiliates or contractors, and will retain the exclusive right to apply for and obtain registrations for its Marks and those of its affiliates throughout the world.

INVOICES

For any amounts owed by Group to KP, KP will submit an invoice to Group describing the Services provided. Group will pay KP within 45 days after receipt of the invoice. Payments will be made in U.S. currency to the KP address provided by KP.

MISCELLANEOUS

This Agreement will be governed in accordance with the laws of the State of Washington without reference to conflict of laws principles. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both Parties, and each of which, when so executed, shall be deemed an original and all together constitute and be one of the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties will be deemed an original and will represent competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce an original, executed counterpart of this Agreement, and without the requirement that the unavailability of such original executed counterpart of this Agreement first be proven. Any determination that any provision of this Agreement or any application thereof is invalid, illegal, or unenforceable shall not affect the validity, legality, and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. This Agreement contains the complete understanding among the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included. All Exhibits to this Agreement are incorporated into this Agreement by this reference. No changes, amendments, cancellation, or modification to this Agreement will be effective unless signed by duly authorized representatives of both Parties.

Please indicate your agreement with the terms of this Agreement by signing the enclosed copy of this Agreement and returning it to Allison Emery, Allison.m.emery@kp.org.

Very truly yours,

Kaiser Foundation Health Plan of Washington

By: 

Print Name: Marcia CRidley

Title: Director, Strategic Customer Engagement

Date: Aug. 21, 2018

Acknowledged and agreed to by:

Everett School Employees Benefits Trust

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A-6

FACILITATED CONNECTIONS WITH OTHER WELLNESS COMPANIES

Curated Plus Arrangements

KP will facilitate Group's introduction to other wellness companies and will offer access for Group to KP's negotiated pricing for their services.

Wellness Company	Description of Services
Health Enhancement Systems	Ready to implement wellness challenges including fitness, nutrition, weight control, stress management, and other health campaigns.

Group Participants Eligible for this Service

	KP-Subscribers
	Non-Subscribers

Fee Schedule

Wellness Company	Fee Schedule
Health Enhancement Systems	\$1,200.00 KPSCE Walktober Setup, Account Management, & Hosting Fees \$4.73 KPSCE Walktober Per Registrant Fee (4 Week) Additional taxes may apply.

EXHIBIT B

SUMMARY OF SERVICES AND FEES

For Group's convenience, the following table provides a summary of the Services and fees outlined in this Agreement. In the event of a conflict between a provision in an Exhibit A and this Exhibit B, Exhibit A will control.

Service	Eligible Participants	Expected Program Dates	Price Per Program
Facilitated Connections with Other Wellness Companies			
Health Enhancement Systems		October 1, 2018 – October 31, 2018	\$1,200.00 KPSCE Walktober Setup, Account Management, & Hosting Fees \$4.73 KPSCE Walktober Per Registrant Fee (4 Week) Additional taxes may apply.