

Health Information Disclosure Agreement

Group Health Cooperative ("Group Health"), a Washington corporation, Everett School Employee Benefit Trust ("Plan Sponsor"), and Plan Sponsor's benefit plan offering health care coverage through Group Health ("Benefit Plan"), enter into this Health Information Disclosure Agreement ("Agreement") to facilitate the lawful and necessary disclosure of health information in the course of administering Benefit Plan.

1. Acknowledging Benefit Plan's status as a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations at 45 C.F.R. § 160.103, Plan Sponsor and Benefit Plan represent and warrant that any Benefit Plan instruction to Group Health for disclosure of Benefit Plan-related health information shall constitute a lawful instruction and disclosure under all applicable federal and state laws and regulations pertaining to the privacy of health information, including but not limited to HIPAA and RCW 70.02, 70.24, 71.05 and 71.34.

Plan Sponsor and Benefit Plan further represent and warrant that any instruction to Group Health to disclose Benefit Plan-related health information shall be the minimum necessary for Benefit Plan to conduct payment or permissible health care operations activities pursuant to 45 C.F.R. 164.501. Plan Sponsor and Benefit Plan agree that all Benefit Plan-related health information disclosed by Group Health to Benefit Plan or to any Benefit Plan representatives shall be kept confidential and used for the sole purpose of conducting payment or permissible health care operations activities. Plan Sponsor and Benefit Plan further agree and warrant that all necessary business associate agreements between Benefit Plan and any third-party representatives of Benefit Plan shall be effective prior to Group Health receiving instruction to disclose Benefit Plan-related health information to such third-parties. Benefit Plan is responsible for notifying Group Health of any change in the third-party representatives to whom Benefit Plan has granted authority to request and receive Benefit Plan-related health information. In the event of such change, the parties shall either amend this Agreement or execute a new agreement.

Benefit Plan authorizes the below named individuals to request and receive Benefit Plan-related health information on behalf of Benefit Plan:

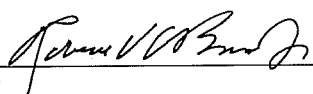
<u>Randi Seaberg</u> Print name	<u>Carol Stolz/René Boswell</u> Print name	<u>Arlene Vollema-Rich</u> Print name	_____
<u>Everett Public Schools</u> Company	<u>Everett Public Schools</u> Company	<u>Everett Public Schools</u> Company	_____ Plan administrator

2. Plan Sponsor and Benefit Plan agree to indemnify, defend, and hold harmless Group Health and its employees, directors, officers, subcontractors and agents against all claims, damages or liabilities arising from or in connection with 1) Group Health's performance of its obligations under this Agreement, and 2) the negligent performance or breach of Plan Sponsor's or Benefit Plan's obligations or warranties, or the inaccuracies of Plan Sponsor's or Benefit Plan's representations, under this Agreement.

3. This Agreement supersedes any and all prior disclosure agreements or agreements of a similar nature between the parties. Any conflict or ambiguity between the terms of this Agreement and the terms of any Group Medical Coverage Agreement between the parties shall be resolved in favor of this Agreement.

This Agreement shall be effective when fully executed by the below authorized party representatives and shall terminate only upon subsequent written agreement by all parties.

Group Health Cooperative

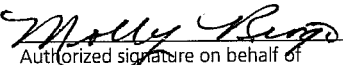

Signature

Robert O'Brien Jr.
Printed Name

Title: Executive Vice President, Health Plan Division

Date: _____

Company: Everett School Employee Benefit Trust


Authorized signature on behalf of

Molly Ringo Date: 12-8-09
Printed name

Authorized signature on behalf of Plan Administrator

Printed name Date: _____