

**THIRD AMENDMENT TO
EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

This Amendment (herein “Amendment”) modifies, alters, or changes specific terms and conditions of the Employee Assistance Program Agreement (herein “Agreement”) between **KEPRO Acquisitions, Inc. (herein “KAI”)** and **Lake Stevens School District (herein “Employer”)**.

RECITALS

WHEREAS, KAI and Employer entered into an Agreement dated and effective October 1, 2016 and subsequently amended, pursuant to which KAI provides employee assistance program services to Employer’s employees and eligible family members.

WHEREAS, the initial one-year Agreement term and automatic renewal periods will expire September 30, 2019. KAI and Employer desire to extend the Agreement term.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows.

1. **Effective Date**. This Amendment to the Agreement is effective as of October 1, 2019, and entered into by and between KAI and Employer.
2. **Term Extension**. KAI and Employer agree to extend the Agreement term until September 30, 2020. Section 7 Term/Renewal shall be deleted and replaced with the following:

“7. **Term**. The Term of this Agreement shall commence on October 1, 2016, and continue through September 30, 2020, unless terminated as provided in Section 8 herein.”
3. **Exhibit B**. Exhibit B “Scope of Coverage, Rates, and Payments” shall be replaced in its entirety with Exhibit B attached hereto.
4. **Ratification**. KAI and Employer ratify, affirm, and approve the Agreement, with this Amendment and Exhibits attached hereto, and agree that the Agreement as so amended shall continue in full force and effect.
5. **Effect**. Other than as modified by this Amendment, the Agreement shall remain in effect as set forth therein. Any conflict between this Amendment and the Agreement shall be resolved in favor of this Amendment.
6. **Counterparts**. This Amendment may be executed in counterparts, or counterpart pages, each one of which shall be deemed an original, and all the counterparts together shall constitute the same Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have entered into this Amendment as of the Effective Date.

LAKE STEVENS SCHOOL DISTRICT

DocuSigned by:
By: *Teresa Main*
Teresa Main
Assistant Superintendent of Business & Operations
Date: 9/18/2019

KEPRO ACQUISITIONS, INC.

DocuSigned by:
By: *Susan T. Weaver, MD*
Susan T. Weaver, MD
President
Date: 9/18/2019

EXHIBIT B
SCOPE OF COVERAGE, RATES, AND PAYMENTS
As Amended effective October 1, 2019

Service Fee and Payment Terms

Employer shall remit payment to KAI on a quarterly basis in advance of the service period according to the fee schedule listed below:

Employee Count Confirmation	Total Covered Employees	October 1, 2019 – September 30, 2020 PEPM Rate
Initials <div style="text-align: center; font-size: 0.8em;">DS</div> <div style="text-align: center; font-size: 1.2em; font-family: cursive;">Tm</div> 	1,500	\$2.08

The service fee is due on the first (1st) day of each billing period during the initial term and for all subsequent renewal terms of the Agreement. Employer shall remit written verification of the total number of employees with each service fee payment.

Optional Services and Fees as shown in Exhibit C will be provided at KAI’s current rate during any renewal term of this Agreement. The Parties agree that the rate is firm and not subject to any refunds, rebates, or other changes unless agreed to in writing and specified in **Exhibit D, “Special Provisions.”**

Scope of Coverage

It is noted that the Employer has offices in the following states:

Washington