

**AMENDMENT NO. 4
TO
EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

This Amendment No. 4 (the “Amendment”), effective October 1, 2020 (“Effective Date”), is made by and between KEPRO Acquisitions, Inc. (hereinafter referred to as “KAI”) and Lake Stevens School District (hereinafter referred to as “Employer”).

WHEREAS, KAI and Employer entered into an Employee Assistance Program Agreement on October 1, 2016, pursuant to which KAI provides certain employee assistance program services for the benefit of Employer’s employees and their dependents (the “Agreement”); and

WHEREAS, KAI and Employer have interest in amending the Agreement to reduce the administrative burden associated with the preparation and execution of annual renewal documentation.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 7.2 shall be deleted in its entirety and restated as follows:

7.2 This Agreement shall automatically renew for successive one-year terms, unless terminated by either Party upon at least sixty (60) days’ written notice, and no action on the part of either Party shall be required to effect such renewal.

2. A new Section 7.3 shall be added:

7.3 The number of employees covered, rates, and payment provisions agreed to by the Parties are outlined in **Exhibit B, “Scope of Coverage, Rates, and Payments, and Exhibit C, “Optional Services and Fees.”** KAI reserves the right to adjust the rates set forth in Exhibit B and Exhibit C annually by providing Employer with written notice of such rate adjustment at least ninety (90) days prior to the renewal date (“Rate Adjustment”). Such Rate Adjustment notice shall require written acknowledgement of Employer, and a Rate Adjustment bearing the authorized signatures of KAI and Employer shall act as a formal amendment to the Agreement.

3. The column headings in rate table set forth in **Exhibit B, “Scope of Coverage, Rates, and Payments,** shall be revised to read:

Employee Count Confirmation	Total Covered Employees	PEPM Rate
------------------------------------	--------------------------------	------------------

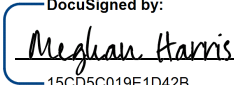
For avoidance of doubt, the deletion of any date ranges in the “Initial Rate” column is intentional and shall have the effect of extending the rate set forth in the Agreement, or any prior amendment thereto, until such time a Rate Adjustment is executed by the Parties.


4. All other terms and conditions set forth within the Agreement which are not expressly deleted, revised or otherwise modified herein shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date set forth above.

KEPRO Acquisitions, Inc. (“KAI”)

Lake Stevens School District (“Employer”)

By: 
15CD5C019E1D42B...
Name: Meghan Harris

By: 
F7BABFD9E334470...
Name: Teresa Main

Title: EVP, Chief Operations Officer

Title: Assistant Superintendent of Business & Operations

Date: June 26, 2020 | 10:49 AM PDT

Date: June 26, 2020 | 10:40 AM PDT