

**WELLNESS PROGRAM PLAN DOCUMENT  
FOR THE WASHINGTON STATE HEALTH CARE AUTHORITY  
SCHOOL EMPLOYEES' BENEFITS BOARD PROGRAM**

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## **I. Wellness Programs**

### **A. Comprehensive Wellness Program Established**

This comprehensive wellness program is established. It is intended to comply with 45 C.F.R. § 146.121. The comprehensive wellness program includes, but is not limited to, the following:

#### **1. *Washington Wellness Worksite Designation Program (also known as SmartHealth Worksite Wellness Roadmap)***

SEBB Organizations may participate in the Washington Wellness Worksite Designation Program administered by the HCA. The Washington Wellness Worksite Designation Program provides structure and technical and training assistance to SEBB Organizations developing internal worksite wellness programs for employees. Internal worksite wellness programs are referred to as Worksite Wellness Programs.

#### **2. *SEBB Health Insurance Wellness Plan***

The SEBB health insurance wellness plan is known as SmartHealth or the SEBB Wellness Incentive Program. This plan aligns with the Washington Wellness Worksite Designation Program. SmartHealth is intended to help employees and family members achieve their personal health and wellness goals. This includes efforts to reduce smoking rates.

#### **3. *Tobacco-Use premium surcharge***

The Tobacco-Use premium surcharge is an element of the comprehensive wellness program for School Employees. The surcharge is established by the Legislature in each biennial budget.

### **B. Structure**

The SmartHealth program and the Tobacco-Use premium surcharge are integrated components of SEBB medical insurance coverage. The Worksite Wellness Programs administered by SEBB Organizations are separate wellness programs that do not provide or pay for health or medical benefits.

## **II. Effective Date**

This plan document is generally effective beginning on January 1, 2021.

### **III. Comprehensive Wellness Program Design**

#### **A. General**

##### **1. Requirements**

The SEBB and HCA will determine the requirements for eligibility for SmartHealth and for completion of requirements for SmartHealth Incentives. The SmartHealth wellness incentives are set in the State of Washington and School Employees' Benefits Coalition agreement (collective bargaining agreement). The Legislature will set the financial value of the Tobacco-Use premium surcharge.

##### **2. Components**

The SEBB Wellness Program contains both an Activity-Only Wellness Program component known as SmartHealth and an Outcome-Based Wellness Program component that is the Tobacco-Use premium surcharge.

##### **3. Administration of Worksite Wellness Programs**

Individual SEBB Organizations administer Worksite Wellness Programs as Participatory Wellness Programs. SEBB Organizations must not offer Incentives that depend on medical examinations or on inquiries related to disabilities. Worksite Wellness Programs are subject to the Incentives limit described in SEBB Program Policy 91-3.

#### **B. FMLA, PFML, and USERRA Leaves of Absence**

If a Subscriber goes on qualifying leave under the Family Medical Leave Act ("FMLA"), Washington Paid Family and Medical Leave ("PFML"), or the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), then, to the extent required by FMLA, PFML, or USERRA, as applicable, that Subscriber may continue to earn Incentives.

#### **C. Activity-Only Wellness Program**

The Activity-Only Wellness Program component of the Wellness Program is called SmartHealth. Under that component, Subscribers and Spartners enrolled in SEBB medical coverage can access an online wellness portal to complete a Well-being Assessment and track their involvement in wellness activities to earn points.

##### **1. Eligibility**

- (a) Subscribers and Spartners are eligible to participate in the SmartHealth program. They may access the SmartHealth wellness portal, take a Well-being

Assessment, and participate and track their involvement in wellness activities on the SmartHealth wellness portal to earn points. However, only Subscribers are eligible to earn SmartHealth Incentives based on their participation. Subscribers who waive enrollment in a SEBB medical plan may access the SmartHealth portal but cannot earn Incentives. Sparters of Subscribers who waive enrollment in a SEBB medical plan will only have SmartHealth portal access and will not be eligible to earn Incentives.

- (b) Dependents other than Sparters are not eligible to access or participate in the SmartHealth wellness program in any way.

## 2. *Incentive Deadlines*

- (a) To receive the SmartHealth Incentive of a reduction to the Subscriber's medical plan deductible or a deposit to the Subscriber's health savings account for the *following* year, eligible Subscribers must complete SmartHealth Incentive program requirements as described in the SEBB SmartHealth webpage, <https://www.hca.wa.gov/employee-retiree-benefits/sebb-smarthealth>, by the latest applicable date below:
  - (i) For Subscribers continuing enrollment in SEBB medical from the previous year and Subscribers enrolling in SEBB medical with a Medical Effective Date in January through September, the deadline is November 30 of the *current* year (for example, if the Subscriber's Medical Effective Date is March 1, the Subscriber must complete the SmartHealth Incentive program requirements by November 30 of that *same* year in order to be eligible for the Incentive for the *following* year); or
  - (ii) For Subscribers enrolling in SEBB medical with a Medical Effective Date in October through December, the deadline is December 31 of the *current* year (for example, if the Subscriber's Medical Effective Date is October 1, the Subscriber must complete the SmartHealth Incentive program requirements by December 31 of that *same* year in order to be eligible for the Incentive for the *following* year).
- (b) Except as provided in (d) below, Subscribers who do not complete the requirements according to subsection III.C.2(a), or according to an alternative as described in this Plan, within the time limits described in subsection III.C.2(a) above are not eligible to receive SmartHealth Incentives the following year.
- (c) If a Subscriber has a "termination" (such as a transfer between SEBB Organizations, change in eligibility status (LWOP, COBRA), or retirement, etc.) in SEBB medical coverage for any reason causing a system termination record to be initiated, and then the Subscriber re-gains eligibility for SEBB medical coverage with a new Medical Effective Date, the deadline that applies

will be based on the new Medical Effective Date.

### 3. *Incentives and requirements*

- (a) To be eligible for SmartHealth Incentives, Subscribers must meet the requirements explained on the SEBB SmartHealth webpage, <https://www.hca.wa.gov/employee-retiree-benefits/sebb-smarthealth>, within the time limits described in section III.C.2 (beginning on page 5) in this Plan document. Subscribers who do not meet the requirements within those time limits cannot earn Incentives for the year.
- (b) For Year 2021 and thereafter, eligible Subscribers may qualify for a \$125 wellness Incentive. To qualify for this, eligible Subscribers described in III.C.1.a must meet the requirements explained on the SEBB webpage for SmartHealth, <https://www.hca.wa.gov/employee-retiree-benefits/sebb-smarthealth>, complete the SmartHealth Well-being Assessment, and earn at least 2,000 total points on SmartHealth by joining and tracking activities on SmartHealth. Qualifying Subscribers enrolled in a consumer-directed health plan (CDHP) receive a one-time deposit of \$125 into the Subscriber's health savings account the following year. All other qualifying Subscribers receive a \$125 reduction to the Subscriber's medical deductible the following year.
- (c) Only the Subscriber is eligible to receive SmartHealth Incentives, and the Subscriber must be enrolled (not waived or ineligible) in a SEBB medical plan in the year in which the Incentive is distributed.
- (d) All Subscribers earn an Incentive, however, only if the Incentive is otherwise available under III.C.7 and other provisions of this Plan.

### 4. *Timelines for Incentives*

Each January, starting with 2020, the SEBB Program will determine whether a Subscriber completed the requirements to earn an Incentive during the previous year and whether the Subscriber met the other eligibility requirements in WAC 182-31-190 as of January 1 of the year.

### 5. *Alternatives*

Eligible Subscribers described in section III.C.1(a) can earn Incentives. Subscribers for whom the activities are unreasonably difficult due to a medical condition or are medically inadvisable may be able to earn the same Incentive by different means. The SEBB Program will work with enrollees and their physician to define an individual wellness program that provides the opportunity to qualify for the same Incentive in light of the enrollee's health status. SEBB Policy 91-1 explains the process for requesting an alternative. Policy 91-1 is available at <https://www.hca.wa.gov/assets/pebb/sebb-policy-91-1-wellness-incentive-alternatives-2020.pdf>.

## 6. *Appeals Procedure*

- (a) Subscribers may appeal a decision by the Administrator regarding their completion of the requirements for an Incentive offered under the SmartHealth wellness program, or regarding a request for an alternative to a SmartHealth wellness program requirement. Such appeals must be made to the Administrator. After that appeal, Subscribers may appeal a decision by the Administrator to the SEBB Program.
- (b) Subscribers may appeal a decision by the SEBB Program concerning eligibility to participate in the SmartHealth wellness program or receive an Incentive under the program. Such appeals must be made to the SEBB Program.
- (c) Chapter 182-32 WAC explains the process for appealing these decisions, including deadlines.

## 7. *Conditions for Incentives*

The Administrator will provide a SmartHealth Incentive only if all the following apply:

- (a) The Subscriber is still eligible for the SmartHealth Incentive program in the year the Incentive applies;
- (b) The funding rate provided by the legislature is designed to provide a SmartHealth Incentive program or a SmartHealth Incentive, or both;
- (c) Specific appropriations are provided for SmartHealth Incentives; and
- (d) The Subscriber meets all requirements for the Incentive.

## **D. Outcome-Based Wellness Program**

### 1. *Eligibility*

The Tobacco-Use premium surcharge applies to all Subscribers, Spartners, and Non-Spartner Dependents.

### 2. *Requirements*

- (a) If a Subscriber attests to their own, their Spartner's, or their Non-Spartner Dependent's use of Tobacco Products, or if the Subscriber fails to provide an attestation in accordance with WAC 182-30-050(1), the Subscriber will pay the Tobacco-Use premium surcharge. The surcharge will be collected from Subscribers during each month of the Year. The SEBB Program will charge only one Tobacco-Use premium surcharge per account, regardless of the number of people who use tobacco and are enrolled on the Subscriber's account.
- (b) A Subscriber may avoid paying the Tobacco-Use premium surcharge by

attesting on the prescribed form that neither the Subscriber, nor the Spartner, nor any Non-Spartner Dependents use Tobacco Products, or attesting that all Tobacco Products users have enrolled in a qualified tobacco-cessation program. Subscribers may submit attestations to the SEBB Program anytime during the year. An attestation is effective the month after the SEBB Program receives it.

- (c) A Subscriber may also avoid paying the Tobacco-Use premium surcharge if the Tobacco User contacts the SEBB Program to request an alternative in accordance with the provisions in section III.D.3 below, and complies with the agreed alternative.

### **3. *Alternatives***

In some cases, a Subscriber's, Spartner's, or Non-Spartner Dependent's primary care physician might have health-related concerns about him or her joining a tobacco cessation program or ceasing his or her use of Tobacco Products. In that case, the Subscriber, Spartner, or Non-Spartner Dependent may submit to the SEBB Program documentation from that physician stating that a tobacco cessation program is not medically appropriate and containing a recommended alternative. The SEBB Program cannot independently seek this information from the physician. The SEBB Program will provide a reasonable alternative standard that accommodates the recommendations of the physician with regard to medical appropriateness. The procedures are in SEBB Policy 91-1. The 2021 version of that policy is available at <https://www.hca.wa.gov/employee-retiree-benefits/rules-and-policies/sebb-rules-and-policies>. For more information, contact the SEBB Program at 1-800-200-1004.

### **4. *Appeals Procedure***

- (a) Subscribers may appeal a decision by the Administrator regarding the Tobacco-Use premium surcharge. Such appeals must be made to the Administrator. After that appeal, Subscribers may appeal a decision by the Administrator to the SEBB Program.
- (b) Subscribers may appeal a decision by the SEBB Program concerning Tobacco-Use premium surcharge. Such appeals must be made to the SEBB Appeals Unit.
- (c) Chapter 182-32 WAC explains the process for appealing these decisions, including deadlines.

## **E. Participatory Wellness Program**

The Participatory Wellness Program component of the comprehensive wellness program is the Worksite Wellness Program. SEBB Organizations administer this program internally. The Washington Wellness Worksite Designation Program at HCA provides structure and technical and training assistance to SEBB Organizations involved in

developing a Worksite Wellness Program for employees.

### 1. *Eligibility*

School Employees employed by a SEBB Organization who are eligible under WAC 182-31-040 or 182-31-130 can participate in the Worksite Wellness Program.

### 2. *Design Requirements*

- (a) The program must provide eligible employees a reasonable chance of improving health or preventing disease.
- (b) The program must be available to all similarly situated employees.
- (c) Eligible employees with disabilities must have equal access to program benefits and greater obligations cannot be imposed upon them in order to obtain equal benefits.
- (d) The program cannot be overly burdensome, cannot be a subterfuge for violating the ADA or other laws prohibiting employment discrimination, and cannot be highly suspect in the method chosen to promote health or prevent disease.
- (e) The program cannot conduct medical examinations or disability-related inquiries.

### 3. *Incentive Requirements*

SEBB Organizations may develop their own requirements for earning Incentives, except that the requirements to earn the Incentive cannot be based on a participant's satisfaction of a standard related to a Health Factor and cannot require a participant to disclose results from medical exams or physical or mental capacity exams.

### 4. *Incentive Limit*

Incentives under the program are subject to the limit described in SEBB Policy 91-3.

### 5. *Alternatives*

SEBB Organizations must provide reasonable accommodations (modifications or adjustments) to enable employees with disabilities to have equal benefits and privileges of employment, which includes participation in employee wellness programs. SEBB Policy 91-1 contains more information on requesting reasonable alternative.

### 6. *Appeals*

Any eligible employee may appeal a decision regarding the Incentive by following the appeals process established by his or her employing SEBB Organization.

### 7. *Worksite Wellness Incentives*

SEBB Policy 91-3 states the requirements and standards for worksite wellness Incentives.

#### **IV. Record-keeping and Administration**

The SEBB Program owns and will maintain all records related to the SmartHealth Program in accordance with appropriate state and federal laws, such as the Washington Public Records Act and HIPAA. Each SEBB Organization owns and will maintain all records relating to the Worksite Wellness Program at that SEBB Organization.

#### **V. General Provisions**

##### **A. Headings**

The headings throughout this document are inserted for convenience of reference. They are not part of this Wellness Program. They do not indicate or control the meaning or construction of any provisions.

##### **B. Which Provisions Control**

If SEBB resolutions, SEBB Program policies, state law or rule, or federal law or rule conflict with this document, those resolutions, policies, laws, and rules will control.

##### **C. No Contract of Employment**

Nothing contained in this document is intended as a contract or other arrangement between a Subscriber, Spartner, Non-Spartner Dependent, or other dependent of a Subscriber and a SEBB Organization, guaranteeing employment or health benefits for any specific period. This document will not be construed as a guarantee of employment and does not amend or modify any employment or other agreements between a SEBB Organization and a Subscriber, Spartner, Non-Spartner Dependent, or other dependent of a Subscriber whether entered before or after the effective date of the Wellness Program or this document.

##### **D. No Contract of Continuous Coverage**

Nothing contained in this document is intended as a contract or other arrangement between the SEBB Program and a Subscriber, Spartner, or other dependent of a Subscriber receiving coverage for any specific period. Moreover, a Subscriber, Spartner, or Dependent receiving continuation coverage (as defined in WAC 182-30-020) must still comply with any governing provisions of state and federal law.

##### **E. Amendment and Termination**

1. The continuation of this Wellness Program is dependent on funding from the Washington State Legislature. The value of any Incentives under the Wellness

Program depends on funding from the Washington State Legislature. Only the Washington State Legislature may adjust the Incentive amounts under the Wellness Program.

2. Without providing prior notice to SEBB members, either the SEBB or the Washington State Legislature may change the terms and conditions for receiving an Incentive under the Wellness Program.

## **F. Governing Law**

This Wellness Program will be construed, administered, and enforced according to the laws and regulations of the state of Washington, to the extent not superseded by the Internal Revenue Code of 1986, the Public Health Service Act of 1944, HIPAA, ADA, other federal law, or any rules promulgated under these authorities.

## **G. Reimbursement**

1. If a Subscriber receives any Incentives improperly from the Administrator through the SmartHealth program, the Subscriber must promptly reimburse the SEBB Program for the improper Incentive.
2. If a Subscriber believes he or she is entitled to an Incentive that was not provided, he or she may contact either the SEBB Program or the Administrator directly for assistance or appeal under chapter 182-32 WAC.
3. If an eligible employee receives any Incentives improperly from the employing SEBB Organization through the Worksite Wellness Program, the Subscriber must promptly reimburse the SEBB Organization for the improper Incentive.

## **H. Non-Assignability of Incentives**

Subscribers or eligible employees under the Worksite Wellness Program may not assign Incentives to other people. Any attempt to assign an Incentive will not be recognized, except to the extent required by law.

## **I. Severability**

If any court of appropriate jurisdiction declare any part of this document void, such declaration will have no effect on the remaining parts.

## VI. **Definitions**

Unless otherwise defined and unless the context clearly requires otherwise, capitalized terms appearing in this document have the following meanings, and singular forms and plural forms have corresponding meanings:

### A. **"Activity-Only Wellness Program"**

A Health-Contingent Wellness Program that requires Subscribers to perform or complete an activity related to a Health Factor in order to obtain an Incentive but does not require Subscribers to attain or maintain a specific health outcome.

### B. **"ADA"**

The Americans with Disabilities Act of 1990 and regulations codified in 28 CFR parts 35 and 36.

### C. **"Administrator"**

The entity that administers the SmartHealth wellness program and provides applicable Incentives to Subscribers under that program. The Administrator may be the SEBB Program or a third party contracted with the HCA to act as the Administrator.

### D. **"COBRA"**

The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and regulations under it.

### E. **"HCA"**

The Washington State Health Care Authority.

### F. **"Health-Contingent Wellness Program"**

A program that requires an individual to satisfy a standard related to a Health Factor to obtain an Incentive, or that requires an individual to undertake more than a similarly situated individual based on a Health Factor in order to obtain the same Incentive. A Health-Contingent Wellness Program may be an Activity-Only Wellness Program or an Outcome-Based Wellness Program.

### G. **"Health Factor"**

In relation to an individual, any of the following health-status-related factors: health status, medical condition (including both physical and mental illnesses), claims experience, receipt of health care, medical history, genetic information, evidence of insurability, or disability.

### H. **"HIPAA"**

The Health Insurance Portability and Accountability Act of 1996, and regulations adopted under it.

**I. “Incentive”**

Premium discounts (such as avoiding paying the tobacco-use premium surcharge), rebates, or modification of otherwise applicable cost-sharing amounts (including copayments, deductibles, or coinsurance) so long as certain conditions are satisfied. Incentives may be cash or non-cash incentives (such as gift cards) and may be unrelated to a health plan or benefit. An incentive may take the form of obtaining a reward or avoiding a penalty. Incentives may be referred to as rewards in this document as well.

**J. “Medical Effective Date”**

The date the Subscriber’s SEBB medical insurance coverage became effective.

**K. “Non-Spartner Dependent”**

A Subscriber’s dependent who is enrolled in a SEBB medical plan as a dependent of the Subscriber, is not a Spartner, and is at least 13 years old.

**L. “Outcome-Based Wellness Program”**

A Health-Contingent Wellness Program that requires Subscribers to attain or maintain a specific health outcome in order to obtain an Incentive, or that requires Subscribers to comply with an educational program or activity related to the specific health outcome in order to obtain an Incentive.

**M. “Participatory Wellness Program”**

A wellness program that does not condition eligibility for an Incentive on a participant’s satisfaction of a standard related to a Health Factor.

**N. “PEBB”**

“PEBB” or “Public Employees’ Benefits Board” means the public employees’ benefits board established in RCW 41.05.055.

**O. “RCW”**

The Revised Code of Washington.

**P. “School Employee”**

“School employee” means:

All employees of school districts and charter schools established under chapter 28A.710 RCW;

Represented employees of educational service districts; and

Effective January 1, 2024, all employees of educational service districts.

**Q. “SEBB”**

“SEBB” or “School Employees’ Benefits Board” means the school employees’ benefits board established in RCW 41.05.740.

**R. “SEBB Organization”**

“SEBB Organization” or “School Employees’ Benefits Board organization” means a public school district or educational service district or charter school established under Chapter 28A.710 RCW that is required to participate in benefit plans provided by the school employees’ benefits board.

**S. “SEBB Program”**

The program within the HCA that administers insurance and other benefits for eligible employees (as defined in WAC 182-31-040) and eligible dependents (as defined in WAC 182-31-140).

**T. “SEBB Wellness Program”**

The SEBB Program’s non-discriminatory wellness program, as described in 45 C.F.R. § 146.121, that contains both an Activity-Only Wellness Program component known as Tobacco-Use premium surcharge.

**U. “Spartner”**

A Subscriber’s spouse or state-registered domestic partner who is enrolled as a dependent on the Subscriber’s SEBB medical plan.

**V. “Subscriber”**

Any SEBB Subscriber as defined in WAC 182-30-020.

**W. “Tobacco Product”**

Any product made with or derived from tobacco that is intended for humans, including any component, part, or accessory of a tobacco product. This includes, but is not limited to, cigars, cigarettes, pipe tobacco, chewing tobacco, and snuff. It does not include e-cigarettes or United States Food and Drug Administration (FDA)-approved quitting aids.

**X. “Tobacco Use”**

Any use of Tobacco Products within the past two months. Tobacco Use, however, does not include the religious or ceremonial use of tobacco.

**Y. “WAC”**

The Washington Administrative Code.

**Z. “Year”**

The calendar year from January 1 through December 31.

## VII. Entire Plan

This Comprehensive Wellness Program plan document and the documents incorporated by reference herein shall constitute the only legally governing documents for the Comprehensive Wellness Program. All statements made by the employer or the SEBB Program shall be deemed representations and not warranties. No communication shall amend or modify the terms of this Wellness Program plan document unless in writing signed by the SEBB Program.

IN WITNESS WHEREOF, the Health Care Authority has caused this instrument to be executed by its duly authorized officer as of the date shown below, to be effective as of January 1, 2021.

THE WASHINGTON STATE HEALTH CARE AUTHORITY

By:  \_\_\_\_\_ (signature)  
Dave Iseminger, Director of the SEBB Program

Date: December 29, 2020