



July 31, 2014

Lynden Incorporated, a Washington State Corporation  
c/o Amanda Cooke  
Suite 800  
18000 International Blvd.  
Seattle, WA 98188

c/o Amanda Cooke at ACOOKE@Lynden.com

**Re: Executive Health Program Services—Letter Agreement**

Dear Ms. Cooke:

Virginia Mason Medical Center is pleased to enter into this Letter Agreement with Lynden Incorporated for Virginia Mason to provide Executive Health Program services to your executives. We will provide the package of diagnostic services and service amenities that you select on Attachment A - Executive Health Services to eligible executives (Eligible Participants). We will call to confirm Participant's eligibility and services.

**Covered Services (Executive Health Program)**

This Letter Agreement covers only those diagnostic services and service amenities on Attachment A - Executive Health Services. The specific diagnostic services that we will provide and their recommended frequency are described on Attachment B - Executive Health Medical Services. We may change these Attachments from time to time.

Our Executive Health Program physicians will provide referrals, follow-up, advice, and information to your Eligible Participants according to applicable standards of care. Any additional services not listed on the Attachments that our physicians recommend or order, or the Eligible Participants request, will be billed to the Eligible Participants' health insurer and/or the Eligible Participant. Please note that our Executive Health Program physicians will not provide medical certifications in connection with any federal or state leave programs administered by you.

**Billing**

We will invoice you the charges listed on Attachment C - Executive Health Services Charges. We will provide you thirty (30) days advance written notice of any change in these charges.

**Payment**

Lynden Incorporated agrees to pay Virginia Mason all invoiced amounts within thirty (30) days of the date of the invoice. In the event that we do not receive payment within thirty (30) days, we may assess interest at the rate of one percent (1%) per month following ten (10) days' written notice to you. Upon

termination or expiration of this Letter Agreement, you agree to pay us all invoiced amounts within thirty (30) days.

**Term and Termination**

This Letter Agreement will be effective on August 14, 2014 and will last for a term of one year. The initial twelve month period and each subsequent twelve month renewal period (if any) will be referred to as a "Program Year." Any renewals will be in writing and signed by both parties. Either party may terminate this Letter Agreement for any reason upon thirty (30) days written notice to the other.

**Confidentiality**

All parties will comply with all applicable state and federal privacy and security laws. We will maintain the confidentiality of all information disclosed by you related to Eligible Participants, including their names, dates of birth, and work contact information. We will not use such information except in connection with the provision of Executive Health Services.

**Entire Agreement**

This Letter Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties. In the event of a conflict between the terms of this Letter Agreement and the terms of any prior agreement, the terms of this Letter Agreement shall prevail.

\* \* \*

We look forward to providing an extraordinary patient experience to your executives. Please feel free to contact Therese Shipley, Executive Health Business Development Manager, at (206) 341-1325 if you have any questions.

Sincerely,



Michael Ondracek  
Vice President

Agreed to by Lynden Incorporated:

By:   
Gail M. Knapp  
V.P. Employee Relations and Business Development

Date: 8/13/2014

Enclosures:

- Attachment A—Executive Health Services (1 page)
- Attachment B—Executive Health Medical Services (1 page)
- Attachment C— Executive Health Services Charges (1 page)

**ATTACHMENT A**  
**Executive Health Services**

**A. Executive Health Physical (annual physical only)**

1. Schedule appointments for the Eligible Participants to receive the health care services described in Attachment B – Executive Health Medical Services. Such health care services shall not include ordering prescription medicines or refills.
2. If requested by Lynden Incorporated, VMMC will contact Eligible Participants who are eligible for services, exams and/or tests and schedule appointments.
3. If authorized by the Eligible Participant, forward exam results to the Eligible Participant's primary physician, in compliance with all applicable laws and regulations relating to the disclosure of such information.
4. Advise an Eligible Participant who does not currently have a primary physician on the selection of a primary physician.
5. Provide each Eligible Participant a letter from the Executive Health Physical physician detailing their test results.
6. Review with each Eligible Participant all test results and interpretations that are available on the day of testing. Results that are not available will be sent directly to the Eligible Participant.
7. Provide communications to each Eligible Participant based upon identification of risk factors, which are identified during the Executive Health Physical. Each Eligible Participant is responsible for appropriate follow-up with his or her primary physician.
8. Provide Lynden Incorporated (to the extent permitted by law, including but not limited to applicable privacy laws) and Eligible Participants access to the Medical Director of the Executive Health Program to respond to questions regarding clinical care and guidelines of the Executive Health Program.

**ATTACHMENT B  
Executive Health Medical Services**

<b>Women age 39 and under</b>	<b>Women age 40-49</b>	<b>Women age 50 and over</b>
<ul style="list-style-type: none"> <li>• Comprehensive Physical Examination</li> <li>• Pap Smear</li> <li>• Blood Studies</li> <li>• TSH</li> <li>• Urinalysis</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive Physical Examination</li> <li>• Pap Smear</li> <li>• Mammogram</li> <li>• Blood Lab Studies</li> <li>• TSH</li> <li>• Urinalysis</li> <li>• Cardiac Treadmill Stress Test (every 3 yrs)</li> <li>• CIMT (every 3 yrs)</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive Physical Examination</li> <li>• Pap Smear</li> <li>• Mammogram</li> <li>• Blood Lab Studies</li> <li>• TSH</li> <li>• Urinalysis</li> <li>• Cardiac Treadmill Stress Test (every 3 yrs)</li> <li>• CIMT (every 3 yrs)</li> <li>• DEXA-bone density (every 5 yrs)</li> </ul>
<b>Men age 39 and under</b>	<b>Men age 40-49</b>	<b>Men age 50 and over</b>
<ul style="list-style-type: none"> <li>• Comprehensive Physical Examination</li> <li>• Blood Lab Studies</li> <li>• TSH</li> <li>• Urinalysis</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive Physical Examination</li> <li>• Blood Lab Studies</li> <li>• TSH</li> <li>• Urinalysis</li> <li>• PSA-Prostate Screen+45</li> <li>• Cardiac Treadmill Stress Test (every 3 yrs)</li> <li>• CIMT (every 3 yrs)</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive Physical Examination</li> <li>• Blood Lab Studies</li> <li>• TSH</li> <li>• Urinalysis</li> <li>• PSA – Prostate Screen</li> <li>• Cardiac Treadmill Stress Test (every 3 yrs)</li> <li>• CIMT (every 3 yrs)</li> <li>• Aorta-Ultrasound +60 (every 5 yrs)</li> </ul>

Recommended preventative health protocols are structured around evidenced-based medical practices appropriate for the age and gender of the patient. Additional testing may be requested by the physician based on individual patient health history. Please coordinate any additional medical services with your Primary Care Provider and your Health Insurance carrier. This **Attachment B- Executive Health Medical Services** is deemed modified to the extent such recommended preventative health protocols change, as determined by U.S. Preventative Services Task Force recommendations, with additional recommendations, as applicable from the American Cancer Society (ACS), the American Medical Association (AMA), the Centers for Disease Control and Prevention (CDC), and the clinical recommendations of VMMC physicians

**Executive Examination lab protocol:** This laboratory panel consists of over fifty distinct blood tests including complete blood count, complete cholesterol panel, thyroid function, renal function, liver function, serum proteins, electrolytes, and glucose.

**Cardiac Treadmill Stress Test:** This test is a functional study which helps to detect cardiac rhythm disorders and monitors exercise capacity. Those who are determined to have an abnormal result will be required to have a release to return to work by either a Cardiologist or an Executive Health physician. Further evaluation will be per the patient's insurance guidelines.

**Carotid intimal media thickness (CIMT):** Is a measure of early atherosclerosis and vascular remodeling that can be assessed quickly, non-invasively, and safely with high-resolution ultrasound. CIMT is used as a screening tool to assess subjects with an elevated risk for stroke and heart attack.

**Aorta Abdominal Ultrasound:** Ultrasound of the aorta intended primarily as a screening test for abdominal aortic aneurysm.

**ATTACHMENT C**  
**Executive Health Services Charges**

**1. Executive Health Physical (annual physical only)**

Annual fees for this package are:

- Individuals under the age of 50 years: \$1,800
  
- Individuals 50 years of age or above: \$2,000\*

\*Difference in fees due to additional testing for those 50 and older.

Virginia Mason will invoice Lynden Incorporated on a monthly basis for each Eligible Participant who received an Executive Health Physical during the preceding month. No invoice will be generated for months without activity.

**NOTE:** Colonoscopies are recommended at 50 years or above. However, this will not be part of the employer-paid Executive Physical benefit through Lynden Incorporated. Instead, Lynden Incorporated will direct its Eligible Participants to seek colonoscopy services directly with a gastroenterologist or via coordination with the Eligible Participant's personal Primary care provider.