

**PERRINE DUPONT SETTLEMENT CLAIMS OFFICE  
ATTN: EDGAR C. GENTLE, CLAIMS ADMINISTRATOR  
C/O SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE  
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April 23, 2015

**VIA HAND DELIVERY**

The Honorable Thomas A. Bedell  
Circuit Judge of Harrison County  
301 West Main Street, Room 321  
Clarksburg, West Virginia 26301

**Re: Perrine, et al. v. DuPont, et al.; Civil Action No. 04-C-296-2 - The Medical Monitoring Program (the "Program") Report Describing Medical Monitoring Budget Efforts with CTIA and Proposing an Amendment to Program Outreach Efforts; Our File No. 4609-1 {GG-13}**

Dear Judge Bedell:

I hope that you are well.

The purpose of this memorandum is to update you on efforts to create a more efficient and cost-effective Program. We have renegotiated our arrangement with CTIA, which is the company that provides the appointment scheduling, record keeping, and medical provider payment services to the Settlement, to tailor our Program in response to the claimant participation levels and feedback that occurred during the first two rounds of the Program.

We are providing the Court with a new proposed contract with CTIA, which will reduce CTIA's budget for the next two years from \$512,000.00 to \$267,500.00. A history of the negotiation efforts leading to this reduction is summarized in Exhibit A. The resulting, proposed new Agreement with CTIA is in Exhibit B, with the key reason for the great reduction being a redefinition of active claimants which was to only include those claimants who participated in Rounds 1 or 2 of Program testing, which have already occurred, or claimants who ask to become active in the future. See, Agreement Paragraph II.D.xvi. on Page 12). We also propose to alter Program outreach efforts to be more responsive.

During the first round of testing, from November 2011 to November 2012, approximately 50% of the approximately 4,000 eligible claimants positively responded to our outreach and

scheduled medical monitoring appointments. During the second round of the Program, from November 2013 to the present time, only 25% of claimants positively responded and scheduled appointments.

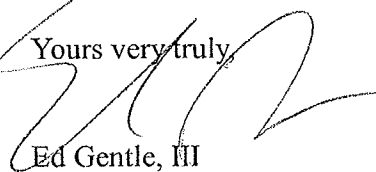
We have been following a "three strikes" outreach approach, wherein CTIA attempts direct telephone contact with each eligible claimant three times, and sends a follow-up letter three times. This approach is thorough, but some claimants, upon expressing a lack of interest during the first phone call, are irritated by continued calls and correspondence.

We therefore propose a new outreach plan, as detailed in the attached, proposed Agreement with CTIA for Program Third Party Administrator services (the "Agreement"), which will involve notice to the entire eligible group of claimants through legal publication and a "two strike" outreach program via direct phone call and letters, and only to those claimants who positively responded during the first two rounds of testing. Claimants who did not respond positively during the first two rounds will still be eligible to participate, but they will not be directly contacted via mail or phone calls, unless they notify the Settlement or CTIA that they wish to become active claimants.

This Report and proposed Order approving the Agreement have been shared with the Finance Committee and the Guardian ad Litem for Children and there are no objections.

Please let me know if you have any questions, thank you for the opportunity to administer this very interesting Settlement.

Yours very truly,



Ed Gentle, III  
Claims Administrator

ECGIII/mg  
Attachments

cc: (via e-mail)(confidential)(attachments)  
Virginia Buchanan, Esq.  
David B. Thomas, Esq.  
James S. Arnold, Esq.  
Meredith McCarthy, Esq.  
J. Keith Givens, Esq.  
McDavid Flowers, Esq.  
Farrest Taylor, Esq.  
Ned McWilliams, Esq.  
Angela Mason, Esq.  
Terry D. Turner, Jr., Esq.  
Katherine A. Harbison, Esq.  
Michael A. Jacks, Esq.

# **EXHIBIT A TO REPORT**

## MEMORANDUM

**TO:** Edgar C. Gentle, III, Esq.

**FROM:** Terry D. Turner, Jr., Esq.  
Michael A. Jacks, Esq.

**DATE:** April 8, 2015

**RE:** The Perrine Medical Monitoring Program - Revised CTIA Fee Quote; Our File No. 4609-1 {GG-13}

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The purpose of this memorandum is to provide you with the below comparison of CTIA's recent, April 2, 2015 revised fee quote for Program Third Party Administrator ("TPA") services, indicating that CTIA's revised fee quote is \$231,110.80 (46.35%) less than its prior, February 27, 2015 TPA fee quote, after taking into account reduced claimant outreach efforts due to claimant lack of interest.

**A. Historical CTIA TPA Fees**

Historically, CTIA has charged, on average, the following TPA fees and expenses during testing and non-testing years:

Non-testing years avg.	=	\$ 155,967.24
Testing years avg.	=	\$ 356,400.80
TOTAL		\$ 512,368.04

**B. Our Firm's January 5, 2015 TPA Fee Proposal (with full outreach efforts)**

To encourage CTIA to be more reasonable with its TPA fees, we provided the attached, January 5, 2015 competing quote (see Exhibit A) to provide TPA services for the current non-testing year and the next testing year, with the results listed below and indicating potential savings totaling \$100,755.04 (\$512,368.04 minus \$411,613):

Non-testing year	=	\$ 117,779
Testing year	=	\$ 293,834
TOTAL		\$ 411,613

**C. CTIA's Minimal Fee Reduction Proposal**

On February 27, 2015, CTIA proposed a minimal fee reduction of only \$12,264 per year (see Exhibit B), with full outreach services. The resulting TPA fees were as follows:

Non-testing year	=	\$ 154,466.00
Testing year <sup>1</sup>	=	<u>\$ 344,136.80</u>
TOTAL	=	\$ 498,602.80

**D. Our Firm's March 26, 2015 Revised TPA Fee Proposal (with reduced outreach)**

In an effort to further spur CTIA to provide a more competitive TPA fee quote, we prepared (but did not provide) the attached TPA fee proposal (see Exhibit C) with reduced claimant outreach<sup>2</sup>. As shown in the attached Exhibit C, the estimated TPA fees were projected to equal the following:

Non-testing year	=	\$ 80,000
Testing year	=	<u>\$ 200,000</u>
TOTAL	=	\$ 280,000

**E. CTIA's April 2, 2015 Revised TPA Fee Proposal (with reduced outreach)**

After requesting CTIA to provide us with a revised TPA fee quote (for both testing and non-testing years) with reduced claimant outreach, we were pleasantly surprised to receive the attached, April 2, 2015 revised CTIA TPA fee quote in Exhibit D. As shown below, the total quote is approximately \$267,492, or \$231,110.80 (46.35%) less than its previous TPA fee quote.

Non-testing year	=	\$ 144,546
Testing year	=	<u>\$ 122,946</u>
TOTAL	=	\$ 267,492

Should you need anything further, please let us know.

TDTjr/  
Attachments

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<sup>1</sup> Consists of the average CTIA TPA fees per testing year minus the proposed \$12,264 administrative fee reduction.

<sup>2</sup> Reduced claimant outreach is now proposed to consist of noticing the entire eligible group of claimants through legal publication and a "two strike" outreach program via direct phone calls and letters, only to those claimants who positively responded during the first two rounds of testing. Claimants who did not respond positively during the first two rounds will still be eligible to participate, but they will not be directly contacted via mail or phone calls.

# **EXHIBIT A**

## MEMORANDUM

TO: Edgar C. Gentle, III, Esq.

FROM: Terry D. Turner, Jr., Esq.  
Katherine A. Harbison, Esq.

DATE: January 5, 2015

RE: The Perrine Medical Monitoring Program - Future Role of CTIA; Our File No. 4609-1 {GG-13}

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The purpose of this memorandum is to respond to your request for a list of the services CTIA provides as Third Party Administrator under the Perrine Medical Monitoring Program, the costs for those services, and the projected costs for our Firm to provide those same services. (Also, please find attached my January 28, 2014 memorandum addressing when the current CTIA contract expires.)

First, attached please find a chart detailing the Third-Party Administrator services to be provided by CTIA under its Contract with the Perrine-DuPont Settlement, along with a discussion of whether our Firm can provide each service. As you can see, we are of the opinion that our Firm can handle the provision of these services, but for a few items that may require an outside consultant (such as CTIA).

Next, we project that the Firm could handle the substantial majority of the Third Party Administrator services that CTIA is providing to the Perrine-DuPont Settlement during the Medical Monitoring Program's testing and non-testing years:

### Non-Testing Year (November 2014 - October 2015)

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For the current non-testing year (November 2014 through October 2015), we project that these Third Party Administrator services could be provided by our Firm for a blended rate of \$200 per hour in the total amount of \$117,779 (see below), or a savings for the Perrine Medical Monitoring Program of \$42,595<sup>1</sup> during the current, non-testing budget year:

\$ 85,500      Hourly Services for Medical Monitoring Program Administration,  
Consulting, and Reporting<sup>2</sup>

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<sup>1</sup> CTIA projects Medical Monitoring Program Third Party Administrator fees and expenses during this period of approximately \$160,374. If such services are provided by our Firm for \$117,779, the projected savings are \$42,595 (\$160,374 minus \$117,779).

<sup>2</sup> Please see the attached spreadsheet titled "Perrine DuPont Projected 3<sup>rd</sup> Party Administrator Fees by Service Category Based on CTIA Non-Testing Year (Nov 2012 - Oct 2013) Services". As you can see on the attached spreadsheet, without taking into account any service hours provided by CTIA in connection with its active claimant administrative fee, CTIA billed the Settlement for 427.50 service hours. We propose to bill the Settlement at \$200 per service hour, which would equal a total fee for Medical Monitoring Program Administration, Consulting

\$ 8,279	Consulting Expenses <sup>3</sup>
\$ 10,500	Outside Consulting Services <sup>4</sup>
\$ 10,000	Errors and Omissions Insurance and Fidelity Bond (Annual)
\$ 3,500	Communication expenses, postage, and Central Repository <sup>3</sup>
<u>\$ 117,779</u>	<b>TOTAL</b>

Testing Year (November 2015 through October 2016)

We project that during the next testing year, the Firm could provide Medical Monitoring Program Third Party Administrative services at a blended rate of \$125 per hour and totaling \$293,834 (see below), for potential savings to the Perrine Medical Monitoring Program of \$57,235.73<sup>5</sup> when compared to CTIA's \$351,069.73 in such Third Party Administrator costs during the prior Medical Monitoring Program testing period.

Our projected fees for the testing year of November 2015 through October 2016 is as follows:

\$ 203,625	Hourly Services for Medical Monitoring Program Administration, Consulting, and Reporting <sup>6</sup>
\$ 8,591	Consulting Expenses <sup>7</sup>
\$ 10,500	Outside Consulting Services <sup>4</sup>
\$ 10,000	Errors and Omissions Insurance and Fidelity Bond (Annual)
\$ 61,118	Communication expenses, postage, and Central Repository <sup>7</sup>
<u>\$ 293,834</u>	<b>TOTAL</b>

Should you need anything further, please let us know.

TDTjr/mg  
Attachments

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<sup>3</sup> CTIA projected expenses.

<sup>4</sup> Estimated at 5 hours per month at \$175 per hour.

<sup>5</sup> CTIA billed the Medical Monitoring Program Third Party Administrator fees and expenses during the prior testing period of approximately \$351,069.73. If such services are provided by our Firm for \$293,834, the projected savings are \$57,235.73 (\$351,069.73 minus \$293,834).


<sup>6</sup> Please see the attached spreadsheet titled "Perrine DuPont Projected 3<sup>rd</sup> Party Administrator Fees by Service Category Based on CTIA Testing Year (Nov 2011 - Oct 2012) Services". As you can see on the attached spreadsheet, without taking into account any service hours provided by CTIA in connection with its active claimant administrative fee, CTIA billed the Settlement for 1,629 service hours. We propose to bill the Settlement at \$125 per service hour, which would equal a total fee for Medical Monitoring Program Administration, Consulting and Reporting fees of \$203,625.

<sup>7</sup> Expenses experienced by CTIA during the last Medical Monitoring Program testing period and excluding \$48,000 incurred in Central Repository expenses.



## MEMORANDUM

TO: Edgar C. Gentle, III, Esq.

FROM: Terry D. Turner, Jr., Esq. 

DATE: January 28, 2014

RE: The Perrine-DuPont Property Settlement - CTIA; Our File No. 4609-1 {GG-1}

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The purpose of this memorandum is to respond to your following questions concerning CTIA:

- (1) When does the contract with CTIA expire? The initial term of the Agreement with CTIA ended May 31, 2012 (see attached Section VII of the Agreement). The Agreement is automatically renewed for additional one year terms, so the current CTIA contract will automatically renew on June 1, 2014, but the Settlement can terminate the Agreement 30 days prior to the date ending the term (May 31, 2014).
  - (2) What amount did we pay CTIA for recruiting claimants for round 1? As shown in the attached "Claimant Recruitment Charges (Round One)" table, the Settlement paid \$87,068.75 to CTIA for recruiting claimants for round 1.
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If you need anything further, please let me know.

TDJr/  
Attachments

cc: Katherine A. Harbison, Esq. (with attachments)

CTIA shall specify the services for which fees are being adjusted, and include a full and complete copy of a new Exhibit G which reflects all of the fees for the Services, as so adjusted by CTIA.

## VI. BILLING; METHOD OF PAYMENT

The Sponsor agrees that the payments, which may be required of the Sponsor under this Agreement and in Exhibit G, shall be paid to CTIA and shall be due and payable within ten (10) days of receipt of the billing.

## VII. TERM

A. **Initial Term.** This Agreement shall become effective following Court approval, and shall continue in full force through the period ending May 31, 2012.

B. **Renewal Terms.** The term of this Agreement shall automatically continue for additional one year terms ("Renewal Term") following the expiration of the Initial Term or any Renewal Term, upon the same terms and conditions, unless the Agreement is terminated or amended as provided in Section C, below.

### **C. Termination.**

i. This Agreement will terminate at the end of the Initial Term or at the end of any Renewal Term by one party providing written notice of termination to the other party at least thirty (30) days prior to the date ending the term.

ii. If either party materially breaches this Agreement, the other party may terminate the Agreement provided that it notifies, in writing, the breaching party of the specific breach and allows the breaching party the opportunity to cure the breach within sixty (60) days of the date of the notice. If the breach has not been corrected in sixty (60) days, the Agreement may be terminated without further notice.

D. **Termination for Insolvency.** If either party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or of all, or a substantial part, of its assets; files a voluntary petition in bankruptcy; admits in writing to its inability to pay its debts as they become due; makes a general assignment for the benefit of creditors; files a petition or an answer seeking reorganization or rearrangement with creditors; or, as a debtor, invokes or takes advantage of any insolvency law; or if an order, judgment, or decree is entered by a court of competent jurisdiction upon application of a creditor adjudicating such party bankrupt or insolvent or approving a petition seeking reorganization of such party of all, or a substantial part, of its assets, and such order, judgment, or decree continues unstayed for thirty (30) days, then the other party may, by written

notice, terminate this Agreement effective on any future date specified in such notice.

E. **Effect of Termination.** In the event of a termination, this Agreement shall be of no further force or effect except that each party hereto shall remain liable for any debts and/or liabilities arising from activities under this Agreement occurring prior to the effective date of termination.

F. **Payment of Claims After Termination.** For a period of one hundred eighty (180) days after termination of this Agreement, at the request of Sponsor, CTIA shall continue to process requests for Claims received after the termination date for Medical Monitoring Plan Benefits that were fulfilled on or prior to the date of termination. Sponsor agrees to continue to pay CTIA and the Providers on the same basis as if this Agreement had continued in effect while those services are performed.

G. **Continuation of Services.** Except for termination due to Sponsor's breach, CTIA agrees that upon termination of the Agreement, at Sponsor's request for continuation of services, it will continue to provide services hereunder (including services with respect to Claims received after the effective date of expiration or termination), provided Sponsor complies with all the terms and provisions of this Agreement in effect prior to the termination. The fees for such continuation period shall be the fees in effect at the time the continuation request is made; however, any other obligations on the part of CTIA shall cease.

H. **Information Transfer.** In the event of termination of this Agreement, CTIA agrees to provide Sponsor all Information in CTIA's possession pertaining to all services, records, and efforts related to this Agreement, consistent with reasonable TPA industry norms. It is understood that for retail claims data, CTIA shall provide one billing tape in standard NCPDP format at no cost to Sponsor. If Sponsor or the Replacement TPA require an element of Information that is not in standard NCPDP format, such data element shall be provided, if available in CTIA records, at a mutually agreed cost to Sponsor. For any other data, CTIA will provide data in its possession and reasonably requested by Sponsor or Replacement TPA at a mutually agreed cost. CTIA may provide the data by electronic wire communication or a media type such as disk, tape, or CD. CTIA shall not be required to perform under this paragraph unless Sponsor has provided CTIA with at least ninety (90) days prior written notice of its data needs and the parties have mutually agreed on the fee payable to CTIA. If this Agreement terminates before such ninety (90) day period can occur, CTIA shall still have ninety (90) days to provide the data.

### VIII. MODIFICATIONS

Reasonable modifications and improvements in existing procedures and systems may be made by CTIA, in its sole reasonable discretion, after providing prior notice of fourteen (14) days to Sponsor, provided that the modifications do not materially alter the terms of this Agreement. Any such

PERRINE v. DuPONT SETTLEMENT  
MEDICAL MONITORING PROGRAM TPA SERVICES PROVIDED BY CTIA

<u>Contract Provision</u>	<u>CTIA Services Provided</u>	<u>Can GTS Provide Such Services?</u>
II.C.i.a.	Prepare communication materials, such as Claimant correspondence and MMP change notices. The TPA shall use any future-developed Sponsor logos on communications materials and correspondence with Claimants to be in conformity with established standards of the Sponsor.	Yes, but may need to confirm that GTS computer system provides adequate protection for claimant HIPAA info
II.C.i.b.	Obtain approval of Providers and Sponsor for communications materials to include Claimant identification cards and the business relationship of CTIA, Sponsor, and Providers. Plastic ID cards shall be provided as Claimants begin Medical Monitoring, and will not be distributed annually, but only when a Claimant needs a card because the Claimant just is enrolling or needs to have a misplaced card replaced.	Yes
II.C.i.c.	Provide toll-free telephone service for inquiries from Claimants.	Yes, but may need to isolate telephone operator to protect confidential claimant HIPAA info
II.C.ii.a.	CTIA shall interface with the Sponsor to accurately develop an Eligibility Database and to ensure that the Claimants are properly enrolled in CTIA's system.	Yes
II.C.ii.b.	Develop and maintain a website for use by the Providers, Claimants, and the Sponsor to assist Claimants in the Plan to (i) track their HIPAA information; (ii) track tests; (iii) schedule and monitor upcoming appointments; (iv) and provide general information regarding the Medical Monitoring Plan.	Need to confirm that this portal / website exists

II.C.ii.c.	Prepare and print Plan Benefit booklets for distribution to the Members, as authorized by the Sponsor. The cost of materials, printing, and postage associated with the distribution of Benefit booklets shall be borne by the Sponsor.	Yes	
II.C.ii.d.	Distribute Benefit booklets for Members in the Plan within 14 days from implementation of the Medical Monitoring Plan or in response to individual requests from Members. Plan booklets will include identification and relationships of CTIA and the Sponsor and the Providers.	Yes	
II.C.ii.e.	Maintain Member enrollment records for a minimum period of ten years after the individual Members are no longer covered; and on-line history for no less than two years after the individual Members are no longer covered. Such records shall be maintained in accordance with prudent standards of insurance record keeping.	Yes	
II.C.ii.f.	Conduct such correspondence and other communications as is necessary for the day-to-day maintenance of the Medical Monitoring Plan.	Yes	
II.C.ii.iii.	Database Maintenance; Maintain the Database as described hereinabove in a HIPAA compliant manner and in a manner consistent with all State and Federal laws.	Yes, but will need to research HIPAA compliance requirements	
II.D.i.	With the aid of Sponsor, establish a "Claim Fund Account" in the name of CTIA, as TPA for Sponsor. The initial funding of the Claim Fund Account shall be the amount given in IIB, above, as the cost estimate for Implementation Plan Development, with the funding to be made by Sponsor within three (3) business days after approval of this Agreement.	Yes, already established	
II.D.ii.	Pay Providers used by the Sponsor's Plan from the Claim Fund Account, after CTIA verification and approval.	Yes	

II.D.iii.	Perform reconciliation of the Sponsor's Claim Fund Account. (Interest earned on this account, if any, will accrue to the Plan to be used for the benefit of the Claimants. Banking expenses incurred on this account will be borne by the Sponsor.)	This service is provided by the Claims Administrator, not CTIA
II.D.iv.	Provide the Sponsor with quarterly financial reports on the Plan, and the other Reports described in Exhibit F.	Yes
II.D.v.	Maintain records clearly showing the deposits and withdrawals from the Claim Fund Account. Copies of these records shall be provided to the Sponsor upon their request.	This service is provided by the Claims Administrator
II.D.vi.	Maintain all books and records for a minimum period of thirty (30) years and in accordance with State and Federal laws, and on-line Claim payment history for no less than two years after the individual Claimants are no longer covered. Books and records shall be maintained in accordance with prudent standards of insurance record keeping.	Yes
II.D.vii.	Sponsor will retain ownership of the Claim Fund Account, with CTIA being an authorized signatory for purposes of carrying out authorized payments only.	Yes
II.D.viii.	CTIA will produce checks once each week drawn on the Claim Fund Account to all approved Medical Monitoring Plan Providers. CTIA will notify Sponsor via email, before noon each Friday, as to the necessary funding to cover the weekly checks. If necessary, CTIA will hold printing the checks until the following Monday, allowing Sponsor enough time to transfer funds if necessary to notify CTIA to wait on issuing checks.	Yes

II.D.ix.	The Claim Fund Account bank statements will be sent to the Sponsor for reconciliation. CTIA will provide a claim Fund Account check register to Sponsor on a monthly basis. If checks do not clear after a month, CTIA shall be notified by Sponsor. CTIA will then contact the payee to see if a replacement check needs to be issued.	Yes	
II.D.x.	CTIA will maintain a complete record of all Claim Fund Account transactions for review by the Sponsor if and when desired.	This service is provided by the Claims Administrator	
II.D.xi.	The Claim Fund Account will only be used for payment of Claims as identified hereinabove and as identified in the Medical Monitoring Implementation Plan to be approved by the Sponsor, Finance Committee, and by the Court. CTIA will submit an invoice to the Sponsor separately for CTIA's monthly fees and covered expenses per Exhibit G.	Yes	
II.E.i.	Provide necessary facilities, personnel, databases, software, procedures, forms, and instructions for the prompt processing of any Received Claims.	Yes (but need more info on electronic info submission by Providers)	
II.E.ii.	Certify the eligibility of Claimants to receive Benefits under the Plan by referring to the Claimant database maintained by Sponsor.	Yes	
II.E.iii.	Examine each Received Claim for Benefits under the Plan and take necessary steps to validate, compute the amount payable (if any), and disburse Payment or deny the claim in accordance with the administrative procedures set forth by the Sponsor in this Agreement and the Medical Monitoring Plan.	Yes	
II.E.iv.	Process Received Claims in accordance with procedures and Fee Schedules established by CTIA and the Sponsor for the Providers.	Yes	

II.E.v.	If the Court determines that the Plan is a secondary plan and not a primary plan, private Benefits payment service to reasonable assure that a Claimant's primary payment sources are exhausted before the Plan pays for Benefits.	Yes	
II.E.vi.	If the Court determines that the Database and Claim records should provide necessary details to facilitate future scientific research, to develop parameters of such a comprehensive Database to facilitate future scientific research.	Yes	
II.E.vii.	CTIA shall, upon written request of a Claimant, Provider or the Sponsor, review any previously denied Claim in accordance with the Claims Appeal procedure of CTIA agreed to by Sponsor.	Yes	
II.E.viii.	Refer to the Sponsor for consideration and final decision any Questionable Claim(s) with a written analysis of the issues to assist the Sponsor in reaching a final decision.	Yes	
II.E.ix.	Provide each Claimant submitting a claim with a written Explanation of Benefits (EOB) supporting payment or denial of such Received Claim.	Yes	
II.E.x.	Conduct such correspondence and other communications with Claimants, Providers of covered services, and others as is necessary for the day-to-day administration of the Plan.	Yes	
II.E.xi.	Provide toll-free telephone service for inquiries from Claimant and Providers.	Yes	
II.E.xii.	Take reasonable action to recoup any overpayments to Providers of covered services.	Yes	



II.E.xiii.	Maintain Received Claim records for a minimum period of ten years after the individual Claimants are no longer covered and in accordance with State and Federal laws, and on-line claim payment history for no less than two years after the individual Claimants are no longer covered. Claim records shall be maintained in accordance with prudent standards of insurance record keeping.	Yes	
II.E.xiv.	Maintain capabilities to receive and transmit Claims in electronic formats to and from Providers, Claim Clearinghouses and other vendors in formats specified by HIPAA regulations.	Yes, but may require initial IT costs to enable receipt and transmission of HIPAA compliant electronic files	
II.E.xv.	Claims Data extracts shall be provided at no cost to the Sponsor.	Yes	
II.F.iii.	CTIA will enter into written contracts with Providers to carry out this Agreement, upon review and agreement of said Provider agreements by Sponsor.	Yes	
II.G.i.	Reports. CTIA shall provide to Sponsor the reports described in Exhibit F. CTIA may modify said reports at any time provided that the change does not materially change the overall content.	Yes	
II.G.ii.	Account Manager. CTIA shall assign an Account Manager who will manage Sponsor's account, serve as the primary contact for Sponsor and supervise the responsibilities of CTIA pursuant to this Agreement.	Yes	
II.G.iii.	Plan Consulting and Analytical Services. Upon request of Sponsor, CTIA shall provide Plan consulting and analytical services. For consulting and analytical services that CTIA determines will require time and resources in excess of the time projected in the annual budget, CTIA shall submit a price quote for Sponsor's approval before initiating the services.	Recommend that we utilize an outside consultant (CTIA or other)	

II.G.v.	Access. CTIA will provide toll-free phone service numbers for Claimants and Providers at all times during CTIA's usual and customary hours of operation. The number is currently 800-245-8813; however, the number may change.	Yes	
II.H.i.	Conduct such correspondence and other communications with Claimants, Providers, and others as is necessary for the day-to-day administration of the Plan.	Yes	
II.H.ii.	Provide patient-sensitive toll-free telephone service for inquiries from Claimants and Providers.	Yes	
II.I.i.	Provide to the Sponsor, or its designated representative, reports, which are described in Exhibit F.	Yes	
II.I.ii.	Negotiate Fee Schedules with selected Providers.	Yes	
II.I.iii.	Prepare and submit to Providers of service and the Internal Revenue Service form 1099-MISC for Claim payments made in conjunction with the Medical Monitoring Plan.	Yes	
II.I.iv.	Assist the Sponsor in obtaining actuarial opinions relating to Plan design, payment rates, and fee schedules.	Yes	
II.I.v.	Prepare and recommend Medical Monitoring Program Claim administration procedures and practices for the administration of the Medical Monitoring Plan and consult with the Sponsor on any changes thereto.	Yes, utilizing current administration procedures and practices, but may need an outside consultant (CTIA or other) if such procedures or practices require amendment	

II.J.i.	Provide the Sponsor access to data as appropriate and reasonable for the purpose of auditing Provider or TPA services. CTIA will provide data necessary to conduct audits on electronic media (diskettes, tapes, etc.) at no additional charge to the Sponsor. The Sponsor will have the right to select an independent audit firm to perform TPA service audits during the term of this agreement. The Sponsor must give forty-five (45) days advance written notice to CTIA to schedule a TPA services audit.	Yes	
II.J.ii.	Run back-up data of the Sponsor's data each day. Back-up tapes, or other electronic media, will be stored in an off-site location, which is secure and environmentally suited for the storage of magnetic media.	Yes	
II.J.iii.	CTIA shall maintain a fidelity bond in the amount as required by the States of Iowa and/or West Virginia covering CTIA and any of its agents or employees who may collect, disburse or otherwise handle or have possession of any funds of the Medical Monitoring Plan or who may have authority to authorize or order disbursements of claims or other expenses on behalf of the Plan.	Yes - will need to confirm costs (estimated no more than \$2k)	
II.J.iv.	CTIA shall maintain coverage for Errors and Omissions Insurance in the amount of no less than one million dollars (\$1,000,000).	Yes - will need to confirm costs (estimated no more than \$8k)	
II.J.v.	CTIA shall maintain a log of any complaints received from the Commissioner, a Claimant, or a Provider.	Yes	
II.J.vi.	CTIA hereby agrees to the mandatory terms in Exhibit H.	Yes	

Perrine DuPont 3rd Party Administrator Fees by Service Category Based on CTIA Non-Testing Year (Nov 2012 - Oct 2013) Services

<u>Description of Service</u>	<u>Classification</u>	<u>Month</u>	<u>Year</u>	<u># of Hours</u>	<u>Rate</u>	<u>Amount</u>
Billing problem/meeting follow-up	Billing	November	2012	2.00	\$175.00	350.00
2013 budget estimates	Budgeting	August	2013	0.75	\$220.00	165.00
2013 budget estimates	Budgeting	August	2013	1.00	\$130.00	130.00
	Total Budgeting					295.00
Claimant letter modification/abnormal results def	Claimant Correspondence	September	2013	1.00	\$175.00	175.00
Claimant letter/Dr Nelson	Claimant Correspondence	September	2013	1.00	\$175.00	175.00
Claimant mailing	Claimant Correspondence	October	2013	1.50	\$175.00	262.50
Claimant packet prep	Claimant Correspondence	September	2013	1.00	\$175.00	175.00
Claimant packet/provider set-up	Claimant Correspondence	October	2013	2.25	\$175.00	393.75
Claimant/provider mailing	Claimant Correspondence	October	2013	2.00	\$175.00	350.00
Follow-up/provider no show letter/	Claimant Correspondence	December	2012	1.25	\$175.00	218.75
	Total Claimant Correspondence					1,750.00
Fee schedule review	Fee Schedule Review	July	2013	2.25	\$220.00	495.00
Fee schedule review	Fee Schedule Review	July	2013	5.00	\$130.00	650.00
	Total Fee Schedule Review					1,145.00
ID card design	ID Cards	August	2013	0.50	\$175.00	87.50
ID card wording redesign	ID Cards	June	2013	1.50	\$175.00	262.50
Perrine system training for GTS/ID cards	ID Cards	August	2013	2.00	\$175.00	350.00
Review ID card wording	ID Cards	July	2013	2.50	\$130.00	325.00
ID Cards	ID Cards	June	2013	11.25	\$175.00	1,968.75
	Total ID Cards					2,993.75
Bad addresses/letters/training	IT/Claimant Database	August	2013	1.25	\$175.00	218.75
Added user for GTS; added firewall rules for remote	IT/Claimant Database	October	2013	2.00	\$125.00	250.00
Round 2 testing/bad phone numbers	IT/Claimant Database	August	2013	6.75	\$130.00	877.50
Address correction update listing	IT/Claimant Database	July	2013	0.75	\$130.00	97.50
Address updates	IT/Claimant Database	August	2013	5.00	\$75.00	375.00
Call to IT staff to discuss the installation of VMDesktop	IT/Claimant Database	August	2013	1.00	\$135.00	135.00
Desktop setup/conference call	IT/Claimant Database	July	2013	3.00	\$135.00	405.00
Installation of VMDesktop on Kathleen Clements desktop	IT/Claimant Database	August	2013	1.00	\$135.00	135.00
Integrivault Set up workstation	IT/Claimant Database	July	2013	7.00	\$125.00	875.00
Integrivault Set up workstation	IT/Claimant Database	August	2013	1.00	\$125.00	125.00
UC 8/5/13	IT/Claimant Database	August	2013	0.50	\$130.00	65.00
LuminX instructions	IT/Claimant Database	August	2013	1.00	\$130.00	130.00
Perrine alerts and purging old alerts for Round 1	IT/Claimant Database	August	2013	36.50	\$75.00	2,737.50
Request from Kip/GTS system training/testing ranges to Paige	IT/Claimant Database	August	2013	2.50	\$175.00	437.50
Setup and configuration of 2nd GTS virtual desktop	IT/Claimant Database	September	2013	2.00	\$135.00	270.00
Shared database	IT/Claimant Database	June	2013	2.25	\$130.00	292.50
Shared database	IT/Claimant Database	July	2013	1.25	\$130.00	162.50
Shared database design	IT/Claimant Database	July	2013	0.25	\$135.00	33.75

Perrine DuPont 3rd Party Administrator Fees by Service Category based on CHA Non-Testing Year (Nov 2012 - Oct 2013) Services

IT	IT/Claimant Database	July	2013	1.75	\$175.00	306.25
VM desktop setup/testing/conference call	IT/Claimant Database	July	2013	3.50	\$135.00	472.50
	Total IT/Claimant Database					8,401.25
Budget/web/newsletter	Newsletter	August	2013	3.75	\$175.00	656.25
Newsletter	Newsletter	December	2012	2.00	\$175.00	350.00
Med Express/newsletter/mailling list	Newsletter	October	2013	1.50	\$175.00	262.50
Newsletter	Newsletter	December	2012	6.00	\$145.00	870.00
Newsletter	Newsletter	January	2013	2.50	\$130.00	325.00
Newsletter	Newsletter	February	2013	2.75	\$175.00	481.25
Newsletter	Newsletter	August	2013	2.50	\$175.00	437.50
Newsletter draft	Newsletter	December	2012	2.25	\$175.00	393.75
Newsletter edits	Newsletter	September	2013	1.00	\$220.00	220.00
Newsletter layout/bad addresses	Newsletter	July	2013	3.75	\$175.00	656.25
Newsletter mailing	Newsletter	February	2013	1.00	\$130.00	130.00
Newsletter proof review	Newsletter	October	2013	0.50	\$175.00	87.50
Newsletters extras to Mike Jacks and Paige-Osborn	Newsletter	October	2013	2.00	\$175.00	350.00
Order review/newsletter/screening form	Newsletter	September	2013	2.75	\$175.00	481.25
Perrine call/newsletter/Bridgeport Express concern	Newsletter	January	2013	5.25	\$175.00	918.75
Physician form/newsletter/test card	Newsletter	August	2013	2.50	\$175.00	437.50
Round 2 prep/ newsletter/ web	Newsletter	July	2013	3.25	\$175.00	568.75
Screening form/newsletter/provider coordination schedule	Newsletter	October	2013	2.25	\$175.00	393.75
Screening form/packet letter/newsletter update	Newsletter	September	2013	1.50	\$175.00	262.50
	Total Newsletter					8,282.50
2nd round testing planning	Planning	May	2013	0.75	\$130.00	97.50
Planning/planning meeting	Planning	July	2013	1.50	\$135.00	202.50
Claim per person discussion	Planning	September	2013	0.50	\$220.00	110.00
LabCorp set-up for Round 2	Planning	October	2013	0.50	\$175.00	87.50
Mt Olive work/research/ Dr Nelson review	Planning	March	2013	2.50	\$175.00	437.50
New appts planning	Planning	July	2013	0.75	\$135.00	101.25
Physician screening checklist	Planning	August	2013	1.00	\$175.00	175.00
Physicians testing checklist	Planning	August	2013	1.50	\$220.00	330.00
Planning for 2nd round testing	Planning	May	2013	2.50	\$220.00	550.00
Planning meetings for 2nd round of appts	Planning	May	2013	1.50	\$135.00	202.50
Planning re: no testing & pad phone numbers	Planning	October	2013	0.25	\$220.00	55.00
Planning Round 2 testing	Planning	September	2013	0.75	\$220.00	165.00
Round 2 planning	Planning	July	2013	0.50	\$220.00	110.00
Round 2 testing planning	Planning	July	2013	0.25	\$220.00	55.00
Round 2 testing planning	Planning	August	2013	1.25	\$220.00	275.00
Round 2 testing planning	Planning	October	2013	0.50	\$135.00	67.50
Round 2 timeline prep/Ed's memo	Planning	October	2013	3.25	\$175.00	568.75
Systems letters	Planning	September	2013	1.75	\$175.00	306.25
	Total Planning					3,896.25
Dr Nelson follow up	Provider Matters	April	2013	0.50	\$175.00	87.50
Dr Nelson request/letters follow up/review	Provider Matters	March	2013	3.50	\$175.00	612.50

Perrine DuPont 3rd Party Administrator Fees by Service Category Based on CTIA Non-Testing Year (Nov 2012 - Oct 2013) Services

Follow-up/Pay Dr Nelson	Provider Matters	July	2013	1.75	\$220.00	385.00
Researching Dr Nelsons follow-up consult list	Provider Matters	March	2013	6.00	\$75.00	450.00
Provider meeting/FAQ's	Provider Matters	June	2013	2.25	\$175.00	393.75
Provider meetings	Provider Matters	July	2013	16.00	\$220.00	3,520.00
Provider set-up	Provider Matters	October	2013	1.00	\$175.00	175.00
Providers service checklist	Provider Matters	August	2013	1.25	\$220.00	275.00
	Total Provider Matters					5,898.75
Advisory committee meeting	Quarterly Meetings	February	2013	8.00	\$0.00	1,000.00
Follow-up to quarterly meeting	Quarterly Meetings	June	2013	1.25	\$175.00	218.75
Perrine quarterly meeting	Quarterly Meetings	May	2013	8.00	\$0.00	1,000.00
Perrine quarterly meeting	Quarterly Meetings	August	2013	8.00	\$0.00	1,000.00
Quarterly meeting	Quarterly Meetings	November	2012	8.00	\$0.00	1,000.00
Quarterly meeting follow-up/Dr Nelson/data for research	Quarterly Meetings	February	2013	3.25	\$175.00	568.75
Quarterly meeting follow-up	Quarterly Meetings	September	2013	0.75	\$175.00	131.25
Quarterly meeting follow-up/UHC overbill	Quarterly Meetings	November	2012	3.50	\$175.00	612.50
	Total Quarterly Meetings					5,531.25
1st round test summary report	Reporting	July	2013	3.00	\$135.00	405.00
Analysis and special reporting of results	Reporting	July	2013	4.75	\$130.00	617.50
Budget assumptions and wording for court	Reporting	September	2013	0.75	\$220.00	165.00
Child adult test count reporting	Reporting	February	2013	2.50	\$135.00	337.50
Test descriptions/reporting	Reporting	September	2013	1.50	\$175.00	262.50
Diagnosis reports	Reporting	July	2013	1.50	\$220.00	330.00
DSD 5 year old report	Reporting	November	2012	5.75	\$135.00	776.25
Lead test summary sheet	Reporting	July	2013	10.75	\$135.00	1,451.25
Meeting on LabCorp report	Reporting	July	2013	1.50	\$135.00	202.50
Monthly report/schedule	Reporting	August	2013	3.50	\$220.00	770.00
Test summary report for Paige	Reporting	July	2013	0.75	\$135.00	101.25
	Total Reporting					5,418.75
2nd round testing meeting; 1st round testing research test sample	Review Testing Results	May	2013	5.75	\$135.00	776.25
First year research sample data	Review Testing Results	May	2013	5.75	\$135.00	776.25
Lab research data for Paige/Paige request	Review Testing Results	July	2013	1.50	\$175.00	262.50
Review test results summary report/conference call re test summary numbers	Review Testing Results	September	2013	1.75	\$135.00	236.25
Review Testing results	Review Testing Results	July	2013	10.00	\$175.00	1,750.00
	Total Review Testing Results					3,801.25
2nd round testing letter enhancement	Scheduling	May	2013	18.00	\$130.00	2,340.00
2nd round testing letter enhancement	Scheduling	June	2013	16.50	\$130.00	2,145.00
Call scheduling database	Scheduling	July	2013	1.50	\$135.00	202.50
Dr Nelson scheduling letters	Scheduling	March	2013	0.50	\$75.00	37.50
Edit scheduling letters	Scheduling	April	2013	4.50	\$130.00	585.00
K McIntyre/K McIntyre inquiry	Scheduling	March	2013	2.25	\$175.00	393.75
Kickoff/scheduling status meeting	Scheduling	July	2013	0.50	\$130.00	65.00
Meeting and scheduling	Scheduling	October	2013	0.75	\$135.00	101.25
Meeting on scheduling database/schedule database configuration	Scheduling	September	2013	2.50	\$135.00	337.50

Perrine DuPont 3rd Party Administrator Fees by Service Category Based on CTIA Non-Testing Year (Nov 2012 - Oct 2013) Services

Research for MS access appt scheduler	Scheduling	May	2013	2.00	\$135.00	270.00
Review scheduling letters	Scheduling	June	2013	10.75	\$130.00	1,397.50
Review scheduling phone script	Scheduling	June	2013	1.00	\$130.00	130.00
Round 2 prep/clinic times for scheduling	Scheduling	September	2013	4.50	\$175.00	787.50
Round 2 scheduling/testing/letters/address corrections	Scheduling	July	2013	11.25	\$130.00	1,462.50
Schedule meeting/address change instructions	Scheduling	August	2013	4.50	\$130.00	585.00
Schedule planning	Scheduling	July	2013	0.50	\$220.00	110.00
Scheduling	Scheduling	February	2013	0.50	\$75.00	37.50
Scheduling	Scheduling	October	2013	0.25	\$175.00	43.75
Scheduling review	Scheduling	October	2013	0.50	\$75.00	37.50
	Total Scheduling					11,068.75
Prepare information for scientific research	Scientific Research	August	2013	0.50	\$130.00	65.00
Itinerary/agenda for site visits	Site Visits	July	2013	1.50	\$175.00	262.50
Site visit/follow up	Site Visits	July	2013	11.75	\$175.00	2,056.25
Appts clinics/site visits	Site Vists	June	2013	4.25	\$175.00	743.75
	Total Site Visits					3,062.50
FAQ's	Telephone Operators	June	2013	0.50	\$220.00	110.00
Gantt chart Paige/site visits/phone script	Telephone Operators	June	2013	2.75	\$175.00	481.25
	Total Telephone Operators					591.25
	TOTALS			427.50		<u>70,829.86</u>

Perrine DuPont 3rd Party Administrator Fees by Service Category Based on CTIA Testing Year (Nov 2011 - Oct 2012) Services

<u>Description of Service</u>	<u>Category</u>	<u>Month</u>	<u>Year</u>	<u># of Hours</u>	<u>Rate</u>	<u>Amount</u>
Budget call	Budgeting	August	2012	1.00	\$175.00	175.00
Budget review	Budgeting	July	2012	0.50	\$210.00	105.00
Budget review	Budgeting	August	2012	1.00	\$220.00	220.00
Budget review	Budgeting	August	2012	1.00	\$175.00	175.00
Budget review/Labcorp questions/specialist	Budgeting	Jan	2012	11.75	\$175.00	2,056.25
Budget revisions	Budgeting	Dec	2011	14.00	\$220.00	3,080.00
September budget	Budgeting	July	2012	11.00	\$220.00	2,420.00
September budget	Budgeting	August	2012	0.50	\$220.00	110.00
	Total Budgeting					2,530.00
Appeal review	Claimant Appeals	September	2012	0.50	\$130.00	65.00
Appeal review	Claimant Appeals	October	2012	0.25	\$130.00	32.50
Claimant Mary Elder appeal	Claimant Appeals	September	2012	0.25	\$220.00	55.00
Draft 2 letters	Claimant Appeals	September	2012	0.75	\$220.00	165.00
Mary Elder appeal meeting	Claimant Appeals	September	2012	0.50	\$130.00	65.00
Mary Elder billing concern	Claimant Appeals	September	2012	1.50	\$175.00	262.50
Mary Elder claims/inquiry	Claimant Appeals	October	2012	2.25	\$175.00	393.75
Mary Elder review/Diandra	Claimant Appeals	June	2012	1.25	\$175.00	218.75
Mike Jacks/Mary Elder concern/calls/Diandra	Claimant Appeals	March	2012	2.50	\$175.00	437.50
	Total Claimant Appeals					1,695.00
Claimant Authorization document	Claimant Correspondence	Dec	2011	7.00	\$75.00	525.00
Conference call/claimant issues	Claimant Correspondence	March	2012	1.50	\$175.00	262.50
Draft out of area letter	Claimant Correspondence	Jan	2012	1.25	\$220.00	275.00
Reconsider letters	Claimant Correspondence	Nov	2011	3.25	\$220.00	715.00
	Total Claimant Correspondence					1,777.50
Database research/Diandra	Database	October	2012	1.00	\$175.00	175.00
Fee schedule and database	Database	Dec	2011	6.75	\$220.00	1,485.00
	Total Database					1,660.00
Batch 17-20 converted and imported to claim system; ID card spreadsheet created	ID Cards	Feb	2012	2.00	\$135.00	270.00
Update database/Caesar Bango issue/ID cards/provider meeting	ID Cards	March	2012	2.25	\$175.00	393.75
	Total ID Cards					663.75
Final protocols homework mailing	Planning	July	2012	5.75	\$175.00	1,006.25
Follow-up Medicare spreadsheet	Planning	October	2012	1.00	\$175.00	175.00
LabCorp out of area specialists	Planning	Dec	2011	36.75	\$175.00	6,431.25
Medical protocols physicians	Planning	Nov	2011	15.25	\$220.00	3,355.00
Medicare questionnaire call w/Christy Mullins/call to clinics	Planning	April	2012	1.50	\$175.00	262.50
Meeting re the review of flowcharts and coding	Planning	Nov	2011	5.00	\$300.00	1,500.00
Meetings face to face to setup/Labcorp	Planning	Dec	2011	1.50	\$175.00	262.50
No show recommendation	Planning	June	2012	0.50	\$175.00	87.50
Out of area letter	Planning	Jan	2012	0.75	\$130.00	97.50
Out of area letter entry; editing and review	Planning	March	2012	0.75	\$130.00	97.50
Out of area PCP letter	Planning	March	2012	8.75	\$220.00	1,925.00
Out of area procedure review	Planning	Feb	2012	1.75	\$130.00	227.50
Out of area review/ schedule meeting/Connie Boyles/ tox agreement	Planning	March	2012	1.50	\$175.00	262.50
Out of area scheduling recommendations	Planning	Dec	2011	1.75	\$220.00	385.00
Out of area selection/draft contracts/tox agreement/med monitoring	Planning	Jan	2012	19.00	\$175.00	3,325.00
Planning	Planning	Jan	2012	0.50	\$135.00	67.50



Perrine DuPont 3rd Party Administrator Fees by Service Category Based on CTIA Testing Year (Nov 2011 - Oct 2012) Services

Research to define 50-mile radius	Planning	Nov	2011	0.75	\$175.00	131.25
Status meetings	Planning	August	2012	0.75	\$220.00	165.00
Status update	Planning	Dec	2011	0.25	\$135.00	33.75
Weekly status meeting	Planning	Jan	2012	0.25	\$220.00	55.00
	Total Planning					19,852.50
Addendum to agreement/Diandra	Provider Agreements	May	2012	0.50	\$175.00	87.50
Calls with doctors/contracts/review Cathy Haggy/Dr Nelson	Provider Agreements	Jan	2012	25.50	\$175.00	4,462.50
Contract questions/schedule review/Dr Abesamis status	Provider Agreements	March	2012	2.25	\$175.00	393.75
CT scan information/RPA UHC contract inquiry	Provider Agreements	April	2012	1.50	\$175.00	262.50
Dr Abesamis contract/nephrologist inquiry/Shelby call with LabCorp	Provider Agreements	April	2012	3.25	\$175.00	568.75
Provider agreements UHC & toxicologist	Provider Agreements	Dec	2011	3.75	\$220.00	825.00
Provider contracts status reports	Provider Agreements	Nov	2011	6.00	\$220.00	1,320.00
Recommended changes to UHC fee schedule	Provider Agreements	July	2012	2.00	\$220.00	440.00
Revision to fee schedule UHC and RPA	Provider Agreements	March	2012	1.25	\$220.00	275.00
Roll out review/toxicology/contracts/budget	Provider Agreements	Dec	2011	25.00	\$175.00	4,375.00
RPA Agreement	Provider Agreements	Jan	2012	1.00	\$220.00	220.00
Toxicology draft contract	Provider Agreements	Jan	2012	0.75	\$220.00	165.00
UHC & radiology draft agreements	Provider Agreements	Dec	2011	3.25	\$220.00	715.00
	Total Provider Agreements					14,110.00
5/14/12 meetings, Boyles, Waggy, Nelson, LabCorp, Gulley	Provider Matters	May	2012	7.00	\$175.00	1,225.00
6/27/12 claimant issue w/LabCorp billing	Provider Matters	June	2012	1.00	\$175.00	175.00
BPC Clinic setup	Provider Matters	Nov	2011	3.50	\$175.00	658.75
BPC Urgent care setup	Provider Matters	Nov	2011	1.25	\$220.00	275.00
Call C Boyles/clinic questions/ C Waggy	Provider Matters	Feb	2012	1.25	\$175.00	245.00
Claimant review/provider research/OOH meeting	Provider Matters	April	2012	3.50	\$175.00	612.50
Clinic setups MedExpress & Bridgeport	Provider Matters	Dec	2011	9.50	\$220.00	2,090.00
Conf call providers	Provider Matters	Dec	2011	0.50	\$135.00	67.50
Conference call w/LabCorp	Provider Matters	August	2012	2.50	\$135.00	337.50
Conference call with MVA	Provider Matters	Dec	2011	0.50	\$130.00	65.00
Conference calls w/MedExpress and Bridgeport	Provider Matters	Dec	2011	1.50	\$130.00	195.00
Consulting meeting	Provider Matters	Nov	2011	1.50	\$135.00	202.50
Consulting on "don't keep records" requests	Provider Matters	Feb	2012	1.50	\$135.00	202.50
Contacting referral providers	Provider Matters	Jan	2012	10.00	\$175.00	1,750.00
Contacting referral providers	Provider Matters	Feb	2012	11.75	\$175.00	2,056.25
Diandra questions/clinic call	Provider Matters	Feb	2012	1.00	\$175.00	175.00
Face to face meetings w/clinics and Diandra	Provider Matters	Dec	2011	6.00	\$175.00	1,050.00
Final review/provider and claimant mailing	Provider Matters	August	2012	2.25	\$175.00	393.75
LabCorp conf call/Dr Guirguis discussions as nephrologist/provider update letter/OOH update	Provider Matters	April	2012	3.75	\$175.00	656.25
LabCorp/provider review	Provider Matters	April	2012	1.75	\$175.00	306.25
Mike Jack's inquiry/provider review	Provider Matters	April	2012	1.75	\$175.00	306.25
MVA setup/providers/call	Provider Matters	Dec	2011	9.00	\$175.00	1,575.00
New provider research nephrologist replacement	Provider Matters	April	2012	2.50	\$175.00	437.50
OOA provider meetings/research/review/new provider lookup research for specialists	Provider Matters	April	2012	3.50	\$175.00	612.50
OOA scheduling and status meeting	Provider Matters	April	2012	0.75	\$220.00	165.00
OOA status/call/internal meeting on providers/RPA agreement	Provider Matters	March	2012	4.25	\$175.00	743.75
Participant complaints/provider review/Dr Kahn	Provider Matters	March	2012	2.25	\$175.00	393.75
Perrine phone calls for providers TIN/NPI	Provider Matters	April	2012	2.25	\$75.00	168.75
Perrine provider/claimant packets for mailing	Provider Matters	July	2012	2.75	\$175.00	481.25
Plan overview letters to specialists	Provider Matters	June	2012	1.25	\$220.00	275.00
Provider building meeting	Provider Matters	Feb	2012	2.00	\$130.00	260.00
Provider lookup/OOH questions	Provider Matters	March	2012	0.50	\$175.00	87.50
Provider overview letters	Provider Matters	April	2012	6.75	\$220.00	1,485.00

Perrine DuPont 3rd Party Administrator Fees by Service Category Based on CTIA Testing Year (Nov 2011 - Oct 2012) Services

Provider planning meeting	Provider Matters	Nov	2011	2.00	\$130.00	260.00
Provider questions and review	Provider Matters	Feb	2012	5.25	\$175.00	918.75
Provider research network	Provider Matters	Dec	2011	4.00	\$175.00	700.00
Provider research planning/ set up	Provider Matters	Nov	2011	9.75	\$220.00	2,145.00
Provider research toxicologist/ CT	Provider Matters	Dec	2011	2.50	\$175.00	437.50
Provider research/network/Shinnston	Provider Matters	Dec	2011	4.50	\$175.00	787.50
Provider research/OOA meeting/scheduling recap	Provider Matters	May	2012	3.50	\$175.00	612.50
Provider research/review	Provider Matters	Nov	2011	21.50	\$175.00	3,762.50
Provider review/OOH meeting/quarterly meeting follow up	Provider Matters	March	2012	3.50	\$175.00	612.50
Provider set up	Provider Matters	March	2012	1.00	\$130.00	130.00
Provider status and clinic follow up	Provider Matters	Nov	2011	0.75	\$220.00	165.00
Providers fees and protocol	Provider Matters	Dec	2011	5.25	\$220.00	1,155.00
Recommendation update letter to providers	Provider Matters	April	2012	2.00	\$175.00	350.00
Recommendations/ out of area meeting/provider research	Provider Matters	Feb	2012	9.75	\$175.00	1,706.25
Review topics for call/contract questions/ clinic questions with toxicology	Provider Matters	March	2012	3.50	\$175.00	612.50
Seeking specialist	Provider Matters	May	2012	5.00	\$130.00	650.00
Seeking specialist	Provider Matters	June	2012	3.00	\$130.00	390.00
Shinnston Bridgeport Medbrook Pediatric	Provider Matters	Nov	2011	4.75	\$220.00	1,045.00
Specialist providers	Provider Matters	Dec	2011	2.75	\$220.00	605.00
Specialists updates to plan overview	Provider Matters	June	2012	0.50	\$220.00	110.00
Specialty document procedures	Provider Matters	Jan	2012	1.50	\$220.00	330.00
Topic reviews from Ed/Delois Caver questions/OOA provider questions	Provider Matters	April	2012	2.75	\$175.00	481.25
Toxicologist	Provider Matters	Dec	2011	0.75	\$220.00	165.00
Travel to Bridgeport	Provider Matters	Dec	2011	16.00	\$110.00	1,760.00
Travel to Bridgeport	Provider Matters	Dec	2011	16.00	\$87.50	1,400.00
U of Pitt questions	Provider Matters	Feb	2012	0.50	\$175.00	87.50
UHC hospital Jeff Boylard	Provider Matters	April	2012	0.50	\$175.00	87.50
UHC Imaging	Provider Matters	Dec	2011	1.75	\$220.00	385.00
	Total Provider Matters					50,172.44
S/15/12 Quarterly meeting fee	Quarterly Meeting	May	2012	8.00	\$0.00	1,000.00
AHM consult with DRB	Quarterly Meeting	Nov	2011	1.00	\$300.00	300.00
DRB & RJB 2/14/12 quarterly meeting	Quarterly Meeting	Feb	2012	8.00	\$0.00	1,000.00
Follow up to quarterly meeting	Quarterly Meeting	Feb	2012	16.75	\$220.00	3,685.00
Follow-up quarterly meeting: address updates, new procedure codes, follow-up visits and letters needed	Quarterly Meeting	September	2012	0.25	\$130.00	32.50
LabCorp inquiry from Diandra/follow up to quarterly meeting/provider research	Quarterly Meeting	May	2012	21.00	\$175.00	3,675.00
Meeting follow up	Quarterly Meeting	August	2012	0.50	\$175.00	87.50
Meeting follow up	Quarterly Meeting	September	2012	4.75	\$175.00	831.25
Meeting follow up tasks	Quarterly Meeting	September	2012	0.50	\$130.00	65.00
Meeting follow up/database review/LabCorp	Quarterly Meeting	Feb	2012	18.25	\$175.00	3,193.75
Meeting follow ups/ clinics	Quarterly Meeting	Dec	2011	2.50	\$175.00	437.50
Perinne quarterly meeting	Quarterly Meeting	August	2012	8.00	\$0.00	1,000.00
Quarterly meeting follow up	Quarterly Meeting	September	2012	1.75	\$175.00	306.25
Quarterly meeting follow up	Quarterly Meeting	September	2012	0.25	\$220.00	55.00
Quarterly meeting follow up	Quarterly Meeting	Feb	2012	0.50	\$120.00	60.00
Quarterly meeting follow up	Quarterly Meeting	March	2012	2.75	\$220.00	605.00
Quarterly meeting follow-up items/homework	Quarterly Meeting	August	2012	1.25	\$175.00	218.75
Quarterly meeting follow-up/billing-concerns/mailling	Quarterly Meeting	September	2012	1.00	\$175.00	175.00
Quarterly meeting review/LabCorp CPT/schedule of benefit	Quarterly Meeting	October	2012	2.75	\$175.00	481.25
Quarterly report	Quarterly Meeting	June	2012	4.75	\$175.00	831.25
Quarterly reports	Quarterly Meeting	May	2012	1.75	\$220.00	385.00
	Quarterly Meeting	August	2012	2.50	\$220.00	550.00
	Total Quarterly Meetings					18,975.00

Perrine DuPont 3rd Party Administrator Fees by Service Category Based on CTIA Testing Year (Nov 2011 - Oct 2012) Services

5 year old report	Reporting	October	2012	1.50	\$135.00	202.50
5 year old report	Reporting	September	2012	1.50	\$135.00	\$202.50
Monthly reports	Reporting	March	2012	2.00	\$220.00	440.00
Report review w/Ed/call w/ LabCorp/wrap up review	Reporting	Jan	2012	1.25	\$175.00	218.75
Reports from Ed review/PPO description homework assignment	Reporting	April	2012	2.00	\$175.00	350.00
Special report; claimants w/ med monitoring appts	Reporting	March	2012	0.50	\$130.00	65.00
	Total Reporting					1,478.75
Created scheduling database	Scheduling	Dec	2011	4.00	\$135.00	540.00
Meeting on scheduling	Scheduling	Dec	2011	0.50	\$135.00	67.50
Meetings	Scheduling	Nov	2011	18.25	\$75.00	1,368.75
OOA/Mike Jacks/scheduling questions	Scheduling	March	2012	2.75	\$175.00	481.25
Processing of new members	Scheduling	Dec	2011	1.50	\$135.00	202.50
Schedule review/discussions	Scheduling	Dec	2011	1.25	\$175.00	218.75
Scheduling	Scheduling	Nov	2011	75.50	\$75.00	5,662.50
Scheduling	Scheduling	Dec	2011	145.25	\$75.00	11,958.75
Scheduling	Scheduling	Jan	2012	173.50	\$75.00	13,406.25
Scheduling	Scheduling	Feb	2012	66.00	\$75.00	4,950.00
Scheduling	Scheduling	March	2012	105.00	\$75.00	7,875.00
Scheduling	Scheduling	April	2012	88.50	\$75.00	6,637.50
Scheduling	Scheduling	May	2012	42.25	\$75.00	3,168.75
Scheduling	Scheduling	June	2012	54.75	\$75.00	4,106.25
Scheduling	Scheduling	July	2012	98.25	\$75.00	7,368.75
Scheduling	Scheduling	August	2012	34.25	\$75.00	2,568.75
Scheduling	Scheduling	September	2012	10.75	\$75.00	806.25
Scheduling	Scheduling	October	2012	1.50	\$75.00	112.50
Scheduling database maintenance	Scheduling	April	2012	1.50	\$135.00	202.50
Scheduling review/budget review	Scheduling	July	2012	2.00	\$175.00	350.00
Scheduling-BPC	Scheduling	Nov	2011	0.75	\$220.00	155.00
	Total Scheduling					72,217.50
Cathy Waggy Inquiry - NOW shows	Testing Results Matters	July	2012	0.50	\$175.00	87.50
Diandra questions/Edith questions/LabCorp	Testing Results Matters	June	2012	2.25	\$175.00	393.75
Discussions w/DSD on LabCorp layout changes	Testing Results Matters	August	2012	1.50	\$135.00	202.50
Ed's memo research/LabCorp /schedule of benefits/provider questions	Testing Results Matters	June	2012	3.50	\$175.00	612.50
Ed's memo research/LabCorp follow up	Testing Results Matters	June	2012	1.50	\$175.00	262.50
Hemocult and Fecal letters/mailling	Testing Results Matters	October	2012	41.75	\$75.00	3,131.25
HL7 Spec Review/database design	Testing Results Matters	Nov	2011	11.75	\$135.00	1,586.25
HL7 SQL Coding	Testing Results Matters	March	2012	2.25	\$135.00	303.75
Hypersend results file	Testing Results Matters	Dec	2011	0.50	\$135.00	67.50
Hypersend test/install	Testing Results Matters	Nov	2011	1.50	\$135.00	202.50
Lab Corp setup	Testing Results Matters	Nov	2011	2.75	\$135.00	371.25
LabCorp HL7 download	Testing Results Matters	July	2012	0.50	\$175.00	87.50
LabCorp HL7 reports	Testing Results Matters	October	2012	2.00	\$135.00	270.00
LabCorp lead update to procedures/ call	Testing Results Matters	June	2012	2.75	\$175.00	481.25
LabCorp OOA meeting/Cathy Waggy	Testing Results Matters	May	2012	1.75	\$175.00	306.25
Lead level conference call	Testing Results Matters	July	2012	0.50	\$175.00	87.50
Lead research/final protocols homework	Testing Results Matters	July	2012	2.50	\$175.00	437.50
Meeting on LabCorp electronic data	Testing Results Matters	July	2012	0.50	\$135.00	67.50
Pediatric lead levels Inquiry for Diandra/LabCorp	Testing Results Matters	July	2012	1.75	\$175.00	306.25
Update and review of LabCorp results	Testing Results Matters	September	2012	1.50	\$135.00	202.50
	Total Testing Results Matters					9,467.50
					<u>1,629</u>	<u>194,599.94</u>

# **EXHIBIT B**

**Fw: Proposed Fee Schedule for Perrine**

Ed Gentle [escrowagen@aol.com]

**Sent:** Friday, February 27, 2015 12:14 PM

**To:** Teri Thomas

**Attachments:** 2015Proposed Fee Schedule.pdf (15 KB)

Dload m print

Sent from my BlackBerry 10 smartphone.

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**From:** Donald Brandt <dbrandt@claimtechnologies.com>

**Sent:** Friday, February 27, 2015 11:47 AM

**To:** Ed Gentle

**Cc:** Randy Brandt; Rob Rater

**Subject:** Proposed Fee Schedule for Perrine

---

Ed, Attached is a proposed fee schedule for Perrine.

- Proposal includes a 15.5% reduction in the "per Claimant monthly fee"
- A decrease from \$1.65 to \$1.40
- Annual savings of \$12,264
- Proposed effective date is January 1, 2015 to be in sync with budget process

Let me know what you think.

Donald Brandt

President

Claim Technologies Inc.

100 Court Ave Suite 306

Des Moines, IA 50309

888-220-2445 x 233

515-244-8650 (fax)

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Fee Pricing Schedule Effective January 1, 2015				
Description	Units	Fees		
		2015	2016	2017
Initial Fee to set-up CTIA Systems due at signing of Administration Agreement	Per Year	\$0	\$0	\$0
Provider Negotiations of Fee Schedules Determine Fee Schedules Negotiate Contracts Set-up EDI Interface	Per Hour	Hourly Fees Travel, Lodging & Out-of-Pocket Expenses		
Communication Materials as coordinated with and authorized by the Special Master, including but not limited to: Letters and Envelopes Schedule of Benefits Newsletters Email Notifications		Design & materials cost + 10% surcharge Mail house charges + 10% surcharge Postage at actual cost Actual cost + 10%		
Production and Distribution of Plastic ID Cards	Per ID Card	\$1.95	\$2.00	\$2.00
		Postage at actual Cost		
Administrative Services as defined in the Proposal Summary including the following: Enrollment Services, Financial Services, Claim Processing, EOBs, Customer Service, Toll Free Telephone Service, On-line Verification of Coverage for Providers, EDI Clearing House Fees, Record Maintenance, Secure Off-site Back-up of Records		Per Active Claimant Fee per Month		
	Number of Active Claimants	2015	2016	2017
	3,000-5,000	\$1.40	\$1.45	\$1.50
		Postage to be Reimbursed at Actual Cost		
Scheduling/ Appointment Reminder Letters Up to three letters per Participant every other year	Per letter	\$1.50	\$1.65	\$1.60
		Postage at actual Cost		
Central Repository for Test Results Follow-up letters to Providers to obtain test results Collection of test results Maintenance of test results Download of test results to clinical research facility Secure off-site Back-up of all records	Per Test	\$5.50	\$5.50	\$5.50
Quarterly Meetings Reports Presentation	Per Meeting	\$1,000 per meeting Travel, Lodging & Out-of-Pocket Expenses		
Consulting Services, other than those specifically identified by the Administrative Services Agreement, and authorized by the Special Master	Per Hour	Hourly Fees Travel, Lodging, & Out-of-Pocket Expenses		
Hourly Fees	Per Hour	Partner \$220 Account Executive \$175 Senior Consultant \$175 IT Consultant \$135 Consultant \$130 Telephone Scheduler \$75 Travel at 50% of normal hourly fees		

# **EXHIBIT C**

# PERRINE MEDICAL MONITORING PROGRAM

## THIRD PARTY ADMINISTRATOR PROJECTED EXPENSES

	CTIA QUOTE <sup>1</sup>			GTS&H QUOTE			POTENTIAL SAVINGS/LOSS WITH GTS&H	
	FULL OUTREACH	REDUCED <sup>2</sup> OUTREACH		FULL OUTREACH	REDUCED OUTREACH		FULL OUTREACH	REDUCED OUTREACH
NON-TESTING YEAR	\$154,466.00	\$154,466.00		\$100,000.00	\$80,000.00		\$54,466.00	\$74,466.00
TESTING YEAR	\$344,136.80	\$344,136.80		\$250,000.00	\$200,000.00		\$94,136.80	\$144,136.80
<b>TOTALS</b>	<b>\$498,602.80</b>	<b>\$498,602.80</b>		<b>\$350,000.00</b>	<b>\$280,000.00</b>		<b>\$148,602.80</b>	<b>\$218,602.80</b>
<sup>1</sup> The amounts for CTIA's fee quotes represent (i) the previous non-testing year fee quote with administrative fee reduction (\$154,466), plus (ii) projected upcoming testing year services (\$344,136.80) and representing the average Third Party Administrator costs during the prior Medical Monitoring Program testing periods with the \$12,264 administrative fee reduction.								
<sup>2</sup> We do not have a complete CTIA fee quote for services with reduced claimant outreach.								



# **EXHIBIT D**



**CTI ADMINISTRATORS, INC.**

April 2, 2015

Mr. Edgar C. Gentle, III Esq.  
GENTLE, TURNER, SEXTON, HARBISON  
501 Riverchase Pkwy E. Ste 100  
Hoover, AL 35244

Sent via email: escrowagent@aol.com

RE: Perrine-DuPont Proposed Revisions to Fee Schedule

Dear Ed:

This proposal replaces the proposal I sent you on March 9<sup>th</sup>. Also included is a budget that reflects our adjusted fees.

We have developed a revised fee schedule and scheduling protocol for the Perrine Medical Monitoring plan that I hope you will find in alignment with your evolving needs.

The primary objective of the **“revised calling protocol”** is to provide an option that would allow personnel from the claim office in Spelter to contact the claimants rather than CTIA staff. Additionally, the proposal assumes that only those claimants that participated in the 1<sup>st</sup> two rounds will be called in round three (a reduction from 4,088 to 2,238). Further, the number of calls will be reduced from three per claimant to two.

The secondary objective is to reduce the **“per claimant per month”** fee being charged by CTIA.

I have included a brief description of the methodology and rationale we used for our proposal. This should be enough background for us to meet and discuss our recommendations.

**Revised Calling Protocol**

**1. System Overview**

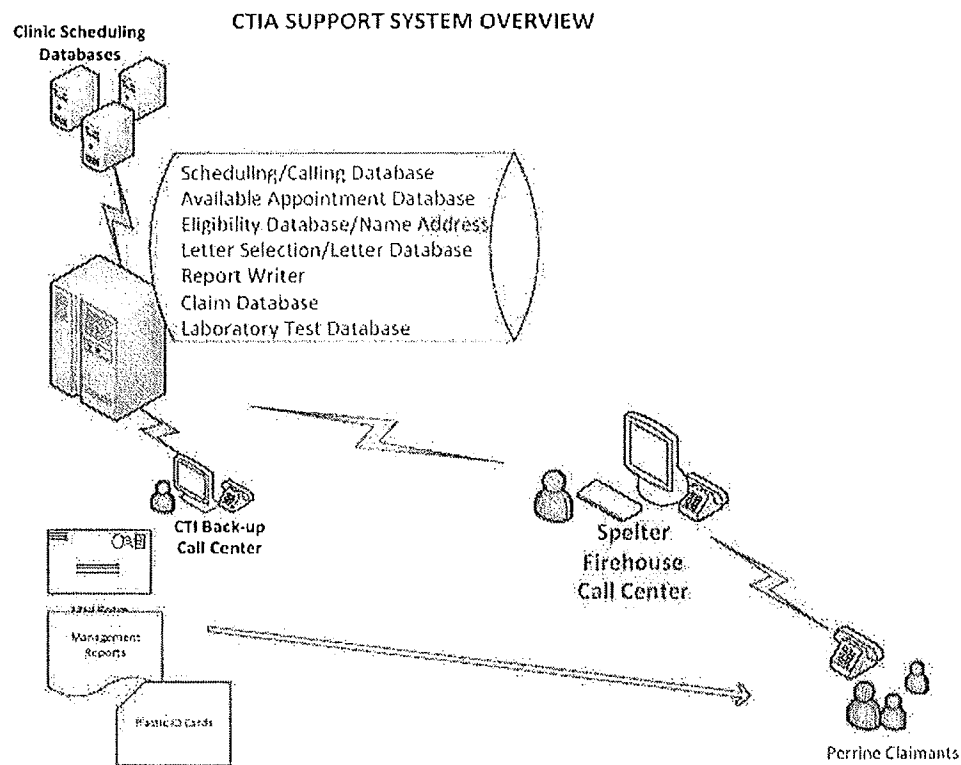
Following is a chart showing the system that will be used to support the proposed **“Revised Calling Protocol”**. The basic concept of the revised protocol is to allow the staff in the Spelter claim office to initiate scheduling calls while continuing to be fully supported by CTIA’s computer systems and staff. CTIA

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**100 Court Avenue – Suite 306, Des Moines, Iowa 50309-2295**  
**Telephone: (515) 244-7322 / Fax: (515) 244-8650**  
**E-Mail: dbrandt@claimtechnologies.com**

will still supply the training, necessary databases, letter design, printing and mailing as well as the scheduling interface with the clinics, (available appointment times, cancellations, etc.). Nothing would change other than who would initiate the scheduling calls. This addresses your desire for a “boots on the ground” approach that may increase participation while still using the record keeping and system support that has been developed over the past four years.

To accomplish this, CTIA will establish a remote workstation(s) in the Spelter claim office that would allow secured remote access into our system. This is a thoroughly tested methodology as we used remote access for approximately 25% of our scheduling calls during round 2 of the Medical Monitoring program. We found remote access to especially helpful when calling in the evenings and on week-ends.



## 2. GTSH Role

GTSH staff in the Spelter claim office would be responsible for calling claimants to schedule an appointment with the clinics. The schedulers would be fully supported by the systems CTIA developed and used for rounds one and two. Training is straight forward and can be accomplished in less than a day.

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**E-Mail: [dbrandt@claimtechnologies.com](mailto:dbrandt@claimtechnologies.com)**

There are five integrated databases that constitute the heart of the system. Following is a brief description of these integrated databases and their importance to the calling and reporting process:

- Clinic Scheduling Databases These interactive databases between CTIA and the clinics allocate available appointment times and record appointments. They allow the schedulers to make appointments directly with the clinics and are updated with available appointment times on a daily basis.
- Calling Database This database controls who the scheduler should call next. It can be used by multiple callers and keeps the callers from overlapping each other. It also groups the claimants by families which facilitates the scheduling process.
- Transaction/Claimant Status Database This database keeps track of the status of each claimant. For example; called & scheduled, don't want to participate, bad phone number, want to schedule appointments themselves, etc.
- Letter Database When the scheduler finishes the call, they will select the appropriate status code and enter it into the claimant's record. This will automatically generate a letter to the claimant. There are already more than 20 different letters programmed in the system. We can add new letters or change the existing letters as needed. This also facilitates customer service as the scheduler can view the complete history of every letter sent from the beginning of round one.
- Eligibility Database The eligibility database can be used by the scheduler to modify address and phone numbers during the call. There is also a notes field in which the scheduler can enter free form notes relating to the call with the claimant.

### 3. CTIA Role

CTIA will support the schedulers with the complete system capabilities available to our staff during rounds one and two. We will provide all the necessary services previously provided except for scheduling the calls. I also want you to know that we can help with the calls if additional assistance is needed. Our staff will be ready to help on an almost immediate basis.

For background on the previous effort required; we put in over 1,400 hours for round two calling so you might need help if you get behind or want help with after-hours calling.

### Reduction in Fees

- We are proposing a reduction in the “per claimant per month” fee by 34%.
  - The fee would be based upon **Active Claimants**.
  - The fee would be \$2.25 per **Active Claimant per Month**.
  - The reduction, based upon the current number of active claimants, 2,238, would reduce our fees by \$63,312 over 24 months.
- We estimate that CTIA’s fees for the Third Round of Scheduling Calls will be \$62,661 and require 692 hours. If you prefer, GTSH can initiate the calls from the Spelter claim office and CTIA will provide the necessary backroom support.
- In total CTIA’s fees will decline by over \$164,000 compared to round 2.

<b>Projected Savings vs Round 2</b>	
1st 12 months	<b>\$132,741</b>
2nd 12 months	<b>\$31,351</b>
	<b>\$164,092</b>

- We are proposing that the Revised Fee Schedule become effective May 1, 2015.

Please refer to the Revised Fee Schedule on the following page for a complete recap of our proposed fees.

Fee Schedule Effective May 1, 2015				
Description	Units	Fees		
		2015	2016	2017
<b>Provider Negotiations of Fee Schedules</b> Determine Fee Schedules Negotiate Contracts Set-up EDI Interface	Per Hour	Hourly Fees plus Travel, Lodging & Out-of-Pocket Expenses		
<b>Communication Materials as coordinated with and authorized by the Special Master, including but not limited to:</b> Letters and Envelopes Schedule of Benefits Newsletters		Design & materials cost + 10% surcharge Mail house charges + 10% surcharge Postage at actual cost		
<b>Production and Distribution of Plastic ID Cards</b>	Per ID Card	\$1.95	\$2.00	\$2.05
<b>Administrative Services as defined in the Proposal Summary including the following:</b>  Claim Processing, EOBs, Customer Service, Toll Free Telephone Service, On-line Verification of Coverage for Providers, Eligibility Record Maintenance, Secure Off-site Back-up of Records		Per Active Claimant Fee per Month		
	Number of Active Claimants at beginning of budget year	2015	2016	2017
	less than 1,500	\$3.25	\$3.35	\$3.45
	1,251-1,500	\$3.00	\$3.10	\$3.20
	1,501-1,725	\$2.75	\$2.85	\$2.95
	1,726-2,000	\$2.50	\$2.60	\$2.70
	2,001-2,250	\$2.25	\$2.35	\$2.45
	2,250 & more	\$2.00	\$2.10	\$2.20
		Postage to be Reimbursed at Actual Cost		
<b>Scheduling/ Appointment Reminder Letters</b> Scheduling/reminder letters per Participant	Per letter	\$1.50	\$1.55	\$1.60
<b>Central Repository for Test Results</b> Follow-up letters to Providers to obtain test results Collection of test results Maintenance of test results Download of test results to clinical research facility Secure off-site Back-up of all records	Per Test	\$5.50	\$5.50	\$5.50
<b>Quarterly Meetings</b> Reports and Meeting Attendance	Per Meeting	\$1,000 per meeting plus travel, lodging, and out-of-pocket expenses		
<b>Consulting Services, other than those specifically identified by the Administrative Services Agreement, and authorized by the Special Master</b> Travel, lodging, & Out-of-pocket expenses	Per Hour	Hourly Fees		
<b>Hourly Fees</b>	Per Hour	As incurred and approved Partner \$220 Account Executive \$175 Senior Consultant \$175 IT Consultant \$135 Consultant \$130 Telephone Scheduler \$75 Travel at 50% of normal hourly fees		
<b>As Needed, CTIA employees calling claimants to schedule appointments. This includes voice and data transfer charges incurred as part of the scheduling calling protocols.</b>	Per Hour	\$75.00	\$77.00	\$80.00
<b>GTSH calling claimants to schedule appointments.</b> Voice and data transfer charges incurred as part of the scheduling protocol.		Personnel expenses borne by GTSH		
<b>Remote workstations to interface with CTIA databases/support systems.</b>	Per Workstation per month	\$300.00	\$300.00	\$300.00


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**E-Mail: dbrandt@claimtechnologies.com**

We have prepared a budget for the next round that includes having CTIA perform the scheduling calls. As mentioned previously, if GTSH prefers to handle the calls themselves, CTIA will provide the backroom support.

We appreciate the opportunity to work with you on the Perrine Medical Monitoring Plan and look forward to continuing our relationship.

Sincerely,



Donald R. Brandt  
President

Copy: Kip Harbison  
Terry Turner  
Randy Brandt

Attachments: Round three Budgets

Perrine Budget Sep 2016 - Aug 2017

Active 2238 Participants		Round 2 Actual YTD	Round 2 Year-End Projected	Projected Page 2 of 2													Projected Savings
Category	Assumptions	9/14-8/15	9/14-8/15	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Total	
Service Fee	\$225 per Active participant per month	\$59,717	\$92,088	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$60,426	\$31,662
Consulting	same as 9/14-8/15	\$16,881	\$18,900	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$18,900	
Mark-Up of Communication Materials	same as 9/14-8/15	\$911	\$600	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$1,511	\$911
Letters	same as 9/14-8/15	\$44	\$120	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$120	
ID Cards	# of participants @ \$1.95	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Report Fee	8 monthly reports @ \$350 each	\$2,800	\$2,800	\$350	\$350	\$0	\$350	\$350	\$0	\$350	\$350	\$0	\$350	\$350	\$0	\$2,800	
Central Repository		\$1,458	\$1,600	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$600
Scheduling Calls provided by CTIA Staff	Initial Setup	\$0	\$0													\$0	
	1st Call	\$0	\$0													\$0	
	2nd Call	\$0	\$0													\$0	
	3rd Call	\$0	\$0													\$0	
		\$68,511	\$116,108	\$7,521	\$7,521	\$6,671	\$7,021	\$7,021	\$6,671	\$7,021	\$7,021	\$6,671	\$7,021	\$7,021	\$6,671	\$83,846	\$31,351
Claims Expense	same as 9/14-8/15	\$28,200	\$28,200	\$5,300	\$7,000	\$1,600	\$6,900	\$2,700	\$3,200	\$1,280	\$100	\$0	\$0	\$0	\$0	\$28,080	

Projected Savings vs Round 2	
1st 12 months	\$132,741
2nd 12 months	\$31,351
	\$164,092



Perrine Budget Sep 2015 - Aug 2016		Round 2	Projected Page 1 of 2													Projected
Active Participants	2238	Actual														Savings
Category	Assumptions	9/13-8/14	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Total	
Service Fee	\$2,250 per Active participant per month	\$92,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$5,036	\$60,426	\$31,660
Consulting	same as 9/12-8/13	\$9,000	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$9,000	
Mark-Up of Communication Materials	same as 9/12-8/13	\$2,457	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400	\$57
Letters	66% of 9/12-8/13	\$17,636	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000	\$5,636
ID Cards	# of participants @ \$1.95	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Report Fee	8 monthly reports @ \$350 each	\$2,800	\$350	\$350	\$0	\$350	\$350	\$0	\$350	\$350	\$0	\$350	\$350	\$0	\$2,800	-\$700
Central Repository		\$24,976	\$0	\$0	\$200	\$500	\$2,000	\$4,000	\$4,000	\$4,000	\$4,000	\$2,000	\$2,000	\$2,000	\$24,700	\$276
Scheduling Calls	Initial set-up	\$31,411	\$5,622	\$5,622											\$11,244	\$20,167
Provided by CTIA	1st Call	\$52,063			\$7,125	\$7,125	\$7,125	\$7,125							\$28,500	\$23,563
Start	2nd Call	\$41,859							\$5,729	\$5,729	\$5,729	\$5,729			\$22,916	\$18,943
	3rd Call	\$33,139													\$0	\$33,139
		\$906,727	\$7,336	\$7,336	\$7,186	\$7,836	\$9,336	\$10,986	\$11,336	\$11,336	\$10,986	\$9,336	\$9,336	\$8,986	\$111,326	\$132,741
Claims Expense	same as 9/12-8/13	\$110,852	\$2,000	\$7,000	\$7,000	\$15,000	\$15,000	\$20,000	\$19,000	\$17,000	\$6,000	\$2,000	\$1,000	\$0	\$111,000	

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# **EXHIBIT B TO REPORT**

**AGREEMENT FOR THIRD PARTY ADMINISTRATOR SERVICES**

**for the**

**LENORA PERRINE, ET AL., v. E.I. DuPONT DE NEMOURS AND COMPANY, ET AL.,**

**SETTLEMENT**

**by and through**

**THE SPECIAL MASTER AND CLAIMS ADMINISTRATOR**

**and**

**CTIA ADMINISTRATORS, INC.,**

Submitted to the Court  
in camera, on April 23, 2015  
and approved by Court Order  
dated April \_\_\_, 2015

**THIS AGREEMENT**, entered into April 20, 2015, and effective upon Court approval ("Effective Date") between CTI Administrators, Inc., a corporation with its principal place of business at 100 Court Avenue, Suite 306, Des Moines, Iowa 50309 ("CTIA" or "CTI Administrators") and the *Lenora Perrine, et al., v. E.I. DuPont de Nemours and Company, et al.*, Settlement (hereinafter "Spelter Settlement") which was approved by the Circuit Court of Harrison County, West Virginia, Case No. 04-C-296-2 (the "Court"), by Order dated January 4, 2011, and January 18, 2011, by and through the appointed Special Master and Claims Administrator, Edgar C. Gentle, III., Esq., of the firm of Gentle Turner Sexton & Harbison (hereinafter collectively referred to as "Sponsor"). The principal place of business of the Spelter Settlement, as administered by the Special Master and Claims Administrator is 55 B Street, Spelter, West Virginia, 26438, and the principal place of business of the Special Master and Claims Administrator is Gentle Turner Sexton & Harbison, 500 Riverchase Parkway East, Suite 100, Hoover, Alabama, 35244. A copy of the January 18, 2011 Final Order Setting Forth the Scope and Operation of the Medical Monitoring Plan, and establishing the authority of the Special Master and Claims Administrator to enter into said Agreement is attached hereto as Exhibit A;

WHEREAS, by Final Order Approving Settlement entered January 4, 2011, in *Lenora Perrine, et al., v. E.I. DuPont de Nemours and Company, et al.*, Case No. Case No. 04-C-296-2 (the "Perrine DuPont Case"), the Court approved the proposed settlement of the parties, providing a Medical Monitoring Plan, to be paid on a "pay-as-you-go" basis by the Defendants for the benefit of the Class (the "Medical Monitoring Plan" or the "Plan"). Said Final Order Approving Settlement is attached hereto as Exhibit B;

WHEREAS, by Final Order dated January 4, 2011 and January 18, 2011, the Court established the Medical Monitoring Plan and appointed Edgar C. Gentle, III., Esq., as Special Master and Claims Administrator of the Plan. Said Final Orders are attached hereto as Exhibits A and B;

WHEREAS, the Court ordered that all participating Class Members may be tested every two years, for a total testing period of 30 years. The voluntary screening exam for participants includes a whole blood test for those below age 15, and blood and urine testing for those from 15 to 35. All ages may be tested for plumbism (lead poisoning) based on the blood test. Those ages 15 and above may be tested for urinary system problems, age 15 and above for skin cancer, age 15 and above for gastrointestinal system problems, and age 35 and above for lung cancer;

WHEREAS, the Court in its January 4, 2011 Order determined that participating Class Members may be eligible for CT scans only where "a competent physician determines that a CT scan is diagnostically medically necessary as relevant to the possible exposure to heavy metal contamination", and the Court also determined that before receiving the non-routine lung system (CT) tests, all females ages 35-55 will receive a rapid pregnancy test, and pregnant class members will not be tested;

WHEREAS, the Court ordered that, after each screening, the Class Member is to receive the confidential test results, and will be entitled to a physician office visit, where said Claimant shall be allowed to discuss her/his medical history, have a physical exam, and review his/her test results with the physician. If there is a positive finding of disease, said Claimant will be referred to a medical specialist for follow-up treatment, but the Settlement will not provide for and DuPont will not pay for such follow-up treatment;

WHEREAS, on February 28, 2011, the Court entered the Final Order Approving Health Care Provider Third Party Administrator Request for Proposals and the Candidate List, in Exhibit C;

WHEREAS, on March 1, 2011, the Sponsor issued the Request for Proposals for Third Party Administrators for the Administration of a Medical Monitoring Program in the Perrine DuPont Case, in Exhibit D;

WHEREAS, on March 31, 2011, a Response to said Request for Proposals was submitted to the Sponsor by CTIA in Exhibit E;

WHEREAS, the Sponsor and the Finance Committee jointly recommend to the Court that CTIA be awarded this Agreement;

WHEREAS, on June 3, 2011, the Court entered an Order approving the Health Care Provider Third Party Administrator Agreement with CTIA, and CTIA has been providing Medical Third Party Administrator Services (the "TPA Services") since this date, including negotiating and developing fees for the services required to implement the Medical Monitoring Plan, arranging for Class Members to be tested in accordance with the Medical Monitoring Plan, creating and maintaining a database to implement the Medical Monitoring Plan, communicating with Class Members regarding the Medical Monitoring Plan, processing claims for services performed in accordance with the Medical Monitoring Plan and consulting with the Sponsor on related services as provided herein;

WHEREAS, Sponsor desires to enter into this new Agreement with CTIA for it to continue providing the TPA Services for the Medical Monitoring Plan, all in accordance with the CTIA Budget (See Exhibit J); and

WHEREAS, Sponsor and CTIA have agreed that CTIA will exclusively provide the TPA Services for the Sponsor for the duration of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

## **I. DEFINITIONS**

All words and phrases defined below shall have the following meaning:

A. "Benefits" means:

- i. Voluntary screening exams and follow-up physician visits for eligible participating Claimants every two (2) years for a total testing period per Claimant for up to thirty (30) years as described in the March 30, 2007 Dr. Werntz Report as modified by the November 19, 2010 Memorandum of Understanding, both in Exhibit I, as clarified by the Court Orders in Exhibits A and B. If there is a conflict in the construction or interpretation of the Dr. Werntz Report and the Memorandum of Understanding, the Memorandum of Understanding governs. If there is a conflict in the construction or interpretation of the Memorandum of Understanding and a Court Order, the Court Order governs.
- ii. Voluntary screening exams include:
  - 1. Those below the age of 15 shall receive a whole blood test;
  - 2. Those from ages 15 to 35 shall receive blood and urine testing;
  - 3. All ages shall receive testing for plumbism based upon blood tests;
  - 4. Those ages 15 and above may be tested for (i) urinary system problems; (ii) cancer, as described in the Dr. Werntz Report; and (iii) gastrointestinal system problems; and
  - 5. Those ages 35 and above may be tested for lung cancer.
- iii. CT scans may be provided only where "a competent physician determines that a CT scan is diagnostically medically necessary as relevant to the possible exposure to heavy metal contamination"<sup>1</sup>;

B. "Business Associate" means an entity, as defined by HIPAA that performs a function or activity on behalf of the Medical Monitoring Plan that has access to individual identifiable protected health information (PHI).

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<sup>1</sup>Before receiving the non-routine lung system (CT) tests, all females ages 35-55 will receive a rapid pregnancy test, and pregnant class members will not be tested.

C. "Claim" means a Claim submitted by a Provider to CTIA, which includes all data requirements of a CMS 1500, or UB04 form, and which contains all necessary data to make it understood and clear as to Plan provision payment or denial. Claim includes both approved and disapproved claims.

D. "Claim Clearing House" means an organization that receives claims in an electronic format and forwards claims to Insurance Carriers, Third Party Administrators, and/or PPO and/or other developed Medical Networks.

E. "Claim Fund" means the monies provided by Sponsor to pay for Benefits allowable from processed Claims and other obligations specified in this Agreement and the Medical Monitoring Plan.

F. "Claimant" or "Member" means a Medical Monitoring Class Member who has decided to participate in the Medical Monitoring Plan by checking the "yes" box on Part I of his or her Medical Monitoring Registration Form, subject to the Claims Administrator's verification of the individual as a Claimant. The list of Claimants shall be provided by Sponsor to CTIA. There are adult and children Claimants.

G. "Commissioner" refers to the commissioner of insurance of any state in which services are performed under the terms of this Agreement, namely the Commissioner of Insurance of the State of West Virginia, or of other states where services are performed.

H. "Compensation and Pricing Terms" means the negotiated compensation and pricing terms of this Agreement set forth in Exhibit G, which is incorporated by reference.

I. "Complete Claim" means a Claim received by the TPA, which includes all data requirements of a health insurance claim form CMS-1500, or UB-04 form. It is a Claim which contains all necessary data to make it understood and clear as to Plan payment or denial.

J. "CTIA Proposal" collectively means CTIA's March 31, 2011 written proposal in response to the RFP, attached as Exhibit E, as revised by its most recent fee proposal of April 2, 2015, attached as Exhibit J.

K. "CTIA Reports" mean the CTIA reports agreed to by CTIA and the Sponsor and described in Exhibit F, which is incorporated by reference.

L. "Eligibility Database" or "Database" means the database of Claimants.

M. "Eligibility Database Maintenance" is the function of entering and maintaining data into

CTIA's computer system regarding Claimants in the Medical Monitoring Plan. Pertinent data for this function includes, but is not limited to the Claimant's:

- i. Name;
- ii. Assigned unique identifier number;
- iii. Address;
- iv. Social Security Number;
- v. Gender;
- vi. Date of Birth;
- vii. Legal Guardian (if applicable, for minors and incompetents);
- viii. Initial Enrollment Date;
- ix. Date of Initial Testing Procedure;
- x. Subsequent Testing Procedures;
- xi. Referrals;
- xii. Refusal of any offered testing procedures;
- xiii. Termination date.

N. "Fee Schedule" means the allowable fees paid for Benefits services provided for specific Testing and Clinic Procedure Codes, and other fees, which is in Exhibit G and is incorporated by reference. The Fee Schedule will be supplemented from time to time with the actual Provider fees to be charged for Benefits.

O. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

P. "Incomplete Claim" means a Claimant's claim for Benefits that does not include all of the data requirements of CMS 1500 or UB-04 forms.- It is a claim, which does not contain all necessary data to make it understood and clear as to Medical Monitoring Plan provision payment or denial.

Q. "Information" means all information, materials and data relative to this specific Medical Monitoring Plan, of any nature and in whatever medium transmitted by CTIA to Sponsor or submitted or provided by Sponsor to CTIA, including, without limitation, claim data, claim documents, policies, Plan documents, files, records and all other information of any nature transmitted. The term "Information" shall also include all such information, materials and data relative to this specific Medical Monitoring Plan transmitted or submitted to CTIA on behalf of Sponsor by any third party. This term does not include personal information supplied by Claimants or providers relative to specific and individual claim situations.

R. "Mandatory Terms" means the mandatory terms of this Agreement in Exhibit H, as required by the RFP, which CTIA and the Sponsor incorporate into this Agreement.



S. "Medical Monitoring" or "Medical Monitoring Plan" or "Plan" or "Medical Monitoring Program" all refer to the Medical Monitoring Plan as set for in this Court's February 28, 2011 Order, in Exhibit C and the RFP in Exhibit D, and as described herein.

T. "Payment" means the actual amount paid on behalf of the Claimants for Benefits described in the Medical Monitoring Plan.

U. "PHI" means Protected Health Information. It is the Individually Identifiable Health Information as defined by HIPAA.

V. "Plan Set-Up" means the work necessary to set the parameters of CTIA's computer system(s) appropriately for the Benefits peculiar to each Plan being administered by CTIA. Examples include Benefit definitions, edit routines, and automated correspondence.

W. "Providers" includes all medical and testing service providers used by the Plan.

X. "RFP" means the Sponsor's March 1, 2011 Request for Proposals for Third Party Administrator ("TPA") services with respect to the TPA Services described herein, a copy of which is Exhibit D and is incorporated by reference.

Y. "Questionable Claim" means all Claims or charges therefrom where the Plans provisions are unclear as to the payment of denial of Claims.

Z. "Received Claim" means any Claim received by CTIA on behalf of a Claimant on or before the last day of the Initial or Renewal Term of this Agreement.

AA. "Services" means Communications, Enrollment Services, Claim and Other Services and obligations to be performed by CTIA for the Medical Monitoring Plan, as stated in Section II of this Agreement.

BB. The terms "TPA", "Third Party Administrator", "CTI Administrators, Inc.," "CTIA", and "CTIA" are used interchangeably.

## **II. THIRD PARTY ADMINISTRATOR SERVICES PROVIDED BY CTI ADMINISTRATORS, INC.**

### **A. Benefits to Be Administered**

Sponsor is securing the services of the TPA to administer the following limited Benefits as provided for in the Orders in Exhibits A, B, and C, and described herein:

- i. Testing and follow up doctor visits for eligible Claimants every two (2) years for a total testing for up to thirty (30) years.
- ii. Voluntary screening exams:
  1. Those below the age of 15 shall receive a whole blood test;
  2. Those from ages 15 to 35 shall receive blood and urine testing;
  3. All ages shall receive testing for plumbism based upon blood tests;
  4. Those ages 15 and above may be tested for (i) urinary system problems; (ii) cancer, as described in the Dr. Werntz Report; and (iii) gastrointestinal system problems; and
  5. Those ages 35 and above may be tested for lung cancer.
- iii. CT scans only where “a competent physician determines that a CT scan is diagnostically medically necessary as relevant to the possible exposure to heavy metal contamination”<sup>1</sup>.

**B. TPA Services.** CTIA shall provide TPA Services to implement and maintain the Benefits of the Medical Monitoring Program described herein, including, but not limited to: (i) maintaining the eligibility database in a HIPAA compliant manner, in a manner consistent with the terms of the Orders in Exhibit A, B and C, and all applicable Federal and State laws; (ii) the administering of the medical and testing services within an annual proposed budget; and (iii) engaging, as needed, additional Providers. In doing so, CTIA shall provide medical testing and services and follow up physician visits, Medical Monitoring referrals, Medical Monitoring Claimant database development and maintenance, communication, customer service, and related consulting services, which include, but are not limited to, the following:

- i. Communications:
  - a. Prepare communications materials, such as Claimant correspondence and Medical Monitoring Plan change notices. The TPA shall use any future-developed Sponsor logos on communications materials and correspondence with Claimants to be in conformity with established standards of the Sponsor.
  - b. Obtain approval of Providers and Sponsor for communications materials to include Claimant identification cards and the business relationship of CTIA, Sponsor, and Providers. Plastic ID cards shall be provided as Claimants begin Medical Monitoring, and will not be distributed annually, but only when a Claimant needs a card because the Claimant just is enrolling or needs to have a misplaced card replaced.
  - c. Provide toll-free telephone service for inquiries from Claimants.

ii. Claimant Service:

a. CTIA shall interface with the Sponsor to accurately develop an Eligibility Database and to ensure that the Claimants are properly enrolled in CTIA's system.

b. Develop and maintain a web site for use by the Providers, Claimants, and the Sponsor to assist Claimants in the Plan to (i) track their HIPAA information; (ii) track tests; (iii) schedule and monitor upcoming appointments; (iv) and provide general information regarding the Medical Monitoring Plan.

c. Prepare and print Plan Benefit booklets for distribution to the Members, as authorized by the Sponsor. The cost of materials, printing, and postage associated with the distribution of Benefit booklets shall be borne by the Sponsor.

d. Distribute Benefits booklets for Members in the Plan within 14 days from implementation of the Medical Monitoring Plan or in response to individual requests from Members. Plan booklets with include identification and relationships of CTIA and the Sponsor and the Providers.

e. Maintain Member enrollment records for a minimum period of ten years after the individual Members are no longer covered; and on-line history for no less than two years after the individual Members are no longer covered. Such records shall be maintained in accordance with prudent standards of insurance record keeping.

f. Conduct such correspondence and other communications as is necessary for the day-to-day maintenance of the Medical Monitoring Plan, including, but not limited to, following up with claimants who schedule physician appointments, as follows:

1. Call day before appointment to confirm.
2. Call day after appointment to confirm attendance and schedule follow-up visit after a reasonable period to allow the labs to be analyzed. If claimant did not attend, reschedule.
3. Call day before follow-up visit to confirm.
4. Call day after visit to confirm, and schedule referral to specialist if so recommended by physician. If claimant did not attend, reschedule.
5. Call day before specialist visit, if one is scheduled, to confirm.

6. Call day after specialist visit to confirm, and reschedule if necessary.

iii. Database Maintenance: Maintain the Database as described hereinabove in a HIPAA compliant manner and in a manner consistent with all State and Federal laws.

**C. Financial Obligations and Representations:** CTIA shall:

i. With the aid of Sponsor, establish a "Claim Fund Account", in the name of CTIA, as TPA for Sponsor.

ii. Pay Providers used by the Sponsor's Plan from the Claim Fund Account, after CTIA verification and approval.

iii. Perform reconciliation of the Sponsor's Claim Fund Account. (Interest earned on this account, if any, will accrue to the Plan to be used for the benefit of the Claimants. Banking expenses incurred on this account will be borne by the Sponsor.)

iv. Provide the Sponsor with quarterly financial reports on the Plan, and the other Reports described in Exhibit F.

v. Maintain records clearly showing the deposits and withdrawals from the Claim Fund Account. Copies of these records shall be provided to the Sponsor upon their request.

vi. Maintain all books and records for a minimum period of thirty (30) years and in accordance with State and Federal laws, and on-line Claim payment history for no less than two years after the individual Claimants are no longer covered. Books and records shall be maintained in accordance with prudent standards of insurance record keeping.

vii. Sponsor will retain ownership of the Claim Fund Account, with CTIA being an authorized signatory for purposes of carrying out authorized payments only.

viii. CTIA will produce checks once each week drawn on the Claim Fund Account to all approved Medical Monitoring Plan Providers. CTIA will notify Sponsor via email, before noon each Friday, as to the necessary funding to cover the weekly checks. If necessary, CTIA will hold printing the checks until the following Monday, allowing Sponsor enough time to transfer funds if necessary to notify CTIA to wait on issuing checks.

ix. The Claim Fund Account bank statements will be sent to the Sponsor for reconciliation. CTIA will provide a Claim Fund Account check register to Sponsor on a monthly basis. If checks do not clear after a month, CTIA shall be notified by Sponsor. CTIA will then

contact the payee to see if a replacement check needs to be issued.

x. CTIA will maintain a complete record of all Claim Fund Account transactions for review by the Sponsor if and when desired.

xi. The Claim Fund Account will only be used for payment of Claims as identified hereinabove and as identified in the Medical Monitoring Implementation Plan to be approved by the Sponsor, Finance Committee, and by the Court. CTIA will submit an invoice to the Sponsor separately for CTIA's monthly fees and covered expenses per Exhibit G.

**D. Claim Processing:** CTIA shall:

i. Provide necessary facilities, personnel, databases, software, procedures, forms, and instructions for the prompt processing of any Received Claims.

ii. Certify the eligibility of Claimants to receive Benefits under the Plan by referring to the Claimant database maintained by Sponsor.

iii. Examine each Received Claim for Benefits under the Plan and take necessary steps to validate, compute the amount payable (if any), and disburse Payment or deny the claim in accordance with the administrative procedures set forth by the Sponsor in this Agreement and the Medical Monitoring Plan.

iv. Process Received Claims in accordance with procedures and Fee Schedules established by CTIA and the Sponsor for the Providers.

v. If the Court determines that the Plan is a secondary plan and not a primary plan, private Benefits payment service to reasonably assure that a Claimant's primary payment sources are exhausted before the Plan pays for Benefits.

vi. If the Court determines that the Database and Claim records should provide necessary details to facilitate future scientific research, to develop parameters of such a comprehensive Database to facilitate future scientific research.

vii. CTIA shall, upon written request of a Claimant, Provider or the Sponsor, review any previously denied Claim in accordance with the Claims Appeal procedure of CTIA agreed to by Sponsor.

viii. Refer to the Sponsor for consideration and final decision any Questionable Claim(s) with a written analysis of the issues to assist the Sponsor in reaching a final decision.

- ix. Provide each Claimant submitting a claim with a written Explanation of Benefits (EOB) supporting payment or denial of such Received Claim.
- x. Conduct such correspondence and other communications with Claimants, Providers of covered services, and others as is necessary for the day-to-day administration of the Plan.
- xi. Provide toll-free telephone service for inquiries from Claimant and Providers.
- xii. Take reasonable action to recoup any overpayments to Providers of covered services.
- xiii. Maintain Received Claim records for a minimum period of ten years after the individual Claimants are no longer covered and in accordance with State and Federal laws, and on-line claim payment history for no less than two years after the individual Claimants are no longer covered. Claim records shall be maintained in accordance with prudent standards of insurance record keeping.
- xiv. Maintain capabilities to receive and transmit Claims in electronic formats to and from Providers, Claim Clearinghouses and other vendors in formats specified by HIPAA regulations.
- xv. Claims Data extracts shall be provided at no cost to the Sponsor.
- xvi. The Per Active Claimant charge in Exhibit G includes all services described in this Agreement for each active Claimant. The Per Active Claimant charges will be assessed on a per active Claimant basis. All administrative services related to the Claimant are included in the Per Active Claimant charge. Active Claimant is defined as a Claims Administrator Verified Medical Monitoring Class Member who (i) checked the Medical Monitoring yes box, (ii) who is not declared inactive as described below, and (iii) participated in the Program. The Per Active Claimant charge in Exhibit G of this Agreement shall be computed, assessed and charged on the first day of each calendar month following the approval date of this Agreement and adjusted periodically, based on the number of Active Claimants at that time. A previously Active Claimant shall be declared inactive on the first day of the calendar month succeeding the time that the Claimant first either (i) notified the Claims Administrator or CTIA that the Claimant no longer wishes to participate in the Medical Monitoring Program, or (ii) fails to schedule or show up for a given Medical Monitoring appointment after CTIA or the Provider tries to set up the appointment through correspondence two times. Finally, those Claimants that have not participated in the Program during the first two rounds of testing are inactive and are not to be contacted except by publication. However, an inactive claimant can request to become an active claimant at any time by contacting CTIA or the Sponsor.

**E. Engagement of Providers.**

- i. Testing Service Providers. All testing providers shall provide “Benefits” in accordance with the Court’s Orders in Exhibits A, B and C.
- ii. Medical Service Providers. All medical service providers shall provide “Benefits” in accordance with the Court’s Orders in Exhibits A, B and C, and as defined herein.
- iii. CTIA will enter into written contracts with Providers to carry out this Agreement, upon review and agreement of said Provider agreements by Sponsor.

**F. Miscellaneous.**

- i. Reports. CTIA shall provide to Sponsor the reports described in Exhibit F. CTIA may modify said reports at any time provided that the change does not materially change the overall content.
- ii. Account Manager. CTIA shall assign an Account Manager who will manage Sponsor's account, serve as the primary contact for Sponsor and supervise the responsibilities of CTIA pursuant to this Agreement.
- iii. Plan Consulting and Analytical Services. Upon request of Sponsor, CTIA shall provide Plan consulting and analytical services. For consulting and analytical services that CTIA determines will require time and resources in excess of the time projected in the annual budget, CTIA shall submit a price quote for Sponsor's approval in writing before initiating the services.
- iv. Additional Services. CTIA will provide Sponsor programs to encourage proper Medical Monitoring Plan services utilization, including, without limitation, Claimant and Providers compliance programs.
- v. Access. CTIA will provide toll-free phone service numbers for Claimants and Providers at all times during CTIA's usual and customary hours of operation. The number is currently 800-245-8813; however, the number may change.

**G. Customer Service:**

- i. Conduct such correspondence and other communications with Claimants, Providers, and others as is necessary for the day-to-day administration of the Plan.
- ii. Provide patient-sensitive toll-free telephone service for inquiries from Claimants and Providers.

**H. Consulting Service:**

- i. Provide to the Sponsor, or its designated representative, reports, which are described in Exhibit F.
- ii. Negotiate Fee Schedules with selected Providers.
- iii. Prepare and submit to Providers of service and the Internal Revenue Service form 1099-MISC for Claim payments made in conjunction with the Medical Monitoring Plan.
- iv. Assist the Sponsor in obtaining actuarial opinions relating to Plan design, payment rates, and fee schedules.
- v. Prepare and recommend Medical Monitoring Program Claim administration procedures and practices for the administration of the Medical Monitoring Plan and consult with the Sponsor on any changes thereto.

**I. Other Services and Obligations:**

- i. Provide the Sponsor access to data as appropriate and reasonable for the purpose of auditing Provider or TPA services. CTIA will provide data necessary to conduct audits on electronic media (diskettes, tapes, etc.) at no additional charge to the Sponsor. The Sponsor will have the right to select an independent audit firm to perform TPA services audits during the term of this agreement. The Sponsor must give forty-five (45) days advance written notice to CTIA to schedule a TPA services audit.
- ii. Run back-up data of the Sponsor's data each day. Back-up tapes, or other electronic media, will be stored in an off-site location, which is secure and environmentally suited for the storage of magnetic media.
- iii. CTIA shall maintain a fidelity bond in the amount as required by the States of Iowa and/or West Virginia covering CTIA and any of its agents or employees who may collect, disburse or otherwise handle or have possession of any funds of the Medical Monitoring Plan or who may have authority to authorize or order disbursements of claims or other expenses on behalf of the Plan.
- iv. CTIA shall maintain coverage for Errors and Omissions Insurance in the amount of no less than one million dollars (\$1,000,000).
- v. CTIA shall maintain a log of any complaints received from the Commissioner, a Claimant, or a Provider.



- vi. CTIA hereby agrees to the mandatory terms in Exhibit H.

### **III. DUTIES OF THE SPONSOR**

A. **Eligible Claimant Database:** The Sponsor shall provide the Member names and addresses on electronic media, for all eligible Plan Claimants, for the purpose of CTIA's administration of the Plan and communicating Plan Benefits.

B. **Establishment of the Claim Fund Account.** The Plan will establish and maintain with CTIA the Claim Fund Account described in Article II, above, to fund payment to testing and medical service Providers. The Sponsor will deposit funds to the designated Claim Fund Account as reasonably requested from time to time by CTIA to provide adequate reserves to be used for the following:

- i. Disbursement of Benefit payments to service Providers;
- ii. Payment of all other expenses of the Plan that are authorized by the Sponsor and deemed appropriate and proper in connection with the Plan; and
- iii. Sponsor will pay future CTIA bills directly.

C. **Authorization to Disburse Funds.** The Sponsor, by this Agreement, expressly authorizes CTIA to disburse funds from the Sponsor's Claim Fund Account pursuant to the provisions of this Agreement.

D. **Maintenance of Claim Fund Account.** The Sponsor agrees that it will maintain funds in said Claim Fund Account for the payment of checks issued by CTIA in accordance with the provisions of the Plan and this Agreement. CTIA will notify the Sponsor when additional deposits are required. The Sponsor, in accordance with paragraph II, C (viii) above, will transfer funds to the Claim Fund Account. CTIA shall not be liable for the payment of any Received Claims, fees, or expenses that may be required under the Medical Monitoring Plan and the Sponsor retains responsibility for the payment of all Received Claims under the Medical Monitoring Plan.

E. **Provider Audits.** The Sponsor will reasonably approve Provider audits by organizations other than CTIA as may be recommended from time to time by CTIA.

F. **Fiduciary Duties.** The Sponsor will be responsible for and act as the fiduciary for all activities associated with the administration of the Medical Monitoring Plan not performed by CTIA that are not carried out by CTIA. This includes the interpretation of governmental regulations, Medical Monitoring Plan documents, filing of reports to the Internal Revenue Service, and any communications to the Claimants, Providers, the Finance Committee, and the Court.

G. **Overpayments.** When necessary, the Sponsor will take reasonable actions to assist CTIA in recouping overpayments made to or on behalf of Claimants.

H. **Sponsor Cooperation.** The Sponsor shall cooperate with CTIA in the preparation and distribution of all documents to the eligible Claimants, including Benefit booklets, Claim forms, communications with Claimants and other documents as may be necessary or convenient for the proper administration of the Medical Monitoring Plan or to satisfy legal requirements.

I. **Logo Authorization.** The Sponsor authorizes CTIA to use the name and logo, if developed, of the Medical Monitoring Program and/or of the Perrine DuPont Settlement in connection with the services specified by this Agreement.

J. **Amendments to Plan.** The Sponsor shall provide written notification to CTIA of any modifications or amendments to the Medical Monitoring Plan. CTIA or the Sponsor may require the execution of a modified Agreement. Material modifications to the Medical Monitoring Plan may, at CTIA's or the Sponsor's option, result in pricing revisions effective as of the date of Plan revision.

#### **IV. ADMINISTRATIVE FEES**

CTIA agrees to provide the Sponsor, upon the terms and conditions set forth herein, the types of claim processing, managed testing services and care, and administrative and other TPA Services described in Article II. The Sponsor agrees to receive and purchase the Services Provided by CTIA (collectively, the "Services"), upon the terms and conditions set forth herein, in Exhibit G, and its revised budget in Exhibit J.

A. **Service Fees.** The Sponsor acknowledges that it shall be required to pay Service Fees based upon the fees designated in Exhibit G.

B. **Reimbursements.** The Sponsor hereby specifically acknowledges that CTIA will be reimbursed for reasonable expenses incurred in the establishment and maintenance of the Plan Provider network, if any, as depicted in Exhibit G. These reimbursements are limited to fees and expenses in Exhibit G and do not include salaries and benefits of CTIA employees. All reimbursements must be accompanied by an invoice specific to the service provided and specific Providers.

#### **V. ADJUSTMENT OF FEES**

Upon agreement of the Sponsor, the fees set forth for the Services in Exhibit G and the CTIA Budget in Exhibit J shall be subject to adjustment. Written notice of the fee adjustments proposed

by CTIA shall specify the services for which fees are being adjusted, and include a full and complete copy of a new Exhibit G and Exhibit J which reflects all of the fees for the Services, as so adjusted by CTIA.

## **VI. BILLING; METHOD OF PAYMENT**

The Sponsor agrees that the payments, which may be required of the Sponsor under this Agreement and in Exhibit G, shall be paid to CTIA and shall be due and payable within ten (10) days of receipt of the billing.

## **VII. TERM**

A. **Term.** This Agreement shall become effective following Court approval, and shall continue in full force through the period ending August 31, 2016.

B. **Termination.**

i. This Agreement will terminate at the end of the Term by one party providing written notice of termination to the other party at least thirty (30) days prior to the date ending the term.

ii. If either party materially breaches this Agreement, the other party may terminate the Agreement provided that it notifies, in writing, the breaching party of the specific breach and allows the breaching party the opportunity to cure the breach within sixty (60) days of the date of the notice. If the breach has not been corrected in sixty (60) days, the Agreement may be terminated without further notice.

C. **Termination for Insolvency.** If either party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or of all, or a substantial part, of its assets; files a voluntary petition in bankruptcy; admits in writing to its inability to pay its debts as they become due; makes a general assignment for the benefit of creditors; files a petition or an answer seeking reorganization or rearrangement with creditors; or, as a debtor, invokes or takes advantage of any insolvency law; or if an order, judgment, or decree is entered by a court of competent jurisdiction upon application of a creditor adjudicating such party bankrupt or insolvent or approving a petition seeking reorganization of such party of all, or a substantial part, of its assets, and such order, judgment, or decree continues unstayed for thirty (30) days, then the other party may, by written notice, terminate this Agreement effective on any future date specified in such notice.

D. **Effect of Termination.** In the event of a termination, this Agreement shall be of no further force or effect except that each party hereto shall remain liable for any debts and/or liabilities arising

from activities under this Agreement occurring prior to the effective date of termination.

E. **Payment of Claims After Termination.** For a period of one hundred eighty (180) days after termination of this Agreement, at the request of Sponsor, CTIA shall continue to process requests for Claims received after the termination date for Medical Monitoring Plan Benefits that were fulfilled on or prior to the date of termination. Sponsor agrees to continue to pay CTIA and the Providers on the same basis as if this Agreement had continued in effect while those services are performed.

F. **Continuation of Services.** Except for termination due to Sponsor's breach, CTIA agrees that upon termination of the Agreement, at Sponsor's request for continuation of services, it will continue to provide services hereunder (including services with respect to Claims received after the effective date of expiration or termination), provided Sponsor complies with all the terms and provisions of this Agreement in effect prior to the termination. The fees for such continuation period shall be the fees in effect at the time the continuation request is made; however, any other obligations on the part of CTIA shall cease.

G. **Information Transfer.** In the event of termination of this Agreement, CTIA agrees to provide Sponsor all Information in CTIA's possession pertaining to all services, records, and efforts related to this Agreement, consistent with reasonable TPA industry norms. It is understood that for retail claims data, CTIA shall provide one billing tape in standard NCPDP format at no cost to Sponsor. If Sponsor or the Replacement TPA require an element of Information that is not in standard NCPDP format, such data element shall be provided, if available in CTIA records, at a mutually agreed cost to Sponsor. For any other data, CTIA will provide data in its possession and reasonably requested by Sponsor or Replacement TPA at a mutually agreed cost. CTIA may provide the data by electronic wire communication or a media type such as disk, tape, or CD. CTIA shall not be required to perform under this paragraph unless Sponsor has provided CTIA with at least ninety (90) days prior written notice of its data needs and the parties have mutually agreed on the fee payable to CTIA. If this Agreement terminates before such ninety (90) day period can occur, CTIA shall still have ninety (90) days to provide the data.

### **VIII. MODIFICATIONS**

Reasonable modifications and improvements in existing procedures and systems may be made by CTIA, in its sole reasonable discretion, after providing prior notice of fourteen (14) days to Sponsor, provided that the modifications do not materially alter the terms of this Agreement. Any such modifications and improvements, which would affect the Sponsor's procedures, will be communicated to the Sponsor by CTIA. Sponsor may also make, in its sole reasonable discretion, modifications in existing procedures and systems at the sole reasonable request of the Sponsor; provided, however, that the Sponsor shall in all events reimburse CTIA for all reasonable costs and

expenses incurred by CTIA to make and effectuate modifications and improvements requested by the Sponsor, and provided that the modifications do not materially alter the terms of this Agreement.

## **IX. PROPERTY RIGHTS AND CONFIDENTIALITY**

A. **Computer Equipment.** All computer equipment owned by CTIA, programs, drawings, diagrams, specifications, manuals, forms, procedures, data files (but not the data therein belonging to the Sponsor), and all other information and materials of any nature furnished, revealed or otherwise made available to the Sponsor by CTIA, whether on CTIA's premises or the Sponsor's premises (the "CTIA Information"), shall remain the sole and exclusive property of CTIA. All other Information generated in carrying out the Plan is hereby designated the "Sponsor's Information." The Sponsor's Information shall be and remain the sole and exclusive property of the Sponsor. CTIA shall return the Sponsor's Information to the Sponsor within thirty (30) days from the date of termination of this Agreement. Notwithstanding anything herein or otherwise which may appear to be to the contrary, CTIA shall be free to dispose of the Sponsor's Information or otherwise delete it from CTIA's system if written notice is not received from the Sponsor within ninety (90) days of the termination date of this Agreement.

B. **HIPAA Compliance.** CTIA is a Business Associate of the Sponsor pursuant to the Health Insurance Portability and Accountability Act of 1996 and the Department of Health and Human Services Privacy Regulations pertaining thereto. Accordingly, CTIA, its subcontractors, and the Sponsor are required to maintain the confidentiality of Protected Health Information that the Medical Monitoring Plan's records and documents may contain. CTIA will take necessary precautions to safeguard the confidentiality of all information and to prevent access thereto by parties not authorized by the Sponsor. It is understood, however, that CTIA may furnish or reveal any information to any state, federal or other governmental regulatory authorities, agencies or commissions who have jurisdiction over the Sponsor or CTIA; or as required by law, legal process, or a court of law.

C. **Storage and Inspection.** All documents, books, and records furnished to CTIA by the Sponsor provided in accordance with this Plan and this Agreement shall remain the property of the Sponsor; and all documents, books, and records of CTIA provided in accordance with the Medical Monitoring Plan and this Agreement pertaining to any individual insurance, group insurance, or services, whether original records of CTIA or furnished by the Sponsor, shall be open for inspection at CTIA's principal place of business, unless otherwise agreed, at all reasonable times. CTIA may store any or all of such documents, books, and records in microfilm, magnetic tape, or other similar medium.

D. To the extent feasible, upon termination of this agreement, CTIA will destroy or return to the

Sponsor all Protected Health Information received or created by CTIA on behalf of the Plan; however if it is not reasonably feasible, the protections of this Agreement shall continue to apply to such information after the termination of this Agreement.

**X. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

A. Unless prior Court or Claimant authorization is required, CTIA may use Protected Health Information and may disclose Protected Health Information to provide its services under this agreement or as required by law. Additionally, CTIA may disclose Protected Health Information to a third party as authorized by the Sponsor or as authorized by a Claimant with respect to his or her own Protected Health Information.

B. CTIA shall use appropriate reasonable safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this agreement.

C. CTIA will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the U.S. Department of Health and Human Services for purposes of determining the Medical Monitoring Plan's compliance with all applicable privacy rules.

**XI. LIABILITY**

A. **Claim Processing Error or Omission.** In the event of any Claim processing error or omission on the part of CTIA that is reasonably correctable by the reprocessing of Claim information, at the expense of CTIA, CTIA will reprocess such Claim information with the cooperation of the Sponsor and such reprocessing shall be in full satisfaction of all of the Sponsor's Claims with respect to the error or omission in question. The conclusion of such error or omission designation shall be a mutual conclusion on behalf of CTIA and the Sponsor.

**B. Indemnification.**

i. **Indemnification of the Sponsor.** CTIA agrees to indemnify and hold harmless the Sponsor with respect to any and all claims, liabilities, losses, damages or expenses, including reasonable attorney's fees caused by CTIA's negligence or willful misconduct in its administering and maintaining the Medical Monitoring Plan. However, this indemnification provision shall not apply to any claims, liabilities, losses, damages or expenses caused by any action or undertaking of the Sponsor, its agents, servants or employees when acting outside the scope of their authority or in any negligent or criminal matter. It is recognized that neither DuPont, nor Class Counsel, nor the Finance Committee is responsible for CTIA's performance under this Agreement, as a result, they are not responsible for the conduct of CTIA hereunder. CTIA agrees to use reasonable efforts to add DuPont as an additional loss payee on CTIA's errors and omissions policy, with the cost thereof, if

any, to be paid directly by DuPont.

ii. **Indemnification of CTIA.** The Sponsor agrees to indemnify and hold harmless CTIA or any of its officers, or employees from any and all losses, liability, damages, expenses or other cost or obligation, resulting from or arising out of claims, demands, lawsuits or judgments brought against the Sponsor in the performance of its responsibilities pursuant to the provisions of this Agreement or the provisions of the Plan, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with CTIA's or any CTIA officers', employees' or agents' sole negligence, willful misconduct, or criminal misconduct.

iii. **Indemnification Notice.** The indemnified party shall notify the indemnifying party in writing promptly upon learning of any Claim for which indemnification may be sought hereunder, and shall tender the defense of such claim to the indemnifying party and give the indemnifying party a reasonable opportunity to comment on such defense. No party shall indemnify the other with respect to any claim settled without the indemnifying party's written consent, which shall not be unreasonably withheld.

## **XII. RECORD TRANSFER FEES**

Upon termination of this Agreement, for whatever reason, the Sponsor shall reimburse CTIA, within thirty (30) days of the date of CTIA's billing statement, for all costs, expenses and fees as may be incurred by CTIA to fully and completely discontinue the Services to the Sponsor including, without limitation, expenses to delete the Sponsor's Information from CTIA's systems or to provide the same to the Sponsor. CTIA shall have access to the Sponsor's premises to the extent necessary for CTIA to discontinue the Services to the Sponsor. Total costs, expenses and fees shall not exceed \$1,000.00.

## **XIII. MANDATORY TERMS**

The Mandatory Terms in Exhibit H are a part of this Agreement, and are incorporated herein by reference.

## **XIV. FORCE MAJEURE**

Notwithstanding anything herein or otherwise which may appear to be to the contrary, CTIA shall not be responsible for delays or failures in performance under this Agreement resulting from any force majeure or acts beyond the reasonable control of CTIA or due to or in any way related to or connected with any act or omission of the Sponsor or any employee, agent, personnel or other representative of the Sponsor. Such acts shall include, without limitation, acts of God, strikes, blackouts, riots, acts of war, epidemics, governmental regulations, fire, communication line failure,

power failures, mechanical failures, storms or other disasters.

## **XV. NOTICES**

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, upon successful emailing or faxing to, or three (3) days after deposit in the United States Mail, postage prepaid, sent certified or registered, addressed as follows:

A. If to CTIA to:

CTI Administrators, Inc.  
100 Court Avenue  
Des Moines IA 50309  
Attention: Donald R. Brandt, President  
(515) 244-7322 (ext. 233)  
(515) 244-8650 (fax)  
email: dbrandt@claimtechnologies.com

or to such other address or person as hereafter shall be designated in writing by the applicable party.

B. If to the Sponsor, to:

Edgar C. Gentle, III, Esq.  
Claims Administrator  
Perrine v. DuPont Claims Administrator Office  
55 B Street  
West Virginia, 26438  
(304) 622-7443  
(304) 622-7447 (fax)  
email: [escrowagen@aol.com](mailto:escrowagen@aol.com)

Edgar C. Gentle, III, Esq.  
Claims Administrator  
Perrine v. DuPont Claims Administrator Office  
501 Riverchase Parkway East  
Hoover, AL 35244  
(205) 716-3000  
(205) 716-3010 (fax)  
email: [escrowagen@aol.com](mailto:escrowagen@aol.com)



or to such other address or person as hereafter shall be designated in writing by the applicable party.

**XVI. ENTIRE AGREEMENT**

This Agreement and all exhibits and schedules hereto constitute the entire agreement between the parties hereto pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matter hereof. All exhibits and schedules are incorporated into this Agreement as if set forth in their entirety and constitute a part thereof.

**XVII. NO WAIVER; MODIFICATIONS IN WRITING**

No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein to the Sponsor and CTIA are cumulative and are not exclusive of any remedies that may be available to the Sponsor and CTIA at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and designed by or on behalf of the party to be charged with the enforcement thereof. Any amendment, modification or supplement of or to any provision of the Agreement, any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provisions of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

**XVIII. SEVERABILITY**

In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and shall be enforced to that extent.

**XIX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia but without regard to the provisions thereof relating to conflicts of law. Any disputes arising out of, or as a result of, this Agreement shall be resolved in accordance with Exhibit H, the Mandatory Terms, and in accordance with the following terms:

TPA, by its execution of the Agreement, submits to the jurisdiction of the Circuit Court of Harrison County, West Virginia in Perrine, et al., v. E. I. DuPont De Nemours and Company, et al., Case No. 04-C-296-2, (the "DuPont Case") for all purposes related to or arising out of the provision of TPA services to the Medical Monitoring Plan. In addition, TPA hereby waives any and all objections it might otherwise assert to the aforesaid jurisdiction, venue, or authority of the Court in the DuPont Case to hear and determine any and all disputes that might arise out of or be related to the Services, reserving its rights to be heard in connection therewith and to appeal, it may be advised, from any adverse determination of the Court in the DuPont Case.

## **XX. RELATIONSHIP**

Nothing contained in this Agreement and no action taken by the parties pursuant hereto shall be deemed to constitute the parties a partnership, an association, a joint venture or other entity.

## **XXI. HEADINGS AND CAPTIONS**

The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.

## **XXII. BINDING EFFECT ON SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns. In the event of assignment, all of the terms, covenants and conditions of this Agreement shall remain in full force and effect and the party making the assignment shall remain liable and responsible for the due performance of all of the terms, covenants and conditions of this Agreement that it is obligated to observe and perform. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement. However, neither the Sponsor nor CTIA may assign the rights and obligations provided hereunder without the prior written express permission of the other Party. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

## **XXIII. MISCELLANEOUS**

A. **Audits.** Each Party shall be entitled to audit the other Party's records that relate to the other

Party's obligations undertaken pursuant to this Agreement. The audit shall be conducted at the auditing Party's expense using either CPA's working for the Party in conducting an internal audit of the other Party, or conducting an outside audit of the other Party, using a mutually acceptable national public accounting or CPA firm, independent accountant, consultant or vendor. The auditing Party shall ensure that its CPA's or the auditing firm, independent accountant, consultant or vendor, as applicable, has entered into a mutually acceptable confidentiality agreement prior to the audit, and Sponsor, and/or auditing party shall indemnify CTIA, or Sponsor, as applicable, for any breach thereof. Audits may be conducted once annually upon sixty (60) days prior written notice, during regular business hours at the place of business of the record holder, and shall be subject to all applicable laws, and including any confidentiality and audit-related provisions in this and other contracts. Additionally, CTIA will make complete Sponsor Plan year Provider claims detail available to Sponsor or Sponsor's designee in a format acceptable to both parties such as CD ROM or magnetic tape, suitable for Sponsor or Sponsor's designee for evaluation of claim payment and administrative accuracy. CTIA shall provide the claims detail file at no charge to Sponsor. Such audit rights shall expire six (6) months after the end of, and are limited to, payments within a current contract term, unless otherwise required by law or in order to reimburse government payors. Each Party reserves the right to maintain the confidentiality of proprietary business information to the extent such information is not required to audit the Party's obligations under this Agreement. Except as otherwise set forth herein, the audit results shall be made available by the auditing Party to the other Party.

**B. Advertising Promotion, and Trade Name.** CTIA may not list Sponsor as one of CTIA's clients in proposals and responses to proposals for the development of new business, without Sponsor's prior written permission. Sponsor may use CTIA's name, in any form other than its logo, in marketing materials, in a form acceptable to CTIA. Sponsor may not use CTIA's name or logo, or any form thereof, in such a way as to convey that CTIA is an administrator and/or fiduciary with regards to Claimants, Benefits, and the Medical Monitoring Plan, including, but not limited to, Medical Monitoring Plan terms, provisions, rights and/or obligations.

**C. Exclusivity.** Sponsor agrees that during the term of this Agreement, it shall not utilize the services of another entity to provide the services CTIA has agreed to perform under this Agreement.

**D. Third Party Beneficiaries.** CTIA and Sponsor specifically state, acknowledge, and agree that it is their intent that no other parties, including, but not limited to, Claimants or Providers, shall be third party beneficiaries to this Agreement.

**E. Changes in Laws.** If changes in the laws materially affect a Party's rights and obligations

Agreement for TPA Services for the Medical Monitoring Program  
between  
Perrine v. DuPont Settlement and CTIA Administrators

under this Agreement or render any portion illegal or unenforceable, then the Parties agree to negotiate modifications to the terms of this Agreement in good faith. If the Parties cannot agree to modify terms that comply with the changes in laws, then either Party may terminate this Agreement upon thirty (30) days prior written notice.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

The undersigned certifies that he has legal authority to bind CTIA.  
CTI Administrators, Inc.

By: \_\_\_\_\_  
Donald R. Brandt  
Title: President  
Date: \_\_\_\_\_

The undersigned certifies that he has legal authority to bind Sponsor upon approval of this Agreement by the Court in the DuPont Case.

The Perrine DuPont Settlement

By: \_\_\_\_\_  
Edgar C. Gentle, III  
Title: Special Master and Claims Administrator  
Date: \_\_\_\_\_

**EXHIBITS AND SCHEDULES**

EXHIBIT A	Final Order dated January 18, 2011 Setting Forth the Scope and Operation of the Medical Monitoring Plan
EXHIBIT B	Final Order dated January 4, 2011 Approving Settlement
EXHIBIT C	Final Order dated February 28, 2011 Approving Health Care Provider Third Party Administrator Request for Proposals and Candidate List
EXHIBIT D	March 1, 2011 Request for Proposals for Third Party Administrators for the Administration of a Medical Monitoring Program
EXHIBIT E	CTIA Medical Monitoring Proposal for the Spelter Claimants in Perrine v. DuPont of March 31, 2011
EXHIBIT F	Details of CTIA Quarterly Reports to be Provided to the Sponsor
EXHIBIT G	CTIA Negotiated Administrative Fee Schedule
EXHIBIT H	Mandatory Terms
EXHIBIT I	Dr. Werntz Report and Memorandum of Understanding
EXHIBIT J	CTIA Medical Monitoring Revised Fee Proposal of April 2, 2015