

**PERRINE DUPONT SETTLEMENT CLAIMS OFFICE**  
**ATTN: EDGAR C. GENTLE, CLAIMS ADMINISTRATOR**  
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**Hoover, Alabama 35244**  
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November 14, 2018

**VIA OVERNIGHT DELIVERY**

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

**Re: Settlement Administration in the Perrine DuPont Settlement; Civil Action No. 04-C-296-2; Our File No. 4609-1{GG}**

Dear Judge Bedell:

I hope that you are well.

As you will recall, the Settlement entered into an Agreement, in Exhibit A, with CTIA effective as of May 1, 2015, which was approved by the Court on June 2, 2015, in which CTIA agreed to provide Third-Party Administrative Services for the Settlement's Medical Monitoring Program. The Agreement was effective until August 31, 2016, and has continued on a month-to-month basis.

As you will recall, from our August 27, 2018 Ninth Proposed Settlement Administration Budget in Exhibit B, historically, for the last 7 years, the Medical Monitoring Program (post-implementation) budgets have exceeded actual expenditures.

We will continue to manage the Medical Monitoring Program frugally, with the goal being for actual expenditures to continue to come in below the Budget. Now that the last step of the Remediation Program, being the final dividend, is complete, except for Claimant follow-up with dividend checks, we are closing the Spelter Claims Office at November 30, 2018, with our key Perrine Medical Monitoring employee, Ms. Christy Mullins, having relocated to our Birmingham, Alabama main office. In order to have as seamless transition as possible, our Spelter Claims Office telephone number and mail will be forwarded to our Birmingham main office.

Now that the number of Medical Monitoring participants apparently has settled in the 500 range, instead of the originally anticipated possible 4,000, and with the size of the Perrine Medical Monitoring Program being smaller than anticipated, we recommend to the Court for consideration the following cost cutting measures:

1. Scanning Claimant paper files onto electronic media, and shredding the originals. This will eliminate file storage costs.

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2. Not having full formal annual financial outside audits of the Medical Monitoring Program but an audit for an active Medical Monitoring year like 2018 and a compilation the next year like 2019. We estimate potential auditor expenses savings of \$6,000 every two years.
3. Taking the Medical Monitoring Program medical provider management and Claimant notice functions in house like we do in the Mingo County, West Virginia Medical Monitoring Program, for an estimated savings every two years of \$40,000.

We have vetted these cash-savings measures with the Finance Committee, and they approve them.

The proposed budget for items 2 and 3 is in Exhibit C.

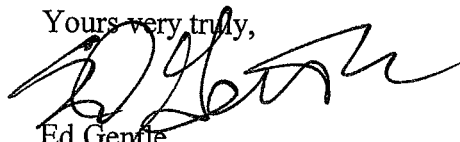
We have spoken with Randy Brandt and Don Brandt at CTIA, and, verbally and by the November 14, 2018, letter in Exhibit D notified CTIA that we are unfortunately terminating their services at December 31, 2018. As I understand the Agreement and as we have discussed with CTIA, CTIA will wrap up the current phase of testing (round 4), and the Settlement will take over the next round of testing (5<sup>th</sup> round in November 2019). We will continue to pay CTIA for their time and keep them on as a consultant. We have requested that CTIA provide us a budget for such fees. We expect there to be a seamless transition.

We have shared this Report with the Parties, and we received no objection.

Enclosed for the Court's review and approval, in Exhibit E, please find a proposed Order approving: (i) scanning of Claimant paper files onto electronic media and the destruction of the originals; (ii) an audit of the QSF in active Medical Monitoring years like 2018, and a compilation in the next year like 2019; and (iii) confirming the termination of our Agreement with CTIA and ordering us to administer the Medical Monitoring Program in-house.

Thank you for the opportunity to help administer this very interesting Settlement.

Yours very truly,



Ed Gentle,  
Claims Administrator

ECGIII/jcs  
Enclosures

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cc: (via e-mail)(confidential)(with enclosures)  
Terry D. Turner, Jr., Esq.  
Katherine A. Harbison, Esq.  
J. Christopher Smith, Esq.  
J. Keith Givens, Esq.  
McDavid Flowers, Esq.  
Ned McWilliams, Esq.  
Angela Mason, Esq.  
Mrs. Christy D. Mullins

# **TABLE OF EXHIBITS**

## **EXHIBIT**

## **TITLE**

A	Agreement with CTIA
B	August 27, 2018 Ninth Proposed Settlement Administration Budget
C	November 5, 2018 Memorandum re Replacement of CTIA as Third Party Administrator and Reduction of Auditor Costs
D	October 31, 2018 Termination Letter to CTIA
E	Proposed Order

# **EXHIBIT A**

## **Agreement with CTIA**

THIS AGREEMENT, entered into as of May 1, 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. Wernitz 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. Wernitz 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. Wernitz 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, and beginning May 1, 2015.
- 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 or 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".

**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.

d. Call claimants as directed by Sponsor to arrange appointments for biennial testing of the Medical Monitoring Plan with participating clinics and specialists. Fees as shown in Exhibit G include voice and data transfer charges incurred as part of the calling protocol.

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. 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.

c. 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.

d. 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.

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

iv. 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.

v. 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.

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

vii. 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.

viii. 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.

iv. CTIA will maintain a complete record of all Claim Fund Account transactions for

review by the Sponsor if and when desired.

x. 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 (effective May 1, 2015) 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 (effective May 1, 2015) 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.

#### **VII. 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

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

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 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

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

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.

CTIA Administrators, Inc.

By: 

Donald R. Brandt

Title: President

Date: 6/27/15

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. Gentie, III

Title: Special Master and Claims Administrator

Date: 6/17/15

# **EXHIBIT B**

## **August 27, 2018 Ninth Proposed Settlement Administration Budget**

21  
**PERRINE DUPONT SETTLEMENT CLAIMS OFFICE  
ATTN: EDGAR C. GENTLE, CLAIMS ADMINISTRATOR  
C/O SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE**

**55 B Street  
P. O. BOX 257  
Spelter, West Virginia 26438  
(304) 622-7443  
(800) 345-0837  
www.perrinedupont.com  
perrinedupont@gtandslaw.com**

August 27, 2018

**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 (Circuit Court of Harrison County, West Virginia) - Ninth Proposed Settlement Administration Budget (for September 1, 2018 through August 31, 2019) (the "Budget"); Our File Nos. 4609-1 (R) and 4609-1 (NN)

Dear Judge Bedell:

Your Claims Administrator submits the proposed Settlement Administration Budget for the Perrine DuPont Medical Monitoring Fund (the "Medical Monitoring Fund") for the period of September 1, 2018 through August 31, 2019 in Attachment A. Pursuant to this Court's January 3, 2018 Order, the Perrine DuPont Property Remediation Fund was terminated at February 28, 2018, and your Claims Administrator is operating under a separate Remediation Program Final Surplus Dividend and Budget, funded through the Remediation Fund Sinking Fund held by the Medical Monitoring Fund.

Please note that no additional DuPont monetary contribution is requested.

This budget follows an initial draft provided to the Parties on August 20, telephone discussions on August 21, a second draft on August 22, and telephone discussions on August 23, in an effort to generate a collaborative budget.

It should be noted that, historically, for the last 7 years, the Medical Monitoring Program (post-implementation) budgets have exceeded actual expenditures:



<u>Year</u>	<u>Budget Amount</u>	<u>Actual Expenses</u>	<u>Percent of Budget Expended</u>
2011	\$492,297	\$57,230	11.63%
2012	\$2,630,479	\$796,723	30.29%
2013	\$792,480	\$365,935	46.18%
2014	\$1,007,349	\$485,223	48.17%
2015	\$379,720	\$232,714	61.29%
2016	\$408,101	\$311,719	76.38%
2017	<u>\$567,062</u>	<u>\$296,960</u>	<u>52.37%</u>
Total	<u>\$6,277,488</u>	<u>\$2,546,504</u>	<u>40.57%</u>

We will continue to manage the Medical Monitoring Program frugally, with the goal being for actual expenditures to continue to come in below the Budget. However, the requested DuPont replenishment amount is necessary to ensure that there are adequate reserves to continue to carry out the Medical Monitoring Program without interruption.

Now that the last step of the Remediation Program, being the final dividend, is complete, except for Claimant follow-up with dividend checks, we are closing the Spelter Claims Office by the end of the year, with our key Perrine Medical Monitoring employee, Ms. Christy Mullins of Bridgeport, West Virginia, agreeing to relocate to our Birmingham, Alabama main office. Our Spelter Claims Office telephone number and mail will be forwarded to Birmingham to make this transition as seamless as possible.

Now that the number of Medical Monitoring participants has leveled in the 500 range, instead of the originally anticipated possible 4,000, and with the size of the Perrine DuPont Medical Monitoring Qualified Settlement Fund (the "QSF") being smaller, we will explore the following additional cost cutting measures with the Finance Committee during the budget period:

1. Scanning claimant paper files onto electronic media, and seeking Court authority to shred the originals. This will eliminate file storage costs.
2. Possibly not having full formal outside audits of the QSF each year but a compilation one year and an audit the next.
3. Taking the Medical Monitoring Program medical provider management and claimant notice functions in house like we do with the Mingo County, West Virginia Medical Monitoring Program.

We continue the Settlement's commitment to carry out DuPont's request to be mindful of Settlement Medical Monitoring Fund administrative expenses, and we are pleased to report that: (i) after years of budgeting for the Medical Monitoring Fund, budget-to-actual expenditures have always

resulted in Medical Monitoring Fund actual expenses coming in at less than budgeted expenses; for the life of the Medical Monitoring Fund (Post-Implementation Date) through December 31, 2017, actual expenditures have been \$3,730,984 (or 59.43%) less than budgeted expenditures; (ii) the proposed Budget includes a \$250,400 decrease in the collective cost of the expense categories of your Claims Administrator, the Guardian Ad Litem, and the Finance Committee, with these expenses categories having been reduced by approximately \$520,600 for the Eighth Administration Budget; and (iii) your Claims Administrator, with the help of Don Brandt with CTIA, was able to develop a more efficient and cost-effective Medical Monitoring Program, resulting in a Medical Monitoring Program Third Party Administrator budget reduction from \$512,000 to \$267,500 for the sixth and seventh budget, with such Third Party Administrator expenses projected to be approximately \$110,000 for the Ninth Administration Budget.

The Medical Monitoring Program is provided on a per unit of service method, with the Program paying for each unit of service that is provided only, and with the cost/unit being negotiated by CTIA. In our experience, this historically results in cheaper medical service than under alternative methods. A further cost-cutting measure may be to handle this function in-house, as done in the Mingo County, West Virginia, Medical Monitoring Program.

Please also note that due to CTIA's efficacy in negotiating lower provider rates and laboratory fees, the ratio of service fees to total cost seems unusually high when compared to a typical medical plan. The average claim payment in the Medical Monitoring Program is approximately  $\frac{1}{3}$  of what one would find in a typical medical plan (\$51 average claim for the Medical Monitoring Program versus \$160 for a typical medical plan). The cost to process a \$51 claim and a \$160 claim are essentially the same, causing the ratio of CTIA's service fees compared to total claim costs to appear high. As seen in prior years, the average service fee per claim was only \$12.60 (a very competitive rate).

Thus, absent CTIA, the medical services per Medical Monitoring Claimant would cost \$160 per claim, while with CTIA, and including the cost of CTIA they equal \$63.60 per claim (\$51 + \$12.60 per claimant). Thus, while the ratio of CTIA's expenses to overhead is increased as Medical Provider prices are decreased by CTIA, the Program realizes a net savings, to the benefit of the Program and DuPont. In addition, CTIA is essentially performing the services of a physician's office, as they are scheduling claimant patient medical appointments and handling claimant patient billing matters. By doing so, CTIA is reducing the amount the Medical Monitoring Program would be required to pay the physician's office by performing these matters in place of the physician's office.

As mentioned in prior years during the Budget approval process, the percentage of administrative expenses as compared to Medical Provider expenses will increase when Medical Monitoring Program turnout is low, as in round one at 50%, as some of the Medical Monitoring Program administrative expenses are fixed costs, thereby resulting in an increase in the percent of Medical Monitoring Program Fund administrative expenses. In addition, with the winding-up of the Remediation Fund, the Medical Monitoring Fund is now the primary contributor to the previous.

August 27, 2018

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sharing of common overhead expenses.

Furthermore, rather than looking at this proposed Budget in isolation, it is beneficial to look at the Medical Monitoring Settlement Program expenses incurred since inception through our projected Budget period. The attached pie diagram titled Perrine Dupont Medical Monitoring Settlement Program Post-Implementation Date Actual and Projected Expenses (November 1, 2011 through August 31, 2018) in Exhibit B to the Budget details the ratio of Medical Monitoring Fund administrative expenses as compared to the Medical Monitoring Fund medical provisioning expenses from inception through August 31, 2018.

As you can see from the attached pie diagram, we believe the Medical Monitoring Fund medical provisioning expenses through August 31, 2018 are reasonable for the life of the Medical Monitoring Settlement Program Post-Implementation Date expenses at 67.59% (21.59% Providers and 46.00% CTIA), with your Claims Administrator fees and expenses constituting 24.89% of such expenditures, and 7.52% of such expenditures being for Guardian Ad Litem fees, Finance Committee/Shared Common administrative expenses for both Settlement Funds, and other Medical Monitoring Program expenses.

Your Honor, we have enclosed in Attachment B a proposed Order for your consideration that would approve the enclosed, proposed Ninth Administration Budget for the Medical Monitoring Fund for the period of September 1, 2018 through August 31, 2019 in Attachment A.

Thank you for the Court's consideration.

Yours very truly,

  
Edgar C. Gentle, III

ECGIII/mg  
Enclosures

cc: (with enclosures)(by e-mail)(confidential)  
Niall A. Paul, Esq.  
Clifford F. Kinney, Jr., Esq.  
DuPont Representatives on the Settlement Finance Committee

Virginia Buchanan, Esq.  
Plaintiff Class Representative on the Finance Committee

Meredith McCarthy, Esq.,  
Guardian Ad Litem for Children

Clerk of Court of Harrison County,  
West Virginia, for filing (via hand delivery)

August 27, 2018

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cc: (continued)

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# **ATTACHMENT A**

**PERRINE DUPONT SETTLEMENT MEDICAL MONITORING SETTLEMENT FUND  
ADMINISTRATION BUDGET NO. 9  
SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019**

	<b>MEDICAL MONITORING SETTLEMENT FUND *, **</b>
<b>September 2018</b>	<b>\$39,349.80</b>
<b>October 2018</b>	<b>\$39,829.65</b>
<b>November 2018</b>	<b>\$29,594.25</b>
<b>December 2018</b>	<b>\$21,737.10</b>
<b>January 2019</b>	<b>\$21,906.15</b>
<b>February 2019</b>	<b>\$21,606.90</b>
<b>March 2019</b>	<b>\$23,116.80</b>
<b>April 2019</b>	<b>\$24,651.90</b>
<b>May 2019</b>	<b>\$23,693.25</b>
<b>June 2019</b>	<b>\$34,359.15</b>
<b>July 2019</b>	<b>\$39,370.80</b>
<b>August 2019</b>	<b>\$36,226.05</b>
<b>TOTALS</b>	<b>\$355,441.80 *</b>

\* The total amount needed in the Medical Monitoring Fund Account for this budget period is \$355,441.80.

\*\* This draft of the Budget estimates that only \$2,883 will be spent on CT scans considered diagnostically medically necessary for Medical Monitoring claimants.

# The total amount includes \$1,858 in projected CTI Administrators expenses toward a Central Repository for Scientific Research Concerning Test Results, with these projected expenses only being used for the purpose of collecting and maintaining the test results, and NOT to do research, which may be performed by an independent researcher. This issue was resolved by the Court on August 24, 2011, with test results to be stored for consenting claimants.

**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**SEPTEMBER 2018**

<u>Expense Category</u>	<u>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</u>			
<b>A. Claims Administrator Fees Based on Detail in Appendix A</b>				
Claims Administrator Legal Fees (Claims Office and General Case Administration Services, and Tax and Accounting Support)	\$	11,000.00		
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$	5,000.00		
<b>Total Claims Administrator Fees and Expenses</b>	\$	<b>16,000.00</b>		
<b>B. Medical Monitoring Program Expenses</b>				
Third Party Administrator Fees and Expenses	\$	8,242.00		
Medical Provider Medical Monitoring Expenses	\$	9,664.00		
Medical Panel Fees (8 hours per month @ \$350/hr)	\$	-		
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$	-		
<b>Total Medical Monitoring Program Expenses</b>	\$	<b>17,906.00</b>		
<b>C. Overhead Expenses</b>				
Finance Committee Fees (2 hours each per month @ \$250/hr)	\$	500.00		
Audit and Income Tax Return	\$	-		
Web Hosting	\$	10.00		
Claims Office Rent	\$	1,100.00		
Office Cleaning	\$	-		
Copy Machine Rental	\$	220.00		
Office Insurance	\$	90.00		
Photocopies	\$	500.00		
Telecopies	\$	50.00		
Postage	\$	125.00		
Federal Express	\$	100.00		
Office Supplies	\$	25.00		
Office Equipment	\$	-		
Telephone Service	\$	300.00		
Lexis Legal Research	\$	250.00		
Airfare	\$	200.00		
Rental Vehicle	\$	100.00		
<b>Total Overhead Expenses</b>	\$	<b>3,570.00</b>		
<b>D. FASB 5 Contingency Reserve (5% of above accounts)</b>				
<b>TOTAL of A, B, C, and D</b>	\$	<b>1,873.80</b>		
	\$	<b>39,349.80</b>		

\* Funded by additional contributions by DuPont.

**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**OCTOBER 2018**

<u>Expense Category</u>	<u>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</u>
<b>A. Claims Administrator Fees Based on Detail in Appendix A</b>	
Claims Administrator Legal Fees (Claims Office and General Case Administration Services, and Tax and Accounting Support)	\$ 11,000.00
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$ 5,000.00
<b>Total Claims Administrator Fees and Expenses</b>	<b>\$ 16,000.00</b>
<b>B. Medical Monitoring Program Expenses</b>	
Third Party Administrator Fees and Expenses	\$ 5,815.00
Medical Provider Medical Monitoring Expenses	\$ 12,548.00
Medical Panel Fees (8 hours per month @ \$350/hr)	\$ -
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$ -
<b>Total Medical Monitoring Program Expenses</b>	<b>\$ 18,363.00</b>
<b>C. Overhead Expenses</b>	
Finance Committee Fees (2 hours each per month @ \$250/hr)	\$ 500.00
Audit and Income Tax Return	\$ -
Web Hosting	\$ 10.00
Claims Office Rent	\$ 1,100.00
Office Cleaning	\$ -
Copy Machine Rental	\$ 220.00
Office Insurance	\$ 90.00
Photocopies	\$ 500.00
Telecopies	\$ 50.00
Postage	\$ 125.00
Federal Express	\$ 100.00
Office Supplies	\$ 25.00
Office Equipment	\$ -
Telephone Service	\$ 300.00
Lexis Legal Research	\$ 250.00
Airfare	\$ 200.00
Rental Vehicle	\$ 100.00
<b>Total Overhead Expenses</b>	<b>\$ 3,570.00</b>
<b>D. FASB 5 Contingency Reserve (5% of above accounts)</b>	
<b>TOTAL of A, B, C, and D</b>	<b>\$ 1,896.65</b>
	<b>\$ 39,829.65</b>
* Funded by additional contributions by DuPont.	



**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**NOVEMBER 2018**

<u>Expense Category</u>		<b>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</b>
<b>A. Claims Administrator Fees Based on Detail in Appendix A</b>		
Claims Administrator Legal Fees (Claims Office and General Case Administration Services, and Tax and Accounting Support)	\$	11,000.00
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$	5,000.00
<b>Total Claims Administrator Fees and Expenses</b>	\$	<b>16,000.00</b>
<b>B. Medical Monitoring Program Expenses</b>		
Third Party Administrator Fees and Expenses	\$	1,851.00
Medical Provider Medical Monitoring Expenses	\$	6,764.00
Medical Panel Fees (8 hours per month @ \$350/hr)	\$	-
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$	-
<b>Total Medical Monitoring Program Expenses</b>	\$	<b>8,615.00</b>
<b>C. Overhead Expenses</b>		
Finance Committee Fees (2 hours each per month @ \$250/hr)	\$	500.00
Audit and Income Tax Return	\$	-
Web Hosting	\$	10.00
Claims Office Rent	\$	1,100.00
Office Cleaning	\$	-
Copy Machine Rental	\$	220.00
Office Insurance	\$	90.00
Photocopies	\$	500.00
Telecopies	\$	50.00
Postage	\$	125.00
Federal Express	\$	100.00
Office Supplies	\$	25.00
Office Equipment	\$	-
Telephone Service	\$	300.00
Lexis Legal Research	\$	250.00
Airfare	\$	200.00
Rental Vehicle	\$	100.00
<b>Total Overhead Expenses</b>	\$	<b>3,570.00</b>
<b>D. FASB 5 Contingency Reserve (5% of above accounts)</b>	\$	<b>1,409.25</b>
<b>TOTAL of A, B, C, and D</b>	\$	<b>29,594.25</b>
* Funded by additional contributions by DuPont.		

**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**DECEMBER 2018**

<u>Expense Category</u>	<u>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</u>
<b>A. Claims Administrator Fees Based on Detail in Appendix A</b>	
Claims Administrator Legal Fees (General Case Administration Services, and Tax and Accounting Support)	
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$ 8,000.00
<b>Total Claims Administrator Fees and Expenses</b>	\$ 5,000.00
	\$ 13,000.00
<b>B. Medical Monitoring Program Expenses</b>	
Third Party Administrator Fees and Expenses	
Medical Provider Medical Monitoring Expenses	\$ -
Medical Panel Fees (8 hours per month @ \$350/hr)	\$ 6,132.00
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$ -
<b>Total Medical Monitoring Program Expenses</b>	\$ -
	\$ 6,132.00
<b>C. Overhead Expenses</b>	
Finance Committee Fees (2 hours each per month @ \$250/hr)	
Audit and Income Tax Return	\$ 500.00
Web Hosting	\$ -
Claims Office Rent	\$ 10.00
Office Cleaning	\$ -
Copy Machine Rental	\$ -
Office Insurance	\$ -
Photocopies	\$ -
Telecopies	\$ -
Postage	\$ 50.00
Federal Express	\$ 35.00
Office Supplies	\$ 100.00
Office Equipment	\$ 25.00
Telephone Service	\$ -
Lexis Legal Research	\$ 300.00
Airfare	\$ 250.00
Rental Vehicle	\$ 200.00
<b>Total Overhead Expenses</b>	\$ 100.00
	\$ 1,570.00
<b>D. FASB 5 Contingency Reserve (5% of above accounts)</b>	
<b>TOTAL of A, B, C, and D</b>	\$ 1,035.10
	\$ 21,737.10
* Funded by additional contributions by DuPont.	

**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**JANUARY 2019**

<u>Expense Category</u>	<u>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</u>
<b>A. Claims Administrator Fees Based on Detail in Appendix A</b>	
Claims Administrator Legal Fees (General Case Administration Services, and Tax and Accounting Support)	\$ 8,000.00
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$ 5,000.00
<b>Total Claims Administrator Fees and Expenses</b>	<b>\$ 13,000.00</b>
<b>B. Medical Monitoring Program Expenses</b>	
Third Party Administrator Fees and Expenses	\$ 542.00
Medical Provider Medical Monitoring Expenses	\$ 5,751.00
Medical Panel Fees (8 hours per month @ \$350/hr)	\$ -
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$ -
<b>Total Medical Monitoring Program Expenses</b>	<b>\$ 6,293.00</b>
<b>C. Overhead Expenses</b>	
Finance Committee Fees (2 hours each per month @ \$250/hr)	\$ 500.00
Audit and Income Tax Return	\$ -
Web Hosting	\$ 10.00
Claims Office Rent	\$ -
Office Cleaning	\$ -
Copy Machine Rental	\$ -
Office Insurance	\$ -
Photocopies	\$ -
Telecopies	\$ 50.00
Postage	\$ 35.00
Federal Express	\$ 100.00
Office Supplies	\$ 25.00
Office Equipment	\$ -
Telephone Service	\$ 300.00
Lexis Legal Research	\$ 250.00
Airfare	\$ 200.00
Rental Vehicle	\$ 100.00
<b>Total Overhead Expenses</b>	<b>\$ 1,570.00</b>
<b>D. FASB 5 Contingency Reserve (5% of above accounts)</b>	
<b>TOTAL of A, B, C, and D</b>	<b>\$ 21,906.15</b>
* Funded by additional contributions by DuPont.	

**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**FEBRUARY 2019**

<u>Expense Category</u>	<u>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</u>
<b>A. <u>Claims Administrator Fees Based on Detail in Appendix A</u></b>	
Claims Administrator Legal Fees (General Case Administration Services, and Tax and Accounting Support)	\$ 8,000.00
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$ 5,000.00
<b>Total Claims Administrator Fees and Expenses</b>	<b>\$ 13,000.00</b>
<b>B. <u>Medical Monitoring Program Expenses</u></b>	
Third Party Administrator Fees and Expenses	\$ -
Medical Provider Medical Monitoring Expenses	\$ 6,008.00
Medical Panel Fees (8 hours per month @ \$350/hr)	\$ -
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$ -
<b>Total Medical Monitoring Program Expenses</b>	<b>\$ 6,008.00</b>
<b>C. <u>Overhead Expenses</u></b>	
Finance Committee Fees (2 hours each per month @ \$250/hr)	\$ 500.00
Audit and Income Tax Return	\$ -
Web Hosting	\$ 10.00
Claims Office Rent	\$ -
Office Cleaning	\$ -
Copy Machine Rental	\$ -
Office Insurance	\$ -
Photocopies	\$ -
Telecopies	\$ -
Postage	\$ 50.00
Federal Express	\$ 35.00
Office Supplies	\$ 100.00
Office Equipment	\$ 25.00
Telephone Service	\$ -
Lexis Legal Research	\$ 300.00
Airfare	\$ 250.00
Rental Vehicle	\$ 200.00
<b>Total Overhead Expenses</b>	<b>\$ 100.00</b>
	<b>\$ 1,570.00</b>
<b>D. <u>FASB 5 Contingency Reserve (5% of above accounts)</u></b>	
<b>TOTAL of A, B, C, and D</b>	<b>\$ 1,028.90</b>
	<b>\$ 21,606.90</b>
* Funded by additional contributions by DuPont.	

**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**MARCH 2019**

<u>Expense Category</u>	<u>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</u>
<b>A. <u>Claims Administrator Fees Based on Detail in Appendix A</u></b>	
Claims Administrator Legal Fees (General Case Administration Services, and Tax and Accounting Support)	\$ 8,000.00
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$ 5,000.00
<b>Total Claims Administrator Fees and Expenses</b>	<b>\$ 13,000.00</b>
<b>B. <u>Medical Monitoring Program Expenses</u></b>	
Third Party Administrator Fees and Expenses	\$ -
Medical Provider Medical Monitoring Expenses	\$ 7,446.00
Medical Panel Fees (8 hours per month @ \$350/hr)	\$ -
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$ -
<b>Total Medical Monitoring Program Expenses</b>	<b>\$ 7,446.00</b>
<b>C. <u>Overhead Expenses</u></b>	
Finance Committee Fees (2 hours each per month @ \$250/hr)	\$ 500.00
Audit and Income Tax Return	\$ -
Web Hosting	\$ 10.00
Claims Office Rent	\$ -
Office Cleaning	\$ -
Copy Machine Rental	\$ -
Office Insurance	\$ -
Photocopies	\$ -
Telecopies	\$ -
Postage	\$ 50.00
Federal Express	\$ 35.00
Office Supplies	\$ 100.00
Office Equipment	\$ 25.00
Telephone Service	\$ -
Lexis Legal Research	\$ 300.00
Airfare	\$ 250.00
Rental Vehicle	\$ 200.00
<b>Total Overhead Expenses</b>	<b>\$ 100.00</b>
	<b>\$ 1,570.00</b>
<b>D. <u>FASB 5 Contingency Reserve (5% of above accounts)</u></b>	
<b>TOTAL of A, B, C, and D</b>	<b>\$ 1,100.80</b>
	<b>\$ 23,116.80</b>
* Funded by additional contributions by DuPont.	

**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**APRIL 2019**

<u>Expense Category</u>		<b>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</b>
<b>A. <u>Claims Administrator Fees Based on Detail in Appendix A</u></b>		
Claims Administrator Legal Fees (General Case Administration Services, and Tax and Accounting Support)		
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$	8,000.00
<b>Total Claims Administrator Fees and Expenses</b>	\$	5,000.00
	\$	13,000.00
<b>B. <u>Medical Monitoring Program Expenses</u></b>		
Third Party Administrator Fees and Expenses		
Medical Provider Medical Monitoring Expenses	\$	3,546.00
Medical Panel Fees (8 hours per month @ \$350/hr)	\$	5,362.00
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$	-
<b>Total Medical Monitoring Program Expenses</b>	\$	-
	\$	8,908.00
<b>C. <u>Overhead Expenses</u></b>		
Finance Committee Fees (2 hours each per month @ \$250/hr)	\$	500.00
Audit and Income Tax Return	\$	-
Web Hosting	\$	-
Claims Office Rent	\$	10.00
Office Cleaning	\$	-
Copy Machine Rental	\$	-
Office Insurance	\$	-
Photocopies	\$	-
Telecopies	\$	-
Postage	\$	50.00
Federal Express	\$	35.00
Office Supplies	\$	100.00
Office Equipment	\$	25.00
Telephone Service	\$	-
Lexis Legal Research	\$	300.00
Airfare	\$	250.00
Rental Vehicle	\$	200.00
<b>Total Overhead Expenses</b>	\$	100.00
	\$	1,570.00
<b>D. <u>FASB 5 Contingency Reserve (5% of above accounts)</u></b>		
<b>TOTAL of A, B, C, and D</b>	\$	1,173.90
	\$	24,651.90
* Funded by additional contributions by DuPont.		

**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND  
ADMINISTRATION BUDGET NO. 9**

**MAY 2019**

<b><u>Expense Category</u></b>	<b>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</b>
<b><u>A. Claims Administrator Fees Based on Detail in Appendix A</u></b>	
Claims Administrator Legal Fees (General Case Administration Services, and Tax and Accounting Support)	\$ 8,000.00
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$ 5,000.00
<b>Total Claims Administrator Fees and Expenses</b>	<b>\$ 13,000.00</b>
<b><u>B. Medical Monitoring Program Expenses</u></b>	
Third Party Administrator Fees and Expenses	\$ 125.00
Medical Provider Medical Monitoring Expenses	\$ 7,870.00
Medical Panel Fees (8 hours per month @ \$350/hr)	\$ -
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$ -
<b>Total Medical Monitoring Program Expenses</b>	<b>\$ 7,995.00</b>
<b><u>C. Overhead Expenses</u></b>	
Finance Committee Fees (2 hours each per month @ \$250/hr)	\$ 500.00
Audit and Income Tax Return	\$ -
Web Hosting	\$ 10.00
Claims Office Rent	\$ -
Office Cleaning	\$ -
Copy Machine Rental	\$ -
Office Insurance	\$ -
Photocopies	\$ -
Telecopies	\$ -
Postage	\$ 50.00
Federal Express	\$ 35.00
Office Supplies	\$ 100.00
Office Equipment	\$ 25.00
Telephone Service	\$ -
Lexis Legal Research	\$ 300.00
Airfare	\$ 250.00
Rental Vehicle	\$ 200.00
<b>Total Overhead Expenses</b>	<b>\$ 100.00</b>
	<b>\$ 1,570.00</b>
<b><u>D. FASB 5 Contingency Reserve (5% of above accounts)</u></b>	
<b>TOTAL of A, B, C, and D</b>	<b>\$ 1,128.25</b>
	<b>\$ 23,693.25</b>
<b>* Funded by additional contributions by DuPont.</b>	

**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**JUNE 2019**

<u>Expense Category</u>	<u>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</u>
<b>A. Claims Administrator Fees Based on Detail in Appendix A</b>	
Claims Administrator Legal Fees (General Case Administration Services, and Tax and Accounting Support)	
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$ 8,000.00
<b>Total Claims Administrator Fees and Expenses</b>	\$ 5,000.00
	\$ 13,000.00
<b>B. Medical Monitoring Program Expenses</b>	
Third Party Administrator Fees and Expenses	
Medical Provider Medical Monitoring Expenses	\$ 296.00
Medical Panel Fees (8 hours per month @ \$350/hr)	\$ 5,357.00
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$ -
<b>Total Medical Monitoring Program Expenses</b>	\$ -
	\$ 5,653.00
<b>C. Overhead Expenses</b>	
Finance Committee Fees (2 hours each per month @ \$250/hr)	
Audit and Income Tax Return	\$ 500.00
Web Hosting	\$ 12,500.00
Claims Office Rent	\$ 10.00
Office Cleaning	\$ -
Copy Machine Rental	\$ -
Office Insurance	\$ -
Photocopies	\$ -
Telecopies	\$ -
Postage	\$ -
Federal Express	\$ 50.00
Office Supplies	\$ 35.00
Office Equipment	\$ 100.00
Telephone Service	\$ 25.00
Lexis Legal Research	\$ -
Airfare	\$ 300.00
Rental Vehicle	\$ 250.00
	\$ 200.00
<b>Total Overhead Expenses</b>	\$ 100.00
	\$ 14,070.00
<b>D. FASB 5 Contingency Reserve (5% of above accounts)</b>	
<b>TOTAL of A, B, C, and D</b>	\$ 1,636.15
	\$ 34,359.15

\* Funded by additional contributions by DuPont.



**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**JULY 2019**

<u>Expense Category</u>	<u>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</u>
<b>A. <u>Claims Administrator Fees Based on Detail in Appendix A</u></b>	
Claims Administrator Legal Fees (General Case Administration Services, and Tax and Accounting Support)	\$ 8,000.00
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$ 5,000.00
<b>Total Claims Administrator Fees and Expenses</b>	<b>\$ 13,000.00</b>
<b>B. <u>Medical Monitoring Program Expenses</u></b>	
Third Party Administrator Fees and Expenses	\$ 29.00
Medical Provider Medical Monitoring Expenses	\$ 10,397.00
Medical Panel Fees (8 hours per month @ \$350/hr)	\$ -
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$ -
<b>Total Medical Monitoring Program Expenses</b>	<b>\$ 10,426.00</b>
<b>C. <u>Overhead Expenses</u></b>	
Finance Committee Fees (2 hours each per month @ \$250/hr)	\$ 500.00
Audit and Income Tax Return	\$ 12,500.00
Web Hosting	\$ 10.00
Claims Office Rent	\$ -
Office Cleaning	\$ -
Copy Machine Rental	\$ -
Office Insurance	\$ -
Photocopies	\$ -
Telecopies	\$ -
Postage	\$ 50.00
Federal Express	\$ 35.00
Office Supplies	\$ 100.00
Office Equipment	\$ 25.00
Telephone Service	\$ -
Lexis Legal Research	\$ 300.00
Airfare	\$ 250.00
Rental Vehicle	\$ 200.00
<b>Total Overhead Expenses</b>	<b>\$ 100.00</b>
<b>D. <u>FASB 5 Contingency Reserve (5% of above accounts)</u></b>	
<b>TOTAL of A, B, C, and D</b>	<b>\$ 1,874.80</b>
	<b>\$ 39,370.80</b>
* Funded by additional contributions by DuPont.	

**PERRINE-DUPONT MEDICAL MONITORING SETTLEMENT FUND**  
**ADMINISTRATION BUDGET NO. 9**  
**AUGUST 2019**

<u>Expense Category</u>	<u>MEDICAL MONITORING SETTLEMENT FUND EXPENSES *</u>
<b>A. Claims Administrator Fees Based on Detail in Appendix A</b>	
Claims Administrator Legal Fees (General Case Administration Services, and Tax and Accounting Support)	\$ 8,000.00
Claims Administrator Legal Fees for Medical Monitoring Provisioning	\$ 5,000.00
<b>Total Claims Administrator Fees and Expenses</b>	<b>\$ 13,000.00</b>
<b>B. Medical Monitoring Program Expenses</b>	
Third Party Administrator Fees and Expenses	\$ -
Medical Provider Medical Monitoring Expenses	\$ 19,931.00
Medical Panel Fees (8 hours per month @ \$350/hr)	\$ -
Guardian Ad Litem Fees (4 hours per month @ \$250/hr)	\$ -
<b>Total Medical Monitoring Program Expenses</b>	<b>\$ 19,931.00</b>
<b>C. Overhead Expenses</b>	
Finance Committee Fees (2 hours each per month @ \$250/hr)	\$ 500.00
Audit and Income Tax Return	\$ -
Web Hosting	\$ 10.00
Claims Office Rent	\$ -
Office Cleaning	\$ -
Copy Machine Rental	\$ -
Office Insurance	\$ -
Photocopies	\$ -
Telecopies	\$ -
Postage	\$ -
Federal Express	\$ 50.00
Office Supplies	\$ 35.00
Office Equipment	\$ 100.00
Telephone Service	\$ 25.00
Lexis Legal Research	\$ -
Airfare	\$ 300.00
Rental Vehicle	\$ 250.00
<b>Total Overhead Expenses</b>	<b>\$ 100.00</b>
<b>D. FASB 5 Contingency Reserve (5% of above accounts)</b>	<b>\$ 1,570.00</b>
<b>TOTAL of A, B, C, and D</b>	<b>\$ 1,725.05</b>
	<b>\$ 36,226.05</b>
* Funded by additional contributions by DuPont.	

**SCHEDULE OF APPENDIX AND EXHIBITS**

Appendix A: Suggested Fees Appendix

Exhibit A: Third Party Administrator and Medical Provider Medical Monitoring Fees and Expenses, and Medical Monitoring Program Medical Providers and Third Party Administration Budget Based on 2,238 Active Claimants and Developed by the Third Party Administrator

Exhibit B: Medical Monitoring Program Actual and Projected Expenses (November 1, 2011 through August 31, 2018)

# **APPENDIX A**

# APPENDIX A

## SUGGESTED MONTHLY FEES APPENDIX

### A. Claims Office and General Case Administration Services

	September 2018 thru August 2019
Legal Assistant/Receptionist at Office @ \$50/hr	x 4 hours = \$ 200
Associate Attorney @ \$150/hr	x 1/2 hour = \$75
Partners @ \$200/hr	x 1/2 hour = \$ 100
Claims Administrator @ \$250/hr	x 1/2 hour = \$ 125
TOTAL	<u>\$ 500</u>

### B. Tax and Accounting Support

	September 2018 thru August 2019
\$ 150 (blended) /hr	x 70 hours = <u>\$10,500</u>

**C. Medical Monitoring Monthly Provisioning**

	September 2018 thru August 2019
Legal Assistant/Receptionist at Office @ \$50/hr	x 40 hours = \$ 2,000
Associate Attorney @ \$150/hr	x 5 hours = \$ 750
Partners @ \$200/hr	x 5 hours = \$ 1,000
Claims Administrator @ \$250/hr	x 5 hours = \$ 1,250
<b>TOTAL</b>	<b><u>\$ 5,000</u></b>

# **EXHIBIT A**

### **THIRD PARTY ADMINISTRATOR AND MEDICAL PROVIDER MEDICAL MONITORING FEES AND EXPENSES**

The Third Party Administrator (the "TPA") and the Medical Provider Medical Monitoring fees and expenses are based on the projections of the Claims Administrator and the Third Party Administrator contained in this Exhibit, taking into account actual experience and estimating that there will be 2,238 active participants in the Medical Monitoring Program this budget period. The Medical Provider Medical Monitoring fees and expenses for the budget period are projected by the Third Party Administrator at \$13,369 for the 2,238 Medical Monitoring claimants that for this non-testing budget period, and we are estimating that of the 75% of Medical Monitoring claimants that may be eligible to have a CT scan, only 10% of those CT scans may be considered diagnostically medically necessary. Our estimate for the projected number of CT scans is predicated on experience and Section 3© of the Memorandum of Understanding (the "MOU") that no routine CT scans shall be performed as part of the medical monitoring program, although the Defendant shall provide CT scans that are diagnostically necessary as determined by a competent physician as relevant to possible exposure to the heavy metal contamination at issue in the litigation. In accordance with Section 3 of the MOU between the Parties, the Defendant shall provide a medical monitoring program for all enrolled Plaintiffs on a pay-as-you-go basis, paying a sum certain each calendar year that reasonably secures such medical monitoring expenses for each such calendar year and, if the sum certain is not sufficient for payment of anticipated medical monitoring expenses, the Defendant shall make an additional payment to reasonably secure such medical monitoring expenses for the calendar year. It is estimated that the additional Third Party Administrator and Medical Provider fees and expenses for each additional Medical Monitoring Claimant over the 2,238 active participants this budget year would equal approximately \$62 per claimant.

Medical Provider Medical Monitoring Expenses: The Medical Provider Medical Monitoring Expenses include estimated CT scan and consultation expenses totalling \$2,883.

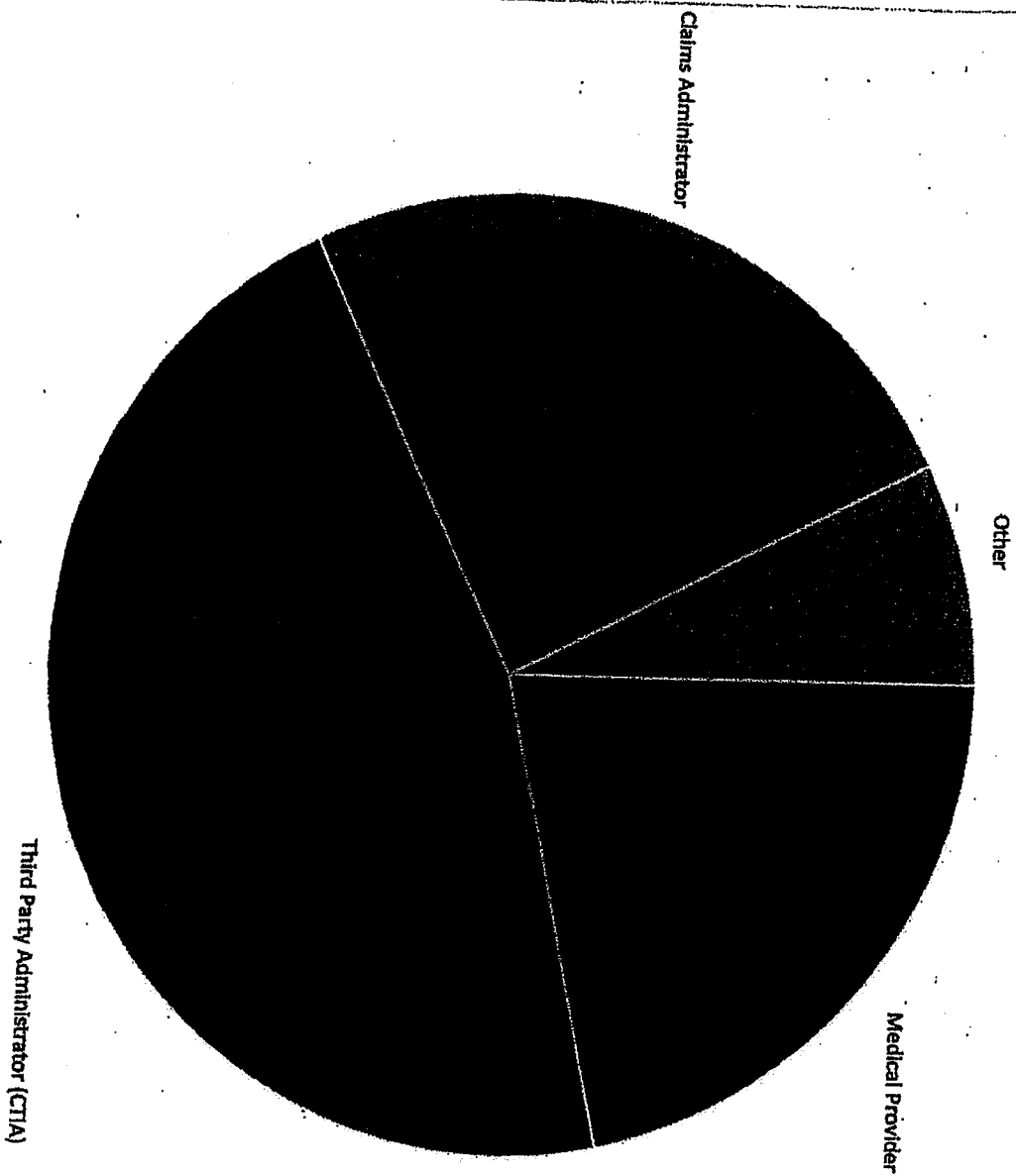
Third Party Administrator Fees and Expenses: Please note that included within Third Party Administrator Fees and Expenses are \$1,858 in expenses during the Budget period toward the cost of a Central Repository for Scientific Research Concerning Test Results (which includes the downloading and capturing of test data and maintaining such data on CTIA's server during the program) and would only be for the purpose of collecting and maintaining the test results, and not to do research, which may be performed by an independent researcher.





# **EXHIBIT B**

**Perrine DuPont Medical Monitoring Settlement Program Post Implementation Date  
Actual and Projected Expenses (November 1, 2011 through August 31, 2018)**



- Medical Provider = \$638,727 (21.59%)
- Third Party Administrator (CTIA) = \$1,361,211 (46.00%)
- Claims Administrator = \$736,615 (24.89%)
- Other = \$222,549 (7.52%)

# **ATTACHMENT B**

**IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA**

**LENORA PERRINE, et al., individuals**  
residing in West Virginia, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

Case No. 04-C-296-2  
Thomas A. Bedell, Circuit Judge

**E.I. DU PONT DE NEMOURS AND COMPANY, et al.,**

Defendants.

**FINAL ORDER APPROVING THE**  
**NINTH ADMINISTRATION BUDGET FOR THE SETTLEMENT**

Presently pending before the Court is the Ninth Budget for the Settlement Medical Monitoring Program (for the twelve months beginning September 1, 2018 and ending August 31, 2019) (the "Ninth Settlement Administration Budget" or the "Budget"), submitted to the Court and The Finance Committee, on August 27, 2018 with no objections being received.

The Court notes that the Settlement Medical Monitoring Fund Budget is to be funded by the Medical Monitoring Fund Account created by a Court-ordered DuPont contribution on October 31, 2011, and by additional contributions from DuPont, if necessary. According to the Claims Administrator's August 27, 2018 Report to the Court, no additional DuPont funding of the Medical Monitoring Fund Account is required at this, as the Account balance at August 17, 2018 was approximately \$360,000, and projected Medical Monitoring expenses of \$355,000 for the Budget period.

After a careful review of the Ninth Settlement Administration Budget, and in consideration of the applicable law, the Court **ORDERS** that the same is hereby **APPROVED** and shall be used in the administration of the Settlement.

Lastly, pursuant to Rule 54(b) of the West Virginia Rules of Civil Procedure, the Court directs entry of this Order as a Final Order as to the claims and issues above upon an express determination that there is no just reason for delay and upon an express direction for the entry of judgment.

**IT IS SO ORDERED.**

The Clerk of this Court shall provide certified copies of this Order to the following:

Niall A. Paul, Esq.  
Clifford F. Kinney, Jr., Esq.  
Spilman, Thomas & Battle, PLLC  
P. O. Box 273  
Charleston, WV 25321  
DuPont's Finance Committee Representatives

Virginia Buchanan, Esq.  
Levin, Papantonio, Thomas, Mitchell,  
Rafferty & Proctor, P.A.  
P.O. Box 12308  
Pensacola, FL 32591  
Plaintiffs' Finance Committee Representative

Meredith McCarthy, Esq.  
Guardian Ad Litem for Children  
901 W. Main St.  
Bridgeport, WV 26330

Edgar C. Gentle, III, Esq.  
Gentle, Turner, Sexton & Harbison, LLC  
55 B Street  
P.O. Box 257  
Spelter, WV 26438  
Special Master and Claims Administrator

Order Prepared By:

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Edgar C. Gentle, III, Claims Administrator  
Gentle Turner, Sexton & Harbison, LLC  
P.O. Box 257  
Spelter, WV 26438

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Michael A. Jacks, Esq.  
W. Va. Bar No. 1044  
Jacks Legal Group, P.L.L.C.  
3467 University Avenue, Suite 200  
Morgantown, WV 26505

ENTER: \_\_\_\_\_

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Thomas A. Bedell, Circuit Judge

## **EXHIBIT C**

**November 5, 2018 Memorandum re  
Replacement of CTIA as Third Party  
Administrator and Reduction of  
Auditor Costs**



## MEMORANDUM

TO: Edgar C. Gentle, III, Esq.

FROM: Terry D. Turner, Jr., Esq.  
Joseph L. Roberta, CPA

DATE: November 5, 2018

RE: The Perrine Medical Monitoring Program - Replacement of CTIA as Third Party Administrator and Reduction of Auditor Costs; Our File No. 4609-1 {GG-13}

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The purpose of this memorandum is to provide:

(1) the estimated costs for our Firm to perform the Perrine Medical Monitoring Program Third Party Administrator Services beginning January 1, 2019, under the current level of service provided by CTIA, with a potential savings to the Settlement of \$41,154 (or 15%) for the upcoming non-testing year and the following testing year. This current level of service includes the same reduced outreach services currently being provided by CTIA, and is based upon the following assumptions: (i) only Claimants who participated in prior Medical Monitoring Program rounds will be noticed by direct mails and calls, with notice to be published three times in the local newspaper; and (ii) instead of a three strikes and you are out rule, a two strikes and you are out rule applies; and

(2) potential auditor expenses savings for the Settlement by performing an audit of each testing year, followed by a financial compilation for the following non-testing year, for a total Settlement outside accountant cost savings estimate of \$6,000 every two years.

### I. THIRD-PARTY ADMINISTRATOR OUTREACH SERVICES

The estimated costs of Perrine Medical Monitoring Third Party Administrator Services that may be provided by our Firm during the Medical Monitoring Program's upcoming non-testing year and the following testing year are projected to be as follows:

#### A. Non-Testing Year (January 2019 - December 2019)

For the upcoming non-testing year (January 2019 through December 2019), we project that these Third Party Administrator services could be provided by our Firm for a blended rate of \$130 per hour in the total amount of \$74,300 (see below), or a savings for the Perrine Medical Monitoring

Program of \$17,610<sup>1</sup> during the upcoming, non-testing year:

\$ 49,400	Hourly Services for Medical Monitoring Program Administration, Consulting, and Reporting <sup>2</sup>
\$ 10,500	Outside Consulting Services <sup>3</sup>
\$ 10,000	Errors and Omissions Insurance and Fidelity Bond (Annual)
\$ 4,400	Communication expenses, postage, and Central Repository <sup>4</sup>
<u>\$ 74,300</u>	<b>TOTAL</b>

B. Testing Year (January 2020 - December 2020)

We project that during the next testing year, the Firm could provide Medical Monitoring Program Third Party Administrative services at a blended rate of \$97 per hour and totaling \$159,000 (see below), for potential savings to the Perrine Medical Monitoring Program of \$23,544<sup>5</sup>.

Our projected fees for the testing year of January 2020 through December 2020 are as follows:

\$ 105,730	Hourly Services for Medical Monitoring Program Administration, Consulting, and Reporting <sup>6</sup>
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<sup>1</sup> During the most recent non-testing budget year (September 2016 - August 2017), CTIA fees and expenses totaled \$91,910. If such services are provided by our Firm for \$74,300, the projected savings are \$17,610 (\$91,910 minus \$74,300).

<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," which was submitted by CTIA and led to their current level of service. 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. Taking into account the 2 assumptions listed in the first paragraph, these hours were to be reduced by 48.13 hours, so that total projected service hours equal 379.37, rounded to 380. We propose to bill the Settlement at a blended rate of \$130 per service hour, which would equal a total fee for Medical Monitoring Program Administration, Consulting and Reporting fees of \$49,400.

<sup>3</sup> Estimated at 5 hours per month at \$175 per hour.

<sup>4</sup> Actual CTIA expenses during the most recent non-testing budget year (September 2016 - August 2017).

<sup>5</sup> During the most recent testing budget year (September 2017 - August 2018), CTIA fees and expenses totaled \$182,544. If such services are provided by our Firm for \$159,000, the projected savings are \$23,544 (\$182,544 minus \$159,000).

<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," which was submitted by CTIA and led to their current level of service. As you can see on the attached spreadsheet, without taking into account any

\$ 10,500	Outside Consulting Services <sup>3</sup>
\$ 10,000	Errors and Omissions Insurance and Fidelity Bond (Annual)
<u>\$ 32,770</u>	Communication expenses, postage, publication notices, and Central Repository <sup>7</sup>
<u><b>\$ 159,000</b></u>	<b>TOTAL</b>

It is projected that the Firm could provide the Medical Monitoring Third Party Administrator services for the upcoming non-testing year and the following testing year, in the amount of \$233,300 (\$74,300 non-testing year plus \$159,000 testing year). Comparing that to CTIA's actual fees and expenses during the previous non-testing budget year of \$91,910 and their actual fees and expenses during the previous testing budget year of \$182,544, the Firm is projected to be able to provide these Third Party Administrator services at 85% of CTIA's historical cost, or a cost reduction of \$41,154. See attached schedule for the monthly allocation of such Third Party Administrator costs.

should the Court and the Parties agree to this Third Party Administrator transition, we expect low to no transitional costs.

## II. REDUCTION OF AUDITOR COSTS

As you know, we have proposed that the Settlement Medical Monitoring Fund conduct an audit each Medical Monitoring Program testing year, or every other year, with a financial compilation being prepared by the Settlement's auditor for each non-testing year. Dixon Hughes, the current Settlement auditor, currently charges \$30,000 for conducting two years of audits. If Dixon Hughes were to perform an audit on a testing year and then a compilation on a non-testing year, the two year audit fee would be \$27,500, or a \$2,500 savings. For comparison purposes, we asked another auditing firm utilized for another Qualified Settlement Fund that we manage, Barfield Murphy, to provide a similar quote, and it came back at \$24,000 for 2 years, or a savings of \$6,000 for 2 years of audits.

Should you need anything further, please let us know.

TDTjr/jlr  
Attachments

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service hours provided by CTIA in connection with its active claimant administrative fee, CTIA billed the Settlement for 1,629 service hours. Taking into account the 2 assumptions listed in the first paragraph, these hours were to be reduced by 539.77 hours, so that the total projected service hours equal 1,089.23, rounded to 1,090. We propose to bill the Settlement at a blended rate of \$97 per service hour, which would equal a total fee for Medical Monitoring Program Administration, Consulting and Reporting fees of \$105,730.

<sup>7</sup> Actual CTIA expenses during the most recent testing budget year (September 2017 - August 2018).

**Perrine DuPont 3rd Party Administrator Fees by Service Category Based on CITA 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
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
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
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
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
Call to IT staff to discuss the installation of VMDesktop	IT/Claimant Database	August	2013	5.00	\$75.00	375.00
Desktop setup/conference call	IT/Claimant Database	August	2013	1.00	\$135.00	135.00
Installation of VMDesktop on Kathleen Clements desktop	IT/Claimant Database	July	2013	3.00	\$135.00	405.00
Integravault Set up workstation	IT/Claimant Database	August	2013	1.00	\$135.00	135.00
UIC 8/5/13	IT/Claimant Database	July	2013	7.00	\$125.00	875.00
Luminox 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	0.50	\$130.00	65.00
Request from Kip/GTS system training/testing ranges to Paige	IT/Claimant Database	August	2013	1.00	\$130.00	130.00
Setup and configuration of 2nd GTS virtual desktop	IT/Claimant Database	September	2013	36.50	\$75.00	2,737.50
Shared database	IT/Claimant Database	June	2013	2.50	\$175.00	437.50
Shared database	IT/Claimant Database	July	2013	2.25	\$130.00	292.50
Shared database design	IT/Claimant Database	July	2013	1.25	\$130.00	162.50
			2013	0.25	\$135.00	33.75

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

IT		IT/Claimant Database		IT/Claimant Database		IT/Claimant Database	
VM desktop setup/testing/conference call		July		July		July	
Budget/web/newsletter		2013		2013		2013	
Med Express/newsletter/mailling list		1.75		\$175.00		306.25	
Newsletters		3.50		\$135.00		472.50	
Newsletters						8,401.25	
Newsletters		2012		2012		2012	
Newsletters		3.75		\$175.00		656.25	
Newsletters		2.00		\$175.00		350.00	
Newsletters		1.50		\$175.00		262.50	
Newsletters		6.00		\$145.00		870.00	
Newsletters		2.50		\$130.00		325.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
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Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters		2.25		\$175.00		393.75	
Newsletters		1.00		\$220.00		220.00	
Newsletters		3.75		\$175.00		656.25	
Newsletters		1.00		\$130.00		130.00	
Newsletters		0.50		\$175.00		87.50	
Newsletters		2.00		\$175.00		350.00	
Newsletters		2.75		\$175.00		481.25	
Newsletters		2.50		\$175.00		437.50	
Newsletters							

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  
Researching Dr Nelsons follow-up consult list  
Provider meeting/FAQ's  
Provider meetings  
Provider set-up  
Providers service checklist

Advisory committee meeting  
Follow-up to quarterly meeting  
Perrine quarterly meeting  
Perrine quarterly meeting  
Quarterly meeting  
Quarterly meeting follow-up/Dr Nelson/data for research  
Quarterly meeting follow-up  
Quarterly meeting follow-up/UHC overbill

1st round test summary report  
Analysis and special reporting of results  
Budget assumptions and wording for court  
Child adult test count reporting  
Test descriptions/reporting  
Diagnosis reports  
DSD 5 year old report  
Lead test summary sheet  
Meeting on LabCorp report  
Monthly report/schedule  
Test summary report for Paige

2nd round testing meeting; 1st round testing research test sample  
First year research sample data  
Lab research data for Paige/Paige request  
Review test results summary report/conference call re test summary numbers  
Review Testing results

2nd round testing letter enhancement  
2nd round testing letter enhancement  
Call scheduling database  
Dr Nelson scheduling letters  
Edit scheduling letters  
K McInyre/K McInyre inquiry  
Kicoff/scheduling status meeting  
Meeting and scheduling  
Meeting on scheduling database/schedule database configuration

Provider Matters	2013	1.75	\$220.00	385.00
Provider Matters	July			
Provider Matters	March	6.00	\$75.00	450.00
Provider Matters	June	2.25	\$175.00	393.75
Provider Matters	July	16.00	\$220.00	3,520.00
Provider Matters	October	1.00	\$175.00	175.00
Provider Matters	August	1.25	\$220.00	275.00
Total Provider Matters				5,898.75

Quarterly Meetings	2013	8.00	\$0.00	1,000.00
Quarterly Meetings	February			
Quarterly Meetings	June	1.25	\$175.00	218.75
Quarterly Meetings	May	8.00	\$0.00	1,000.00
Quarterly Meetings	August	8.00	\$0.00	1,000.00
Quarterly Meetings	November	8.00	\$0.00	1,000.00
Quarterly Meetings	February	3.25	\$175.00	568.75
Quarterly Meetings	September	0.75	\$175.00	131.25
Quarterly Meetings	November	3.50	\$175.00	612.50
Total Quarterly Meetings				5,531.25

Reporting	2013	3.00	\$135.00	405.00
Reporting	July			
Reporting	July	4.75	\$130.00	617.50
Reporting	September	0.75	\$220.00	165.00
Reporting	February	2.50	\$135.00	337.50
Reporting	September	1.50	\$175.00	262.50
Reporting	July	1.50	\$220.00	330.00
Reporting	November	5.75	\$135.00	776.25
Reporting	July	10.75	\$135.00	1,451.25
Reporting	August	1.50	\$135.00	202.50
Reporting	July	3.50	\$220.00	770.00
Total Reporting		0.75	\$135.00	101.25

Review Testing Results	2013	5.75	\$135.00	776.25
Review Testing Results	May			
Review Testing Results	May	5.75	\$135.00	776.25
Review Testing Results	July	1.50	\$175.00	262.50
Review Testing Results	September	1.75	\$135.00	236.25
Total Review Testing Results		10.00	\$175.00	1,750.00

Scheduling	2013	18.00	\$130.00	2,340.00
Scheduling	May			
Scheduling	June	16.50	\$130.00	2,145.00
Scheduling	July	1.50	\$135.00	202.50
Scheduling	March	0.50	\$75.00	37.50
Scheduling	April	4.50	\$130.00	585.00
Scheduling	March	2.25	\$175.00	393.75
Scheduling	July	0.50	\$130.00	65.00
Scheduling	October	0.75	\$135.00	101.25
Scheduling	September	2.50	\$135.00	337.50

## Services

### Review scheduling letters

### Review scheduling letters

Round 2 schedul-  
ing times for scheduling

Round 2 schedul-  
ing times for scheduling

### Schedule planning

### Schedule planning

## Scheduling

## Scheduling

...for scientific research

General/agenda for site visits

**Appes clinics/site visits**

**Appes clinics/site visits**

script client Paige/site visits/phone script

script client Paige/site visits/phone script

427.50

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



Research to define 50-mile radius  
Status meetings  
Status update  
Weekly status meeting

- calls with doctors/contracts/review Cathy Hagari/Dr. Nelson
- contract information/schedule review/Dr. Adeasamis status
- CT scan information/RPA UHC contract inquiry
- Dr Adeasamis contract/nephrologist inquiry/Shelly call with LabCorp
- Provider agreements UHC & toxicologist
- Provider contracts status reports
- Recommended changes to UHC fee schedule
- Revision to fee schedule UHC and RPA
- Roll out review/toxicology/contracts/budget
- RPA Agreement
- Toxicology draft contract
- UHC & radiology draft agreements

5/14/12 meetings, Boyles, Wagner, Nelson, LabCorp, Guley  
6/27/12 claimant issue w/LabCorp billing  
BPC Clinic setup

**BPC Urgent care setup**  
**Call C Boyles/clinic questions/ C Waggy**  
**Claimant review/provider research/DOH meeting**  
**Clinic setups MedExpress & Bridgeport**  
**Conf call providers**

Conference call w/LabCorp  
Conference call with MVA  
Conference calls w/MedExpress and Bridgeport  
Consulting meeting

- Consulting on "don't keep records" requests
- Contacting referral providers
- Contacting referral providers
- Diandra questions/clinic call
- Face to face meetings w/clinics and Diandra
- Final review/provider and claimant mailing
- labCorp conf call/pr Gulgulis discussions as nephrologist/provider update letter/COH update
- labCorp/provider review
- Allyla head, 1-1-14

- **maxwell's inquiry/provider review**
- **MVA setup/providers/call**
- **New provider/research nephrologist replacement**
- **OOA provider meetings/research/call/review/new provider lookup**
- **OOA scheduling and status meeting**
- **OOA status/call/internal meeting on providers/RPA agreement**
- **Participant complaints/provider review/Dr Kahn**
- **Pertine phone calls for providers TIN/NPI**
- **Pertine provider/claimant packets for mailing**
- **Plan overview letters to specialists**
- **Provider building meeting**
- **Provider lookup/DOH questions**
- **Provider overview letters**

Planning	Nov	2011	0.75	\$175.00	131.25
Planning	August	2012	0.75	\$220.00	165.00
Planning	Dec	2011	0.25	\$135.00	33.75
Planning	Jan	2012	0.25	\$220.00	55.00
Total Planning					18,007.50

Provider Agreements	May	2012	0.50	\$175.00	87.50
Provider Agreements	Jan	2012	25.50	\$175.00	4,462.50
Provider Agreements	March	2012	2.25	\$175.00	393.75
Provider Agreements	April	2012	1.50	\$175.00	262.50
Provider Agreements	April	2012	3.25	\$175.00	568.75
Provider Agreements	Dec	2011	3.75	\$220.00	825.00
Provider Agreements	Nov	2011	6.00	\$220.00	1,320.00
Provider Agreements	July	2012	2.00	\$220.00	440.00
Provider Agreements	March	2012	1.25	\$220.00	275.00
Provider Agreements	Dec	2011	25.00	\$175.00	4,375.00
Provider Agreements	Jan	2012	1.00	\$220.00	220.00
Provider Agreements	Jan	2012	0.75	\$220.00	165.00
Total Provider Agreements	Dec	2011	3.25	\$220.00	715.00
					14,110.00

Provider Matters	May	2012	7.00	\$175.00	1,225.00
Provider Matters	June	2012	1.00	\$175.00	175.00
Provider Matters	Nov	2011	3.50	\$175.00	658.75
Provider Matters	Nov	2011	1.25	\$220.00	275.00
Provider Matters	Feb	2012	1.25	\$175.00	245.00
Provider Matters	April	2012	3.50	\$175.00	612.50
Provider Matters	Dec	2011	9.50	\$220.00	2,090.00
Provider Matters	Dec	2011	0.50	\$135.00	67.50
Provider Matters	August	2012	2.50	\$135.00	337.50
Provider Matters	Dec	2011	0.50	\$130.00	65.00
Provider Matters	Dec	2011	1.50	\$130.00	195.00
Provider Matters	Nov	2011	1.50	\$135.00	202.50
Provider Matters	Feb	2012	1.50	\$335.00	202.50
Provider Matters	Jan	2012	10.00	\$175.00	1,750.00
Provider Matters	Feb	2012	11.75	\$175.00	2,056.25
Provider Matters	Feb	2012	1.00	\$175.00	175.00
Provider Matters	Dec	2011	6.00	\$175.00	1,050.00
Provider Matters	August	2012	2.25	\$175.00	393.75
Provider Matters	April	2012	3.75	\$175.00	656.25
Provider Matters	April	2012	1.75	\$175.00	306.25
Provider Matters	April	2012	1.75	\$175.00	306.25
Provider Matters	Dec	2011	9.00	\$175.00	1,575.00
Provider Matters	April	2012	2.50	\$175.00	437.50
Provider Matters	April	2012	3.50	\$175.00	612.50
Provider Matters	March	2012	0.75	\$220.00	165.00
Provider Matters	March	2012	4.25	\$175.00	743.75
Provider Matters	March	2012	2.25	\$175.00	393.75
Provider Matters	April	2012	2.25	\$75.00	168.75
Provider Matters	July	2012	2.75	\$175.00	481.25
Provider Matters	June	2012	1.25	\$220.00	275.00
Provider Matters	Feb	2012	2.00	\$130.00	260.00
Provider Matters	March	2012	0.50	\$175.00	87.50
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/OOA meeting/Shimston	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	Nov	2011	1.00	\$130.00	130.00
Provider status and clinic follow up	Provider Matters	Dec	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
Review topics for call/contract questions/ clinic questions with toxicology	Provider Matters	Feb	2012	9.75	\$175.00	1,706.25
Seeking specialist	Provider Matters	March	2012	3.50	\$175.00	612.50
Shimston Bridgeport Medbrook Pediatric	Provider Matters	May	2012	5.00	\$130.00	650.00
Specialist providers	Provider Matters	June	2012	3.00	\$130.00	390.00
Specialty document procedures	Provider Matters	Nov	2011	4.75	\$220.00	1,045.00
Topic reviews from Ed/Delois Caver questions/OOA provider questions	Provider Matters	Dec	2011	2.75	\$220.00	605.00
Toxicologist	Provider Matters	Jan	2012	1.50	\$220.00	330.00
Travel to Bridgeport	Provider Matters	April	2012	2.75	\$175.00	481.25
U of Pitt questions	Provider Matters	Dec	2011	0.75	\$220.00	165.00
UHC hospital Jeff Boyland	Provider Matters	Dec	2011	16.00	\$110.00	1,760.00
UHC Imaging	Provider Matters	Feb	2012	0.50	\$87.50	87.50
	Provider Matters	April	2012	0.50	\$175.00	87.50
	Total Provider Matters	Dec	2011	1.75	\$220.00	385.00
						50,172.44
5/15/12 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 & RUB 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
LabCorp inquiry from Diandra/follow up to quarterly meeting/provider research	Quarterly Meeting	September	2012	0.25	\$130.00	32.50
Meeting follow up	Quarterly Meeting	May	2012	21.00	\$175.00	3,675.00
Meeting follow up tasks	Quarterly Meeting	August	2012	0.50	\$175.00	87.50
Meeting follow up/database review/LabCorp	Quarterly Meeting	September	2012	4.75	\$175.00	831.25
Meeting follow ups/ clinics	Quarterly Meeting	September	2012	0.50	\$130.00	65.00
Perrine quarterly meeting	Quarterly Meeting	Dec	2013	18.25	\$175.00	3,193.75
Quarterly meeting follow up	Quarterly Meeting	August	2012	2.50	\$175.00	437.50
Quarterly meeting follow up	Quarterly Meeting	September	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	Feb	2012	0.25	\$220.00	55.00
Quarterly meeting follow up	Quarterly Meeting	March	2012	0.50	\$120.00	60.00
Quarterly meeting follow-up items/homework	Quarterly Meeting	August	2012	2.75	\$220.00	605.00
Quarterly meeting follow-up/billing concerns/mailling	Quarterly Meeting	September	2012	1.25	\$175.00	218.75
Quarterly report	Quarterly Meeting	October	2012	1.00	\$175.00	175.00
Quarterly meeting review/LabCorp CRT/schedule of benefit	Quarterly Meeting	June	2012	2.75	\$175.00	481.25
Quarterly reports	Quarterly Meeting	May	2012	4.75	\$175.00	831.25
	Total Quarterly Meetings	August	2012	1.75	\$220.00	385.00
				2.50	\$220.00	550.00
						18,975.00

Created scheduling database  
Meeting on scheduling  
Meetings

corn/wine jacks/scheduling questions  
Processing of new members  
Schedule review/discussions  
Scheduling

Scheduling  
Scheduling  
Scheduling  
Scheduling  
Scheduling  
Scheduling  
Scheduling  
Scheduling  
Scheduling database maintenance  
Scheduling review/budget review  
Scheduling-SPC

- Cathy Waggy inquiry - NOW shows
- Diandra questions/Edith questions/LabCorp
- Discussions w/DSB on LabCorp layout changes
- Ed's memo research/LabCorp /schedule of ben
- Ed's memo research/LabCorp /schedule of ben
- Hemocrit and Fecal letters/emailing
- HL7 Spec Review/database design
- HL7 SQL Coding
- Hyperpend result file
- Hyperpend test/install
- Lab Corp setup
- LabCorp HL7 download
- LabCorp HL7 reports
- LabCorp lead update to procedures/ call
- LabCorp ODA meeting/Cathy Waggy
- Lead level conference call
- Lead research/final protocols homework
- Meeting on LabCorp electronic data
- Pediatric lead levels inquiry for Diandra/LabCorp
- Update and review of LabCorp results

1.629

**Perrine-DuPont Medical Monitoring Qualified Settlement Fund**  
**Protected Budget of Third Party Administrator Fees and Expenses**

[illegible]

## **EXHIBIT D**

### **Letter to CTIA Terminating Its Services**

**PERRINE DUPONT SETTLEMENT CLAIMS OFFICE**  
**ATTN: EDGAR C. GENTLE, CLAIMS ADMINISTRATOR**  
**501 Riverchase Parkway East, Suite 100**  
**Hoover, Alabama 35244**  
(205) 716-3000  
(800) 345-0837  
[www.perrinedupont.com](http://www.perrinedupont.com)  
[perrinedupont@gtandslaw.com](mailto:perrinedupont@gtandslaw.com)

November 14, 2018

**Confidential**  
**Via Email**

Mr. Don Brandt  
Mr. Randy Brandt  
CTI Administrators, Inc.  
100 Court Avenue, Suite 306  
Des Moines, IA 50309

**RE: The Perrine-DuPont Medical Monitoring Qualified Settlement Fund (the "Medical Fund") - Termination of Third Party Administrator Agreement for the Medical Monitoring Program as of December 31, 2018; Our File No. 4609-1 {GG} and 4609-4**

Dear Don and Randy:

I hope you are well.

First of all, thanks for your many years of dedicated service. It made all the difference.

This letter will confirm our telephone conversation on Monday, October 8, 2018, regarding the termination of the "Agreement for Third Party Administrator Services" (the "Agreement") coming to an end. The effective date of this termination is December 31, 2018.

As we discussed on our call, at this point, due to the low Claimant response and participation, it is in the best interest of the Settlement to perform those duties in-house.

As we discussed and as I understand the Agreement, we will continue to pay you for your services to wind up the latest round of medical monitoring (round 4) and into the future as needed. We desire a seamless transition to the next 5<sup>th</sup> round. To that end, as we discussed, please provide a budget to us for winding up CTIA's services. Please also include in your budget what your fee would be to continue to do consultant work for us.

We appreciate your loyal service to the Settlement, and we look forward to our continued

November 14, 2018

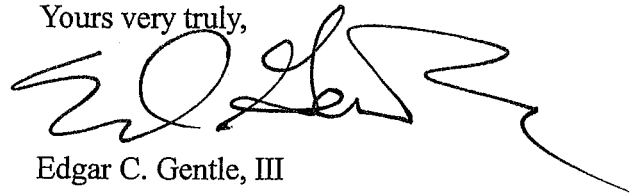
Page 2

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association with you in other matters as needed.

If you have any questions or concerns, please do not hesitate to contact me.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Edgar C. Gentle, III', with a long horizontal flourish extending to the right.

Edgar C. Gentle, III

ECGIII/jcs

cc: (via e-mail)(confidential)  
Terry D. Turner, Jr., Esq.  
Katherine A. Harbison, Esq.  
J. Christopher Smith, Esq.  
Virginia Buchanan, Esq.  
Niall A. Paul, Esq.  
Clifford F. Kinney, Jr., Esq.  
Farrest Taylor, Esq.  
Meredith McCarthy, Esq.  
Ms. Christy D. Mullins  
Ms. Tracy R. Collingsworth  
Ms. Shawna Walker

# **EXHIBIT E**

## **Proposed Order**



**IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA**

**LENORA PERRINE, et al., individuals  
residing in West Virginia, on behalf of  
themselves and all others similarly situated,**

**Plaintiffs,**

**E. I. DU PONT DE NEMOURS AND  
COMPANY, et al.,**

## Defendants.

**CIVIL ACTION NO.**

**04-C-296-2**

**Thomas A. Bedell,**

**Circuit Judge**

**ORDER APPROVING (i) SCANNING CLAIMANT PAPER FILE ONTO ELECTRONIC MEDIA AND SHREDDING ORIGINAL CLAIMANT PAPER FILE; (ii) PERFORMING AN AUDIT IN ACTIVE MEDICAL MONITORING YEARS AND A COMPILATION IN OTHER YEARS OF THE MEDICAL MONITORING QUALIFIED SETTLEMENT FUND (THE "QSF"); AND (iii) TERMINATING MEDICAL MONITORING AGREEMENT FOR THIRD PARTY ADMINISTRATOR SERVICES AND TRANSFERRING THE DUTIES AND OBLIGATIONS OF THE SAME TO THE CLAIMS ADMINISTRATOR**

Presently before the Court is the November 14, 2018 Report of the Claims Administrator of the Perrine DuPont Settlement (the “Settlement”), Edgar C. Gentle, III, requesting authority to (i) scan Claimant paper files onto electronic media and to shred the original Claimant paper file; (ii) perform an audit of the QSF in active Medical Monitoring years like 2018 and a compilation in other years; and (iii) approve the termination of the Agreement with CTI Administrators, Inc. (“CTIA”), as of December 31, 2018, which the Court approved on June 2, 2015.

Based upon the Report of the Claims Administrator, the Court notes that Claimant response and participation in the Medical Monitoring Program has been lower than expected and apparently has settled in the 500 Claimant range, instead of the originally anticipated possible 4,000. The Court

notes that the QSF is smaller than anticipated, and the Claims Administrator has explored cost cutting measures with the Finance Committee.

In order to save the Settlement a significant sum of money and better tailor the outreach portion of the Program to Claimant response levels, the Claims Administrator has proposed that the Claimant paper files be scanned onto electronic media, and, thereafter, shred the original Claimant paper files.

The Claims Administrator also proposes, instead of having a full formal annual financial outside audit of the QSF, that an audit be performed for years of active Medical Monitoring, like 2018, and a compilation in alternate years. The Claims Administrator reports, and the Court notes, that there will be potential auditor expenses savings of \$6,000 every two years.

Finally, the Claims Administrator proposes that the duties of CTIA be transferred to and be administered in-house by the Claims Administrator and his staff as of December 31, 2018. The Claims Administrator proposes to work with CTIA to transition these duties seamlessly

The Court has reviewed the Report, and has heard no objection from the Finance Committee or from CTIA.

The Court finds that the Report and recommendation of the Claims Administrator is reasonable and in the interest of justice.

Accordingly, the Court hereby **ORDERS** that (i) the Claims Administrator and his staff Agreement are authorized to scan the Claimant paper files onto electronic media, and, thereafter, destroy the original Claimant paper file; (ii) rather than having a full formal outside annual audit of the QSF, an audit for years of active Medical Monitoring, like 2018, and a compilation in alternate years is authorized; and (iii) the Agreement between CTIA and the Settlement is hereby terminated as of December 31, 2018, with CTIA to wrap up any outstanding services with respect to the last

phase of the Program, and the obligations with respect to all remaining phases to be administered by the Claims Administrator in-house.

**IT IS SO ORDERED.**

The Clerk of this Court shall provide certified copies of this Order to the following:

Niall A. Paul, Esq.  
Clifford F. Kinney, Jr., Esq.  
Spilman, Thomas & Battle, PLLC  
P.O. Box 273  
Charleston, WV 25321  
*DuPont's Finance Committee Representatives*

Meredith McCarthy, Esq.  
901 W. Main St.  
Bridgeport, WV 26330  
*Gardian Ad Litem*

Virginia Buchanan  
Levin, Papantonio, Thomas, Mitchell,  
Rafferty & Proctor, P.A.  
P.O. Box 12308  
Pensacola, FL 32591  
*Plaintiffs' Finance Committee Representative*

Edgar C. Gentle, III  
Claims Administrator  
Gentle, Turner, Sexton & Harbison, LLC  
501 Riverchase Parkway East, Suite 100  
Hoover, AL 35244

Michael A. Jacks, Esq.  
Jacks Legal Group, P.L.L.C.  
3467 University Ave, Suite 200  
Morgantown, WV 26505

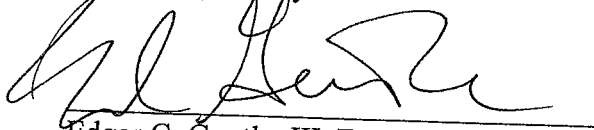
Mr. Don Brandt  
Mr. Randy Brandt  
CTI Administrators, Inc.  
100 Court Avenue, Suite 306  
Des Moines, IA 50309

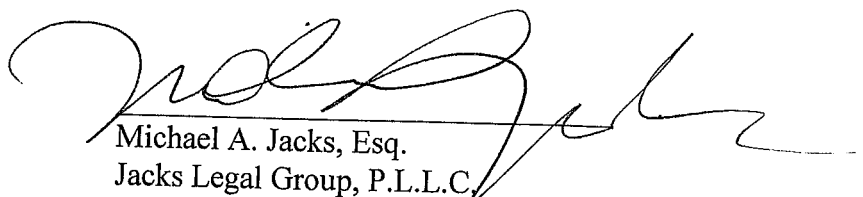
Done and Ordered this \_\_\_\_ day of \_\_\_\_\_, 2018.

ENTER: \_\_\_\_\_

\_\_\_\_\_  
Thomas A. Bedell, Circuit Judge

Order Prepared by:

  
\_\_\_\_\_  
Edgar C. Gentle, III, Esq.  
Gentle, Turner, Sexton & Harbison, LLC  
501 Riverchase Parkway East, Suite 100  
Hoover, AL 35244

  
\_\_\_\_\_  
Michael A. Jacks, Esq.  
Jacks Legal Group, P.L.L.C.  
W.Va. Bar No 11044  
3467 University Ave, Suite 200  
Morgantown, WV 26505