

EXHIBIT C

Sullivan v. Saint-Gobain Performance Plastics Corp., No. 5:16-cv-00125-GWC

BENNINGTON EXPOSURE CLASS MEDICAL MONITORING PROGRAM

a) Definitions

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Class Settlement Agreement (“Agreement”) between and among the Plaintiffs, on behalf of themselves and the Settlement Class Members, and Saint-Gobain Performance Plastics Corporation (“Saint-Gobain”), in the putative class action lawsuit captioned *Sullivan v. Saint-Gobain Performance Plastics Corporation*, No. 5:16-cv-00125. In addition to the terms defined at various points within the Agreement, the following defined terms shall apply throughout this Exhibit C:

1. The “Annual Informational Survey” means the annual survey designed by the Overseeing Program Physician during the first year of the Program as described below in section (e)(2)(ii).
2. “Annual Participant Report” means the annual report prepared by the Program Administrator for dissemination only to the Program Participants, consisting of (1) participation rates and/or the number of Participants in the Medical Monitoring Program, and (2) the median, mean, and average serum PFOA level of Participants as a whole in a given reporting year and the percentage change in such levels since the prior report, as well as the range of PFOA serum levels (lowest data point and highest data point) for each quartile of Participants. No other Participant data, including Protected Health Information, shall be presented.



3. The “Annual Surveillance Consultation” means the activities described in section (e)(4), including the provision of Program Services performed by, or under the supervision of, a Program Physician.
4. “Consultation” means the Initial Screening Consultation or Annual Surveillance Consultation for a Participant.
5. “Health Condition” means any of the following: kidney cancer, testicular cancer, ulcerative colitis, hypertensive disorder related to pregnancy, thyroid disease, abnormal liver function, hyperlipidemia, and uric acid abnormalities.
6. The “Initial Screening Consultation” means the activities described in section (e)(3), including the provision of Program Services performed by, or under the supervision of, a Program Physician.
7. “Informational Survey” means the Initial Informational Survey or Annual Informational Survey.
8. The “Initial Informational Survey” means the informational survey designed by the Overseeing Program Physician as described below and will be substantially similar to the form attached as Appendix 1.
9. “Overseeing Program Physician” shall be the physician to fulfill the responsibilities set forth in section (a)(9)(ii). With Saint-Gobain’s consent, Class Counsel has selected Alan Ducatman, M.D., to serve as Overseeing Program Physician until such time as he becomes unwilling or unable to continue to serve in that role. Class Counsel, in consultation with Saint-Gobain, may substitute a different physician with medical monitoring experience as Overseeing Program Physician, subject to approval by the Court if the Court has previously approved the Settlement

preliminarily or finally. In the absence of agreement, either Class Counsel or Saint-Gobain may move the Court to substitute a different physician as Overseeing Program Physician upon a showing that the responsibilities of the Overseeing Program Physician have not been adequately executed by the incumbent.

i. **Compensation:** The Overseeing Program Physician shall invoice the Program Administrator monthly with descriptions of the services provided and the time incurred. The Overseeing Program Physician shall be compensated on an hourly basis at a rate of \$280 per hour, for the first year of the Program and that rate shall be increased by an amount not to exceed five (5) percent per year in each subsequent year of the program. The total compensation to the Overseeing Program Physician shall not exceed \$125,000 for the duration of the Program unless approved by Class Counsel and counsel for Saint-Gobain.

ii. **Responsibilities:** The Overseeing Program Physician shall have the following responsibilities:

1. Assist in selecting and approving Program Physicians;
2. Training Program Physicians on the Medical Monitoring Program design and implementation by (A) developing Physician Training Materials and (B) meeting virtually with Program Physicians by web conference or telephone conference to provide a one-time training at the inception of the Medical Monitoring Program or, in the case of any Program Physician who is selected and approved

after inception of the Program, prior to their participation in the Program;

3. Develop Participant Program Materials; and
4. Designing the Initial Informational Survey to be completed by Participants at the initiation of the Program and the Annual Informational Survey to be completed annually by Participants who have received an Initial Screening Consultation.

iii. The Overseeing Program Physician shall not receive or have access to data regarding the identity, laboratory testing results, or other medical information of Exposure Class Members, except that the Medical Monitoring Administrator may consult with the Overseeing Program Physician when the Medical Monitoring Program Administrator compiles the Participant serum PFOA level data to prepare the Annual Participant Report or Biannual Financial Disbursement Report and only to the extent that the data has been anonymized.

10. “Participant” means an Exposure Class Member who has enrolled in the Medical Monitoring Program by scheduling and receiving a Consultation.

11. “Participant Program Materials” means written materials to be provided to Participants, which shall consist of a list of the Health Conditions, a list of what the Overseeing Program Physician contends are clinical signs and symptoms of the Health Conditions, and reference to the availability of Consultations and Program Services for the Health Conditions and any other general health information related to reducing risks of developing the Health Conditions. Neither the preparation nor

dissemination of Participant Program Materials shall be construed as Saint-Gobain's agreement with or endorsement of the content thereof, including the scientific basis for offering any Consultations or Program Services, and the Participant Program Materials shall contain an express disclaimer to such effect.

12. "Physician Training Materials" means written materials to be provided to Program Physicians, which shall consist of a list of the Health Conditions, a list of what the Overseeing Program Physician contends are clinical signs and symptoms of the Health Conditions, the Consultations and Program Services available for the Health Conditions, and the laboratory reference range, if any, associated with each Program Service. Neither the preparation nor dissemination of Physician Training Materials shall be construed as Saint-Gobain's agreement with or endorsement of the content thereof, including but not limited to the scientific basis for offering any Consultations or Program Services, and the Physician Training Materials shall contain an express disclaimer to such effect.
13. "Program Physician" shall be a third-party licensed medical doctor employed by or affiliated with the Program Site who has been approved by the Overseeing Program Physician and Program Administrator to provide Consultations and to provide or prescribe Program Services to Exposure Class Members, and who agrees to do so at the request of the Program Administrator. No Program Physician shall be an Exposure Class Member or have a pending claim for medical monitoring or personal injury against Saint-Gobain.
14. "Program Services" means the services listed in section (e)(6)(i)-(ix) below.

15. “Program Site” means the Occupational Health Clinic of the Southwestern Vermont Medical Center (“SVMC”) located in Bennington, Vermont.
16. “Protected Health Information” shall be defined consistent with 45 C.F.R § 160.103 as individually identifiable health information that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium.
17. “Biannual Financial Disbursement Report” means the report prepared by the Program Administrator two (2) times per calendar year, consisting of (1) a summary of the Medical Monitoring Program budget, (2) an aggregated summary of the disbursements made for the Medical Monitoring Program, including identification of the Consultations and/or Program Services rendered by the Program Physicians and/or laboratories for which disbursements were made, (3) participation rates and/or the number of Participants in the Medical Monitoring Program, and (4) the median, mean, and average serum PFOA level of Participants as a whole in a given reporting year and the percentage change in such levels since the prior reporting year, as well as the range of PFOA serum levels (lowest data point and highest data point) for each quartile of Participants. Any and all Participant data, including Protected Health Information, related to participation or use of the Medical Monitoring Program contained in the Biannual Financial Disbursement Report shall be presented in an aggregated, de-identified form and shall not include the results of any Consultation or Program Services, except that the summary statistics of serum PFOA levels described in this paragraph will be included.

b) Scope of the Program

1. The Medical Monitoring Program shall consist solely of the approved Consultations for the Health Conditions with Exposure Class Members, and related administrative activities offered at the Program Site, as described herein. The Medical Monitoring Program shall not include the treatment of any Health Condition or any other medical condition.
2. Only Exposure Class Members who have demonstrated their eligibility as determined by the Program Administrator in accordance with Section III(4)(d) of the Agreement may participate in the Medical Monitoring Program.
3. The Consultations described herein shall be administered by or under the supervision of a Program Physician at the Program Site. Where Program Services are deemed appropriate for a Participant by a Program Physician and are agreed to by a Participant, that Program Physician shall cause such Program Services to be performed. Such Consultations are intended to establish a physician/patient relationship and may include a physical examination of the patient at the discretion of the physician.

c) Program Administration

1. With Saint-Gobain's consent, Class Counsel has selected Edgar C. Gentle, III, Esq. as the Program Administrator until such time as he becomes unwilling or unable to continue to serve in that role. Class Counsel, in consultation with Saint-Gobain, may substitute a different administrator as Program Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Saint-

Gobain may move the Court to substitute a different administrator as Program Administrator upon a showing that the responsibilities of the Administrator have not been adequately executed by the incumbent.

2. The Program Administrator shall oversee enrollment in the Medical Monitoring Program for Exposure Class Members whom the Program Administrator determines to be eligible in accordance with Section (b)(2) above and Section III(4)(d) of the Agreement.
3. Before being approved to participate in the Program, all Program Physicians and laboratories shall be required to sign an agreement warranting that all services rendered as part of the Medical Monitoring Program shall be billed to the Program Administrator only and will not be billed to Medicare, Medicaid or any private health insurer. In the event the Program Administrator becomes aware of an inadvertent or erroneously submitted billing to Medicare, Medicaid, or other private health insurer, the Program Administrator shall take all necessary and reasonable steps to insure that said bill is withdrawn from submission to Medicare, Medicaid or other private insurer. All Program Participants shall waive any and all claims against Released Parties for any Private Cause of Action, as that term is defined under 42 U.S.C §1395y(b)(3)(A) of the Medicare Secondary Payer Act, 42 U.S.C §1395y(b).
4. The Program Administrator shall prepare a Medical Monitoring Program budget and financially administer the Medical Monitoring Program.
5. The Program Administrator shall review, approve, and pay Program expenses using sound accounting internal controls.

6. The Program Administrator shall produce a Biannual Financial Disbursement Report twice each calendar year, which shall be available, upon request, to Class Counsel, counsel for Saint-Gobain, and the Court. The Biannual Financial Disbursement Report shall be treated as confidential and not for public disclosure.
7. The Program Administrator, pursuant to Section (f), shall facilitate the compilation of information or data required by Section (f), while safeguarding Participant confidentiality, for limited use as described in Section (f).

d) Medical Service Providers

1. The Program Administrator shall contract with the Overseeing Program Physician to provide the services set forth above at the Program Site under the limitations set forth above.
2. For any Exposure Class member who resides within 50 miles of the Program Site, as determined by the Program Administrator, Consultations shall be performed by a Program Physician. For any Exposure Class member who resides more than 50 miles from the Program Site, as determined by the Program Administrator, Consultations may be performed by a Program Physician via telemedicine. The Program Administrator must approve such telemedicine Consultations before they are provided. To the extent that a Participant who resides more than 50 miles from the Program Site qualifies for a blood draw and/or urine sample as part of the Program Services, Participant shall be permitted to obtain those locally and have specimens shipped to the central lab/vendor as retained by the Program Administrator.

3. The Program Administrator with the assistance of the Overseeing Physician shall identify and approve Program Physicians. The Program Administrator shall negotiate and execute contracts or memoranda of understanding with the Program Physicians to provide Consultations to Participants at the Program Site and to seek disbursements for Consultations from the Medical Monitoring Program.
 4. The Program Administrator shall negotiate contracts with medical laboratories for approved Program Services requiring laboratory testing conducted under this Medical Monitoring Program for purposes of reducing costs to the Program.
- e) Consultations under the Medical Monitoring Program
1. Consultations under the Medical Monitoring Program shall consist solely of the Initial Informational Survey, Annual Informational Surveys, the Initial Screening Consultation, and Annual Surveillance Consultations as described herein. For purposes of demonstrating membership in the Exposure Class and eligibility for the Medical Monitoring Program, the Program shall provide for tests of PFOA blood serum levels during the first 180 days of the Program only.
 2. Informational Surveys.
 - i. At the time an Exposure Class Member makes an appointment with a Program Physician for an Initial Screening Consultation at the Program Site as set forth in Section (e)(3) below, the Exposure Class Member shall be directed by the Program Physician to complete the Initial Informational Survey prior to the Initial Screening Consultation.
 - ii. At the time an Exposure Class Member who has received an Initial Screening Consultation makes an appointment for an Annual Surveillance

Consultation at the Program Site after year one of the Program, the Exposure Class Member shall be directed to complete the Annual Informational Survey prior to the Annual Surveillance Consultation.

3. Initial Screening Consultation.

- i. At commencement of the Medical Monitoring Program as defined in Section III(4) of the Agreement, each Exposure Class Member determined to be eligible under Section III(4)(d) of the Agreement will have the opportunity to schedule an appointment for an Initial Screening Consultation with a Program Physician at the Program Site.
- ii. The Initial Screening Consultation of a Participant shall be performed by a Program Physician at the Program Site and shall consist of a discussion of the Initial Informational Survey and where appropriate, as determined by the Program Physician based on the Participant's responses to the Initial Informational Survey and/or physical examination, the provision of Program Services as set forth in Section (f) below.

4. Annual Surveillance Consultation:

- i. In each calendar year after the first year of the Medical Monitoring Program, each Participant who has received an Initial Screening Consultation will have the opportunity to schedule an appointment for an Annual Surveillance Consultation with a Program Physician at the Program Site.
- ii. The Annual Surveillance Consultation of a Participant shall be performed by a Program Physician at the Program Site and shall consist of a discussion of the Annual Informational Survey and where appropriate, as determined

by the Program Physician based on the Participant's responses to the Annual Informational Survey and/or physical examination, the provision of Program Services as set forth in Section (6) below.

5. Follow-Up Notification/Consultation:

- i. Following a Participant's Initial Screening Consultation and any Annual Surveillance Consultations, the Program Physician shall notify the respective Participant of the results of the Consultation.
- ii. Based on the results of the Consultation, pursuant to Sections (e)(3)(ii) and (e)(4)(ii), the Program Physician shall determine whether Program Services shall be provided.

6. Program Services. At the time of an Initial Screening Consultation or Annual Surveillance Consultation, or as follow up to such Consultations in accordance with Section (e)(5) above, Participants may receive Program Services at the Program Site, which shall consist solely of the following:

- i. For PFOA blood level, blood serum test for PFOA level once every other calendar year, but only during the first ten (10) years of the Program and only up to the maximum dollar amount as capped in the Settlement Agreement;
- ii. For thyroid disease, thyroid stimulating hormone blood test once annually;
- iii. For ulcerative colitis, consultation with Program Physician once annually;
- iv. For kidney cancer, urinalysis once annually;
- v. For testicular cancer, scrotal examination once annually for male Participants;

- vi. For uric acid abnormalities, uric acid and creatinine blood test once annually;
- vii. For hyperlipidemia, fasting total and LDL cholesterol blood test once annually;
- viii. For abnormal liver function, ALT, AST, GGT and bilirubin blood test once annually; and
- ix. For pregnant Participants, consultation with Program Physician regarding hypertensive disorders during pregnancy and breastfeeding, once per pregnancy.

7. Limitations.

- i. Exposure Class Members may receive the Program Services outlined in Section (e)(6) above only to the extent those services do not duplicate the primary care each individual currently receives from his or her physician. Exposure Class Members may receive no services under the Medical Monitoring Program after the earlier of (a) the Maximum Medical Monitoring Program Payment being expended or (b) fifteen (15) years from the Medical Monitoring Program's initiation.
- ii. Where an Exposure Class Member has received a diagnosis, or currently receives monitoring, testing, screening, or treatment for any Health Condition prior to a Consultation, that Exposure Class Member shall not receive Program Services for that Health Condition under the Medical Monitoring Program, nor shall such Program Services be approved for disbursement under the Medical Monitoring Program, except that if it is

determined by a treating physician that such Health Condition has resolved and requires no further follow up, the Exposure Class Member will once again be permitted to receive Program Services for such Health Condition under the Program if the Program Physician determines such testing and/or services are warranted.

- iii. Disbursements from the Medical Monitoring Program shall not be made to pay costs arising from (A) examinations and laboratory testing other than those enumerated in Section (e)(2)-(6); (B) imaging; (C) treatment; or (D) any services performed by, or under the supervision of, a physician other than a Program Physician (except as outlined for those living over 50 miles from the Program Site).

f) Confidentiality, Collection, Retention, and Use of Participant Information

- 1. The selection, role, and experience of, and/or any oral or written statements made by the Program Administrator, an Overseeing Program Physician, or a Program Physician in this Program or in any other connection or capacity therewith shall not be offered as evidence or otherwise utilized to support any contention, including but not limited to, as to his or her qualifications to fulfill this role or the alleged appropriateness of medical screening or surveillance due to PFOA exposure in any litigation or other proceeding, other than to enforce the Agreement. Nor shall any data or information received by any of the foregoing be used in any testimony before courts or administrative agencies or otherwise made public, subject to the terms of section (f)(4)(a)-(c) and (f)(5) below. As a condition of accepting his or her appointments, each of the foregoing individuals shall agree to be bound by this

term and all other terms herein that are applicable to him or her. Such obligations shall survive the duration of their work under and responsibilities to the Program.

2. All information relating to an Exposure Class Member that is disclosed or obtained by the Overseeing Program Physician, the Program Physicians, the Program Administrator, or any other authorized entity as part of the Medical Monitoring Program shall be deemed confidential and shall be treated as Protected Health Information subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and other applicable privacy laws.
3. Program Physicians shall retain all medical records of any Participants received or prepared in connection with an Initial Screening Consultation, an Initial Informational Survey, an Annual Surveillance Consultation, an Annual Informational Survey, or Program Services in compliance with the recordkeeping practices and state and federal laws applicable to each Program Physician. Information and medical records relating to Exposure Class Members shall not be used by the Overseeing Program Physician, the Program Physicians, or the Program Administrator for research, study, or any purpose other than those expressly outlined herein.
4. No reports, health information, or health data related to the Medical Monitoring Program shall be distributed or disclosed to anyone by the Medical Monitoring Program, the Program Administrator, the Overseeing Program Physician, or any Program Physician except: (a) Protected Health Information with respect to a particular Participant may be disclosed to that Participant or to his or her authorized medical providers upon receipt of appropriate and valid authorization; or (b) that

the Program Administrator shall facilitate the collection of data that will be disclosed or that will be contained in the Annual Participant Report, as set forth in Section (f)(5) below, or the Biannual Financial Disbursement Report, as set forth in Section (c)(6) above; or (c) as otherwise required by law. For purposes of this Exhibit C, health information and health data includes, but is not limited to, Participants' names and addresses, PFOA blood levels, demographic information, Informational Survey responses, personal or family medical history, information provided or created during or further to Consultations, Program Services and the results thereof, recommended testing, test results, and past, current, or recommended treatment information.

5. In addition to each Participant's right to receive his or her specific health data and information, the Program Administrator shall prepare an Annual Participant Report once each calendar year, which may be provided only to Participants as described more fully in Section (a)(2) above.
6. After the Medical Monitoring Program has terminated and any remainder of the Maximum Medical Monitoring Program Payment has been disbursed in accordance with Section III.5 of the Agreement, the Program Administrator shall arrange for all databases and/or data repositories created or used as part of the Medical Monitoring Program for the collection or organization of information relating to Participants to be destroyed, and shall certify to the Parties in writing that such databases and/or data repositories have been destroyed upon a request to so certify. This provision will not require the Program Administrator to destroy any records that are otherwise required to be retained under state or federal law.

7. The limitations described in Section (f) are not intended to prevent the Program Administrator or Class Counsel from providing Exposure Class Members with information regarding enrollment and participation in the Medical Monitoring Program or the consultations and Program Services available thereunder.

g) Miscellaneous

1. Nothing in the Agreement or in this Exhibit C shall be construed as Saint-Gobain's agreement with or endorsement of any oral or written statements, including but not limited to as to any purported health or environmental risks associated with PFOA or the appropriateness of any medical screening, surveillance, or treatment therefor, (i) made by the Program Administrator, the Overseeing Program Physician, a Program Physician, or the Medical Monitoring Program itself, or (ii) otherwise provided to Participants.