

SETTLEMENT AGREEMENT

Plaintiffs, by and through their counsel, and BJC Health System d/b/a BJC HealthCare, Barnes-Jewish Hospital, and Barnes-Jewish St. Peters Hospital and their affiliated hospitals listed in **Attachment A** (collectively, "BJC" for purposes of this Agreement), hereby enter into this Agreement pursuant to the terms and conditions set forth below, and subject to the approval of the court in the Action, as defined herein:

WHEREAS, Plaintiffs have instituted a putative class action styled *Dwight Quinn, David W. Kuneman, Freida Eyster and Danny G. Jarvis v. BJC Health System d/b/a BJC HealthCare, Barnes-Jewish Hospital, and Barnes-Jewish St. Peters Hospital*, No. 22052-00821-01 in the Circuit Court for the City of St. Louis (the "Action"), alleging that Defendants are charging and have charged uninsured patients excessive prices during the Class Period;

WHEREAS, Plaintiffs seek monetary damages, injunctive and other equitable relief on behalf of themselves and a putative class of uninsured patients who received or will receive healthcare treatment from BJC Affiliated Hospitals;

WHEREAS, Plaintiffs seek both retrospective and prospective relief on behalf of the Class;

WHEREAS, the Order issued by the trial court on March 2, 2007, certifying a class in the Action, is currently on appeal pursuant to Supreme Court Rule 84.035, to the Missouri Court of Appeals, Eastern District (the "Court of Appeals"), No. ED 89411 (the "Appeal");

WHEREAS, BJC denies all of the aforementioned allegations, denies any and all allegations of wrongdoing, fault, liability or damage of any kind to Plaintiffs and the Settlement Class, denies that BJC acted improperly or wrongfully in any way, and believes that this litigation has no merit;

WHEREAS, the Parties to this Agreement have conducted a thorough examination and investigation of the facts and law relating to the subject matters set forth in the Petition and the claims set forth therein;

WHEREAS, BJC has concluded that settlement is desirable in order to avoid the time and expense of defending protracted litigation and to resolve finally and completely the potential claims of all Class Members against BJC;

WHEREAS, Plaintiffs and Class Counsel recognize the costs and risks of prosecuting this litigation and believe that it is in Plaintiffs' interest, and in the interest of all members of the Settlement Class, to resolve finally and completely the potential claims of the Plaintiffs and the Class Members against BJC;

WHEREAS, document and deposition discovery has been taken in this Action and arms' length negotiations have taken place between Class Counsel and BJC;

WHEREAS, Class Counsel have litigated cases on behalf of uninsured patients against other hospitals and, as a result of that experience, have become knowledgeable about hospital billing practices, and about hospital collection practices related to uninsured patients;

WHEREAS, the undersigned parties believe that this Agreement offers significant benefits to the Settlement Class and is fair, reasonable, adequate and in the best interest of all members of the Settlement Class; and

WHEREAS, BJC has agreed to class action treatment of the claims alleged in the Action solely for the purpose of effecting the compromise and settlement of those claims on a class basis as set forth herein.

NOW, THEREFORE, the undersigned Parties stipulate and agree that all claims of the Plaintiffs and Class Members against BJC shall be finally settled, discharged and resolved on the terms and conditions set forth below.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the defined meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

“**Action**” means the action that the Plaintiffs have filed on behalf of uninsured patients against BJC and styled as *Dwight Quinn, David W. Kuneman, Freida Eyster and Danny G. Jarvis v. BJC Health System d/b/a BJC HealthCare, Barnes-Jewish Hospital, and Barnes-Jewish St. Peters Hospital*, No. 22052-00821-01 in the Circuit Court for the City of St. Louis.

“**Appeal**” means the appeal taken by defendants of the Order issued by the trial court on March 2, 2007, certifying a class in the Action, to the Missouri Court of Appeals, Eastern District (the “Court of Appeals”), No. ED 89411.

“**Attorneys’ Fees, Costs and Expenses**” means the settlement amounts approved by the Court for payment to Class Counsel, including attorneys’ fees, costs, and litigation expenses.

“**BJC**” means defendants BJC Health System d/b/a BJC HealthCare, Barnes-Jewish Hospital, and Barnes-Jewish St. Peters Hospital and shall specifically include all BJC-affiliated hospitals identified in **Attachment A** hereto.

“**BJC Affiliated Hospitals**” means the hospitals affiliated with BJC Health System d/b/a BJC HealthCare that are identified on **Attachment A** hereto.

“**BJC Health System**” shall mean BJC Health System d/b/a BJC Health Care.

“Charity Care Policy” means the Policy adopted by each BJC Affiliated Hospital, on or about January 1, 2005, and as amended from time to time thereafter. The Charity Care Policy is **Attachment B** hereto.

“Claims Administrator” means the qualified third party selected by the Parties and approved by the Court in the Preliminary Approval Order to perform certain administrative tasks as set forth in this Agreement. The Parties agree to recommend that the Court appoint Orran L. Brown of BrownGreer PLC as Claims Administrator.

“Claim Form” means the claim form, substantially in the form set forth in **Attachment D** to this Agreement.

“Class Counsel,” “Plaintiffs’ Counsel,” “Counsel for Plaintiffs” and/or “Counsel for the Class” means Gray, Ritter and Graham, PC, and Bartimus, Frickleton, Robertson & Gorny, PC.

“Class Members” means those persons as defined in **“Settlement Class”** below.

“Class Period” means January 1, 1999, through the date four years following the date of the Final Order and Judgment.

“Class Settlement” means the terms of the settlement provided in this Agreement.

“Court” means the Circuit Court for the City of St. Louis.

“Disclosed Charges” means charges for Hospital Services which were made known to the patient before services were rendered in accordance with the BJC Affiliated Hospital’s regular procedures applicable to services (identifiable by specific billing codes) that are offered as part of pre-packaged plans or for which pre-payment is required.

“Effective Date” means the date three business days after the date on which the Settlement and Final Order have become “Final” in that all of the following conditions have been satisfied:

- (1) The Final Order has been entered; and
- (2)(a) if an appeal or reconsideration is not sought from the Final Order, the expiration of the time for the filing an appeal or motion for reconsideration; or
- (2)(b) if an appeal or reconsideration is sought from the Final Order, the date on which the Final Order is affirmed and is no longer subject to judicial review or the date on which the appeal, petition for review or motion for reconsideration is dismissed or denied and the Final Order is no longer subject to judicial review.

“Effective Period” means the time period beginning on the Effective Date and ending four years from that date.

“Fairness Hearing” means the final hearing(s) scheduled by the Court in the Action, after proper notice, to determine whether to approve this Agreement.

“Final Order and Judgment” means the last of the orders and final judgment of the Court dismissing the Action with prejudice as to BJC and approving this Agreement, substantially in the form attached hereto as **Attachment H**.

“Hospital Goods and Services” or **“Hospital Services”** means the following goods and services, including all charges for all hospital rooms, equipment, drugs, devices, and all other goods and services typically provided to patients in a hospital, including: (a) emergency medical

goods and services provided in an emergency room setting; (b) goods and services for a condition which, if not reasonably timely treated, would lead to an adverse change in the health status of an individual; (c) non-elective goods and services in a non-emergency room setting; (d) medically necessary goods and services provided to Medicaid beneficiaries that are not covered by their respective Medicaid programs; and (e) any other medically necessary goods and services not contemplated in (a) – (d) above. Those goods and services that are not Hospital Services include, but are not limited to, the following: (a) services typically not covered by insurance; (b) goods or services provided principally for cosmetic purposes; (c) elective surgeries and other elective goods and services not medically necessary to treat an illness or injury; (d) experimental goods or services (including, but not limited to, those provided to a patient as part of a clinical trial or research program) to the extent these goods and services typically are not covered by insurance; (e) physician services, treatments or procedures and (f) goods and services for which there were Disclosed Charges.

“**Notice**” means the Court-approved Notice of Class Action and Settlement to be provided to the Class as set forth herein, substantially in the form of **Attachment C**.

“**Claims Administration Expenses**” means all reasonable costs and expenses incurred in connection with administering the Agreement.

“**Parties**” means Plaintiffs Dwight Quinn, David W. Kuneman, Freida Eyster and Danny G. Jarvis and Defendants BJC Health System d/b/a BJC HealthCare, Barnes-Jewish Hospital, and Barnes-Jewish St. Peters Hospital.

“**Patients**” means all patients who received or will receive Hospital Services at any of the BJC Affiliated Hospitals identified on **Attachment A** during the Class Period, as well as such patients’ guarantors.

“Petition” means the Second Amended Class Action Petition that Plaintiffs, through Class Counsel, have filed in the Action.

“Plaintiffs” mean Dwight Quinn, David W. Kuneman, Freida Eyster and Danny G. Jarvis.

“Preliminary Approval Order” means the order of the Court, substantially in the form of **Attachment G** hereto, granting preliminary approval of this Agreement and authorizing the Notice.

“Publication Notice” means the Court-approved form of notice of this Agreement to the Settlement Class, for publication in newspapers, periodicals or websites, substantially in the form of **Attachment E**.

“Related Parties” means all of BJC’s past and present officers, directors, religious sponsors, agents, designees, servants, sureties, attorneys, employees, parent entities, associates, controlling or principal member(s), general or limited partners or partnerships, accountants, consultants, subsidiaries, divisions, affiliates, insurers, and all predecessors and successors in interest, assigns, or legal representatives. Related Parties specifically excludes non-employee physicians with privileges at BJC Affiliated Hospitals whose charges for treatment are not covered by the monetary relief provisions set forth in this Agreement.

“Released Claims” means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, contracts, agreements and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, arising before the date of Final Approval or at any time thereafter through and including the Effective Period of this Agreement, including unknown claims, of the Plaintiffs and all Class Members that were or could have been or may be brought against BJC and/or their

Related Parties, or any of them, based upon, or arising out of the factual or legal assertions set forth in the Petition. "Released Claims" does not include claims for personal injury or medical malpractice, claims related to the quality or standard of care provided to patients, claims involving billing, pricing or collection activity arising from a bill for treatment not issued by a BJC Affiliated Hospital or by a Related Party, or claims related to mistakes or inaccuracies in billings, but shall include, without limitation and solely by way of example, all claims for damages, remedies or relief of whatever kind or character, by statute, regulation, judicial decision or in equity or any other manner that are based upon or arise out of the factual or legal assertions set forth in the Petition, including but not limited to any claims for:

1. misrepresentation, failure to disclose, breach of fiduciary duty, breach of contract, breach of duty of good faith and fair dealing, breach of charitable trust, civil conspiracy, conspiring with the American Hospital Association, consumer fraud, refunds, unfair business practices, deceptive trade practices, Unfair and Deceptive Acts and Practices, Fair Debt Collection Practices Act, provisions of the Internal Revenue Code related to tax exemption, provisions of the Missouri Taxation and Revenue Code related to tax exemption, Missouri Merchandising Practices Act, unjust enrichment, constructive trust, constructive fraud, disgorgement and other similar claims whether arising in law or equity or under statute, regulation or judicial decision and all other theories of liability arising from or in any way connected with billing or collection practices of a BJC Affiliated Hospital;
2. compensatory damages, punitive, exemplary, statutory, and other multiple damages or penalties of any kind or character including without limitation, economic or business losses or disgorgement of profits or restitution.

3. injunctive, declaratory or any other equitable relief of any kind or nature whatsoever;
4. pre-judgment or post-judgment interest;
5. class representatives' awards, claims administration expenses; and/or
6. attorneys' fees, costs of court or litigation expenses.

"Released Parties" means the Plaintiffs, BJC and the Related Parties.

"Settlement Agreement" or **"Agreement"** means this Agreement and the attachments attached hereto.

"Settlement Class" means all Uninsured Patients who: (i) received or will receive Hospital Services at a BJC Affiliated Hospital during the Class Period; and (ii) were not provided Disclosed Charges in advance of receiving the Hospital Services.

"Settling Parties" or **"Settling Party"** consists of all Class Members and BJC.

"Third-Party Payor" means (i) any governmental program providing hospital benefits; (ii) any private insurance policy or health plan (whether individual or group) providing hospital benefits, including, but not limited to, any policies or plans sponsored or administered by employers, unions, mutual benefit associations, or workers compensation programs.

"Uninsured Patients" or **"Uninsured"** means Patients whose Hospital Services are not covered by an indemnity payor or a Third-Party Payor (other than the patient's family).

II. REQUIRED EVENTS

Promptly after the execution of this Agreement by representatives of both Parties:

A. Lifting of Stay.

The Parties shall file a joint motion with the Court of Appeals requesting that it (1) hold in abeyance any further consideration of the Appeal until such time as the trial court approves or disapproves the settlement; (2) lift the stay of trial court proceedings

entered on April 23, 2007, for the purpose of allowing the trial court to consider this settlement, conduct a Fairness Hearing and approve or disapprove the settlement. The parties further agree that if for any reason the settlement is not approved by final order of a court, the Court of Appeals shall resume its consideration of the Appeal. If the settlement is approved, the parties shall jointly request that the Court of Appeals dismiss the Appeal as moot.

B. Filing.

Class Counsel shall submit for Preliminary Approval the Agreement, thereby notifying the Court that the Parties have reached a settlement.

C. Approval.

The Parties, through counsel, shall take all necessary steps to obtain judicial approval of the Class Settlement and the dismissal with prejudice of the Action. As part of the approval process, the Parties agree to cooperate and use their best efforts to describe and establish the benefits of this Agreement to the Settlement Class.

D. Motion.

To effectuate the requirements of Paragraphs II(B) and II(C) above, the Parties shall move for an order in substantially the same form as **Attachment G** (“Preliminary Approval Order”), which by its terms shall:

1. Preliminarily approve the terms of the Class Settlement;
2. Conditionally certify the Settlement Class for settlement purposes only;
3. Determine or approve the notice to be given to the Settlement Class advising them of the Class Settlement and of the Fairness Hearing to be held to determine the fairness, reasonableness and adequacy of the Class Settlement;
4. Approve the Claims Administrator; and

5. Schedule hearings to review comments regarding the Class Settlement and to consider the fairness, reasonableness and adequacy of the Class Settlement and the application for an award of attorneys' fees and reimbursement of expenses, and to consider whether the Court should issue a Final Order and Judgment (in substantially the form attached as **Attachment H**) approving the Class Settlement as fair, equitable and reasonable, dismissing the Action with prejudice as to BJC, awarding appropriate attorneys' fees and costs to Class Counsel, and awarding Class Representative awards to each of the Class Representatives.

E. Efforts.

Class Counsel and BJC and its counsel will cooperate to undertake all reasonable actions in order to accomplish the events described in this Section II. In the event that the Court fails to grant Preliminary Approval or fails to issue a Final Order, Class Counsel and BJC agree to use all reasonable efforts, consistent with this Agreement, to cure any defect identified by the Court.

F. Final Order and Judgment.

Class Counsel and BJC, through counsel, shall use all reasonable efforts, consistent with this Agreement, to promptly obtain a Final Order and Judgment, substantially in the form of **Attachment H**.

III. SETTLEMENT TERMS

A. Prospective Relief.

The following paragraphs set forth BJC's obligations to provide prospective relief under the settlement. BJC shall use reasonable best efforts to implement these provisions as soon after the Effective Date as feasible and, in any event, shall cause all of the provisions set forth in section III(A) of this agreement to be implemented on a date that is

no later than forty-five (45) days after the Effective Date of the settlement. BJC shall also use its reasonable best efforts to extend the discounts set forth in this section to Uninsured Patients who receive Hospital Services at a BJC Affiliated Hospital after the date of Preliminary Approval of the settlement but prior to the Effective Date, provided, however, that BJC Affiliated Hospitals may defer actual provision of such discounts until such time as all of the obligations to provide prospective relief have been implemented.

1. Self-Pay Discount Policy

- a. For at least four years from the Effective Date (the “Effective Period”), BJC shall maintain a “Self-Pay Discount Policy” under which any Uninsured Patient who receives Hospital Services at a BJC Affiliated Hospital shall receive a discount of 25% from the BJC Affiliated Hospital’s Chargemaster charges for the Hospital Services rendered (the “Self-Pay Discount”). A BJC Affiliated Hospital may freely adopt more favorable discounts to Uninsured Patients than provided for in the Self-Pay Discount Policy.
- b. Nothing herein shall prevent BJC from entering into agreements with: (1) individual Uninsured Patients with respect to Hospital Services offered as part of a pre-packaged plan or for which pre-payment is required; or (2) any foreign national who is receiving Hospital Services from a BJC Affiliated Hospital through or with the assistance of a foreign embassy. In both instances, the BJC Affiliated Hospital will be entitled to charge the patient the amounts specified in the agreement and the Self-Pay Discount Policy shall not apply.

- c. During the term of this Agreement, any of the BJC Affiliated Hospitals may seek to modify its Self-Pay Discount Policy, including a reduction in the Self-Pay Discount, if in good faith it believes that unforeseen and significant changed circumstances warrant such an adjustment.
- Circumstances that may be considered include, but are not limited to: changes in the Hospital's charging structure; a decrease in discounts the hospital is offering to managed care companies; significant increases in the number of Uninsured Patients provided Hospital Services at a BJC Affiliated Hospital following the reduction in health coverage by government, private or other health-care related entities, whether in response to the provisions of this settlement or otherwise; significant increases in the amount of Uninsured Patients outside of a BJC Affiliated Hospital's traditional service areas; changes in local market conditions, including but not limited to mergers, acquisitions or similar transactions; and changes in federal, state or local law or regulation, or rulings or guidelines of any agency. The BJC Affiliated Hospital shall be entitled to adjust its Self-Pay Discount upon a showing that, given the unforeseen and significant changed circumstances, continued application of the Self-Pay Discount Policy would effect a material negative change on the BJC Affiliated Hospital's pricing, charging or reimbursement structure. If a BJC Affiliated Hospital proposes to adjust the Self-Pay Discount downward, BJC shall notify Class Counsel and shall meet and confer with Class Counsel to discuss the unforeseen changed circumstances and

proposed adjustment. Any proposed change to the Self-Pay Discount which provides a less favorable discount to Uninsured Patients must be approved by the Court.

2. Charity Care Policy

The Charity Care Policy, in the form attached as Exhibit B hereto, shall remain in force at BJC Affiliated Hospitals throughout the Effective Period, except that a BJC Affiliated Hospital may freely adopt more favorable discounts than those provided for in the Charity Care Policy. The discount provided under the Charity Care Policy is, and will continue to be, based on the federal poverty guidelines in effect for the year the Hospital Services are billed. The discount contained in the Charity Care Policy will be applied to the balance remaining after any Self-Pay Discount.

3. Prompt Pay Discount

The Self-Pay Discount Policy shall set forth that Uninsured Patients will be eligible for a 5% discount from billed charges if they pay within thirty (30) days of initial billing (the "Prompt Pay Discount"). The Prompt Pay Discount will be applied to the balance remaining after application of the Self-Pay Discount and the Charity Care Discount. The Prompt Pay Discount shall be applied prospectively only.

4. Communications regarding Discount Policies

- a. BJC agrees (1) to post in patient admitting areas of BJC Affiliated Hospitals in a conspicuous place and manner a notice of its Self-Pay Discount Policy and Charity Care Policy (consistent with the exemplar attached hereto as **Attachment F**) including a simple statement that Uninsured Patients will be billed a reduced rate and that they may qualify

for free or further reduced cost medical care by paying promptly or by filling out an application for financial assistance; (2) to make available brochures explaining these policies in registration, admitting, emergency and urgent care areas and in patient financial services offices located on BJC Affiliated Hospital campuses; (3) to provide notice that payment assistance is available on or with all billing statements, on all statements of services, on the BJC website and each of the websites for its affiliated hospitals listed in **Attachment A**, if any; (4) to ensure that conspicuous signs posted in the admitting areas and brochures are printed in appropriate languages as may be required under applicable law; (5) to train all admitting and registration staffs on the Self-Pay Discount Policy, the Prompt Pay Discount and the Charity Care Policy, and instruct them to advise all uninsured patients about these discounts and policies; and (6) to remind and inform all admitting, registration and medical staff of the Self-Pay Discount Policy, the Prompt Pay Discount and the Charity Care Policy and any material changes thereto, whether in publications addressed to them or otherwise.

- b. Prior to the Effective Date, BJC agrees to provide Class Counsel with exemplars of the brochures, posters, billing statement language and training instructions.

5. Full Satisfaction of Plaintiffs' Claims for Prospective Relief

The Final Order shall provide that the prospective relief provided for herein represents full and complete satisfaction for any claims for injunctive relief that were or

could have been asserted in the Action; and that Plaintiffs and the Class shall be enjoined from hereafter challenging the reasonableness of the Self-Pay Discount Policy, the Prompt Pay Discount or the Charity Care Policy, including but not limited to the amount of the discounts set forth therein.

B. Retrospective Relief to Class Members

The following paragraphs set forth BJC's obligations to provide retrospective relief under the Settlement. Notwithstanding any other provision in this Agreement, such retrospective relief shall be limited to charges for Hospital Services.

1. A Class Member who received Hospital Services during the Class Period shall be automatically eligible for a Self-Pay Discount. The discount shall be provided, as set forth below, by a bill adjustment or, if applicable, by a monetary refund of the amount paid by the Class Member in excess of the amount of the bill after the Self-Pay Discount has been applied.
2. The Charity Care Policy shall be applied retrospectively for all Class Members who received Hospital Services during the Class Period and make a request for such relief, either through submission of a Claim Form or otherwise. If a Class Member seeks retrospective application of the Charity Care Policy, the Class Member shall be sent an application form in accordance with the procedures set forth in the Charity Care Policy, which when returned will be processed by each BJC Affiliated Hospital in accordance with the guidelines set forth therein.
3. Each BJC Affiliated Hospital shall identify the accounts of Uninsured Patients who received Hospital Services during the Class Period that: have outstanding balances; were not the subject of Disclosed Charges; and have not been the subject of prior downward adjustments (other than charity care) exceeding 25% of

billed Chargemaster charges. The BJC Affiliated Hospital shall automatically apply the Self-Pay Discount to all such accounts. For any Class Member who has requested retrospective application of the Charity Care Policy, the downward adjustment shall also include the amount of Charity Care Discount to which the Class Member is entitled. For any account still being billed by the BJC Affiliated Hospital, these discounts will be reflected on the billing statements sent to the Class Member in the next billing cycle. If any such account is with a collection agency, the BJC Affiliated Hospital will instruct the agency to reflect such discounts in its collection efforts, including notifying the patient of the discount and the new outstanding balance. The Claims Administrator shall test a sample of the determinations made by BJC Affiliated Hospitals under this Section to verify BJC's methodology for applying discounts and calculating the amounts thereof.

4. Class Members seeking a refund shall be required to fill out a Claim Form stating the year in which Hospital Services were received and the name of the BJC Affiliated Hospital in which Hospital Services were provided and affirming, under penalty of perjury, the following information: (1) that the Class Member qualified as an Uninsured Patient in the year in which Hospital Services were provided; (2) that the Class Member paid some or all of the amount billed by the BJC Affiliated Hospital for the Hospital Services; and (3) that the Class Member was not aware of the amount to be charged for the Hospital Services prior to receiving them. Such Claim Form shall be submitted to the Claims Administrator and processed as detailed in Section V, below.

5. For any Class Member who is the subject of a collections judgment for an unpaid bill for Hospital Services during the Class Period and who submits a Claim Form or otherwise makes a request in writing to BJC, BJC agrees that the BJC Affiliated Hospitals will not seek to collect on the judgment in an amount in excess of the amount recalculated pursuant to the procedures set forth herein. BJC further agrees that it will in good faith take reasonable steps, to the extent practicable, to modify the judgment to reflect any refunds or discounts the Class Member receives under this Settlement, if the Class Member so requests and submits a copy of the judgment with his or her Claim Form or other written request.

C. Term of Agreement

The terms and requirements of this Agreement shall expire on that date four (4) years from the date of the Final Order and Judgment. The terms and requirements of this Agreement shall apply to the hospitals identified on **Attachment A** hereto only so long as any such hospitals are affiliated, owned or controlled by BJC.

D. Modification of Agreement.

1. Nothing in this Agreement shall require BJC to take any action, or to refrain from taking any action, that would violate in any way the provisions of any statute, regulation or other law of any kind. The Parties recognize that going forward BJC must have the flexibility to take whatever action that may be required to avoid violating any statutes, regulations, rulings or guidelines of any agency, or laws, and to ensure the orderly provision of hospital services to its patients. If BJC determines that a modification of this Agreement becomes necessary, BJC shall comply with the process set forth in Sections III(D)(2)-(3) below.

2. BJC shall timely notify Class Counsel of any proposed modification of this Agreement. The Parties shall use good faith efforts to resolve promptly any disputes regarding the proposed modification.
3. In the event that good faith negotiations pursuant to Section III(D)(2) are unsuccessful, BJC shall petition the Court for a declaration concerning the proposed modification. Such petition shall be granted only upon the finding by the Court that good cause exists for the proposed modification. In determining the specific proposed modification, the Court may consider alternate modifications, if applicable, consistent with effectuating the purposes of this Agreement.

IV. NOTIFICATION OF SETTLEMENT TO CLASS MEMBERS

A. Overview.

Notice of this Settlement will be provided to the Settlement Class as set forth below, informing them, of among other things, the terms of Agreement; the rights that will be provided and extinguished under the Agreement, and their rights and the processes by which to object to, or exclude themselves from the Settlement. The notice will inform them that they may be entitled to the Self-Pay Discount for past or future Hospital Services. The notice will also inform them of BJC's Charity Care Policy, that it may be applied to past or future bills for Hospital Services and that they may request an application to be considered for a Charity Care Discount. The notice will further inform them that if they paid more than the amount of their bill after application of all applicable discounts, they may be entitled to a refund or, if lesser amounts were paid or if no amount was paid, to a revised and reduced bill or to a complete forgiveness of their bill pursuant to the terms of this Agreement. In addition, the notice will advise them of any Claim

Form they must complete in order to participate in certain of the retrospective Class benefits described herein.

B. Claims Administrator.

Class Counsel and BJC shall select a Claims Administrator to be approved by the Court. The Claims Administrator shall: (1) consult with staff of the BJC Affiliated Hospitals responsible for implementing notice to Class Members for the purpose of reporting to the court as to the sufficiency of the measures undertaken by the BJC Affiliated Hospitals to provide notice in the fashion required under this Agreement; and (2) undertake the administrative tasks set forth below.

C. Confidentiality.

The Claims Administrator (and any person retained by the Claims Administrator) shall sign a Health Information Protection Agreement in the form attached hereto as **Attachment I** which provides, among other things, that the names, addresses and other information about specific Class Members provided by either BJC, Class Counsel or by individual Class Members shall all be treated as confidential and shall be used by the Claims Administrator only as required by this Agreement. The Parties expressly acknowledge that the Claims Administrator's designation as a "Business Associate" in the Health Information Protection Agreement is necessary in order to comply with the confidentiality provisions of the Health Insurance Portability and Accountability Act and expressly agree that neither this designation nor the fact that the Claims Administrator executes the Health Information Protection Agreement shall be deemed to affect in any way the Claims Administrator's ability to act fairly and impartially under this Agreement.

D. Publication Notice.

BJC shall cause the Publication Notice to be published in print media as set forth in the Preliminary Approval Order. The identification of such media shall be agreed to by Class Counsel and BJC. The publication Notice shall be substantially in the same form as the exemplar submitted as **Attachment E**. To provide the best practicable notice to the Settlement Class, the publication of the Notice will be completed by no later than the deadline for each BJC Affiliated Hospital to mail the Notice of Settlement and Claim Form, as specified in Paragraph IV(E). In addition, BJC and the BJC Affiliated Hospitals will place the publication Notice on the BJC website and each of the websites for its affiliated hospitals listed in **Attachment A**. BJC will pay for the costs of Publication Notice.

E. Individual Notice.

Within sixty (60) days following the Preliminary Approval date, each BJC Affiliated Hospital shall identify, by account number, patient name and patient's last known billing address, the accounts of Uninsured Patients who received Hospital Services during the Class Period at that BJC Affiliated Hospital where the following criteria are satisfied: (a) the patient made payments in excess of \$500 towards that account; (b) the Hospital Services were not the subject of Disclosed Charges; and (c) the account has not been the subject of prior downward adjustments (other than charity care) exceeding 25% of billed Chargemaster charges. Within thirty (30) days of identifying any such accounts that are currently being billed, the BJC Affiliated Hospital shall mail, via first class postage, the Notice of Settlement and Claim Form, in the form approved by the Court in the Preliminary Approval Order, to the patients identified above at his or her last known address. With respect to any accounts currently being billed, the BJC

Affiliated Hospital shall accomplish individual notice by the method set forth above or may do so by enclosing the Notice of Settlement and Claim Form in the next scheduled billing statement sent for that account, provided that the outside of the envelope containing the billing statement makes conspicuous reference to the fact that the contents contain a Notice of Settlement and Claim Form and that it should be carefully reviewed because it affects the recipients' legal rights. With respect to accounts that are with a collection agency, the BJC Affiliated Hospital will instruct the collection agency to accomplish individual notice on its behalf in the manner set forth above.

F. Class Members No Longer Subject to Billing or Collection

No individual notice need be provided with respect to accounts that no longer appear in the records of BJC Affiliated Hospitals in any reasonably accessible manner and are no longer the subject of billing or collection activity by the BJC Affiliated Hospital. The parties agree that the best notice practicable for such Class Members is notice by publication as set forth in Section IV(D). BJC agrees that any such Class Members will be released from any liability for amounts still owing for Hospital Services they received at a BJC Affiliated Hospital without regard to whether the Class Member submits a Claim Form and without such Class Member taking any further action.

G. Proof of Notice.

BJC shall provide affidavits to the Court, with a copy to Class Counsel and the Claims Administrator, attesting to the measures undertaken to provide the Notice and Claim Forms to Class Members.

H. Costs of Notice and Claim Administration.

BJC shall pay all reasonable costs associated with Notice and Claims Administration.

V. CLAIMS ADMINISTRATION

A. Claim Form.

Members of the Settlement Class seeking benefits under Section III(B) who are required to submit a claim form will be directed to send a Claim Form to the Claims Administrator in substantially the form attached hereto as **Attachment D**, as approved by the Court. The Claim Form will bear the Class Member's signature under penalty of perjury.

B. Claims Processing.

1. The Claim Administrator shall review each Claim Form to determine whether it meets the requirements set forth in this Agreement and in the Claim Form instructions. If so, a copy of the Claim Form shall be delivered to BJC. BJC shall apply the Self-Pay Discount and any applicable and requested Charity Care Discount for which the Class Member has applied and is eligible, and calculate the refund, if any, to which the Class Member is entitled. The data within the patient accounting systems of the BJC Affiliated Hospitals shall be the primary deciding and controlling factor in evaluating the claims of potential claimants pursuant to this Agreement. Within thirty (30) days of receipt of the Claim Form, BJC shall advise the Claims Administrator of its determination with respect to any refund. If a BJC Affiliated Hospital determines, based on the information in its patient accounting system, that the Claimant is not a member of the Class or otherwise is not entitled to benefits under this Agreement, BJC shall report that determination to the Claims Administrator.
2. The Claims Administrator shall send a letter to the Claimant, explaining the benefit to be provided under the Agreement as determined by BJC (the

“Determination Letter”). The Claims Administrator shall contemporaneously provide to Class Counsel and to BJC copies of all Determination Letters.

3. BJC shall direct payment to the Claimant within thirty (30) days of the date the Claims Administrator issues a Determination Letter with respect to the claim, provided that if the Determination is the subject of a contest or appeal, BJC shall pay any refund that is due within thirty (30) days of the final determination of the Claim.
4. The Claims Administrator shall test a sample of Claims in order to verify BJC’s methodology for determining Class Members’ entitlement to refunds and calculating the amounts thereof.

C. Deceased Claimants and Guarantors.

The benefits of this Settlement shall flow to deceased patients. Claims may be filed on behalf of deceased claimants by representatives of their estate if appropriate documentation is provided. Any claims paid to a deceased claimant shall be made payable to the estate of the deceased claimant. Nothing herein shall permit a living claimant to assign any rights under this Agreement without the express written consent of the Parties. To the extent BJC has pursued collection against Guarantors of Class Members, the benefits of this Settlement will flow to Guarantors, and Guarantors may file a claim.

D. Timing.

All Claim Forms must be submitted by the postmark date set forth in the Court’s Preliminary Approval Order and as specified in the Notice. Any Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any payment

pursuant to this Agreement, but shall in all other respects be bound by the terms of this Agreement and by the final judgment entered in the Action.

E. Rejected Claims.

Claim Forms that do not substantially meet the requirements set forth in this Agreement and in the Claim Form instructions shall be rejected. This shall include, but is not limited to, failures to accurately provide requested information, including any necessary patient-identifying information. The Claims Administrator shall notify, in a timely fashion, any claimant whose Claim Form has been rejected, setting forth the reasons in a Determination Letter. If the Claimant does not submit a revised claim form that substantially meets the requirements set forth in this Agreement within thirty (30) days of the date the Claimant receives the Determination Letter from the Claims Administrator, the Claimant shall be barred from receiving any refund.

F. Claimant Disputes Regarding Claims.

1. If any claimant desires to contest the determination made with respect to his or her Claim, including a rejection thereof, the claimant must, within thirty (30) calendar days of the date the Claimant receives the Determination Letter, serve upon the Claims Administrator a statement of reasons indicating the claimant's grounds for contesting the determination along with any supporting documentation, and requesting review of the determination. If the Claims Administrator modifies the benefits determination in favor of the claimant, the Claims Administrator will issue a new Determination Letter consistent with Subparagraph B, above. If the Claims Administrator does not modify the previous determination, the Claims Administrator shall so advise the claimant within thirty (30) days by Supplemental Determination Letter. Such

Supplemental Determination Letter shall also advise the claimant that he or she may seek appeal to the Court by sending a Notice of Appeal to the Claims Administrator within twenty (20) days of the date of the mailing of the Supplemental Letter of Determination.

2. If a Notice of Appeal is received, the Claims Administrator shall send a copy of such appeal to Class Counsel and BJC. The Court shall undertake a review of the Notice of Appeal under the abuse of discretion standard. The Court will make the final determination of all such disputed claims.

G. No Liability for Benefits Determinations.

No person shall have any claim against BJC, any Related Party, the Plaintiffs, the Settlement Class, Class Counsel, or the Claims Administrator, based on any eligibility determinations, distributions or payments made in accordance with this Agreement.

H. No Payment if Effective Date Not Reached.

If this Agreement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made.

VI. OBJECTIONS AND OPT-OUTS BY SETTLEMENT CLASS MEMBERS

A. Objections.

Any Class Member who intends to object to the fairness, reasonableness and adequacy of the Class Settlement (hereinafter "Objections") must sign and mail a written Objection to the Court within forty-five (45) days after the mailing of the Notices are completed pursuant to Section IV(E) above. Class Members making Objections must set forth their full name, current address and telephone number. Objecting Class Members must also state in writing all Objections and the reasons therefore, and a statement whether the Objector intends to appear at the Fairness Hearing(s) either with or without

separate counsel. Members of the Settlement Class who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any Objections and shall be foreclosed from making any Objection (whether by appeal or otherwise) to this Agreement.

B. Exclusions/Opt-Outs.

1. Any Class Members who elect to exclude themselves or “opt out” of this Agreement must file a written Request to Opt Out with the Claim Administrator on or before the date specified in the Preliminary Approval Order. The Claims Administrator will record the date of receipt of the Request for Opt Out and forward copies to both BJC and Class Counsel within two (2) business days following receipt. The Claims Administrator shall retain the originals of all written Requests for Opt Out until such time as it has completed its duties and responsibilities under this Agreement. The Request to Opt Out shall be signed by the Class Member, and include his/her name, address, and telephone number, with a statement that includes the following language:

I understand that I am requesting to be excluded from the class monetary settlement and that I will receive no monetary refund or debt reduction under the settlement entered into by BJC. I understand that if I exclude myself from the class settlement, I cannot object to the settlement procedure in this notice. I then may bring a separate legal action at my own expense, but may receive nothing or less than what I would have received if I had filed a claim under the settlement procedure in this case.

2. Class Members who opt out of the Settlement will relinquish their rights to benefits hereunder and will not release their claims under Section VII below. However, Class Members who fail to submit a valid and timely Request to Opt Out on or before the date specified in the Preliminary Approval Order and Notice shall be bound by all terms of this Agreement and the Final Order and Judgment, regardless of whether they have requested exclusion from the Settlement.
3. Any Class Member who submits a timely Request to Opt Out may not file an Objection to the Settlement and shall be deemed to have waived any rights or benefits under this Agreement.

C. **Rescission of Opt-Outs.**

1. The parties recognize that some Class Members who initially submit a Request to Opt Out seeking exclusion may, upon further reflection, wish to withdraw or rescind such Opt Out Requests. The Parties agree that Class Members shall be permitted to withdraw or rescind their Opt Out Requests by submitting a “Rescission of Opt-out” statement to the Claims Administrator that includes their name, address, and telephone number and the following language:

I previously submitted a Request to Opt Out seeking exclusion from the class monetary settlement. I have reconsidered and wish to withdraw my Opt Out Request. I understand that by rescinding my Opt Out Request I may be eligible to receive a monetary refund or debt reduction under this Agreement and release claims under the terms of this Agreement

2. A class member submitting such a rescission statement shall sign and date the statement and cause it to be delivered to the Claims Administrator no later than five (5) business days prior to the date of the Fairness Hearing.
3. The Claims Administrator shall stamp the date received on the original of any Rescission of Opt Out Statement and serve copies to Class Counsel and counsel for BJC no later than (2) days after receipt thereof. The Claims Administrator shall retain originals of all Rescissions of Opt-Out statements until such time as the Claims Administrator is relieved of its duties and responsibilities under this Agreement.

D. Process for BJC's Rescission of Agreement.

Not later than (3) business days after the deadline for submission of requests for exclusion or opt-out, the Claims Administrator shall provide to Class Counsel and BJC a complete opt-out list together with copies of the opt-out requests that have not previously been provided. The Claims Administrator shall also provide to Class Counsel and BJC by that date a complete list of all Class Members who have submitted rescission statements by that date. Notwithstanding any other provision of this Agreement, if more than 500 persons opt out without rescission, BJC may rescind and revoke the entire settlement and this Agreement without liability or obligation, thereby rendering the settlement and Settlement Agreement void in their entirety, by sending written notice that BJC revokes the settlement pursuant to this paragraph to Class Counsel within fifteen (15) days following the date the Claims Administrator provides BJC with the complete opt-out list.

E. Fairness Hearing.

On the date set forth in the Preliminary Approval Order, a Fairness Hearing shall be conducted to determine final approval of the settlement along with the amount properly payable for attorneys' fees, costs and expenses. Upon final approval of this Agreement by the Court at or after the Fairness Hearing, the Parties shall present the Final Order and Judgment, substantially in the form attached to this Agreement as **Attachment H** to the Court for approval and entry.

VII. RELEASES, DISMISSAL OF ACTION AND JURISDICTION OF COURT

A. Release of Claims By Settlement Class.

It is hereby agreed that upon the Effective Date, the Plaintiffs and all Class Members and their heirs, executors, estates, predecessors, successors, assigns, agents and representatives shall be deemed to have jointly and severally released and forever discharged BJC and the Related Parties from any and all Released Claims, whether known or unknown, arising from conduct alleged in the Petition, and shall be fully and forever barred and enjoined from instituting or prosecuting in any court or tribunal, either directly or indirectly, individually or representatively, any and all Released Claims against BJC or any of the Related Parties.

B. BJC's Rights to Seek Payments Not Otherwise Waived Pursuant to This Agreement.

Nothing in this Agreement shall preclude BJC or any of its agents, assignees or contractors from instituting legal action against Class Members for failure to pay amounts due and owing for Hospital Services received at any of the hospitals identified in **Attachment A** hereto during the Class Period, to the extent such amounts are not otherwise refunded and/or waived pursuant to this Agreement, provided however that

with respect to any account that is no longer the subject of billing or collection activity by a BJC Affiliated Hospital, BJC agrees that any such Class Member will be released from any liability for amounts still owing on that account. In accordance with existing practices at BJC Affiliated Hospitals, if a patient is making regular payments on his or her account, that account will not be turned over to collection.

C. Dismissal.

Upon the Effective Date, the Action shall be dismissed with prejudice as to BJC. As part of its Final Order, the Court shall rescind its March 2, 2007, Order certifying a class in the Action.

D. Continuing Jurisdiction.

Notwithstanding the dismissal described in Subparagraph E, above, during the four (4) year term of this Agreement, the Court shall retain jurisdiction over the Action for the purpose of entering all orders, authorized hereunder, that may be necessary to enforce and implement the provisions of this Agreement, including issuance of injunctive relief to bar prosecution of claims by persons bound by its final judgment. Except as otherwise provided herein, in the event that any applications for relief from this Agreement are made, such applications will be made to the Court.

E. Exclusive Remedies Under Settlement.

Upon the Effective Date: (i) this Agreement shall be the exclusive remedy for any and all Released Claims of Class Members; and (ii) the Released Parties shall not be subject to liability or expense of any kind to any Class Members, who shall be permanently banned and enjoined from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

VIII. EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

A. Conditions for Voiding Agreement.

In the event (i) the Court does not enter an Order materially identical to the Preliminary Approval Order specified in this Agreement; (ii) the Court does not finally approve a settlement identical in all material respects to the one set forth in this Agreement; (iii) the Court does not enter an Order materially identical to the Final Order and Judgment specified in this Agreement; or (iv) the settlement does not become final for any other reason, this Agreement shall be voidable by any Party and any order or judgment entered by the Court in furtherance of this settlement shall be vacated in accordance with this Agreement at the option of any Party.

B. Effect of Voided Agreement.

1. In such a case, the Settling Parties shall proceed in all respects as if this Agreement had not been executed. If the Settlement Class has been certified by the Court for the purpose of settlement, then that class certification will be null and void and BJC shall have the right to object to certification of any class at any future time. In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought prior to the Effective Date, administration of the settlement shall be stayed pending final resolution of the appeal or other appellate review.

2. In such a case, the March 2, 2007, class certification Order shall be reinstated and the Appeal shall resume. The parties agree to take all necessary action to advise the Court of Appeals that consideration of the Appeal shall resume and be decided as if this Agreement had not been executed. The parties

further agree jointly to move the Court of Appeals to reinstate its prior stay of any further proceedings in the trial court respecting the Action pending appeal.

IX. SETTLEMENT NOT EVIDENCE AGAINST THE SETTLING PARTIES

A. Termination of Settlement Agreement.

In the event this Agreement is legally terminated, (i) all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to the Settling Parties, shall not be deemed or construed to be an admission by any Settling Party of any act, matter or proposition and shall not be used in any manner or for any purpose in any subsequent proceeding in the Action or in any other action or proceeding; (ii) other than as expressly preserved by this Agreement in the event of its termination, this Agreement shall have no further force and effect with respect to any Settling Party and shall not be used in the Action or any other proceeding for any purpose; and (iii) any Settling Party may elect to move the Court pursuant to the provisions of this Paragraph, and none of the non-moving Settling Parties (or their counsel) shall oppose any such motion.

B. BJC's Denial of Liability.

BJC denies any and all allegations asserted in the Action and denies any and all wrongdoing. Whether or not the Agreement is finally approved, neither the Agreement, nor any attachment, document, statement, proceeding, instrument, transaction or conduct relating to the negotiation, execution or implementation of this Agreement, nor any reports or accounts thereof, is intended to be, or shall be construed as, or deemed to be evidence of any admission or concession by BJC of any liability or wrongdoing or of the truth of any allegations in the Petition. This agreement shall not be disclosed, referred to, or offered or received in evidence, in any further proceeding in the Action, or any other

civil, criminal or administrative action or proceeding against BJC or any Related Party except for purposes of settling this Action or enforcing this Agreement. The limitations set forth in this Section do not apply to use and/or disclosure by BJC or any Related Party, including against Class Members or third parties for purposes of supporting a defense or counterclaim of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory or claim of issue preclusion or similar defense or counterclaim, or to Class Members against BJC in defending any action for collection of an unpaid bill or any other billing dispute with BJC.

C. Communications with the Media

Plaintiffs and Class Counsel agree to issue a joint press release with BJC regarding the Settlement at the time the motion for preliminary approval of the Settlement is filed with the trial court. The joint press release is attached hereto as **Attachment J**. Neither party will issue its own press release. Plaintiffs and Class Counsel agree to refrain from any subsequent communication regarding the Settlement with any news agency, publication, television station, newspaper, radio, internet site or any other media (the "Media") that is any way inconsistent with or contrary to the joint press release. Plaintiffs and Class Counsel further agree that in any communications with the Media they will not disparage or criticize or make any negative comments regarding BJC or any of the BJC Affiliated Hospitals.

Neither party will engage in any communications with the Media regarding the Settlement prior to the issuance of the joint press release. If either party is contacted by the Media prior to the issuance of the joint press release, that party shall state only that it has no comment.

Plaintiffs agree that BJC will suffer irreparable injury from a breach of this provision and that money damages will be inadequate to fully remedy the injury.

Plaintiff further agree that BJC may seek temporary or permanent injunctive relief for any such breach.

X. ATTORNEYS' FEES, CLASS REPRESENTATIVE AWARDS AND ADMINISTRATIVE EXPENSES

A. Class Counsel Fees, Costs and Expenses.

1. Amount.

Class Counsel shall be entitled to apply to the Court for an award of attorneys' fees, costs and expenses in a total amount not to exceed \$ 3,000,000. This amount shall be paid by BJC and is over and above all benefits provided to the class, and does not diminish any such benefits. This amount is to be inclusive of all fees, costs and expenses for Class Counsel and all other counsel for any Plaintiffs in the Action. Class Counsel shall not be permitted to petition the Court for any additional payments for fees, and the award shall be for all claims for attorneys' fees, costs and expenses past, present and future incurred in the litigation. The actual amount of any award of attorneys' fees, costs, and expenses will be determined by the Court. Class counsel may petition the Court quarterly for reimbursement of reasonable costs and expenses (exclusive of attorneys' fees) incurred in connection with the ongoing administration of this Agreement throughout the Effective Period, which amounts BJC agrees to pay.

2. BJC's Non-Opposition.

The amount of attorneys' fees and expenses set forth above has been the subject of an arms-length negotiation that occurred after an agreement in principle on the

primary settlement terms had been reached. These Parties agree that such amount is fair and reasonable under all the circumstances, and BJC and its attorneys agree not to oppose any applications for attorneys' fees, costs or expenses by Class Counsel provided that such applications are consistent with the provisions of this Agreement and that such amount does not exceed \$ 3,000,000.

3. Timing of Fee Payment.

Within five (5) business days after the court issues its Final Order and Judgment, BJC shall place into an interest-bearing escrow account the dollar amount of attorneys' fees, costs and expenses, that are finally ordered by the Court as fair and reasonable. Within five (5) business days after the Effective Date, BJC shall disburse the escrowed funds, with interest earned, to plaintiffs' counsel, in care of: Gray, Ritter & Graham, P.C., 701 Market Street, Suite 800, St. Louis, MO 63101-1826. BJC shall have no liability or other responsibility for the allocation of such attorneys' fees among and between Class Counsel or any other counsel of record in the Action, past or present, for any Plaintiffs, including Harry Huge and the Harry Huge Law Firm LLP. In the event that any dispute arises relating to the allocation of such fees among counsel of record in the Action, then Class Counsel agrees to indemnify BJC and all Related Parties and to hold them harmless from any and all liabilities, costs and expenses.

4. Satisfaction of Fee and Cost Obligations under the Settlement.

BJC's payment of Class Counsel's attorneys' fees, costs and expenses as described herein shall constitute full satisfaction of BJC's obligation to pay any person, attorney or law firm, including Harry Huge and the Harry Huge Law Firm

LLP, for attorneys' fees, costs, and expenses incurred on behalf of any Plaintiffs and the Settlement Class in the Action.

5. **Process for Determining Fees.**

Any court order, finding, ruling, holding or proceeding related to plaintiffs' application for attorneys' fees, or any appeal from any such order, finding, ruling, holding or proceeding relating to them or reversal or modification of them, shall not operate to terminate or cancel this Agreement, or constitute an event justifying a right to set aside this Agreement or otherwise affect or delay the finality of the Final Order and Judgment or the settlement of the Class Action, except as expressly provided in Subparagraph 6, immediately below.

6. **BJC's Rights to Terminate Agreement.**

In the event that Class Counsel seek, request or apply for in any forum in connection with this Settlement an award of attorneys' fees, costs and expenses that exceeds the fee agreed to by the Parties, as described in Subparagraph 1. above, BJC shall have the right, in its sole discretion, to terminate, cancel and/or set aside this Agreement, in which event this Agreement would become null and void. Plaintiffs and Class Counsel agree that no application for an award for fees and expenses in connection with the Action shall be submitted, filed or pursued in any other court or forum.

B. Class Representatives' Awards

To compensate them for their time and service devoted to benefit the Class, each Class Representative, in addition to any and all other benefits to which he or she is eligible or entitled under this Agreement, shall receive, at his or her option, either: (1) a cash award of \$7,500; or (2) full and complete forgiveness of the Class Representative's

outstanding indebtedness to BJC or any BJC Affiliated Hospital. To the extent the Class Representative elects the cash award, BJC may apply such award to any outstanding balance or judgment owed by the Class Representative after application of all applicable discounts. BJC agrees that the Class Representatives shall be entitled to apply for a retroactive charity care discount.

C. Administration Expenses

All expenses to administer this settlement, including notice and class administration fees and costs, shall be paid by BJC.

XI. CONFIDENTIAL DISCOVERY MATERIALS

Within sixty (60) days of the Effective Date, Class Counsel shall return to counsel for BJC, or provide to counsel a certification under oath of the destruction of, all matter produced in connection with the Action that was designated as “Confidential” or “Highly Confidential” by BJC. BJC may retain any discovery materials relevant to a Class Representative’s application for retroactive charity care until such time as the application has been finally determined.

XII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Class Counsel who are signatories hereof represent and warrant that they have the authority, on behalf of all Plaintiffs to execute, deliver, and perform this Agreement, and to consummate the transactions contemplated hereby. Class Counsel further warrant and represent that they have authority to seek the dismissal with prejudice of this Action.

This Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal valid and binding obligation. BJC represents and warrants that it has authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and

performance by BJC of this Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary action on the part of BJC. This Agreement has been duly and validly executed and delivered by BJC and constitutes its legal, valid and binding obligation. The undersigned counsel for Defendants are duly authorized to execute this Agreement on behalf of BJC.

XIII. MISCELLANEOUS PROVISIONS

A. Captions.

The headings of the sections and paragraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

B. Amendments.

This Agreement, including all appendices and attachments attached hereto, may not be modified or amended except in writing signed by all Parties hereto.

C. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

D. Applicable Law.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri, without giving effect to any of its conflict of laws provisions.

E. Costs.

Except as specifically provided in this Agreement, each Party shall bear its own costs and attorneys' fees including taxable court costs.

F. Attachments.

All of the Attachments to this Agreement are material and integral parts hereof, and are fully incorporated herein by reference. This Agreement and the Attachments hereto constitute the entire, fully integrated agreement among the Settling Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the settlement of the Action. The Parties each covenant and warrant that they have not relied upon any promise, representation or undertaking not set forth in writing herein to enter into this Agreement.

G. Void Clauses.

If any provision, paragraph, section, article, or other portion of this Agreement is found to be void, all of the remaining portions of this Agreement shall remain in effect and be binding upon the Parties provided that the Parties agree that the void provisions were not material. If one Party believes the void provisions to be material, then this Agreement shall be either renegotiated or void in its entirety.

H. Timing.

The Parties reserve the right, subject to the Court's approval, to request any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

I. Notices.

Any notice, request or instruction or other document to be given by any Party to this Agreement to any other Party to this Agreement (other than class notification) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid:

To BJC Counsel at:

John Michael Clear, Esq.
Bryan Cave LLP
One Metropolitan Square
211 N. Broadway Suite 3600
St. Louis, MO 63102

To Class Counsel at:

Don M. Downing, Esq.
Gray, Ritter & Graham, P.C.
701 Market Street
Suite 800
St. Louis, MO 63101-1826

J. Court Actions.

All applications for Court approval or Court orders required or permitted under this Agreement shall be made with reasonable prior notice to all Parties.

K. Interpretation.

The determination of the terms of, and the drafting of, this Agreement including any Attachments, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Because this Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Agreement, and there was no disparity in bargaining power among the parties to this Agreement.

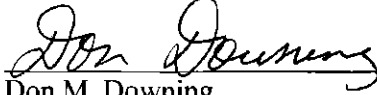
L. Abeyance.

The Parties agree to hold all proceedings in the Action, except such proceedings as may be necessary to implement and complete the Agreement, in abeyance pending the Fairness Hearing to be conducted by the Court.

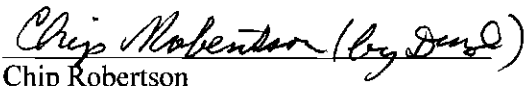
M. Fairness.

The Parties believe that this Agreement is a fair, adequate and reasonable settlement of this Action and have arrived at this Agreement in arms-length negotiations, taking into account all relevant factors, present and potential.

**DWIGHT QUINN, DAVID W. KUNEMAN,
FREIDA EYSTER AND DANNY G. JARVIS**


By: 
Don M. Downing
Gray, Ritter and Graham, PC,
701 Market Street, Suite 800
St. Louis, MO 63101-1826

Date: March 10, 2008

By: 
Chip Robertson
Bartimus, Frickleton, Robertson &
Gorny, PC.
Jefferson City Office
715 Swifts Highway
Jefferson City, MO 65109

Date: March 10, 2008

**BJC HEALTH SYSTEM D/B/A BJC
HEALTHCARE, BARNES-JEWISH
HOSPITAL, AND BARNES-JEWISH ST.
PETERS/HOSPITAL**

By: 
John Michael Clear
Bryan Cave LLP
211 N. Broadway, Suite 3600
St. Louis, MO 63102

Date: March 10, 2008

ATTACHMENT A

BJC AFFILIATED HOSPITALS

The following are the hospitals affiliated with BJC Health System d/b/a BJC HealthCare:

1. Alton Memorial Hospital
2. Barnes-Jewish Hospital
3. Barnes-Jewish St. Peters Hospital
4. Barnes-Jewish West County Hospital
5. Boone Hospital Center
6. Christian Hospital
7. Missouri Baptist Hospital-Sullivan
8. Missouri Baptist Medical Center
9. Parkland Health Center
10. Progress West HealthCare Center
11. St. Louis Children's Hospital

DEPARTMENTAL POLICY

Departments: Patient Registration and Patient Accounts		Page 1 of 3		Policy # TBD
Title: FINANCIAL ASSISTANCE GUIDELINES	Review Frequency: Annual	Last Review Date: October 30, 2006	Last Revision Date: October 30, 2006	Effective Date: January 1, 2005
Recommended By:		Patient Accounts Director		
Authorized By:		Chief Financial Officer		

I. **Policy:**

The definition of charity as stated in the AICPA Hospital Audit Guide has been adopted: Charity care represents health care services that were provided but were never expected to result in cash flows.

Charity care or financial assistance will be provided for medically necessary healthcare services, as determined in conjunction with input from the attending physician taking into account all relevant facts and circumstances, free of charge to individuals who meet certain financial criteria based upon income, assets and family size.

II. **Key Words**

Charity care
Financial assistance
Financial evaluation
Uninsured
Medically necessary

III. **Definitions**

The terms charity care and financial assistance are interchangeable. While charity care is commonly used for financial reporting, financial assistance is more readily understood by patients. Financial assistance is the portion of patient care services provided by a facility for which a third-party payer is not responsible and the patient has demonstrated the inability to pay. Charity care does not include bad debt or contractual allowances. The term medically necessary is used to define that services are necessary in the continued treatment of the patient's condition and are emergent.

Title: FINANCIAL ASSISTANCE GUIDELINES	Page: 2 of 3	Policy #: TBD
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IV. Procedure

Every effort will be made to insure that patients with an inability to pay are provided Financial Evaluation Forms and information regarding financial assistance available. Financial Evaluation Forms (Attachment 1) are to be provided to any responsible party upon request.

Financial Evaluation Forms are to be completed and returned with supporting documentation within 30 days from receipt. Supporting documentation includes verification of income. Verification of income includes (1) the most recent Federal income tax return or Form 1722 from the Internal Revenue Service confirming no tax return was filed and (2) check stubs from the last month or a letter from the employer confirming income. Information on dependents, expenses and assets should also be provided. Lack of supporting documentation or failure to complete all information on the Financial Evaluation form can result in denial of financial assistance. The Medicaid applicant can be used in lieu of the Hospital Financial Evaluation Form. Documentation exceptions may be made for homeless patients. Information can be independently verified; misrepresentation can result in denial of financial assistance.

Charity determination is based upon income, assets and family size utilizing the Department of Health & Human Services Annual Poverty Guidelines published in the Federal Register. Financial assistance is provided for 100% of the patient's responsibility when their income is less than 200% of the Annual Poverty Guidelines. A reduced fee schedule is available from 200% to 400% of the Annual Poverty Guideline. Patient's annual out-of-pocket liability to the hospital shall not exceed 30% of their annual gross income. Patients must be ineligible for coverage by Medicaid to be considered for financial assistance. While the Poverty Guidelines are the primary determinant of eligibility, financial assistance may include evaluation of assets, whether for the wage-earner, small business owner or farmer. Financial evaluations forms are active for one year.

Reduced Fee Schedule

Federal Poverty Guideline	200%	250%	300%	350%	400%
Fee Reduction	100%	80%	60%	45%	20%

Financial assistance may be provided for the entire account balance for uninsured patients or for coinsurance, deductibles and non-covered, non-elective services, if the patient meets the eligibility criteria.

Title: FINANCIAL ASSISTANCE GUIDELINES	Page: 3 of 3	Policy #: TBD
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Determination of eligibility or denial of financial assistance will be communicated to the responsible party within 30 days of receipt of all required documentation. Services not covered by non-par MC+ plans, out-of-state Medicaid programs and non-covered Medicaid services are also classified as charity care. Accounts falling within 90 days of Medicaid eligibility can be considered for financial assistance without completion of a financial evaluation form.

Accounts previously placed with collection agencies may be given consideration for financial assistance.

This Policy addresses only the most common situations that may arise and it is not intended to be all-inclusive. This Policy is intended to describe the hospital's general financial assistance guidelines.

ATTACHMENT C

PLEASE READ THIS NOTICE CAREFULLY.
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.
IT IS A NOTICE OF SETTLEMENT BEING SENT TO YOU BY COURT ORDER.
YOU MAY BENEFIT FROM READING THIS NOTICE.

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

DWIGHT L. QUINN, et al.,)	
)	Cause No. 052-00821A
Plaintiffs,)	
)	Division No. 2
v.)	
)	
BJC HEALTH SYSTEM d/b/a BJC HEALTHCARE,)	
et al.,)	
)	
Defendants.)	

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All Uninsured Patients who: (i) received or will receive Hospital Services at a BJC Affiliated Hospital during the Class Period; and (ii) were not provided Disclosed Charges in advance of receiving the Hospital Services.

The Court ordered us to send you this Notice because you appear to be a member of the Class as defined above. This Notice explains the nature of the lawsuit and the settlement terms and informs you of your legal rights and obligations. Your legal rights will be affected, and you have a choice to make now. This notice explains your legal rights and options – and when you must act to exercise them.

The term “BJC Affiliated Hospital” discussed in the Notice means the following hospitals:

- Alton Memorial Hospital
- Barnes-Jewish Hospital
- Barnes-Jewish St. Peters Hospital
- Barnes-Jewish West County Hospital
- Boone Hospital Center
- Christian Hospital
- Missouri Baptist Hospital-Sullivan
- Missouri Baptist Medical Center
- Parkland Health Center
- Progress West HealthCare Center
- St. Louis Children’s Hospital

You do not qualify for benefits under this settlement if you were advised of the price to be paid for the Hospital Services prior to receiving them (“Disclosed Charges”).

A. WHAT THIS LAWSUIT IS ABOUT: Plaintiffs filed this action in the Circuit Court of the City of St. Louis, Missouri. On behalf of a putative class, Plaintiffs alleged that Defendants are charging and have charged uninsured patients excessive and undisclosed prices during the Class Period. Defendants denied Plaintiffs’ allegations and raised defenses to Plaintiffs’ claims.

B. THE PROPOSED SETTLEMENT: The Court granted preliminary approval of a class-wide settlement, and certified the settlement class defined above, subject to a final fairness hearing that will occur on September 1, 2008, at 9:00 a.m., in Division 2 of the Civil Courts Building, 10 N. Tucker Boulevard, St. Louis, Missouri 63101.

Plaintiffs and Defendants have agreed to the settlement described below. If you remain in the class, you may receive discounts on pending bills and, if applicable, refunds on prior bills. To obtain a refund, you must submit a claim form. If you do not wish to be bound by the settlement, you must opt out.

1. Recovery to Class Members: Pursuant to the Settlement Agreement, each class member may be entitled to four different types of relief. First, BJC will automatically adjust the bills of all Class Members who (a) received Hospital Services at a BJC Affiliated Hospital during the Class Period; (b) have outstanding balances; (c) were not the subject of Disclosed Charges; and (d) have not been the subject of prior downward adjustments (other than charity care) exceeding 25% of billed Chargemaster charges

Second, BJC shall apply its Charity Care Policy retrospectively for all Class Members who received Hospital Services during the Class Period and make a valid request for such relief, either through submission of a Claim Form or otherwise. If you make a written request for retrospective application of the Charity Care Policy, you will receive a Charity Care application form. You must fill out and return the application form. The application form will be processed by each BJC Affiliated Hospital in accordance with the Charity Care Policy guidelines. If you apply and qualify for Charity Care, the BJC Affiliated Hospital will further adjust your outstanding bill based on the guidelines in the Charity Care Policy.

Third, any Class Member who paid more than 75% of the amount billed by the BJC Affiliated Hospital for Hospital Services and was not provided Disclosed Charges for the Hospital Services is entitled to a refund of the excess amount. Class Members seeking a refund must fill out the attached Claim Form.

Fourth, if you are the subject of a collections judgment for an unpaid bill for Hospital Services during the Class Period and make a written request for such relief, either through submission of a Claim Form or otherwise, BJC will not seek to collect on the judgment in an amount in excess of the adjusted amount recalculated pursuant to the discounts discussed above. BJC further agrees that it will in good faith take reasonable steps, to the extent practicable, to modify the judgment to reflect any refunds or discounts the you receive under this Settlement, if you request BJC to do so and submit a copy of the judgment with your Claim Form or other written request.

2. Prospective Relief: Under the terms of the Settlement Agreement, BJC also agrees to provide relief to future Uninsured Patients for at least the next four years. First, BJC agrees to apply a Self-Pay Discount of 25% to the bill of any Uninsured Patient who receives Hospital Services at a BJC Affiliated Hospital. Second, BJC agrees to keep the current Charity Care Policy in effect. Third, BJC will give an additional discount to any Uninsured Patient who promptly pays in full his or her bill for Hospital Services. Fourth, BJC agrees to further publicize the availability of its financial aid policies within the hospital, through signs, posters and brochures, and agrees to include information about the policies on its billing statements.

3. Incentive Award: Plaintiffs' counsel will request the Court to order an incentive award of up to \$7,500 be made to the named plaintiffs for their services as Class Representatives on behalf of the Settlement Class.

E. FAIRNESS HEARING: The Court will hold a hearing on the fairness of the proposed settlement. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including the amount of the award of costs and attorney's fees to Plaintiffs'

counsel. The hearing will take place on September 1, 2008, at 9:00 a.m., in Division 2 of the Civil Courts Building, 10 N. Tucker Boulevard, St. Louis, Missouri 63101. You are **not** obligated to attend this hearing unless you plan to object to the settlement. The fairness hearing may be continued to a future date without further notice to the Class.

F. YOUR FOUR OPTIONS:

1. **You can send a Claims Form:** If you believe you are entitled to a refund of money you paid to a BJC Affiliated Hospital, you must complete, sign, and return a Claims Form, indicating that you wish to participate in the settlement. **Your Claims Form must be postmarked or delivered by other means by October 1, 2008.** Any Class Member who returns a Claims Form or otherwise does not exclude himself from the settlement, as described below, will be bound by the settlement agreement and release of claims against Defendants, as approved by the Court.

2. **You can opt out of the settlement:** You have the right to exclude yourself from both the class action and the settlement by filing a written Request to Opt Out with the Claim Administrator on or before August 1, 2008. You must sign the Request to Opt Out and include your name, address, and telephone number, with a statement that includes the following language: "I understand that I am requesting to be excluded from the class monetary settlement and that I will receive no monetary refund or debt reduction under the settlement entered into by BJC. I understand that if I exclude myself from the class settlement, I cannot object to the settlement procedure in this notice. I then may bring a separate legal action at my own expense, but may receive nothing or less than what I would have received if I had filed a claim under the settlement procedure in this case."

If you opt out of the Settlement, you relinquish all of your rights and benefits under the Settlement Agreement. However, if you do not submit a valid and timely Request to Opt Out on or before August 1, 2008, you will be bound by all terms of the Settlement Agreement and the Final Order and Judgment.

The Request to Opt Out should be sent to:

**Settlement Administrator for
Quinn v. BJC
Claims Administration Center
c/o _____
P.O. Box _____
St. Louis, MO 63____**

3. **You can object to the settlement:** If you object to the settlement, and wish to submit an objection rather than simply excluding yourself from the class action, you must submit your objection in writing to the Clerk of the Circuit Court, Civil Courts Building, 10 N. Tucker Boulevard, Missouri 63101. The objection must be postmarked by August 1, 2008, and must refer to the name and number of the case. You must set forth your full name, current address and telephone number. You must also state in writing all of your objections and the reasons for your objections, and a statement whether you intend to appear at the Fairness Hearing(s) either with or without separate counsel. If you do not file and serve timely written objections in the manner specified above, you will waive any objections and will not be allowed to make any objection (whether by appeal or otherwise) to the Settlement Agreement.

4. **You can do nothing:** You may choose to do nothing in which case you will remain a member of the class. You may still receive a discount on any outstanding bills that you received from a BJC Affiliated Hospital for Hospital Services rendered while you were uninsured. You

will not receive a refund or any further discounts. You will be bound by all terms of the Settlement Agreement and the Final Order and Judgment

If the settlement is not approved, the case will proceed as if no settlement has been attempted. There can be no assurance that if the settlement is not approved, the Class Members will recover more than is provided in the settlement, or anything at all.

This description of the case is general and does not cover all of the issues and proceedings thus far. In order to see the complete file, including a copy of the settlement agreement, you should call 1-800-000-0000, visit the website _____ or visit the office of the Clerk of the Circuit Court, Civil Courts Building, 10 N. Tucker Boulevard, Missouri 63101. The Clerk will make the files relating to the lawsuit available to you for inspection and copying at your own expense.

G. ATTORNEY'S FEES: Plaintiffs are represented by the law firms of Gray, Ritter and Graham, PC, Bartimus, Frickleton and Robertson & Gorny, PC. Plaintiffs' counsel will request the Court to order an award of attorney's fees to Plaintiffs' counsel for their services as Class Counsel in the amount of \$3,000,000.00.

H. INQUIRIES: For more information, you can write to *Quinn v. BJC* Settlement, Claims Administration Center, c/o _____, P.O. Box _____, St. Louis, MO 63____, call 1-800-000-0000, or visit the website at _____, where you will find answers to common questions about the Settlement Agreement, the Claims Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

You may also write to one of the plaintiffs' lawyers at the addresses below:

Plaintiffs' and Class Counsel

Don M. Downing
GRAY, RITTER & GRAHAM, P.C.
701 Market Street, Suite 800
St. Louis, MO 63101-1826

Edward D. Robertson, Jr.
BARTIMUS, FRICKLETON,
ROBERTSON & GORNY
715 Swifts Highway
Jefferson City, MO 65109

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

You may also seek the advice and counsel of your own attorney at your own expense, if you desire.

Dated: _____, 2008

By Order of the Court

Hon. David L. Dowd
Circuit Court Judge

ATTENTION

In order to receive a payment from this settlement, you must complete a Claims Form and:

- return it by postage prepaid U.S. First Class mail, postmarked no later than - October 1, 2008, or
- deliver it by any other means no later than October 1, 2008, to the following address:

**Settlement Administrator for
Quinn v. BJC
Claims Administration Center
c/o _____
P.O. Box _____
St. Louis, MO 63_____**

If you do not submit a Claim Form and you do not request to be excluded from this settlement:

- you may receive a discount on prior hospital bill(s);
- you will not receive a refund on prior hospital bill(s) in connection with this Settlement;
- you will be legally bound by the Settlement if it is approved by the Court;
- you will not be able to bring a separate lawsuit against BJC or any of its hospitals relating to the claims raised in this class action.

ATTACHMENT D

CLAIM FORM

To Claim A Refund, You Must Submit This Completed Claim Form.

You may be entitled to a refund if you paid 75% or more of the bill OR you qualify for charity care (further described below) in an amount which reduces your bill below the amount you already have paid.

Your Information:

Name/Address [First Last] [Address] [City, ST ZIP]	Changes (if any): _____ _____ _____
Social Security #: Patient Account # (if known): () _____ Area Code Daytime Phone	Email Address: () _____ Area Code Evening Phone
Hospital visit(s) and date(s) (if date(s) unknown, list year of visit(s)): _____ _____ _____	
<i>Please correct or add to your information above, as necessary.</i>	

I affirm, under oath, the following:

I have not assigned, pledged or otherwise transferred to any other person or entity my interest in the claims I am making on this form.

In each of the year(s) I received Hospital Services at a BJC Affiliated Hospital:

1. I was not covered by medical insurance or a government program, such as Medicare or Medicaid, for my medical treatment; and
2. I paid some or all of the amount billed by the BJC Affiliated Hospital for the Hospital Services; and
3. Prior to receiving the Hospital Services, I was not aware of the amount I would be charged for those Hospital Services.

I declare, under penalty of perjury, that the information set forth above, or attached, or as corrected by me is true and correct to the best of my knowledge.

Dated: _____

(Signature)

(Print Name)

/ / BJC Affiliated Hospitals maintain a Charity Care Policy that provides discounts to patients who demonstrate financial need. If you believe that you may qualify for a Charity Care Discount, check this box, and you will receive a Charity Care Application in the mail. You must fill out and return the Charity Care Application to receive the benefit of the Charity Care Policy. You may also contact the BJC Affiliated Hospital where you received Hospital Services and request a Charity Care Application.

In order to be eligible to receive a refund of amounts you paid, you must return a claim form by postage-prepaid U.S. First Class mail (postmarked by October 1, 2008), OR delivered by other means by October 1, 2008, to:

Settlement Administrator for
Quinn v. BJC
Claims Administration Center
c/o _____
P.O. Box _____
St. Louis, MO 63____

To assist the Claims Administrator in identifying the treatment or services you received, please attach any of the following that are in your possession:

- a copy of your hospital bill(s) for the treatment date(s) you listed;
- letters; correspondence or other documents that may help identify the services or treatment you received; and/or
- any other additional information that you believe may be helpful.

ATTACHMENT E

LEGAL NOTICE: PROPOSED SETTLEMENT

If You Were Uninsured and Received Treatment or Hospital Services at a BJC Affiliated Hospital between January 1, 1999 and the Present, You May Qualify For Benefits Under This Settlement.

This Notice May Affect Your Rights

What Is The Settlement About?

A settlement has been proposed in *Quinn v. BJC*, a class action lawsuit concerning the charges for hospital services for uninsured patients at BJC Affiliated Hospitals.

The settlement will provide uninsured patients discounts on pending bills and allow uninsured patients to claim refunds on prior bills if at least 75% of the bill was paid. If you currently owe an outstanding balance to a BJC Affiliated Hospital and otherwise qualify, you will automatically receive an adjustment to your bill. If you believe you are entitled to a refund, you will need to send in a claim form establishing your eligibility for a refund. The settlement also will provide for discounts for uninsured patients in the future.

The Circuit Court for the City of St. Louis, State of Missouri, authorized this notice of proposed settlement. Before any money is paid, the Court will have a final hearing to decide whether to approve the settlement. You can exclude yourself from the settlement or you can object to it.

Who's Included?

You are a Class Member if you:

- 1) Received certain hospital services from a BJC Affiliated Hospital from January 1, 1999 to the Present;
- 2) Were uninsured at the time of treatment; and
- 3) Were not aware of the charges for the hospital services prior to receiving them

How Do You Ask For A Refund?

A detailed notice and claim form package will include everything you need. Just call the number below or visit the website below to get one.

To qualify for a payment, you must send in a completed claim form. Claim forms are due by October 1, 2008.

What Are Your Other Options?

If you do not want to be legally bound by the settlement, you must exclude yourself by August 1, 2008, or you will be unable to sue, or continue to sue, BJC or its affiliated hospitals or related individuals about the legal claims in this case (including pricing and collection practices). If you exclude yourself, you cannot get money from this settlement. If you stay in the settlement, you may still object to the settlement terms by August 1, 2008. The detailed notice explains how to exclude yourself or object.

A hearing will be held in this case (*Quinn v. BJC*, Case No. 22052-00821-01) in Division 2 of the Circuit Court for the City of St. Louis, State of Missouri, located at the Civil Courts Building, 10 N. Tucker Boulevard, St. Louis, MO 63101, on September 1, 2008 (the "Final Fairness Hearing"). At the hearing, the Court will determine whether the proposed Settlement should be approved by the Court as fair, reasonable and adequate, and to consider the application of Plaintiffs' Counsel for attorneys' fees and reimbursement of expenses. The fees and costs won't reduce the settlement fund or your potential benefits. You may ask to appear at the hearing, but you don't have to.

THIS IS ONLY A SUMMARY.

Additional information, including a list of BJC Affiliated hospitals, information about how to obtain benefits, exclude yourself from this settlement and/or appear and speak at the hearing, and about the legal claims you will be giving up if you do not exclude yourself is available by calling toll free 1-800-000-0000, or by visiting _____, or by writing to: *Quinn v. BJC* Settlement, Claims Administration Center, c/o _____, P.O. Box _____, St. Louis, MO 63____.

1-800-000-000

[website]

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

YOUR hospital *cares about* YOU



If you do not have insurance coverage,
you will be given a discount on your bill.
You also may qualify for financial assistance.

**While you are here, please let us know
if you need help to pay your bill.**

You may call us at 314-362-0710 or 800-833-0604.

All information will be kept strictly confidential.

BARNES JEWISH[®]
Hospital
BJC HealthCare

ATTACHMENT G

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

DWIGHT L. QUINN, et al.,)	
)	Cause No. 22052-00821-01
Plaintiffs,)	
)	Division No. 2
v.)	
)	
BJC HEALTH SYSTEM d/b/a BJC HEALTHCARE,)	
et al.,)	
)	
Defendants.)	

**[PROPOSED] ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Plaintiffs have moved the Court for an Order (1) provisionally certifying a settlement class; (2) preliminarily approving the Settlement; (3) directing distribution of Notice to the Class and finding the proposed notice plan to comport with all due process requirements; (4) appointing a claims administrator; and (5) setting a hearing date for final approval of the settlement.

With the consent of Judge David C. Mason, this case was transferred to Division 2 from Division 17 and further proceedings will occur in Division 2. The Court, having fully considered Plaintiffs' Motion, the memorandum of points and authorities in support thereof, the declaration in support thereof, the Stipulation of Settlement Agreement itself, the proposed form of notice and claim form, and the oral arguments presented to the Court, and in recognition of the Court's duty to make a determination that there is probable cause to submit the proposal to class members and conduct a final fairness hearing as to good faith, fairness, adequacy, and reasonableness of any proposed settlement, **HEREBY ORDERS and MAKES DETERMINATIONS** as follows:

I. Definitions

The capitalized terms used in this Order shall have the meanings and/or definitions given to them in the Settlement Agreement filed with this Court (the “Settlement Agreement”).

II. Order Provisionally Certifying Settlement Class

The Court finds that certification of the following class, for settlement purposes only (“Settlement Class”), is appropriate under Missouri Supreme Court Rule 52.08, and related case law:

All Uninsured Patients who: (i) received or will receive Hospital Services at a BJC Affiliated Hospital during the Class Period; and (ii) were not provided Disclosed Charges in advance of receiving the Hospital Services.

The Court preliminarily finds that certification of the Settlement Class for settlement purposes protects the interests of all of the Settlement Class members, and finds that there is probable cause to believe that: (a) the Settlement Class is ascertainable; (b) the members of the Settlement Class are so numerous that joinder would be impractical; (c) there are questions of law and fact that are common to the Settlement Class and those common questions predominate over individual questions; (d) the claims of the proposed representatives of the Settlement Class are typical of the claims of absent members of the Settlement Class to which they belong; and (e) the proposed representatives of the Settlement Class and the proposed counsel for the Settlement Class will fairly and adequately represent the interests of the absent members.

The above class is certified for settlement purposes only, and the certification should not be construed as an admission by BJC or the Related Parties with respect to any of the

requirements of Missouri Supreme Court Rule 52.08 or the allegations made against it in this action by or on behalf of the members of the Settlement Class.

III. Preliminary Approval Of The Settlement Agreement

The Court has reviewed the Settlement Agreement and the proposed forms of Notice and the Claim Forms, which are incorporated herein by reference. The Court finds that the Settlement is within the range of reasonableness of a settlement that could ultimately be given final approval by this Court.

IV. Approval Of Distribution Of The Notice Of Settlement

This Court finds the proposed Notice fairly and adequately advises the potential Class Members of the terms of the proposed settlement. Specifically, the Notice describes the nature of the litigation; the scope of the Class; the terms of the proposed Settlement; the procedure by which Class Members may submit Claims; Class Counsel's proposed fee and cost application; the date, time and place of the final approval hearing; and the procedure and deadlines for opting out of the proposed Settlement or for submitting comments and objections.

The Court further finds that the procedures for the proposed distribution of such Notice by first-class mail and by publication notice, as set forth in the Settlement Agreement, and under the circumstances of this case, readily comport with all constitutional requirements, including those of due process, and also fully comply with Missouri Supreme Court Rule 52.08. Publication notice shall be made in the following publications in metropolitan areas within which BJC Affiliated Hospitals operate:

St. Louis Post-Dispatch
St. Louis American
The Telegraph (Alton, Ill.)

Accordingly, good cause appearing therefor, the Court approves the proposed form of Notice (attached to the Settlement Agreement and incorporated by reference), and adopts the following dates and deadlines:

June 17, 2008	Direct mailing of Notice of Settlement and Claim Form and Publication of Notice completed by BJC.
June 24, 2008	Last day for BJC to provide affidavits to the Court attesting to the measures undertaken to effect Notice.
August 1, 2008	Last day for Class Members to submit a request for exclusion from the proposed Settlement. Last day for Class Members to submit objections to or comments on the proposed Settlement.
August 15, 2008	Last day for filing and service of papers in support of final Settlement approval and requests for attorneys' fees and expenses.
September 1, 2008	Final Fairness Hearing.
October 1, 2008	Postmark deadline for Class Members to submit Claims Form (except for those Class Members whose Notice was re-mailed due to an incorrect address, or for good cause shown).

V. Approval Of Claims Administrator

The parties have jointly selected Orran L. Brown of BrownGreer PLC, an appropriate third party class action claims administrator, to undertake certain administrative tasks required by the settlement. The Court hereby approves that selection.

VI. Final Approval Hearing

A. Fairness Hearing

The Court hereby sets a fairness hearing for final approval of the Settlement Agreement on September 1, 2008 in Division 2 of this Court. At the Final Fairness Hearing, the Court will consider: (a) the fairness, reasonableness and adequacy of the proposed Settlement;

(b) whether the Settlement should be finally approved by the Court, (c) the application for an award of attorneys' fees and costs to Class Counsel in this action; (d) objections to the Settlement, or any of its terms; and (e) such other matters as the Court may deem proper and necessary.

Any briefs and other papers in support of the final approval of the Settlement, and Class Counsels' application for an award of attorneys' fees and costs, shall be filed with the Court no later than seven (7) days before the Final Fairness Hearing. After the Final Fairness Hearing, the Court may enter an order approving the Settlement and enter final judgment in this action, which will adjudicate the rights of all Class Members. The Final Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class.

B. Objections

Members of the class who object to the proposed settlement may appear and present such objections at the Final Fairness Hearing in person or by counsel, provided that the objecting Class Member submits a written Objection to the Court setting forth their full name, current address and telephone number and all Objections and the reasons therefore, and a statement whether the Objector intends to appear at the Fairness Hearing(s) either with or without separate counsel, which must be mailed to the Court and served on counsel for both parties, postmarked no later than August 1, 2008. No person shall be heard, and no briefs or papers shall be received or considered, unless the foregoing documents have been mailed to the Court and served on counsel for both parties as described in this Order, except as this Court may permit for good cause shown.

C. **Requests for Exclusion (Opt-Outs)**

Members of the Settlement Class may elect to opt out of this Settlement Agreement, relinquishing their rights to benefits thereunder. Members of the Settlement Class who opt out of the Settlement will not release their claims under the terms of the Settlement Agreement. All notices of intent to opt out of the Settlement must also be postmarked by August 1, 2008, and must include the Settlement Class members' name, address and telephone number, with a statement that includes the following language:

I understand that I am requesting to be excluded from the class monetary settlement and that I will receive no monetary refund or debt reduction under the settlement entered into by BJC. I understand that if I exclude myself from the class settlement, I cannot object to the settlement procedure in this notice. I then may bring a separate legal action at my own expense, but may receive nothing or less than what I would have received if I had filed a claim under the settlement procedure in this case.

Requests for exclusion should be mailed to the Claims Administrator, who will forward them to counsel for the parties and to the Court.

Members of the Settlement Class who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Order and Judgment, regardless of whether they have requested exclusion from the Settlement. Any member of the Settlement Class who submits a timely request for exclusion or opt-out may not file an Objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

IT IS FURTHER ORDERED that, if for any reason the Court does not grant final approval of the Settlement, all documents, evidence, interactions and proceedings in connection therewith shall be without prejudice to the status quo ante rights of the parties to the litigation, as more specifically set forth in the Settlement Agreement

IT IS SO ORDERED.

Date

Hon. David L. Dowd
JUDGE OF THE CIRCUIT COURT

ATTACHMENT H

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

DWIGHT L. QUINN, et al.,)	
)	Cause No. 22052-00821-01
Plaintiffs,)	
)	Division No. 2
v.)	
)	
BJC HEALTH SYSTEM d/b/a BJC HEALTHCARE,)	
et al.,)	
)	
Defendants.)	

FINAL ORDER AND JUDGMENT

Plaintiffs Dwight Quinn, David W. Kuneman, Freida Eyster and Danny G. Jarvis (hereinafter “Plaintiffs”) brought this action individually and as representatives of a proposed class of uninsured persons who received Hospital Services from BJC Health System d/b/a BJC HealthCare, Barnes-Jewish Hospital, Barnes-Jewish St. Peters Hospital (hereinafter, “Defendants” or “BJC”) or other BJC Affiliated Hospitals.

On June 9, 2006, Plaintiffs filed their First Amended Petition. Defendants deny any liability or wrongdoing of any kind associated with Plaintiffs’ claims.

After extensive negotiations, the parties reached a proposed settlement (the “Settlement”), as reflected by the Settlement Agreement filed with the Court on March 11, 2008, and preliminarily approved by the Court on March 18, 2008 (“Settlement Agreement”). The Settlement Agreement, which is incorporated herein by reference, will provide substantial relief to the members of the proposed Class by providing a retroactive discount on outstanding bills to Class Members and monetary refunds to those Class Members who qualify and file a claim. The Settlement Agreement also provides substantial prospective relief, including implementation of a Self-Pay Discount Policy, a Prompt Pay Discount, continued application of the BJC Affiliated

Hospitals' Charity Care Policy, and increased efforts to communicate these policies to Uninsured Patients.

Plaintiffs moved the Court for an Order (1) certifying the proposed Class for settlement purposes only; and (2) finally approving the Settlement as fair, reasonable and adequate. Plaintiffs' motion came on for hearing before this Court on September 1, 2008 at 9:00 a.m. Counsel for the parties were present.

The Court having fully considered Plaintiffs' Motion for Final Approval of the Settlement, the memorandum of points and authorities in support thereof, the declarations in support thereof, the Settlement Agreement itself, oppositions and comments thereto, relevant law, and the oral argument presented to the Court, and in recognition of the Court's duty to conduct a fairness hearing as to the good faith, fairness, adequacy, and reasonableness of any proposed settlement, **IT IS HEREBY ORDERED** as follows:

I. DEFINITIONS

The capitalized terms used in this Order shall have the meanings and/or definitions given to them in the Settlement Agreement.

II. JURISDICTION

The Parties and the Class Members have submitted to the jurisdiction of this Court for purposes of the Settlement. The Court has personal jurisdiction over the Parties and the Class Members and has subject matter jurisdiction to approve the Settlement and to dismiss with prejudice all claims and causes of action released in the Settlement.

III. CERTIFICATION OF CLASS FOR SETTLEMENT PURPOSES ONLY

The Court finds that certification of the following class, for settlement purposes only (“Settlement Class”), is appropriate under Missouri Supreme Court Rule 52.08, and related case law:

All Uninsured Patients who: (i) received or will receive Hospital Services at a BJC Affiliated Hospital during the Class Period; and (ii) were not provided Disclosed Charges in advance of receiving the Hospital Services.

Certification of the Settlement Class for settlement purposes is the best means for protecting the interests of all of the Class members. Specifically, the Court finds, for purposes of settlement only, and conditioned upon the Entry of this Final Approval Order and the occurrence of the Effective Date, that: (a) the Settlement Class is ascertainable; (b) the members of the Settlement Class are so numerous that joinder would be impractical; (c) there are questions of law and fact that are common to the Settlement Class members and those common questions predominate over questions affecting only individual members of the Settlement Class; (e) the claims of the proposed representatives of the Settlement Class are typical of the claims of absent members of the Settlement Class to which they belong; and (f) the proposed representatives of the Settlement Class and the proposed counsel for the Settlement Class have and will fairly and adequately represent the interests of the absent Settlement Class members.

The above class is certified for settlement purposes only, and the certification should not be construed as an admission by BJC or the Related Parties with respect to any of the requirements of Missouri Supreme Court Rule 52.08 or the allegations made against it in this action by or on behalf of the members of the Settlement Class.

The Court’s March 2, 2007, Order certifying a class in this Action is hereby rescinded. The parties are instructed upon the Effective Date (as defined in the Settlement

Agreement) to move the Missouri Court of Appeals, Eastern District, to dismiss the appeal of said Order, No. ED 89411, as moot.

IV. NOTICE TO CLASS MEMBERS

The notice mechanisms implemented pursuant to the Settlement Agreement, and as approved in the Court's Preliminary Approval Order (i) constitute reasonable and best practicable notice under the circumstances in that they are reasonably calculated to apprise putative Settlement Class Members of the pendency of the Action, the terms of the Settlement, their right to object or exclude themselves from the Settlement, their right to appear at the Final Fairness Hearing, and the fact that a failure to submit a valid and timely request for exclusion serves to submit the member to the Court's jurisdiction for settlement purposes; (ii) constitute due, adequate, and sufficient notice under the requirements of the United States Constitution, Missouri law and other applicable laws and rules of court.

V. ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT

The Court has reviewed the terms of the Settlement and considered the briefs filed by the parties in support thereof, the comments and objections filed by Class Members and the matters presented at the Final Fairness Hearing. The Court finds that the Settlement is fair, adequate, and reasonable. The Court finds further that settlement at this time will avoid substantial additional costs and will avoid the delay and risks presented by continued prosecution of the litigation. The Court also finds that the Settlement has been reached after significant and extensive arm's-length negotiations between and among highly-experienced counsel for the parties.

The Settlement Agreement, attached hereto as Exhibit 1, is approved and made a part of this judgment as if fully set forth herein, and shall have the full force and effect of an order of this Court. The parties shall consummate the Settlement according to its terms.

Following individual and publication notice, ___ objections were submitted to the Settlement and, at most, only ___ Class Members timely opted out. None of the objections provide any basis for denying final approval to the settlement. Taking into account (1) the value of the Settlement benefits to the Class members, (2) the risks inherent in continued litigation, (3) the complexity, expense, and likely duration of the litigation in the absence of settlement, (4) the experience and views of Class Counsel, and (5) the positive reaction of Class Members, the Court finds that the settlement is fair, adequate, reasonable, and deserves this Court's final approval.

The Court therefore hereby orders and declares (i) the Settlement is binding on all Parties and Class Members; (ii) the Settlement shall be preclusive in all pending and future lawsuits or other proceedings; (iii) the prospective relief provided for herein represents full and complete satisfaction for any claims for injunctive relief that were or could have been asserted in the Action; and (iv) the Settlement shall have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of the Class Representatives or any other Class Member, as well as each of their heirs, executors, administrators, successors and assigns. Upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members.

VI. DISMISSAL

The Court orders that *Dwight Quinn, David W. Kuneman, Freida Eyster and Danny G. Jarvis v. BJC Health System d/b/a BJC HealthCare, Barnes-Jewish Hospital, and*

Barnes-Jewish St. Peters Hospital, No. 22052-00821-01 in the Circuit Court for the City of St. Louis, is hereby dismissed with prejudice, and without any award of attorneys' fees or costs to any party except as set forth in the Order Granting Plaintiffs' Motion for Attorneys' Fees and Costs and Service Awards to Named Plaintiffs.

VII. RELEASE AND BAR

All claims against BJC and the Related Parties are hereby dismissed with prejudice. The Court orders that Plaintiffs and all Class Members and their heirs, executors, estates, predecessors, successors, assigns, agents and representatives shall be deemed to have jointly and severally released and forever discharged BJC and the Related Parties from any and all Released Claims, whether known or unknown, arising from conduct alleged in the Petition, and shall be fully and forever barred and enjoined from instituting or prosecuting in any court or tribunal, either directly or indirectly, individually or representatively, any and all Released Claims against BJC or any of the Related Parties.

Further, the Court orders that the prospective relief provided for in the Settlement Agreement represents full and complete satisfaction for any claims for injunctive relief that were or could have been asserted in the Action and that Plaintiffs and the Class shall be and hereby is enjoined from hereafter challenging the reasonableness of the Self-Pay Discount Policy, the Prompt Pay Discount or the Charity Care Policy, including but not limited to the amount of the discounts set forth therein.

VIII. CONTINUING JURISDICTION

Without affecting the finality of this Final Approval Order, during the four (4) year term of the Settlement Agreement, the Court shall retain jurisdiction over the Action for the purpose of entering all orders, authorized hereunder, that may be necessary to enforce and

implement the provisions of this Agreement, including issuance of injunctive relief to bar prosecution of claims by persons bound by its final judgment. In the event that any applications for relief from this Agreement are made, such applications will be made to the Court.

IT IS SO ORDERED.

Date

Hon. David L. Dowd

JUDGE OF THE CIRCUIT COURT

ATTACHMENT I

HEALTH INFORMATION PROTECTION AGREEMENT
(Business Associate and Trading Partner Provisions)

THIS HEALTH INFORMATION PROTECTION AGREEMENT (“Agreement”) is made and entered into by and between BJC Health System, a Missouri non-profit public benefit corporation d/b/a “BJC HealthCare”, on behalf of itself and/or its affiliated organization(s) (collectively referred to herein as “Covered Entity”) and _____, a corporation (“Business Associate”).

RECITALS:

A. The parties are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as amended from time to time (collectively “HIPAA”).

B. The purpose of this Agreement is to satisfy the obligations of Covered Entity under HIPAA and to ensure the integrity and confidentiality of “Protected Health Information” held, transmitted, disclosed, received or created by Business Associate from or on behalf of Covered Entity.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.**

A. As used herein, the term “Electronic Protected Health Information” or “ePHI” shall have the same meaning as the term “electronic protected health information” in the Security Rule, to the extent such information is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity.

B. As used herein, the term “Individual” shall have the same meaning as the term “individual” in the Privacy Rule, and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.

C. As used herein, the term “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Information at 45 C.F.R. part 160 and part 164, subparts A and E, as amended from time to time.

D. As used herein, the term “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in the Privacy Rule, to the

extent such information is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity.

E. As used herein, the term "Required by Law" shall have the same meaning as "required by law" as used in the Privacy Rule.

F. As used herein, the term "Security Incident" shall have the same meaning as the term "security incident" in the Security Rule.

G. As used herein, the term "Security Rule" shall mean the Health Insurance Reform: Security Standards at 45 C.F.R. Part 160 and Part 164, subparts A and C, as amended from time to time.

H. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are given in the Privacy Rule and the Security Rule.

2. Scope. This Agreement applies to all past, present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever. As of the effective date of this Agreement, this Agreement automatically extends to and amends all existing agreements between Covered Entity and Business Associate involving the use or disclosure of PHI. This Agreement shall automatically be incorporated into all subsequent agreements between Covered Entity and Business Associate involving the creation, maintenance, use or disclosure of PHI, whether or not expressly referenced therein.

3. Purpose; General Rules. This Agreement sets forth the terms and conditions pursuant to which PHI that is held, transmitted, disclosed, received or created by Business Associate from or on behalf of Covered Entity will be handled by Business Associate. Except as otherwise specified herein, Business Associate may make all uses and disclosures of PHI necessary to perform its obligations to Covered Entity under any written agreement with Business Associate or pursuant to Covered Entity's written instruction, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity. All other uses and disclosures not Required by Law, authorized by this Agreement or authorized by any other written agreement with Covered Entity or Covered Entity's written instructions are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this Agreement or such other written agreement or instruction only: (i) to its employees, subcontractors and agents, in accordance with Section 5(e) below; (ii) as directed by Covered Entity; or (iii) as otherwise permitted by the terms of this Agreement or as Required by Law.

4. Permitted Activities of Business Associate. Unless otherwise limited by this Agreement, Business Associate may:

A. Use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities provided that such uses are permitted under federal and state confidentiality laws;

B. Disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities provided that: such disclosures are permitted under federal and state confidentiality laws; Covered Entity has been provided prior notice and opportunity to object to the disclosure; and: (i) the disclosures are Required by Law, as provided for in the Privacy Rule; or (ii) Business Associate has received from the third party(ies) written assurances regarding its confidential handling of such PHI as required under the Privacy Rule;

C. Except as otherwise limited in this Agreement, use PHI to provide Data Aggregation services to Covered Entity as permitted by the Privacy Rule; and

D. De-identify any and all PHI provided that the de-identification conforms to the requirements of the Privacy Rule and further provided that Business Associate provides to Covered Entity the documentation required by the Privacy Rule. Information so de-identified does not constitute "PHI" and is not subject to the terms of this Agreement.

5. Protection of PHI by Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

A. Not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law. Notwithstanding anything contained in this Agreement or any other agreement or understanding between Covered Entity and Business Associate to the contrary, Business Associate shall not further disclose PHI to any third party for purposes other than "treatment," "payment" or "health care operations," as those terms are used and defined within the Privacy Rule, without the prior, written consent of Covered Entity. To the extent Covered Entity's written consent is given to make such disclosures, Business Associate shall: (a) Maintain records of each such disclosure containing, at a minimum, the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure; and (b) Provide, upon request, to Covered Entity or to the Individual to whom the PHI relates an accounting of all such disclosures in accordance with the Privacy Rule and 45 C.F.R. § 164.528. Business Associate shall keep Covered Entity informed of all disclosures of PHI covered by this Agreement made by Business Associate. In the event Business Associate discloses PHI to any third party for purposes other than "treatment," "payment" or "health care operations," as those terms are used and defined within the Privacy Rule, Business Associate shall provide prompt notice of the date and purpose of such disclosure as well as the name and address of the recipient, which notice shall be sent to Covered Entity at "BJC Business Associates@bjc.org."

B. Use appropriate, commercially reasonable safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement;

C. Report to the designated privacy officer of Covered Entity any use or disclosure of PHI not provided for by this Agreement, including without limitation, any disclosure of PHI to any unauthorized subcontractor, within ten (10) days of its discovery;

D. Establish procedures for mitigating any deleterious effects of any improper use and/or disclosure of PHI that Business Associate reports to Covered Entity;

E. Ensure that any agents, including a subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply to Business Associate with respect to such information;

F. Make available, upon prior request and during normal business hours, all records, books, agreements, policies and procedures relating to the use/disclosure of PHI to Covered Entity for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Agreement;

G. Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a "Designated Record Set," to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under the Privacy Rule; and

H. Make its internal practices, books, agreements, policies, procedures and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the Department of Health and Human Services, at a time and in the manner designated by Covered Entity, for purposes of determining Covered Entity's compliance with the Privacy Rule, subject to attorney-client and other applicable privileges.

6. Covered Entity. With regard to the use and disclosure of PHI by Business Associate, Covered Entity agrees to:

A. Provide Business Associate with the notice of privacy practices that it produces in accordance with the Privacy Rule, as well as inform Business Associate of any changes in said notice;

B. Inform Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses or disclosures; and

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with the Privacy Rule.

7. Handling of "Designated Record Sets". In the event that the PHI received or created by Business Associate on behalf of Covered Entity constitutes a "Designated Record Set," as defined in the Privacy Rule,

A. Business Associate agrees to make any amendments to the PHI that Covered Entity directs pursuant to the Privacy Rule at the request of the Covered Entity or the Individual and in the time and manner designated by Covered Entity.

B. Covered Entity agrees to:

1. Notify Business Associate, in writing, of any PHI Covered Entity seeks to make available to an Individual pursuant to the Privacy Rule and the time and manner in which Business Associate shall provide such access; and

2. Notify Business Associate, in writing, of any amendments to the PHI in the possession of Business Associate that Business Associate shall make and the time and manner in which such amendments shall be made.

8. Security Safeguards and "Trading Partner" Provisions. In the event that Business Associate creates, maintains, receives, transmits, discloses, uses or otherwise exchanges data electronically, in addition to the other provisions of this Agreement, Business Associate shall abide by the terms and conditions of this Section.

A. Information Safeguards. Business Associate shall develop, implement, maintain and use, at its own expense, such appropriate administrative, technical and physical safeguards as may be required from time to time to maintain compliance with HIPAA and to preserve the availability, integrity and confidentiality of ePHI and to prevent non-permitted or violating use or disclosure of ePHI. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides ePHI implements reasonable and appropriate safeguards to protect ePHI as required under this subsection A of this Section. Business Associate shall immediately report to the designated privacy officer of Covered Entity any successful Security Incident of which Business Associate or any agent or subcontractor of Business Associate becomes aware, including any unauthorized access, use, disclosure, modification, or destruction of ePHI or interference with system operations in an information system affecting an Individual's ePHI. For other Security Incidents (e.g., an attempted, but unsuccessful, unauthorized access or use), Business Associate shall document such incidents and any changes or remedial procedures adopted to address such incidents, and provide aggregate reports of the same to Covered Entity from time to time and at Covered Entity's request.

B. Standard Transactions. If Business Associate conducts "Standard Transactions," as that term is defined within 45 C.F.R. Part 162, for or on behalf of Covered Entity, Business Associate will comply and will require each subcontractor or agent involved with such Standard Transactions, to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the Standard Transactions conducted for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.

9. Term. This Agreement shall be effective as of the later of: (i) the date Business Associate first held, transmitted, disclosed, received or created PHI from or on behalf of Covered

Entity; or (ii) April 14, 2003. The term of this Agreement shall commence on the effective date hereto and shall continue in effect until terminated as provided in this Agreement.

10. Termination. This Agreement shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is returned or destroyed (as directed by Covered Entity) to Covered Entity, or, if it is infeasible to return or destroy (as directed by Covered Entity) all of the PHI, protections are extended to such information in accordance with the provisions of subsection B of this Section.

A. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement, along with any other written agreement between Covered Entity and Business Associate that relate to the act or omission constituting the material breach, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity. If a cure is not reasonably possible, Covered Entity may immediately terminate this Agreement and any such other agreement upon its knowledge of the material breach.

B. Effect of Termination. Except as provided in this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy (as directed by Covered Entity) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, including such PHI that is in the hands of agents or subcontractors, and Business Associate shall retain no copies of the PHI. In the event Business Associate determines that returning or destroying (as directed by Covered Entity) the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The respective rights and obligations of Business Associate set forth within this Section shall survive the termination of this Agreement, for whatever reason.

11. Indemnification. Business Associate will indemnify, defend and hold harmless Covered Entity and any of Covered Entity's affiliates, and their respective officers, directors, employees and agents ("Indemnitees") from and against any claim, cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees and court costs) arising out of or in connection with any unauthorized or prohibited use or disclosure of PHI or any other breach of this Agreement by Business Associate or any subcontractor, agent or person under Business Associate's control. In the event claim is made against an Indemnitee for any such claim, cause of action, liability, damage, cost or expense, Covered Entity may, at its sole option: (i) tender the defense to Business Associate, who shall provide qualified and competent counsel to represent the Indemnitee's interest at Business Associate's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Business Associate responsible for all reasonable costs thereof. In any event, Covered Entity shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

12. Injunctive Relief; Acknowledgment. Business Associate acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate professional and business interests of Covered Entity and to ensure Covered Entity's compliance with the Privacy Rule and the Security Rule. Business Associate further acknowledges and agrees that a breach of the covenants contained in this Agreement will cause irreparable harm to Covered Entity and that damages arising from any such breach may be difficult to ascertain and no adequate legal remedy exists. Accordingly, Covered Entity shall be entitled to receive injunctive relief and/or specific performance and damages, as well as any and all legal or equitable remedies to which it may be entitled.

13. Miscellaneous.

A. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is used or disclosed pursuant to this Agreement.

B. References. A reference in this Agreement to a section in the Privacy Rule or a section in the Security Rule means the section as in effect or as amended, and for which compliance is required.

C. Amendment. The parties agree to take such action is necessary to amend this Agreement from time to time as necessary for Covered Entity to comply with the requirements of HIPAA and its implementing regulations, including, without limitation, the Privacy Rule and the Security Rule. No amendment to this Agreement shall be effective until reduced to writing and signed by the parties.

D. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity, in the opinion of its counsel, to comply with the Privacy Rule and the Security Rule.

E. Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

F. Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

G. Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement shall govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of Business Associate to Covered Entity shall apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.

H. Headings. The headings of each section are inserted solely for purposes of convenience and shall not alter the meaning of this Agreement.

I. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the effective date set forth above.

“Covered Entity”

“Business Associate”

BJC HEALTH SYSTEM, on behalf of itself
and its affiliated organizations

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTACHMENT J

BJC Health Care And Attorneys For Plaintiffs Reach Settlement In Uninsured Billing Lawsuit

Today, BJC HealthCare and two Missouri law firms announced they have reached a settlement in a class action lawsuit filed on behalf of uninsured patients at BJC hospitals. Plaintiffs are represented by Gray, Ritter and Graham, PC and Bartimus, Frickleton, Robertson & Gorny, PC. The settlement is subject to court approval.

The proposed settlement, together with charity care policies already in place at BJC hospitals, would provide substantial benefits to uninsured patients, and continue the role of the BJC member hospitals as leaders in providing health care to communities they serve.

All of the BJC hospitals have established financial assistance programs that provide free or discounted care to all patients who are determined to have low or moderate incomes. Under the proposed settlement, BJC hospitals will continue these programs and will add a "Self-Pay Discount Policy" that will apply to all uninsured patients, regardless of income level. The new Self-Pay Discount Policy provides a reduction in the payments required from patients who do not have insurance and are not eligible for a government program (such as Medicare or Medicaid). The Self-Pay Discount will be in addition to existing charity care discounts that BJC hospitals will continue to provide. Under the settlement, the Self-Pay Discount and charity care discount, when so requested, will be applied retroactively to uninsured patients' bills issued from January 1, 1999 to the present and will be applied prospectively for at least four years.

"BJC HealthCare provides more charity and unreimbursed care than any other hospital group in the metropolitan area and the state of Missouri. As a not-for-profit, community benefit organization, it is the mission of our hospitals, physicians and staff to provide care to patients at the time it is needed, with billing occurring after care has been received," said June Fowler, BJC Vice President. "Insured patients, many of whom pay premiums, receive reduced rates negotiated on their behalf by insurance companies. We were able to reach this settlement due in part to a recent clarification of very complex federal rules governing medical billing that makes it clear hospitals may provide discounts to uninsured patients as well."

Under the proposed settlement, uninsured patients who were treated at a BJC hospital since January 1, 1999, and paid some or all of their bill, may be eligible for a partial refund. Under court-approved procedures, class members will be notified of their right to submit a claim for the refund.

"We believe this settlement puts BJC at the forefront nationally in terms of the treatment of uninsured patients. Tens of thousands of past, present and future BJC uninsured patients will benefit tremendously by this settlement," said Chip Robertson and Don Downing, who represented the named Plaintiffs, Dwight Quinn, Freida Eyster, David Kuneman and Danny Jarvis, and the plaintiff class.

The new Self-Pay Discount Policy will be implemented immediately upon court approval of the settlement. BJC is applying the policy across all hospitals that are a part of BJC HealthCare.