

STIPULATION AND AGREEMENT

NOW COME the State of Vermont, the Vermont Department of Corrections ("DOC"), the Vermont Department of Mental Health ("DMH"), the Vermont Agency of Human Services ("AHS)," (collectively the "State"), Correct Care Solutions ("CCS"), Vermont Human Rights Commission ("HRC"), Disability Rights Vermont ("DRVT") and Randall Corkins ("Corkins") (collectively known as "the Parties") and enter into a Stipulation and Agreement ("Agreement") as set forth below:

- I. WHEREAS, Corkins filed a Charge of Discrimination against the State, PA13-0018, alleging that the State discriminated against him on the basis of disability;
- II. WHEREAS, the Parties, having mediated this case on December 9, 2013, desire to enter into a settlement and compromise of all claims and concerns raised, or that could have been raised, by Corkins in his Charge of Discrimination, any law suit or in relation to his incarceration at DOC and/or while in DMH custody;
- III. WHEREAS, this Agreement is entered into for the mutual convenience of the Parties in recognition of the costs and risks associated with litigation;
- IV. WHEREAS, the Parties agree that this Agreement does not constitute an admission of fact, wrongdoing or violation by any Party and shall not be offered as evidence or constitute a precedent for any pending or future HRC matter, except for an alleged breach hereof; and
- VII. WHEREAS, the Parties agree that this Agreement is supported by good and binding consideration in the form of the promises and obligations set forth below:

NOW THEREFORE the Parties agree to the following:

1. Concurrent with the execution of this Agreement, Corkins will execute a General Release and Covenant Not to Sue;
2. Corkins shall dismiss, with prejudice, any and all law suits, charges of discrimination, or any other claims of liability or other legal actions against the

State of Vermont, and/or the Vermont Department of Corrections and/or Vermont Department of Mental Health and/or Agency of Human Services, including, without limitation, the above-described Charge of Discrimination (HRC Case No.: PA13-0018).;

3. In consideration of the promises and releases set forth in the Agreement, the State agrees to provide Corkins with a settlement payment of thirty five thousand dollars (\$35,000);
4. The State agrees to fulfill its obligations and promises as outlined in Paragraph Five (5) of the attached Mediation Agreement, which is incorporated by reference herein;
5. The Vermont Human Rights Commission agrees that it will deem this matter resolved and it will not pursue legal action against the State based upon the above referenced Charge of Discrimination except to enforce the terms of the agreement;
6. Corkins acknowledges and agrees that he shall not receive any other form of benefit, compensation or relief other than that which is expressly stated herein;
7. Corkins freely and voluntarily agrees to all terms of this Agreement and acknowledges that he understands all the terms of this Agreement, has had ample time to consult with an attorney prior to signing this Agreement, is competent to sign this Agreement, and does so knowingly, voluntarily and without duress or undue influence;
8. This Agreement resolves all legal issues and disputes between the Parties concerning Corkins' incarceration at DOC and/or while in DMH custody through the date of the execution of this agreement;
9. This Agreement and the attached Mediation Agreement set forth all the terms of the Parties' understanding and there are no other promises or obligations other than what is specifically stated therein;
10. This Agreement may not be amended or modified except by written instrument executed by all of the Parties hereto;
11. This Agreement may be executed in counterparts, which together shall constitute one agreement. This Agreement is fully enforceable with signatures provided by facsimile or electronic transmission;




Date 1/10/14
Lisa Menard
Deputy Commissioner
Vermont Department of Corrections




Date 1-17-14
Randall Corkins
Charging Party



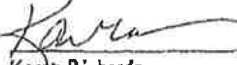
Date 1/10/14
Frank Reed
Deputy Commissioner
Vermont Department of Mental Health



Date 1/10/14
A.J. Rubin
Legal Counsel
Disability Rights Vermont



Date 1/10/14
Lindsay Browning
Assistant Attorney General
The State of Vermont and the
Agency of Human Services



Date 1/10/14
Karyn Richards
Executive Director
Vermont Human Rights Commission

Date
Sophie Zdatny
Legal Counsel
Correct Care Solutions

GENERAL RELEASE AND COVENANT NOT TO SUE

1. Randall Corkins on behalf of himself, his heirs, executors, administrators, successors, or assigns, for the valuable consideration described above, and for other good and valuable consideration, agrees to relinquish, release and hold harmless Correct Care Solutions (CCS), and/or the Vermont Department of Corrections (DOC), Vermont Department of Mental Health (DMH), Vermont Agency of Human Services (AHS) and/or the State of Vermont, and all departments, agencies, and boards thereof, and all present and former employees, officers, agents, representatives, board members, contractors, successors, and assigns of the DOC, DMH, AHS and/or the State of Vermont and/or CCS, for all claims and matters whatsoever, known or unknown, arising from the beginning of time through the date of the execution of this release, for all claims and causes of action in any forum, judicial or administrative, including but not limited to all disputes existing with respect to the matters giving rise to this Agreement, all of which are hereinafter called the "Released Claims." The Released Claims include without limitation, any rights or claims arising under common law, 42 U.S.C. § 1983, Federal or State Constitutions, the Americans with Disabilities Act (ADA), the ADA Amendments Act of 2008, the Religious Land Use and Institutionalized Persons Act (RLUIPA), the Vermont Fair Housing and Public Accommodations Act, or arising under any other federal, state or local laws or regulations. The Released Claims also include, without limitation, any claims for attorneys' fees, court costs, or expert witness fees.
2. Corkins covenants and agrees not to sue CCS and/or the DOC, DMH, AHS, and/or State of Vermont, all departments, boards, and agencies thereof, and all present and former employees, board members, officers, agents, representatives, contractors, successors, and assigns of the State, in any capacity whatsoever, including both individual and official capacities, for any of the aforementioned Released Claims, specified or unspecified.
3. This release includes one exception that appears in this paragraph and no other exceptions:
 - i. Corkins does not waive his right to any claim of legal liability against the State of Vermont, its officers, agents, employees, or assigns, and/or CCS which may arise from breach of the terms of this Agreement when recourse is necessary to enforce such terms.

4. Corkins acknowledges that he has granted this General Release voluntarily and with the advice of legal counsel.

Randall G. Corkins
Randall Corkins

1-17-14
Date

STATE OF VERMONT, COUNTY OF Orleans

On this 17 day of January, 2014, before me personally appeared Randall Corkins, known to me (or satisfactorily proven) to be the person whose name he subscribed to the foregoing instruments and acknowledged that he executed same for the purposes therein contained as his free act and deed.

Lisa J. Brewster / Lisa J. Brewster
Notary Public

My Commission expires 2-10-15

STATE OF VERMONT
HUMAN RIGHTS COMMISSION

Randall Corkins)
Complainant)
v.) CHARGE NO. PA13-0018
Vermont Department of Corrections)
And Department of Mental Health)
Respondents)

This Post-Litigation Conciliation Agreement is hereby approved and no further action, other than any action necessary to enforce the terms and conditions of the agreement, will be taken by the Human Rights Commission regarding the charge of public accommodation discrimination based on disability, HRC Charge No. PA13-0018.

Dated at Barre, Vermont, this 23rd day of January 2014
By: Mary Marzec Gerbier
Mary Marzec Gerbier, Chair

Absent
Nathan Besio, Commissioner

Mary Brodsky
Mary Brodsky, Commissioner

Mercedes Mack
Mercedes Mack, Commissioner

Donald P. Vickers
Donald Vickers, Commissioner

SETTLEMENT AGREEMENT

Following mediation with the assistance of Michael Marks, Esq., the Parties signing below have reached the following settlement agreement in reference to all of the issues arising out of or related to the following case: *Randal Corkins v State of Vermont Agency of Human Services as described in mediation statements*, ("Claim"). The Parties shall exchange the documents and payments required to implement the following.

1. Approval of Agreement. This Agreement is contingent upon approval by the Secretary of Administration. If not approved, this Agreement shall be null and void.
2. No Suit on Claim. No Party shall file suit on the Claim. Each side shall bear its own costs and attorney's fees.
3. General Release. Mr. Corkins shall provide a General Release to all other Parties named in the Claim in a form reasonably acceptable to all counsel. The General Release shall cover all claims, including any claims for attorney's fees, that were or could have been raised by Mr. Corkins for any reason in the Claim or otherwise against the Parties named in the Claim, extending to any unknown, undiscovered, and undiscoverable claims of any nature, and all persons who could in any way be subjected to these claims, including principals, members, employees, agents, officers, shareholders, insurers and indemnitors. The General Release shall not affect obligations arising under this Agreement, which shall remain fully enforceable.
4. Payment. Within thirty days of receipt of the signed Release Mr. Corkins shall receive a total settlement of Thirty-Five Thousand Dollars (\$35,000.00).
5. Other Agreements.
 - A) DOC will use its best efforts to avoid the use of force with individuals in its facilities who are waiting placement in a level one mental health hospital bed ("Delayed Placement Persons") except in emergent circumstances to ensure the immediate physical safety of the individual, a staff member or others. All

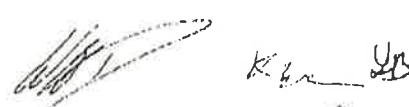
 *[Handwritten signatures]*

uses of force with Delayed Placement Persons (except in emergent circumstances to ensure the immediate physical safety of the individual, a staff member or others) shall be subject to review within two weeks by a team consisting of DOC medical staff or contractors, an employee of the Department of Mental Health, and DOC personnel to review the use of force and potential alternatives to use of force in the future with such individuals. The review will occur within two weeks.

- B) DOC will use its best efforts to provide Delayed Placement Persons with the same access to services, recreation, medical and mental health services as similarly classified individuals consistent with the Delayed Placement Person's mental health behavioral plan, DOC classification and applicable DOC policies and directives.
- C) AHS shall send the following letter to Mr. Carkins: "You have objected to the use of force against you while you were in our facility waiting for a level one mental health hospital bed. In particular, you have objected to the use of OC spray on three occasions. We appreciate that you believe these uses of force were not warranted and wrong. At AHS, we agree that we should take all prudent steps to minimize the circumstances in which force is applied to those in the care of the Department of Corrections. Since the incident involving you, we have taken steps to minimize the circumstances in which force will be applied to those waiting for a level one mental health hospital bed. That process has continued in negotiations with you and your attorneys. Your input has been helpful to AHS and informed us in making changes and provided the basis for our settlement with you. We thank you for your efforts on this important issue, and hope that our settlement helps all of the parties to move forward."
- D) The Department of Corrections will notify Disability Rights of Vermont within four business days of the use of force by DOC with a Delayed Placement Person that do not involve emergent circumstances to ensure the immediate physical safety of the individual, a staff member or others.
- E) The Department of Corrections will provide training on this Agreement to its staff within six months on the requirements of this Agreement.

6 Miscellaneous. This Agreement represents a compromise to avoid litigation. By making

this Agreement, no Party makes any admission concerning the strength or weakness of any claim. This Agreement is a comprehensive agreement; all prior understandings and discussions are merged into this Agreement. This Agreement may only be amended by a written instrument signed by all Parties. The Parties shall execute such additional documents as are reasonably requested to implement this Agreement. This Agreement shall be interpreted under the laws of the State of Vermont. All Parties were represented by counsel in the drafting of this Agreement. The presumption against the drafter shall

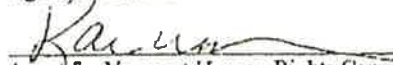


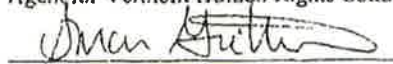
not apply to the construction of this Agreement. Any participation by the mediator in the drafting of this agreement was in his capacity as mediator in recording mutually agreeable settlement terms, and does not constitute legal advice to any of the Parties. Photocopies of this Agreement shall be as effective as the original. This Agreement shall be binding and enforceable against the successors, heirs and assigns of the Parties.

Dated at Montpelier, Vermont, this 9th day of December, 2013.

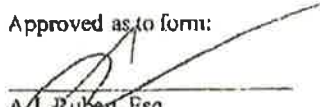

Randall Corkins

Agent for State of Vermont


Agent for Vermont Human Rights Commission



Agent for Correctional Care Solutions

Approved as to form:


Douglas Brines, Esq.
Counsel for Mr. Corkins


Lindsay Bryning, Esq.
Counsel for State of Vermont


Karen Richards, Esq.
Counsel for Vermont Human Rights Commission


Sophie Zlatny, Esq.
Counsel for Correctional Care Solutions