

STIPULATION AND AGREEMENT

NOW COME the State of Vermont, the Agency of Human Services ("AHS"); the Department of Corrections ("DOC"); the Department of Mental Health ("DMH"); VitalCore Health Strategies ("VitalCore") (collectively known as "the Respondents"), and Amber Griffis ("Griffis") and Disability Rights Vermont (collectively known as "the Parties") to enter a Stipulation and Agreement ("Agreement") as set forth below:

WHEREAS, Griffis filed a Complaint of Discrimination with the Vermont Human Rights Commission, *Garces o.b.o HRC (Griffis) v. State, DOC, CRCF et al HRC Complaint PA 21-0006*, alleging disability and sex discrimination; and

WHEREAS, As a result of mediation on April 28, 2021, the Parties reached a settlement agreement in reference to all of the issues arising out of or related to said case and executed a Settlement Agreement, which is attached and fully incorporated herein; and

WHEREAS, The Human Rights Commission administratively dismissed the above-referenced case on May 3, 2021; and

WHEREAS, the Parties desire to enter into a settlement and compromise of all claims and concerns related to Griffis's incarceration at the Department of Corrections and/or the State of Vermont and the provision of medical and mental health services by VitalCore that were raised or could have been raised by Griffis; and

WHEREAS, this Agreement is entered into for the mutual convenience of the Parties in recognition of the costs and risks associated with litigation; and

WHEREAS, the Parties agree that this Agreement does not constitute an admission of fact, wrongdoing or, except as specified herein, and that this Agreement shall not be offered as evidence or constitute a precedent for any pending or future legal matter, except for an alleged breach of this Agreement or to enforce its terms; and

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 as follows:

1. Concurrent with the execution of this Stipulation and Agreement, Griffis will execute the attached General Release, which is attached and fully incorporated herein.
2. The Parties agree the complaint shall be administratively dismissed by the Executive Director of the Human Rights Commission for good cause, and no Party shall file suit on the Claim, and each side shall bear its own costs and attorney's fees.
3. Within thirty days of the Respondent's receipt of the signed General Release, the Respondents shall in consideration for the promises and releases contained herein, provide Griffis with a payment in the gross amount of forty-five thousand dollars (\$45,000.00), in complete and total compensation for any and all claims related to Griffis's incarceration at

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the Department of Corrections and/or the State of Vermont and the provision of medical and mental health services including, but not limited to, those giving rise to, the above referenced Complaint of Discrimination. Respondents' payments shall be in the form of checks payable to the Lawyers Trust Account of Disability Rights Vermont and paid by the Respondents separately as follows: forty thousand dollars (\$40,000.00) from the State and five thousand dollars (\$5,000.00) from VitalCore.

4. The DOC will continue to provide comprehensive assessment, evaluation, treatment and prevention of placement in segregation and DOC will monitor and consult with DMH when placement in segregation for detainees and/or inmates designated seriously functionally impaired are in this placement longer than three (3) business days to prioritize transitioning the individual to another placement while maintaining safety and medically necessary care; if possible. Such services will be provided in a dedicated section of each facility and offer stabilization and programming as indicated for those who are psychotic, clinically unstable (including acutely suicidal or at imminent risk of serious self-harm) or waiting for community-based psychiatric hospital assessment and/or placement. DOC will develop an individualized treatment plan for detainees and inmates with serious functional impairment inappropriately placed in segregation that will decrease clinically significant symptoms, increase safety and wellbeing, and improve activities of daily living. DOC will provide documentation of the implemented practice within 90 days of the agreement.
5. This Agreement sets forth all the terms of the Parties' understanding and there are no other promises or obligations other than what is specifically stated herein. All prior agreements, representations, statements and understandings regarding this matter shall have no effect.
6. Griffis acknowledges and agrees that she is not entitled to, nor shall she receive, any other form of benefit, compensation, or relief other than that which is expressly stated herein.
7. This Agreement resolves any and all legal issues and disputes between the Parties.
8. The Parties freely and voluntarily agree to all terms of this Agreement. Griffis certifies she understands all the terms contained in this Agreement, that her decision to sign this Agreement is voluntary, and that it has been made knowingly, without coercion or undue influence, that she is not under any conservatorship or guardianship, and agrees to the terms after having had the opportunity to consult with her representative and/or legal counsel and having had the terms explained to her by her representative and/or legal counsel to the extent necessary.
9. This Agreement may not be amended or modified except by written instrument executed by all of the Parties.
10. This Agreement may be executed in counterparts, which together shall constitute one agreement. This Agreement is fully enforceable with signatures provided by facsimile transmission, or transmission by electronic mail.

Signatures on following page.

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Signatures

For the State of Vermont:


E-SIGNED by Julie Roth
on 2021-05-25 06:20:59 EDT

Julie Roth Date
Risk Management

E-SIGNED by William Reynolds
on 2021-05-24 21:28:40 EDT

William B. Reynolds Date
Assistant Attorney General

For the Complainant:

 5/23/21

Amber Griffis Date
Complainant

/s/Zachary Hozid 5/11/21

Zachary Hozid, Esq. Date
Disability Rights Vermont
Attorney for DRVVT and Amber Griffis

For VitalCore Health Strategies

E-SIGNED by Pamela Eaton
on 2021-05-25 08:36:25 EDT

Pamela Eaton, Esq. Date
Counsel for VitalCore

General Release on following page.

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GENERAL RELEASE

Amber R. Griffis (DOB 12/12/1985) ("Releasor"), for and in consideration of the sum of Forty-five thousand Dollars (\$45,000.00), lawful money of the United States, paid by the STATE OF VERMONT and VitalCore Health Strategies ("VitalCore") as "Releasees," the receipt and sufficiency of which is hereby acknowledged, and in consideration of the agreement by the STATE OF VERMONT and VitalCore to comply with the terms of the Settlement Agreement executed by the parties, does hereby remise, release and forever discharge, and by these presents does for her children, heirs, executors, administrators, successors and assigns remise, release and forever discharge the STATE OF VERMONT, the VERMONT AGENCY OF HUMAN SERVICES ("AHS") and any and all of its departments, including but not limited to the VERMONT DEPARTMENT OF CORRECTIONS ("DOC") and the VERMONT DEPARTMENT OF MENTAL HEALTH ("DMH"), and VitalCore Health Strategies ("VitalCore"), and their current and former employees, past, present and future owners, parent companies, subsidiaries, affiliated entities, agents, contractors, adjusters, attorneys, representatives, members, heirs, executors, administrators, successors and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasor ever had, now have, or which their children, heirs, executors, administrators, successors and assigns hereafter can, shall, or may have against the STATE OF VERMONT, the AGENCY OF HUMAN SERVICES, the VERMONT DEPARTMENT OF CORRECTIONS, the CHITTENDEN REGIONAL CORRECTIONAL FACILITY, the VERMONT DEPARTMENT OF MENTAL HEALTH, VITALCORE, and their employees, past, present and future owners, parent companies, subsidiaries, affiliated entities, officers, directors, agents, contractors, adjusters, attorneys, representatives, members, heirs, executors, administrators, successors and assigns, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of this Release and particularly including, but without in any manner limiting the foregoing, on account of any claim that was or could have been asserted in the following case: *Garces o.b.o. HRC (Griffis) v. State, AHS, DOC, CRCF, DMH, Centurion of Vermont LLC, and VitalCore Health Strategies, HRC Complaint No. PA21-0006* ("Charge").

It is not the purpose of this settlement agreement to shift responsibility of medical care in this matter to the Medicare system. Instead, this settlement is intended to resolve a dispute between the parties. In order to ensure compliance with Medicare and applicable federal regulations, the Releasor acknowledges that she or her attorneys have, to the extent required by law, reported this claim to the Centers for Medicare and Medicaid Services (CMS). The Releasor acknowledges that Medicare will be reimbursed out of these settlement proceeds for any and all payments made in the past.

Releasor further acknowledges, warrants, and agrees to satisfy all liens, reimbursement rights, subrogation interests or claims, including any automatic liens or obligations created by federal and/or state law, of medical assistance, Medicare, Medicaid, child support, income tax, and of any doctor, hospital, insurance carrier, non-profit hospital and medical service organization, state or governmental agency, attorney or any other person, firm or corporation, which have been made or may be made in the future against the payments described in this GENERAL RELEASE; and the Releasor further agrees to hold harmless, and to defend and indemnify the

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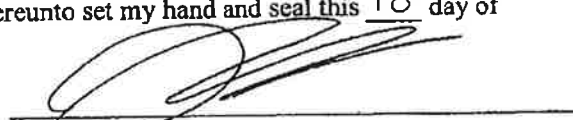
STATE OF VERMONT, the AGENCY OF HUMAN SERVICES, the VERMONT DEPARTMENT OF CORRECTIONS, the CHITTENDEN REGIONAL CORRECTIONAL FACILITY, the VERMONT DEPARTMENT OF MENTAL HEALTH, and VITALCORE, their employees, past, present and future owners, parent companies, subsidiaries, affiliated entities, officers, directors, agents, adjusters, attorneys, representatives, members, heirs, executors, administrators, successors and assigns, from and against any suits, claims, cross-claims, judgments, costs or expenses of any kind, including attorney's fees, arising from the assertion of any such liens, reimbursement right, subrogation interest or claim.

Releasor agrees that there are no collateral or outside agreements of any kind between the parties. It is also understood and agreed that this settlement is the compromise, accord, and satisfaction of disputed claims, and that this Release and any consideration therefore is not to be construed as an admission of liability on the part of the parties released, by whom liability is expressly denied. It is further agreed and understood that this payment and compromise settlement is made to terminate further controversy with respect to all claims for damages that Releasor has asserted or that she or her representatives might assert against the STATE OF VERMONT, the AGENCY OF HUMAN SERVICES, the VERMONT DEPARTMENT OF CORRECTIONS, the CHITTENDEN REGIONAL CORRECTIONAL FACILITY, the VERMONT DEPARTMENT OF MENTAL HEALTH, and VITALCORE, their employees, past, present and future owners, parent companies, subsidiaries, affiliated entities, officers, directors, agents, adjusters, attorneys, representatives, members, heirs, executors, administrators, successors and assigns, for damages arising from any matter, cause, or thing whatsoever from the beginning of the world to the day of the date of this Release.


Releasor acknowledges that she has had ample time to consult with her attorney(s) and others prior to signing this release, is competent to sign this release, and does so voluntarily and without duress.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of May, 2021.

By:


Amber R. Griffis

On this the 18th day of MAY, 2021, before me personally appeared Amber R. Griffis, known to me (or satisfactorily proven) to be the person whose name was subscribed to the foregoing Release and acknowledged that she executed the same for the purposes therein contained as her free act and deed.


Notary Public

My commission expires 1/31/23