

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This action is currently pending in U.S. District Court Case Number 6:17-cv-00837-AA (“Action”). This Action involves Plaintiff Terri Carlisle (“Plaintiff”), represented by Mathew dos Santos, Kelly Simon and Aliza Kaplan; and Defendants Correct Care Solutions LLC, Steven Blum, M.D., Nurse Doe, and Medical Assistant Doe (“CCS Defendants”), represented by Eric Neiman and Jacqueline Houser; and Defendants Douglas County, John Hanlin, Mike Root, and Correctional Officer Doe(s) (“County Defendants”) represented by Stan LeGore and Robert Wagner. The defendants denied Plaintiff’s allegations. Plaintiff and County Defendants (“the Parties”) agreed to settle all claims against the County Defendants for the consideration set forth in this Settlement Agreement and Release of Claims (“Agreement and Release”) on the following terms:

A. Effective Date: The effective date of this Agreement and Release is December 15, 2018.

B. Plaintiff’s Release of Claims: In consideration for the payment of attorney fees and other relief described in Paragraph C, Plaintiff agrees to dismiss with prejudice all claims against each of the County Defendants and to release, acquit, and forever discharge Douglas County and all of its employees, agents, representatives, designees, administrators, elected officials or any other person or entity representing or acting on behalf of the County (the “Released Parties”), excluding only defendants Correct Care Solutions LLC, Steven Blum M.D., and any current or former Correct Care Solutions employees who in any way provided health care services for Plaintiff at the Douglas County Jail, from any and all claims, demands or causes of action, whether known or unknown, under legal, equitable, or other theory, that exists or may exist against any of the Release Parties through the Effective Date of this Agreement and Release.

The release, acquittal, and discharge described above includes any claims against the Released Parties arising from the negotiation or execution of this Agreement and Release. This Agreement and Release also includes any damages (including past and future medical and mental health expenses, lost wages, impairment of earnings, emotional distress, pain and suffering, punitive damages, and any other compensatory, economic, noneconomic, nominal, or other forms of damage) and equitable relief (including injunctions or declaratory judgments) and including any and all expenses (attorney fees, costs, and disbursements).

Nothing in this Agreement and Release shall restrict Plaintiff's ability to bring a claim for damages against any of the Released Parties with respect to any act or omission occurring after the Effective Date of this Agreement and Release, including a separate claim for any alleged breach of this Agreement and Release.

C. Consideration for Release of Claims: As consideration for Plaintiff's Release of Claims, and on behalf of the Released Parties described above, Douglas County shall pay Plaintiff's attorneys their costs and attorney fees in the amount of Twenty-Five Thousand Dollars (\$25,000), and shall provide the following additional relief:

1. Medical Policy Changes. Douglas County shall adopt a policy, which shall be incorporated into all future contracts with medical providers for the Douglas County Jail, that no inmate shall have any current prescription medication, which the inmate is actually currently taking either on admission to the jail or while held at the jail, discontinued without review and authorization by an appropriately licensed medical provider. The manner of review and authorization to discontinue the prescription shall be at the discretion of the medical provider. This provision does not apply in the case of any emergency or apparent emergency.

- a) Nothing in this policy would affect or invalidate the Douglas County Sheriff's Office current policy of not accepting for inmate use any medications brought to the jail for an inmate by a family member, friend, or relative that are not unused and in factory sealed containers, regardless of whether such medications have been prescribed by a licensed medical provider.
- b) Nothing in this policy would affect or invalidate the Douglas County Sheriff's Office current policy of prohibiting inmates from taking any prescription medication until that prescription has been approved by the Jail's licensed medical provider.
- c) Nothing in this policy would affect or invalidate the Douglas County Sheriff's Office current policy of prohibiting marijuana in the jail.
- d) If there is a conflict between the Douglas County Jail's licensed medical provider and another medical provider regarding the appropriateness and/or necessity of a particular prescription medication, the decision by the Jail's

licensed medical provider shall conclusively satisfy any Douglas County Sheriff's Office duty or responsibility under this Agreement and Release.

2. County Oversight of Medical Care in Jail: The Douglas County Sheriff's Office Jail Commander or a designee shall meet with a medical staff designee at least once a week to discuss jail medical services, including ongoing medical issues and the medical staff response to any such issues, and shall document these meetings.

3. Required Cleaning in Hold 1: Consistent with current practices, the holding cells at the Douglas County Jail shall be cleaned at least one time each day, and the daily cleaning of the cells in the Intake/Booking area shall be documented in the jail logs.

4. Provision of Showers to Inmates: Consistent with current practices and ORS 169.076(9), inmates held in the Intake/Booking area at the Douglas County Jail shall be offered the opportunity to shower at least two times per week. Corrections deputies shall document shower opportunities and inmate responses. Corrections deputies shall also document any reason for denying an inmate the opportunity to shower.

a) Consistent with current policy, an inmate's showers may be restricted when providing a shower would pose safety or security issues for the inmate, jail staff, or other jail inmates.

5. Provision of Feminine Hygiene Products: Consistent with current practices, the County shall formalize in jail policy and the inmate manual its practice of providing feminine hygiene products to female inmates at no cost and upon request.

6. Provision of Clothing to Inmates: Consistent with current practices, the Douglas County Jail shall ensure that all inmates are provided with clean clothing whenever staff is notified that clothing has been soiled by bodily fluids, and shall provide inmates with clean clothing at least once every three days, and also upon request when clothing is otherwise dirty or in need of replacement.

a) Jail deputies are not required by this Agreement and Release to provide clean clothing to any inmate who repeatedly and intentionally soils or destroys his or her own clothing and repeatedly demands issuance of new clothing.

7. Limitation on Capacity of Hold 1: The Douglas County Jail shall formally establish the maximum capacity of Hold 1, the first holding cell in the Booking/Intake area of the jail, to be 9 inmates.

8. The policies and practices set out in this paragraph are subject to change, based on changes in law, or new or changed conditions or circumstances at the Douglas County Jail.

D. Newly-Discovered Evidence: The Parties agree that if, after the Effective Date of this Agreement and Release, they discover evidence different from or in addition to the evidence which they now know of or possess, this Agreement and Release remains in full force and effect.

E. Plaintiff is Responsible for all Subrogation and Liens: Plaintiff acknowledges that all subrogation and lien claims arising out of contract or under state or federal law-including, but not limited to, subrogation or lien claims of or related to health care providers, insurance carriers (including personal injury protection), workers' compensation carriers, attorneys, and any federal or state agency or programs such as Medicare, Medicaid, or Social Security-are the sole and separate obligation of Plaintiff which Plaintiff agrees to pay or otherwise resolve. Plaintiff will defend, indemnify and hold harmless the Released Parties from and against all such lien and subrogation claims brought against the Released Parties.

F. Medicare Disclaimer and Waiver: By signing below, Plaintiff declares under penalty of perjury that: (1) Plaintiff is not currently entitled to Medicare; and (2) none of the treatment received for the injury or injuries claimed in this Action (or related to the incident giving rise to this Action) or released in this Agreement were submitted to or paid for by Medicare. Plaintiff waives, releases, and forever discharges Released Parties from any obligations for any claim or future claim, known or unknown, arising out of the failure of Released Parties to provide for a primary payment or appropriate reimbursement to Medicare pursuant to 42 U.S.C. § 1395y(b)(3)(A), and Plaintiff shall defend, indemnify and hold harmless the Released Parties for any claims arising out of arising out of 42 U.S.C. § 1395y(b). Plaintiff further understands this settlement may impact, limit or preclude Plaintiff's right or ability to receive future Medicare benefits arising out of the injuries alleged in this lawsuit.

G. No Tax Representations: No party to this Agreement and Release warrants or represents how the United States Internal Revenue Service ("IRS"), the Oregon Department of

Revenue, or other governmental authority will treat the payment of costs and attorney fees for tax purposes, and agree that no further payment of money from Released Parties will be due in the event that the payments or the release of the claims embodied in this Agreement and Release or any portion thereof is found by the IRS, the Oregon Department of Revenue, or other governmental authority to be, or result in, taxable income to any party. The Released Parties, as part of their reporting requirements, may have to communicate with the IRS, including submitting IRS form 1099. The Released Parties reserve the right to respond to inquiries by said authorities and to make any additional disclosures requested by the governmental authority or as required by law. Plaintiff and Plaintiff's attorneys agree that each is solely responsible for the tax consequences of the payment of costs and attorney fees, and further agree not to hold the Released Parties responsible for taxes due.

H. Entire Agreement: This Agreement and Release contains and constitutes the entire agreement and understanding of the Parties, notwithstanding any and all prior negotiations, discussions, undertakings or agreements made in arriving at this Agreement and Release. There are no representations, agreements, or inducements between the Parties except as set forth expressly and specifically in this Agreement and Release. Any benefits provided to or accommodations reached with the Parties during the negotiation of this Agreement and Release that are not described in this Agreement and Release were made solely in the discretion of the Parties and are not part of the consideration for or the terms of this Agreement and Release.

I. No Admission of Fault or Future Precedent: The Parties agree that this Agreement and Release is not to be construed as an admission or proof of any liability or fault whatsoever on the part of the Released Parties. This Agreement and Release does not establish a precedent in the settlement of any current or future grievance or other dispute among the Parties, and shall not be admissible as evidence in any future arbitration, administrative or court proceeding except in a proceeding brought to enforce the terms of this Agreement and Release. In the event Plaintiff pursues a claim waived or released pursuant to this Agreement and Release, the Released Parties may plead this Agreement and Release as an absolute defense.

J. No Waiver: The failure by any of the Parties to enforce at any time, or for any period of time, any one or more of the terms or conditions of this Agreement and Release or a course of dealing between the Parties, shall not be a waiver of such terms or conditions or of such Party's right to enforce each and every term and condition of this Agreement and Release.

K. Invalidity: This Agreement does not waive any right that may not legally be waived. If any provision contained in this Agreement and Release shall for any reason be held to be invalid, illegal, void, or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to such invalid, illegal, void, or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions of this Agreement and Release shall not be affected.

L. Binding Agreement and Ownership of Claims: This Agreement and Release shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors in interest, insurers and assigns, except that it shall not apply to Correct Care Solutions LLC, Steven Blum, M.D., or any Correct Care Solutions employee, agent, subcontractor or representative. The Parties acknowledge that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim, or any portion of interest of any claim, that was or could have been raised in this Action.

M. Acknowledgment of the Terms of the Agreement: By the signatures below, the Parties acknowledge that they have read and know the contents of this Agreement and Release, that they fully understand the Agreement and Release's terms, and that they enter the Agreement and Release voluntarily for the purpose of making a full compromise and settlement. Each of the Parties further represents it has consulted or has had the opportunity to consult with legal counsel of its choice concerning the legal effect of this Agreement and Release before signing it, and that each party executes this Agreement and Release voluntarily. Further, the persons executing and delivering the Agreement and Release represent and warrant that they are fully authorized to do so, and that the execution of delivery of the Agreement and Release is lawful and voluntary.

N. Judgment of Dismissal with Prejudice: The Parties agree to a dismissal of the pending claims against the County Defendants with prejudice, without costs or fees to either of the Parties. Counsel for County Defendants shall file a Stipulation of Dismissal after counsel for Plaintiff acknowledges receipt of the \$25,000 for costs and attorney fees contained in Paragraph C, above, without fees or costs to either party, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii). Additionally, counsel for the County Defendants shall file a Notice of Settlement with a copy of this Agreement and Release attached pursuant to ORS 17.095. The Parties agree to execute these documents and any further documents and take any further actions, as may be reasonable and necessary, in order to carry out the purpose and intent of this Agreement and Release.

O. **Counterparts:** This Agreement and Release may be executed in counterparts, including counterparts received by facsimile or electronic transmission, with each counterpart constituting an original. The executing Parties agree that a photocopy or other signed copy of this Agreement and Release is as effective as the original.

IT IS SO AGREED TO BY THE PARTIES:



TERRI CARLISLE
Plaintiff

DATED this 19th day of December, 2018.

CHRIS BOICE
Douglas County Commissioner

DATED this _____ day of December, 2018.

JON HANLIN
Defendant

DATED this _____ day of December, 2018.

MIKE ROOT
Defendant

DATED this _____ day of December, 2018.

APPROVED AS TO FORM:



MATHEW W. DOS SANTOS, OSB #155766
Attorney for Plaintiff

DATED this 19th day of December, 2018.

STAN LEGORE OSB #943691
Attorney for County Defendants

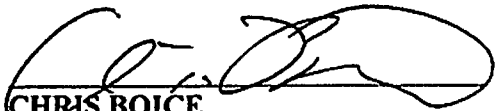
DATED this _____ day of December, 2018.

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IT IS SO AGREED TO BY THE PARTIES:

TERRI CARLISLE
Plaintiff

DATED this _____ day of December, 2018.


CHRIS BOICE
Douglas County Commissioner

DATED this 17th day of December, 2018.

JON HANLIN
Defendant

DATED this _____ day of December, 2018.

MIKE ROOT
Defendant

DATED this _____ day of December, 2018.

APPROVED AS TO FORM:

MATHEW W. DOS SANTOS, OSB #155766
Attorney for Plaintiff

DATED this _____ day of December, 2018.

STAN LEGORE OSB #943691
Attorney for County Defendants

DATED this _____ day of December, 2018.

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Plaintiff

DATED this _____ day of December, 2018.

CHRIS BOICE
Douglas County Commissioner

DATED this _____ day of December, 2018.

John Hanlin
DOWN **JON HANLIN**
Defendant

DATED this 17th day of December, 2018.

MIKE ROOT
Defendant

DATED this _____ day of December, 2018.

APPROVED AS TO FORM:

MATHEW W. DOS SANTOS, OSB #155766
Attorney for Plaintiff

DATED this _____ day of December, 2018.

STAN LEGORE OSB #943691
Attorney for County Defendants

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Plaintiff

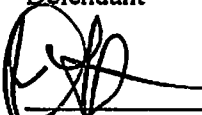
DATED this _____ day of December, 2018.

CHRIS BOICE
Douglas County Commissioner

DATED this _____ day of December, 2018.

JON HANLIN
Defendant

DATED this _____ day of December, 2018.



MIKE ROOT
Defendant

DATED this 17 day of December, 2018.

APPROVED AS TO FORM:

MATHEW W. DOS SANTOS, OSB #155766
Attorney for Plaintiff

DATED this _____ day of December, 2018.

STAN LEGORE OSB #943691
Attorney for County Defendants

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TERRI CARLISLE
Plaintiff


_____ DATED this _____ day of December, 2018.
CHRIS BOICE
Douglas County Commissioner

_____ DATED this _____ day of December, 2018.
JON HANLIN
Defendant

_____ DATED this _____ day of December, 2018.
MIKE ROOT
Defendant

APPROVED AS TO FORM:

_____ DATED this _____ day of December, 2018.
MATHEW W. DOS SANTOS, OSB #155766
Attorney for Plaintiff


_____ DATED this 15th day of December, 2018.
STAN LEGORE OSB #943691
Attorney for County Defendants