

# **EXHIBIT 10**

***CONFIDENTIAL: Settlement-Related Communication***  
***Submitted Pursuant to Fed. R. Evid. 408***

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**SCOTT, et al. v. CLARKE, et al., Case No. 3:12-cv-00036-NKM**  
**U.S. District Court, Western District of Virginia**

**PLAINTIFFS' OUTLINE OF PROPOSED TERMS FOR SETTLEMENT**

A. GENERAL PREMISES

1. Specific terms to be negotiated by representatives (*i.e.*, counsel and experts/consultants) for plaintiffs, Corizon and the VDOC.
2. Settlement will be a public document, subject to review, approval, continuing oversight and enforcement by the Court.
3. Settlement will provide for certification of the class action sought by Plaintiffs' Second Amended Complaint, pursuant to Fed. R. Civ. P. 23(b)(2) and the Court's approval pursuant to Fed. R. Civ. P. 23(e).
4. Settlement will include a stipulation of the parties and specific findings by the Court regarding PLRA compliance.
5. Settlement will include a determination that plaintiffs are prevailing parties for purposes of 42 U.S.C. § 1988.

B. SUBSTANTIVE PROVISIONS

1. Court-Appointed Monitor
  - a. To be agreed upon by the parties, or selected by the Court from persons nominated by the parties if they can't agree.
  - b. Monitor shall:
    - i. Adopt the qualitative and/or quantitative standards agreed upon by the parties and their respective experts, against which defendants' compliance with terms of the Settlement and fulfillment of their obligations thereunder will be measured.
    - ii. Have full access to FCCW, prisoners residing therein, their custody and medical records, and VDOC and Corizon Staff (Corporate and Site) for purposes of information gathering and on-going compliance assessment. Defendants will order their employees to cooperate fully with the Monitor.
    - iii. Provide periodic Reports to the Court, subject to prior review-and-

comment opportunities to be afforded to the parties, regarding the nature and extent of defendants' compliance.

- iv. Periodically review the terms of the Settlement and recommend modifications in light of the parties' actual experience thereunder, when and if deemed appropriate.
  - v. Advise defendants in the event of a finding that defendants have failed to comply with the terms of the Settlement in a manner resulting in the provision of constitutionally-deficient care. Such notice shall trigger a 30-day period within which a cure may be effected or the matter may be resolved by negotiations. Absent a timely cure or other agreed-upon resolution, plaintiffs may initiate proceedings in the Court to compel compliance or impose contempt sanctions (or both) following expiration of the notice period.
- c. The Monitor shall be subject to termination only upon joint motion of the parties or order of the Court for good cause shown.
  - d. The Monitor's reasonable fees and expenses incurred in performing his/her obligations under the Settlement to be borne by the defendants based on a cost-sharing formula to which they may privately agree.

## 2. Medical Care

- a. Based on the negotiations among and between and consensus reached by the parties, the defendants shall create, adopt in writing and implement, subject to the Court-appointed Monitor's on-going supervision, evaluation and reporting, policies and procedures governing the provision of constitutionally-adequate medical care at FCCW, consistent with generally-accepted and nationally-recognized standards of care, with respect to all elements of the provision of medical care at FCCW including, but not necessarily limited to, the following:
  - i. Access to Care
  - ii. Continuous Quality Improvement Program, including mortality review
  - iii. Staffing
  - iv. Intake Screening
  - v. Comprehensive Health Assessments
  - vi. Acute care

- vii. Prisoners' Co-Pay Policy
- viii. Diagnosis and Treatment; continuity and coordination of care
- ix. Handling of Emergencies (including response to Emergency Grievances)
- x. Chronic Care
- xi. Continuity In Supply and Distribution of Medications (Pill Line)
- xii. Continuity In Supply and Distribution of Durable Medical Equipment and Medical Supplies (*e.g.*, bandages, adult diapers, colostomy bags, etc.)
- xiii. Timely Referral to Outside Providers for Specialized Care and Follow-up Care in accordance with outside specialist orders, unless a medically-justified alternative is documented in the medical record
- xiv. Physical Therapy
- xv. Care/Release of Terminally-Ill Prisoners
- xvi. Appropriate Accommodations (Profiles) for Prisoners with Special Needs
- xvii. Training of Correctional Staff in the Identification and Management of Medical Urgencies and Emergencies

*References: See, e.g., United States v. Piedmont Regional Jail Authority*, Case No. 3:13-cv-646, Settlement Agreement (E.D. Va. September 20, 2013); *Flynn, et al. v. Doyle, et al.*, Case No. 06-C-0537, Settlement Agreement (E.D. Wis. Aug. 23, 2010); *Laube v. Campbell*, 333 F. Supp. 2d 1234, 1253-65 (M.D. Ala. 2004).