

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

MICHAEL POSTAWKO, et al.,)	
)	
Plaintiffs,)	
)	
v.)	CASE NO. 2:16-CV-04219-NKL
)	
MISSOURI DEPARTMENT OF)	
CORRECTIONS, et al.,)	
)	
Defendants.)	

PRIVATE SETTLEMENT AGREEMENT

Subject to Final Approval, the Parties enter into this Agreement on the terms set forth below. If, for any reason, the Court does not provide Final Approval, then this Agreement and all terms and provisions are void, and neither this Agreement nor any term or provision of this Agreement may be enforced against the Parties or used in any subsequent pleading, motion, hearing, trial, or legal proceeding as evidence, an exhibit, or for precedential value of any kind.

I. DEFINITIONS.

For purposes of this Agreement, unless specifically defined elsewhere in this Agreement, the following terms have meanings set forth in this Section I:

- A.** “Agreement” refers to this Private Settlement Agreement.
- B.** “Antibody testing” refers to a blood test that looks for hepatitis C antibodies in the bloodstream.
- C.** “Baker” refers to Plaintiff Christopher Baker.
- D.** “Chronic Hepatitis C” or “HCV” refers to the liver disease caused by the hepatitis C virus that is not spontaneously resolved within six (6) months of the infection.
- E.** “Corizon” refers to Corizon, LLC.

F. “Court” refers to the United States District Court for the Western District of Missouri, along with United States District Judge Nanette K. Laughrey or her successor.

G. “Defendants” refers to MDOC, MDOC Director, and Corizon.

H. “Direct-acting antiviral(s)” or “DAA(s)” refers to the newer class of medications used for treating HCV that inhibits hepatitis C virus development instead of destroying the hepatitis C virus.

I. “Effective Date” refers to the date that the Court grants Final Approval to this Agreement.

J. “FBOP” refers to the Federal Bureau of Prisons.

K. “FBOP Guidance” refers to current clinical guidance issued in August 2018 and updated from time to time by FBOP regarding the evaluation, management, and treatment of chronic HCV in a correctional setting.

L. “Final Approval” refers to this Court’s final approval after a fairness hearing, as required by Rule 23(e) of the *Federal Rules of Civil Procedure*, and the Court’s final approval becoming a final judgment after post-hearing motions and/or appeal.

M. “Inmate” refers to, [for the purpose of this Agreement, an incarcerated offender whose healthcare is covered under the offender healthcare contract](#), and does not include those individuals no longer in MDOC physical custody whether by release, conditional release or parole.

N. “Lawsuit” refers to the above-styled case of *Michael Postawko, et al. v. Missouri Department of Corrections, et al.*, Civil Action No. 2:16-cv-04219-NKL, in the United States District Court for the Western District of Missouri, Central Division.

O. “MDOC” refers to the Missouri Department of Corrections.

P. “MDOC Director” refers to Anne L. Precythe or her successor.

Q. “Named Plaintiff(s)” refers to Baker and/or Postawko, individually and as class representatives in the Lawsuit.

R. “Opt-out antibody testing” refers to an approach involving an informed refusal of testing, rather than informed consent (or “opt in”) for testing. After informing a patient of the indications and plan for testing, the test is ordered and performed—unless the patient declines it. Testing is considered voluntary in that it is good clinical practice but is not required by policy or law.

S. “Party” refers to Baker, Corizon, MDOC, MDOC Director, Plaintiffs, or Postawko, and “Parties” refers to Baker, Corizon, MDOC, MDOC Director, Plaintiffs, and Postawko.

T. “Plaintiff(s)” refer(s) to the class and each member of the class defined on July 27, 2017 by the Court in this Lawsuit as “[a]ll those individuals in the custody of MDOC, now or in the future, who have been, or will be, diagnosed with chronic HCV, as that term is defined medically, but who are not provided treatment with [DAAs].”

U. “Protective Order” refers to the Protective Order entered in this Lawsuit on June 27, 2017, located at docket entry number 168.

V. “RFP” refers to the Request for Proposal issued by MDOC in calendar year 2020 seeking medical services by a third-party vendor at certain MDOC facilities.

W. “RNA testing” refers to the use of a HCV ribonucleic acid polymerase chain reaction blood test that determines the presence and exact measurement of hepatitis C within a person’s bloodstream.

II. RECITALS.

A. WHEREAS, Plaintiffs filed this Lawsuit on July 14, 2016, alleging the inadequacy of MDOC’s policy for the screening, testing, and treatment of inmates for HCV;

B. WHEREAS, the Court certified the Plaintiffs' class in the Lawsuit on July 27, 2017;

C. WHEREAS, the Parties mediated their dispute in a good faith effort to resolve the Lawsuit;

D. WHEREAS, the Parties memorialized their informal resolution of their dispute in a Memorandum of Understanding, which contemplated preparation and execution of a formal, private settlement agreement such as this Agreement;

E. WHEREAS, the Parties desire to avoid the burdens and risks of further litigation and, for this reason, have agreed to resolve the Lawsuit on the terms and subject to the conditions set forth in this Agreement;

F. WHEREAS, this Agreement resolves all non-monetary claims asserted and relief sought by Plaintiffs in the Lawsuit, along with Plaintiffs' concerns about MDOC's current and former policies regarding screening, testing, and treatment of inmates with HCV; and

G. WHEREAS, the Parties' intend that this Agreement become effective on the Effective Date.

III. TERMS AND CONDITIONS.

NOW THEREFORE, in exchange for the mutual promises contained herein, and for other valuable consideration, the Parties agree as follows:

A. Short-Term HCV Policy Changes. Except as otherwise provided below from a timing perspective, between the Effective Date and June 30, 2021 (i.e., the end of current medical services contract between MDOC and Corizon), MDOC's HCV policy will change as follows:

1. Testing and screening:

a. MDOC, by and through its medical vendor, currently Corizon, will provide opt-out antibody testing for all inmates at intake.

b. For any inmate with a positive antibody test at intake, MDOC, by and through its medical vendor, currently Corizon, will provide immediate (i.e., within three (3) business days) RNA testing, and if the RNA test is positive, enroll the inmate in the HCV Chronic Care Clinic.

c. For any inmate eligible for enrollment in the HCV Chronic Care Clinic without RNA testing, MDOC, by and through its medical vendor, currently Corizon, will conduct RNA testing with the next scheduled blood draw and will provide notice as indicated in Subsection III.A.1.d. below.

d. Defendants will display the poster approved by Plaintiffs and attached hereto as **Exhibit A** encouraging HCV testing on bulletin boards within MDOC facilities and on MDOC's offender television network.

2. DAA Treatment:

a. MDOC, by and through its medical vendor, currently Corizon, will complete DAA treatment of all known **Priority 1** inmates identified as of January 1, 2021 (as defined by the current FBOP Guidance) by June 30, 2021, subject to receipt of the funding provided in Subsection III.A.2.d. below, or, if the full amount provided in Subsection III.A.2.d. is not appropriated, as many **Priority 1** inmates as may be reasonably treated with the funding provided in Subsection III.A.2.d. below.

b. Corizon, MDOC's current medical provider, will treat at least fifteen (15) inmates each quarter (i.e., January through March, April through June, July through September, and October through December), starting with the first full quarter after the Effective Date. Once all **Priority 1** inmates are treated, Corizon will proceed to treat **Priority 2** inmates, followed by **Priority 3** inmates (as defined by the current FBOP Guidance).

c. In addition to the fifteen (15) inmates each quarter required by Subsection III.A.2.b. above, MDOC and Corizon will commit to using the \$3 million previously allocated for treating inmates with DAAs pursuant to Amendment 7 to the Comprehensive Health Care Services Contract, dated July 1, 2014.

d. MDOC will submit a formal written request to the Missouri legislature, and reasonably defend that request, to appropriate an additional \$2.5 million for FY 2021 for treatment of HCV-positive inmates with DAAs. As the Parties understand, MDOC requested \$2.5 million for FY 2021 for DAA treatment, which was not appropriated. MDOC will submit a supplemental budget request for FY 2021 to the Division of Administration–Division of Budget and Planning for additional funding of the same amount to purchase DAA Medications. Any such appropriation shall be used for treatment of MDOC inmates with DAAs in addition to the fifteen (15) inmates each quarter required by Subsection III.A.2.b. above.

3. Monitoring: Corizon will conduct a liver ultrasound every six (6) months for all inmates who are or have been at any point in the past classified as **Priority 1**, as part of their Cirrhosis Chronic Care Clinic. This monitoring obligation shall continue as long as the inmate is in MDOC’s custody and will resume if such an inmate reenters MDOC’s custody after a period of absence.

4. Education: MDOC and/or its medical vendor, Corizon, will provide educational materials regarding HCV and MDOC’s policies and procedures for treating HCV to all inmates at intake, as well as to the existing inmate population through a one-time mass distribution. The Parties agreed on the brochure attached hereto as **Exhibit B** as the initial education materials for MDOC inmates. Defendants will arrange for this brochure translated into Spanish. Assuming there is one (1) year between the Effective Date and the end of its current

contract, MDOC's medical vendor will review and, if necessary, confer with Plaintiffs' counsel regarding updating the HCV educational materials.

5. Provision of Test Results: MDOC and/or its medical vendor, Corizon, will provide each inmate with copies of any HCV antibody test results, HCV RNA test results, FibroSure score, APRI score, and FIB-4 score. The copies will be provided either on paper or via tablet at no cost to inmates. To the extent possible, MDOC and/or its medical vendor, Corizon, will make medical records available on inmates' tablets, at no cost to inmates.

B. Long-Term HCV Policy Changes. During the term of this Agreement, the State of Missouri will include the following in the RFP for MDOC medical services as requirements for any offeror, and will maintain these requirements through any RFP amendment, and will ensure that the next MDOC medical services vendor will be required to abide by these terms for the duration of its contract starting July 1, 2021:

1. Testing and screening:
 - a. MDOC's next medical vendor must provide opt-out antibody testing for all inmates at intake.
 - b. For any inmate with a positive antibody test at intake, MDOC's next medical vendor must provide immediate (i.e., within three (3) business days) RNA testing, and if the RNA test is positive, enroll the inmate in the HCV Chronic Care Clinic.
 - c. MDOC and/or its next medical vendor must display the poster approved by Plaintiffs and attached hereto as **Exhibit A** encouraging HCV testing on bulletin boards within MDOC facilities and on MDOC's offender television network.

2. DAA Treatment:

a. MDOC's next medical vendor will spend a minimum of \$7 million each fiscal year to purchase DAAs, which must include the treatment of all **Priority 1** inmates (as defined by the current FBOP Guidance) regardless if those costs exceed \$7 million. HCV treatment will be based upon FBOP Guidance, including how inmates will continue to be prioritized, and provided that the inmate has at least one hundred eighty-one (181) days remaining on his/her sentence.

b. MDOC and/or its next medical vendor may choose to treat an inmate with one hundred eighty (180) or fewer days remaining on his/her sentence with DAAs.

c. As FBOP Guidance is updated after July 1, 2021, MDOC will adopt and ensure its next medical vendor implements the updated FBOP Guidance.

d. Any inmate who is HCV positive but unable to be treated due to time remaining on his/her sentence will be provided referral information as part of reentry.

3. Monitoring: MDOC and/or its next medical vendor will conduct a liver ultrasound every six (6) months for all inmates who are or have been at any point in the past classified as **Priority 1**. This monitoring obligation continues as long as the inmate remains in the custody of MDOC and will resume if such an inmate reenters MDOC's custody after a period of absence.

4. Education: MDOC and/or its next medical vendor will provide educational materials to all inmates at intake regarding HCV and MDOC's policies and procedures for treating HCV such as the English and Spanish versions of the brochure referred to in Subsection III.A.4. above. Once a year during the term of this Agreement, MDOC's next medical vendor will review

and, if necessary, confer with Plaintiffs' counsel regarding updating the HCV educational materials.

5. Provision of Test Results: MDOC and/or its next medical vendor will provide each inmate with copies of any HCV antibody test results, HCV RNA test results, FibroSure score, APRI score, and FIB-4 score. The copies will be provided either on paper or via tablet at no cost to inmates. To the extent possible, MDOC and/or its next medical vendor will make medical records available on inmates' tablets, at no cost to inmates.

C. Reporting. Starting fourteen (14) days after the end of the FY2020 fourth quarter, ending on June 30, 2020 and through the remainder of Corizon's contract and for the length of the next medical provider's contract, MDOC will provide quarterly reports to Plaintiffs' counsel consistent with the following:

1. A copy of Corizon's or the next medical vendor's HCV treatment prioritization spreadsheet effective as of the last day of the applicable quarter, with the start and end date of any DAA treatment and the cost of the applicable DAA medication. Because the HCV treatment prioritization spreadsheet will contain private healthcare information and confidential pricing information, the Parties agree that the Protective Order shall continue to control. The prioritization spreadsheet will be designated and protected by the "Attorneys' Eyes Only" designation.

2. If a MDOC inmate is denied treatment with DAA medications based on a contraindication, MDOC and/or its medical vendor will clearly document the contraindication as part of the HCV treatment prioritization spreadsheet.

3. If a MDOC inmate refuses DAA treatment, his/her refusal will be documented as part of the HCV treatment prioritization spreadsheet.

4. MDOC and/or its medical vendor will include a copy of any educational materials amended consistent with Subsection III.B.4. above with its quarterly report for the last quarter of the calendar year.

D. Continuing Medical Education (“CME”). Within 30 days of the Effective Date, the Parties will agree on an appropriate CME-type educational presentation for providers regarding HCV. Within 90 days of written agreement on the HCV-related training curriculum by both Plaintiffs and Corizon (which will not be unreasonably conditioned or delayed), Corizon will provide such training on an annual basis for all on-site medical providers throughout the remaining term of the existing contract between MDOC and Corizon.

E. No Admission of Liability. Defendants expressly reaffirm their position that MDOC’s policies and procedures do not violate and have not violated the constitutional rights of Plaintiffs as a whole or any individual members. Defendants maintain and continue to maintain that they have consistently acted in accordance with applicable law and continue to vigorously deny all allegations asserted by Plaintiffs in the Lawsuit. Defendants believe that this Agreement is part of a compromise and therefore involves activities and changes to policies and procedures that are not mandated by, and which go beyond, the requirements of any substantive and procedural components of the United States Constitution. Defendants therefore reserve the right to raise the propriety and necessity of any term or provision in this Agreement at any time, including in any proceeding to enforce this Agreement or any proceeding for modification of or relief from this Agreement. Neither this Agreement, nor any of its terms or provisions, nor the Final Approval, shall be constituted as an admission by Defendants of any liability or wrongdoing whatsoever, nor is this Agreement or the Final Approval a finding of the validity of any claim asserted or relief sought in the Lawsuit or of any wrongdoing by Defendants. Neither this Agreement nor the Final

Approval shall be used or construed as an admission, concession, or presumption or inference of any fault, liability, or wrongdoing by any person, business entity, or governmental entity, including Defendants. Neither this Agreement, the Final Approval, the fact of settlement and the settlement proceedings, the settlement negotiations, nor any related statement or document shall be offered or received in evidence as an admission, concession, or presumption or inference against Defendants in the Lawsuit or any other legal proceeding, except in any subsequent proceeding to enforce this Agreement consistent with Subsection III.G. after the Court enters Final Approval, or in any subsequent action by or against a Named Defendant, and each of them, to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense. In addition, nothing about this Agreement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in the Lawsuit or any other legal proceeding for adversarial, rather than settlement, purposes.

F. Release. Subject to Final Approval and except as expressly stated in this Subsection III.G. below, Plaintiffs, for themselves and their spouses, heirs, executors, administrators, agents, representatives, successors, and assigns, unconditionally and forever release, acquit, and discharge Defendants, in their official and individual capacities (as applicable), and their past, present, and future agents, affiliates, attorneys, contractors, employees, insurers, managers, members, parents, predecessors, servants, subsidiaries, successors, and vendors of and from any and all actions, causes of action, claims, complaints, demands, liabilities, relief, and rights, whatsoever, whether now known or unknown, suspected or claimed, matured or unmatured, contingent or non-contingent, which Plaintiffs now have, or which may hereafter accrue, against the Released Parties, based on, arising out of, or relating to MDOC's past HCV policy, or the HCV policy contained in this Agreement, except insofar as Defendants are not complying with that

policy, and any claims for injunctive and declaratory relief asserted or that could have been asserted in the Lawsuit. Notwithstanding any of the foregoing, as the Class sought only injunctive relief, nothing in this Agreement shall be construed as waiving any Class member's rights with regard to individual damages actions against any of the Defendants based on, arising out of, or relating to MDOC's past HCV policy, or the HCV policy contained in this Agreement.

G. Enforcement. If any Party believes that a dispute exists relating to the provisions of this Agreement, then such Party shall notify the other Parties in writing, describing the dispute. The Parties shall engage in good-faith negotiations and attempt to resolve the dispute. If the Parties cannot resolve the dispute within thirty (30) days of the written notification, then they shall mediate their dispute with Nancy Kenner, Kenner Nygaard DeMarea Kendall, LLC, 117 West 20th Street, Suite 201, Kansas City, Missouri 64108, or a mutually agreeable mediator if Ms. Kenner is unavailable, at a mutually agreeable date and time. If, through mediation, the Parties are unable to resolve the dispute, then a Party's sole and exclusive remedy is to seek enforcement in a single (and no other) jurisdiction and venue: Missouri State Court, Cole County.

H. Independence of the Missouri Legislature. Defendants do not speak for the Missouri Legislature, which has the power under Missouri law to determine the appropriations for the State of Missouri, including MDOC and its healthcare programs. However, at least annually after Court approval of this Agreement, and consistent with existing state budgetary practices and legal requirements, MDOC shall request state funds to effectuate the terms and provisions of this Agreement in connection with any budget, funding, or allocation request to the executive or legislative branches of Missouri government.

I. Attorneys' Fees and Costs. Plaintiffs contend that they are prevailing parties in the Lawsuit, at least in part, pursuant to 42 U.S.C. § 1988. Defendants disagree with Plaintiffs'

contention that Plaintiffs are prevailing parties with respect to any claim asserted or relief sought in the Lawsuit. However, this Agreement is part of a compromise, and to resolve the Parties' dispute, and for complete satisfaction and release of the claims asserted and relief sought in the Lawsuit (including any claim for attorneys' fees and costs under 42 U.S.C. § 1988), Defendants agreed to pay Plaintiffs' counsel the total sum of \$375,000.00 and to pay the mediator, Nancy Kenner, Plaintiffs' portion of mediation costs within thirty (30) days of the Effective Date.

J. Named Plaintiffs' Damages Claim. Named Plaintiffs' damages claims have been resolved separately and will be dismissed with prejudice from the Lawsuit.

K. No Monetary Compensation. The Parties acknowledge that, excluding the payment of attorneys' fees and costs to Plaintiffs' counsel pursuant to Subsection III.I. of this Agreement, nothing in this Agreement creates, mandates, or constitutes any obligation on Defendants or the State of Missouri to compensate, pay, or otherwise provide any monetary payment of any kind to any past, present, or future inmate in MDOC's custody. Moreover, nothing in this Agreement creates any basis for any purported or actual Plaintiff to seek any financial recovery or monetary benefit of any kind from any Defendant or the State of Missouri.

L. Implementation Consistent with Law. The Parties acknowledge that this Agreement is controlled by and will be implemented in accordance with applicable Missouri and federal law. Nothing in this Agreement constitutes or is intended to constitute a waiver of any applicable privilege or immunity of any kind. During the term of this Agreement, the Protective Order shall remain in full force and effect. Any obligation under this Agreement to collect and share personal health information and other private or confidential information shall be disclosed and protected consistent with the "Attorneys' Eyes Only" designation in the Protective Order. Nothing in this Agreement shall be construed to authorize or require the Parties to release any

personal health information or other private or confidential information pertaining to the Parties, except as expressly permitted by the Protective Order.

M. Tax Implications of Resolution. Plaintiffs and their counsel agree and understand that Defendants have not made any representations regarding the tax treatment of any sums paid pursuant to this Agreement. Plaintiffs and their counsel acknowledge and agree that they are responsible for determining the tax consequences of any such payment and for paying taxes, if any, that may be owed with respect to such payment. In the event that a claim for such taxes, and/or penalties and interest, is asserted by any taxing authority as a result of Plaintiffs' or their counsels' failure to pay any taxes determined to be owed, Plaintiffs and their counsel hereby agree to indemnify and hold Defendants harmless for any and all tax liability, interest, and/or penalties as may be due as a result of any failure to pay taxes owed as a result of this Agreement.

N. Preservation of Medical Judgment. Notwithstanding anything to the contrary in this Agreement, no term or provision contained in this Agreement is intended to require, or does require, the use and prescription of any specific DAA and/or the use and prescription of a DAA for any inmate with HCV; instead, the use and prescription of DAAs is within the discretion of a Plaintiff's medical provider.

O. Prison Litigation Reform Act. This is a private settlement agreement in accordance with the Prison Litigation Reform Act, 18 U.S.C. § 3626(c). Consistent with Subsections III.G. above and III.Y. below, it is not enforceable in or by this Court.

P. Waiver of Appeal. Any Plaintiff who does not timely submit an objection to the Agreement hereby unconditionally and forever waives any and all rights to appeal from the Final Approval and/or any final judgment, including, without limitation, all rights to any post-judgment proceeding and appellate proceeding such as a motion to vacate judgment, motion for new trial, and

extraordinary writs; provided, however, that this waiver does not include a waiver of the right to oppose any appeals, appellate proceedings, or post-judgment proceedings, if any.

Q. Interim Stay of Proceedings. Pending Final Approval, this Lawsuit and all deadlines contained in the applicable scheduling orders shall be stayed, except such proceedings necessary to implement and obtain Final Approval of this Agreement.

R. No Prior Assignment. The Parties hereby acknowledge, represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, hypothecated, encumbered, or purported to assign, transfer, hypothecate, or encumber to any person or entity anything released in Subsection III.F. above.

S. Entire Agreement. This Agreement (including all exhibits) contains the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or written, regarding the subject covered in this Agreement. The Parties acknowledge that no representations, inducements, promises, or statements related to this settlement or the subjects covered in this Agreement, oral or written, have been made by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference in this Agreement, and further agree that no other agreement, covenant, representation, inducement, promise, or statement relating to this settlement or the subjects covered in this Agreement not set forth in writing in this Agreement have been made by any Party. A commitment, obligation, or right not expressly stated in this Agreement shall not be created by implication. The Parties and their counsel mutually contributed to the preparation of this Agreement and, therefore, neither this Agreement nor any term or provision of this Agreement shall be construed against any Party on the grounds that one of the Parties or its counsel drafted it.

T. Modification. Except as provided in *Federal Rule of Civil Procedure* 60, no term or provision of this Agreement may be modified unless such modification is agreed to in a writing signed by all Parties. Additionally, during the process resulting in Final Approval, any modification of the terms or provisions of this Agreement voids this Agreement.

U. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, business entity, or governmental entity not a Party to this Agreement any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Individual class members shall not be deemed to be third-party beneficiaries of this Agreement, and they shall have no right to bring any civil action or legal proceeding for any alleged violation of this Agreement, unless it is pursuant to Subsection III.G. above and brought through Plaintiffs' counsel in this Lawsuit on behalf of such class member. To the extent a Plaintiff class member has a complaint regarding Defendants' implementation or performance of the injunctive-related provisions in this Agreement, he or she shall bring that complaint to the attention of Plaintiffs' counsel for resolution consistent with Subsection III.G. above.

V. Severability. If any section, subsection, or portion of this Agreement is held to be invalid by a court of law after the Effective Date, the remaining portions of this Agreement shall continue to be in full force and effect.

W. Binding of Successors and Assigns. This Agreement is binding upon the Parties and their successors, assigns, employees, and agents, except that if Corizon is no longer the medical vendor for MDOC, then this Agreement shall have no further application to and cannot be enforced against Corizon.

X. Captions and Headings. The captions and headings of this Agreement are for convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement.

Y. Cessation of Jurisdiction. The Parties agree to jointly submit this Agreement to the Court, with a request that the Court (1) provide for appropriate notice to the class, submissions of objections, and hearing, pursuant to *Federal Rule of Civil Procedure* 23(e); (2) following a hearing, approve this Agreement, if the Court deems it fair and adequate; and (3) subject to applicable federal rules, close the Lawsuit in a manner consistent with the normal procedures of the United States District Court for the Western District of Missouri. Notwithstanding the foregoing, if the Court provides its Final Approval of this Agreement, then the Court's jurisdiction over the Lawsuit shall cease, subject to the applicable federal rules.

Z. Term of the Agreement. Except as otherwise provided in this Agreement, the term of this Agreement shall be from the Effective Date through the full term of the medical services contract that MDOC intends to award with a starting date of July 1, 2021.

AA. Agreement Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Signed signature pages may be transmitted via facsimile or electronic mail, and any such signature shall have the same legal effect as an original. Plaintiffs' counsel hereby represents that he or she has each Plaintiff's actual authority to execute this Agreement on such Plaintiff's behalf and to bind such Plaintiff.


IN WITNESS WHEREOF, the Parties executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES.]

PLAINTIFFS Michael Postawko and Christopher Baker, on behalf of themselves and all others similarly situated,
by and through their attorneys,



Anthony Rothert, ACLU of Missouri



Amy E. Breihan, Roderick & Solange
MacArthur Justice Center



Betsy Henthorne, Wilkinson Walsh LLP

Counsel for Plaintiffs and the Class

MDOC

By: _____

Its: _____

MDOC DIRECTOR, IN HER OFFICIAL CAPACITY

By: Anne L. Precythe, as Director of the
Missouri Department of Corrections

CORIZON, LLC



By: J. Scott King

Its: Executive VP, Chief Legal Officer

PLAINTIFFS Michael Postawko and Christopher Baker, on behalf of themselves and all others similarly situated,
by and through their attorneys,

Anthony E. Rothert
Anthony Rothert, ACLU of Missouri

AEBreihan
Amy E. Breihan, Roderick & Solange
MacArthur Justice Center

Betsy Henthorne
Betsy Henthorne, Wilkinson Walsh LLP

Counsel for Plaintiffs and the Class

MDOC

Missouri Department of Corrections

By: Anne L. Precythe

Its: Director

MDOC DIRECTOR, IN HER OFFICIAL CAPACITY

Anne L. Precythe
By: Anne L. Precythe, as Director of the
Missouri Department of Corrections

CORIZON, LLC

By: _____

Its: _____

Postawko, et al. v. Missouri Department of Corrections, et al.
Case No. 2:16-cv-04219-NKL

Exhibit A to Private Settlement Agreement

HEPATITIS C

IN MISSOURI PRISONS

WHAT IS HEPATITIS C (HCV)?

Hepatitis C, also called “HCV,” is a virus that can hurt your liver. It is spread through infected blood. Most people do not have symptoms from HCV right away, but without treatment, HCV can cause severe liver damage called cirrhosis. There are medications that can cure HCV. Many people in prison in the USA have HCV.

HOW DO I GET HEPATITIS C (HCV)?

You get HCV when the blood of someone who has HCV gets into your body through an open cut or an open sore.

MOST COMMON WAYS TO GET HEPATITIS C (HCV):



Sharing needles, cookers, cottons, water and other injection drug equipment ****Boiling, burning, or rinsing needles with water or bleach does NOT fully protect against HCV transmission!***



Sharing tattoo needles, tattoo ink, tattoo guns, or piercing equipment



Blood transfusions that occurred before 1992

OTHER WAYS TO GET HEPATITIS C (HCV):



Sharing straws or dollars for snorting drugs



Sharing hygiene equipment such as razors, toothbrushes, and clippers



Getting into **fights**



Unsafe, unprotected, or rough **sexual activity** especially if blood is present or if one partner has HIV



Blood spills that are not well cleaned

IT IS NOT POSSIBLE TO GET HEPATITIS C (HCV) BY:



Casual contact such as hugging, kissing, or sharing food or drinks



Simply **living in a cell** or unit with others



Eating or drinking in the chow hall



Sharing a **toilet or shower**



Playing sports in the yard or gym



MISSOURI DEPARTMENT OF CORRECTIONS
Improving Lives for Safer Communities

HOW TO DETERMINE WHETHER YOU HAVE HCV:

Ask to get tested.

There are two parts to HCV testing:

1. An **Antibody Test** is usually done first, and can detect exposure to the virus.
1. The second test is called a **Viral Load Test**, and it confirms whether or not you have a current HCV infection.

Talk to your doctors and nurses about what testing is appropriate for you.

HOW TO STAY AS HEALTHY AS POSSIBLE IF YOU HAVE HCV:

Things you should do:

- ✓ See your health provider often
- ✓ Eat well and exercise when possible
- ✓ Learn as much as you can about HCV

Things you should avoid:

- ✗ Alcoholic beverages (beer, wine, liquor)
- ✗ Non-prescribed drugs (also marijuana)
- ✗ Over-the-counter drugs with acetaminophen (Tylenol)

HEPATITIS C

en Prisiones de Missouri

¿QUÉ ES LA HEPATITIS C (VHC)?

La Hepatitis C o “VHC,” es un virus que puede afectar su hígado. Se transmite a través del contacto con sangre infectada. La mayoría de las personas no presentan síntomas del VHC de inmediato. Sin embargo, si no reciben tratamiento, el VHC puede causar graves daños al hígado, enfermedad conocida como cirrosis. Hay medicamentos que pueden curar el VHC. Muchas personas en las prisiones de Estados Unidos tienen el VHC.

¿CÓMO SE CONTAGIA LA HEPATITIS C (VHC)?

El VHC se contrae cuando la sangre de alguien con el VHC ingresa en su cuerpo a través de una cortada o llaga abierta.

Las formas más comunes de contraer la Hepatitis C (VHC):



Compartir agujas, calentadoras, algodón, agua y otros materiales de inyección ***Hervir, quemar o enjuagar agujas con agua o cloro NO lo proteger completamente contra la transmisión del VHC**



Compartir agujas, tinta, y pistolas de tatuaje, o equipo de perforación



Transfusiones de sangre recibidas antes de 1992

Otras formas de contraer la Hepatitis C (VHC):



Compartir popotes o dólares para inhalar drogas



Compartir artículos de higiene como rastrillos, cepillos de dientes, y cortaúñas



Meterle una **pelea con contacto físico**



Mantener **relaciones sexuales** sin protección o sexo rudo, especialmente si está presente la sangre o si una de las parejas tiene VIH



Derrames de sangre que no se limpian bien

NO es posible contraer la Hepatitis C (VHC) por medio:



Contacto casual como abrazar, besar, o compartir alimentos o bebidas



Simplemente **vivir en una celda** o unidad con otros



Comer o beber en el comedor



Compartir un **baño o ducha**



Hacer deportes en el patio o gimnasio



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CÓMO DETERMINAR SI TIENE VHC:

Pida hacerse la prueba.

Hay dos partes para las pruebas de VHC:

1. Una **prueba de anticuerpos** generalmente se realiza primero y puede detectar la exposición al virus.
2. La segunda prueba se llama **Prueba de carga viral**, y confirma si usted tiene o no una infección actual de VHC.

Hable con sus médicos y enfermeras sobre qué pruebas son apropiadas para usted.

CÓMO PUEDE MANTENERSE LO MÁS SALUDABLE POSIBLE SI TIENE EL VHC:

Lo que debe hacer:

- ✓ Visite a su proveedor de salud a menudo
- ✓ Coma de forma saludable y haga ejercicio cuando sea posible
- ✓ Aprenda todo lo pueda sobre el VHC

Lo que debe evitar:

- ✗ Bebidas alcohólicas (cerveza, vino, licor)
- ✗ Medicamentos sin receta (incluso la marihuana)
- ✗ Medicamentos de venta libre con acetaminofén (Tylenol)

Postawko, et al. v. Missouri Department of Corrections, et al.
Case No. 2:16-cv-04219-NKL

Exhibit B to Private Settlement Agreement



If you can't get treated for **HCV while you're locked up...**

There may be limitations on who is eligible for treatment in prison. Doctors will consider many factors, including your current liver health, the length of your sentence, and your medical history.

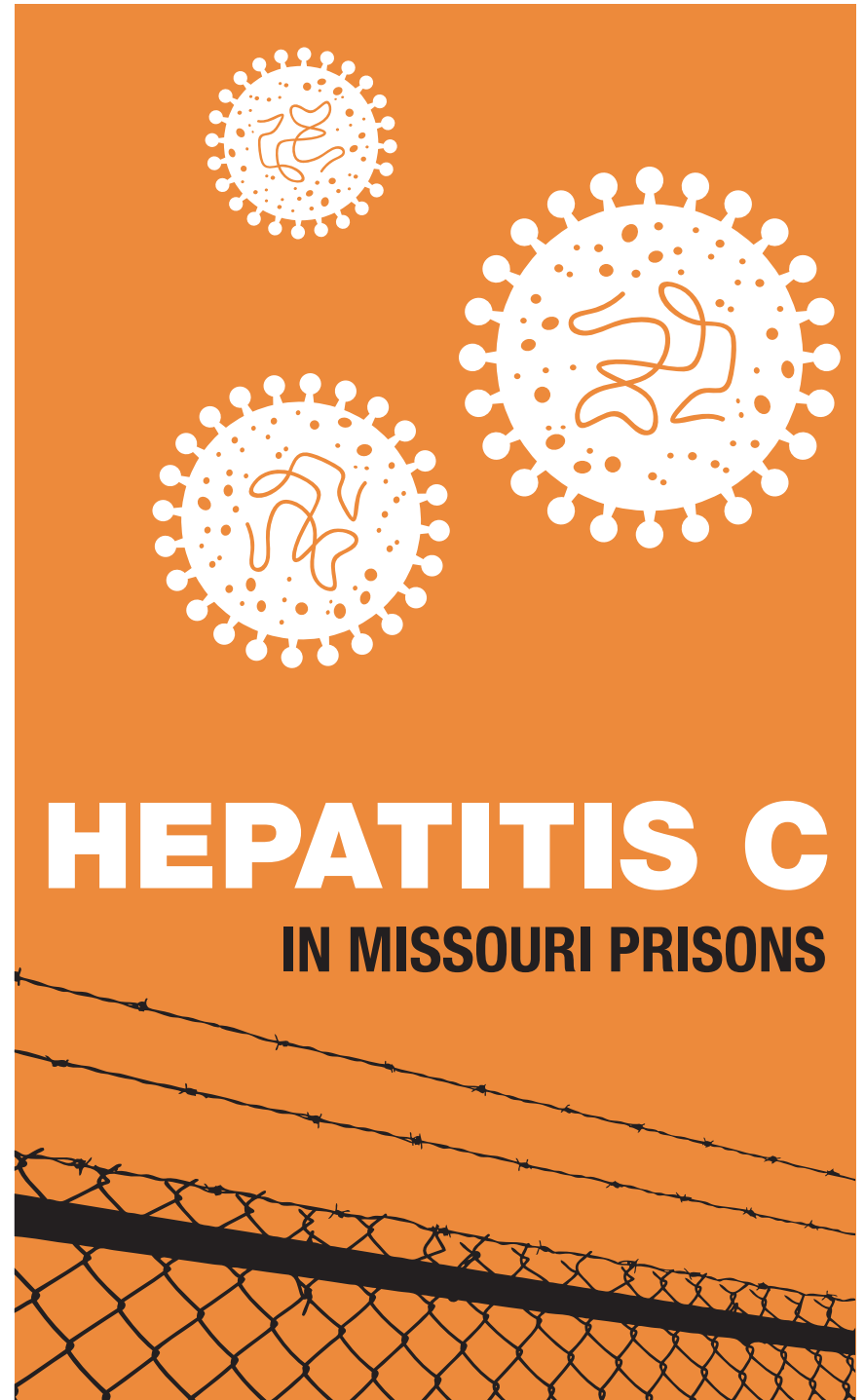
If you have been told that you are not eligible for HCV treatment or you have to wait:

- ✓ Treatment may be delayed because of prioritization based on severity of disease progression based on prison medical standards. Follow procedures at your facility to get more answers.
- ✓ Continue to see your nurses and doctors regularly to stay healthy, monitor your liver, catch any problems early, and prepare for treatment in the future.
- ✓ Make sure you get copies of your medical records during release so you can follow up with your doctor.
- ✓ Ask your facility to help you sign up for health insurance or Medicaid when you are released from custody.
- ✓ After release, consider enrolling in patient assistance programs offered by drug companies or ask about clinical trials.

While it may be frustrating to wait for treatment, know that many people live with hepatitis C for years without problems. Ask your doctor or someone you trust for more information.



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WHAT IS HEPATITIS C (HCV)?

Hepatitis C, also called “HCV,” is a virus that can hurt your liver. It is spread through infected blood. Most people do not have symptoms from HCV right away, but without treatment, HCV can cause severe liver damage called cirrhosis. There are medications that can cure HCV. Many people in prison in the USA have HCV.

HOW DO I GET HEPATITIS C (HCV)?

You get HCV when the blood of someone who has HCV gets into your body through an open cut or an open sore.

MOST COMMON WAYS TO GET HEPATITIS C (HCV):



Sharing needles, cookers, cottons, water and other injection drug equipment ****Boiling, burning, or rinsing needles with water or bleach does NOT fully protect against HCV transmission!***



Sharing tattoo needles, tattoo ink, tattoo guns, or piercing equipment



Blood transfusions that occurred before 1992

OTHER WAYS TO GET HEPATITIS C (HCV):



Sharing straws or dollars for snorting drugs



Sharing hygiene equipment such as razors, toothbrushes, and clippers



Getting into **fights**



Unsafe, unprotected, or rough **sexual activity** especially if blood is present or if one partner has HIV



Blood spills that are not well cleaned

IT IS NOT POSSIBLE TO GET HEPATITIS C (HCV) BY:



Casual contact such as hugging, kissing, or sharing food or drinks



Simply **living in a cell** or unit with others



Eating or drinking in the chow hall



Sharing a **toilet or shower**



Playing sports in the yard or gym

ARE HEPATITIS SERVICES PROVIDED IN PRISONS?

In prison, you may have access to medical services for hepatitis. Remember, every prison is different, meaning some services may not be available. Ask your doctors and nurses about what testing and treatments are available, and follow up regularly.



Hepatitis C is curable:

HCV is treatable and it is curable for most people. Since 2013, many new medications have been released to treat HCV. Treatment can be complicated and your doctor will help you decide which treatment is right for you.



Hepatitis C testing:

There are two parts to HCV testing: an **Antibody Test** is usually done first, and **can detect exposure** to the virus. The second test is called a **Viral Load Test**, and it confirms whether or not you have a current HCV infection. Talk to your doctors and nurses about what testing is appropriate for you.



Monitoring your liver:

Doctors can monitor your **liver's health**. Some tests include **APRI score**, liver function tests, fibroscan, and biopsy. Ask your doctor which tests are available.



If you get cured:

Even if your HCV infection is cured it is possible to get re-infected. Stay safe and healthy even after treatment.



Vaccines for hepatitis A and B:

Getting vaccinated **prevents** you from getting a virus even if you are exposed. You can't be vaccinated for hepatitis C, but you can be vaccinated for hepatitis A and hepatitis B. For people with hepatitis C, it's **very important** to be vaccinated for hepatitis A and B.

HOW TO STAY AS HEALTHY AS POSSIBLE IF YOU HAVE HCV:

Things you should do:

- ✓ See your health provider often
- ✓ Eat well and exercise when possible
- ✓ Learn as much as you can about HCV

Things you should avoid:

- ✗ Alcoholic beverages (beer, wine, liquor)
- ✗ Non-prescribed drugs (also marijuana)
- ✗ Over-the-counter drugs with acetaminophen (Tylenol)



Si no puede recibir tratamiento para el **VHC** mientras está encarcelado

Pueden existir limitaciones en cuanto quién es elegible para el tratamiento en la prisión. Los médicos tomarán en cuenta muchos factores, entre ellos, el estado de salud actual de su hígado, el período de su sentencia, y su historial médico.

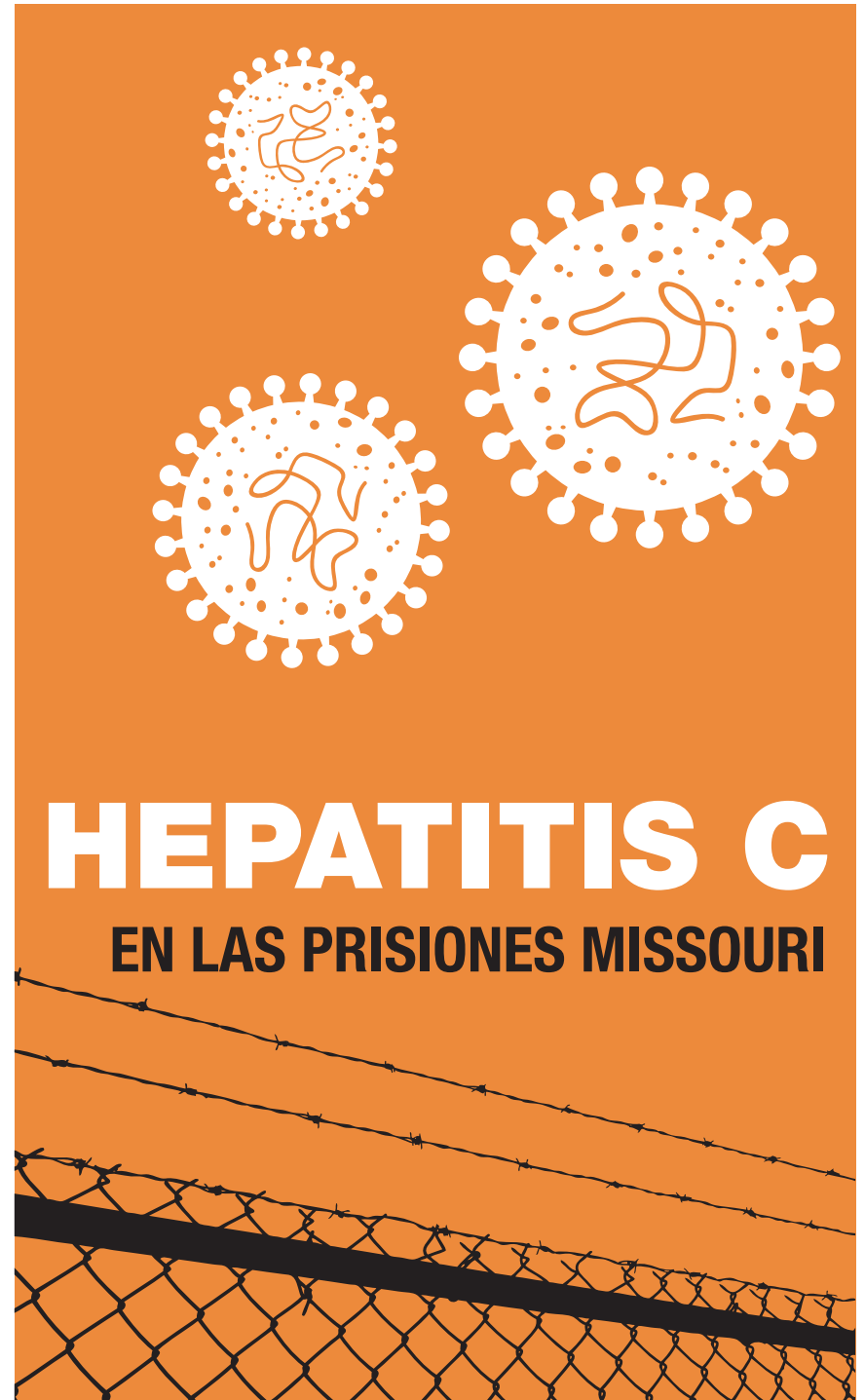
Si le han informado que no es elegible para el tratamiento del VHC o que tiene que esperar:

- ✓ El tratamiento puede retrasarse debido a la priorización basada en la gravedad de la progresión de la enfermedad según los estándares médicos de la prisión. Siga los procedimientos de sus instalaciones para obtener más respuestas.
- ✓ Continúe visitando a su enfermero y médico de manera regular para mantenerse sano, vigilar su hígado, detectar cualquier problema a tiempo y prepararse para el tratamiento en el futuro.
- ✓ Asegúrese de obtener copias de sus registros médicos a la hora de salir en libertad para que pueda hacer seguimiento con su médico.
- ✓ Cuando sea liberado de la cárcel, pida ayuda para inscribirse en un plan de seguro médico o Medicaid.
- ✓ Después de ser liberado de la cárcel, considere inscribirse en programas de asistencia al paciente ofrecidos por las compañías farmacéuticas o pregunte sobre los estudios clínicos.

Aunque puede ser frustrante esperar para recibir tratamiento, tenga presente que muchas personas viven con Hepatitis C sin problemas durante años. Pida a su médico o a alguien de confianza más información.



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¿QUÉ ES LA HEPATITIS C (VHC)?

La Hepatitis C o "VHC," es un virus que puede afectar su hígado. Se transmite a través del contacto con sangre infectada. La mayoría de las personas no presentan síntomas del VHC de inmediato. Sin embargo, si no reciben tratamiento, el VHC puede causar graves daños al hígado, enfermedad conocida como cirrosis. Hay medicamentos que pueden curar el VHC. Muchas personas en las prisiones de Estados Unidos tienen el VHC.

¿CÓMO SE CONTAGIA LA HEPATITIS C (VHC)?

El VHC se contrae cuando la sangre de alguien con el VHC ingresa en su cuerpo a través de una cortada o llaga abierta.

Las formas más comunes de contraer la Hepatitis C (VHC):



Compartir agujas, calentadoras, algodón, agua y otros materiales de inyección ****Hervir, quemar o enjuagar agujas con agua o cloro NO lo proteger completamente contra la transmisión del VHC***



Compartir tagujas, tinta, y pistolas de tatuaje, o equipo de perforación



Transfusiones de sangre recibidas antes de 1992

Otras formas de contraer la Hepatitis C (VHC):



Compartir popotes o dólares para inhalar drogas



Compartir artículos de higiene como rastrillos, cepillos de dientes, y cortaúñas



Mantener una **pelea con contacto físico**



Mantener **relaciones sexuales** sin protección o toscas, especialmente si está presente la sangre o si una de las parejas tiene VIH



Derrames de sangre que no se limpian bien

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¿SE PROPORCIONAN SERVICIOS DE HEPATITIS EN LAS PRISIONES?

Es posible que tenga acceso a servicios médicos para la Hepatitis en las prisiones. Recuerde que cada prisión y cárcel es diferente. Por eso, es posible que algunos servicios no están disponibles. Pregúnteles a sus médicos y enfermeras qué pruebas y tratamientos están disponibles y realice un seguimiento con regularidad.

La Hepatitis C es curable:



El VHC es tratable y curable en la mayoría de las personas. Desde 2013, han salido al mercado muchos medicamentos nuevos para tratar el VHC. El tratamiento puede ser complicado y su médico le ayudará a decidir qué tratamiento es adecuado para usted.



Pruebas para detectar la Hepatitis C:

La prueba del VHC consiste de dos partes: primero se realiza una prueba de anticuerpos, la cual detecta su exposición al virus. La segunda prueba se llama prueba de carga viral, y confirma si usted actualmente tiene o no una infección del VHC. Hable con sus médicos y enfermeras sobre qué pruebas son apropiadas para usted.



Monitoreo de su hígado:

Los médicos pueden monitorear el estado de salud de su hígado. Algunas pruebas incluyen: resultado APRI, pruebas de función hepática, "fibroscan" y la biopsia. Pregunte a su médico qué pruebas están disponibles.



Si se cura:

Es posible que vuelva a infectarse, incluso después de haberse curado del VHC. Por lo tanto, practique hábitos seguros y saludables, aun después del tratamiento.

Vacunas para la Hepatitis A y B:



Las vacunas le ayudan a prevenir que adquiera un virus, incluso si usted es expuesto. No existe vacuna contra la Hepatitis C, pero sí contra la Hepatitis A y B. Es de suma importancia que las personas con Hepatitis C, se vacunen contra la Hepatitis A y B.

CÓMO PUEDE MANTENERSE LO MÁS SALUDABLE POSIBLE SI TIENE EL VHC:

Lo que debe hacer:

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