

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS  
PEORIA DIVISION**

ARICK BUCKLES, )

Plaintiff, )

v. )

Case No. 12-CV-01194-JBM-JAG

JOHN E. THOMPSON, individually and in his )  
official capacity as Sheriff of Bureau County; )

LARRY D. FLOYD, WILLIAM J. REDSHAW, )

AMY J. DROZDA, JEREMY J. ROUSH, CRIS )

SPIEGEL, MARK A. OLSZEWSKI, DEXTER )

D. HANSEN, TERESA L. KIEST, JASON )

DRAKE, JOSEPH A. FLANAGAN, SEAN P. )

EGAN, JENNIFER M. MILLER, BRIAN D. )

EHLERT, Jailers of Bureau County Jail, )

individually; ADVANCED CORRECTIONAL )

HEALTHCARE, INC.; DR. HUGHES )

LOCHARD, NURSE LANELL ROE, NURSE )

TWYLA THOLIN, Medical Personnel of )

Advanced Correctional Healthcare, Inc., )

individually; and BUREAU COUNTY, )

Defendants. )

**SETTLEMENT AGREEMENT**

Plaintiff Arick Buckles (“Plaintiff”), by his attorneys, and Defendants John E. Thompson, Larry D. Floyd, William J. Redshaw, Amy J. Drozda, Jeremy J. Roush, Cris Spiegel, Mark A. Olszewski, Dexter D. Hansen, Teresa L. Kiest, Jason Drake, Joseph A. Flanagan, Sean P. Egan, Jennifer M. Miller, Brian D. Ehlert, Advanced Correctional Healthcare, Inc., Dr. Hughes Lochard, Nurse Lanell Roe, Nurse Twyla Tholin, and Bureau County (collectively, “Defendants”), by and through their attorneys, having engaged in significant settlement negotiations, stipulate and agree to settle the above cause of action as follows.

1. On June 18, 2012, Plaintiff Arick Buckles filed the Complaint in the above-captioned action against Defendants John E. Thompson, William J. Redshaw, Amy J. Drozda, Jeremy J. Roush, Cris Spiegel, Mark A. Olszewski, Dexter D. Hansen, Teresa L. Kiest, Jason Drake, Joseph A. Flanagan, Sean P. Egan, Jennifer M. Miller, Brian D. Ehlert, and Bureau County, alleging a claim under 42 U.S.C. § 1983 for violation of the Fourteenth Amendment for deliberate indifference to Plaintiff's serious medical needs and a claim under 42 U.S.C. § 12131 et seq. for violation of the Americans with Disabilities Act for discrimination on the basis of a disability.

2. With leave of the Court, on September 26, 2012, Plaintiff Arick Buckles filed his First Amended Complaint in the above-captioned action against Defendants John E. Thompson, Larry D. Floyd, William J. Redshaw, Amy J. Drozda, Jeremy J. Roush, Cris Spiegel, Mark A. Olszewski, Dexter D. Hansen, Teresa L. Kiest, Jason Drake, Joseph A. Flanagan, Sean P. Egan, Jennifer M. Miller, Brian D. Ehlert, Advanced Correctional Healthcare, Inc., Dr. Hughes Lochard, Nurse Lanell Roe, Nurse Twyla Tholin, and Bureau County, alleging a claim under 42 U.S.C. § 1983 for violation of the Fourteenth Amendment for deliberate indifference to Plaintiff's serious medical needs and a claim under 42 U.S.C. § 12131 et seq. for violation of the Americans with Disabilities Act for discrimination on the basis of a disability.

3. Plaintiff and Defendants desire to settle all matters of dispute between them, including any matters that were, or could have been, raised based on the facts alleged in the Complaint and First Amended Complaint, relating to the lack of adequate medical treatment while Plaintiff Arick Buckles was detained at Bureau County Jail from September 30, 2010 to October 6, 2010. This Settlement Agreement resolves all issues arising out of the charges of deliberate indifference and discrimination filed by Plaintiff against all Defendants.

4. Defendant John E. Thompson in his official capacity as Sheriff of Bureau County and Advanced Correctional Healthcare, Inc. shall, within 30 days of the signing of this Settlement Agreement, adopt the changes to Bureau County Sheriff's Office Policies and Procedures Manual Sections 504, 508, and 510 and Policy 02-03 Communicable Diseases-HIV as shown in the attached Exhibits A-D.

5. All parties acknowledge that policies and procedures may be further revised by the Defendants in the future consistent with future developments in the standard of care for HIV/AIDS. However, absent developments in the standard of care that justify revisions to them, these policies and procedures shall remain in effect for 3 years after the signing of this Settlement Agreement;

6. Defendant John E. Thompson in his official capacity as Sheriff of Bureau County and Advanced Correctional Healthcare, Inc. shall, within 60 days of the signing of this Settlement Agreement, conduct training for all Defendants, unless the Defendant is no longer employed by Bureau County or Advanced Correctional Healthcare, Inc., and all medical staff and correctional officers working at the Bureau County Jail, as follows:

- a. The training shall be consistent with and cover each of the topics identified in the attached HIV Program (Exhibit E);
- b. This training shall be of a sufficient length and level of detail to reasonably ensure that all persons trained understand the issues and areas set out in the HIV Program;
- c. Participation in this training shall be mandatory for all Defendants, unless the Defendant is no longer employed by Bureau County or Advanced Correctional Healthcare, Inc., and all correctional officers employed by

the Bureau County and all medical personnel responsible for providing medical care at the Bureau County Jail;

- d. Defendant John E. Thompson in his official capacity as Sheriff of Bureau County and Advanced Correctional Healthcare, Inc. shall continue to provide subsequent training annually for a period of at least three (3) years following the first training; and
- e. Defendant Advanced Correctional Healthcare, Inc. shall keep a record of all individuals who have participated in this training.

7. Mr. Buckles and the Roger Baldwin Foundation of ACLU, Inc. ("RBF"), which sponsors this case, believe that the changes in Defendants' policies described in Paragraph 4 and the training described in Paragraph 6 will make it more likely that individuals with HIV under the custody and control of Bureau County Jail will receive their prescribed ART medications within the time interval specified for administering those medications. However, in accepting the terms of this agreement, neither Mr. Buckles nor the RBF have agreed that these policies or training meet all of the requirements of United States Constitution, the Americans with Disabilities Act, or any other law.

8. Defendants Dr. Hughes Lochard, Nurse Lanell Roe, Nurse Twyla Tholin, and Advanced Correctional Healthcare, Inc. shall, within 30 days of receipt of an executed Release of All Claims, collectively pay a lump sum of \$20,001.00 to Plaintiff Arick Buckles.

9. Each party shall bear its own costs and attorneys' fees at the time this Settlement Agreement is signed.

RELEASE, DISMISSAL OF CHARGES, ENFORCEMENT OF TERMS

10. In consideration of this Settlement Agreement, Plaintiff Arick Buckles shall:

- a. Execute a Release of Claims in the form attached to this Settlement Agreement (Exhibit F), within 7 days of the execution of this Settlement Agreement;
- b. Dismiss the pending case, Case No. 12-cv-1194, U.S. District Court for the Central District of Illinois, with prejudice, within 14 days of receipt of payment of a lump sum of \$20,001.00 as recited in ¶ 8 of this Settlement Agreement; and
- c. Waive any claim for attorneys' fees or costs related to legal work performed in the present case pursuant to 42 U.S.C. § 1988 or any other statute.

11. The parties intend that this Settlement Agreement, including attachments, constitutes their entire agreement. In the event of any dispute concerning this agreement, the parties agree that such dispute shall be resolved by the Circuit Court of the Tenth Judicial Circuit of Illinois, Peoria County, or the U.S. District Court for the Central District of Illinois, as may be appropriate.

THE UNDERSIGNED HAS READ THE FOREGOING SETTLEMENT AGREEMENT AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 13<sup>th</sup> day of August 2013.

Plaintiff Arick Buckles

By: *Dan Hoang*

Samuel S. Park  
Dan H. Hoang  
WINSTON & STRAWN LLP  
35 W. Wacker Drive  
Chicago, Illinois 60601  
(312) 558-5600

John A. Knight  
Harvey Grossman  
ROGER BALDWIN FOUNDATION OF ACLU, INC.  
180 North Michigan Avenue  
Chicago, Illinois 60601  
(312) 201-9740

Defendants John E. Thompson, Larry D. Floyd, William J. Redshaw, Amy J. Drozda, Jeremy J. Roush, Cris Spiegel, Mark A. Olszewski, Dexter D. Hansen, Teresa L. Kiest, Jason Drake, Joseph A. Flanagan, Sean P. Egan, Jennifer M. Miller, Brian D. Ehlert, and Bureau County

By: 

John P. Heil, Jr.  
David A. Perkins  
HEYL, ROYSTER, VOELKER & ALLEN  
124 SW Adams Street  
Suite 600  
Peoria, IL 61602  
(309) 676-0400

Defendants Dr. Hughes Lochard, Nurse Lanell Roe, Nurse Twyla Tholin, and Advanced Correctional Healthcare, Inc.

By: 

Peter R. Jennetten  
QUINN, JOHNSTON, HENDERSON, PRETORIUS & CERULO  
227 NE Jefferson Street  
Peoria, IL 61602  
(309) 674-1133

# **Exhibit A**

# BUREAU COUNTY SHERIFF'S OFFICE

## CORRECTIONS DIVISION

### POLICIES AND PROCEDURES MANUAL

#### CHAPTER 5 – MEDICAL SERVICES

##### Medical Screening

##### Policy 504

Issue Date: JUNE 1, 2009

Revision Date: June 16, 2011

It is the policy of the Bureau County Sheriff's Office to thoroughly screen all subjects admitted to the facility and to provide continuity of care from admission to discharge from the facility, including referrals to community care when indicated and/or required. See and comply with medical provider addendum.

#### Correctional Officer Responsibilities

No arrestee who is incapacitated, unconscious, or needing apparent medical attention will be accepted as a detainee or allow admittance by the Correctional Officer prior to the arrestee being assessed and released by a medical professional. This medical assessment is the responsibility of the arresting officer.

The initial medical screening will be conducted by the Intake Correctional Officer booking the inmate into the facility to the standards that have been established by the medical provider. See and comply with medical provider addendum. The inmate's responses to the questions and the Correctional Officer's and Arresting Officer's Observations will be documented by the Correctional Officer in the inmate's computerized booking file.

The medical screening performed during the booking process includes but is not limited to the following.

- Current illnesses, communicable diseases or injuries;
- Current medications;
  - Prescribed dosage and frequency;
  - Prescribing doctor and pharmacy used;
  - If medications, dosage and/or frequency are unknown, contact information for other persons who would know this information;
  - Time medications were last taken;
- Special health issues;
- Alcohol and drug use history:
  - Types of drugs used;
  - Mode of use;
  - Date or time last used;
  - Frequency of use;
  - History of withdrawal problems;
- Past medical history;
- Past and present treatment or hospitalization;
- For females, current gynecological problems or pregnancy;



# BUREAU COUNTY SHERIFF'S OFFICE

## CORRECTIONS DIVISION

### POLICIES AND PROCEDURES MANUAL

#### CHAPTER 5 – MEDICAL SERVICES

##### Medical Screening (Continued)

##### Policy 504

Issue Date: JUNE 1, 2009

Revision Date: June 16, 2011

Medical Screening information continued:

- Observations of:
  - Behavior;
  - Level of consciousness;
  - Mental status;
  - Appearance;
  - Conduct;
  - Tremors;
  - Sweating;
- Suicide screening protocol (see Chapter 6, Policy 600 and medical provider addendum).

A medical appraisal will be completed by a qualified health care professional within fourteen (14) days of intake. All inmates who appear ill or are in pain will, at the discretion of the qualified health professional, be seen by or speak by phone to the jail medical practitioner for evaluation and treatment.

Any inmate who is taking medication will have their case reviewed by a qualified health care professional at the earliest opportunity and will see a qualified health care professional when required by the medical standard of care. The medications, their dosage, and their frequency of administration will be verified and the medications obtained and provided to the inmate as directed by the site physician.

If an inmate reports that they are taking a daily regimen of anti-retroviral treatment medications ("ART") for HIV/AIDS, the medication or medications constituting the inmate's ART, their dosages and their frequency of administration will be verified with the inmates' pharmacy or medical provider and the medications obtained and provided to the inmate within the time interval specified for the administration of the medications whenever possible. Verification activities may be performed by correctional officers, but all findings must be confirmed with medical staff prior to administration of ART to inmates.

# **Exhibit B**

# BUREAU COUNTY SHERIFF'S OFFICE

## CORRECTIONS DIVISION

### POLICIES AND PROCEDURES MANUAL

#### CHAPTER 5 – MEDICAL SERVICES

##### Sick Call

##### Policy 508

Issue Date: JUNE 1, 2009

Revision Date: June 16, 2011

It is the policy of the Bureau County Sheriff's Office to provide necessary medical care to inmates in accordance with accepted standards of care. The Bureau County Sheriff has contracted with a medical care provider. Sheriff's staff shall ensure compliance with the medical provider's protocol, policies and procedures. See and comply with medical provider addendum.

#### **Correctional Officer Responsibilities**

Correctional Officers will be responsible for documenting and advising the doctor/nurse of an inmate's request for sick call.

- An inmate can complete a request to see the doctor/nurse at any time;
- The inmate will be required to document their name, complaint and date on the "Inmate Sick Call Request" form (See Appendix for example);
- The "Inmate Sick Call Request" form is kept in the booking room with the Corrections Pass On Log;
- When an inmate has an emergency (i.e., illness or injury) they are not required to complete the form and may convey the nature of the emergency to the Correctional Officer. The Correctional Officer will then contact the physician to approve the Emergency Room visit;
- When the doctor/nurse visits the facility the Inmate Sick Call Request list will be reviewed and the inmates will be called by the doctor/nurse;
- Inmates will be seen by the doctor/nurse one at a time and with appropriate privacy and security precautions;
- All documentation relating to the doctor/nurse visit or charges incurred by the inmate will be kept in their booking file. The inmate will sign off on an Inmate Services and Copayment Schedule Form (See Appendix for example);
- Whenever a Correctional Officer contacts the physician, they must document the call on the Physician Call Sheet (See Appendix for example).

#### **Refusal of Medical Services and Release**

If an inmate refuses medical treatment recommended by the contracted health care professionals, they will be required to sign a "Refusal of Medical Services and Release" form (See Appendix for example). A copy of this form is to be placed in the inmate's booking file. If an inmate refuses to sign the "Refusal of Medical Services and Release" form, the Correctional Officer will note the refusal on the form.

# **Exhibit C**

# BUREAU COUNTY SHERIFF'S OFFICE

## CORRECTIONS DIVISION

### POLICIES AND PROCEDURES MANUAL

#### CHAPTER 5 – MEDICAL SERVICES

##### Prescriptions and Over the Counter Medication

##### Policy 510

Issue Date: JUNE 1, 2009

Revision Date: June 16, 2011

It is the policy of the Bureau County Sheriff's Office to provide close security and control of all prescriptions kept for inmates in the Facility. The Bureau County Sheriff's Office personnel and health care provider will comply with all applicable State and Federal regulations prescribing, procuring, storing, dispensing and administering of prescriptions. The Correctional Facility also offers inmates over the counter medication (OTC) as appropriately requested. See and comply with medical provider addendum.

#### Prescribing/Procuring Medication

The health care provider contracted by the County will ensure the following as it pertains to prescribing and procuring inmate medication:

- The County health care provider physician has total discretion over all medications as prescribed to inmates, whether prescribed by the County contracted physician or provided by a personal physician and delivered by another;
- All medications have been approved by the inmate's physician or designee;
- All medications will be ordered from and filled by a licensed pharmacist;
- All medications taken by inmates prior to intake will be verified through sources provided by the inmate and prescribed by the jail medical practitioner, if medically appropriate;
- All medications will be passed within the usual jail time intervals or as directed by the jail medical practitioner;
- All medications left for inmates by family members have been properly prescribed for the inmate and have been approved by the county medical provider physician.

#### Storing Medication

Correctional Officers will ensure the following as it pertains to storage of inmate medication:

- Medication shall be maintained in accordance with standards established by the county medical provider. See and comply with medical provider addendum.

#### Dispensing/Administering Medication

Correctional Officers will ensure the following as it pertains to dispensing and administering inmate medication:

- Correctional Officers will deliver medication to inmates in their assigned housing unit;
- All medications will be delivered to the inmate in compliance with the law and/or by the Correctional Officer;

# BUREAU COUNTY SHERIFF'S OFFICE

## CORRECTIONS DIVISION

### POLICIES AND PROCEDURES MANUAL

#### CHAPTER 5 – MEDICAL SERVICES

#### Prescriptions and Over the Counter Medication (Continued) Policy 510

Issue Date: JUNE 1, 2009 Revision Date: June 16, 2011

- Correctional Officers will document the prescription medication given to an inmate on an inmate's Medication Administration Record (See Appendix for example). This record will reflect the date, name of prescription, dosage; time dispensed and Correctional Officer's initials.

#### **Over the Counter Medication**

Inmates may purchase over the counter medication (e.g. aspirin, Tylenol, Roloids, etc.) through the commissary provider. See and comply with medical provider addendum.

- See the medical provider addendum for maximum weekly dosages of over the counter medication that can be purchased and held in the inmate's possession.

# **Exhibit D**

|                       |       |
|-----------------------|-------|
| Communicable Diseases | 02-03 |
| HIV                   | 02-03 |

\_\_\_\_\_  
**Detainee Name**

\_\_\_\_\_  
**Date of Birth**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Time**

**Allergies:**

**S. Ask the detainee:**

When and where are they being treated? \_\_\_\_\_

Where can treatment records be obtained? \_\_\_\_\_

**O. Examine the detainee:**

Vitals:            BP: \_\_\_\_\_    Temp: \_\_\_\_\_    Pulse: \_\_\_\_\_    Resp: \_\_\_\_\_

**P. Treatment:**

Contact the County Health Department for detainee information and see if they will see the detainee: \_\_\_\_\_

If there is a lack of information concerning the detainee's treatment regimen, contact the detainee's treating practitioner or pharmacy where the detainee fills the prescriptions for HIV medications to: 1) verify detainee's medications and dosage; and 2) to obtain detainee's HIV treatment records.

**Schedule for Physician sick call:**

All HIV detainees will be seen by a physician and followed in chronic clinic.

**Medication of Choice:**

**As ordered by physician or protocols of the County Health Department**

All HIV detainees who were taking prescribed anti-retroviral treatment ("ART") medications at intake should receive their prescribed medications within the time interval specified for administration of the medications and no later than 24 hours after the inmate's intake, when possible, unless they do not know the ART medications they are taking and/or their dosages cannot be verified, in which case every reasonable attempt should be made to obtain the medications and restart at the earliest opportunity.

**Baseline (Initial/Annual):** Ask physician for lab orders

How to Monitor Therapy: Ask Physician

**Detainee Issues Prior to Starting Therapy:**

Explain what medication does and possible side effects

Discuss importance of compliance and that medication is long term

Discuss drug toxicity (acute, self limited and chronic)



Physician's orders: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Physician's Name**

\_\_\_\_\_  
**Officer's Name**

Reviewed & Revised: 06/13

Source: Physician's Advisory Board

These Protocols are designed to assist the staff in the gathering of information to be communicated to the medical staff. The Protocols are not intended to establish a standard of medical care and are not standing orders. All treatments must be ordered and approved by a Nurse Practitioner, Physician Assistant or Physician.

# **Exhibit E**

## HIV Program

1. HIV prevalence in Prisons and Jails is about 5 times that of the general public.
2. The management of HIV is very complicated. As a result, management requires collaboration and coordination between custody and health care staff.
3. We do not routinely test for HIV. HIV testing may be done, depending on signs and symptoms, and high risk behaviors. Such testing must be performed in compliance with the AIDS Confidentiality Act, 410 ILCS 305/1 *et seq.*, which "facilitate[es] informed, voluntary and confidential use of tests designed to reveal HIV infection" to serve public health. 410 ILCS 305/2(3). The Center for Disease Control recommends routine testing for HIV. See Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings, *available at* <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5514a1.htm>.
4. The Standard of Care is to test pregnant women. Pregnant women may be tested as indicated; as ordered by their obstetrician.
5. HIV can only be transmitted through contact with blood or other body fluids, and the risk of transmission can be greatly reduced by adopting simple and routine infection control practices known as "universal precautions". Correctional and medical staff should be educated and trained on the use of universal precautions.
6. Routine segregation of HIV-positive inmates is not indicated (Isolation is never indicated for persons with HIV, because of their HIV status). Isolation may be indicated, for example, in pulmonary tuberculosis (Isolation of inmates with pulmonary TB is indicated because of the TB, *not* because of HIV).
7. The community standard for HIV care is to have access to HIV specialists.
8. All facilities should and do have access to HIV medications. If HIV medications are not physically present at the facility, they must be readily accessible from a pharmacy or other provider. At Bureau County, IL, jail personnel should contact the following to obtain medications:
  - Primary pharmacy: Diamond Pharmacy. 800-882-6337 P / 877-234-7050 F / [cschiefer@diamondpharmacy.com](mailto:cschiefer@diamondpharmacy.com)
  - Backup pharmacy: Fawcetts Pharmacy. 519 S Main St, Princeton, IL 61356 / 815-872-3251
9. All jail facilities must have a system to insure continuity of HIV medications when an inmate is incarcerated. At Bureau County, IL, the correctional officers or the nurse on duty must promptly obtain records or information sufficient to determine an inmate's prescribed medication, including prescribed dosage and frequency, the prescribing doctor and pharmacy used, and the time medications were last taken. After obtaining this information, personnel will notify the physician who will, whenever medically appropriate, order the medications which will promptly be provided to the inmate. At Bureau County, this information should be obtained in conjunction with completing Protocol 02-03 (HIV).
10. Successful HIV therapy requires that any interruption in antiretroviral medications must be minimized. Jails can minimize this interruption by establishing mechanisms to enhance the availability of HIV treatment to infected patients.
11. Correctional administrators can foster successful HIV care and services by ensuring that education of the individual inmate, by the jail medical staff during their consultations or

interactions with the inmate, takes place.

12. HIV educational materials should be made available to inmates as part of their education.
13. HIV-positive inmates should receive instruction on the importance of taking antiretroviral agents continuously and the dangers of stopping and starting the medications.
14. One of the most difficult tasks facing correctional staff is to maintain confidentiality of medical information. Knowledge of the inmate's HIV status should be limited to correctional officers who require such knowledge to assist the inmate and medical staff in providing appropriate care for the inmate.
15. Correctional administrators can contribute to the medical confidentiality by creating a supportive environment that reminds staff to exercise caution and diligence in maintaining confidentiality.
16. Medical consultations with inmates should be conducted in a confidential manner, all efforts should be taken such that visits are conducted in a location where other inmates cannot hear communications between an inmate and medical personnel. Correctional officers should only be present at medical visits to the extent necessary to maintain a safe environment for medical personnel and inmates.
17. HIV medications should be continued within 24 hours of arrival of the inmate at the jail, and correctional staff and medical personnel should promptly provide the HIV medications as prescribed. Sometimes this may be impossible if the staff is unable to obtain records, confirm medications, or if the inmate is uncooperative. Inability to obtain records or confirm medications should rarely be the basis for delaying the continuation of medications. Such occasions should be limited to those times when the inmate cannot remember his or her medications, is uncooperative, or there is a medical basis for delaying the continuation of medications.
18. ACH medical staff will promptly obtain all medical records that are available on the inmate, both from the physician's office and hospitals.
19. ACH medical staff will promptly, aggressively and diligently seek to identify the inmate's current list of HIV medications so that those medications can be provided to the inmate in a timely way.

# **Exhibit F**

## RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, ARICK BUCKLES ("Releasor"), being of lawful age, for the sole consideration of TWENTY THOUSAND ONE AND 00/100 DOLLARS (\$20,001.00), to the undersigned in hand paid, receipt whereof is hereby acknowledged, and covenants set forth in the Settlement Agreement executed separately by counsel, does hereby for himself and for his heirs, executors, administrators, successors and assigns, release, acquit and forever discharge JOHN E. THOMPSON, LARRY D. FLOYD, WILLIAM J. REDSHAW, AMY J. DROZDA, JEREMY J. ROUSH, CRIS SPIEGEL, MARK A. OLSZEWSKI, DEXTER D. HANSEN, TERESA L. KIEST, JASON DRAKE, JOSEPH A. FLANAGAN, SEAN P. EGAN, JENNIFER M. MILLER, BRIAN D. EHLERT and BUREAU COUNTY, and their insurance carrier, ALTERNATIVE SERVICE CONCEPTS, LLC, and ADVANCED CORRECTIONAL HEALTHCARE, INC., DR. HUGHES LOCHARD, LANELL ROE and TWYLA THOLIN, and their insurance carrier, ESSEX INSURANCE COMPANY ("Releasees"), and their current and former officials, trustees, agents, servants, successors, assigns, officers, employees, heirs, executors, administrators, insurers and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of use, loss of service, punitive damages, exemplary damages, expenses and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequences thereof resulting or to result from any incident, act or omission which occurred on or about September 29, 2010 through October 6, 2010, including, but not limited to, claims made as set forth in pleadings filed in the U.S. District Court for the Central District of Illinois Case No. 12-cv-1194.

It is understood and agreed that this settlement is the compromise of disputed claims, and that the payment and other consideration made is not to be construed as an admission of liability on the part of the parties hereby released, and that said Releasees deny liability therefor and intend merely to avoid litigation and buy their peace. The undersigned hereby declares and represents that the injuries and damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and, in making this release, it is understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and damages and liability therefor, and this release is made without reliance upon any statement or representation of the parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned, ARICK BUCKLES, along with his attorneys of record, Winston Strawn LLP, John Knight and Harvey Grossman of Roger Baldwin Foundation, further release, acquit and forever discharge any claim which they have or may hereafter accrue to any reimbursement for attorney fees and/or costs incurred in the above-identified case, whether pursuant to 42 U.S.C. Section 1988 or on any other basis.

The undersigned, ARICK BUCKLES, further declares and represents that there may be unknown or unanticipated injuries and/or damages resulting from the above-stated incident and,

in making this release, it is understood and agreed that this release is intended to include such injuries and/or damages.

The undersigned, ARICK BUCKLES, further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

Releasor agrees to indemnify and hold harmless Releasees with respect to the claim released hereunder, from and against any judgment, liability or indebtedness to any other person or entity claiming entitlement to offset, payment, benefit or credit with respect to the claim, including, but not limited to, any claim brought by the United States for recovery of conditional payments or anticipated future medical payments made by or on behalf of Medicare. In addition, Releasor agrees to promptly notify Releasees in writing of any claim, suit or demand which comes or may come within the scope of this provision.

As further consideration for the settlement referenced herein, Releasor hereby waives, releases and forever discharges Releasees from any obligations for any claim, known or unknown, arising out of the failure to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. §1395y(b)(3)(A).

Releasor further agrees to cooperate and assist Releasees to resist any challenge to the validity of this agreement, and to defend against any claims asserted against Releasees as a result of the settlement referenced herein. Further, Releasor agrees to execute and deliver to Releasees all documents and undertake such further actions as are necessary to effectuate the purposes of this agreement, including, but not limited to, providing copies of all documents between Releasor and Medicare, CMS or the Medicare Secondary Payer Recovery Contractor regarding the reduction of Medicare's recovery demand.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
ARICK BUCKLES

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared ARICK BUCKLES, to me known to be the person named herein, and who executed the foregoing release and who acknowledged to me that he voluntarily executed the same and fully understood the provisions thereof.

\_\_\_\_\_  
Notary Public



\_\_\_\_\_  
SAMUEL S. PARK, Plaintiff's counsel

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared SAMUEL S. PARK, to me known to be the person named herein, and who executed the foregoing release and who acknowledged to me that he voluntarily executed the same and fully understood the provisions thereof.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
JOHN KNIGHT, Plaintiff's counsel

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared JOHN KNIGHT, to me known to be the person named herein, and who executed the foregoing release and who acknowledged to me that he voluntarily executed the same and fully understood the provisions thereof.

\_\_\_\_\_  
Notary Public

---

HARVEY GROSSMAN, Plaintiff's counsel

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared HARVEY GROSSMAN, to me known to be the person named herein, and who executed the foregoing release and who acknowledged to me that he voluntarily executed the same and fully understood the provisions thereof.

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Notary Public