

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF VERMONT

VERMONT ALLIANCE FOR ETHICAL)
HEALTHCARE, INC.; CHRISTIAN)
MEDICAL & DENTAL ASSOCIATIONS,)
INC.,)
) *Plaintiffs,*)
))
v.)
))
WILLIAM K. HOSER, et al.)
))
))
Defendants.)

Civil Action No. 5:16-cv-205
CONSENT AGREEMENT AND
STIPULATION

CONSENT AGREEMENT AND STIPULATION

COME NOW, Plaintiffs VERMONT ALLIANCE FOR ETHICAL HEALTHCARE, INC. and CHRISTIAN MEDICAL & DENTAL ASSOCIATIONS, INC., Plaintiffs and WILLIAM K. HOSER, et al., Defendants, and hereby enter this Consent Agreement and Stipulation.

A. Plaintiffs and Defendants hereby stipulate to the following interpretation of 18 V.S.A. § 5281-93:

1. Plaintiffs and similarly situated medical providers do not have a legal or professional obligation to counsel and refer patients for the Patient Choice at End of Life process under 18 V.S.A. § 5281-93, the Patient’s Bill of Rights (18 V.S.A. § 1871) or the Informed Consent Act (12 V.S.A. § 1909(d)).
2. Plaintiffs and similarly situated medical professionals have a professional obligation to provide relevant and accurate information regarding the Patient Choice at End of Life process upon a patient's request, or if unwilling to provide the information personally, to make a referral or otherwise reasonably ensure that the patient will be able to obtain relevant and accurate information about the process.


B. Plaintiffs and Defendants hereby agree to the following actions, which they commit to take in furtherance of and in reliance upon the stipulation set forth in Sec. A above:

1. Defendants agree to revise all State-owned web sites that describe a medical professional's obligations with respect to the Patient Choice at End of Life Process, in accordance with this agreement on or before sixty (60) days from the date hereof.
2. Plaintiffs hereby waive their right to seek reconsideration of, or file a notice of appeal from, the District Court's decision in this matter dated April 5, 2017 and the Judgment of the same date, provided however, that in the event another party should file a notice of appeal, Plaintiffs reserve their right to file a notice of cross-appeal. In the event that Plaintiffs file a notice of cross-appeal, this agreement shall be terminated.
3. Each party shall pay its own costs and attorney's fees, and any and all claims to fees and costs, statutory or otherwise, are hereby waived.

C. The undersigned warrant and represent that they have discussed this matter with their clients, and their clients enter into this Agreement voluntarily and with full knowledge of its terms; and further warrant and represent that they have authority to execute this Agreement on behalf of their respective clients.

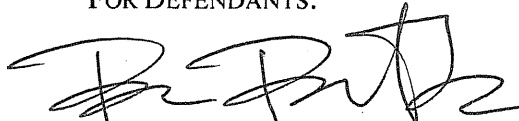
Dated: May 3, 2017.

FOR PLAINTIFFS:



Steven H. Aden, Esq.

FOR DEFENDANTS:



Benjamin D. Battles, Esq.