

<p>DISTRICT COURT, HUERFANO COUNTY, COLORADO  200 West 5<sup>th</sup> Street, Suite 141  Walsenburg, Colorado 81089  (719)793-7100</p> <hr/> <p><b>Plaintiff(s): HEALTH CARE PARTNERS FOUNDATION INC.</b></p> <p><b>Defendant(s): THE BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY</b></p> <hr/> <p>Shannon Reed, Reg. #13805  Douglas D. Piersel, Reg. #5879  MULLANS, PIERSEL &amp; REED, P.C.  1311 North Greenwood  Pueblo, Colorado 81003  Phone Number: (719)543-2040  Fax Number: (719)543-6538  Email: <a href="mailto:reed@mprlegal.com">reed@mprlegal.com</a> and <a href="mailto:piersel@mprlegal.com">piersel@mprlegal.com</a></p>	<p><input type="checkbox"/> COURT USE ONLY <input type="checkbox"/></p> <p>Case Number: 2024CV30012  Div.: B</p>
<p><b>SETTLEMENT AND RELEASE OF CLAIMS</b></p>	

This **SETTLEMENT AND RELEASE** is between **HEALTH CARE PARTNERS FOUNDATION , INC** a Colorado Non-profit Corporation (HCPF), and its Officers, Directors, and employees and the **BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY**, a body Corporate and Politic (Huerfano) in any capacity all of whom are collectively referred to as the Parties.

**1. NON ADMISSION OF LIABILITY:** It is understood and agreed that payment of monies under the terms of this agreement shall not be considered as an admission of liability on the part of Huerfano but is rather to be construed as a compromise of a disputed claim. It is understood that this provision and consideration is contractual and not a mere recital and that all the agreements and understandings between the parties are embodied and expressed in this release and agreement.

**2. RELEASE:**

**2.1** For and in consideration of monies in the sum of Fifty Thousand and no/100 Dollars (\$50,000) to be paid under this Settlement and Release Agreement and for other good and sufficient consideration the receipt of which is hereby acknowledged the Parties do hereby release each other and forever discharge both from any and all claims, demands, debts, obligations, liabilities, costs, attorney fees, expenses, rights of actions, and causes of action of any kind or character whatsoever, whether known, unknown, suspected, or unsuspected, arising from or which may hereafter be claimed to arise out of any action, inaction, event or other matter occurring at any time prior to the date of this agreement in relation to or in connection with Plaintiff’s alleged nonpayment of fees on outstanding invoices pursuant to the PROFESSIONAL SERVICES AGREEMENT (the Agreement) dated July 1, 2021 between the Parties and each and every person or entity

collectively, either individually or in any capacity as Officer, Director, supervisor, employee, associate or representative of the Parties. These released claims include all claims included in the litigation between the Parties in Civil Action 2024CV30012.

**3. UNKNOWN FACTS:** It is understood and agreed that the released claims include all claims of every nature and any kind whatsoever, known or unknown, suspected or unsuspected related to the alleged non-payment of fees. The Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which are now known by her or believed by them to be true with respect to the released claims, and agree that this agreement and the releases contained herein shall remain effective in all respects, notwithstanding such different or additional facts or the discovery thereof.

**4. ATTORNEY FEES AND COSTS:** This Settlement and Release is specifically intended by all parties to include settlement and release of any and all claims to attorney fees and costs incurred by the parties under any and all theories or causes of action related to the released claims. The parties specifically agree and understand that the settlement and release includes attorney fees and costs to which any party believes that party may be entitled and that no separate, further or additional cause of action or claim for attorney fees and costs in the litigation for non-payment of fees shall survive the signing of this settlement and release and that this settlement and release operates as a full and complete release and waiver of such claims for attorney fees and costs.

**5. INDEMNIFICATION:** In the event that either Party should make the other or threatens to make the other a party or Defendant in any future or pending action, based in whole or in part upon any of the released claims, such party agrees to indemnify and hold harmless the other party against all costs, expenses including attorney fees, judgments, costs, and the costs of discovery and depositions, including fees of settlement actually and reasonably incurred by them or any of them in connection with such action, suit or proceeding, to the extent allowable by law.

**6. NON-ASSIGNMENT:** Each party hereby warrants and represents that it has not previously assigned or transferred, or purported to assign or transfer or to in any manner encumber, assign or transfer to any person, firm, corporation, or entity of any type whatsoever any of the released claims or causes of action covered by this agreement. Each party agrees to indemnify and hold harmless the other party from any such claim, demand, debt, obligation, liability, costs, attorney fees, expense, including the expenses of discovery and depositions, right of action, or cause of action based on or arising out of this agreement or in any connection in any way with the subject of this agreement or with any transfer or assignment or purported transfer or assignment of any such claim, cause of action, debt or matter contained within this agreement.

**7. ACCESS TO RECORDS:** HCPF agrees that it will assist the County in the transfer of access to medical records. County shall provide to HCPF in writing, within ten (10) calendar days of the County's signature on this Release and Settlement Agreement, the

name, address, phone number and email address of the current provider of medical services to the Huerfano County Detention facility. HCPF will then promptly cooperate with such medical provider to provide the necessary steps for the provider to access County medical records. Provided however, that the failure of County to provide the contact information of the medical provider shall not relieve county of the obligation to pay the settlement funds provided for in Section 2.1 of this Agreement.

Plaintiff:  
Health Care Partners Foundation Inc.

\_\_\_\_\_, 2024  
By: Rita Torres - President                      Date:

Defendant:  
Board of County Commissioners of Huerfano County

\_\_\_\_\_, 2024  
By: Arica Andreatta – County Chair                      Date: