

2019-71

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made and entered into this 2 day of ~~September~~ ^{October}, 2019, by and between **KIMBERTON HEALTHCARE CONSULTING, INC.** ("Kimberton") and **THE COUNTY OF KEITH, NEBRASKA** ("Keith County") (collectively the "Parties").

RECITALS

This Agreement is made with respect to the following facts and objectives:

- (a) On or about February 2, 2017, RCG North Platte, LLC ("RCG") initiated litigation against Keith County in the District Court of Lincoln County, Nebraska at Case No. CI 17-86 (hereinafter the "Lawsuit") over a dispute relating to alleged underpayments for renal treatment services provided to an employee of Keith County covered under its Employee Benefit Plan.
- (b) On or about January 17, 2018 Keith County filed a Cross-claim within the Lawsuit asserting claims against Kimberton predicated on alleged representations that Kimberton would defend the RCG claim asserted against Keith County within the Lawsuit and indemnify Keith County for any resulting loss. Keith County additionally asserted claims against Kimberton predicated on a June 27, 2013 Consulting Services Agreement between the Parties.
- (c) Kimberton has denied liability for all claims asserted against it by Keith County.
- (d) In order to avoid the time and expense of further litigation, the Parties now desire to resolve all disputes and claims between them in any way related to the alleged representations, the Consulting Services Agreement or any other matter which is the subject of the Lawsuit.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, which are incorporated herein by this reference and in further consideration of the mutual covenants and agreements hereinafter contained, the Parties agree, subject to the terms and conditions hereinafter set forth, as follows:

- 1. Payment. Kimberton shall pay Keith County the sum of fourteen thousand dollars (\$14,000) (the "Settlement Payment") within thirty (30) days of Keith County's execution and delivery of this Agreement.
- 2. Dismissal of Cross-claim. Upon Keith County's receipt of the Settlement Payment described in paragraph 1, the Parties agree to file a Joint Stipulation for Dismissal with Prejudice of all claims asserted by Keith County against Kimberton in the Lawsuit.

3. Mutual Release. In consideration of the terms contained herein and other good and valuable consideration exchanged between the Parties, the Parties, for themselves and for their affiliates, successors, agents and assigns, hereby agree to mutually release and discharge each other, together with their respective past and present members, managers, officers, directors, agents, employees, representatives, heirs, executives, administrators, successors, assigns and insurers (the "Releases") from any and all causes of action, suits, debts, accounts, charges, obligations, controversies, contracts, liability, damages, claims and demands whatsoever, in law or equity, which they now have or which may hereafter accrue, whether known or unknown, with regard to the subject matter of the Lawsuit or in any way relating to the Consulting Service Agreement between the Parties. This release shall be construed liberally and shall encompass all claims that have been asserted, or that could have been asserted, by Keith County arising out of the Consulting Services Agreement or any other relationship between the Parties.
4. Costs and Attorney Fees. The Parties shall each be responsible for their own attorney fees, litigation expenses, and costs incurred in connection with the Lawsuit.
5. Binding Agreement. The Parties expressly certify that they have entered into this Agreement on mature consideration and upon independent advice of counsel of their own choosing. Their execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person, and each Party has carefully read and fully understands all the provisions of this Agreement. This Agreement shall be binding upon the undersigned, and their representatives, their successors and assigns forever.
6. Non-disparagement. The Parties agree to refrain from disparaging, characterizing negatively or derisively, "bad-mouthing" or casting aspersions on the other, including its affiliates, owners, officers, agents or current or former employees.
7. No Admission of Liability. This Agreement shall not be interpreted as an admission of any wrongdoing or liability by any Party.
8. Construction. This Agreement shall not be construed against the Party initially preparing or implementing revisions, but shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not, on the grounds of authorship, be interpreted against any Party.
9. Counterpart Documents. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Agreement. Facsimiles or electronic copies of executed counterparts shall be accepted as executed originals. Whether in counterparts or otherwise, this Agreement shall not be binding on, and shall not

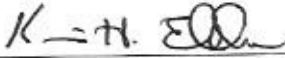
be effective against, any Party who has signed it unless and until all Parties have signed it.

10. Authority. Each Party warrants that the individual executing this Agreement on behalf of their respective Parties is duly and expressly authorized to do so. The Parties further represent and warrant that they have not caused or suffered any assignment of any claim which they agreed to release pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth herein.

THE COUNTY OF KEITH, NEBRASKA

**KIMBERTON HEALTHCARE
CONSULTING, INC.**


By: Kim H. Elder
Title: Chairman

By: _____
Title: _____