

SETTLEMENT AGREEMENT

George Baca ("Baca") hereby enters into this Settlement Agreement ("Agreement") with Parkview Medical Center, Inc., ("Parkview"). Baca and Parkview are referred to collectively in this Agreement as "the Parties."

Baca brought a lawsuit against Parkview titled George Baca v. Parkview Medical Center, Inc., No. 15-cv-00270-RBJ (the "Lawsuit"), which currently is pending in the United States District Court for the District of Colorado.

This Agreement sets forth the terms and conditions of a settlement between Baca and Parkview resolving all claims and controversies between them, including but not limited to the Lawsuit.

I. TERMS

A. By entering into this Agreement, no Party admits any liability or wrongdoing whatsoever.

B. The Parties agree that neither Party will make any comments or statements, or cause any comments or statements to be made, that discredit or disparage the other Party.

C. The Parties have collaborated on and agree to the joint press-release attached hereto as Exhibit A and will issue said release once this Agreement is fully executed.

D. Parkview will apologize to Baca for his treatment in July 2013. The apology will be oral and private and the Parties agree that the content of the apology will not be made public in any way. Baca agrees that he will not have any input into the content of the apology, nor will he have any cause of action for breach of this Agreement based on the content of the apology.

E. Parkview will provide a demonstration of the VRI system for Baca, to be scheduled through his attorney.

F. For two years, Parkview will provide an annual report to a neutral third-party agreed upon by the Parties regarding the state of Parkview's current technology and practices for providing effective communication to deaf and hard-of-hearing patients and visitors. The report will include the number of times the VRI system was used over the reporting period, the number of times an ASL interpreter was engaged over the reporting period, complaints, commendations, or other comments received, and any downtime or other technical difficulties resulting in the system being unavailable in excess of two hours. For two years, the third party will be able to provide **non-binding** recommendations concerning these matters.

G. Parkview will maintain a VRI system that is, at a minimum, materially equivalent to the present system, which was installed and functioning prior to the Lawsuit, in terms of technology, versatility, and Internet reliability.

H. Parkview will keep in place its current or updated policies permitting reliance on VRI in emergencies. Pre-scheduled and outpatient services will continue to use in-person ASL interpreters for sign language needs. In the following specific situations, staff must use extra care to determine whether VRI is sufficient or whether an in-person ASL interpreter is needed:

1. childbirth;
2. patients who are children;
3. deaf patients who have cognitive disabilities, mental illness, or are obviously under the influence of drugs (prescribed or otherwise) or alcohol;
4. patients who are emotional or violent;
5. patients who have a secondary disability such as vision impairment; and
6. patients who have injuries or other conditions that impede their ability to view the screen.

I. Parkview will ensure that notices are posted in sufficient size, number, and location to inform patients and companions who need sign language interpretation of the availability of, and procedures for obtaining, interpretation via either VRI or on-site ASL interpreters.

J. Parkview will ensure that any information provided to patients or companions by video is captioned or interpreted.

K. Parkview will keep in place its current training regimen for existing and new clinical staff regarding the provision of effective communication to patients, companions, and visitors. Parkview will train its staff that lip-reading and note-writing are often not effective in communicating medical information to individuals who are deaf or hard of hearing and that staff should take care in ascertaining the preferred method of communication of the deaf or hard of hearing patient or companion.

L. Parkview will pay the gross sum of \$65,000.00 (sixty-five thousand dollars) (the "Settlement Payment"). This Settlement Payment is the entire payment by Parkview to settle all claims brought against Parkview in the Lawsuit and all claims that Baca might have brought against Parkview in the Lawsuit or in any other state or federal judicial or administrative forum up to the date of the execution of this Agreement, including any claims for attorneys' fees and costs.

1. Parkview will issue two separate checks, one made payable to Baca in the amount of \$30,000.00 and one made payable to the Civil Rights Education and Enforcement Center, counsel for Baca, in the amount of \$35,000.00.

2. This Settlement Payment will be paid to Baca within ten (10) business days of the Effective Date of this Agreement, as defined below, and will be reported to the Internal Revenue Service ("IRS") on a 1099 Form.

- i. The Parties agree that Baca and/or his attorneys will pay any taxes, interest, or penalties due by them on the Settlement Payment, and that Parkview has no

obligation to pay or assist in paying any such amounts. Baca acknowledges that Parkview has not provided any advice or opinion to him regarding potential tax liability for payments made under this Agreement. Baca further agrees to indemnify and hold Parkview and its officers, agents, employees, and insurer harmless against any claims by the IRS or any other entity, including for any attorney fees and costs incurred, related to the taxation of the Settlement Payment.

ii. This Agreement is not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on any taxpayer by the IRS.

3. Baca accepts the Settlement Payment described above as full payment for all amounts owed to him by Parkview on any basis, including, but not limited to, any claim for attorneys' fees or costs.

M. Baca, individually and on behalf of his successors, heirs, and assigns, releases Parkview and any current or future affiliates of Parkview, including but not limited to its officers, employees, attorneys, and insurers, (collectively "Parkview Released Parties"), from any and all claims or liabilities, known or unknown, suspected or unsuspected, past or present, up to the date Baca signs this Agreement. Nothing in this paragraph waives or releases any claim or right that cannot by law be waived or released.

N. The Parties agree that they will instruct their attorneys in the Lawsuit to cooperatively prepare and file the necessary motion to dismiss the Lawsuit with prejudice no later than ten (10) business days after Parkview pays Baca the Settlement Payment.

O. Baca states that he has not assigned or transferred any portion of any claims released or discharged in this Agreement to any person and affirmatively states that no one (such as a judgment creditor, government insurer, or beneficiary of a court order concerning child support or other garnishment) has any right to assert any interest in the amount being disbursed. Parkview states that it has not assigned or transferred any portion of any claims released or discharged in this Agreement to any person.

P. This Agreement is the complete agreement between the Parties. No other representations or promises were made, or may be demanded, concerning the resolution of this matter.

Q. The Parties acknowledge that each was advised by and consulted with an attorney during the negotiation of this Agreement. This Agreement and all of its terms are to be construed equally as to both Parties.

R. This Agreement will become effective on the first business day after it is fully executed (the "Effective Date"). Parkview agrees to execute the Agreement within twenty-four (24) hours of receiving a copy executed by Baca. If Baca fails to execute this Agreement within a reasonable time, Parkview will have no obligation to make the Settlement Payment or to comply with any of the other terms in this Agreement.

S. This Agreement may be executed in identical counterparts, which, when considered together, constitute the entire agreement of the Parties.

T. Baca has read this Agreement, has had the opportunity to consult with an attorney as to the meaning of this Agreement, and understands each of its terms.

U. Baca voluntarily signs this Agreement as his own free act, in exchange for consideration to which he otherwise would not be entitled to or which his entitlement has been in dispute.

V. This Agreement shall be governed by the law of the State of Colorado, or by federal law to the extent federal law preempts state law.

II. DISPUTE RESOLUTION PROCEDURE:

A. If either Party alleges this Agreement has been breached, that Party shall provide written notice to the other Party within thirty (30) days of discovering the alleged breach(es). The written notice should include specific details concerning the reason that Party believes there has been a breach of the Agreement, including what provision of this Agreement he or it believes has been violated.

B. The Parties shall then meet and discuss the concerns raised in the written notice within fifteen (15) business days.

C. Any deadlines established in this dispute procedure may be extended by written agreement of the Parties.

D. Failure to comply with these dispute procedures shall constitute a waiver of any claims arising from the alleged breach of the Agreement.

III. MEDICARE LIEN INDEMNIFICATION.

A. Baca represents and warrants in good faith that:

1. He is enrolled in Medicare.
2. In the Lawsuit, he sought damages related to pain and suffering, inconvenience, emotional distress, and impairment of quality of life.
3. He received no physical or mental health care services and received no Medicare benefits for medical services related to the damages sought in the Lawsuit.
4. No known or knowable claims, liens, or super-liens exist against the Settlement Payment.

5. If any claims or liens are asserted, Baca will ensure that they shall be paid and satisfied from the Settlement Payment or waived in full.

6. He will indemnify and hold harmless the Parkview Released Parties from any claim by, through and/or under the Medicare Secondary Payer Statute, including but not limited to any direct claim by Medicare and/or Social Security for reimbursement of any funds paid by them relating to the claims or damages raised in the Lawsuit.

7. The information provided to the Parkview Released Parties used for confirmation of Baca's Medicare status, including his name, gender, date of birth, and Social Security Number, is complete, accurate, and current as of the date of this Agreement.

B. Parkview agrees to release the Settlement Payment without a Conditional Payment letter in specific reliance on the representation of Baca's counsel, set forth in Exhibit B hereto, that the Centers for Medicare & Medicaid Services ("CMS") communicated to her that CMS cannot issue a Conditional Payment letter.

IN WITNESS THEREOF, and intending to be legally bound, the Parties have executed this Agreement.

GEORGE BACA

George Baca

Dated: 11-15-15

PARKVIEW MEDICAL CENTER, INC.

Michael T. Burt

By: Michael T. Burt

Title: President/CEO

Dated: 10/16/2015

****FOR IMMEDIATE RELEASE****

October 16, 2015

CONTACT:

Amy Robertson
Civil Rights Education and Enforcement Center
303-757-7901
arobertson@creeclaw.org

Michelle Peulen
Parkview Medical Center, Inc.
719-584-4499
MichelleP@parkviewmc.com

Baca v. Parkview Resolved

George Baca and Parkview Medical Center Reach Mutually Beneficial Agreement

PUEBLO, CO – George Baca and Parkview Medical Center have reached a settlement in Mr. Baca's lawsuit under the Americans with Disabilities Act currently pending in the United States District Court for the District of Colorado addressing Parkview's provision of effective communication to deaf individuals.

Following his daughter's hospitalization in July, 2013, Mr. Baca -- who is deaf -- alerted Parkview to shortcomings in their system for communicating with deaf and hard-of-hearing patients and family members. Prior to the initiation of the Lawsuit, Parkview installed video remote interpreting (VRI) to ensure immediate access to sign language interpreters, and has instituted policies that also ensure that pre-scheduled and outpatient services will continue to use in-person ASL interpreters. Parkview will continue its current training program, ensuring that staff are trained that lip-reading and note-writing are often not effective in communicating medical information to individuals who are deaf or hard of hearing and that staff should take care in ascertaining the preferred method of communication of the deaf or hard of hearing patient or companion.

Mr. Baca and Parkview worked together to reach an agreement that recognizes the steps that Parkview has already taken to improve their communication policies, while also putting in place provisions that address Mr. Baca's specific concerns.

Mr. Baca appreciates Parkview's dedication to improving services for deaf and hard-of-hearing patients and families and Parkview appreciates Mr. Baca's contributions to the new policies and technologies.

For more information please contact the Press Contacts above.

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Civil Rights Education and Enforcement Center (CREEC)

The Civil Rights Education and Enforcement Center is a Denver-based membership organization that has the goal of ensuring that everyone can fully and independently participate in our nation's civic life without discrimination based on race, gender, disability, religion, national origin, sexual orientation, or gender identity. www.creeclaw.org.

EXHIBIT A

CREEC

CIVIL RIGHTS EDUCATION
AND ENFORCEMENT CENTER

104 Broadway, Suite 400
Denver, CO 80203
303.757.7901
www.creeclaw.org

Amy F. Robertson
arobertson@creeclaw.org

October 13, 2015

By email to: bcolaizzi@shermanhoward.com

Brooke A. Colaizzi
Sherman & Howard LLC
633 Seventeenth Street
Suite 3000
Denver, Colorado 80202

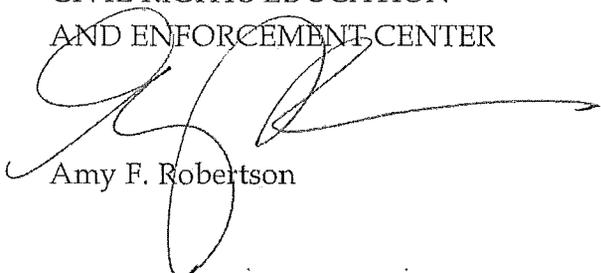
Re: *Baca v. Parkview Medical Center*, No. 15-cv-00270-RBJ

Dear Brooke:

I am writing to document my telephone call with the Benefits Coordination and Recovery Center of the Centers for Medicare and Medicaid Services ("CMS") on or about October 5, 2015. In that call, I attempted in good faith to obtain a Conditional Payment letter or Medicare waiver for George Baca relating to the subject matter of the captioned litigation, but was unable to do so. Rather, the CMS representative explained that they would not be able to issue a letter of any sort, as there was no injury involved.

Sincerely,

CIVIL RIGHTS EDUCATION
AND ENFORCEMENT CENTER



Amy F. Robertson

EXHIBIT B