

CONFIDENTIAL AND PROPRIETARY

### TERMINATION AGREEMENT

This Termination, Settlement and Release Agreement (the "Termination Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between Manatee County, whose mailing address is Post Office Box 1000, Bradenton, FL 34206, ("Client") and Change Healthcare Technology Enabled Services, LLC as successor-in-interest to PST Services, Inc., with an address of 5995 WINDWARD PKWY, ALPHARETTA GA 30005 ("Service Provider").

WHEREAS, both Service Provider and Client are parties to an Agreement for Emergency Medical Transportation Billing Services ("Services") that became effective on December 20, 2011, as amended (the "Underlying Agreement"); and

WHEREAS, certain issues have arisen under the Underlying Agreement related to Client's self-pay accounts (the "Issue") which the parties desire to resolve without admitting liability; and

WHEREAS, the parties have agreed to terminate the Underlying Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties acknowledge and agree that (i) all Services have been provided to Client under the Underlying Agreement as of the Effective Date; and (ii) the Fees outstanding under the Underlying Agreement are equal to \$135,235.62 (the "Unpaid Fees").
2. Provided that Client has signed this Termination Agreement, Service Provider agrees to credit Client an amount equal to \$90,000.00 (the "Credit"), such amount to be credited on Client's final invoice under the Underlying Agreement. Client acknowledges and agrees that the Credit will make Client whole for the Issue.
3. The parties acknowledge and agree that (i) the current term of the Underlying Agreement ended on August 31, 2017 (the "Termination Date"); (ii) the Workout Period ended on November 31, 2017; and (iii) upon Service Provider's receipt of the outstanding final amount equal to \$45,235.62 from Client, the Underlying Agreement will be terminated pursuant to the applicable terms set forth in Article 5.B.I. of the Underlying Agreement.
4. Each party, for itself and its successors, assigns, transferees, principals, legal representatives, agents, employees, affiliates and subsidiaries, fully releases, remises, acquits and forever discharges the other party, its successors, assigns, transferees, principals, legal representatives, agents, employees, affiliates and subsidiaries, from any acts, omissions, transactions, transfers, happenings, violations, promises, contracts, agreements, facts or situations which such party has ever had, now has, or might have in the future, whether known or unknown, arising by reason of or in any manner related to, or arising out of or in connection with the Issue.

**CONFIDENTIAL AND PROPRIETARY**

It is understood and agreed that this Termination Agreement is executed by each party voluntarily and is not based on any representation or statements of any kind by the other party or any of its representatives as to the merits, legal liability or value of the claims or potential claims of such party. Each party hereby represents and warrants that it has not assigned any claim or cause of action it now has or may have ever had against the other party or any related entity to any other person or entity.

5. It is agreed that all offers of settlement made during the negotiations leading to this Termination Agreement and the existence and the terms and conditions of this Termination Agreement will be kept confidential by each of the parties hereto and not disclosed to third parties, except: (i) as may be required by law; or (ii) as necessary to seek appropriate advice from professional advisors, including tax preparers, business advisors, legal advisors, and financial advisors who have agreed to be bound by the confidentiality requirements set forth herein.

6. The parties agree that this Termination Agreement is the result of compromise and is entered into in good faith and shall not be considered an admission of liability or responsibility concerning any of the claims or allegations referred to in this Termination Agreement.

7. This Termination Agreement will inure to the benefit of and be binding upon the successors, legal representatives and assigns of Service Provider and Client. This Termination Agreement is to be interpreted under the laws of the State of Georgia.

8. Service Provider and Client acknowledge that they are duly authorized by appropriate action to enter into this Termination Agreement, including without limitation the release in Section 4 hereof, and that this Termination Agreement is being signed by duly authorized agents of Service Provider and Client. Once this Termination Agreement is signed by both parties and delivered, this Termination Agreement will be valid and binding upon the parties hereto and enforceable in accordance with its terms. Each party represents that it has carefully read this Termination Agreement, knows and understands the contents hereof and has signed the Termination Agreement of its own free act and with the knowledge that they have had the opportunity, if they chose to do so, to obtain legal advice from legal counsel of their choosing.

9. The parties agree to pay their own respective costs and attorneys' fees, if any, in connection with this Termination Agreement.


10. This constitutes the entire Termination Agreement between the parties with respect to the subject matter hereof.

11. This Termination Agreement shall take effect on the date set forth above.

CONFIDENTIAL AND PROPRIETARY

IN WITNESS WHEREOF, the undersigned parties have caused their authorized representatives to execute this Termination Agreement effective as of the date set forth above.

**CHANGE HEALTHCARE  
TECHNOLOGY ENABLED SERVICES,  
LLC**

By: 

Print Name: Title: SVP

Date: 3.5.18

**MANATEE COUNTY, FLORIDA,  
a political subdivision of the State of  
Florida**

By: its Board of County Commissioners

\_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk