

TERMS OF PAYMENT & RELEASE

[DATE]

[Provider Name]  
[Address]  
[Address]  
[Attn:]

Via Fax: \_\_\_\_\_

RE: Riverstone MEWA and Participating Plans  
Employer Group: \_\_\_\_\_

This Agreement and Release (“Agreement” or “Release”) is entered into between \_\_\_\_\_ (“Sponsoring Employer”) and \_\_\_\_\_ (“Provider”) for the medical invoices for the covered Patient(s) listed on the attached claims schedule, regarding benefits payable under the Riverstone MEWA and Participating Plans (“Plan”) on behalf of such covered Patient(s) and/or the Patient’s covered spouse or dependents. The Sponsoring Employer, either directly or through the Plan’s third party administrator, agrees to pay these invoices in accordance with the following terms:

Total Billed Charges: \$ \_\_\_\_\_  
Negotiated Payment: \$ \_\_\_\_\_

The Provider agrees to accept the Negotiated Payment as payment in full for the Total Billed Charges shown on the medical invoices on the attached claims schedule, and further agrees that in exchange for the Sponsoring Employer’s portion of the payment of the Negotiated Payment (i.e., the Negotiated Payment, less any copay, deductible or co-insurance amounts owed by the covered Patient/Member), the Provider does hereby forever release the Sponsoring Employer, the covered Patient/Member and all members of the covered Patient/Member’s family (except as to any copay, deductible or co-insurance amounts owed by the Patient/Member), the Plan, the Riverstone MEWA Liquidation Estate and its assets and the Riverstone MEWA’s Court-appointed Independent Fiduciary in the action *Acosta v. Riverstone Capital, LLC*, #19-cv-778-MWF(MAA) (C.D. Cal) of any and all claims, amounts, demands, causes, rights, or remedies at law or in equity, relating to or arising from the list of unpaid claims in the attached claims schedule, which is incorporated herein by this reference.

This Release effects a full and final accord and satisfaction as to the full amount for the unpaid claims set forth in attached claims schedule (except as to co-pay, co-insurance, and deductible amounts owed by the covered Patient/Member), and the Provider cannot further pursue anyone or any entity for any difference as between the Negotiated Payment and the Total Billed Charges on the attached claims schedule.

The Provider represents and warrants that it has the full and complete authority to enter into this Release and has not transferred, assigned or otherwise encumbered, in whole or in part, the invoices reflected on the attached claims schedule, or the demands, causes or rights herein released, and that the Release provided for herein binds its parent/sister entities, owners,

[Provider Name]

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officers, directors, employees, agents, successors-in-interest, assigns, partners, members, divisions, subsidiaries and/or affiliates.

By signing this Agreement, the undersigned agrees to the terms of this Agreement and attests to being the authorized representative or agent of the Provider/Sponsoring Employer:

_____	Date _____
Provider Signature	
Print _____	Title _____
_____	Date _____
Sponsoring Employer or Agent Signature	
Print _____	Title _____

Please return signed copy via fax to \_\_\_\_\_ or email to \_\_\_\_\_.