

TERMS OF PAYMENT AND RELEASE

[DATE]

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

RE: ERISA Health Plan Under the control of the interim Independent Fiduciary appointed by the Court in *Walsh, U.S. Secretary of Labor v. Whitney, et. al.*, 2:20-cv-02624-TC-ADM (D. Kansas)

Sponsoring Employer: _____

Provider: _____

This Agreement and Release (“Agreement” or “Release”) is entered into between “Sponsoring Employer,” which established the ERISA-governed health benefit plan titled _____ (“The Plan”) and “Provider” for the medical invoices for the covered Patient(s) listed on the required attached claims schedule (Schedule A), regarding benefits payable under The Plan on behalf of such covered Patient(s) and/or the Patient’s covered spouse or dependents. The parties agree to attach as Exhibit A (at a minimum) the claim number, first date of service, billed amount, and plan responsibility amount for each claim covered by this agreement so that such claims can be readily identified. 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: \$ _____

Total Plan Responsibility Amount: \$ _____

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 Negotiated Payment, the Provider does hereby forever release the Sponsoring Employer, the covered Patient/Member and all members of the covered Patient/Member’s family, The Plan, the Court-appointed interim Independent Fiduciary in the action *Walsh, U.S. Secretary of Labor v. Whitney, et. al.*, 2:20-cv-02624-TC-ADM (D. Kansas), from 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, including any copay, deductible or co-insurance amounts owed by the Patient/Member.

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, including co-pay, co-insurance, and deductible amounts owed by the covered Patient/Member, and the Provider shall not and 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, 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 and Sponsoring Employer, respectively:

_____	Date _____
Provider Signature	
Print _____	Title _____
Phone _____	E-mail _____
_____	Date _____
Sponsoring Employer or Agent Signature	
Print _____	Title _____
Phone _____	E-mail _____

Please return signed copy via fax to _____ or email to _____.