

## AGREEMENT

THIS AGREEMENT is entered into by and among the Nebraska Department of Health and Human Services (DHHS), Visinet, Inc. (Visinet), and \_\_\_\_\_ (Subcontractor).

### I.

WHEREAS, DHHS and Visinet entered into a Service Delivery and Service Coordination Implementation Contract (Implementation Contract), and a Service Delivery and Service Coordination Contract (Service Contract) (the Contracts), on July 20, 2009, and October 30, 2009, respectively, under which Visinet agreed to provide a variety of services to children and families on behalf of DHHS; and

WHEREAS, Visinet entered into various subcontracts with various subcontractors (Visinet Subcontractors) for the provision of necessary services under the Contracts, including a subcontract with Subcontractor (the Subcontract); and

WHEREAS, DHHS and Visinet entered into a Settlement Agreement on about May 24, 2010 to resolve issues regarding payments Visinet claimed it was owed by DHHS and claims DHHS may have had against Visinet.

WHEREAS, Subcontractor has made claims for services provided to Visinet under the Subcontract in the total amount of \$\_\_\_\_\_; and

WHEREAS, the parties desire to settle, pursuant to the terms and conditions set forth herein, all claims among DHHS, Visinet, and Subcontractor in any way related to the Subcontract;

NOW, THEREFORE, the Parties mutually agree as follows:

### II.

#### A. Consideration.

- i. Upon execution of this Agreement DHHS will pay Subcontractor \$\_\_\_\_\_, and Visinet will pay Subcontractor \$\_\_\_\_\_, for a total of \_\_\_\_\_, which represents 70% of remaining payment

claimed to be due from Visinet to Subcontractor for services provided under the Subcontract. A list of all Visinet Subcontractors and the pro rata payment for which they are eligible under this settlement agreement is attached hereto and incorporated by reference herein.

- ii. DHHS anticipates that payment to Subcontractor will occur no later than ten business days of the execution of this Agreement.

B. Release of Claims.

- ii. Conditioned upon receipt of the consideration set forth herein, Subcontractor hereby releases and forever discharges DHHS and Visinet from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorney fees and liabilities of any kind based on the Subcontract.
- iii. Conditioned upon receipt of the consideration set forth herein, Visinet, on behalf of itself and its successors and assigns, hereby releases and forever discharges DHHS and Subcontractor from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorney fees and liabilities based on the Subcontract.

C. Termination of Agreements. The parties hereto agree and confirm that the Subcontract was previously terminated or is hereby terminated, and is of no further force and effect. All parties hereby expressly release each other from any continuing rights, duties and/or obligations under the Subcontract and shall make no further claim in connection with the Subcontract.

D. Covenants. The parties covenant and agree that they will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, maintenance or prosecution of any claim, demand or cause of action at law or otherwise, for damages, loss or injury of any kind arising from, related to, or in any way connected to any activity with respect to which a release has been given pursuant to this Agreement.

E. Agreement not an Admission of Liability. The parties hereto agree and acknowledge that this Agreement is a compromise settlement of each party's

disputed claims, and that the sums and covenants given in consideration of this Agreement, as well as the execution of this Agreement, shall not be construed to be an admission of liability on the part of any party with respect to the disputed matters set forth above.

- F. Parties to Bear Own Costs and Attorneys' Fees. Each party to this Agreement will bear its own costs, expenses, and claims to interest and attorneys' fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which are referenced or covered in the mutual releases referenced above or which were otherwise related to the subject of this Agreement.
- G. Entire Agreement. This Agreement represents and contains the entire agreement and understanding among the parties hereto with respect to the **Subcontract**, and supersedes any and all prior oral and written agreements and understandings **relating to the Subcontract**. No representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter shall be relied upon by the parties except those contained herein. This Agreement may not be amended or modified except by an agreement signed by **all parties to this Agreement**.
- H. Understanding and Acceptance of Terms. In entering into this Agreement, the parties each acknowledge and represent that the terms of this Agreement have been completely read by them, and that those terms are fully understood and voluntarily accepted by them.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.
- J. No Assignment. The parties each represent and warrant to one another that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim or demand covered by this Agreement.
- K. Authority. The parties agree that they and their undersigned representatives have authority to enter into this agreement.

L. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' respective legal heirs, successors and assigns.

FOR DHHS:

\_\_\_\_\_  
Kerry T. Winterer  
Chief Executive Officer  
Department of Health and Human Services  
DATE: \_\_\_\_\_

FOR VISINET:

\_\_\_\_\_  
John P. Powers, President  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Todd L. Reckling, Director  
Department of Health and Human Services  
Division of Children & Family Services  
DATE: \_\_\_\_\_

FOR SUBCONTRACTOR:

\_\_\_\_\_  
Name  
Title\_\_\_\_\_

DATE: \_\_\_\_\_