

**SETTLEMENT AGREEMENT  
BETWEEN  
STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION  
AND  
School District of Clay County**

THIS AGREEMENT made this 16<sup>th</sup> day of June, 2014 between the State of Florida, **AGENCY FOR HEALTH CARE ADMINISTRATION**, hereinafter referred to as "**AGENCY**", and **School District of Clay County**, hereinafter referred to as "**VENDOR**",

WHEREAS, on April 1, 2007, the **AGENCY** entered into School Board Admin Claiming Agreement with **School District of Clay County**; and

WHEREAS, the **AGENCY** received a claim dated May 28, 2014, by the **VENDOR** on May, 30, 2014 for dates of service April 2013 through June 2013 in the amount of \$325,017 and the agreement had expired; and

WHEREAS, the **VENDOR**, in good faith, provided the necessary services and invoiced the **AGENCY** accordingly; and

WHEREAS, the **VENDOR** has asserted a colorable legal claim in support of its demand for payment; and,

WHEREAS, the **AGENCY** by entering into this agreement admits no liability for payment of the work performed by the **VENDOR**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties as follows agree as follows:

1. Upon receipt of payment as provided in paragraph number 2 below, the **VENDOR** for itself and for its attorneys, heirs, executors or administrators, does hereby discharge the State of Florida, Agency for Health Care Administration and its agents, representatives, and attorneys from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever, arising out of or in any way related to the contracts and state project, and any invoices for such work including, but not limited to, those claims asserted or other claims that were or may be asserted in any federal, state, or local agency or court, by or on behalf of the **VENDOR**.
2. The **AGENCY** herein agrees to submit to the Chief Financial Officer of the State of Florida for payment the sum of Three hundred twenty five thousand seventeen dollars (\$325,017) in full and completed satisfaction of any amounts or costs associated with the work

performed by the **VENDOR** and any claims and invoices associated there with, or with any other written or verbal supplementation and/or renewal thereto, including all interests and costs and fees associated with the claim matters referenced herein.

3. This agreement is contingent upon approval by the Chief Financial Officer of the State of Florida. Until such approval is received the **AGENCY** has no obligation to make any payments pursuant to this agreement.
4. The parties to this agreement further agree and covenant that this agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
5. All terms and conditions of this settlement are fully set forth in this document and no other material terms of settlement exist outside this document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the date first above written.

**School District of Clay County**

**STATE OF FLORIDA AGENCY FOR  
HEALTH CARE ADMINISTRATION**

Signed

By: Nancy J. Rennie

Title: Director of Purchasing

Date: June 25, 2014

Signed

By: Elizabeth Dudek

Title Secretary

Date: 6/27/14