

AGREEMENT TO TERMINATE HEALTHCARE SERVICES AGREEMENT

This termination agreement (this "**Termination**") is hereby made and entered into as of the 30th day of September, 2010 (the "**Effective Date**"), by and between Williamson County, Texas, a political subdivision of the State of Texas ("**WC**"), and _____ ("**PROVIDER**").

RECITALS

WHEREAS, WC and PROVIDER are parties to the Healthcare Services Agreement (the "**Agreement**"); and

WHEREAS, WC and PROVIDER desire to terminate the Agreement as of the Effective Date of this Termination.

NOW THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

ARTICLE I TERMINATION OF AGREEMENT

- 1.01 Termination. On the terms set forth herein, WC and PROVIDER mutually agree to terminate the Agreement.
- 1.02 Effective Date. The Effective Date of this Termination shall be the Effective Date set forth above.

ARTICLE II CONTINUED OBLIGATIONS UNDER AGREEMENT

The parties shall have no continued obligations under the Agreement, with the exception of any obligations accruing prior to the date of termination and any obligations or agreements that expressly extend beyond the Effective Date under the terms of the Agreement.

ARTICLE III GENERAL PROVISIONS

- 3.01 Entire Agreement. Each party hereto acknowledges that this Termination embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Termination may not be altered, modified, terminated, or discharged except by a writing signed by the parties against whom such alteration, modification, termination, or discharge is sought.
- 3.02 Identical Counterparts. This Termination may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall

collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for.

- 3.03 Representation and Construction. By executing this Termination, the parties acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination. This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

IN WITNESS WHEREOF, the parties have entered into this Termination to be effective as of the Effective Date.

WILLAIMSON COUNTY, TEXAS:

By: _____

Name: DAN A. GATHS

Title: COUNTY JUDGE

ATTEST:

By: _____

Name: NANCY E. RISTER

Title: COUNTY CLERK

_____:

By: _____

Name: _____

Title: _____

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