

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 2017, by and between People's Health Center, with a place of business at 1021 N. 27th Street, Lincoln, Nebraska 68503, hereinafter referred to as "the Contractor," and the County of Lancaster, Nebraska, hereinafter referred to as "the County". Collectively the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, pursuant to Neb. Rev. Stat. § 68-101 et seq, the County, through the Lancaster County Department of General Assistance (GA), provides General Assistance benefits to GA clients in the County through the Lancaster County General Assistance Program ("GA Program");

WHEREAS, the County desires to hire a contractor to provide primary medical care and related healthcare services for GA clients;

WHEREAS, the Contractor is qualified with the necessary skills, expertise, and experience to meet those needs; and

WHEREAS, the County and the Contractor desire to set forth their understanding in writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1) Term: The Initial Term of this Agreement shall be from July 1, 2017, through June 30, 2018. Following the conclusion of the Initial Term, the Parties may renew this Agreement for a Renewal Term by mutual written agreement. Together the Initial Term and any Renewal Term shall constitute the Term of this Agreement.

2) Purpose: The purpose of this Agreement is for the Contractor to provide primary medical care and related healthcare services for GA clients.

3) Medical Services: The Contractor shall provide the following Medical Services to GA Clients, at no cost to GA clients or the GA client's family member(s), regardless of any outstanding bills between People's Health Center and GA clients related to services rendered outside of the GA Program:

A. Provide primary medical care and related health care services, including Emergency Dental Care and X-rays, to GA clients.

I. Emergency Dental Care consists of limited treatment services to alleviate dental pain, and control infection related to an Emergency Medical Condition.

II. For purposes of this Agreement, an Emergency Medical Condition means a medical condition, the onset of which is sudden, that

manifests itself by symptoms of sufficient severity, including but not limited to, severe pain, that a prudent lay person possessing an average knowledge of medicine and health could reasonably expect the absence of immediate medical attention to result in (a) placing the health of the person (or with respect to a pregnant woman, the health of the woman and her unborn child) afflicted with such condition in serious jeopardy, (b) serious impairment to such person's bodily functions, (c) serious impairment of any bodily organ or part of such person, or (d) serious disfigurement of such person.

- III. Emergency Dental Care shall include tooth extractions and pain management that are medically necessary to treat an Emergency Medical Condition.
- IV. Emergency Dental Care may include debridement or filling upon a General Assistance caseworker's or supervisor's written approval of a patient treatment plan submitted by Provider to General Assistance indicating that such debridement or filling is medically necessary to treat an Emergency Medical Condition.

B. Refer GA clients requiring specialty medical care and services to providers offering those services, including but not limited to:

- I. visiting a clinical specialist;
- II. outpatient surgery;
- III. physical therapy; and/or
- IV. chemotherapy treatments;

in order to ensure that the referral for such specialty care and/or services is made according to applicable standards and practices in place at the time of said referral.

C. For any lab analysis Contractor is unable to provide onsite, send any and all requests for laboratory analysis necessary for the medical care afforded GA clients being seen by Contractor pursuant to this Agreement to a clinical laboratory certified pursuant to the federal Clinical Laboratories Improvement Act of 1967, as amended, for analysis. Contractor shall clearly indicate to the clinical laboratory that the GA client for whom the specimen is to be analyzed is being treated pursuant to this Agreement with County as part of the GA Program. Contractor agrees to create separate billing for GA clients through the clinical laboratory.

D. Provide diabetic education to appropriate GA clients along with case management services to provide chronic disease management.

E. Provide medical/nursing triage to GA clients at all times including at such times when the Contractor's primary care clinic is closed. Such triage shall be provided solely by the Program Coordinator and Case Manager. However, upon written notice to GA Director, Contractor may temporarily substitute a Registered Nurse(s) for the Program Coordinator and/or Case Manager for purposes of providing medical/nursing triage. For purposes of this subsection, an e-mail communication, return receipt requested, may satisfy the notice provision.

I. GA clients may be referred for emergency care in the event they are experiencing a life-threatening or potentially disabling condition. However, GA will cover emergency room expenses for only those GA clients GA has deemed to be financially eligible for emergency care.

II. GA clients GA has deemed to be financially eligible may be referred for inpatient hospital services provided the inpatient services are deemed medically necessary and eligible for reimbursement by Nebraska Medicaid.

III. GA clients may be referred for urgent care visits to a GA-contracted urgent care provider when deemed medically necessary by designated nursing staff only if an appointment in the clinic is not available or if the request for urgent care is after hours.

F. Contractor agrees preventative care is not a covered Medical Service under this Agreement. Prior to providing any preventative services to GA clients, Contractor shall provide to GA clients written notification of any required copays or sliding scale fees for such preventative services.

G. Under no circumstances will General Assistance cover costs associated with Behavioral Health assessments, services, and/or consultations.

4) Prior Authorization: The Medical Services described in Sections 3)A through 3)C of this Agreement shall be provided only after Contractor receives prior authorization from a designated representative of GA. With respect to all of the Medical Services described in Section 3 of this Agreement, Contractor shall provide only Medical Services deemed medically necessary and approved for payment by Nebraska Medicaid.

A. Prior authorization for all Services shall be made according to the Lancaster County General Assistance Guidelines that are in effect at the time of the request for prior authorization ("Guidelines"). The Guidelines that are in effect at any given time may be found at: <http://lancaster.ne.gov/ga/pdf/guidelines.pdf>.

B. Prior authorization from GA will be provided to Contractor in writing on the "County Service Approval Form" through the General Assistance Service Program ("GASP"). The County Service Approval Form shall include a

description of the services authorized. A copy of the "County Service Approval Form" is attached hereto as Attachment A and incorporated herein by this reference.

C. County shall not reimburse Contractor for any Services provided by Contractor prior to receiving prior authorization from the County.

5) Except as otherwise provided in this Agreement, Contractor shall provide Medical Services at the Health 360 Integrated Care Clinic, unless otherwise approved in advance in writing by a GA caseworker or GA supervisor, or unless due to a medical emergency. For purposes of this Section, an e-mail communication, return receipt request, may satisfy the writing requirement.

A. GA may approve treatment at other Contractor sites based on any of the following considerations:

- I. GA client's having been a previous patient of record at the other site;
- II. GA client's location of residence;
- III. Expertise of the provider relevant to the GA client's diagnosed condition(s);
- IV. Staffing availability based on GA client's choice of provider, to the extent feasible; and
- V. Other considerations when in the best interest of the GA client and/or County.

6) Related Administrative Services: In conjunction with the Medical Services described above, Contractor shall perform the following Administrative Services:

A. Schedule all GA clients for requested appointments no later than 10 business days after the date of the request for appointment, unless a later date is specifically requested by the GA client. Contractor also shall offer, based on availability and on a first come, first serve basis, same-day appointments to established GA clients.

B. Maintain in GASP a separate client record for each GA client referred to Contractor pursuant to this Agreement.

C. Coordinate with GA and Lincoln-Lancaster County Health Department ("LLCHD") to establish a transition plan to transfer all existing GA clients from LLCHD to Contractor on or before September 1, 2017. All new GA clients shall be established at Contractor and shall not be subject to the transition plan.

D. Employ:

I. One full-time Registered Nurse (RN) as Program Coordinator exclusively dedicated to GA clients; and

II. One full-time Registered Nurse (RN) Case Manager.

Both the Program Coordinator and Case Manager shall participate in and complete an orientation developed by Contractor in cooperation with GA, LLCHD, and Lancaster County Medical Society, to become familiar with all services and providers available through the GA Program.

Program Coordinator shall be a member of the GA Monitoring Committee, and shall attend and participate in GA Monitoring Committee meetings.

Program Coordinator and Case Manager shall attend and participate in monthly meetings with GA Caseworkers.

E. Enroll GA clients in prescription drug assistance programs (“Programs”) based on the Programs’ established criteria by submitting required forms by internet, fax, or mail.

I. Contractor shall dedicate a Patient Support Specialist (“PSS”) or Contractor’s designee, to conduct enrollment. The PSS or designee shall:

a. Review active GA clients’ pharmacy records and have direct contact with GA clients to determine those clients’ eligibility in the Programs.

b. Monitor the status of GA clients enrolled in the Programs in order to identify and service those GA clients’ ongoing pharmaceutical needs and to re-enroll those GA clients in the Programs according to those Programs’ established reenrollment criteria.

c. Train GA caseworkers as needed on enrollment and monitoring criteria for the Programs.

d. Maintain a database of all GA client enrollments in Programs.

e. Working with the Pharmacy, for each prescription prescribed through Contractor and fulfilled through Pharmacy, complete a cost comparison of available pharmaceuticals between the RX Program, Prescription Drug Assistance Program, and 340b drug pricing to prescribe the most cost-efficient pharmaceutical(s) to GA clients.

F. Bill Nebraska Medicaid for any services provided to a GA client by Contractor for the time period during which a GA client is Medicaid eligible. County shall identify Medicaid-eligible GA clients and notify Contractor to conduct retroactive billing to Nebraska Medicaid for services rendered by Contractor to those GA clients. Within 30 days of receipt of reimbursement by Medicaid for services previously invoiced to and paid by County, Contractor shall reimburse County for those amounts paid by County. If, prior to invoicing County pursuant to this Agreement, Contractor receives Medicaid reimbursement for services provided to a GA client pursuant to this Agreement, Contractor shall not invoice County for those services. Contractor's duties pursuant to this Section 6)F shall survive the expiration, conclusion, or termination of this Agreement.

G. Contractor will refer all GA clients who require a prescription(s) and/or durable medical equipment (DME) to the pharmacy currently under contract with Lancaster County to provide pharmaceuticals and DMEs to GA clients ("the Pharmacy"). Kohll's Pharmacy, with its place of business at 800 North 27th Street, Lincoln, Nebraska, 68503, and a business phone number of (402) 476-3341, currently is the Pharmacy for purposes of this Agreement. GA will provide written notice to Contractor of any changes in the identity of the Pharmacy.

7) General duties: Contractor shall:

A. Timely and professionally complete the services as described above, and furnish all labor and pay all costs, including any taxes, required to complete Contractor's services.

B. Furnish everything reasonably necessary to complete Contractor's services unless specifically provided otherwise in this Agreement.

C. Apply for, obtain, and maintain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to Contractor's services.

I. Contractor shall provide a copy of a valid applicable Nebraska professional license for each medical provider providing medical care as part of Contractor's operations.

II. Contractor shall maintain its status as a Federally Qualified Health Center.

III. If the license(s) of Contractor or Contractor's employee(s) are suspended or revoked, or if Contractor or Contractor's employees become professionally decertified, or if Contractor or Contractor's employee(s) fail

to maintain any other permit, certification, license, variance, status, or approval impairing Contractor's ability to perform under this Agreement, Contractor shall immediately notify County. The Parties agree that in the event of suspension or revocation of licensure, professional decertification, or other failure to maintain any other permit, certification, license, variance, status, or approval, the County may terminate this Agreement immediately pursuant to the terms of this Agreement.

D. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

8) The County shall:

A. Refer to the Contractor GA clients who are authorized to receive primary medical care and related health care services according to the eligibility requirements of the GA Program.

B. Provide an orientation program to designated Contractor staff on County policies, procedures, and documentation requirements related to the authorization of medical care services to eligible General Assistance clients. In addition, the County shall notify the Contractor of any applicable changes in the Lancaster County General Assistance Guidelines.

C. Assist in the coordination of care by providing timely responses to Contractor's requests for authorization of Services.

D. Provide Contractor with any changes in eligibility of existing GA clients on the same business day such change occurs. Such notification will be made directly in writing to the RN Coordinator or Case Manager and will be entered into GASP.

E. Make all necessary financial eligibility determinations related to emergency care and emergency hospital services, and provide those determinations to Contractor upon initial referral to Contractor.

F. Provide Contractor with necessary access to GASP, and timely update GA client data in GASP.

9) Compensation:

A. Within 30 days after the conclusion of a quarter during the Term of this Agreement, Contractor shall submit a detailed quarterly invoice to the County for the costs detailed below by delivering it to the Lancaster County Department of General Assistance to the attention of Sara Hoyle, Director, at 3140 N Street, Suite 2106, Lincoln, NE 68510. For purposes of this Agreement, a "quarter" shall mean each period of three consecutive calendar months during the Term of this Agreement ending on September 30, December 31, March 31, and June 30.

All invoices shall be supported by properly executed payroll, time records, invoices, receipts, contracts, or vouchers evidencing in proper detail the nature and propriety of the invoiced amounts (“supporting documentation”).

The County shall review the invoice and supporting documentation, and if the invoice and supporting documentation properly reflect the performance of duties under this Agreement, County shall approve the invoice for payment within 30 days of receipt of the invoice. Objections to any items in the invoice shall be made in writing by the County to the Contractor within 30 days of receipt of the invoice. Any items not objected to as described herein shall be deemed approved. Payment for any approved items in an invoice shall be made within thirty (30) days of approval.

I. Contractor shall invoice for Medical Services at the rate of:

a. \$30 per GA client visit during which a GA client sees a MD/DO, Nurse Practitioner, or Physician Assistant for an office visit. A GA client’s being seen by more than one provider on a given day shall be considered one GA client visit for purposes of invoicing under this Agreement. Invoicing for GA client visits shall not exceed \$78,000 per Fiscal Year.

b. \$35 per GA client visit for prior authorized Emergency Dental Care pursuant to Section 3)A.III of this Agreement. Emergency Dental Care consisting of preapproved Debridements and Fillings pursuant to Section 3)A.IV of this Agreement will be invoiced based on the Contractor’s established rate at the time of the provision of the service. Invoicing for prior authorized Emergency Dental Care shall not exceed \$10,000 per Fiscal Year.

c. \$10 per X-Ray. Invoicing for X-Rays shall not exceed \$5,000 per Fiscal Year.

d. The costs for laboratory analysis conducted by a clinical laboratory, according to the costs actually invoiced by the clinical laboratory. Invoicing for laboratory analysis shall not exceed \$60,000 per Fiscal Year.

II. Contractor shall invoice for reimbursement of the actual costs described below, in amounts not to exceed the following:

a. Medical Supplies, not to exceed \$5,200 per Fiscal Year;

b. General Office Supplies, not to exceed \$200 per Fiscal Year;

- c. Interpretation Services, not to exceed \$2,000 per Fiscal Year;
- d. Local Telephone Services, not to exceed \$960 per Fiscal Year;
- e. Postage, not to exceed \$220 per Fiscal Year;
- f. Office space, not to exceed \$8,100 per Fiscal Year;
- g. Training, not to exceed \$2,650 per Fiscal Year;
- h. Insurance, not to exceed \$3,132 per Fiscal Year;
- i. Printing materials, not to exceed \$450 per Fiscal Year; and
- j. Staffing costs as follows:
 - i. RN Coordinator salary, not to exceed \$70,000 per Fiscal Year;
 - ii. RN Case Manager salary, not to exceed \$65,000 per Fiscal Year;
 - iii. Medical Assistant salary, not to exceed \$2,000 per Fiscal Year;
 - iv. Billing Specialist salary, not to exceed \$20,000 per Fiscal Year;
 - v. Clinical Supervision salary, not to exceed \$3,600 per Fiscal Year; and
 - vi. Total benefits for all Staffing reimbursed through this Agreement, not to exceed \$41,595 per Fiscal Year.

III. Under no circumstance shall the maximum amount of compensation paid by the County to Contractor pursuant to this Agreement during any Fiscal Year during the Term of this Agreement exceed \$368,107, not including emergency dental services, except as otherwise approved in writing by both Parties. Neither shall the amount of compensation paid by County to Contractor pursuant to this Agreement exceed the limits set forth in Sections 9.A.I and 9.A.II of this Agreement, except as otherwise approved by a written amendment to this Agreement executed by both Parties. For purposes of this Agreement, "Fiscal Year" shall mean the

twelve-month period from July 1 of one calendar year through June 30 of the subsequent calendar year.

B. It is understood and agreed that the amounts stated herein shall represent total reimbursement for all services provided under the terms of this Agreement. Neither the County nor GA shall be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance. The Contractor agrees that it shall not be paid until services have been provided to the County pursuant to this Agreement. The Parties agree that compensation is not, nor shall it be deemed, a retainer.

10) Independent Contractor: It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

11) Assignment: Contractor and Contractor's subcontractors shall not assign their duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.

12) Liability: Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

13) Severability: If any portion of the Agreement is held invalid, the remainder hereof shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

14) Equal Employment Opportunity: In connection with the carrying out of the activities provided herein, the Contractor shall not discriminate against an employee or applicant for

employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance, or any other basis prohibited by applicable state or federal law.

15) Termination:

A. Convenience: This Agreement may be terminated at any time by either Party giving ninety (90) days written notice.

B. Breach: Should the Contractor breach this Agreement, the County will notify the Contractor of the breach in writing and the Contractor will have ten (10) days to cure. If the breach is not cured within ten (10) days, the County may, at its discretion, terminate the Agreement immediately upon written notice to the Contractor.

C. Lack of Funding: The County may terminate this Agreement immediately in whole or in part when funding is not lawfully available for expenditure. The County also may terminate this Agreement when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of County. In the event of unavailability of funds to pay any amounts due under this Agreement, County shall immediately notify the Contractor in writing and this Agreement shall terminate immediately without penalty or expense to County.

If this Agreement is terminated pursuant to Section 15, Contractor will be entitled to reimbursement for services actually performed under this Agreement prior to and including the date of termination, however in no event shall total reimbursement under this Agreement exceed the maximum allowable compensation under this Agreement.

16) Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

17) Insurance: The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Agreement. No work pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

A. **Workers' Compensation.** The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation. The

Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.

B. **Commercial General Liability.** The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

C. **Professional Liability.** Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed.

D. **Additional Insured.** An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement, under the commercial general liability policy. Said insurance shall be written on an **OCCURRENCE** basis.

E. **Certificates.** The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the Term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The Parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

F. **Minimum Scope of Insurance.** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

G. **Sovereign Immunity.** Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

18) Laws: During the Term of this Agreement, the Contractor shall perform all services in accordance with the established and applicable standards and in accordance with applicable federal, state, and local laws.

19) Notices: All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to County or the Contractor at the address set forth below or such other address as either may specify hereafter in writing:

County:

Lancaster County General Assistance
c/o Sara Hoyle, Director
3140 N Street, Suite 2106
Lincoln, Nebraska 68510

Contractor:

People's Health Center
c/o Brad L. Meyer, MHA
1021 North 27th Street
Lincoln, Nebraska 68503

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

20) Entire Agreement: The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties whether verbal or written. To the extent any provisions of this Agreement conflict with the provisions of any of the attachments to this Agreement, the provisions of this Agreement shall prevail.

21) Forbearance Not Waiver: Either Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that Party's rights.

22) Third Party Rights: This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

23) E-Verify: In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of

state law and 8 U.S.C. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

24) Capacity: The undersigned person representing the Contractor does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Contractor to this Agreement.

25) Release of Information: The Contractor agrees to keep any and all information obtained in the performance of this agreement confidential as required by law. The Contractor agrees that it shall be compliant with the Health Insurance Portability and Accountability Act of 1996 and implementing regulations pertaining to confidentiality of health information.

26) This Agreement may be executed in two counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

EXECUTED this _____ day of _____, 2017, by Contractor.

BY: _____

NAME: _____

TITLE: _____

EXECUTED this _____ day of _____, 2017, by the County.

BY: LANCASTER COUNTY BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
this ____ day of _____, 2017

Deputy County Attorney for
JOE KELLY, County Attorney

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ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (IEUB-3F35526-8-17)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

CITY OF LINCOLN AND/OR LANCASTER COUNTY
555 SOUTH 10TH STREET, SUITE 107
LINCOLN, NE 68508



POLICY NUMBER: 680-2A872352-17-42

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10/25/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

CITY OF LINCOLN/LANCASTER COUNTY

**555 S. 10TH ST.
LINCOLN**

NE 68508

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.