

AGREEMENT

THIS AGREEMENT is made and entered by and between the County of Lancaster, Nebraska, through the Lancaster County General Assistance Department, hereinafter referred to as "County," and Consultants in Infectious Disease, located at 1500 South 48th St., Suite 506, Lincoln, NE 68506; hereinafter referred to as "Provider." Collectively the County and the Provider 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 provides General Assistance benefits to clients enrolled in the Lancaster County General Assistance program ("GA Clients");

WHEREAS, the County does not possess the resources to provide specialized medical care and assistance to GA Clients, and therefore the County occasionally contracts with private medical providers for such specialized care;

WHEREAS, the Provider is willing and able to provide such specialized care to GA Clients;

WHEREAS, several GA Clients have pending claims with the Social Security Administration and may be eligible for retroactive Medicaid or Medicare benefits, and in such cases, all pending medical bills for these clients are placed in a pending status; and

WHEREAS, it is the County's intent to reimburse Provider for rendering specialized medical care to GA Clients with the understanding that the Provider will reimburse the County if/when GA Clients who received such care are later determined to be eligible for Medicaid or Medicare reimbursement;

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

1. TERM, TERMINATION, AND SURVIVAL.

- 1.1 The Initial Term of this Agreement shall be for five (5) years from the date of execution by both Parties, unless terminated by either Party pursuant to this Agreement. Following the conclusion of the Initial Term, the Parties may renew this Agreement for a Renewal Term(s) by mutual written agreement of both Parties. Together the Initial Term and any Renewal Term shall constitute the Term of this Agreement.
- 1.2 Either Party may terminate this Agreement for any reason without penalty by giving thirty (30) days written notice to the other Party. Should the Provider breach this Agreement, the County will notify the Provider of the breach in writing and the Contractor will have sixty (60) days to cure. If the breach is not

cured within sixty (60) days, the County may, at its discretion, terminate the Agreement immediately upon written notice to the Provider

- 1.3 In the event that either Party terminates this Agreement or the Term of the Agreement concludes without the Parties agreeing to a subsequent Renewal Term, and the County later receives notification that a GA Client served by the Provider prior to the date of termination or conclusion has been approved for Medicaid or Medicare ("post-termination notification of eligibility"), the Parties agree that, with respect to the care and services previously rendered to the GA client who is the subject of such a post-termination notification of eligibility, the provisions of this Agreement shall survive termination or conclusion of this Agreement, and Provider agrees to reimburse the County pursuant to the terms of this Agreement for all payments rendered for medical care and services provided within the Medicaid or Medicare eligibility dates, notwithstanding termination or conclusion of the Agreement.
2. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions of the aforementioned reimbursement arrangement between the County and the Provider.
3. SERVICES TO BE PROVIDED.
 - 3.1 Service Description. The Provider agrees to provide only medical care and services that have received prior authorization by the County and that meet all statutory and regulatory requirements for Medicaid and Medicare in force at the time the care and/or service is rendered. The County's prior authorization will be done initially by telephone from the County's Primary Care Provider with written documentation provided via fax or email by the County's Primary Care Provider within one (1) business day. Such authorization shall be done on the "County Service Approval Form." and include a description of the services authorized. The County's current Primary Care Provider is People's Health Center, with a primary office of 1021 North 27th Street, Lincoln, Nebraska, 68503, a business telephone number of 402-476-1455, and a business fax number of 402-441-8491. County will provide written notice to Provider of any changes in the identity of the Primary Care Provider. A copy of the County Service Approval Form is attached to this Agreement as Attachment A hereto, and is incorporated herein by this reference.
 - 3.2 The Provider agrees to submit a written claim for services within 90 days of the date of service to the County on the appropriate billing form (HCFA 1500 or UB-92), including an itemized list of all charges, the actual cost of the care, and the Medicaid rate, if possible, for these charges, as established by the Federal Government.

4. PAYMENTS AND REIMBURSEMENT.

- 4.1 The County agrees to pay the Provider at the established Medicaid rate for pre-authorized medical care and services provided to GA Clients within sixty (60) days of receipt of the claim from the Provider.
- 4.2 The County will notify the Provider in writing when a Medicaid or Medicare eligibility period is established for any GA Client receiving services from Provider.
- 4.3 When notified pursuant to Section 4.2, the Provider agrees to reimburse the County within sixty (60) days for all payments rendered for medical care and services provided within the Medicaid or Medicare eligibility dates and submit the appropriate bills to Medicaid or Medicare for payment, as applicable. Reimbursement from Provider to County shall be timely made irrespective of payment from Medicaid or Medicare to Provider.
- 4.4 Furthermore, notification of a GA client's Medicaid or Medicare eligibility shall constitute notice that the GA client is ineligible for future GA benefits. With respect to any services rendered to a GA client for which Provider has not yet invoiced GA, and with respect to any future services rendered by Provider to the former GA client, Provider shall bill Medicaid or Medicare directly for those services. GA shall not be financially responsible for reimbursing or crediting Provider for services rendered to a former GA client.
- 4.5 If Medicaid or Medicare denies a claim for which: i) the County has been reimbursed; ii) the County is due to be reimbursed by Provider pursuant to Section 4.3; or iii) the County has not been invoiced pursuant to Section 4.4, except for services rendered to a former GA client; then Provider may submit the Medicaid or Medicare denial, along with supporting documentation, to GA for consideration of the denied claim. If GA determines that the Medicaid or Medicare claim was denied for any reason not the fault of the Provider then County shall either reimburse Provider for past reimbursement to the County or, if reimbursement has not yet been made to County, issue an account credit against Provider's GA account balance. If GA determines that the Medicaid or Medicare claim was denied for any reason that is the fault of the Provider, then the County shall not reimburse Provider for past reimbursement to the County, nor shall County credit Provider's GA account.
- 4.6 The County agrees to notify the Provider within sixty (60) days when a claim for services is received and the services are not covered by the GA program.
- 4.7 County will provide written notice to Provider before using a setoff of amounts owed by Provider to County against amounts owed by the County to Provider as a means to recover reimbursements not timely made by Provider to County

pursuant to Section 4.3 of this Agreement. The notice shall explain the reason for the setoff and a calculation of the amount of the reimbursement due as of the date of the notice. County will not implement the setoff if, within fifteen (15) days after the date of the notice: i) County has received from Provider the full amount of the reimbursement due as of the date of the notice pursuant to Section 4.3 of this Agreement; or ii) County has received from Provider a written explanation of why the setoff should not occur along with any supporting documentation. If Provider does not respond with fifteen (15) days as provided herein, the setoff shall occur. If with fifteen (15) days as provided herein County receives from Provider a written explanation of why the setoff should not occur along with any supporting documentation, County shall review the Provider's written explanation and supporting documentation. County shall notify Provider in writing of its decision either to uphold or overturn its initial determination provided in the notice from County to Provider. If County upholds its decision, the setoff shall occur. The Parties agree that all recoupment and any setoff rights under this Agreement will constitute rights of recoupment authorized under State or Federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Provider.

4.8 Throughout the Term of this Agreement, and as long as Contractor is subject to reimbursement obligations to County arising out of this Agreement, Contractor shall be a participant in each MCO network providing services to Nebraska Medicaid managed care enrollees. MCO shall mean an organization that satisfies the definition of Managed Care Organization (MCO) in 482 NAC § 1-002, as such section may be amended from time to time.

5. INDEPENDENT CONTRACTOR. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Provider shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Provider. Neither the Provider's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.
6. HOLD HARMLESS. Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. 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.

7. **NON-DISCRIMINATION.** The Parties agree that in providing services pursuant to this Agreement, they shall not discriminate against any employee, applicant for employment, GA Client, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
8. **CONFIDENTIALITY.** The Provider 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.
9. **NON-ASSIGNABLE.** This Agreement cannot be assigned by the Provider without prior written permission from the Lancaster County Board of County Commissioners. Any assignment without such written permission shall be absolutely void.
10. **GOVERNING LAW.** The laws of the State of Nebraska shall govern the rights and obligations of the Parties under this Agreement.
11. **EMPLOYEE VERIFICATION.** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Provider 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. Provider 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. Provider shall require any subcontractor to comply with the provisions of this section.
12. **NOTICES.**
 - 12.1 **Billing Notices.** Each Party shall designate a contact person to handle eligibility notifications, invoicing, reimbursements, and setoffs arising out of the provisions of Section 4 of this Agreement (collectively, "Billing"). All Billing shall be conducted by email, return receipt requested. Such person's contact information is specified below. A Party may change this designation by providing ten (10) business days' notice in writing to the other Party's designee listed in Section 12.2

We are not encrypted

of this Agreement.

County

Provider

General Assistance Billing
gabilling@lanaster.ne.gov

Name: Consultants in Infection
Title: Simon Schaffer - Billing
Email: sschaffer@cdlincoln.com

For the purposes of the Agreement, all Billing notices shall be deemed to have been given according to the date of receipt on the email return receipt.

12.2 Non-Billing Notices. Except for Billing Notices, all other notices or other communications provided under this Agreement shall be in writing and shall be given to the Lancaster County General Assistance Department or the Provider at the address, email, or facsimile number set forth below or such other address, email, or facsimile number as either Party may specify hereafter in writing:

Lancaster County General Assistance Department
c/o Sara Hoyle, Director
3140 N Street, Suite 2106
Lincoln, NE 68510
Fax: 402-441-3099
shoyle@lanaster.ne.gov

Provider Information
Name: Nursing Billing Staff
Contact: Consultants in Infection Disas
Address 1: 1500 So 40th
Address 2: Suite 506
Fax: 402 489 8492
Email: _____

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 facsimile transmission, confirmation requested, or by email to the email address listed above, return receipt requested. For the purposes of the Agreement, all notices will be deemed to have been given on the date of mailing on the United States certified mail receipt, the date of receipt on the email receipt, or the date of successful transmission on the facsimile transmission confirmation, as provided above.

13. E-VERIFY. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Provider 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. Provider 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. Provider shall require any subcontractor to comply with the provisions of this section.

14. **INSURANCE.** The Provider 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 on the Project or 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 Provider'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.
 - 14.1 The Provider shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Provider shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the City Attorney or County Attorney as appropriate. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Agreement and during the period of any required continuing coverages, the Provider shall provide, prior to expiration of the policies, certificates and endorsement forms 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 or endorsement forms provided shall not constitute a waiver of this requirement.
 - 14.2 The Provider 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 Provider 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.
 - 14.3 Provider shall maintain Professional Liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Provider in the

performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Provider 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.

- 14.4 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.
- 14.5 The Provider may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement.
- 14.6 Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the County
15. INTEGRATION. The Parties do hereby agree to all the terms and conditions of this Agreement. This Agreement shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors and assigns. 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. This Agreement may be modified, altered, or amended only by written instrument executed by both Parties.
16. CAPACITY. The undersigned person representing the Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Provider to this Agreement.
17. 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.
18. THIRD-PARTIES. 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 Provider.
19. VENUE. If either Party brings against the other Party any proceeding arising out of this Agreement, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.
20. COUNTERPARTS. 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 2nd day of August, 2017, by the Provider.

By: Steven S. Rademacher

Name: S. Rademacher

Title: M.D.



Lancaster County General Assistance Program
 Prior Authorization for Medical Treatment
 GA Form 16

CR# _____ SR# _____
 Pending SS: _____
 GA Specialist: _____
 Telephone: _____

Date: _____
 Client Name: _____
 DOB: _____ SS # _____
 Telephone: _____

Provider: _____
 Attention: _____
 Telephone # _____
 Fax # _____

What is Being Requested: _____

To be completed by Physician or other medical provider:

- Does the diagnosis and/or treatment plan preclude the patient from his/her regular employment?
 Yes _____ No _____
- If Yes, when can the patient be reasonably expected to return to work? _____
- Additional comments _____

Please fax or send this form along with medical information to: **Note: Any change in treatment plan after completion of this form MUST BE APPROVED OR PAYMENT CANNOT BE AUTHORIZED even if the client is otherwise eligible for General Assistance. Please contact the General Assistance Specialist listed above.**

Notification Regarding General Assistance Service Request		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Date: _____			
Comments: _____			
Billing Address: Lancaster County General Assistance Attn: GA Billing 3140 N Street #2106 Lincoln, NE 68510		<input type="checkbox"/> Faxed to Provider <input type="checkbox"/> Faxed to GA Specialist	

CONFIDENTIALITY WARNING: The information contained in this facsimile message is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution or copying of this communication or the information contained herein is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original to us at the above address. GA form 16B 11/2015



7351 E. Lowry Blvd., Ste. 400, Denver, CO 80230
P.O. Box 17540, Denver, CO 80217-0540
P: 720-858-6000 | TF: 800-421-1834 | F: 720-858-6004

callcopic.com

COPIC Policyholder Services

April 27, 2017

Consultants in Infectious Disease, LLC
1500 S 48th St
Ste 506
Lincoln, NE 68506

Re: PCN0000149

To avoid a gap in your Fund coverage, payment is due within 30 days of your policy effective date. Please submit a copy of this letter along with your Fund payment to:
**Nebraska Excess Liability Fund
Attn: Stephanie Hobelman
P O Box 82089
Lincoln, NE 68501**

Dear Doctor(s):

Please accept this letter as confirmation that the individual(s) named below have been approved for professional liability coverage with COPIC. For your information and for reporting your information to the Nebraska Excess Liability Fund, listed below is each individual's \$500,000/\$1M annual premium amount.

Table One Physician/Employee/Entity	Effective Dates	Individual Premium	Retro Date	Fund Limits	Fund 26%
Daniel Smith, MD	07/31/2017 - 07/01/2018	\$347	07/31/2017	500/1M	\$90

We'd like to take this opportunity to thank you for choosing COPIC for your professional liability needs. If you have any questions, please contact me at 1-800-421-1834, extension 6169 or via email at rpanning@copic.com.

Sincerely,

Rachel Panning
Underwriter
Underwriting and Policyholder Service

HOSPITAL/MEDICAL STAFF OFFICE, PLEASE ACCEPT THIS LETTER AS VERIFICATION OF COVERAGE FOR THE ABOVE CAPTIONED PENDING ISSUANCE OF POLICY.



7351 E. Lowry Blvd., Ste. 400, Denver, CO 80230
P.O. Box 17540, Denver, CO 80217-0540
P: 720-858-6000 | TF: 800-421-1834 | F: 720-858-6004

callcopic.com

COPIC Policyholder Services

May 31, 2017

Consultants in Infectious Disease, LLC
1500 S 48th St
Ste 506
Lincoln, NE 68506-1279

Re: PCN0000149

To avoid a gap in your Fund coverage, payment is due within 30 days of your policy renewal date. Please submit a copy of this letter along with your Fund payment to:

Nebraska Excess Liability Fund
Attn: Stephanie Hobelman
PO Box 82089
Lincoln, NE 68501

Dear Doctors:

I am pleased to inform you that we have completed the renewal process for your COPIC Medical Professional Liability Insurance Policy. Please accept this letter as confirmation that the individuals named below have been approved for professional liability coverage with COPIC. For your information and for reporting your information to the Nebraska Excess Liability Fund, listed below are the \$500,000 / \$1,000,000 annual premium amounts as well as the 26% premium that needs to be paid to the Fund.

Table One Physician/Employee/Entity	Effective Dates	Individual Premium	Retro Date	26% Fund Premium
Consultants in Infectious Disease, LLC	07/01/2017 - 07/01/2018	\$290	01/01/1999	\$75
James J Nora, Jr, MD	07/01/2017 - 07/01/2018	\$2,144	07/01/2002	\$557
Steven E Rademacher, MD	07/01/2017 - 07/01/2018	\$2,144	11/01/1997	\$557
Julie Ann Pew	07/01/2017 - 07/01/2018	N/C	09/01/2015	N/C
Cynthia S Pieper	07/01/2017 - 07/01/2018	N/C	06/15/2015	N/C

Please read the enclosed Declaration Page(s) carefully to verify that the information is correct. Coverage under this policy is effective during the policy period shown on the Declaration(s) subject to our receiving your check for the first scheduled premium installment. (Please do not pay from this notice; please pay from your statement.)

Most importantly, we strive to be available to assist you when you need us. Your assigned Underwriter, Rachel Panning, is your first resource at (800) 421-1834 or via email at rpanning@copic.com.

Sincerely,

Janel Loud-Mahany, AIS
Vice President
Underwriting and Policyholder Service Department



DECLARATION PAGES

This policy is a claims-made policy.

Under the Cyber Liability coverage, defense expenses will reduce the limits of liability available (called Defense within Limits).

Covered Proceedings and Peer Review coverage pay only for defense expenses.

Please review your policy provisions carefully to understand all of your rights and duties.

Policy Number: PCN0000149

Named Insured: Consultants in Infectious Disease L.L.C.

Named Insured/Mailing Address:

Consultants in Infectious Disease L.L.C.

1500 S 48th St

Ste 506

Lincoln, NE 68506-1279

Policy Term: From: 07/01/2017 to 07/01/2018
12:01 A.M. standard time at the address of the named insured stated herein.

Policy Number: PCN0000149

Coverage Territory: Nebraska

COVERAGES

LIMITS OF LIABILITY

- A. Professional Liability.....As Scheduled Below
- B. Covered Proceedings\$50,000 annual aggregate per individual named insured
\$50,000 annual aggregate per individual allied health professional
\$50,000 combined annual aggregate for all insured professional corporations listed on the Declaration Pages or endorsement
\$150,000 policy aggregate;
Aggregate policy limit subject to all other terms and conditions
- C. Peer Review Incident\$unlimited per individual named insured
- D. Cyber Liability..... \$100,000 per individual named insured
Aggregate limit subject to physician count (see supplementary coverage booklet)

Named Insured: Consultants in Infectious Disease L.L.C.

Retroactive Date: 01/01/1999

Specialty/Classification: Entity/Corp Specialty

Coverage(s)	Limits of Liability	Premium
A. Professional Liability:	\$500,000 each medical incident \$1,000,000 annual aggregate	\$290
Deductible (coverage A only):	\$N/A	
B. Covered Proceedings	As above	Included
C. Peer Review Incident	As above	Included
D. Cyber Liability	As above	Included
	Annual Premium	Premium \$290

Policy Number: PCN0000149

Named Insured: Consultants in Infectious Disease L.L.C.

Named Insured: James J. Nora, JRM.D.

Retroactive Date: 07/01/2002

Specialty/Classification: Internal Med.-Infectious Diseases

COPIC Points - Preferred Class 5.00%, Society Membership 5.00%, Bryan Health 15.00%, Loss Free Credit 15.00%

Coverage(s)	Limits of Liability	Premium
A. Professional Liability:	\$500,000 each medical incident \$1,000,000 annual aggregate	\$2,144
Deductible (coverage A only):	\$N/A	
B. Covered Proceedings	As above	Included
C. Peer Review Incident	As above	Included
D. Cyber Liability	As above	Included
	Annual Premium	Premium \$2,144

Named Insured: Steven E. Rademacher, M.D.

Retroactive Date: 11/01/1997

Specialty/Classification: Internal Med.-Infectious Diseases

COPIC Points - Preferred Class 5.00%, Society Membership 5.00%, Bryan Health 15.00%, Loss Free Credit 15.00%

Coverage(s)	Limits of Liability	Premium
A. Professional Liability:	\$500,000 each medical incident \$1,000,000 annual aggregate	\$2,144
Deductible (coverage A only):	\$N/A	
B. Covered Proceedings	As above	Included
C. Peer Review Incident	As above	Included
D. Cyber Liability	As above	Included
	Annual Premium	Premium \$2,144

Additional Insured(s)

Limits of liability for additional insured(s) listed on this Declaration Pages or added by endorsement:

- Coverage A Professional Liability and Coverage D Cyber Liability - Shares in limits with first-listed named insured.
- Coverage B Covered Proceedings - Subject to the aggregate policy limit and other terms and conditions of the policy, all named insured professional corporations and additional insured professional corporations will share collectively in \$50,000 annual aggregate. Each individual additional insured allied health professional will have \$50,000 annual aggregate.
- Coverage C Peer Review Incident - no maximum amount limitations

Julie Ann Pew

Retroactive Date: 09/01/2015

Specialty/Classification: Nurse Practitioner

Premium

Annual Premium

\$0

Cynthia S Pieper

Retroactive Date: 06/15/2015

Specialty/Classification: Physician Assistant

Premium

Annual Premium

\$0

CIC-DEC

Post Office Box 17540 Denver, Colorado 80217-0540 (720) 858-6000 1-800-421-1834 FAX (720) 858-6004

Rev 10/16

Policy Number: PCN0000149

Named Insured: Consultants in Infectious Disease L.L.C.

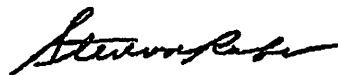
Total Annual Policy Premiums

\$4,578

Important reminder

The above premium does not reflect the credit that eligible physicians will receive from our distribution program. Distribution credits are applied as a percentage of the net premium billed for each physician and are reflected on your billing statements.

By acceptance of this policy, the named insureds and additional insureds represent that the statements in the original, renewal and supplemental applications for insurance are true and affirm that the agreements existing between the named insureds and additional insureds and the company (and its agents or representatives) relating to this insurance are fully accurately embodied in these declarations and the policy.



Countersigned by Authorized Representative

CIC-DEC

Post Office Box 17540 Denver, Colorado 80217-0540 (720) 858-6000 1-800-421-1834 FAX (720) 858-6004

Rev 10/16



Better Medicine • Better Lives

STATE SPECIFIC ENDORSEMENT
AMENDMENT OF POLICY PROVISIONS - NEBRASKA

Consultants in Infectious Disease L.L.C.
1500 S 48th St
Ste 506
Lincoln, NE 68506-1279

Policy Number: PCN0000149
Endorsement Number: 1
Effective Date: 07/01/2017

Policy Term: From: 07/01/2017 to: 07/01/2018

It is understood and agreed that this endorsement modifies the policy as follows:

Section D. "Who Is an Insured" is modified by deleting the following:

- 3. We may provide "locum tenens" coverage to a temporary substitute for an individual physician or podiatrist, but only if the replacement practitioner is first approved by our Underwriting department. Such coverage, if provided, will be defined by endorsement.

After subsection 1.d. in section "F. Limits of Insurance Liability" of this policy, the following is added:

- e. Notwithstanding the above, for medical incidents that arise during a period of time when (1) you were not participating in the Nebraska Excess Liability Fund (the "Fund"), including any lapse in your Fund coverage, or (2) you failed to purchase an extended reporting period endorsement (a "tail policy") from the Fund, we will pay no more than the applicable minimum amount required to prove financial responsibility for each medical incident pursuant to Neb.Rev.St. § 44-2824 in order to qualify under the Nebraska Hospital-Medical Liability Act for coverage under the Nebraska Excess Liability Fund. However, the limits of liability will not be reduced for claims brought in states other than Nebraska to which the Nebraska Hospital Medical Liability Act does not apply, provided the conditions required by the Territorial Restrictions are met. See section H. Conditions, subsection 12.

After subsection 5.d. in section "H. Conditions" of this policy, the following is added:

- e. COPIC agrees to provide the coverage under this policy contingent upon the named insured(s)' continued participation in the Nebraska Excess Liability Fund.

Subsection 6 of section "H. Conditions" of this policy is replaced with the following:

- 6. Other insurance
 - a. If this policy is used by the named insured to demonstrate financial responsibility under the Nebraska Hospital-Medical Liability Act and the claim is governed by that Act, this policy provides primary coverage in accordance with the provisions of the Nebraska Hospital-Medical Liability Act. In all other instances, this policy shall be in excess.
 - b. When this insurance is excess, we shall have no duty under the policy to defend any claim or suit that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such claim or suit, we shall be entitled to the named insured's and/or insured's rights against all such other insurers or self-insurers for any claim expenses

Subsection 8 of section "H. Conditions" of this policy is replaced with the following:

8. **Changes.** Any provision of this policy which is found by the Nebraska Director of Insurance to limit or modify the liability of COPIC contrary to the provisions of section 44-2801 to 44-2855 of the Nebraska Revised Statutes is automatically changed to conform to that law to the most limited extent. The terms of this policy will not otherwise be waived or changed except by endorsement to the policy.

Subsection 1. in section "I. Definitions" of the policy is amended as follows:

"Allied health professional" is modified by deleting CRNAs/Nurse Anesthetists. CRNAs/Nurse Anesthetists will be covered as named insureds if listed on the Declaration Pages or by endorsement.

Subsection 16 in section "I. Definitions" of the policy, is modified by deleting paragraph 16 and replacing it with the following:

16. **"Medical incident"** means any alleged act or omission in furnishing or delivery of medical services, by you or any person under your control and supervision.
 - a. Multiple acts or omissions related to your provision, furnishing or delivery of medical services in a continuing course of care that result in injury or damages to a claimant will be considered one medical incident only.

Subsection 2 of section J. Notice, Cancellation and Non-renewal of this policy is replaced with the following:

2. We may cancel this policy by providing written notice of cancellation at least sixty (60) days prior to the effective date of cancellation. However, if we cancel for nonpayment of premium, notice will be at least thirty (30) days before the effective date of cancellation.

After subsection 7 in section J. Notice, Cancellation and Non-renewal of this policy, the following subsection 8 is added:

8. All notices will be sent by us by first-class mail to the first named insured. Proof of such mailing will be proof of notice.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED



Countersigned by Authorized Representative



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CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

Consultants in Infectious Disease L.L.C.
1500 S 48th St
Ste 506
Lincoln, NE 68506-1279

INSURED

Consultants in Infectious Disease L.L.C.
1500 S 48th St
Ste 506
Lincoln, NE 68506-1279

Group Name: Consultants in Infectious Disease L.L.C.

This Certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance the company does not alter, change, modify or extend the provisions of said policy and does not waive any of its rights thereunder. COPIC extends blanket coverage to an employee or authorized volunteer worker (an "insured") of the named insured while working under the direct supervision of the named insured and within the scope of their assigned duties. However, "employee" or "volunteer worker" does not include:

- Acupuncturists, Advanced Practice Nurses, Aestheticians, Anesthesiologist Assistants, Child Health Associates, Clinical Nurse-Specialists, CRNA/Nurse Anesthetists, Cytotechnologists, Electrologists, Emergency Medical Techs, Endermologists, Laser Technicians, Microdermabrasionists, Nurse Clinicians, Nurse Midwives, Nurse Practitioners, Optometrists, Orthopaedic Physician Assistants, Pharmacists, Physician Assistants, Physicists, Physiologists, Psychologists, Psychotherapists, Radiology Practitioner Assistants, Surgical Assistants, Surgical Technicians

or any other allied health professional performing highly-skilled health care services or procedures even if they are employees unless the individual or the position is listed on the declaration page(s) and in that event, an employee or volunteer listed on the declaration page(s) shall be treated as an "insured" for coverage purposes. Each "Insured" shall share limits with others, as provided in the Policy. Because we cover certain types of "Insureds" on an automatic and blanket basis, we are unable to verify coverage for an individual who is not in one of the allied health specialties identified above.

POLICY NUMBER: PCN0000149

RETRO DATE: 01/01/1999

POLICY TERM: 07/01/2017 to: 07/01/2018

LIMITS OF LIABILITY:

Per Medical Incident/Peer Review Incident\$ 500,000
Annual Aggregate\$ 1,000,000

SPECIALTY: Entity/Corp Specialty

Dated at: Denver, Colorado

Date: May 31, 2017

Handwritten signature and text: Countersigned by Authorized Representative



CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

Julie A. Pew
1500 S 48th St
Ste 506
Lincoln, NE 68506-1279

INSURED

Julie A. Pew
1500 S 48th St
Ste 506
Lincoln, NE 68506-1279

Group Name: Consultants in Infectious Disease L.L.C.

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance, the company does not alter, change, modify or extend the provisions of said policy and does not waive any of its rights thereunder.

The insured shares limits with others, as provided in the policy.

POLICY NUMBER: PCN0000149

RETRO DATE: 09/01/2015

POLICY TERM: 07/01/2017 to: 07/01/2018

LIMITS OF LIABILITY:

Per Medical Incident/Peer Review Incident: \$ 500,000
Annual Aggregate: \$ 1,000,000

SPECIALTY: Nurse Practitioner

Dated at: Denver, Colorado

Date: May 31, 2017

Countersigned by Authorized Representative



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CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

Cynthia S. Pieper
7600 Blanchard Blvd
Lincoln, NE 68516-6626

INSURED

Cynthia S. Pieper
7600 Blanchard Blvd
Lincoln, NE 68516-6626

Group Name: Consultants in Infectious Disease L.L.C.

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance, the company does not alter, change, modify or extend the provisions of said policy and does not waive any of its rights thereunder.

The insured shares limits with others, as provided in the policy.

POLICY NUMBER: PCN0000149

RETRO DATE: 06/15/2015

POLICY TERM: 07/01/2017 to: 07/01/2018

LIMITS OF LIABILITY:

Per Medical Incident/Peer Review Incident: \$ 500,000

Annual Aggregate: \$ 1,000,000

SPECIALTY: Physician Assistant

Dated at: Denver, Colorado

Date: May 31, 2017

Countersigned by Authorized Representative



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CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

Steven E. Rademacher, M.D.
1500 S 48th St
Ste 506
Lincoln, NE 68506-1279

INSURED

Steven E. Rademacher, M.D.
1500 S 48th St
Ste 506
Lincoln, NE 68506-1279

Group Name: Consultants in Infectious Disease L.L.C.

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance, the company does not alter, change, modify or extend the provisions of said policy and does not waive any of its rights thereunder.

POLICY NUMBER: PCN0000149

RETRO DATE: 11/01/1997

POLICY TERM: 07/01/2017 to: 07/01/2018

LIMITS OF LIABILITY:

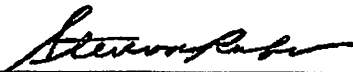
Per Medical Incident/Peer Review Incident: \$ 500,000

Annual Aggregate: \$ 1,000,000

SPECIALTY: Internal Med.-Infectious Diseases

Dated at: Denver, Colorado

Date: May 31, 2017


Countersigned by Authorized Representative



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CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

James J. Nora, JRM.D.
1500 S 48th St
Ste 506
Lincoln, NE 68506-1279

INSURED

James J. Nora, JRM.D.
1500 S 48th St
Ste 506
Lincoln, NE 68506-1279

Group Name: Consultants in Infectious Disease L.L.C.

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance, the company does not alter, change, modify or extend the provisions of said policy and does not waive any of its rights thereunder.

POLICY NUMBER: PCN0000149

RETRO DATE: 07/01/2002

POLICY TERM: 07/01/2017 to: 07/01/2018

LIMITS OF LIABILITY:

Per Medical Incident/Peer Review Incident: \$ 500,000
Annual Aggregate: \$ 1,000,000

SPECIALTY: Internal Med.-Infectious Diseases

Dated at: Denver, Colorado

Date: May 31, 2017


Countersigned by Authorized Representative



FORMS INDEX

Policy Number: PCN0000149 **Effective Date:** 07/01/2017 **Named Insured:** Consultants in Infectious Disease L.L.C.

All forms listed below form a part of the policy to which they are attached effective on the inception date of the policy:

<u>FORM ID</u>		<u>FORM DESCRIPTION</u>	<u>RECORD COUNT</u>
MPLI Policy Form	10/16	Policy Language	
CIC-DEC	10/16	Declarations For Nebraska	1
INDEX	01/14	Forms Index	1
CIC-STATESPECNE	10/16	State Specific Amendment of Policy Provisions - NE	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: Rebecca Kempston PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-483-7977 E-MAIL ADDRESS: rkempston@insproins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>CNA Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	CNA Insurance Co.		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Consultants In Infectious Disease LLC 1500 S 48th St. # 506 Lincoln, NE 68506																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4017554226	07/01/2017	07/01/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/PROP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			4017554274	07/01/2017	07/01/2018	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			4017554257	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Lancaster County General Assistance Department 3140 N Street, Suite 2106 Lincoln, NE 68510	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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