

AGREEMENT

THIS AGREEMENT is entered into by and between Jose Gary B. Nadala, MD, (hereinafter referred to as "the Contractor") and the County of Lancaster, Nebraska (hereinafter referred to as "the County").

WHEREAS, the County, through the Mental Health Crisis Center (hereinafter referred to as "Crisis Center") presently provides mental health services to citizens of Lancaster County;

WHEREAS, the County is desirous of the professional services of a Psychiatrist on an as needed, on call, basis to provide backup coverage for the Mental Health Crisis Center ("Crisis Center");

WHEREAS, Contractor is a Psychiatrist who is qualified to provide the County with the services of a Doctor of Medicine with psychiatric specialization and he wishes to contract with the County for the provision of these services; 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 length of this Agreement shall be from November 1, 2017, through June 30, 2018, unless terminated by either party pursuant to Paragraph 11 of this Agreement.

2) Purpose. The purpose of this Agreement is to provide a Doctor of Medicine with psychiatric specialization to assist in the provision of psychiatric services at the Crisis Center.

3) Responsibilities. Upon request by the County, the Contractor shall provide the County with psychiatric services for the Crisis Center. Contractor will provide coverage over a twenty-four hour (24) time period when contacted and requested by the Director of the Crisis Center.

4) Licensing. The Contractor agrees that he is and will continue to be a duly licensed Psychiatrist, licensed to practice in the State of Nebraska the services for which the County is being provided. The Contractor further warrants that should he lose his license, he will immediately notify the County and the Crisis Center. Should the Contractor lose his license or be de-certified, the parties agree that the County may terminate this Agreement immediately.

5) Compensation.

A. The County will pay the Contractor Seven Hundred twenty five Dollars (\$725.00) per twenty-four (24) hour time period of coverage. These amounts are only to be paid upon presentment of a statement for reimbursement and documentation that services have been provided pursuant to this Agreement.

Statements will be submitted to the County for review prior to any payment for services.

- B. The Contractor agrees that he shall not be paid until services have been provided to the County. The parties agree that compensation is not, nor shall it be deemed, a retainer.
- C. It is understood and agreed that the amount stated above shall represent total reimbursement for the services provided under the terms of this contract. Neither the County nor the Crisis Center 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.

6) 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.

7) Assignment. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.

8) Hold Harmless. Contractor shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Contractor, its employees, agents, or representatives, either directly or indirectly employed by them. This section will not require Contractor to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.

9) 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.

10) 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.

11) Termination. This Agreement may be terminated at any time by either party giving thirty (30) days written notice. 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 contract immediately upon written notice to the Contractor.

12) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska without respect to its conflict of laws principles.

13) 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. The Contractor agrees to comply with the terms of Attachment "A," which is attached hereto and incorporated by this reference.

14) Insurance.

Malpractice and Professional Liability Insurance. The Contractor shall purchase and maintain during the term of this Agreement, Malpractice and Professional Liability Insurance for the Physician with base insurance coverage of \$500,000 per occurrence and an aggregate limit of \$1,000,000 and shall qualify for maximum qualification under the Nebraska Medical and Hospital Liability Act, Neb. Rev. Stat. § 44-2801 et. seq.

Workers' Compensation Insurance: The Contractor does not maintain Workers' Compensation Insurance and thus Contractor agrees that Contractor alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third party.

15) Employee Verification. 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.

16) Forbearance Not Waiver. County's failure or neglect to enforce any of its rights

under this Agreement will not be deemed to be a waiver of County's rights.

17) 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 regarding the subject matter of this Agreement whether verbal or written. This Agreement may be modified, altered, or amended only by written instrument executed by both parties subsequent to the execution of this Agreement.

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 Contractor.

EXECUTED this 31 day of October, 2017, by Contractor.

BY: [Signature]
NAME: Jose Gary B. Nadab
TITLE: Psychiatrist

EXECUTED this _____ day of _____, 2017, by Lancaster County, Nebraska.

BY: BY: THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of _____, 2017.

Deputy County Attorney for
JOE KELLY, County Attorney



ALLIED WORLD INSURANCE COMPANY
 A stock insurance company, incorporated under the laws of New Hampshire
 1690 New Britain Avenue, Suite 101, Farmington, CT 06032 (1-800-421-6694)

CLAIMS-MADE PSYCHIATRISTS' PROFESSIONAL AND BUSINESS LIABILITY POLICY

1/17/16-A

THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY

023

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

POLICY NO: 0001-4550

DECLARATIONS

ACCOUNT NO: NE-NADJ222-0 04990180
 ITEM 1. (b) ADDITIONAL NAMED INSURED:

ITEM 1. (a) NAME AND ADDRESS OF INSURED:

JOSE GARY B. NADALA, MD
 2222 S 16TH ST STE 330
 LINCOLN, NE 68503

TYPE OF ORG: Individual

ITEM 2. ADDITIONAL INSURED:

ITEM 3. POLICY PERIOD: FROM: 01/01/17 TO: 01/01/18
 12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:
 (a) \$ 2,000,000 PER-CLAIM-INSURING AGREEMENT A. (c) \$ 4,000,000 AGGREGATE
 (b) \$ 2,000,000 PER-CLAIM-INSURING AGREEMENT B.(1) and B.(2) (d) \$ 50,000 PER PROCEEDING

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
Base Rate		5,000.00	
JOSE GARY B. NADALA, MD			
Child Discount	15 %		
Scheduled Rating Claims free	10 %		
Defense Limit charge			
INSURED TOTAL			3,825.00
TOTAL PREMIUM:			3,825.00

ITEM 6. RETROACTIVE DATE: 01/01/09

ITEM 7. EXTENDED REPORTING PERIOD
 ADDITIONAL PREMIUM (if exercised): \$ 7,650.00

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY

APA-PSYC 00004 00 (11/14) APA 00142 26 (11/14)
 APA 00102 00(11 /14)

APA-PSYC 00001 00 (11/14) THIS IS NOT A BILL. PREMIUM HAS BEEN PAID

AUTHORIZED COMPANY REPRESENTATIVE
 American Professional Agency * 95 Broadway, Amityville, NY 11701



ALLIED WORLD INSURANCE COMPANY
 A stock insurance company, incorporated under the laws of New Hampshire
 1690 New Britain Avenue, Suite 101, Farmington, CT 06032 (1-800-421-6694)

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ITEM 1. (b) ADDITIONAL NAMED INSUREDS:

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 2222 S 16TH ST STE 330
 LINCOLN, NE 68503

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APA-PSYC 00001 00(11/14) THIS IS NOT A BILL. PREMIUM HAS BEEN PAID

AUTHORIZED COMPANY REPRESENTATIVE
 American Professional Agency * 95 Broadway, Amityville, NY 11701

Account Number: NE NADJ 2220

Date: 11/11/16 Initials: KELLYG

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:

JOSE GARY B. NADALA, MD
2222 S 16TH ST STE 330
LINCOLN NE 68503

Additional Named Insureds:

Type of Work Covered: PROFESSIONAL PSYCHIATRIST

Location of Operations: N/A
(If different than address listed above)

Claim History:

Retroactive date is 01/01/2009

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	0001-4550	1/01/17	1/01/18	2,000,000 4,000,000

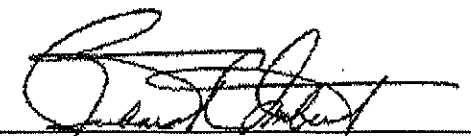
NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:

Name: JOSE GARY B. NADALA, MD
2222 S 16TH ST STE 330

Address: LINCOLN NE 68503
APA 00138 00 (06/2014)


Authorized Representative