

**SERVICE CONTRACT  
LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT**

**I. INTRODUCTION**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Lincoln-Lancaster County Health Department, hereinafter called "Department", and Consultants in Infectious Disease, LLC, hereinafter called "Physician" with a place of business at 1500 South 48<sup>th</sup> Street, Lincoln, NE 68506, Phone - 489-1110.

Whereas, the public health programs conducted by the Department involve services requiring supervision by a person with a current Nebraska medical license; considerable knowledge of the principles and practices of modern medicine as it relates to a general practice; knowledge of the principles and practices of preventive medicine; skill in treating people with diseases that could have been avoided had their lifestyle been consistent with good public health practices; ability to apply professional methods and techniques to the diagnostic treatment and care of the physically ill; ability to maintain effective working relationships with patients and associates, and

Whereas, the Health Director, not being a graduate of a medical school, is unavailable to perform such services.

**II. SERVICES**

The Parties agree:

- A. The Physician will serve as Medical Consultant to the Health Director. The Physician, at the request of the Health Director will:
1. Provide or authorize clinical, nursing, and epidemiological procedures and standing orders.
  2. Authorize any variations from established protocols and procedures following a review prior to implementation.
  3. Provide assistance to the Health Director in maintaining liaison with the County Medical Society, State Department of Health and Human Services, State Department of Agriculture, Lincoln Public Schools, and other appropriate entities.
  4. Attend Board, departmental, advisory committee, and staff meetings, and contribute medical opinions as necessary.
  5. Assist in presentation of specific in-service training topics.
  6. Make public speaking engagements.
  7. Provide medical input in the development of departmental policies and procedures relative to epidemiology, communicable disease control, preventive health and

other related public health services.

8. Operate as a member of the Department's epidemiological team and provide assistance as needed.
  9. Assist in other areas as agreed upon by the physician and Health Director.
  10. Provide telephone consultation to staff as needed.
- B. When providing services under this agreement, the Physician shall personally contact the Health Director's Office at least once each week and be available to receive and answer phone calls. Contact should be made at the office with the Health Director and his/her designee or appraisal of any specific problems or issues. The Physician shall provide information indicating where he may be readily contacted during normal working hours and shall maintain an answering service for after hours contacts.
- C. The Physician will be expected to render the professional services outlined above in accordance with established rules, regulations, and under the administrative direction of the Health Director.
- D. Whenever the Physician will be unavailable for the provision of the above duties and/or for telephone consultation for other situations that may arise and need immediate medical advice regular communication will be between the Physician and the Health Director. When there is question about whether the physician is physically able to perform his duties, the Health Director may request a physician's statement confirming his fitness. The number of contacts will be reasonable in nature with an average time commitment of 4-6 hours per week. If the average time commitment exceeds 4-6 hours per week, the additional time commitment will be subject to further negotiations.

### **III. TERM-COMPLETION**

The term of this Agreement shall be for a period of three (3) years and will begin on July 1, 2016 and shall end June 30, 2019. This Agreement may be terminated by either party for substantial breach by the other party, upon at least thirty (30) days written notice. Upon termination, payment made by the city should be prorated to pay for the amount of services provided by Physician. Physician shall return the remaining amount to the City within 30 days.

### **IV. COMPENSATION**

In consideration of the services to be performed by the Physician, the Department will pay to the Physician \$26,851.00. The annual payment shall be payable within the first two weeks of the period of the contract, July 15, 2016 for the July 1, 2016 - June 30, 2017 contract year. Compensation for the July 1, 2017 - June 30, 2018 contract year will be \$27,388.00, payable by July 15, 2017. Compensation for the July 1, 2018 - June 30, 2019 contract year will be \$27,936.00, payable by July 15, 2018.

Approved terms as of 4/1/08

## **V. TERMINATION FOR CONVENIENCE**

Either party has the right to terminate this Agreement for any reason for its own convenience. If a party terminates this Agreement for convenience, the party shall provide a thirty (30) day written notice of the same to the other party, and this Agreement shall terminate without penalty or expense to either party. Upon termination, payment made by the City should be prorated to pay for the amount of services provided by Physician, Physician shall return the remaining amount to the City within thirty (30) days.

## **VI. TERMINATION FOR BREACH**

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice. Upon termination, payment made by the city should be prorated to pay for the amount of services provided by Physician, Physician shall return the remaining amount to the City within thirty (30) days.

## **VII. LACK OF FUNDING TERMINATION**

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, released, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, the City shall immediately notify the Physician, and this Agreement shall terminate without penalty or expense to the City. Upon termination, payment made by the City should be prorated to pay for the amount of services provided by Physician, Physician shall return the remaining amount to the City within thirty (30) days.

## **VIII. DUTIES GENERALLY**

Physician agrees as follows:

1. To timely and professionally complete the Services as described above, and to furnish all labor, materials, equipment, and pay all costs, including any taxes, to complete the Services, unless specifically provided otherwise in this Agreement.
2. To furnish everything reasonably necessary to complete the Services unless specifically provided otherwise in this Agreement.
3. To apply for and obtain any and all necessary permits, certifications, licenses, variances, certifications and approvals required by any applicable law or regulations that relate to Physician or the Services.
4. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.
5. Provide only trained, qualified employees to provide Services. These employees shall be under the supervision of Physician at all times. All physicians providing services under this Agreement shall have a current, Nebraska medical license.

Approved terms as of 4/1/08

## IX. PRIVACY

### A. Privacy Rule

1. Physician, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA") and the American Recovery and Reinvestment Act of 2009 (ARRA), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed, or learned as a result of the Services provided hereunder. In conformity therewith, Physician agrees that it will:

(a) Not use or further disclose PHI except as permitted under this Agreement or required by law;

(b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

(c) To mitigate, to the extent practicable, any harmful effect that is known to Physician of a use or disclosure of PHI by Physician in violation of this Agreement;

(d) Report to the Lincoln Lancaster County Department of Health ("Health Department") any use or disclosure of PHI not provided for by this Agreement of which Physician becomes aware;

(e) Ensure that any agents or subcontractors to whom Physician provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Physician with respect to such PHI;

(f) Make PHI available to Health Department upon request of an individual who has a right of access as required under HIPAA within thirty (30) days of the request by Health Department regarding the individual;

(g) Incorporate any amendments to PHI when notified to do so by Health Department;

(h) Provide an accounting of all uses or disclosures of PHI made by Physician as required under the HIPAA privacy rule within sixty (60) days;

(i) Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Health Department's compliance with HIPAA; and

(j) At the termination of this Agreement, return or destroy all PHI received from, or created or received by Physician on behalf of Health Department, and, if return is not feasible, the protections of this agreement will extend to such PHI.

2. The specific uses and disclosures of PHI that may be made by Physician on behalf of Health Department include those Services enumerated within this Agreement.

### B. Security Rule:

1) Physician, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA") and the ARRA, regarding the security of electronic protected health information ("e-PHI") that is Approved terms as of 4/1/08

received as a result of the Services provided hereunder. In conformity therewith, Physician agrees that it will:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the regulations;
- (b) Ensure that any agent of Physician, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect protected health information; and
- (c) Report to the Health Department any security incident of which it becomes aware.

C. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by the City, in its sole discretion, if the City determines that Physician has violated a term or provision of this Agreement pertaining to Physician's obligations as a Business Associate of the City, or if Physician engages in conduct which would, if committed by the City, result in a violation of the HIPAA privacy rule or HIPAA security rule by the City.

## **X . TRADE PRACTICES**

Physician represents to the City that the services to be performed under this Agreement shall be in accordance with accepted and established practices and procedures recognized as such in Physician's trade in general and the Physician's services shall conform to the requirements of this Agreement.

## **XI . INDEPENDENT CONTRACTOR**

The City is interested only in the results produced by this Agreement. Physician shall perform as an independent contractor and it is expressly understood that the Physician and Physician's employees, or anyone directly or indirectly employed by Physician, or anyone for whose acts any of them may be liable, are not employee(s) of the City and are not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

Physician covenants that it has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Physician further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by it under this Agreement.

## **X II. INDEMNIFICATION**

To the fullest extent permitted by law, Physician shall indemnify defend and Hold Harmless the City its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any Claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of Approved terms as of 4/1/08

tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of Physician or Physician employees, or anyone directly or indirectly employed by Physician, or anyone for whose acts any of them may be liable. This section shall not require Physician to indemnify or Hold Harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. This section survives any termination of this Agreement.

### **XIII. INSURANCE**

In this connection with this Agreement, Physician shall carry insurance in the following kinds and minimum limits as indicated:

1. General Liability Insurance shall be maintained during the life of this contract, naming and protecting Physician and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Physician and Physician's employees, or those directly or indirectly employed by Physician. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
  - a. All acts or omission- \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
  - b. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
  - c. Personal Injury Damage - 1,000,000 each Occurrence; and
  - d. Contractual Liability - 1,000,000 each Occurrence; and
  - e. Products Liability and Completed Operations - 1,000,000 each Occurrence
2. Physician shall provide a Certificate of Insurance for its General Liability Insurance and naming the City of Lincoln as an additional insured. This Certificate shall be attached to this Agreement.
3. During the term of this Agreement, Physician shall maintain as its own expense the following professional liability insurance for Physician and Physician's employees, or those directly or indirectly employed by Physician (as required by the Nebraska Hospital-Medical Liability Act—~~§~~)
  - a. Professional liability insurance or self insurance coverage in the amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate and umbrella coverage extending such professional liability to an annual aggregate of not less than \$1,750,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act covering its employees and medical residents for claims under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged malpractice, professional negligence, failure to provide care, breach of contract or other claim based upon failure to obtain informed consent for an operation of treatment; and
  - b. Professional liability insurance or self insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering

Approved terms as of 4/1/08

employees and medical residents for claims not falling under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged errors or omissions or negligent acts in the performance of professional services rendered or that should have been rendered.

4. Physician is required to provide the City with thirty day notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

#### **XIV. AUDIT PROVISION**

The Program Provider shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

#### **XV . FAIR EMPLOYMENT PRACTICES**

Physician shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and *Nebraska Revised Statutes* §48-1122, as amended.

#### **XVI . FAIR LABOR STANDARDS**

Physician shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, *Nebraska Revised Statutes*, as amended.

#### **XVII. NEBRASKA LAW**

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

#### **XVIII. INTEGRATION, AMENDMENTS, ASSIGNMENT**

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

#### **XIX. SEVERABILITY & SAVINGS CLAUSE**

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement. Approved terms as of 4/1/08

Agreement shall not invalidate any other section or subdivision of a section thereof.

**XX. ELIGIBILITY TO WORK**

Program Provider and their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing within the State of Nebraska pursuant to Neb.Rev.Stat. §4-108 and §4-114 as amended.

**XXI. CAPACITY**

The undersigned person representing physician does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind LLC to this Agreement.

IN WITNESS WHEREOF, Consultants in Infectious Disease, LLC, and the City do hereby execute this Agreement.

BY: *S. E. Rademacher MD*  
Steven E. Rademacher, MD  
Consultants in Infectious  
Disease, LLC  
1500 South 48<sup>th</sup> Street, #506  
Lincoln, NE 68506

\_\_\_\_\_  
Chris Beutler  
Mayor of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508

DATE: 5-23-16

DATE: \_\_\_\_\_

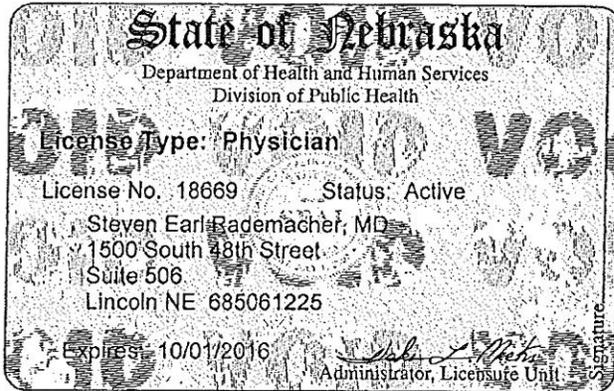


**Nebraska Department of Health and Human Services  
Division of Public Health**

Licensure Unit • P.O. Box 94986 • Lincoln, NE 68509-4986

**ADDRESS CHANGE FORM**

<u>Name</u>				
	First	Middle	Maiden	Last
<u>Old Address</u>				
	Street	City	State	Zip
<u>New Address</u>				
	Street	City	State	Zip
<u>License/Certificate/Registration No.</u>			<u>Profession</u>	
<u>Signature</u>				



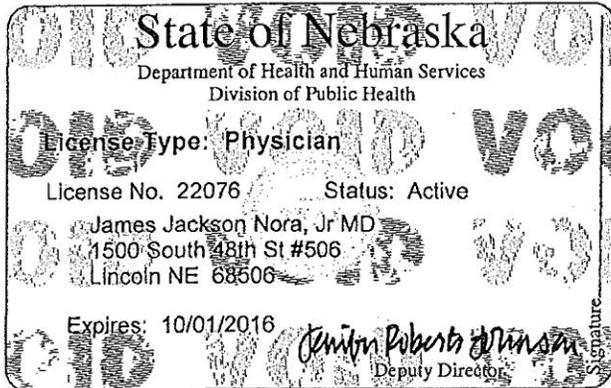
- Please find enclosed your small-sized licensure/certification/registration card, which shows the expiration date. You will be sent written notification of the need to renew your license/certificate/registration at least 30 days in advance of the expiration date.
- Please submit to the Licensure Unit any change of address so that information may promptly reach you.
- You may update your address at [http://dhhs.ne.gov/publichealth/pages/crl\\_crindex.aspx](http://dhhs.ne.gov/publichealth/pages/crl_crindex.aspx)
- If you have a name change or lose your card, please contact the Licensure Unit at 402-471-2115.

Nebraska Department of Health and Human Services  
Division of Public Health

Licensure Unit • P.O. Box 94986 • Lincoln, NE 68509-4986

ADDRESS CHANGE FORM

<u>Name</u>				
First	Middle	Maiden	Last	
<u>Old Address</u>				
Street	City	State	Zip	
<u>New Address</u>				
Street	City	State	Zip	
<u>License/Certificate/Registration No.</u>			<u>Profession</u>	
<u>Signature</u>				



- Please find enclosed your small-sized licensure/certification/registration card, which shows the expiration date. You will be sent written notification of the need to renew your license/certificate/registration at least 30 days in advance of the expiration date.
- Please submit to the Licensure Unit any change of address so that information may promptly reach you.
- You may update your address at [http://dhhs.ne.gov/publichealth/pages/crl\\_crlindex.aspx](http://dhhs.ne.gov/publichealth/pages/crl_crlindex.aspx)
- If you have a name change or lose your card, please contact the Licensure Unit at 402-471-2115.

State of Nebraska  
Department of Health and Human Services  
Division of Public Health  
License Type: APRN-Nurse Practitioner  
License No. 110352 Status: Active  
Julie Ann Pew  
3720 S 35th ST  
Lincoln NE 68506  
Expires: 10/31/2016  
*Clinton Roberts Hanson*  
Deputy Director  
Signature

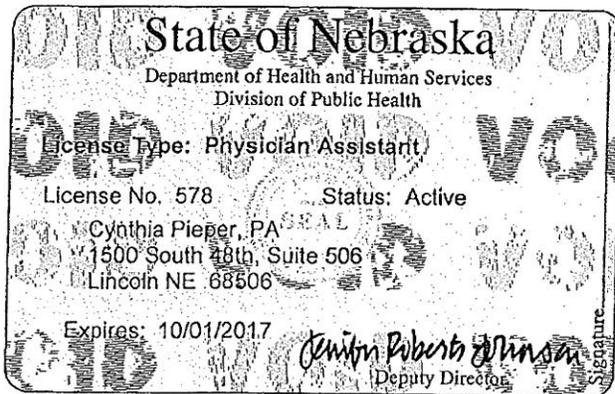
State of Nebraska  
Department of Health and Human Services  
Division of Public Health  
License Type: Registered Nurse  
Multi-State  
License No. 56600 Status: Active  
Julie Ann Pew  
3720 S 35th ST  
Lincoln NE 68506  
Expires: 10/31/2016  
*Clinton Roberts Hanson*  
Deputy Director  
Signature

Nebraska Department of Health and Human Services  
Division of Public Health

Licensure Unit • P.O. Box 94986 • Lincoln, NE 68509-4986

ADDRESS CHANGE FORM

<u>Name</u>				
First	Middle	Maiden	Last	
<u>Old Address</u>				
Street	City	State	Zip	
<u>New Address</u>				
Street	City	State	Zip	
<u>License/Certificate/Registration No.</u>			<u>Profession</u>	
<u>Signature</u>				



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- If you have a name change or lose your card, please contact the Licensure Unit at 402-471-2115.



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**

June 5, 2015

Consultants in Infectious Disease, L.L.C.  
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 20% premium that needs to be paid to the Fund.

<b>Table One Physician/Employee/Entity</b>	<b>Effective Dates</b>	<b>Individual Premium</b>	<b>Retro Date</b>	<b>20% Fund Premium</b>
Consultants in Infectious Disease, L.L.C.	07/01/2015 - 07/01/2016	\$479	01/01/1999	\$96
Jones, Shelly D., M.D.	07/01/2015 - 07/01/2016	\$2,804	09/19/2005	\$561
Nora, James J., Jr., M.D.	07/01/2015 - 07/01/2016	\$2,639	07/01/2002	\$528
Pieper, Cynthia S	07/01/2015 - 07/01/2016	N/C	06/15/2015	N/C
Rademacher, Steven E., M.D.	07/01/2015 - 07/01/2016	\$2,639	11/01/1997	\$528

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.

Sincerely,

Janel Loud-Mahany, AIS  
Director  
Underwriting and Policyholder Service Department

JLM/cn



**FORMS INDEX**

**Policy Number:** PCN0000149      **Effective Date:** 07/01/2015      **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>
CIC-DEC	01/14	Declarations For Nebraska	1
CIC-INDEX	01/14	Forms Index	1
CIC-STATESPECNE	01/14	State Specific Amendment of Policy Provisions - NE	1

**DECLARATION PAGES**

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: 07/01/2015 to 07/01/2016  
 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 <b>named insured</b>  \$50,000 annual aggregate per individual <b>allied health professional</b>  \$50,000 combined annual aggregate for all insured <b>professional corporations</b> listed on the Declaration Pages or <b>endorsement</b>  \$150,000 <b>policy</b> aggregate; Aggregate <b>policy</b> limit subject to all other terms and conditions
C. Peer Review Incident.....	\$unlimited per individual <b>named insured</b>
D. Cyber Liability .....	\$100,000 per individual <b>named insured</b> 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 <b>medical incident</b> \$1,000,000 annual aggregate	\$479
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
		Premium
	Annual Premium	\$479

**Named Insured:** Shelley D. Jones, M.D.**Retroactive Date:** 09/19/2005

Specialty/Classification: Internal Med.-Infectious Diseases

Loss Free Credit 10.00%, Society Membership 5.00%, COPIC Points - Preferred Class 5.00%

Coverage(s)	Limits of Liability	Premium
A. Professional Liability:	\$500,000 each <b>medical incident</b> \$1,000,000 annual aggregate	\$2,804
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
		Premium
	Annual Premium	\$2,804

**Named Insured:** James J. Nora, JRM.D.**Retroactive Date:** 07/01/2002

Specialty/Classification: Internal Med.-Infectious Diseases

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

Coverage(s)	Limits of Liability	Premium
A. Professional Liability:	\$500,000 each <b>medical incident</b> \$1,000,000 annual aggregate	\$2,639
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
		Premium
	Annual Premium	\$2,639

**Named Insured:** Steven E. Rademacher, M.D.**Retroactive Date:** 11/01/1997

Specialty/Classification: Internal Med.-Infectious Diseases

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

Coverage(s)	Limits of Liability	Premium
A. Professional Liability:	\$500,000 each <b>medical incident</b> \$1,000,000 annual aggregate	\$2,639
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
		Premium
	Annual Premium	\$2,639

Policy Number: PCN0000149

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

**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

Cynthia S Pieper

Retroactive Date: 06/15/2015

Specialty/Classification: Physician Assistant

Premium

Annual Premium

\$0

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**Total Annual Policy Premiums**

**\$8,561**

By acceptance of this policy, the named insureds and additional insureds warrant and 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.



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Countersigned by Authorized Representative

CIC-DEC

Rev 1/14

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



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: 07/01/2015

Policy Term: From: 07/01/2015 to: 07/01/2016

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

Section C. of the **policy**, "Exclusions," paragraph 4 is deleted and replaced with the following:

- 4. Any claim for **sexual misconduct** or intentional transmission of communicable or sexually transmitted disease by any insured.

Section D of the **policy**, "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**.

Section F. of this **policy**, "Limits of Insurance Liability," paragraph 4 is replaced with the following:

- 4. Under no circumstances are we obligated to pay for any **claim**, suit, judgment, settlement, appeal, or **defense costs** after the applicable limits of liability have been exhausted by payment of judgments or settlements covered by this **policy**.

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 you were not qualified under the Nebraska Excess Liability Fund, either because there exists a "gap" in your Fund coverage, or because you failed to purchase an extended reporting period **endorsement** (a "tail policy") from the Nebraska Excess Liability Fund, we will pay no more than:

\$200,000 for a covered **medical incident** for care provided before January 1, 2005, and governed by Nebraska law; or

\$500,000 for a covered **medical incident** for care provided on and after January 1, 2005, and governed by Nebraska law.

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 incurred by us.

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 13 in section "I. Definitions" of the policy, is modified by deleting paragraph 13 and replacing it with the following:

13. "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. in section "J. Notice, Cancellation and Non-Renewal" of the policy is replaced with the following:

2. We may cancel this policy by mailing by certified or registered mail to the first named insured, written notice of cancellation at least sixty (60) days prior to the effective date of cancellation and stating the effective date. A copy will also be provided to the Director of Insurance and to any State licensing agency when required. Proof of such mailing will be proof of notice. However, if we cancel for nonpayment of premium, notice will be at least thirty (30) days before the effective date of cancellation.
3. We may also cancel this policy for one of the following reasons:
  - a. Nonpayment of premiums;
  - b. If you obtained the policy through a material misrepresentation;
  - c. If you submitted a fraudulent claim;
  - d. If you violated any of the terms or conditions of the policy; or
  - e. If you no longer participate in the Nebraska Excess Liability Fund.

Subsections 5., 6., and 7. in section "J. Notice, Cancellation and Non-Renewal" of the policy are replaced with the following:

5. If we elect not to renew your policy, we will mail to the first named insured a notice of non-renewal at least sixty (60) days in advance of the termination date stating the specific reasons for non-renewal. This sixty (60) day notice provision will not apply if you have failed to pay a premium deposit required for renewal.
6. If we elect not to renew an individual insured, we will mail to the first named insured and the individual insured a notice of non-renewal at least sixty (60) days in advance of the termination date. This sixty (60) day notice provision will apply if you have failed to pay a premium deposit required for renewal.
7. If we intend to increase the premium or decrease the policy coverage upon renewal, we will provide notice to the first named insured at least sixty (60) days in advance of the renewal date with explanation of such change.

Nothing contained in this endorsement shall alter, vary, waive, reduce or extend any of the terms, conditions, agreements or declarations contained in the policy to which this endorsement applies, except as stated in the endorsement itself. Any provision in this policy or endorsement which limits or modifies the liability of the insurer contrary to the provisions of the Nebraska Hospital-Medical Liability Act shall be void.



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: 07/01/2015 to: 07/01/2016

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: June 05, 2015

[Signature]
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: 07/01/2015 to: 07/01/2016

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: June 05, 2015

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: 07/01/2015 to: 07/01/2016

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: June 05, 2015

Countersigned by Authorized Representative



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CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER \_\_\_\_\_

Shelley D. Jones, M.D.  
1500 S 48th St  
Ste 506  
Lincoln, NE 68506-1279

INSURED \_\_\_\_\_

Shelley D. Jones, 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: 09/19/2005

POLICY TERM: 07/01/2015 to: 07/01/2016

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: June 05, 2015

Countersigned by Authorized Representative



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 \_\_\_\_\_

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: 06/15/2015 to: 07/01/2015

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 28, 2015

Countersigned by Authorized Representative

# STATE OF NEBRASKA

DEPARTMENT OF INSURANCE

Bruce R. Ramage  
Director



Pete Ricketts  
Governor

June 15, 2015

CONSULTANTS IN INFECTIOUS DISEASE L.L.C.  
1500 SOUTH 48TH STREET  
SUITE 506  
LINCOLN NE 68506

RE: Nebraska Hospital-Medical Liability Act  
See Attached List

Dear Healthcare Provider:

On June 12, 2015, we received \$1,713.00, which represents 20% of the premium which you are being charged by COPIC Insurance Company for \$500,000/\$1,000,000 limits coverage. Your renewal coverage with the Act is effective from July 1, 2015 to July 1, 2016. It will be necessary to requalify each policy period.

As a reminder, a qualified health care provider shall post and keep posted in a suitable location where all patients may easily see it, a sign of the size and type prescribed by the Director stating they have qualified under the provisions of the Nebraska Hospital-Medical Liability Act 44-2821(4).

If you have any questions regarding this transaction or the Act, you can contact me at (402) 471-2201 or [stephanie.hobelman@nebraska.gov](mailto:stephanie.hobelman@nebraska.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Hobelman".

Stephanie Hobelman, CISR, CIC  
Insurance Analyst  
Nebraska Excess Liability Fund

Additional Addressees:

CONSULTANTS IN INFECTIOUS DISEASE L.L.C.  
SHELLEY D JONES MD  
JAMES NORA, MD  
STEVEN E RADEMACHER, MD

**COPIC Policyholder Services**

May 16, 2016

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

Re: PCN0000149

Dear Doctors:

***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**

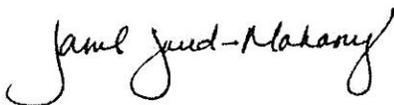
I am pleased to inform you that we have completed the renewal process for your COPIC Medical Professional Liability Insurance Policy. Please accept this letter as confirmation that the individuals named below have been approved for professional liability coverage with COPIC. For your information and 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 22% premium that needs to be paid to the Fund.

<b>Table One Physician/Employee/Entity</b>	<b>Effective Dates</b>	<b>Individual Premium</b>	<b>Retro Date</b>	<b>22% Fund Premium</b>
Consultants in Infectious Disease, LLC	07/01/2016 - 07/01/2017	\$290	01/01/1999	\$64
Nora, James Jr M.D.	07/01/2016 - 07/01/2017	\$2,144	07/01/2002	\$472
Rademacher, Steven M.D.	07/01/2016 - 07/01/2017	\$2,144	11/01/1997	\$472
Pew, Julie	07/01/2016 - 07/01/2017	N/C	09/01/2015	N/C
Pieper, Cynthia	07/01/2016 - 07/01/2017	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**

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: 07/01/2016 to 07/01/2017  
 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. <b>Covered Proceedings</b> .....	\$50,000 annual aggregate per individual <b>named insured</b>  \$50,000 annual aggregate per individual <b>allied health professional</b>  \$50,000 combined annual aggregate for all insured <b>professional corporations</b> listed on the Declaration Pages or <b>endorsement</b>  \$150,000 <b>policy</b> aggregate; Aggregate <b>policy</b> limit subject to all other
C. <b>Peer Review Incident</b> .....	\$unlimited per individual <b>named insured</b>
D. Cyber Liability .....	\$100,000 per individual <b>named insured</b> 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 <b>medical incident</b> \$1,000,000 annual aggregate	\$290
Deductible (coverage A only):	\$N/A	
B. <b>Covered Proceedings</b>	As above	Included
C. <b>Peer Review Incident</b>	As above	Included
D. Cyber Liability	As above	Included
		Premium
	Annual Premium	\$290

**Named Insured:** James J. Nora, JRM.D.**Retroactive Date:** 07/01/2002

Specialty/Classification: Internal Med.-Infectious Diseases

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

Membership 5.00%

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

**Named Insured:** Steven E. Rademacher, M.D.**Retroactive Date:** 11/01/1997

Specialty/Classification: Internal Med.-Infectious Diseases

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

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

Annual Premium

Premium

\$0

Cynthia S Pieper

**Retroactive Date:** 06/15/2015

Specialty/Classification: Physician Assistant

Annual Premium

Premium

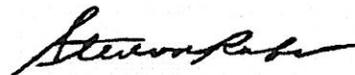
\$0

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**Total Annual Policy Premiums**

**\$4,578**

By acceptance of this **policy**, the **named insureds** and additional insureds warrant and 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**.




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Countersigned by Authorized Representative



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: 07/01/2016

**Policy Term:** From: 07/01/2016 to: 07/01/2017

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

Section C. of the **policy**, "Exclusions," paragraph 4 is deleted and replaced with the following:

- 4. Any claim for **sexual misconduct** or intentional transmission of communicable or sexually transmitted disease by any insured.

Section D of the **policy**, "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**.

Section F. of this **policy**, "Limits of Insurance Liability," paragraph 4 is replaced with the following:

- 4. Under no circumstances are we obligated to pay for any **claim**, suit, judgment, settlement, appeal, or **defense costs** after the applicable limits of liability have been exhausted by payment of judgments or settlements covered by this **policy**.

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 you were not qualified under the Nebraska Excess Liability Fund, either because there exists a "gap" in your Fund coverage, or because you failed to purchase an extended reporting period **endorsement** (a "tail policy") from the Nebraska Excess Liability Fund, we will pay no more than:

\$200,000 for a covered **medical incident** for care provided before January 1, 2005, and governed by Nebraska law; or

\$500,000 for a covered **medical incident** for care provided on and after January 1, 2005, and governed by Nebraska law.

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 incurred by us.

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 13 in section "I. Definitions" of the **policy**, is modified by deleting paragraph 13 and replacing it with the following:

13. "**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.

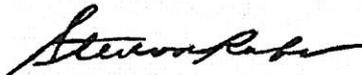
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3. We may also cancel this **policy** for one of the following reasons:
  - a. Nonpayment of premiums;
  - b. If you obtained the **policy** through a material misrepresentation;
  - c. If you submitted a fraudulent **claim**;
  - d. If you violated any of the terms or conditions of the **policy**; or
  - e. If you no longer participate in the Nebraska Excess Liability Fund.

Subsections 5., 6., and 7. in section "J. Notice, Cancellation and Non-Renewal" of the **policy** are replaced with the following:

5. If we elect not to renew your **policy**, we will mail to the first **named insured** a notice of non-renewal at least sixty (60) days in advance of the termination date stating the specific reasons for non-renewal. This sixty (60) day notice provision will not apply if you have failed to pay a premium deposit required for renewal.
6. If we elect not to renew an individual insured, we will mail to the first **named insured** and the individual insured a notice of non-renewal at least sixty (60) days in advance of the termination date. This sixty (60) day notice provision will apply if you have failed to pay a premium deposit required for renewal.
7. If we intend to increase the premium or decrease the **policy** coverage upon renewal, we will provide notice to the first **named insured** at least sixty (60) days in advance of the renewal date with explanation of such change.

Nothing contained in this **endorsement** shall alter, vary, waive, reduce or extend any of the terms, conditions, agreements or declarations contained in the **policy** to which this **endorsement** applies, except as stated in the **endorsement** itself. Any provision in this policy or endorsement which limits or modifies the liability of the insurer contrary to the provisions of the Nebraska Hospital-Medical Liability Act shall be void.



Countersigned by Authorized Representative



Better Medicine • Better Lives

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: 07/01/2016 to: 07/01/2017

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 16, 2016

[Handwritten Signature]

Countersigned by Authorized Representative



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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: 07/01/2016 to: 07/01/2017

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 16, 2016

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: 07/01/2016 to: 07/01/2017

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 16, 2016

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: 07/01/2016 to: 07/01/2017

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 16, 2016

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: 07/01/2016 to: 07/01/2017

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 16, 2016

Countersigned by Authorized Representative



**FORMS INDEX**

**Policy Number:** PCN0000149      **Effective Date:** 07/01/2016      **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	01/15	Policy Language	
CIC-DEC	01/14	Declarations For Nebraska	1
CIC-INDEX	01/14	State Specific Amendment of Policy Provisions - NE	1
CIC-INDEX	01/14	Forms Index	1