

## PHYSICIAN AGREEMENT

This Agreement made this 1st day of July, 2023 by and between **Hall County, Georgia**, a political subdivision of the State of Georgia ("County") and **Dr. Linwood Zoller, M.D.** ("Independent Contractor").

**WHEREAS**, the County operates the Hall County Jail and Detention Center (the "Detention Center"), and desires to services of a qualified physician to provide healthcare services to the inmates housed in the Detention Center from time to time; and

**WHEREAS**, Independent Contractor is a qualified, licensed physician capable of providing healthcare services; and

**WHEREAS**, Independent Contractor agrees to provide, from time to time, the services contracted for hereunder on behalf of the County; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties hereto, it is mutually agreed as follows:

**1. Physician Services.** Independent Contractor agrees to act as the physician of the Hall County Jail and Detention Center. As such, Independent Contractor agrees to perform the following functions:

- a.** Independent Contractor shall visit the Detention Center four (4) days per week (such days to be mutually agreed upon by the County and Independent Contractor) for the purposes of providing medical services to the detainees at the Hall County Detention Center.
- b.** Independent Contractor shall be on call twenty-four (24) hours per day for the purpose of giving medical services in the handling of unforeseen medical emergencies which may arise at the Detention Center.
- c.** In the event a detainee requires medical attention which cannot be handled over the telephone or administered while Independent Contractor is visiting the Detention Center, Independent Contractor agrees to see detainee in Independent Contractor's office whenever reasonably possible in an effort to decrease the number of visits to the Emergency Room at Northeast Georgia Medical Center.
- d.** Independent Contractor shall direct the dispensing of medication and plan special diets for detainees when necessary.
- e.** Independent Contractor reserves the right to have a detainee sent to the Emergency Room at Northeast Georgia Medical Center when such is in the best interest of the detainee.
- f.** Independent Contractor shall abide by all rules of the Hall County Detention Center.

**2. Base Compensation.** The County shall pay to Independent Contractor annually a total of One Hundred Seventy one Thousand Six Hundred eleven and 53/100 Dollars (\$171,611.53) (the "Base Compensation"), in compensation for or providing the Physician Services described in Paragraph 1 above. The Base Compensation shall be payable in twelve (12) monthly installments of Fourteen Thousand three hundred and 96/100 Dollars (\$14,300.96). The first monthly installment shall be made on August 1, 2023 and payment shall be made on the first day of each month thereafter until termination of this Agreement. A late charge of 5% of the monthly installment amount may be charged by Independent Contractor should payment not be made by the 20th day of each month.

**3. Additional Compensation.** In addition to Base Compensation set forth in Paragraph 2 above, Independent Contractor shall charge a fee not to exceed Twenty Dollars and No/100 (\$20.00) for each office visit or Thirty Dollars and No/100 (\$30.00) for each time Independent Contractor attends a detainee in the emergency room of Northeast Georgia Medical Center ("Fees"). Charges for medical procedures including but not limited to: shots, sutures, and medical testing, shall be in addition to the Base Compensation and Fees, and shall not exceed the fair market value for similar services in Hall County, Georgia ("Procedure Charges"). Independent Contractor shall send the County an itemized monthly invoice for reflecting the Fees and Procedure Charges with a brief description of the work performed. In the event the County feels that any Procedure Charge is unreasonable, the County may withhold payment of such amount until the County and Independent Contractor reach agreement on the reasonable fair market value of the procedure performed. Disagreements subject to arbitration.

**4. Term.** This Agreement shall be in effect beginning on July 1, 2023, and shall terminate on June 30, 2024.

**5. Termination without Cause.** Without cause, either party may terminate this Agreement at any time upon ninety (90) days prior written notice. In such event, the Independent Contractor, if requested by the County, shall continue to render services, and shall be paid Base Compensation up to the date of termination. Independent Contractor shall receive no severance allowance in the event this Agreement is terminated.

**6. Leave.** In the event Independent Contractor is unable to attend the Detention Center or be on call as required pursuant to Paragraph 1, as a result of illness, vacation, personal time, or for any other reason, Independent Contractor agrees to make arrangements for a qualified person to visit the Detention Center and remain on call during the absence. Independent Contractor shall give the County at least seven (7) days' notice of any intended absence whenever possible.

**7. Independent Contractor.** Independent Contractor shall be and is an independent contractor, and is not an employee of the County. Independent Contractor understands, acknowledges and agrees that the County would not contract with Independent Contractor for the services hereunder except as an independent contractor. Independent Contractor declares and warrants that he has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. Independent Contractor also understands, acknowledges and agrees that, as an independent contractor, Independent Contractor is not entitled to be treated as an employee with respect to its services performed hereunder for federal or state tax purposes, nor shall Independent Contractor participate in any employee fringe benefits, health benefits, vacations, holidays, employee welfare benefit plans, or employee retirement plans sponsored by the County. Independent Contractor shall not have the right, nor shall Independent Contractor represent to any person that he has any authority, to bind the County in any contractual manner.

**8. Taxes.** Payroll taxes, including federal, state, and local taxes shall not be withheld or paid by the County on behalf of Independent Contractor. Independent Contractor shall be solely responsible to pay all taxes as mandated by law.

**9. No Joint Venture.** Nothing in this Agreement shall constitute or be construed as the creation of a partnership or joint venture.

**10. Workers Compensation.** The County shall not obtain workers' compensation insurance on behalf of Independent Contractor. Independent Contractor agrees to comply with the workers' compensation law concerning his business and his employees. Independent Contractor shall have sole responsibility for purchasing any and all liability insurance as required by law.

**11. Indemnity.** Independent Contractor's work hereunder is to be entirely at Independent Contractor's own risk and expense. Independent Contractor agrees to indemnify and hold the County harmless for any liability or loss to Independent Contractor or any third party in any manner arising out of his performance of services hereunder, including, without limitation, all damages that may be occasioned on account of the operation of this Agreement, whether the same be for medical malpractice, personal injuries, damage to property, damages of any other kind, or for any applicable federal, state, or local taxes.

**11a. Insurance.** The Independent Contractor shall obtain and maintain, as a minimum, the following insurance coverage during the entire term of this contract:

Worker's Compensation Insurance in the covered amount of \$500,000.00 Per Bodily Injury;  
General Liability Insurance in the covered amount of \$1,000,000.00 Per Occurrence and \$2,000,000.00 General Aggregate;  
Professional Liability Insurance in the covered amount of \$1,000,000.00 Per Occurrence and \$3,000,000.00 General Aggregate;  
Umbrella Liability Insurance in the covered amount of \$1,000,000.00 Per Occurrence.

**12. Waiver of Breach.** The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by either party.

**13. Notices.** Any notice required or desired to be given under this agreement shall be deemed given if in writing and sent by certified mail to the County and/or Hall County Sheriff's Office at 2859 Browns Bridge Rd, Gainesville, GA 30504 and to Independent Contractor at Linwood Zoller, M.D., 4921 Rilla Road, Gainesville, Georgia 30506.

**14. No Drafting Presumptions.** The parties have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.

**15. Choice of Law.** This Agreement shall be construed under the laws of the State of Georgia.

**16. Entire Agreement.** This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

**IN WITNESS WHEREOF**, the parties hereto have affixed or caused to be affixed their respective hands and seals the day and year first above written.

INDEPENDENT CONTRACTOR:

Linwood Zoller MD  
**LINWOOD ZOLLER, M.D.**

COUNTY:

**HALL COUNTY, GEORGIA**

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Secretary