

CONTRACT AGREEMENT

Agreement dated July 1, 2021 between Hall County (the Employer), and Dr. Linwood Zoller, M.D., (the independent contractor):

1. **Employment:** The Employer employs and the Independent Contractor accepts employment upon the terms and conditions of this agreement.
2. **Term:** The term of this Agreement shall begin on July 1, 2021, and shall terminate on June 30, 2022.
3. **Termination without Cause:** Without cause, either party may terminate the Agreement at any time upon ninety (90) days prior written notice. In such event, the Independent Contractor, if requested by the Employer, shall continue to render his services, and shall be paid his regular compensation up to the date of termination. Independent Contractor shall receive no severance allowance in the event his Agreement is terminated.
4. **Compensation:** Employer shall pay Independent Contractor a base salary of \$168,246.60, payable in twelve (12) monthly installments of \$14,020.55 each. The first payment shall be made on August 1, 2021 and payment shall be made on the first day of each month thereafter until termination of this Agreement. Late charge of 5% of may be charged by Independent Contractor should payment not be made by the 20th day of each month. As consideration for such base yearly salary, Independent Contractor agrees to perform those duties listed in Paragraph 5 below:
5. **Duties:** Independent Contractor is engaged as the Hall County Detention Center physician. As such, Independent Contractor agrees to perform the following functions:
 - a. Independent Contractor will visit the Hall County Detention Center Facility four (4) days per week (such days to be mutually agreed upon by Employer and Independent Contractor) for the purposes of providing medical services to the detainees at the Hall County Detention Center.
 - b. Independent Contractor agrees to 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 at the Detention Center, Independent Contractor agrees to see detainee in his 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 agrees to direct the dispensing of medication and to 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 agrees to abide by all rules of the Hall County Detention Center.

6. **Additional Charges**

- a. In addition to the base charges set forth in Paragraph 5 above, Independent Contractor shall charge a base fee not to exceed \$20.00 for each office visit or \$30.00 for each time Independent Contractor sees a detainee in the Emergency Room at Northeast Georgia Medical Center.
- b. Charges for medical procedures such as shots, sutures, tests, etc. shall be in addition to the base fee of \$168,246.60 contained in Paragraph 4 and also in addition to the \$20.00 fee quotes in subsection (a) above for office visits. Such additional charges shall not exceed the going rate for similar services in Hall County.
- c. Independent Contractor shall send Employer an itemized bill monthly for such office visits and additional service. In the event Employer feels that any charge is unreasonable, Employer may withhold payment of such amount until Employer and Independent Contractor agrees on what is a reasonable charge. Disagreements subject to arbitration.

7. **Vacations.** In the event Independent Contractor is unable to come to Hall County Detention Center or be on call as required under the provisions of Paragraph 5, as a result of being out of town, ill, 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 his absence. Independent Contractor shall give Employer at least seven (7) days' notice of this intended absence whenever possible.

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

9. **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 Employer and/or Hall County Sheriff's Office. Independent Contractor: Linwood Zoller, M.D., PO Box 995, Oakwood, GA 30566.

10. **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,

Linwood Zoller MD
Linwood Zoller, MD

6/18/21
Date

Gerald Couch, Sheriff
Hall County, Georgia

Date

Hall County Board of Commissioners

Date