

09/002259

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN ADDENDUM TO
PHYSICIAN SERVICES AGREEMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County (hereinafter "County") and James Biskup, M.D. (hereinafter "Dr. Biskup"), previously entered into an agreement dated July 22, 2003 for the purpose of providing physician services to the Juvenile Justice Center; and,

WHEREAS, the parties are desirous of amending the provisions of said Agreement by an Addendum, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts this addendum to the agreement with Dr. Biskup, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the addendum to the agreement with Dr. Biskup, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 10th day of November, 2009.

MOVED by Busty Hike, seconded by Patrick Thomas, that the above Resolution be adopted. Carried.

YEAS:

[Signature]
[Signature]
[Signature]

NAYS:

None

ABSENT:

TOM RICHARDS
RICH JANSEN

ABSTAIN:

None

Attest:

SEAL

[Signature]
Clerk



Approved as to form:

[Signature]
Deputy County Attorney

ADDENDUM TO THE AGREEMENT FOR PHYSICIAN SERVICES

This Addendum is made between Sarpy County (hereinafter "County") and James Biskup, M.D. (hereinafter "Dr. Biskup") to a certain Agreement between said parties for the provision of physician services for the Juvenile Justice Center (JJC) entered into July 22, 2003, said Agreement in effect from July 19, 2003 through July 18, 2004 and automatically renews for (1) year periods.

Said Agreement is hereby modified and amended as followed:

1. In return for the services listed in the original agreement, Sarpy County shall pay Dr. Biskup \$800 per month beginning January 1, 2010. Such compensation shall include calls for service which occur outside of the hours when Dr. Biskup is at the JJC.
3. The remainder of the existing Agreement shall remain unmodified by this Addendum.

Executed in duplicate this 16 day of December, 2009.

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

(Seal)



ATTEST:

Debra J. Robertson
Sarpy County Clerk

James Biskup 11/10/09
Chairman, Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

James Biskup, M.D.

Attest:

By: James Biskup
Title: Medical Director
Juvenile JJC



OFFICE OF THE SHERIFF

Sarpy County Juvenile Justice Center

MEMORANDUM



JUVENILE SERVICES DIVISION

To: Mr. Brian Hanson, Fiscal Administrator

From: Richard Shea, Director

CC:

Date: November 4, 2009

Re: Dr. James Biskup's Contract

I am recommending that we increase Dr. Biskup's monthly compensation from \$500 to \$800 per month effective January 1, 2010.

The original contract was signed in 2003 with the expectation that Dr. Biskup would spend 8-10 hours per month at the JJC. At the time of the original contract, we had just moved into the new Justice Center and had no prior history of the amount of time Dr. Biskup would spend seeing the juveniles.

Since 2003 our population continues to increase more time commitment is placed on Dr. Biskup. Dr. Biskup now averages 15-20 hours per month examining the juveniles and going over the medical health charts. Our juvenile intakes have increased and our daily population ranges from 18-22 juveniles per day. We especially have the need on the weekends to contact Dr. Biskup for medical advice and/or medication approval. It is almost impossible to reach the juvenile's primary physician on a weekend. Approximately 75% of the juveniles detained at the JJC are on medication. Before any medications are dispensed, we must get verification and authorization from the Juvenile's physician. When we are not able to contact the juvenile's physician, Dr. Biskup is contacted for authorization. We average 3-5 new intakes on a weekend.

Dr. Biskup also does follow-up appointments at his office when a juvenile needs a specific medical procedure/treatment which can't be done at the JJC. In these cases, we do the transporting of the Juvenile to his office. There are no additional charges made to the County for this service.

If you have any questions, please feel free to contact me.

Respectfully submitted,
Richard Shea, Director



"A Lifetime of Healthcare"

October 20, 2009

Dr. Robert J. Saniuk
Dr. James T. Biskup
Dr. Timothy L. Longacre

Keri Lazure, PA-C
Carmen Magistro, PA-C
Jenni Haan, PA-C
Lorin Ferguson, PA-C
Anja Armitage, PA-C

Dick Shea
Juvenile Justice Center
9701 Portal Road
Papillion, NE 68046

Dear Dick,

All Providers are
Board Certified

I spoke with you several months ago regarding work status, etc. at the juvenile jail. I mentioned that I thought it may be appropriate to have some type of raise due to increasing number of physicals that I have been doing in addition to just the usual care of the kids. I am happy to do these and have stated in the past it is important to do and it saves a lot of hassle having the kids transferred in and out to their own doctors if they have one, or being transported to and from our office. However, we never submit any of these to the insurance with the exception if the patient was actually seen in our office, such as with a recent female exam done by our female physician assistant. In addition, I have never requested or brought up the issue of having a raise since the onset of taking care of kids at the JJC.

The Simple Path...

The fruit of silence is
Prayer

The Fruit of prayer is
Faith

The fruit of faith is
Love

The fruit of love is
Service

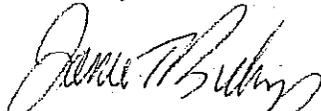
The fruit of service is
Peace

Mother Teresa

In view of these factors I would like to request a raise in my compensation from \$500 per month to \$750-\$800 per month beginning in December of this year or January 2010.

If you have any concerns regarding this or feel this is not an acceptable rate, please let me know. Thank you.

Sincerely,


James T. Biskup, MD

2206 Longo Drive, Suite 201-Bellevue, NE 68005

Office: (402) 292-9170 • Fax: (402) 292-0119

www.bellevuefamilypractice.com



OFFICE OF THE SHERIFF

Sarpy County Juvenile Justice Center

MEMORANDUM



JUVENILE SERVICES DIVISION

To: Mr. Brian Hanson, Fiscal Administrator

From: Dick Shea, Director

CC:

Date: October 23, 2009

Re: Monthly Medical Stipend

Hello Brian:

I received this letter from Dr. Biskup. I believe the increase is justified and I would propose \$800.00 per month. Dr. Biskup's visits have increased at the JJC as we hold more juveniles with serious mental and health issues. We have seen an increase over the past two years. In addition, we have contacted him through his cell phone when issues of medication have arisen and the Nurse needs authorization. This particularly happens on the weekends. We have seen a significant increase of assistance by Dr. Biskup regarding the medications the juveniles are on. He is doing more physicals as a result of the OJS evaluations which are conducted at the JJC. We are reimbursed by OJS for the daily housing cost while the evaluations take place.

Dr. Biskup failed to state that with the exception of the female that he has referenced to, he has not charged for office visits in which we have done the transporting of a juvenile for specific following or medical treatment. He has not charged the county for office visits or follow-ups conducted at the office.

He is also on call and there of been a number of occasions in which he has made additional stops at the JJC to deal with special medical issues.

He also reviews medical files of each juvenile in our facility or custody and there have been a significant increase. As he mentioned in his letter, he has not previously asked for an increase. I feel \$800 per month is justified and I would propose beginning this in January of 2010.

If you have any questions, give me a call.

Thanks, Dick

AGREEMENT FOR PHYSICIAN SERVICES

Sarpy County, Nebraska, and James Biskup, M.D. ("Dr. Biskup") hereby enter into an Agreement in which Dr. Biskup agrees to provide health care services for the Sarpy County Juvenile Justice Center ("J.J.C."), subject to the following terms and provisions:

- a. This Agreement shall commence on July 19, 2003 and end on July 18, 2004. Both parties shall have the absolute right to terminate this Agreement upon thirty (30) days' written notice, said right to be exercisable by either party for any reason whatsoever in their sole discretion. Agreement will automatically renew for one (1) year periods, unless written notice is given, by April 1 of the renewal year, to renegotiate the agreement.
- b. During the term of this Agreement, Dr. Biskup shall maintain his license to practice medicine in the State of Nebraska, and if for any reason Dr. Biskup fails to do so, this Agreement shall immediately terminate on the date that said license expires or is suspended or terminated. Upon termination of this Agreement pursuant to this provision, Sarpy County shall be required to pay Dr. Biskup only for services rendered under this Agreement up to that termination date.
- c. During the term of this Agreement, Dr. Biskup shall be responsible for providing all necessary health care services to the inmates and staff of the J.J.C.. which are referred to him for treatment, and shall serve as the medical director of the Sarpy County Juvenile Justice Center. All health examinations and treatment shall be in accordance with sound medical standards, federal and state laws, and pursuant to Medicare and Medicaid laws, rules and regulations. Said health care services shall be performed at J.J.C. facilities.
- d. In return for the services listed in "c" above, Sarpy County shall pay Dr. Biskup \$500 per month. Such compensation shall include calls for service which occur outside of the hours when Dr. Biskup is at the J.J.C.
- e. Dr. Biskup shall abide by all rules and regulations of the J.J.C.
- f. Dr. Biskup shall provide the following to the Sarpy County Clerk with a copy of this Agreement: his Social Security Number; his complete mailing address; his telephone number; and upon request, copies of his professional certificates. Dr. Biskup shall promptly notify the Sarpy County Clerk when changes occur.
- g. Dr. Biskup shall provide Physicians Professional Liability insurance with limits of \$1,000,000 per occurrence. *(will FAX to us later)*

Dr. Biskup shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state the insurance company or companies underwriting these insurance coverages and shall give the County at least thirty (30) days' written notice in the event of a cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all of the terms of this Agreement, Dr. Biskup shall furnish a certificate(s) of insurance evidencing renewal of his coverage to the County.

All insurance coverages herein required of Dr. Biskup shall be written by an insurance company or companies transacting business as an admitted insurer(s) in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.B. Best Insurance Company rating of A-. Upon request by the County, Dr. Biskup shall furnish evidence that the insurance company or companies being used by the Contractor meet(s) the minimum requirements listed in this section.

- h. Dr. Biskup understands that he is being retained solely as an independent contractor. This Agreement does not create nor constitute an employer/employee relationship. Dr. Biskup understands that all income received pursuant to this Agreement may be subject to taxes, and to this effect, Sarpy County shall provide a Form 1099.
- i. Dr. Biskup understands that he is responsible for any and all withholdings and taxes to be taken out of the compensation paid under this Agreement. Dr. Biskup further understands that he is solely responsible for health, accident and dental insurance and any other benefits wholly independent of this Agreement.
- j. The law of the State of Nebraska shall govern as to the interpretation, validity and effect of this Agreement.
- k. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified or altered unless by written agreement signed by all of the Parties to this Agreement.
- l. Assignment: The Vendor may not assign this agreement without the prior written consent of the County.
- m. Non-Discrimination Clause: Pursuant to Neb Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. §1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb Rev. Stat. §48-1101, et seq., (Reissue 1998), in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
- n. Conflict of Interest Clause: Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

- o. The parties acknowledge that the Health Insurance Portability and Accountability Act ("HIPPA") of 1996, Pub. L. No. 104-91, and its implementing regulation, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and Part 164, Subparts A and E (Hereinafter the "HIPPA Privacy Rule") may be applicable to transactions under the scope of this agreement. Both parties agree to comply with the provisions of said law the HIPPA Privacy Rule, when applicable; and to not disclose "Protected Health Information" and defined therein, and to take appropriate safeguards to prevent the use or disclosure of said information.

8/8/03
Date

James T. Binkley M.D.
Independent Contractor

7/22/03
Date

David A. Port...
Sarpy County Board, Chairman

Attest:

7/22/03
Date



Debra J. Houghtaling
Sarpy County Clerk

Approved as to form: [Signature]
County Attorney

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Juvenile Justice Center Physician Agreement

Sarpy County entered into an agreement with Dr. James Biskup on July 22, 2003 to provide physician services at the Juvenile Justice Center. Since this agreement was approved, Dr. Biskup's services have increased and we have not increased his rate. Therefore, it is recommended his rate be increased effective January 1, 2010.

If you have any questions, please feel free to contact me at 593-4476.

November 3, 2009


Beth Cunard

cc: Mark Wayne
Scott Bovick
Deb Houghtaling
Brian Hanson
Dick Shea
Jeff Davis
Mike Jones
Mike Smith