

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT FOR PSYCHIATRIC SERVICES AND
AUTHORIZING CHAIRMAN TO SIGN SAME

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,

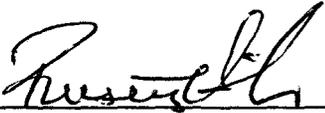
WHEREAS, Sarpy County requires the services of a qualified and certified Psychiatric Doctor to provide all necessary psychiatric services for jail inmates as dictated by the Jail Medical Services Unit at the Sarpy County Law Enforcement Center; and,

WHEREAS, Sarpy County has reached an agreement with Heather Wilhelm to provide these psychiatric services to Sarpy County and the Agreement evidencing same is attached;

NOW THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT:

- (1) the Agreement between Sarpy County and Heather Wilhelm is accepted, ratified, and confirmed
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 13th day of March, 2012.


 Sarpy County Board Chairman



ATTEST:


 Sarpy County Clerk

**Agreement for Psychiatric Services
For the
Sarpy County Jail**

Sarpy County, Nebraska ("County") and Heather M. Wilhelm ("Wilhelm"), hereby enter into an Agreement in which Wilhelm agrees to provide psychiatric services for the Sarpy County Jail, subject to the following terms and provisions:

1. This Agreement shall commence on March 1, 2012, and end on February 29, 2013. This Agreement shall automatically renew for successive one (1) year periods unless otherwise terminated as hereinafter stated. Both parties shall have the absolute right, with or without cause, 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. If the Agreement is terminated by the County, as provided herein, Wilhelm will be paid on the basis of the fair and reasonable value of her services in accordance with Section 2 of this Agreement.
2. County agrees to reimburse Wilhelm for psychiatric services of County's inmates. The rate of reimbursement shall be as follows:
 - a. \$150 per hour with such hours to be determined by the Jail Medical Services Unit.
 - b. All services shall be reimbursed at the rate described in Section 2 (a), regardless of when such services are provided.
3. All invoices shall be sent to the Jail Medical Services Unit at the time services rendered, not more than once every thirty (30) days, to the following address:

Sarpy County Jail Medical Services Unit
1208 Golden Gate Dr.
Papillion, NE 68046
4. During the term of this Agreement, Wilhelm shall maintain her license to provide psychiatric services in the State of Nebraska, and if for any reason Wilhelm 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, County shall be required to pay Wilhelm only for services rendered under this Agreement up to that termination date.
5. During the term of this Agreement, Wilhelm shall be responsible for providing necessary psychiatric services to Sarpy County inmates, who are referred to her by the Jail Medical Services Unit. All such psychiatric services shall be conducted in accordance with the applicable standards and federal and state laws. Said psychiatric services shall be performed in the Sarpy County Jail.
6. Wilhelm shall abide by all rules and regulations of the Sarpy County Sheriff's Office and Sarpy County Jail.
7. Wilhelm shall provide the following information to the Sarpy County Clerk, with two (2) originals of this signed Agreement: complete mailing address, telephone number(s), proof of liability insurance to indemnify self as described in Paragraph 8 herein, and upon request: copies of professional certificates, including Nebraska license. Wilhelm shall notify the Sarpy County Clerk within thirty (30) days when changes in such data occur.

8. In order to cover the services rendered by Wilhelm under this Agreement, Wilhelm shall provide and maintain professional liability insurance coverage with total limits of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate coverage per year (Professional Liability Insurance), and Wilhelm will provide a certificate of such Professional Liability Insurance to Sarpy County.

Wilhelm shall accept and be responsible for her own acts or omissions in the operations and professional practice of psychiatric services as well as those acts or omissions of her employees. Nothing in this Agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions on County.

County shall accept and be responsible for its own acts or omissions in the operations and provision of safety and security within the correctional facilities as well as those acts or omissions of its employees. Nothing in this Agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions on Wilhelm.

9. Wilhelm understands that she is being retained solely as an independent contractor. This Agreement does not create nor constitute an employer/employee relationship. Wilhelm further understands that all income received pursuant to this Agreement may be subject to taxes, and to this effect, County shall provide a Federal Form 1099 to Wilhelm.
10. Wilhelm also understands that she is responsible for any and all withholdings and taxes under this Agreement. Wilhelm further understands that she is solely responsible for health, accident, and dental insurance and any other benefits wholly independent of this Agreement.
11. The law of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.
12. Wilhelm agrees to indemnify and hold harmless, to the fullest extent allowed by law, the County and its agents and employees, from and against all losses, claims, and damages, including attorney's fees, arising out of or resulting from the performance of this Agreement, and further agrees to provide at her own expense, liability insurance to indemnify herself in the event that she becomes liable for payment of a judgement based upon acts performed pursuant to the terms of this Agreement.
13. Residency Verification: Wilhelm agrees to comply with the residency verification requirements of Neb. Rev. Stat. Sect. 4-108 through Sect. 4-114.
 - A. Wilhelm must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 - B. If Wilhelm indicates on such attestation form that she is a qualified alien, Wilhelm agrees to provide the US Citizenship and Immigration Services documentation required to verify that Wilhelm's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - C. Wilhelm understands and agrees that lawful presence in the United States is required and Wilhelm may be disqualified or this Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

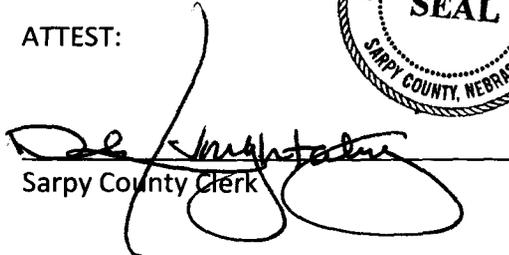
14. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and superseded all prior agreements and understandings, oral and written, between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all of the parties to this Agreement.
15. This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Wilhelm hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Wilhelm shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.
16. Wilhelm may not assign this Contract without the prior written consent of the County.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 13th day of March, 2012.

(Seal)



ATTEST:


Sarpy County Clerk

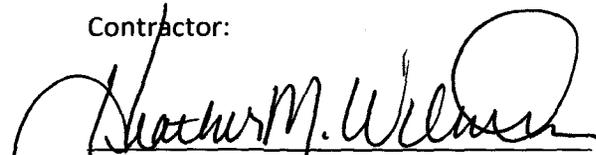
COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Chairman
Sarpy County Board of Commissioners

Approved as to form and content:


Deputy County Attorney

Contractor:


Heather M. Wilhelm



159 East County Line Road • Hatboro, PA 19040-1218
1-800-982-9491 • Fax 1-800-739-8818 • www.hpso.com

02/27/12

Heather M Wilhelm
2332 S 35th Ave
Omaha, NE 68105-3134

Dear Heather M Wilhelm:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Q032

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a division of Affinity Insurance Services, Inc.; in NY and NH, AIS Affinity Insurance Agency; in MN and OK, AIS Affinity Insurance Agency, Inc.; and in CA, AIS Affinity Insurance Agency, Inc. dba Aon Direct Insurance Administrators License #0795465.



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Print Date: 2/27/2012



Certificate of Insurance
OCCURENCE POLICY FORM

Producer 018098 **Branch** 970 **Prefix** HPG **Policy Number** 0433531272 **Policy Period** from 10/01/11 to 10/01/12 at 12:01 AM Standard Time

Named Insured and Address:
Heather M Wilhelm
2332 S 35th Ave
Omaha, NE 68105-3134

Program Administered by:
Nurses Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-247-1500
www.nso.com

Medical Specialty:
Psychiatric Nurse Practitioner

Code:
80965

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability \$1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Malplacement Liability
- * Personal Injury Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
 Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
 Personal Liability \$1,000,000 aggregate

Total: \$ 1,258.00

Base Premium \$1,258.00

Premium reflects Self Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121503-C	G-121501-C	G-145184-A	G-147292-A	GSL15563
GSL15564	GSL15565	GSL17101	GSL13424	G-123816-C26	
G-123846-C26	GSL3886	GSL3908			

Chairman of the Board

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

Endorsement Change Date: 9/09/2008

G-141241-B (03/2010)

Coverage Change Date:

POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

Think Green –expanded definitions and copies of these policy forms and endorsements are available online at www.nso.com/policyforms

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C	Occurrence Policy Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
G-123816-C26	Nebraska Amendatory Change
G-123846-C26	Nebraska Cancellation and Non-Renewal
GSL3886	Coverage & Cap on Losses from Certified Acts Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association.

Form#: G-141241-B (03/2010)
Master Policy#: 188711433

Named Insured: Heather M Wilhelm
Policy#: 0433531272

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Agreement for Psychiatric Services for LEC

Sarpy County utilizes professional services for psychiatric services at the Law Enforcement Center on an as needed basis as dictated by the Jail Medical Services Unit. The previous doctor terminated her contract and Sarpy County engaged the services of Heather Wilhelm. Captain Greg London feels Heather Wilhelm will be able to provide the needed services. The rate of \$150 an hour is unchanged from our previous contracts. The attached agreement is recommended for approval.

Please feel free to contact me with any questions at bgarber@sarpy.com.

March 5, 2012

Beth Garber

cc: Mark Wayne
Scott Bovick
Deb Houghtaling
Brian Hanson
Greg London

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

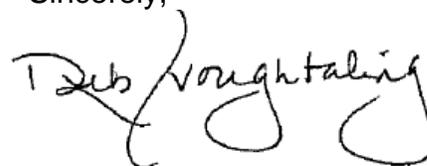
March 15, 2012

Heather Wilhelm
2232 S. 35th Avenue
Omaha, NE 68106

Re: Psychiatric Services for Law Enforcement Center

Enclosed is an original agreement which has been approved by the Sarpy County Board and signed by the Chairman on March 13, 2012.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive style with a large initial "D" and "H".

Deb Houghtaling
Sarpy County Clerk

Enclosure
DJH/sm