



HEALTH SERVICES COMMITTEE
Wednesday, August 9, 2017 at 8:00 a.m.
Rock Haven Conference Room

AGENDA

1. Call to Order
2. Adoption of Agenda
3. Approval of Minutes – July 12, 2017
4. Introductions, Citizen Participation, Communications and Announcements
5. Information Item: Review of Payments
6. **Action Item:** Budget Transfers
7. Finance – Joanne Foss
8. Old Business
 - a. Information Item: Code Alert System
9. New Business
 - a. Information Item: Resident Council Minutes – June (minutes to be provided)
 - b. Information Item: Rock Haven Complaint Survey July 13, 2017
 - c. **Action Item:** Resolution Recognizing Ginger Riese for Years of Service to Rock Haven
 - d. **Action Item:** Resolution Recognizing Susan Kay for Years of Service to Rock Haven
 - e. **Action Item:** Angela Besaw Service Agreement
10. Information Item: Reports
 - a. Census
 - b. Activities
 - 1) Staff Education for August
 - a. Dementia Management
 - 2) Resident Council Meeting – August 15, 2017 at 10:15 am.
12. Next Meeting Date - The next regular meeting of the Health Services Committee is scheduled for

Wednesday, September 13, 2017 at 8 A.M. in the Rock Haven Conference Room of the Village Commons.

13. Adjournment

SP/ML

*Note to Committee Members: To ensure a quorum is present, please call the Administrative Secretary at 757-5076 if you are unable to attend the meeting.

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS



Health Services Committee
INITIATED BY

Sue Prostko
DRAFTED BY

Health Services Committee
SUBMITTED BY

July 18, 2017
DATE DRAFTED

RECOGNIZING GINGER RIESE FOR SERVICE TO ROCK HAVEN

- 1 **WHEREAS**, Ginger Riese has served the citizens of Rock County over the past 22 years, 5 months as
- 2 a dedicated and valued employee of Rock County; and,
- 3
- 4 **WHEREAS**, Ginger Riese began her career with Rock Haven as an Assistant Head Nurse on April
- 5 18, 1995; and,
- 6
- 7 **WHEREAS**, Ginger Riese spent most of her time at Rock Haven dedicated to the residents with
- 8 dementia; and
- 9
- 10 **WHEREAS**, Ginger Riese has worked in many different roles before accepting Assistant Director of
- 11 Nursing on January 9, 2011; and,
- 12
- 13 **WHEREAS**, Ginger Riese has worked diligently in that position until her retirement on September
- 14 10, 2017; and,
- 15
- 16 **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County,
- 17 wishes to commend Ginger Riese for her long and faithful service.
- 18
- 19 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
- 20 assembled this _____ day of _____, 2017 does hereby recognize Ginger Riese for her 22
- 21 years, 5 months of service and extend their best wishes to her in her future endeavors.

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

HEALTH SERVICES COMMITTEE

J. Russell Podzilni, Chair

Norvain Pleasant, Chair

Sandra Kraft, Vice Chair

Brenton Driscoll, Vice Chair

Betty Jo Bussie

Terry Fell

Eva Arnold

Dave Homan

Mary Mawhinney

Kara Hawes

Alan Sweeney

Henry Brill

Louis Peer

Terry Thomas

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Health Services Committee
INITIATED BY



Sue Prostko
DRAFTED BY

Health Services Committee
SUBMITTED BY

July 18, 2017
DATE DRAFTED

RECOGNIZING SUSAN KAY FOR SERVICE TO ROCK HAVEN

- 1 **WHEREAS**, Susan Kay has served the citizens of Rock County over the past 21 years, 1 months as a
- 2 dedicated and valued employee of Rock County; and,
- 3
- 4 **WHEREAS**, Susan Kay began her career with Rock Haven as a Registered Nurse on June 18, 1996;
- 5 and,
- 6
- 7 **WHEREAS**, Susan Kay has worked diligently in that position until her retirement on August 3, 2017;
- 8 and,
- 9
- 10 **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County,
- 11 wishes to commend Susan Kay for her long and faithful service.
- 12
- 13 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
- 14 assembled this _____ day of _____, 2017 does hereby recognize Susan Kay for her 21 years,
- 15 1 month of service and extend their best wishes to her in her future endeavors.

Respectfully submitted,

HEALTH SERVICES COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Norvain Pleasant, Chair

J. Russell Podzilni, Chair

Brenton Driscoll, Vice Chair

Sandra Kraft, Vice Chair

Terry Fell

Betty Jo Bussie

Dave Homan

Eva Arnold

Kara Hawes

Mary Mawhinney

Alan Sweeney

Henry Brill

Louis Peer

Terry Thomas

CONSULTIVE SERVICE AGREEMENT
ROCK HAVEN

This agreement is made is entered into between Rock Haven and Angela Besaw for the purpose of providing consulting services as a Licensed Nurse Practitioner.

Services provided under this agreement shall be at the request of the Nursing Home Administrator at times and for periods mutually agreed upon. The Nurse Practitioner agrees to the following:

The named nurse practitioner shall:

- (a) Hold, and provide documentation of, a current license to practice in the State of Wisconsin.
- (b) Hold, and provide documentation of, adequate malpractice liability insurance in accordance with State law. Rock County will reimburse consultant 100 percent of the malpractice insurance and Injured Patients and Families Compensation costs.
- (c) Act as Nurse Practitioner under the License of Facility Medical Director. Provide guidance to the nursing staff for all resident care issues. Participate in the Medical Staff meetings the Ethics Committee and the Quality Assurance program.
- (e) Assist Administration to monitor medical staff practice for professional performance and adherence to professional standards.
- (f) Before commencing provision of service, the named physician will provide Proof of Free from communicable disease statement.
- (h) Assist Administration with billing issues in recovery of third party payments including providing documentation related to resident status warranting the services as necessary.
- (i) Bill the County on letterhead stationery or as prescribed by the County. Such Bills shall be signed.
- (j) Private practice is permitted; however, the Nurse Practitioner shall avoid conflicts of interest. Nurse Practitioner is to file required conflict of interest forms if holding more than one position.

The compensation hereinafter provided shall be the entire compensation and shall include all services of any nature rendered as consultant to Rock Haven, and the Nurse Practitioner shall not be entitled to additional compensation from any source for such services. Thus

allowing the Facility Rock Haven to bill for your services and retaining said reimbursement if payable.

The management of the Rock Haven is reserved to the County, including the right to plan and schedule service, to determine what constitutes good and efficient service, and all other functions of management and direction not expressly limited by the terms of this agreement. Rock Haven assumes professional and administrative responsibility for the services rendered.

It is the understanding of the parties to the Agreement that when this Agreement provides: "Rock Haven assumes professional and administrative responsibility for the services rendered," what is meant is that Rock Haven will provide general administrative supervision and accountability control for the service nurse practitioner while performing services for the facility.

Rock Haven does not assume responsibility for technical professional supervision of the actual services provided. The professional liability, technical professional supervision, and quality of services remain the responsibility of the nurse practitioner.

Fees for professional services shall be at the rate of \$90 per hour. Nurse Practitioner shall furnish on-site consulting services for a maximum of 24 hours per week.

Nurse Practitioner shall assure professional service availability for emergency medical as assigned with evening call reimbursable at the rate of a \$1500 stipend for 9 weekday shifts time from 5 p.m. to 6 a.m. and two weekend shifts that are 5 p.m. Friday to 6:00 a.m. Monday. Amount may vary dependent upon any number of weekend shifts worked. Minimum of \$1400.

In connection with the performance of work under this contract, the Nurse Practitioner agrees not to discriminate against any patient or resident in the provision of service. The Physician also agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s.51.01(5), Wis. Stat., or national origin, marital status, ancestry, arrest record, or any reserve component of the military forces of the United States or this State.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Physician further agrees to take affirmative action to ensure equal employment opportunities. The Physician agrees to post in a conspicuous place, available to employees and applicant for employment, notices to be provided by the Physician setting forth the provisions of the non-discrimination clause.

Physician, in the conduct of its responsibilities under this Agreement, may have access to information that is classified as "protected health information" (PHI) (as such term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") medical privacy regulations). During the term of this Agreement (and for such additional term as required by law), any PHI which is accessed by or provided to the vendor shall be held in

confidence, in accordance with the HIPAA medical privacy regulations as if the vendor were a "Business Associate" (as such term is defined under the HIPAA medical privacy regulations). Any disclosure of such information will be limited as required by law. The failure of vendors to satisfy the obligations of this paragraph shall entitle the County to indemnification for any damages, costs or expenses sustained (including actual attorneys' fees).

"Contract physician shall indemnify the County against any and all loss, damages, and costs or expenses which the County may sustain or incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the contracted physician under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs or expenses caused by the County.

The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this contract."

This agreement shall be in effect August __, 2017-and remain in effect until December 31, 2017, after which this contract will be renegotiated. Termination of this agreement shall occur upon 60 days written notice by either party. A Business Associate Agreement is attached as Appendix I.

SIGNED FOR ROCK HAVEN

Date: _____

Address: P.O. Box 920
Janesville, WI 53547-0920

SIGNED FOR THE SERVICE PROVIDER

Angela Besaw

Date: _____

Address: _____

CONFIDENTIALITY UNDERSTANDING

BETWEEN

ROCK HAVEN NURSING HOME

AND

Angela Besaw, Nurse Practitioner
(Hereinafter referred to as Service Provider)

The Rock Haven Nursing Home, hereinafter referred to as the Department, includes all clinics, units, programs and divisions operated by the Department.

This understanding is reached because the Service Provider has an agreement with the Department to provide medical care services to residents at Rock Haven.

The Department agrees to provide the Service Provider with client information required to carry out the services it has agreed to perform for the Department. And, the Service Provider agrees to provide the Department with client information related to the clients referred to the Service Provider.

Both, the Department and the Service Provider, recognize the importance of confidentiality of client information and agree to the following:

1. To abide by all applicable Wisconsin and Federal standards, laws and regulations to the extent that same may apply to the Service Provider in receiving, storing, processing, disclosing and otherwise using client information including but not limited to the following.
 - a. Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH”), and all applicable implementing regulations, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”), Notification in the Case of Breach of Unsecured Protected Health Information (“Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”) found at Title 45, Parts 160 and 164 of the Code of Federal Regulations, dealing with the security, confidentiality, integrity and availability of protected health or health-related information, as well as breach notifications (all such laws and regulations shall be collectively referred to herein as “HIPAA”).
 - b. Federal Laws 42 U.S.C. 290 dd-3 and 42 U.S.C. 290 ee-3; Federal Regulations; Title 42 Code of Federal Regulations Part 2--which covers the information provided from alcohol and drug abuse patient records.
 - c. Wisconsin Statutes Section 51.30 and Wisconsin Administrative Code, Chapter HSS 92--which covers the information provided from mental illness, developmental disability and alcohol and drug abuse patient records.
 - d. Wisconsin Statutes Sections 146.81-146.83--which covers information provided from all health care service records except those governed by s. 51.30.
 - e. Wisconsin Statutes Section 48.78--which covers children's information provided from Social Service or Juvenile Probation/Detention client records.
 - f. Wisconsin Statutes Section 48.981 (7)--which covers information provided from Social Service child abuse/neglect assessment records.
 - g. Wisconsin Statutes Section 252 – which covers communicable diseases including AIDS and HIV testing and results.
2. To undertake to institute appropriate procedures for safeguarding client information with particular reference to client identifying information.

3. Pursuant to Title 42 Code of Federal Regulations Part 2, Subpart B, 2.11(n) for alcohol and drug patient records, as a qualified service organization, the Service Provider agrees to:
- a. Acknowledge that in receiving storing, processing or otherwise dealing with any information from the facility about patients in the program, it is fully bound by the provisions of this part;
 - b. Undertake to institute appropriate procedures for safeguarding such information with particular reference to patient identifying information, and
 - c. Undertake to resist in judicial proceedings any efforts to obtain access to information pertaining to clients otherwise than as expressly provided for in this part or as required by law.

The Department agrees to supply information regarding how to obtain copies of the standards, laws and regulations mentioned in this understanding to the Service Provider, if needed, upon request.

Both parties agree that this understanding is in effect immediately from the date signed and remains in effect for as long as confidential client information is retained. It will, however, be reviewed every three years for as long as a written agreement exists between the two parties.

FOR ROCK HAVEN NURSING HOME

FOR THE SERVICE PROVIDER

Signed _____

Signed _____

Address: P.O. BOX 920
Janesville, WI 53547

Address:

Date Signed _____

Date Signed _____

CONFIDENTIALITY UNDERSTANDING MASTER
11/95, Rev. 6/02, 7/02, 7/03, 12/03, 8/11, 9/13