

AGREEMENT FOR ADVISORY PHYSICIAN CONSULTATION

WHEREAS, the County of Winnebago, d/b/a River Bluff Nursing Home, hereinafter referred to as "River Bluff Nursing Home", desires to contract for the services of an advisory physician in accordance with the rules and regulations promulgated by the Illinois Department of Public Health at 77 Ill. Adm. Code 300, sections 300.830(e) and 300.1010; and

WHEREAS, Vasil Nika M.D., a medical doctor, desires to contract with River Bluff Nursing Home to provide advisory physician services to River Bluff Nursing Home.

NOW, THEREFORE, River Bluff Nursing Home and Vasil Nika, M.D., hereinafter referred to as "Advisory Physician", agree as follows:

1. Advisory Physician agrees to provide such advisory services to River Bluff Nursing Home as are required by the rules and regulations promulgated by the Illinois Department of Public Health regarding skilled nursing facilities, including but not limited to:
 - a) Advising River Bluff Nursing Home's Administrator on the overall medical management of the nursing home's residents and staff.
 - b) Serving on River Bluff Nursing Home's medical advisory committee, and, as part of that committee, advising River Bluff Nursing Home's Administrator on the overall medical management of the nursing home's residents and staff.
 - c) Assisting in the preparation and updating of a written program concerning the medical services provided at River Bluff Nursing Home, and reviewing and approving that program whenever it is revised.

2. Advisory Physician further agrees to:
 - a) Advise River Bluff Nursing Home's Administrator on safety and health programs for River Bluff Nursing Home personnel.
 - b) Participate in the planning and revision of all health and medical services and programs at River Bluff Nursing Home.
 - c) Participate with River Bluff Nursing Home's Administrator in developing procedures and regulations applicable to physicians professionally attending River Bluff Nursing Home's residents.
 - d) Participate as a consultant in the development and maintenance of any adequate medical records system.

- e) Assist in developing procedures for the emergency medical treatment of River Bluff Nursing Home's residents.
 - f) Notify and advise River Bluff Nursing Home's Administrator, and the respective attending physician, of any situation or condition which might adversely affect the health of a resident of River Bluff Nursing Home whenever any such situation or condition comes to the attention of Advisory Physician.
 - g) Advise River Bluff Nursing Home's Administrator and Director of Nursing regarding the adequacy of patient care services, medical equipment, and nursing staff, relative to the medical and physical needs of River Bluff Nursing Home's residents.
 - h) Participate in the development and revision of River Bluff Nursing Home's health and medical policies and procedures and its admission and discharge policies.
 - i) Attend and participate in River Bluff Nursing Home staff meetings at the request of River Bluff Nursing Home's Administrator.
3. River Bluff Nursing Home agrees to pay Advisory Physician One Thousand Four Hundred Fifty Dollars (\$1,450.00) per month for the advisory and consultation services Advisory Physician provides to River Bluff Nursing Home pursuant to this Agreement.
 4. This Agreement shall be effective May 1, 2015, and shall as of that date supersede and replace any other agreement entered into by and between the parties concerning the subject matter of this Agreement.
 5. This Agreement may be terminated by either party, for any reason, by giving the other party a written notice of intent to terminate, by hand delivery, or by registered or certified mail, at the respective address below at least thirty (30) days prior to the desired date of termination.
 6. This agreement shall expire on December 31, 2015, unless terminated sooner pursuant to the provisions of paragraph 5.
 7. Advisory Physician's relationship with River Bluff Nursing Home is that of an independent contractor.
 8. This Agreement contains all of the terms and covenants agreed to by and between the parties.

9. PRIVACY OF RESIDENTS' PERSONAL HEALTH INFORMATION

For the purposes of this paragraph, the following terms shall have the following meanings:

“Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by Consultant from or on behalf of River Bluff Nursing Home.

“Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.


- A. Consultant agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law”.
- B. Consultant agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- C. Consultant agrees to mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of Protected Health Information by Consultant in violation of the requirements of this Agreement.
- D. Consultant agrees to report to River Bluff Nursing Home any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Consultant agrees to ensure that any agent, including a subcontractor to whom it provides Protected Health Information received from, or created or received by Consultant on behalf of River Bluff Nursing Home, agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.
- F. Consultant agrees to provide access, at the request of River Bluff Nursing Home to Protected Health Information in a Designated Record Set, to

River Bluff Nursing Home, or, as directed by River Bluff Nursing Home, to an Individual in order to meet the requirement under 45 CFR § 164.524.

- G. Consultant agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that River Bluff Nursing Home directs or agrees to pursuant to 45 CFR 164.526 at the request of River Bluff Nursing Home or an Individual.
- H. Consultant agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Consultant on behalf of River Bluff Nursing Home, available to River Bluff Nursing Home or the Secretary of the Department of Health and Human Services (or his designee), in a timely manner or as designated by the Secretary, for purposes of the Secretary determining River Bluff Nursing Home's compliance with the Privacy Rule.
- I. Consultant agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for River Bluff Nursing Home to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- J. Consultant agrees to provide to River Bluff Nursing Home or an Individual, in a timely manner, information collected in accordance with this Agreement to permit River Bluff Nursing Home to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- K. Except as otherwise limited in this Agreement, Consultant may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, River Bluff Nursing Home as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by River Bluff Nursing Home or the minimum necessary policies and procedures of River Bluff Nursing Home.
- L. River Bluff Nursing Home shall notify Consultant of any limitation(s) in its notice of privacy practices of River Bluff Nursing Home in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Consultant's use or disclosure of Protected Health Information.
- M. River Bluff Nursing Home shall notify Consultant of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Consultant's use or disclosure of Protected Health Information.

- N. River Bluff Nursing Home shall notify Consultant of any restriction to the use or disclosure of Protected Health Information that River Bluff Nursing Home has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Consultant's use or disclosure of Protected Health Information.
- O. River Bluff Nursing Home agrees not to request Consultant to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by River Bluff Nursing Home.
- P. Upon termination of this Agreement, for any reason, Consultant shall return or destroy all Protected Health Information received from River Bluff Nursing Home, or created or received by Consultant on behalf of River Bluff Nursing Home. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Consultant. Consultant shall retain no copies of the Protected Health Information. The provisions of this subparagraph shall survive the termination of this Agreement.
- Q. A reference in this paragraph to a section in the Privacy Rule means the section as in effect or as amended.
- R. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for River Bluff Nursing Home to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

_____/Date
 Vasil Nika, M.D.
 5251 Crestdale Drive
 Rockford, IL. 61114

/Date 4/29/15
 Pam Gentner/Administrator
 River Bluff Nursing Home
 4401 North Main St. Rockford, IL
 61103

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

RESOLUTION AUTHORIZING THE ADMINISTRATOR OF RIVER BLUFF NURSING HOME TO ENTER INTO CONSULTATION CONTRACT

with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,


this 24TH DAY APRIL , 2015.



MARGIE M. MULLINS, Winnebago County Clerk


BY: [Signature] Deputy County Clerk

- N. River Bluff Nursing Home shall notify Consultant of any restriction to the use or disclosure of Protected Health Information that River Bluff Nursing Home has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Consultant's use or disclosure of Protected Health Information.
- O. River Bluff Nursing Home agrees not to request Consultant to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by River Bluff Nursing Home.
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Vasil Nika, M.D.
5251 Crestdale Drive
Rockford, IL. 61114

Date

4/29/15


Pam Gentner/Administrator
River Bluff Nursing Home
4401 North Main St. Rockford, IL.
61103

Date

4/29/15

SPONSORED BY: GARY JURY

RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: OPERATIONS COMMITTEE

2015 CR 048

RESOLUTION AUTHORIZING THE ADMINISTRATOR OF RIVER BLUFF
NURSING HOME TO ENTER INTO CONSULTATION CONTRACT

WHEREAS, the County of Winnebago owns and operates River Bluff Nursing Home; and

WHEREAS, the Illinois Department of Public Health has promulgated rules and regulations for the classification and licensure of skilled nursing facilities and intermediate care facilities which are applicable to River Bluff Nursing Home; and

WHEREAS, the aforesaid rules and regulations provide skilled nursing facilities shall make arrangements for advisory physician consultation; and

WHEREAS, River Bluff Nursing Home currently has a contract in place with John Roska, M.D. for advisory physician consultation services; however, Dr. Roska has advised that he is retiring; and

WHEREAS, Pam Gentner, Administrator of River Bluff Nursing Home, recommends the County of Winnebago enter into a consultation contract with Vasil Nika, M.D. for advisory physician consultation.

NOW THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that Pam Gentner, Administrator of River Bluff Nursing Home, is hereby authorized and directed to, on behalf of the County of Winnebago, enter into a contract with Vasil Nika, M.D. for advisory physician consultation.

BE IT FURTHER RESOLVED that any consultation contract entered into by Pam Genter pursuant to the authority granted in this Resolution shall contain substantially the same terms as the agreement for advisory physician consultation attached to this Resolution and marked as Exhibit "A".

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Administrator of River Bluff Nursing Home, Vasil Nika, M.D., and the County Auditor.


Respectfully submitted,

**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE



Gary Jury, Chairman




Angie Goral



Joe Hoffman



Eli Nicolosi



John F. Sweeney

DISAGREE

Gary Jury, Chairman


Angie Goral

Joe Hoffman

Eli Nicolosi

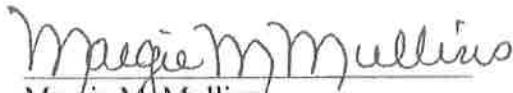
John F. Sweeney

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 23rd day of April, 2015.



Scott H. Christiansen
Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:



Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois