

SAFETY - - RIGHT TO

THE LAW

"...[Hospital] **facilities** shall be designed to afford patients with **..safety...**"

§ 51.61(1)(m), Wis. Stats. [Emphasis added.]

"Staff shall take **reasonable steps** to ensure the **physical safety** of all patients."

DHS 94.24(2)(a), Wis. Admin. Code [Emphasis added.]

DECISIONS

1. A woman **complained about her doctor**, alleging that the **medications** he prescribed for her may have **caused an adverse heart reaction** leading to an **emergency visit** to the hospital. This allegation was **reviewed** by the **Bureau of Regulation and Licensing (BRL)**, which reviews medical allegations of malpractice or injury to others. BRL did not find that the heart reaction and emergency room visit was necessarily caused by the medication. The **grievance process defers to BRL's medical expertise** on such issues and thus there was **no finding** of any rights violation. (Level III decision in Case No. 00-SGE-03 on 9/12/01.)
2. The **county** is **ultimately responsible** for the health and **safety** of a client to whom they provide services. **Even though they have a contract** for an independent **service provider** to do the hands-on services, the **contracted agency's failure** to perform its duties **is also the county's failure**. The **county must monitor** the providers it **contracts** with in order to **ensure that vital services are provided for their clients**. (Level III Decision in Case No. 03-SGE-04 on 6/15/04.)
3. The sister/guardian of a woman filed a grievance about the **care** the woman had received while she was **living in her own apartment**. She had been receiving supportive home care services from an independent service provider under a general contract with the county. The guardian alleged lack of care **causing deterioration** in health to the point of **needing immediate medical attention**. Staff's tasks included providing "acu-checks," monitoring her bathing three times a week and providing medical treatment for her hands and legs with sores. It was found that the woman's **rights were violated** when the contract agency **did not complete** the **assigned tasks** during a period of time and the woman's health deteriorated as a result. (Level III Decision in Case No. 03-SGE-04 on 6/15/04)
4. A client had used an **enclosed canopy bed** (manufactured and labeled as a "Vail 1000" bed) for several years for sleeping at night, occasional naps during the day, and as a platform for some personal cares. After an extensive review of the client's situation, it was concluded that **this particular canopy bed was appropriate and safe** for her use. Though technically a **restrictive measure**, it was found that the bed was the **least**

restrictive alternative to ensure her safety while allowing her to get the sleep she needed. Therefore, the state and county decisions to discontinue their approval of the use of her Vail 1000 bed was a **violation** of the client's right to a **safe and humane environment** and an **arbitrary decision** because it **was not individualized** to this client's **exceptional safety needs and her unique situation**. This decision **does not set precedent for all Vail beds** or other canopy beds, but only for the bed as it was being used in this specific instance. Thus, the precedent is not binding for other provider agencies or other clients. (Level III decision in Case No. 07-SGE-03 on 12/19/07)

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