From:
To: Community Affairs, Committee (SEN)
Subject: Submission, Effectiveness of the Aged Care Quality Assessment and accreditation framework for protecting residents from abuse and poor practices, and ensuring proper clinical and medical care standards are maintained and practised
Date: Wednesday, 21 November 2018 6:02:10 PM
Attachments:

Senator Rachel Siewert
Chair, Senate Standing Committees on Community Affairs – References Committee
PO Box 6100
Parliament House
Canberra
Australian Capital Territory 2600

Please find attached documentation that has been developed as a result of my experience as a GP working in ACF's.

My observations detail the practical issues that have been the subject of longstanding experience that must be addressed by any review. Let the theory speak for itself but very few actually put up ways of dealing with the systemic problems.
Nothing will ever be resolved or improved unless there are prescriptive processes that address the problems. It is time the theorists addressed the day to day real time problems.

I have had discussions with AMA and RACGP over the years and whilst they have always been supportive of the solutions proposed they lack a means of ensuring there is a framework for doctors and ACF's to operate collaboratively in the interests of the residents.

The model I have framed a GP/ACF who provides medical services and how pharmacy services are provided unless the resident and or their guardian are fully informed and participate in the agreement. It is not a foreign concept as it is modelled along the lines of the Independent Nurse Practitioner model Agreement that the RACG developed which provided clear indication as to how two parties act responsibly in ensuring responsibilities and processes are in place to protect all parties.

It addresses the serious problems of residents being provided ad hoc locum services for ACF convenience, ensures patients medical concerns are notified and hospital transfers are carried out in a professional manner and there is financial consent for services provided.

I am not a large organisation with staff and financial backing but an individual GP who has spent a lot of time at AMA GP committee's and discussions with RACGP staff and committee members discussing the accompanying documentation with a view to improving our provision of care to Aged Care Facility Residents.

I would be available to the enquiry should you wish to discuss my submission.

Regards,

Dennis Gration.
Dr Dennis Gration
Belgrave Medical Clinic

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Tel 03 9757 8000
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AGREEMENT FOR PROVISION OF MEDICAL SERVICES BY GENERAL PRACTITIONER

TO RESIDENT OF RESIDENTIAL AGED CARE FACILITIES

Dr [insert name] ("***General Practitioner***") of [insert address]

and

[Insert name] ("**R*ACF***") (ACN [insert if applicable]) of [insert address]

and

[Insert name] ("***Resident***") of [insert address].

TERMS

Introduction

A. The General Practitioner agrees to provide Services to the Resident of the ACF.

B. This Agreement sets out the terms and conditions on which the General Practitioner agrees to provide Services to the Resident of the ACF.

Agreement

1. Definitions

RACF means [insert name] of [insert address].

Agreement means this Agreement.

After Hours means other than the usual hours of practice

Advance Care Directive or Plan means the express wishes of the Resident about his or her future health care.

Authorised Representative means a person who is appointed by the Resident to make decisions about his or her future healthcare as outlined in the Advance Care Directive or Plan.

Business Day means a day that is not a Saturday, Sunday or public holiday in Victoria.

Care Manager means a person engaged or employed by the ACF or a delegate of the Care Manager who is engaged or employed by the ACF.

Clinic means [insert name of the General Practitioner's Clinic and address].

Communications Book means [Dr Gration to insert definition].

Fees means the fees referred to in Clause 5.1 and set out in Schedule 2.

General Practitioner means a Medical Practitioner engaged by the ACF to provide Services to Residents.

Impress Medication means Schedule 4 and Schedule 8 poisons as defined by the Drugs Poisons and Controlled Substances Act 1981 (the Act) and Regulations 2006 that are not supplied on prescription for a specific person but which are obtained by an establishment under the authority of a Health Services Permit as referred to in Clause 5.13.

Locum means a Medical Practitioner as set out in Item 4 of Schedule 1.

Medical Practitioner means a registered medical practitioner pursuant to the *Health Practitioner Regulation National Law (Victoria) Act 2009.*

Nominated Pharmacy means the pharmacy outlined in Item 7 of Schedule 1.

Non-Attendant Care means Services where the General Practitioner does not physically consult with the Resident.

Periodic Review means routine review and monitoring of the Resident's medical condition, prescribing and results.

Resident means a person who resides at the ACF and receives Services from the General Practitioner.

Residential Medication Management Review means a review of the Resident's medication under a valid Medicare Australia Community Pharmacy Agreement referred to in Clause 5.12.

Routine Consultation means a consultation between the General Practitioner and the Resident for the provision of Services.

Services means medical services provided by the General Practitioner to the Resident including Periodic Reviews, renewal of mediation charts, prescription of medications, Routine Consultations, Urgent Consultations and Non-Attendant Care.

Standard Triage Protocol means documenting and providing to the General Practitioner sufficient clinical information of the Resident's medical condition, as referred to in Clause 5.5.

Urgent Consultation means a consultation between the General Practitioner and the Resident for the provision of Services to be administered by the General Practitioner as soon as possible.

Working hours means the usual hours of practice of the practitioner

1.1. **Interpretation**

In this Agreement, unless otherwise indicated by the context:

(a) importing the singular include the plural and vice versa;

(b) headings are for convenience only and do not affect interpretation of this Agreement;

(c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;

(d) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(e) a word importing a natural person includes any company, partnership, joint venture, association, corporation or any other body corporate and any government agency;

(f) a word importing a gender may include any gender;

(g) a reference to any legislation includes any regulation or instrument made under it and where amended, consolidated or replaced means that amended, consolidated or replacement legislation;

(h) a reference to any other document or instrument where amended, supplemented or replaced includes that document or instrument as amended, supplemented or replaced;

(i) a reference to a party to this document includes that party's successors and permitted assigns;

(j) a covenant or Agreement on behalf of two or more persons binds them jointly and severally;

(k) a reference to anything (including, but not limited to, any right) in its entirety includes that thing and any part thereof but nothing in this clause implies that performance of part of an obligation constitutes performance of that obligation; and

(l) no provision of this Agreement will be construed adversely against that party on the basis that the party was responsible for the preparation of this Agreement or that provision.

2. Period of Agreement

2.1. This Agreement comes into effect on the date specified in Item 1 of Schedule 1 and terminates on the date specified in Item 2 of Scheduled 1, unless earlier terminated in accordance with this Agreement.

2.2. Notwithstanding Clause 2.1, an option to extend the term of the Agreement for a further period may be negotiated by the parties.

3. Services

The General Practitioner agrees to provide Services to the Resident of the ACF under the terms and conditions of this Agreement.

4. Obligations of the General Practitioner

The General Practitioner agrees to:

(a) Maintain registration pursuant to the *Health Practitioner Regulation National Law (Victoria) Act 2009* and professional indemnity insurance appropriate for the provision of Services ;

(b) Provide Routine Consultations and Urgent Consultations at a location which is deemed by the General Practitioner to be safe and suitable to provide Services to the Resident;

(c) Provide Non-Attendant Care to the Resident;

(d) Arrange for Routine Consultations during Working Hours by appointment;

(e) Facilitate contact and access to Urgent Consultations with Residents during Working Hours and After Hours;

(f) Provide a Comprehensive Medical Assessment of Residents;

(g) Provide medication charts of up to 6 months duration or as deemed suitable by the General Practitioner;

(h) Contribute to care planning and case conferencing where arranged by the ACF;

(i) Ensure that clear and accurate entries are made in the Resident's medical records and medication charts;

(j) Provide written confirmation of telephone instructions for request for Services from the ACF. This written confirmation can be by facsimile or countersign when the General Practitioner next attends the ACF; and within 24 hours for Schedule 8 medications;

(k) Provide clear documentation to the ACF, including computer generated, to enable ACF to carry out care obligations and meet any statutory requirements.

(l) Provide After Hours and Locum arrangements and notify the ACF of any changes to After Hours arrangements;

(m) Refer the Resident to specialist and allied health services where deemed clinically appropriate by the General Practitioner; and

(n) Respect the rights of the Resident to obtain health care and opinions from other Medical Practitioners or aged care providers of their choosing or transfer of care if requested.

(o) Provide annual evaluation and feedback to the ACF to assist maintenance of ACF standards.

5. Obligations of the ACF

5.1. Fees

The ACF and the Resident agree that:

(a) Services provided by the General Practitioner to the Resident, including Non Attendant Care will be billed in accordance ;

(b) Fees for Services will be payable by the Resident;

(c) The Resident's physical attendance on the General Practitioner is usually required to obtain any Medicare or Department of Veteran's Affairs medical benefits; and

(d) The General Practitioner may be asked to provide Services that do not require physical attendance on the Resident. These Services will still attract a Fee as outlined in Schedule 2.

5.2. Appropriate facilities to provide Services

If the General Practitioner agrees to provide Services to the Resident at the ACF, the ACF agrees to provide supportive facilities to the General Practitioner as follows:

(a) Access to available parking at the ACF;

(b) Ready and physical access to the ACF, including access to security door codes;

(c) Access to the Resident's clinical records and medication charts and other relevant documentation are available at the time of the consultation;

(d) A private area, with appropriate examination lighting, examination couch, hand washing and drying facilities;

(e) A cleared desk , chair, telephone and ACF stationary including new drug charts, pathology and radiology forms;

(f) Contact details of allied health providers accredited at the ACF;

(g) Access to an electrical power point for the General Practitioner's personal computer;

5.3. Routine Communications

The ACF agrees to nominate a Care Manager as outlined in Item 8 of Schedule 1 to communicate with the General Practitioner as follows:

(a) Communicate by facsimile, with a follow up telephone call to the General Practitioner to ensure that arrangements are in place to act on the matters raised if not responded to by the General Practitioner within 3 working days;

(b) Be available when the General Practitioner provides Services to the Resident;

(c) Be aware of care needs of the Resident;

(d) Discuss with the General Practitioner the implementation and management plan documented by the General Practitioner;

(e) Ensure any ACF requirements are complied with; and

(f) If the Care Manager is unavailable at any time, provide the General Practitioner with appropriate details of an appropriate contact person at the ACF.

5.4. Periodic Reviews

The ACF agrees to:

(a) Maintain a reminder system to ensure the Resident receives Periodic Reviews, pathology tests, medical recalls and medical appointments;

(b) Arrange and coordinate transport and supervision of the Resident to receive Services from the General Practitioner at the Clinic;

(c) Provide appropriately trained ACF staff to manage the care recommended by the General Practitioner;

(d) Be responsible for coordinating and arranging care recommended or referred by the General Practitioner with other care health service providers such as specialists, pathology or allied health services, including booking appointments and arranging transport if required;

(e) Ensure that requests for care are agreed and consented to by the Resident or the Resident's authorised representative;

(f) Arrange discussions between the Resident, the Resident's family and ACF staff to ensure Advanced Care Directives and Plans are updated;

5.5. Urgent Consultations

The ACF, on behalf of the Resident, will:

(a) Obtain, document and provide sufficient information for triage of medical deterioration or new medical conditions using the Standard Triage Protocol as follows:

Resident name and time of event;

Symptoms;

Observed signs, including Blood Pressure, Heart Rate, Respiratory Rate and Temperature;

Location of signs and symptoms;

Duration/frequency;

Pain and severity;

Actions taken;

Degree of urgency;

(b) Send a facsimile of the Standard Triage Protocol to the General Practitioner; and

(c) Telephone the General Practitioner to ensure appropriate care and/or advice is sought and implemented for the Resident.

5.6. Emergency Care

If requested by the Resident or where immediate medical attention is deemed necessary by the Care Manager and/or other Medical Practitioner at the ACF, the ACF will obtain emergency care for the Resident by :

(a) Calling 000;

(b) Calling a Medical Practitioner already in attendance at the ACF; and

(c) Contacting the General Practitioner.

5.7. Transfer to Hospital

When the Resident is unexpectedly transferred to hospital, on behalf of the Resident, the ACF will:

(a) Complete the Standard Triage Protocol;

(b) Provide a copy of the Standard Triage Protocol to the ambulance officer and/or hospital together with the most recent medical record summary and contact details of the General Practitioner; and

(c) On the same day the Resident is transferred to hospital, notify the General Practitioner of the Resident's transfer to hospital; and

(d) Provide the General Practitioner with a copy of the completed Standard Triage Protocol and the outcome by facsimile the following day.

5.8. Resident's Death

When a Resident dies, the ACF agrees to:

(a) Obtain confirmation of the death from a Medical Practitioner as soon as practicable;

(b) Document the circumstances prior to the death and actions already taken by the ACF.

(c) Notify the General Practitioner as soon as practicable of the death by telephone and facsimile to enable follow up by the General Practitioner including issuing of death certificates; and

5.9. Hospital Discharge

When a Resident is discharged from hospital, on behalf of the Resident, the ACF agrees to:

a) Notify the General Practitioner when the ACF becomes aware the Resident is being discharged from hospital;

b) Obtain from the hospital, a completed hospital discharge summary including a list of discharge medications; and

c) Provide a copy of the hospital discharge summary and list of discharge medications to the General Practitioner.

5.10. Documentation

The ACF agrees to:

a) Ensure all documentation is available to the General Practitioner when Services are provided to the Resident;

b) Ensure the General Practitioner's Communications Book is maintained at the ACF and provided to the General Practitioner;

c) Give the General Practitioner access to progress notes, medication charts, incident and triage reports and where relevant copies of clinical observations such as temperature and blood pressure; and

d) Ensure facsimiles sent to the General Practitioner includes the sender's contact details and the number of pages sent.

5.11. Medication Charts and Prescriptions

To ensure the Resident is appropriately prescribed medication, the ACF agrees to:

a) Enter into arrangements with a Nominated Pharmacy, as outlined in Item 7 of Schedule 1, to obtain medications for the Resident;

b) Coordinate prescription requirements for the Resident by arranging prescribing during Routine or Urgent Consultations;

c) Notify the Resident that requests to the General Practitioner to prescribe outside Routine and Urgent Consultations may incur Fees for the Resident;

d) In order to support dispensing by the Nominated Pharmacy to the Resident, the ACF agrees to:

i) arrange medication chart renewal at least 2 weeks prior to the date of expiry;

ii) where the ACF has not obtained a medication chart from the General Practitioner before the date of expiry, arrange and obtain a short term medication chart of no more than one month's duration from the Locum or alternative Medical Practitioner;

iii) where the ACF arranges for the Locum or alternative Medical Practitioner to prescribe medication, the ACF will be responsible for obtaining these medications on prescription from the Locum or alternative Medical Practitioner;

iv) unless otherwise advised by the General Practitioner, the expiry of the Resident's medication chart or prescription is an appropriate time to review the effectiveness and ongoing need for the medication;

v) all prescription medication and particularly all Schedule 8 Drugs and PBS Authority Medications, require advance arrangements to obtain prescriptions before the prescription expires;

vi) ACF will maintain a robust system to ensure the Resident is reviewed, by the General Practitioner, Locum or alternative Medical Practitioner, prior to expiry of the Resident's prescribed medication;

vii) Requests from the Nominated Pharmacy for post-dated and back-dated prescriptions is not permitted.

e) Advise and arrange review of the Resident by the General Practitioner if:

i) the Resident's condition has changed that may indicate a change in medication or withholding of medication;

ii) a medication chart has been changed by another medical practitioner that requires review or prescription by the General Practitioner; and

iii) the Resident's medication is withheld or ceased due to the Resident's possible allergy.

5.12. Residential Medication Management Review

To ensure the Resident obtains an annual Residential Medication Management Review, the ACF agrees:

a) To arrange the Residential Medication Management Review to take place 6 to 8 weeks prior to renewal of the Resident's Medication Chart;

b) To advise the General Practitioner of the scheduled Residential Medication Management Review and coordinate communications between the Nominated Pharmacy and the General Practitioner;

c) To ensure appropriate blood tests, such as renal and liver function tests, are arranged prior to the Residential Medication Management Review; and

d) Not to take action on recommendations made by the Nominated Pharmacy, without arranging a consultation or Non-Attendant Care with the General Practitioner.

5.13. Impress Medication

Where provided for by the Resident's Advanced Care Directive or Plan, the General Practitioner may prescribe and the ACF agrees to make available to the Resident, Impress Medication for palliative care.

5.14. Risks Communication

The ACF agrees to advise the General Practitioner by telephone and in writing of any infection or incident that may generally expose the Resident to health risks such as influenza, gastroenteritis and scabies.

6. Termination

This Agreement may be terminated by:

(a) Mutual consent of the parties in writing; or

(b) By one party providing 4 weeks written notice of termination.

7. Assignment

Any and all rights existing under this Agreement will not be transferred or assigned by either party without the prior written consent of the other party, which consent is to not be unreasonably withheld.

8. Notices

8.1. A notice or other communication required or permitted to be given by one party to another must be in writing and:

(a) delivered personally; or

(b) sent by pre-paid mail to the address of the addressee specified in this Agreement; or

(c) sent by facsimile to the addressee with acknowledgment of receipt.

8.2. A notice or other communication is taken to have been given (unless otherwise proved):

(a) if mailed, on the second Business Day after posting; or

(b) if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

8.3. A party may change its address for service by giving notice of that change in writing to the other parties.

9. Waiver or variation

9.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

9.2. The exercise of a power or right does not preclude:

(a) its future exercise; or

(b) the exercise of any other power or right.

9.3. The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

10. Governing law and jurisdiction

10.1. This Agreement is governed by the laws of the State of Victoria.

10.2. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

11. Further assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

12. Confidentiality

12.1. A party may not disclose anything in respect of this Agreement, unless such disclosure is required:

(a) by applicable law; or

(b) unless prior written consent of the other party is obtained.

12.2. A party may disclose anything in respect of this Agreement to the officers, employees and professional advisers of that party but it must use its best endeavours to ensure all matters disclosed are kept confidential.

13. Counterparts

This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party. The counterparts are not effective until they have been exchanged.

14. Whole agreement

In relation to the subject matter of this Agreement:

(a) this Agreement is the whole agreement between the parties; and

(b) this Agreement supersedes all oral and written communications by or on behalf of any of the parties.

15. No reliance on warranties and representations

In entering into this Agreement, each party:

(a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any person; and

(b) has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

16. Severance

If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

17. No merger

Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

18. Consents and approvals

Where this Agreement gives any party a right or power to consent or approve in relation to a matter under this Agreement, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.

Signing Page

Executed as an Agreement

SIGNED SEALED & DELIVERED by [INSERT NAME OF RESIDENT] (Resident) in the presence of:

Signature of Witness

Signature

Name of Witness

SIGNED SEALED & DELIVERED by [INSERT NAME OF ACF] (ACF) in the presence of:

Signature of Witness

Signature

Name of Witness

SIGNED SEALED & DELIVERED by [INSERT NAME OF GENERAL PRACTITIONER] (General Practitioner) in the presence of:

Signature of Witness

Signature

Name of Witness

SCHEDULE 1 – PARTICULARS

Item 1	**Commencement Date:**	[insert date]
Item 2	**Termination Date:**	[insert date]
Item 3	**Resident details**	
	Name:	[insert]
	Address:	[insert]
	Telephone:	[insert]
Item 4	**Power of Attorney**	
	Name:	[insert]
	Phone:	[insert]
	Address	[insert]
Item 5	**Person Responsible for Accounts**	
	Phone :	[insert]
	Address:	[insert]
Item 6	**General Practitioner Details**	
	Name	**[insert]**
	Registration number	[insert]
	Name of practice	[insert]
	Practice telephone	[insert]
	Practice facsimile	[insert]
	Practice mobile	[insert]
	Usual hours of practice	[insert]
	Emergency contact and after hours number/s	[insert]
Item 7	**Locum Service Phone**	[insert]

Item 7	**Residential Aged Care Facility Details**	
	Name	[insert]
	Registration number	**[insert]**
	Address	[insert]
	Telephone	[insert]
	Facsimile	[insert]
Item 8	**RACF Care Manager**	
	Name: [insert]	[insert]
	Telephone: [insert	[insert]
	Facsimile:	[insert]
Item 9	**Nominated Pharmacy**	
	Name:	[insert]
	Address:	[insert]
	Telephone:	[insert]
	Facsimile:	[insert]

Collaborative Care Agreement - General Practitioners and ACF/s

Rationale:

- Aged Care Facilities (ACF) and General Practitioners are required to uphold standards of service within regulatory requirements, accreditation standards and professional standards. There are Guidelines available however at some stage the mechanism by which these services can and will be carried out to meet the needs of the particular Resident needs to be described and agreed to by the Resident, (or their representative) and the General Practitioner and ACF.

- Aged Care Facilities are required to hold agreements with service providers to ensure they fulfill their funding agreements. This Agreement fulfills this requirement and takes into account the wishes of Residents in the context of what is practical and is agreed by the parties.

- General Practitioners provide a range of services to Residents of ACF's and only some are fully or partly funded by Medicare. Services requested of GP's by family and ACF's and other service providers such as pharmacies on behalf of Residents will likely incur costs to Residents.

- This Agreement is to ensure that all parties are aware of the conditions and obligations that are required to ensure ACF Residents have timely and appropriate arrangements to enable access to ongoing clinical care.

- To ensure appropriate standards are achieved practical outcomes need to be identified and measured.

- Factors favoring a good working relationship may also assist retain and encourage more General Practitioners to work in Aged Care Facilities.

Discussion

A formal working agreement that identifies favorable procedures and processes that ensure care providers understand what creates an efficient and effective service provision environment.

This Agreement is a framework and should be varied to suit the circumstances of the Resident. It also assists to identify and manage common problems before they occur.

Some ACF's employ or engage other health providers and allied health services or care coordinators. General Practitioners provide care and advice that is coordinated with these other service providers. Where General Practitioners are called upon to work with other service providers there will be occasions that costs will be incurred that may not be rebatable by Medicare.

Most General Practitioners working in ACF's would experience the pressure ACF's have finding General Practitioners to care for new Residents. In addition to ensuring high standards of access to clinical care, this Agreement ensures that ACF's appreciate that they can strongly influence the decision of General Practitioners to remain or choose to care s in ACF's.

General Practitioners who visit ACF's often visit several facilities and can draw on those observations to identify what is already achievable best practice and observe what factors assist or detract from high standards of Resident care. Similarly ACF's often experience alternative General Practitioners who have working models that are more successful.

Examples of Problem Areas Addressed:

Most General Practitioners can recount experiences that are unhelpful, cause confusion and excessively wasteful of time. Cumulatively these can be quite disturbing and affect their willingness to be involved in services to residents of ACF's.

Some examples of these experiences include:

- Transfer to hospital without General Practitioner notification
- Return from hospital without General Practitioner notification
- Inappropriate feeding after stroke resulting in aspiration and eventual death
- Non notification of resident death
- Locum service being called and asked to complete an urgent expired 6 month medication chart
- Urgent or ill-defined requests to attend a Resident for relatively benign conditions such as blocked ears
- Administration of non-prescribed medication when contraindicated
- ACF's entering into arrangements with Pharmacies operating on the presumption that General Practitioners will back date scripts for medication ordered by another doctor (hospital) without need for review including SS8 Drugs and Authority Required medication.
- Pharmacy Medication Reviews being done without arranging General Practitioner involvement
- Requests for prescriptions for medication for conditions requiring specialist medical review

- Allied health requests for renewal of referrals without any reports on past progress, current findings and services that may be recommended.
- Inaccessible “incident reports” for afterhours visits
- Specialist consultation appointments not made upon referral.

Similarly ACF’s can and will identify problems associated with medical service provision that need to be identified and documented as a means of ensuring clarity of what clinical support services they provide to and on behalf of Residents.

About The Agreement:

The Agreement specifically addresses the above issues and many more. All staff and ACF contractors responsible for communicating with General Practitioners need to be aware what processes assist guide and maintain high standards of clinical care to Residents.

With that in mind the ***Collaborative Care Agreement - General Practitioners and ACF /s*** has been developed and can be adapted to suit the parties involved. There are 5 Components:

A. ***A guide for Collaborative Care Agreements – General Practitioners and ACF/s***

B. ***The Collaborative Care Agreement - General Practitioners and ACF /s***

Contains the detail of the standards to which the parties agree and may refer to

C. ***Fees For Services:***

Outlines fees associated with various services that are not covered by Medicare. In the past it has been wrongly assumed that General Practitioners are recompensed for any and all services, call outs and communications. This is not the case and where ACF’s and their contractors request services, it needs to be agreed by the Resident in advance what fees may be incurred by the Resident when these are generated by ACF related care providers.

D. ***Feedback Evaluation and Improvement:***

It is hoped that this Agreement will form the framework of a strengthening relationship with your ACF and our practice and enable us all to better understand what is beneficial and helpful in the interests of Residents generally.

Continuous improvement can occur where there are robust feedback mechanisms. Action to change processes needs to be a part of the everyday culture to ensure organizations and individuals are focusing on improvement to processes. A mechanism to ensure that this can be done and responded to as needed as well as during periodic review is the way forward.

This will assist develop the Agreement in the light of experience.

D ***Triage Protocol***

Medical clinics are required to have triage protocols to guide all staff as to the appropriate means of ascertained when a patient requires attention. ACF’s and General Practitioners need an agreed basis on which to determine the non-routine care needs of ill or injured Residents. This requires the formal gathering of basic observations and history from appropriately trained staff of the Resident’s condition which can be conveyed to the General Practitioner.

Belgrave Medical Clinic

1575 BURWOOD HIGHWAY TECOMA, 3160

Tel: (All Hours) 03 9757 8000 Fax 03 9754 4611

Executive Director
XXXX Aged Care Facility
XXXXXXXXX Street
XXXXXX , Vic, 3156

6th of July, 2009

Dear Executive Director,

I wish to take this opportunity to examine a number of frequently occurring matters affecting the health and wellbeing of residents of Aged Care Facilities I visit.

Those medical practitioners who visit aged care facilities can visit more than one facility and are in a position to identify those facilities that do some things better than others and what is already achievable best practice but not always occurring.

With fewer GP's attending Aged Care Facilities it is vital that access to medical service provision is fostered by review and continuous improvement processes. Other alternatives to General Practitioner medical care provision are possible; such as prescribing nurse practitioners and self referring to allied health with care coordinators etc. These are unlikely to be acceptable for General Practitioners who then are exposed to greater risks of being involved in fragmented care arrangements with care choices being arranged and designed by intermediaries. Some practitioners will not agree to provide care under these arrangements as many have already chosen to do.

One of the most important roles that general practitioners have is their direct care of patients and their willingness to be patient care advocates. It is therefore important to refer to standards of care which can be measured and reviewed to ensure service delivery is sound and of an achievable high standard.

A variety of undesirable observations that have breached basic standards have been noted in the past 12 months. These comments do not reflect on any particular facility but indicate that the cumulative effect can be quite disturbing.

- Transfer to hospital without notification
- Return from hospital without notification
- Inappropriate feeding after stroke resulting in aspiration and eventual death
- Non notification of Death
- Locum service being called and asked to complete a 6 month drug chart
- Calls to attend patient for urgent same day review for blocked ears
- Administration of non prescribed medication when contraindicated
- Pharmacies filling blister packs on the presumption that GP's will prescribe medication ordered by another doctor.
- S8 drugs and Authority medication dispensed without prescription.

- Requests from pharmacies for numerous back dated (illegal) prescriptions.
- Requests for prescriptions for medication for conditions requiring specialist medical review
- Allied health requests for renewal of referrals without any reports on past progress.
- Inaccessible “incident reports” for after hours visits.

These matters are not isolated events and all can and should be resolved. Cumulatively these observations offer great opportunities to examine how processes can be improved. With that in mind the following *Agreement for Provision of Medical Services* is attached.

It is hoped that this will form the basis of a strengthening relationship with your facility and our practice and enable us all to better understand what is beneficial and helpful in the interests of aged care residents generally.

Yours sincerely,

Dr. Dennis Gration

Belgrave Medical Clinic
1575 BURWOOD HIGHWAY TECOMA, 3160
Tel: (All Hours) 03 9757 8000 Fax 03 9754 4611

Aged Care Hostels and Nursing Homes
Agreement for Provision of Medical Services

We are pleased to provide medical care to our nominated patients.

We have noted a number of matters that enable us to improve the overall quality of medical care to patients and meet the expectations of their families.

Responsible staff should be aware of the following recommended standards.

Documentation and Communication

- All health concerns expressed by staff, consultations and services need to be documented and available to the doctor in a common patient file.
- Where necessary this will include instructions for the Aged Care Facility staff to arrange follow up care arrangements with another provider such as Medical specialist, pathology or allied health.
- A system to ensure routine reviews, recalls and appointments needs to be in place.

Doctor Attendances Routine or Urgent:

Medicare requires that patients be seen for the provision of General Practitioner medical services.
Doctor visits require availability as a matter of routine at the time of arranged consultation of:

- Drug Chart
- Patient File
- Documentation of incidents, urgent health deterioration or medical conditions/symptoms reported or noted made available
- Staff member attending patient at time of visit have detailed handover.
- Patient is located where they can be afforded privacy and examined.

Routine Medical Reviews

Hostel to arrange routine appointments with the clinic.

- Agreed periodic reviews.
- Drug Charts and Pharmacy Reviews
- Specified Medical condition reviews eg. Diabetes, Pain Management, Falls Management
- Pathology results monitoring, eg INR rule 3 exemption
- Allied Health Referral Requests
- Where staff have concerns about patient care these should be clearly documented and review arranged.

Patient Death or Hospital Transfer

It is the Hostel/Nursing home responsibility to notify the General Practice as soon as possible of a patient death, transfer to or from a hospital to ensure appropriate follow up.

Prescriptions and Drug Charts

- Arrange routine appointment for Drug Chart Renewal 2 weeks in advance
- Not to permit a locum or another doctor to prepare a Drug Chart longer than 2 weeks

- Hostel arrange for medical review of patients for all S8 or Authority medications **before** scripts are due.
- Advise usual GP in writing if patient has seen Specialist or attended outpatient services and changes have been made to medication or treatment.
- Arrange review if patient has had medication changes requiring ongoing prescribing.
- Notification in writing of non prescribed medication
- Not to administer medication without agreement with medical agreement.
- Most medications can be prescribed for up to 3 or 6 months in advance.
- Pharmacies are not permitted to dispense medication without a prescription.

Urgent Medical Services:

- Ring the clinic and arrange an appointment.
- It will be expected that the Aged Care facility provide sufficient information for Triage. A standard triage protocol is recommended and staff calling the clinic/doctor should be conversant with this. Protocol should include:
    - Symptoms
    - Observed signs
    - Location
    - Duration/Frequency
    - Pain and Severity
    - Documentation of illness
    - Assessment of degree of urgency

- After Hours Instructions: Ring the Clinic all hours. Direct connection to Locum Service is available.
- Notification of GP clinic if patient transferred to hospital, fax is acceptable.

Pandemic Risk

Advise GP if the facility has been advised of infection or incident that may expose residents to health risk such as; influenza, gastroenteritis or scabies.

Dr. Dennis Gration
Belgrave Medical Clinic

Date: 6th July, 2009

Executive Director
Willowbrooke Aged Care Hostel
9a Willow Road
Upper Ferntree Gully, Vic, 3156

6th of July, 2009

Executive Director
Glengollan Village
1 Lording Street
Upper Ferntree Gully, Vic, 3156

6th of July, 2009