Definitions

In these terms and conditions, unless context otherwise requires:

'we' and 'us' means the contract holders, Clinical Assessments Limited for CMDHB, Procare Health Limited for ADHB or Primary Options Limited for WDHB. This is dependent on which service the patient is being referred to

'The service' means the Primary Options for Acute Care (POAC) service

'Doctor' means the referring Doctor

'Practice' means the Medical Centre which the Doctor is practicing

Background

This document represents a Contract between us and Doctors wishing to refer to the POAC service.

The service is operated by us under contract to the Counties Manukau, Auckland and Waitemata District Health Boards.

The range of acute alternative services includes, but is not limited to, the range of services listed in the POAC information manual.

Objective

The objective of the service is to have an immediate and significant impact on health outcomes for Patients and the growth in acute hospital referrals by empowering primary care providers to provide more flexible and responsive alternatives to an acute hospital referral.

Outcomes

The overall outcome of the service is to demonstrate Primary Care's ability to reduce the hospital acute demand.

The specific outcome sought by The Service is 85% of referrals "managed without admission".

Definition of the Service

The Service and its procedures are defined in the POAC Information Manual. The POAC Service may be modified from time to time.

Qualifying Patients

All Patients of Qualifying Doctors who are eligible for healthcare funding in New Zealand (defined in the POAC Information Manual and the MOH website) are eligible to be referred to the service.

Any Patient who, following a normal consultation, the Doctor would normally refer acutely to one of the Auckland Metro hospitals, and the Doctor considers could be safely managed in the community with extra funded support or diagnostic services, can be referred to the service.

Qualifying Doctors

Any Registered Medical Practitioner who holds a current Annual Practicing Certificate and has not been found guilty of disgraceful conduct under the Medical Practitioners Act 1995.

Medical and Nursing Staff

All medical and nursing staff employed by the referring doctor will be registered with their appropriate statutory body and hold a current annual practicing certificate.

Clinical Responsibility

When a Doctor who is not the Patient's GP, refers a Patient to the service, (the Initiating Doctor), he/she agrees to advise and hand over care to the Patient's GP at the earliest practical opportunity e.g. next working day.

The Initiating Doctor carries clinical responsibility for managing the Patient's acute illness until the responsibility has been accepted by the Patient's GP.

Quality Standards

Doctors referring Patients to the service will apply sound clinical judgement to ensure that patient safety is not compromised and abide by the POAC Clinical Policies. Clinical Pathways will be followed where available.

Records

In addition to regular Clinical Records, Doctors referring to the service will complete the POAC Referral Form, and ensure the correct Case Reference Numbers are documented on all forms.

Indemnity

When using the service the Doctor agrees to take full clinical responsibility for managing the treatment and ongoing care of their Patient in the community.

The Doctor indemnifies us against any loss, damage or expense incurred by us as a result of any action or poor performance by the Doctor.

Audit

The Doctor agrees to co-operate with us in its audit responsibilities under the contract between us and the DHB.

The Doctor agrees to allow the DHB reasonable access to premises, all relevant information, and POAC referred patients or their families as required for audit purposes.

For the purposes of carrying out any audit, access to clinical information will only be made available to a suitably qualified registered medical practitioner.

Claiming

The Doctor agrees to adhere to the claiming instructions as defined in the POAC Information Manual and as modified from time to time by us.

The Doctor agrees to complete a referral form for each claim made by the Doctor or the Doctor's Practice and notifies the POAC office of a referral within 24hrs of initiation. The Doctor agrees to forward all relevant information along with the claim within 30 days of completion of the episode of care.

Payment for the Service

We agree to pay for all appropriate referrals made by the Doctor to the Service. Claims may be adjusted as per POAC funding policies and/or the fees outlined in the POAC claiming guide.

Cost Control

Payment of the Service is subject to the POAC Referral Cost Control Process.

Doctor Acknowledgement

In signing the Referral Form or submitting a referral electronically, the Doctor acknowledges that he/she has read, understood, and agrees to be bound by these Terms and Conditions when referring the service.

Clinical Governance

The Doctor agrees to adhere to the Clinical Governance Procedures as contained in the Clinical Governance Process and its amendments.

Vulnerable Children Act 2014

In accordance with the Vulnerable Children Act 2014, the Doctor's Practice will have a child protection policy containing provisions on the identification and reporting of child abuse and neglect and will undertake worker safety checks.

We reserve the right to modify or limit the availability to the Service without further notice.