

# **Meadowbrook Policy**

*Policy based surrounding resident care needs*

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### 64. Section 11: Privacy Policy

Most changes to be in place and operational before 1 July 2012;

#### Summary of major changes

This table summarises the major sections of the new SRS Act and draft Regulations we are to comply.

#### **Topic Summary of major changes Section of the Act and draft Regulations**

Residents may only be charged certain types of fees (security deposits, reservation fees, establishment fees, fee in advance, fees for accommodation and support, and fees for items provided at the SRS). There are limits to what can be charged for these types of fees.

These fees will be kept in a trust account (within seven days for new residents and 28 days for existing residents) and a detailed receipt may be given to the resident.

If a security deposit is charged, a copy of the condition report that has been signed by the proprietor and endorsed by the resident may be given to the resident.

Separate records may be kept of the funds for each resident where money is kept in a trust account (within 28 days of the Act commencing).

Fees may remain in a trust account unless a proprietor is entitled to withdraw an amount.

Certain rules apply to the use/refund of reservation fees.

Trust fund monies may be returned to the resident with 14 days of the resident leaving the SRS.

Fees and management of residents' money

Deductions from security deposits (other than for fees in arrears and damage or loss of goods belonging to the proprietor) can only be allowed with the consent of the resident.

#### **Topic Summary of major changes Section of the Act and draft Regulations**

Residents can apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order to the proprietor to repay certain fees.

Written information explaining all fees and charges, including any refund policy, may be provided to incoming residents and may be explained to residents.

Residents may be given 28 days' written notice of any fee increase.

Fees and management of residents' money

The limits to prohibited and reportable transactions have been increased.

Criminal record checks may be undertaken for all new SRS staff. Certain offences exclude people from being employed in an SRS

The *Crimes Act 1958* has been amended and makes it an offence for people working in an SRS to engage in sexual activity with residents who have a cognitive impairment (unless the person is the resident's spouse).

A manager is to be appointed if the proprietor is not usually on site, and an application for approval of the manager will be submitted to the department.

Staffing requirements

If approval of a manager is not given, an alternative person may be appointed and assessed.

Minimum staffing requirements set out the number and qualifications of staff who may be on duty at the SRS. At all times there may be sufficient staff able to meet the personal support needs of residents in a timely way.

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- the qualifications and hours of work for the personal support coordinator (PSC)
- training for the PSC over three years
- having a qualified staff member on duty over the weekend
- having a staff member with first aid qualifications on duty at all times.

Information for prospective residents

Additional information may be provided to prospective residents about the new types of fees and charges, the role of the nominated person, information on notices to vacate and rights to apply to VCAT.

The residential agreement for residents is renamed the residential and services agreement (RSA) and will include additional information on fees, money management, appeals to VCAT, and notices to vacate.

A resident can nominate a person to whom information about the resident can be given.

**Residential and Services Agreement: RSA**

An RSA be signed by a resident and that resident may be given the minimum notice period if changes are to be made: 28 days' notice for fee increases and seven days for other changes.

In certain circumstances a resident may be given a notice to vacate. A copy of the notice may also go to the resident's nominated person, if there is one.

### **Notices to vacate**

The notice to vacate contain certain information and the notice period may be at least the statutory minimum. The proprietor may notify the department within 1 business day if certain notices to vacate are issued to a resident.

A resident may apply to VCAT to challenge a notice to vacate within a set timeframe:

5 days for immediate notices to vacate,

28 days for longer notice periods.

If a resident does not leave voluntarily, a proprietor may apply to VCAT for an order to vacate.

A resident may give notice of their intention to vacate to the proprietor within the specified timeframe in RSA.

If no notice period is specified in the RSA a resident may give no less than 2 days' notice.

### **Notice of intention to leave**

A proprietor cannot require more than 28 days' notice of a resident's intention to vacate.

**Support plans** Care plans will be renamed **Support Plans** as of 1<sup>st</sup> July 2012

A support plan be prepared for each resident and it is prepared in consultation with the resident's nominated person, if there is one.

### **Accommodation and personal support standards :** *The standards are now framed as 'resident outcomes'.*

A proprietor must meet all of the accommodation and personal support standards set out in the draft Regulations. s. 59, r. 29

Medication management (supervision, administration and distribution) has been clarified, for example:

- A lockable cupboard/drawer for medication storage be provided, and are under direct .
- Before giving or supervising medication, the staff member to check the five R's (**right resident, right medication, right dose, right route, right frequency/time**).
- Staff should consult the treating health practitioner or pharmacist if there is any concern about giving a medication.
- Medication be returned to the resident when the resident leaves the SRS or is disposed of when the resident no longer needs it.
- A record of medication, containing the specified information, be made at the time it is given or supervised.

### **Record Keeping and reporting**

Certain types of serious incidents are 'reportable' to the department by the end of one business day following the incident.

These types of incidents are defined in the Regulations.

### **Record keeping and reporting**

Records about incidents, including reportable incidents, be kept in a numbered and centralised way.

**Complaints** The complaints system at the SRS is now consistent with the principles of the Act and other principles set out in the Regulations. ss. 75, rr. 40– 43

Specified elements of a complaints system include:

- Information about the complaints system easy to read for staff and resident

## **Meadowbrook Policy 1A**

- An annual review of complaints and reasonable steps to address recurrent issues
- commencement of an initial investigation of a complaint within two days
- records of complaints is consolidated form to allow for later inspection by AO and CV's

### **Monitoring and oversight of the new scheme**

The SRS program and its authorised officers are responsible for ensuring compliance with the Act and Regulations. All regulatory activities are considered against achieving the regulatory objective of protecting the wellbeing and safety of SRS residents.

As currently occurs, authorised officers will continue to monitor compliance of SRS with their regulatory requirements through a combination of activities including inspections (announced and unannounced), investigation of complaints and notifications, and audit activities. The new scheme does, however, introduce some changes to enforcement:

- There are new actions the department can take in response to an identified breach, which include entering undertakings, issuing compliance notices, and issuing infringement notices for certain offences.
- All current offences have been reviewed, and in some instances the level of fines payable adjusted to make them consistent with current Victorian Government policy.

## **Principles for operating an SRS**

The objective of the Supported Residential Services (Private Proprietors) Act is to protect the safety and wellbeing of residents living in SRS. The Act sets out a number of important principles that apply to the operation of all SRS. These principles focus on the recognition of residents' rights, as well as the importance of supporting residents to live as independently as possible and to participate in decisions regarding the services they receive.

The principles state that:

Residents of an SRS have the same rights and responsibilities as other members of the community and should be empowered to exercise those rights and responsibilities

- Privacy
- Freedom of expression, Freedom from abuse, neglect or exploitation
- Fair and equal treatment
- Dignity and respect

We should support residents to live as independently as possible by – recognising the resident's right to make decisions, provided these decisions do not unreasonably affect the rights of others supporting them to participate in decisions regarding the services they receive allowing them the right to choose their service providers recognising their right to participate in activities involving a degree of risk

We should support residents as far as possible by providing residents with information that will assist in decision making facilitating access to activities

We should provide safe and comfortable surroundings and ensure that supported services take account of the needs of individual residents as far as possible.

We are expected to apply the principles in the day-to-day operation of our SRS, particularly in relation to providing accommodation and personal support to residents, in our complaints procedures, and in other policies and practices in place at our SRS.

## Section 1

### **Fees and management of residents' money**

What stays the same?

- ☐ Written consent is needed before managing a resident's money.
- ☐ The amount of a resident's money that can be managed is limited.
- ☐ We may direct staff to handle a resident's money.
- ☐ Itemised records of expenses may be kept.
- Basic prohibitions on us include:
  - accepting gifts over a certain value
  - buying something from a resident at less than market value
  - selling an item to a resident at greater than market value
  - entering into other transactions worth more than the specified amount that are not in writing, signed by the parties and supported by independent legal or financial advice.

What's changed?

- ☐ We cannot be a resident's guardian or administrator unless We are the resident's nearest relative or appointed by VCAT.
- ☐ We cannot be a resident's 'person nominated' unless we (or a close associate) are the resident's nearest relative.
- ☐ There is a limit on the types and amounts of fees and charges that we can request or accept from residents.
- ☐ If a security deposit, fees in advance, establishment or reservation fee is charged, we may have the required arrangements in place:
  - provide information to residents about these fees, including any refund policies
  - deposit monies into a trust account
  - provide a receipt containing the prescribed information
  - for security deposits, provide a condition report, signed by us and verified by the resident
  - withdraw allowable deductions from the trust account only as permitted
  - refund the balance of any monies within 14 days of the resident leaving
  - inform residents of the right to apply to VCAT about getting a refund.

### **Fees, charges and security deposits** ☐ ss. 89–93 of the Act

There are now legislated limits on the types of fees and charges that an SRS can either request a resident to pay or accept from a resident. This means it is against the law for We to charge residents any fees or charges other than those listed below. There are also limits on how much residents can be asked to pay for most of these charges. The only fees and charges that We can request a resident to pay are:

- a security deposit
- a fee paid in advance
- a reservation fee
- an establishment fee
- a fee for the resident's accommodation and personal support
- an amount for an item or service purchased at the SRS.

#### **Security deposits**

A security deposit is an amount of money paid to We by a resident in advance to cover potential losses that We may suffer as a result of a resident or a resident's visitor causing damage to the SRS, or a failure to pay fees. Security deposits may not exceed one month's fees.

#### **A fee in advance**

These are fees paid before they are due. Typically, these are fees for a resident's accommodation and personal support that are paid in respect of a future period. We may not accept fees in advance greater than one month's fees unless requested by a resident, in writing, to accept a greater amount.

#### **Reservation fees (N/A)**

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A reservation fee is a fee to reserve a place at an SRS. Reservation fees cannot exceed more than two weeks' fees. We may provide written information to a proposed resident or a person acting on behalf of a proposed resident, stating how the reservation fee will be used and the circumstances in which the fee, or part of the fee, may be forfeited by the proposed resident. If the resident moves into Wer SRS, We may deduct that reservation fee from the fees payable to We under the residential and services agreement (RSA). If the resident does not move into our SRS, We may refund the reservation fee in accordance with the written information We have previously provided to the prospective resident.

### **Establishment fees (N/A)**

An establishment fee is a fee to cover the costs of identifying a resident's needs and preparing a support plan for that resident. Establishment fees cannot exceed two weeks' fees. If a prospective resident does not move into Wer SRS, We will refund the establishment fee in accordance with the written information We have previously provided to the prospective resident.

### **A fee for the resident's accommodation and personal support**

These are fees we set in respect of a resident's accommodation and personal support. The accommodation and personal support services provided may be specified in a resident's RSA.

### **Charges for items or services purchased at the SRS**

Charges for items or services purchased at the SRS are those day-to-day expenses that are not included in the accommodation and personal support fees. These might include hairdressing and manicure services that come to the SRS, excursions outside the SRS, or incidental items such as non-essential toiletries (for example, perfume or aftershave).

### **Management of fees, charges and security deposits**

We provide written information to prospective residents that explain all the fees and conditions that apply to the use and refund of the fees and charges. Within seven days of receiving them, We deposit all security deposits, establishment fees, fees paid in advance and reservation fees into a trust account and We provide a written receipt to the resident containing the specified information.

### **Transitional arrangement**

If we have received a security deposit, establishment fee, fee in advance or reservation fee before the commencement of the new Act, We deposit the balance of the fee into a trust account and provide the resident with a written receipt containing the same specified information. This may be done within 28 days of the new regulatory scheme commencing. For all new residents, We place fees in a trust account within seven days of receipt.

When a resident leaves our SRS We will return the balance of these funds (after making any permitted deductions) to the resident (or their representative) within 14 days of their departure.

### **Written receipt for fees paid by, or on behalf of, residents**

We will include the relevant information in the written receipt for a security deposit, a fee paid in advance, an establishment fee or a reservation fee paid by, or on behalf of, each resident:

### **Application to VCAT for a refund**

If we do not refund a security deposit, a fee paid in advance, an establishment fee or a reservation fee, the resident (or a person acting on their behalf) may apply to VCAT for an order directing us to refund the fee.

VCAT can either:

- Make an order allowing us to keep all the money, an amount specified in the application or an amount to which We as a proprietor is entitled
- make an order that we are not entitled to keep the money or the amount specified in the application and may refund that money, or dismiss the application.

## **Prohibited transactions**

We are not allowed to enter into prohibited transactions, including:

- to accept a gift from a resident that is worth more than **\$250**
- the transfer (by sale or exchange) of any personal property from a resident at below market value
- to sell any item to a resident for more than market value
- to enter into a transaction with a resident that is worth more than \$250 without the resident or administrator signing a written agreement
- to enter into a transaction with a resident that is worth more than \$850 without the resident first getting independent legal advice.

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The law gives residents special protections (ex; cooling-off period and rights to reverse transaction). These provisions do not apply to transactions that are **only** about accommodation and personal support.

### **Reportable transactions**

A reportable transaction is any transaction between a proprietor (or a close associate of a proprietor) and a resident that involves personal property exceeding \$250 in value. This does not include transactions that relate only to providing accommodation and personal support.

The provisions for prohibited and reportable transactions are not new provisions, but the amounts have been increased to reflect current-day values.

If we, or any close associate of us, enter into a transaction with a resident worth more than \$250, a written notice be given to the department containing a copy of the relevant written agreement (within 14 days) with the resident or the independent financial or legal advice. A resident can withdraw a prohibited or reportable transaction within the cooling off period of five days after the day the transaction was entered into.

### **Management of a resident's money** ☐ ss. 79–82 of the Act,

We will not be able to manage or control a resident's money without the written consent of the resident. The maximum amount that can be managed with written consent is equivalent to one month's fees.

If we do have written consent to manage a resident's money, a copy of that written consent may be kept on file. We also keep an accurate and up-to-date record with the following details:

- any incoming money We manage for the resident
- any expenditure of the money being managed.

Each transaction made on behalf of a resident may also be individually itemised. We provide a resident (or their person nominated) with an itemised statement of income and expenditure as requested or provide a resident with an itemised statement at least every three months.

If We have written consent to manage a resident's money We may direct an employee to handle the money as our representative. We or a close associate can accept the role of a 'person nominated', a resident's guardian or a resident's administrator **only if** We are the resident's nearest relative or if a court makes an order appointing We or a close associate as a resident's administrator or guardian.

## Section 2

### **Staffing requirements**

- We do employ an adequate number of appropriately trained staff on duty to ensure both the provision of personal support to residents in a timely manner and the proper functioning of the SRS, including:
  - a minimum of 1:30 staff: resident ratio or part thereof during the day and at night, or more staff as dictated by the needs of residents
  - a PSC working for 38 hours a week (the role may be shared) (minimum qualifications for a PSC are the equivalent of a relevant Certificate III including being a registered nurse.
- It remains an offence to employ an unsuitable person to work at our SRS.

### **What's changed?**

- A police check will be undertaken for all new staff (people with certain convictions will not be permitted to work at an SRS).
- It is proposed that we appoint a manager if proprietor are not ordinarily on site to direct or undertake the day-to-day operation and We will apply for approval of that person as suitable to manage the SRS:
  - If the person is not approved, they may not continue in the role of the manager.
  - If an approved manager ceases to perform that role, the department may be notified within seven days and a new manager appointed within 28 days.
- The qualifications and hours of work for PSCs have changed.
- PSCs may meet minimum training requirements over three years.
- A qualified staff member may be on duty over the weekend.
- A staff member with first aid qualifications may be on duty at all times.
- Changes to the Crimes Act make it an offence for people working in an SRS to engage in sexual activities with residents who have a cognitive impairment (unless that person is the resident's spouse).

### **Definition of staffing** ☐ r. 4 (draft)

Staff means: • the proprietor, a director of the SRS, persons employed by the proprietor.

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The definition of staff does not include:

- a person who provides services in exchange for accommodation at the SRS or benefits other than wages
- a volunteer, a student undertaking a work placement at the SRS, a resident of the SRS.

**Changes to staffing requirements** ss. 64–74 of the Act, rr. 33–39 (draft)

The new scheme retains all of the current staffing requirements and has some additional requirements.

Under the new scheme, We need to meet certain minimum requirements in relation to the staffing of our SRS. These requirements relate to ensuring:

- There are an adequate number of staff on duty at all times
- Staff are appropriately trained
- Staff are suitable to work in an SRS.

**Adequate number of staff on duty**

**Weekdays**, Monday – Friday, 7 am to 7 pm

- A qualified PSC working a minimum of 7.6 hours
- At least one personal support staff member for every 30 residents or fewer
- At least one person with current first aid training
- Additional staff on duty, if necessary, can be met in a timely way.

**Weekends, 7 am to 7 pm**

- An qualified Staff working a minimum of 7.6 hours
- At least one personal support staff member for every 30 residents or fewer
- At least one person with current first aid training
- Additional staff on duty, if necessary, can be met in a timely way.

**At all other times**

- At least one personal support staff member for every 30 residents or fewer
- At least one person with current first aid training<sup>4</sup>
- Additional staff on duty, if necessary,

Staffing requirements are minimum requirements; however, We will ensure an adequate number of appropriately trained staff are employed to attend to the number of residents needs.

**Staff may be appropriately trained**

We are responsible for ensuring that certain staffs have minimum qualifications.

- The PSC
- Qualified person on the weekend
- the person/people responsible for providing first aid
- Ancillary staff (where it is necessary to have a qualification to perform their role).

The PSC may have one of the following qualifications, awarded by a registered training organisation:

- Certificate III in Aged Care
- Certificate III in Home and Community Care
- Certificate III in Disability
- Certificate IV in Mental Health
- Certificate IV in Alcohol and Other Drugs.

Alternatively, the PSC could hold:

- a qualification in a related client support area that is assessed by a relevant authority as being at least equivalent to the certificates referred to above *and*
- current registration with one of the following bodies
  - the Nursing and Midwifery Board of Australia
  - the Medical Board of Australia.

In addition, a PSC will also take a minimum of **40 hours' training in priority areas every three years**. These areas will be approved by the department and will be based on information from the sector, as well as compliance issues and community visitor notifications.

**First Aid training:** At least one staff member on duty to have first aid training consisting of either:

- A statement of attainment for the Health Training Package Unit HLTF301B (First Aid) and a certificate of attainment for the Health Training Package Unit HLTCP201A (CPR), or



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- a course of study approved and assessed as being equivalent to the units above by the relevant authority.

### **Staff suitability to work in our SRS**

It is an offence under the Act to either appoint or continue to employ a member of staff, if they are not a suitable person for the role set out in the Regulations for assessing the suitability of a proprietor or manager.

- The person's qualifications
- The person's experience in a relevant facility, including management and/or compliance record
- Referee statements
- Criminal record check<sup>5</sup>
- Charges of conviction statement
- Health statement
- Professional standards statement

The Crimes Act has also been amended making it an offence for people working in an SRS to engage in sexual activities with residents who have a cognitive impairment

### **Theft by a staff:**

We Pride ourselves with honesty in our company. Theft in any form especially by a staff member or misusing company resources in any form is a serious misconduct. If evidenced will lead to serious consequences and may lead to staff termination.

Security Cameras are installed where applicable.

**Per new regulation effective from 1<sup>st</sup> July 2012,** Any penalties imposed by Department of Health as a direct result of staff misconduct or not adhering to regulation will be passed on to relevant staff and may lead to staff termination depending on the seriousness of the findings.

### **Criminal record checks for all new employees** s. 66 of the Act

Under the new scheme, all new staff may have obtained a criminal record check before being employed. The police check may be no more than six months from the date they commence employment at the SRS.

Before employing a member of staff, a proprietor will consider the results of a criminal record check issued no earlier than six months before the date on which the staff member is to commence employment.

We will not employ a person whose criminal record check discloses a conviction for which a term of imprisonment has been imposed for:

- Murder
- Manslaughter
- A sexual offence or any offence committed in another jurisdiction that is equivalent to a sexual offence, or
- Any other form of assault.

We may employ a person whose criminal record check discloses that the person has been found guilty of any offence (apart from above) if we consider that the person is suitable to be employed, having regard to:

- The nature, seriousness and relevance of the conviction
- The role to be performed by the person.

We may ensure that any information in a criminal record check is not divulged directly or indirectly to any other person other than relevant departmental employees in accordance with the Act.

### **Requirement to employ a manager**

If at any time we (or in the case of a proprietor that is a body corporate, any of the directors) are not ordinarily on site to carry out, direct or undertake the day-to-day operation of the SRS then we will employ a person to manage our SRS subject to Department approval we apply within 7 days of employment.

- Criminal record checks<sup>5</sup>
- Charges of conviction statement
- Health statement
- Professional standards statement.

The Crimes Act has also been amended making it an offence for people working in an SRS to engage in sexual activities with residents who have a cognitive impairment

*The department will consider whether the person appointed has the relevant knowledge and skills to be a manager of an SRS and whether the person is otherwise a suitable person to be a manager of an SRS. An assessment of whether or not the manager is a suitable person will be made on the basis of:*

- proof of identity

- two referee statements
- a criminal record check issued within the preceding six months
- a health statement
- a charges and convictions statement
- a professional standards statement

If the department refuses to approve a manager or cancels the approval of a manager, We may ensure the person does not continue to be the manager of our SRS.

**Requirement to employ an acting manager:** If approved manager is temporarily absent or ceases to perform that role We need to notify the department within seven days and appoint an acting manager. We may also appoint a new manager within 28 days.

### Section 3

**Information for prospective residents:** s. 44 of the Act, r. 27 (draft)

We are required to provide a written document containing the prescribed information to prospective residents. This will assist residents to make an informed decision about whether to move into the SRS.

The written document will now contain some new information; this means current residential agreements will need to be updated. A full list of the new information requirements are listed in draft **Regulation 27**.

Many of the new items are statements about the new protections for residents under the new scheme.

sample statements will be available to download from <[www.health.vic.gov.au/srs](http://www.health.vic.gov.au/srs)> from April 2012).

**What's changed?**

- ☐ A residential statement has been renamed the 'residential and services agreement' (**RSA**) which has all relevant information required

### Section 4

#### **RSA and Condition reports**

**Residential and services agreement** ss. 47–55 of the Act, r. 28 (draft)

The RSA is a legally binding document that will include information about the SRS, the resident's accommodation details, the specific types of support provided, a commencement date, duration of the agreement, and information about how changes can be made to the agreement. This agreement replaces the residential statement under the previous Act governing SRS (the *Health Services Act 1988*).

Within 48 hours of moving into an SRS, a resident will be given a written document of RSA (resident or nominated person (if there is one) setting out the services they are to receive and all the fees and charges.

The RSA will be signed by proprietor and the resident.

If we propose to change anything in the signed RSA, the resident will be notified at least 7 days before the proposed change takes effect, or at least 28 days before if the change involves an increase in fees.

**Person Nominated, Guardian or Administrator:** ss. 45–46 of the Act

When a new resident first moves into our facility, We or our staff will ask the new resident whether they wish to nominate a person to receive information relating to the resident's accommodation and personal support. The role of the person nominated is **not** a substitute decision maker for the resident. If a resident does nominate a person to receive information relating to their accommodation and support, We will keep a record of the name and contact details of the person nominated.

If a resident has a guardian or an administrator We will keep a record of the name and contact details and ensure the information is kept up to date.

**Condition report:** ss. 100-101 of the Act

If we charge a security deposit, We will provide two copies of a condition report signed by us (or by another staff member on our behalf) that specifies the state of repair and general condition of:

- The resident's room
- Common areas
- The furniture in the resident's room.

The condition report is an important document because it provides evidence of the state of repair or general condition of the resident's room, common areas and the furniture within those areas at the time of their arrival in case a dispute arises when it comes time for the resident to leave.

The condition report may be signed and endorsed by the resident within three days of the resident's arrival at the SRS. The endorsement should state that the resident agrees with the whole of the report or identify those matters with which the resident does not agree.

## **Section 5**

**Record keeping and incident reporting:** rr. 45–47 (draft), r. 54 (draft). Some of them as below,

- Medication records
- Resident records
- Staff records
- Resident transfers
- Incident records
- Reportable incidents.

**Residents' records:** r. 46 (draft)

Residents' records will be kept in English and in a secure location that is easily accessible to authorised officers. Resident records may now include additional information for example documents relating to security deposit and other fees, any notice to vacate.

**Staff records:** r. 47 (draft)

Staff records will be kept in English and in a secure location that is easily accessible to authorised officers. Generally, this means current records are kept on site while records for previous years are kept off site. Staff records now include additional information for example, date of issue and reference number for criminal record check and date of termination of employment.

**Record of transfer of residents:** r. 54 (draft)

When a resident transfers to another SRS or agency, we may send a transfer record to the receiving SRS/agency. Draft regulation 54 sets out the information that may be included in the transfer record. We will now include the name and contact details of the person nominated in the transfer record.

The original record of a resident transfer may be sent to the receiving agency and a copy is kept at the transferring SRS. It can be modified to include other information if desired.

**Incident records:** r. 45 (draft). We will keep a record of all prescribed incidents. These are defined as 'any event that threatens the safety of residents or staff'.

**Reportable incidents:** s. 77 of the Act, rr. 50–51 (draft)

The Act requires us to report certain incidents to the department. Draft regulation 51 details the information required to be recorded and reported in relation to reportable incidents.

Under the Act, a reportable incident is:

- **An unexpected death of a resident**
- **Serious injury to a resident**
- **A serious fire or other emergency event, or**
- **An alleged serious assault (sexual or physical).**

**An unexpected death of a resident**

An unexpected death of a resident refers to a death involving circumstances that are out of the ordinary, for example, a death that appears to be unnatural or violent, or to have resulted, directly or indirectly, from accident or injury.

**Serious injury of a resident**

Serious injuries include, but are not limited to, injuries for which a resident is admitted to hospital as an inpatient, or any of the following injuries requiring intensive medical attention:

- Serious fractures
- Concussion
- Internal injuries
- a crushing
- Extensive burns
- Severe wounds requiring surgery.

### **Serious fire or other emergency events**

A serious fire or other emergency events may be reported to the department. These include:

- A serious fire and/or other emergency event resulting in the closure of or significant damage to parts of a building or its contents that poses a threat to the health and safety of staff, visitors or residents
- Special or unusual circumstances, where a resident of an SRS is missing for a significant period of time and there are concerns for their welfare, or where a missing persons report has been lodged with the police
- Serious property damage resulting in the closure of or significant damage to parts of a building or its contents those pose a threat to the health and safety of staff, visitors or residents.

### **An alleged serious assault (sexual or physical)**

Allegations of, or actual, serious physical or sexual assaults of a resident occurring at an SRS may be reported to the department. Serious assault incidents include the:

- Rape of or by a resident. Rape or indecent assault of a resident by a staff member, proprietor or volunteer.
- Physical assault of a resident by a staff member, proprietor or volunteer or by a resident

### **Recording of prescribed particulars for incidents:** s. 76 of the Act, rr. 45,51 (draft)

We are required under the new legislation to keep a record of any event that threatens the safety of a resident or staff at our SRS. We are required to record a description of the incident including:

- When, where, what occurred
- Names of all those involved in or affected by the incident
- Action taken, including the dates, time and name of all those notified of the incident
- the printed name and signature of the person making the record of the incident.

We are required to include these details in our report to the department.

### **Accommodation and personal support Standards:** s. 59 of the Act, r. 29 (draft)

The proposed standards are organised under four headings: **lifestyle; food and nutrition; health and wellbeing; and physical environment.** To ensure that the type of accommodation and support provided in our facility meets certain minimum standards, the minimum requirements focus particularly on residents' **individual safety, wellbeing and care**, and include the following.

#### **Lifestyle**

- Privacy, dignity and confidence
- Independence and choice
- Protection from abuse
- Protection of private property

#### **Food and nutrition: Menu and Kitchen policies are based on Western Region Health Centre**

- Choice
- Nutritious food
- Safe food

#### **Health and wellbeing**

- Choice of and access to healthcare providers
- Personal support
- Clothing
- Bedding and linen
- First aid

#### **Physical environment**

- A safe environment
- A clean, comfortable and well-maintained environment
- Emergency procedures and planning

The standards and their minimum requirements are contained in Schedule 9 of the draft Regulations.

It is an offence not to monitor the healthcare issues and personal support issues of our residents. If we cannot provide the care and/or support that a resident needs We will need to inform the department without delay. The department can then assess the resident's needs and take appropriate action (ss. 60–62 of the Act). (The maximum penalty for not fulfilling a resident's care needs is **5 years' imprisonment.**)

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Meeting each of the accommodation and personal support standards requires that we undertake a number of steps including:

- A range of policies and practices are in place at our SRS that are designed to meet each of the standards
- Residents are consulted in the process of developing and reviewing these policies and practices, particularly in relation to the provision of personal support services
- These policies and practises are set out in written documents that are readily available to staff and also accessible to authorised officers
- Staff understand and implement the policies and practices that are expected to be in place to meet each of the standards
- There are adequate resources dedicated to meeting the standards, particularly in relation to staffing, equipment and facilities.

From time to time we will be asked to provide evidence of how each of the accommodation and personal support standards is being met and are found in documents detailing policies and in observation or agreement of practises in place through records or talking to staff and residents.

A list of possible documents or practices we have in place will demonstrate compliance as below,

***Examples of where evidence of compliance may be found:***

- House rules or house routines
- Code of conduct
- Policies and procedures
- Brochure on the service
- Guest/visitors book
- Suggestion box
- Statement of residents' rights and responsibilities
- Records of resident group meetings
- Resident notice board / statement of residents' rights
- Individual ongoing support plans show that specific dietary needs of residents are discussed and identified in the plan
- Menu plans and schedules
- Written advice provided by a qualified dietician or nutritionist
- Individual support plans and resident records (including records of medical and health professional appointments such as those with a GP, dentist or podiatrist)
- Lists of healthcare providers and other services in the area
- Individual continence management plans
- Records of discussions and consultations with residents indicating their privacy preferences
- Instructions to staff and residents on how to use the electronic communications system
- Privacy measures such as screens in shared bedrooms and privacy indicators on bathroom and toilet doors
- **Activities schedule**
- Written instructions to staff
- Staff training record
- Staff bulletins, staff notice board
- Staff newsletters
- Minutes of staff meetings
- Cleaning schedule and roster
- Records of complaints
- Transfer records
- Laundry records
- Records of pest inspections and any actions required to control insects and other vermin
- Regular stock takes (for example, of linen and bedding)
- Evidence of special equipment provided
- Statement of Attainment by a food safety supervisor
- Food delivery and storage procedures
- Maintenance schedule, including records of work undertaken
- An up-to-date sketch plan of the building that clearly indicates all exit points, all room numbers, number of beds in each room.

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- Clear signage throughout the facility
- Exit signs displayed
- Electronic communications system servicing records
- A fire safety management plan, including evacuation procedures and regular fire drills
- A heatwave response plan, including activities to minimise potential adverse health impacts for residents, and contingency plans for possible power outages

### Support plans

#### Definition of personal support s. 3 of the Act

Personal support means the provision of one or more of the following:

- Assistance with personal hygiene, toileting or dressing
- Assistance to achieve and maintain mobility
- Support to seek out and maintain contact with health professionals, social networks, family, friends and the community
- Emotional wellbeing support
- Assistance with or supervision in administering medication
- Assistance with eating and maintaining adequate nutrition.

### Support Plans

- Interim care plans have been renamed **Interim Support Plan**.
- On-going care plans have been renamed **Ongoing Support Plans**.
- *A resident's on-going support plan may document the resident's needs for all aspects of on-going support and details about how these needs will be met. Resident's on-going support plan/changes to the plan are available to a person nominated.*
- We may prepare an **interim plan within 48 hours** of a resident moving into an SRS. An on-going plan may be prepared in consultation with a resident within 28 days of moving into an SRS.

#### On-going support plans s. 57 of the Act

We are responsible for ensuring that each resident receives a minimum level of personal support tailored to their individual needs.

The types of personal support that residents might need will differ depending on the level of support individuals need, and these are likely to change over time.

The personal support needs of each resident may be identified in consultation with each resident (and the person nominated, if any) and the resident's healthcare providers.

All aspects of a resident's personal support needs are to be documented in an individual on-going support plan.

Each resident's on-going support plan may include:

- a list of the on-going health and personal support needs of the resident
- Details about the particular services to be provided to the resident to assist with those needs (for example, assistance with showering or dressing)
- The frequency and timing of assistance to be provided to meet the resident's personal support needs
- Date for reviewing the personal support needs.

We also ensure there are processes in place to review and update each resident's individual support plan at least every six months.

If the resident's health and personal support needs change, We need to ensure the on-going support plan is reviewed and updated immediately to take account of these changes.

Any changes made to a resident's on-going support plan are to be made in consultation with the resident (and person nominated) and the resident's healthcare service providers.

**This section should be read in conjunction with the section on accommodation and personal standards.** The introduction of these standards means that we have more flexibility to tailor the services provided to the particular needs and preferences of the individual resident.

### Storing residents' support plans

We need to store each resident's on-going support plan in a secure location at our Facility.

Each resident's on-going support plan be readily accessible by authorised officers at any time. Community visitors may also request to see a resident's support plan. We,

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1. Review current support plans and document all health and personal support needs of the resident
2. Inform and consult each resident (resident's nominated person, if any) to personalise their support plan
3. Ensure there are systems in place for monthly reviews of support plans and for updating the plan if a resident's needs change
4. Inform all staff about the changes to residents' support plans

### Section 8

**Residents' medication and management:** s. 63 of the Act, rr. 30–32 (draft)

It is our responsibility to maintain adequate standards of **storage, distribution and administration** of medication.

As the proprietor we ensure: Safe storage and the correct medication is being provided to the correct resident at the **correct dose, the correct way at the correct time**

- We know what to do if medications are administered incorrectly or not at all.

We are responsible for ensuring that only **staff members** have access to safely stored medications and are appropriately trained to administer certain types of medications (for example, if a staff member gives injections to a resident).

We have processes in place for the adequate distribution and administration of residents' medication. This includes ensuring both prescribed and non-prescribed medication is administered in accordance with the directions given by the resident's health practitioner.

Residents capable of administering their own medication will have access to their own lockable cupboard or drawer in which to store their medication.

If there is any concern about the appropriateness of giving a medication, staff to consult with the treating health practitioner before giving the medication.

**We maintain adequate standards of storage, distribution and administration of residents' medication. Failure to take reasonable steps to maintain adequate standards of storage, distribution and administration of residents' medication is a serious offence under s. 63 of the Act. (The maximum penalty for noncompliance is five years' imprisonment).**

**Definition of medication:** r. 4 (draft)

'Medication' means any substance given with the intention of preventing, diagnosing, curing, controlling or alleviating disease or otherwise enhancing the physical or mental welfare of a person, including prescription and non-prescription medicines and complementary healthcare products.

**Medication records:** r. 32 (draft)

We maintain records of all medications administered (whether prescribed or non-prescribed) for each resident who is dependent on staff members for managing and administering their medication.

A record of each medication will be made at the time of administration.  
Medication records are not required for residents who are responsible for administering their own medication.

### Checklist

**What We need to do by 1 July 2012: Date completed**

1. Ensure our policies and procedures reflect the new requirements for the distribution and administration of medication (for prescribed and non-prescribed medication)
2. Staff aware of the new requirements for managing residents' storage, distribution and administration)
3. Have in place lockable storage facilities for residents' medication
4. Inform our residents about the new arrangements for medication management
5. Remove any resident's medication that has expired from our SRS
6. Remove former residents' medication from our SRS
7. Ensure all resident medication records are up to date and include the prescribed information

**Complaints Management Procedures.** s. 75 of the Act, r. 40–43 (draft)

- Ensure complaints are handled in a fair, reasonable, confidential and timely manner
- In clear, easy-to-read language, is made available to residents and their families, friends and staff

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- Include an annual review of complaints received to identify the causes of serious or recurrent complaints and use reasonable endeavours to resolve recurrent issues.

☐ Our process for dealing with a complaint will commence within two business days of the complaint.

☐ We conduct an annual review of complaints to identify the causes of serious or recurrent complaints.

☐ Written records of complaints will be kept in a consolidated form.

☐ We have a complaints system in place.

☐ We nominate a person to manage complaints.

☐ We keep a written record of complaints.

☐ Complaints will be treated confidentially.

☐ A resident will not be adversely affected by making a complaint and will be informed of any actions taken in respect of the complaint.

### Complaints officer

We do appoint a staff member who is regularly available as a complaints officer to receive and deal with complaints from residents or anyone else about any aspect of the operation or service at our facility.

We ensure staff, residents and residents' families and friends are informed of the name of the complaints officer.

**Written records of complaints:** We ensure a written record of each complaint is made and includes:

- The date, nature, details and action taken
- The date and method of communication of the complaint.

We ensure the written record of complaints is kept in a consolidated form,

### Checklist: What We need to do by 1 July 2012: Date completed

1. Ensure our complaints procedures and policies are up to date
2. Inform residents and staff about the new requirements how complaints will be handled
3. Ensure we have a consolidated format in which to record complaints

### Notices to vacate given by a proprietor ss. 107–108 of the Act, r. 58 (draft)

There are now specific circumstances under which we give a resident a notice to vacate our SRS. The period of notice that may be given to the resident differs according to the grounds for which the notice is given.

If a notice to vacate is given to a resident, it may also be given to the person nominated. It may be in writing and include the following information:

- The date and the grounds on which the notice is given to the resident to leave the SRS
- A statement that the resident may appeal the notice to vacate through VCAT.

The notice to vacate will be signed and dated by us, or on our behalf.

☐ We can only ask a resident to leave our facility on the grounds and timeframes specified in the Act.

☐ A notice to vacate may be given to a resident's 'person nominated' as well as the resident.

☐ We now have the right to appeal to VCAT should a resident refuse to vacate the SRS once a notice to vacate has been given. Likewise residents also have the right to appeal a notice through VCAT.

### Grounds for notice to vacate Notice period

- Proprietor ceasing to operate SRS (closing down) 28 days
- Resident endangers the safety of other persons Immediate
- Resident's fees are more than 14 days in arrears 14 days
- Use of SRS for an illegal purpose Two days
- Repairs or demolition 60 days
- Resident is in need of more care/support than proprietor can provide 14 days
- Resident causes serious damage Immediate
- Resident causes serious disruption Immediate
- Mortgagee exercising power of sale 28 days
- No specified reason 90 days

### When a proprietor wishes to cease carrying on the SRS s. 109 of the Act

If we propose to cease conducting or carrying on business as an SRS at the premises We will give all residents a notice to vacate the SRS. We give the residents at least 28 days' notice after the date on which the notice is given.



We also provide a copy of the notice to the residents' persons nominated.

**When a resident endangers the safety of others** s. 110 of the Act

A notice to vacate may be given to a resident if the resident causes danger to any other resident or staff member of the SRS. There is no minimum notice required – it can be the date on which the notice is given, or a later date. We may also provide a copy of the notice to the resident's person nominated.

**If a resident's fees are more than 14 days in arrears** s. 111 of the Act

A notice to vacate may be given to a resident if the resident's fees are more than 14 days in arrears. We may give the resident at least 14 days' notice and a copy of the notice may be provided to the resident's person nominated.

**When a resident uses an SRS for illegal purposes** s. 112 of the Act

A notice to vacate may be given to a resident if the resident has used our SRS or permitted its use for any purpose that is illegal. We give the resident at least two days' notice and a copy of the notice will be provided to the resident's person nominated.

**Repairs or demolition** s. 113 of the Act

A notice to vacate will be given to a resident if we intend to repair, renovate, reconstruct or demolish our SRS immediately after the termination date, and We have obtained all the necessary permits and consents to carry out the work and the work cannot be properly carried out unless the residents vacate our SRS.

We give the residents at least 60 days' notice and a copy of the notice may be provided to the resident's persons nominated.

If the proposed repairs, renovations or reconstruction will affect a resident's room but will not affect all the rooms in the SRS, We may not give a notice to vacate unless We have first offered another equivalent room to the resident and the resident has refused to occupy that room in place of the resident's current room.

**When a resident is in need of more healthcare/personal support:** ss. 60–62, ss.114–115

A notice to vacate our SRS will be given to a resident who is in need of more healthcare or personal support than can be arranged by our SRS after We have notified the department that We have not been able to secure the provision of appropriate healthcare or personal support for the resident, and the department has completed any necessary enquiries and assessments. We may give the resident at least 14 days' notice after the department's assessment. It is an offence not to monitor healthcare issues and personal support issues of our residents. If we cannot provide the care and/or support that a resident needs We inform the department without delay. The department can then assess the resident's needs and take appropriate action (ss. 60–62 of the Act).

**(The maximum penalty for not fulfilling a resident's care needs is five years' imprisonment.)**

**When a resident causes serious damage or interruption:** ss. 116–117 of the Act

A notice to vacate may be given to a resident to vacate our SRS if the resident intentionally or recklessly causes or allows serious damage to any part of the SRS. This also applies if a resident causes serious interruption to the quiet and peaceful enjoyment of the SRS. There is no minimum notice required – it can be the date on which the notice is given, or a later date.

We may notify the department by the end of the next business day if we give a notice to vacate for the following issues (s. 108(2) of the Act):

- a resident endangers the safety of others
- a resident is in need of more healthcare than is available
- a resident is in need of more personal support than is available
- a resident causes serious damage to our facility
- a resident causes serious interruption to the quiet and peaceful enjoyment of Wer SRS.

**A proprietor's right to apply to VCAT** ss. 123–124 of the Act

We have the right to apply to VCAT if we have given a resident a notice to vacate and the resident has not vacated our SRS, or if the resident gives us a notice of intention to vacate the SRS and then does not leave. We may make this application to VCAT no later than 28 days from the time we give or receive the resident's notice to vacate.

**A resident's right to apply to VCAT:** ss 121–122, ss.125–129 of the Act

A resident also has the right to apply to VCAT to challenge the validity of a notice to vacate if:

- the resident believes the notice has a defect
- the notice was not issued in accordance with the Act

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- If a resident decides to apply to VCAT to appeal a notice, they may do so within five days for notices issued on the grounds of:
- a resident endangering the safety of other people at our facility
- causing serious damage to our facility
- causing serious interruption to the quiet and peaceful enjoyment of our facility.

A resident has 28 days to appeal all other notices from the date received. VCAT will make a decision on the resident's application based on the information presented. If an order to vacate is upheld, the resident may vacate the SRS not more than 30 days after the order to vacate is made. If a resident does not leave within this timeframe, We may apply to VCAT to obtain a warrant to remove the resident either immediately or within six months of the order to vacate. There is a time limit on warrants so we will use it within 30 days of the warrant being issued.

### **Notice of intention to vacate by a resident** ss. 119–120 of the Act

A resident who intends to vacate our facility may now give notice of their intention to leave within the relevant time period. The relevant time period is the notice period specified in the resident's RSA. If this is not specified, the resident will not give fewer than two days' notice. We may not require a resident to give more than 28 days' notice of their intention to vacate.

This requirement does not apply to a resident of our facility whose stay is by agreement for short-term accommodation, for example, for respite or post hospital care.

## **Section 11**

### **PRIVACY POLICY**

Meadowbrook is committed to protecting the care recipient's privacy and the confidentiality of information relating to them. Meadowbrook also acknowledges the need to protect staff information as part of the Privacy Policy.

Meadowbrook has ensured that its processes and systems protect the information it collects, records and stores and utilizes to provide quality care and services to the care recipients and staff.

The person who collects and stores the information is the Provider whose name and address is set out in the preliminary part of this agreement. Enquiries should be made in the first instance to the Facility Manager.

### **Care Recipient Data**

#### **Collection, Use and Disclosure of Information**

Information collected from the care recipient falls into two broad categories, namely :

- a) personal and health and medical information
- b) financial information

The personal and health and medical information is collected to facilitate effective care of the Care recipient at the Facility.

The financial information is collected to enable fees and charges to be assessed in accordance with the Act and the Principles.

Personal health and medical information is collected directly from the Care recipient, his or her relatives and other authorized personnel such as, General Practitioner, Aged Care assessment Service, Hospital and thorough observations and assessments undertaken as part of the care process.

The financial information is collected from the care recipient and relative and other authorized persons such as the Care recipient's accountant and financial adviser and Centrelink.

Personal health and medical information is used and disclosed only for the purposes of providing quality care to the Care recipient and/or to further the health and safety of the other care recipients within the Facility.

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Financial information is used to calculate fees and charges and Accommodation Bond amounts that are payable by the Care recipient. Financial information is also disclosed to Centrelink to enable the calculation of the means tested fees payable by the Care recipient.

### **Staff Data**

Information is collected for each staff member to facilitate effective Human Resource Management. Information includes:

Personal details - to assist in contacting appropriate n.o.k. in emergencies or to contact the employee after hours. Staff details are not disclosed to anyone unless authorized by the employee.

Resume / CV - maintained on file and should be updated by the staff member to ensure their qualifications and experience is current.

Salary Payment details - to effect pay by direct deposit to nominated bank accounts.

Police Clearance certificate

Training Information.

Performance Appraisal and Performance Management reports

Correspondence and etc

### **Sharing of Information**

Matters pertaining to staff leave requests are to remain confidential in regards to the nature of the request and only the Facility manager is permitted to discuss the matter with the staff member directly. Example: if a staff member is on sick leave, that is the only information colleagues are permitted to know.

Matters pertaining to staff are NOT to be discussed with other staff or care recipients.

### **Information Security, Storage and Access**

1. Meadowbrook ensures that the information is stored in a secure area with controlled access.
2. Meadowbrook retains records of information for a period of 7 years after the last occasion on which a health service or other service was provided to the Care recipient.
3. Access to the Care recipient's health information can be arranged and is guided by the Health Privacy Principles which are set out in the Health Records Act 2001. A copy of these Principles will be made available to the Care recipient or his or her representative on request. If a Care recipient wishes to access his or her information then he or she should make that request to the Facility Manager.