

## GP Practice Equipment Loans

### Feedback from Request for Information

February 2017

In December 2016 Healthwatch Worcestershire made a request for information to all GP practices in Worcestershire about the charging of deposits and use of loan agreements for medical equipment lent to patients. Concerns had been raised with us that not all patients may be able to pay the deposits required for equipment for essential monitoring or treatment and that patients may be required to sign an agreement they may not fully understand.

We therefore wanted to gain an understanding of how this issue is managed across Worcestershire.

41 GP practices responded to our request for information:

- 19 from South Worcestershire
- 13 from Redditch and Bromsgrove
- 9 from Wyre Forest

The responses showed a variety of approaches and perspectives on this issue. Some practices told us it did not apply as they did not lend any equipment. Some examples of equipment lent to patients were: blood pressure monitors, ECG monitors and nebulisers.

A number of practices said they had never have any problems with equipment being returned and therefore felt they did not need to have an agreement or charge deposits. One said they booked appointments for patients to return their equipment and therefore it was not an issue. Another said that they did not charge or have agreements, as it may disadvantage some of their patients most in need of help and that in cases where a patient refused to return equipment an agreement may not be enough to enforce the return or payment.

Some practices explained that the reason they had introduced deposits and agreements was as the result of damage and loss of equipment in the past. Some who do not currently have agreements or charge deposits said they were considering this, as they had experienced issues with lending equipment.

## Charging Deposits

7 of the practices charge a refundable deposit for equipment.

Of the practices that charge a deposit - 3 charge £20, 1 charges £15, 1 charges £10, 1 charges £5 and the other did not state the charge.

## Loan Agreements

9 practices told us they have equipment loan agreements, although there was a variation in what these included:

- 1 was a basic form to monitor who has borrowed the equipment
- 1 stated that equipment should be returned in the same condition and the length of the loan
- 2 stated that not returning the equipment / damage to the equipment would result in the loss of their deposit
- 1 stated that the patient was responsible for the equipment and for any damages, but did not say if charges would be made
- 2 stated that patients would be charged for loss or damage of equipment, but did not state what the charge would be. Although one said how much the equipment cost.
- 1 stated the cost of the equipment being loaned and clearly stated that the patient would be invoiced for that value if the equipment was not returned.
- 1 required patients to sign to say that they had relevant home insurance to cover the cost of the equipment if it was damaged on a 'new for old' basis and that the patient would make up any shortfall. It stated that daily charges would be made for late return at 10% of the value of the deposit. Once the value of the deposit had been reached they would be liable for the full amount. It also stated that if the patient does not comply with the terms or payment the practice will commence legal proceedings.

Some of the basic forms provided a clear explanation that the person borrowing the equipment would take responsibility for taking care of it and returning it by a specified date.

However, as some of the other agreements were not clear about what charges would be made or the value of the equipment, patients may be unsure what they are actually agreeing to.

Some patients may not have the relevant home insurance stated in the agreement or be in a financial position to pay the full cost of replacing the equipment.

As the wording of some of the agreements was fairly complex, some patients may struggle to fully understand the agreement they are signing.

We asked practices who charged deposits or stated there would be charges if this would be flexible depending upon the circumstances of the patient. While all responded to say this would be the case, this is not specified in any of the agreements or was not stated in their initial responses.

## **Conclusions and Recommendations**

Healthwatch Worcestershire recognise the importance of patients understanding that they have a responsibility to look after and return equipment that they borrow. We also appreciate that some GP practices feel that they require a more formal system to help ensure this.

However, a policy of requiring a payment in the form of a deposit or paying to repair or replace equipment may disadvantage patients who are not in a financial position to do so. It is also at odds with the principle of NHS treatment being 'free at the point of delivery'. We are unsure about what would happen in a situation if a patient refused to pay a deposit or how GP practices would enforce payment from a patient if they damaged or did not return equipment. I.e. In such a situation is a loan agreement sufficient to recover the money? Would the cost of legal proceedings be justifiable?

We also have concerns about agreements that are not clear about what the patient is agreeing to, the amount of money they would be required to pay or require specific cover in their household insurance. Especially as lack of home insurance can be an indicator of financial exclusion and deprivation.

It is also important to consider that such agreements may have to be signed at a time when the patient is unwell, or in some cases by a carer on behalf of the patient if they are not able to do so themselves.

When this issue has been raised at local Clinical Commissioning Group level and with NHS England, both have stated that the use of deposits and loan agreements is a matter for individual GP Practices to determine. We feel however that due to their role in commissioning and monitoring the quality of GP services, it would be helpful for CCGs to provide guidance on this issue.

## **Recommendations for GP Practices**

1. Consider if there is a need to implement a formal and / or financial loan agreement system or if an alternative approach could be used. For example:

- Booking an appointment to return equipment
- Giving out information explaining the importance of taking care and returning the equipment
- Including this in practice information booklets / packs and on practice website
- Sending out reminders when equipment is due to be returned

2. Points to consider if implementing a formal equipment loan system:

2.1 Use language that is easy to understand and keep it as short as possible

2.2 Be clear about what you are expecting the patient to agree to

2.3 Check that the patient is clear what is expected before asking them to sign an agreement

2.4 Ensure that where appropriate the agreement is available in alternative formats, such as different languages, Easy Read or Braille.

3. If you ask patients for a deposit or to be financially responsible for equipment:

3.1 Ensure there is a system to identify and respond to patients' individual circumstances

3.2 Be clear about the value of the equipment and / or repairs or replacements that they may be expected to pay

## **Recommendations for Clinical Commissioning Groups**

4. Consider if there should be guidance for GP Practices about the lending of equipment

5. Consider if this should be included in GP contracts and monitoring

## **Next steps**

Healthwatch Worcestershire will be seeking a response to these recommendations from the Clinical Commissioning Groups in Worcestershire.

We will also be sending this report and recommendations to Healthwatch England for comment, as we feel this could be an issue on a national level.