



Oifig um Cheannasaí Seirbhíse do Chúram Príomhúil  
Cúram Sláinte Phobail FSS an Mheán Iarthair  
Ascaill Bhaile Choimín,  
Páirc Gnó an Ráithín,  
Ráithín, Luimneach V94 D1W9  
Teil: 061 483226

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13<sup>th</sup> February 2024

Deputy Cathal Crowe  
4 Francis St., Ennis  
Co. Clare

**Re: PQ 49974/23 - "To ask the Minister for Health if he will provide details of the operational hours and conditions that his Department and the HSE have ascribed to the GMS contract awarded to the Saffron & Blue GP Practice, Newmarket on Fergus, Co. Clare; and if he will make a statement on the matter."**

Dear Deputy Crowe,

The Health Service Executive has been requested to reply directly to you in regard to your parliamentary question which you submitted to the Minister for Health for response. I have examined the matter and the following outlines the position.

A GMS Contract was awarded to Dr. Colm Gavin, Saffron & Blue Medical Centre for the provision of free General Practitioner (GP) services for GMS patients (medical card holders) from The Health & Wellbeing Centre at Carrigoran, Newmarket on Fergus, Co. Clare in June 2020.

I am attaching for your information a blank GMS Contract which outlines the details of the agreement between the HSE and a GP for the provision of services under Section 58 of the Health Act, 1970. You can also view a blank GMS contract on the HSE website.

As requested, the operating times for the Saffron & Blue Medical Centre at Carrigoran are as follows:

<b>Monday</b>	09:00 – 13:00	14:00 – 16:00
<b>Tuesday</b>	09:00 – 12:00	
<b>Wednesday</b>	09:00 – 13:00	14:00 – 16:00
<b>Thursday</b>	09:00 – 13:00	14:00 – 16:00
<b>Friday</b>	09:00 – 13:00	14:00 – 16:00

I trust this information addresses the issues raised in your representation.

Yours sincerely,

Margaret Costello  
Head of Service  
Primary Care

**AGREEMENT FOR PROVISION OF SERVICES UNDER SECTION 58 OF THE HEALTH ACT, 1970**

I \_\_\_\_\_

(BLOCK LETTERS)

of \_\_\_\_\_

(BLOCK LETTERS)

(called the medical practitioner) propose to provide services in accordance with the terms and conditions in the Schedule to this agreement to persons entitled to services under section 58 of the Health Act, 1970 (hereinafter referred to as eligible persons) for whom the Health Service Executive, is responsible for making such services available.

The place(s) of attendance from which I shall provide these services and the days and hours during which I shall be normally available each week for surgery consultations at my place(s) of attendance shall be as follows:

Place(s) of attendance		Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
(1)Principal Centre of Practice	a.m.						
	p.m.						
(2)	a.m.						
	p.m.						
(3)	a.m.						
	p.m.						

excluding such holidays as are observed in the locality.

I undertake, as long as this agreement is in force, not to change my place(s) of attendance or the days or hours of attendance so as to materially affect the convenience of my patients in the area in which I am practising on entering into the agreement or to reside beyond reasonable access to the places of attendance listed above.

I acknowledge that 5% of my capitation payments will be paid on my behalf and for my benefit into the superannuation fund provided for under the agreement.

The date of my birth is \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

Signed this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ (signature of medical practitioner)

in the presence of \_\_\_\_\_

The above proposal of the medical practitioner for the provision by him of services in accordance with the terms and conditions aforesaid is hereby accepted on behalf of the Health Service Executive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Local Health Manager  
Health Service Executive

## SCHEDULE

### TERMS AND CONDITIONS OF AGREEMENT WITH REGISTERED MEDICAL PRACTITIONER

#### 1. PERSONS FOR WHOM SERVICES WILL BE PROVIDED

The medical practitioner shall provide services or arrange for the provision of services in accordance with these terms and conditions for:

- (a) all eligible persons whom he has accepted for inclusion on his list of eligible persons and who have been deemed eligible by the Health Service Executive to be on his list and who have not been notified to him by the Health Service Executive as having ceased to be on his list.
- (b) all eligible persons who have been assigned to him by the Health Service Executive in accordance with paragraph 4 and who have not been notified to him by the Health Service Executive as having ceased to be on his list.
- (c) all persons with established eligibility who present to him as temporary residents (as defined in paragraph 5).
- (d) any dependent child of an eligible person, from the infant's date of birth, included on his list whose name may not yet have been added to the list by the Health Service Executive, not being an infant for whom a medical practitioner has liability to provide services under Section 63 of the Health Act, 1970 in accordance with an agreement made with the Health Service Executive
- (e) and, provide emergency services for eligible persons as defined in paragraph 6.

#### 2. ACCEPTANCE OF PATIENTS

The medical practitioner shall ordinarily accept on to his list all eligible persons who so request. In the event of a medical practitioner not wishing to accept an eligible person on to his list the medical practitioner, where so requested by the Health Service Executive, will give in confidence the reason for his decision to a medical officer acting on behalf of the Health Service Executive. Where the Health Service Executive is satisfied that an eligible person has not succeeded in obtaining acceptance by a medical practitioner the Health Service Executive may assign such a person to a medical practitioner's list in accordance with the provisions contained in para. 4.

#### 3. ACCEPTANCE OF PERSONS ON TO HIS PANEL

A participating medical practitioner may not accept an eligible person onto his panel of patients where the person is living more than seven miles distant from the medical practitioner's principal centre of practice. This condition shall not apply in cases where there is no participating practitioner within seven miles of the patient. This condition shall not apply either where a medical practitioner, at the commencement of this agreement, has an established centre of practice in a place more than seven miles from his home and where, with the agreement of the Health Service Executive, eligible persons in the area were allowed to choose him as their doctor and the domiciliary fee payable was that appropriate to the distance the person lived from the medical practitioner's residence. In such cases the medical practitioner

will be allowed to continue with the existing arrangements. In other instances where, for special reasons, a medical practitioner agrees to take on to his list a patient living more than seven miles from him and where there is one or more participating practitioners available within seven miles of that patient's residence, the payments due to the medical practitioner shall be those for a patient seven miles distant from the medical practitioner.

#### 4. HEALTH SERVICE EXECUTIVE ASSIGNMENT OF A PATIENT

The Health Service Executive may assign an eligible person to be included in the medical practitioner's list in accordance with this paragraph. The Health Service Executive shall exercise its power of assignment only in the case of a person who has unsuccessfully applied to all those medical practitioners or to a least three of them, whichever is the less, who have entered into agreements to provide services in the area. The assignment of a patient by the Health Service Executive shall be to an available medical practitioner, who has entered into an agreement for the provision of services practising in the area, unless the chief executive officer is satisfied that there is a good reason for not doing this. Assignments shall be reviewed on the request of the medical practitioner at any time after the expiration of six months from the date of assignment. Where an agreement with a medical practitioner has terminated or in accordance with the terms of this Schedule has been suspended, the Health Service Executive may assign persons on that practitioner's list to another medical practitioner (being a medical practitioner who has entered into an agreement with the Health Service Executive) with the consent of that practitioner until an agreement has been made with another medical practitioner in succession to the first-mentioned medical practitioner, or the suspension has been terminated, as the case may be. The chief executive officer shall consult at regular intervals with the Irish Medical Organisation in relation to the Policy of the Health Service Executive in the operation of this paragraph.

#### 5. TEMPORARY RESIDENTS

An eligible person who moves temporarily to and is resident in a place not ordinarily served by the medical practitioner on whose list he is included and who does not, at the time of his arrival in that place, intend to remain there for a period exceeding three months, shall be regarded as a temporary resident. If his stay at that place extends to more than three months his residence from the end of that period shall cease to be regarded as temporary.

#### 6. EMERGENCY TREATMENT

The medical practitioner accepts responsibility within reason to provide, when available, within his area of practice, emergency services for cases arising from accidents or otherwise, of persons with established eligibility not on his list where he is summoned to give such services or where the person attends at his surgery for such services. No such responsibility shall arise save where the patient is unable to receive such treatment at that time from the medical practitioner on whose list the person's name is included, or from his deputy.

## **7. LIMITATION ON NUMBERS**

The number of persons whose names may be placed on the list of the practitioner (or, in the case of a practitioner who has agreements with two or more areas within the Health Service Executive, the total of the numbers which may be placed on the lists for those areas) shall not exceed 2,000 save where the Health Service Executive, in exceptional circumstances, after consultation with the Irish Medical Organisation, decide to apply a higher limit. Where a medical practitioner who has entered into an agreement holds or obtains an appointment under the Health Service Executive, the Health Service Executive may specify a limit lower than 2,000 for the number of eligible persons on the list or lists of that practitioner.

## **8. PERSON WISHING TO TRANSFER TO ANOTHER MEDICAL PRACTITIONER**

A person who no longer wishes to avail himself of the services of the medical practitioner with whom he is registered may seek to be included on the list of another participating doctor by requesting the Health Service Executive for a transfer to another medical practitioner and the Health Service Executive shall arrange such transfer as soon as possible.

## **9. DISCONTINUANCE OF ACCEPTANCE OF A PERSON BY MEDICAL PRACTITIONER**

At any time subsequent to the inclusion of an eligible person in his list, save in accordance with the provisions of paragraph 4 of this schedule, a medical practitioner may request the Health Service Executive to arrange for the discontinuance of such inclusion giving where requested the reason, in confidence, for such request to a medical officer acting on behalf of the Health Service Executive. The Health Service Executive shall thereupon notify the person accordingly and supply him with information to enable him to apply for inclusion in the list of another medical practitioner. On the person being accepted by, or assigned to, another medical practitioner, his name shall be deleted from the list of the medical practitioner who requested discontinuance and that medical practitioner shall be notified at that time. The Health Service Executive shall arrange for action under this paragraph to be initiated within seven days and to be completed with all practical speed. If, after the expiration of one month from the request for discontinuance, the person's name has not been included in the list of another medical practitioner, the Health Service Executive shall, unless there are substantial grounds for not doing so, assign him to another medical practitioner (being a medical practitioner who had entered into an agreement with the Health Service Executive). The chief executive officer shall consult at regular intervals with the Irish Medical Organisation in relation to the policy of the Health Service Executive in the operation of this paragraph.

## **10. AVAILABILITY**

The medical practitioner shall be routinely available for consultation by eligible persons at his approved surgery or surgeries and for domiciliary visiting for a total of 40 hours each week on five days or more in the week by agreement with the Health Service Executive. His hours of availability shall have regard to his patients' needs in the locality and he shall not amend them without the agreement of the Health Service Executive. Full regard shall be had to existing satisfactory

arrangements where such already exist. The medical practitioner shall also make suitable arrangements to enable contact to be made with him or his locum/deputy outside normal hours for urgent cases. He shall make known to his patients his hours of routine availability by way of notice in his practice premises.

## **11. DUTIES OF THE MEDICAL PRACTITIONER**

The medical practitioner shall provide for eligible persons, on behalf of the Health Service Executive, all proper and necessary treatment of a kind usually undertaken by a general practitioner and not requiring special skill or experience of a degree or kind which general practitioners cannot reasonably be expected to possess. This will include such preventive and developmental services as are currently provided or may be developed in the new style of practice which this agreement facilitates, some of which services may be included on the list of special items of service for which specific payments shall be made. The services to be provided under this agreement shall be made available either, as the circumstances may require, at the medical practitioner's surgery or at the person's home or at another place approved by the Health Service Executive within his area of practice.

The medical practitioner shall:

- accept clinical responsibility for persons on his list who need medical treatment and treat them or, when the clinical condition is such that it is appropriate to transfer them to appropriate consultant care, do so and accept clinical responsibility for them on becoming aware of their discharge from consultant care.
- use the most efficient and economic forms of treatment or care consistent with the needs of his patients.
- ensure that no discrimination or differentiation is exercised as between the treatment of eligible and private patients within the practice and take reasonable steps to ensure that no such discrimination is perceived.
- furnish to a person whom he has examined and for whom he is obliged to provide services (or, in the case of a child, to his parent) a certificate in relation to any illness noticed during the examination which is reasonably required by him or by the parent as the case may be. Such examinations as the doctor may carry out on a patient prior to the issue to him of first and final Social Welfare certificates are comprehended by the capitation payments. Payment under this contract is not made in respect of certain other certificates required, e.g. under the Social Welfare Acts or for the purposes of insurance or assurance policies or for the issue of driving licenses.
- utilise the appropriate support services including community and diagnostic services when available.
- keep himself informed of developments in clinical care relevant to general practice.
- reside in his area of practice or within reasonable access to it.
- The medical practitioner shall co-operate, where possible, in advising the Health Service Executive of known alterations to his list of patients.

## 12. DEPUTISING

The medical practitioner shall himself normally provide in person services under this agreement but may do so through a deputy who shall be a registered medical practitioner (not being a medical practitioner as respects whom an agreement has been suspended under para. 31 or terminated under paragraphs 34, 35, 36, 37, 38, unless with the consent of the chief executive officer of the Health Service Executive). The participating medical practitioner shall retain full responsibility for the proper care of all patients on his list and shall be responsible for the provision of services under this contract to his patients by any deputy or assistant. Provisions in relation to partnerships are contained in Appendix C.

## 13. PRACTICE PREMISES

The medical practitioner shall provide and maintain the following facilities for persons on his list:

- (a) a waiting room with a reasonable standard of comfort and hygiene, sufficient in size to accommodate the normal demands of his practice equally for both eligible and private patients with adequate seating accommodation.
- (b) a surgery sufficient in size for the requirements of normal general practice, with facilities including electric light, hot and cold running water, an examination couch and other essential needs of such practice including, in the case of his main centre of practice, a telephone.

14. The medical practitioner shall not make surgery arrangements, which discriminate between eligible persons and private patients.

15. The medical practitioner shall not change his centre of practice or open additional centres of practice without the prior approval of the Health Service Executive.

16. Participating medical practitioners may be offered facilities to practice in health centres, dispensaries or other Health Service Executive accommodation. The Health Service Executive shall not unreasonably terminate a doctor's use of such premises.

Where a former permanent district medical officer occupies a former dispensary residence, he shall be allowed to continue in occupation as long as he participates in the service in the area concerned. Where a dispensary and residence are sited together, only the medical practitioner occupying the residence or his locum shall have a right to use that dispensary. No charge shall be made to a former dispensary doctor with automatic right of participation using a health centre, dispensary or other Health Service Executive premises. An appropriate negotiated contribution towards running expenses shall be made by other participating practitioners availing themselves of facilities, but they shall be provided free-of-charge for approved partnerships or group practices.

Where a general practitioner is required by the Health Service Executive to have a second or other centre of practice in a Health Service Executive premises there shall be no rent or contribution for such other practice premises. Disputes between the medical practitioner and the Health Service Executive about any matters concerning the use of Health Service Executive

premises shall be referred to a third party for determination if necessary. The third party shall be a person agreed between the parties or in the event of a failure to agree, shall be the third party provided for in para. 41(5) and the outcome shall be regarded as if it were a recommendation issued under para. 41(5).

17. The medical practitioner shall if required, allow a medical officer acting on behalf of the Health Service Executive to inspect by prior arrangement his practice premises.

## 18. PRESCRIBING AND DISPENSING

The medical practitioner shall prescribe such drugs and medicines as he considers necessary for any person for whom he is obliged to provide services. The medical practitioner may prescribe appliances, from such categories as may be specified by the Minister for Health & Children. In arrangements for prescribing or dispensing drugs, medicines or appliances, the medical practitioner shall have due regard to the need for economy but shall have primary regard for the interests of the patients. The medical practitioner shall have regard to recommendations on the prescribing of drugs, medicines and appliances which may be issued jointly by the Minister and the Irish Medical Organisation following agreement between these parties. The medical practitioner shall cooperate in a manner agreed between the Irish Medical Organisation and the Minister for Health and Children in the operation of the National Drugs formulary issued by the Minister for Health & Children with the agreement of the Irish Medical Organisation.

19. The Health Service Executive shall make available special forms to the medical practitioner for the purpose of prescribing drugs, medicines or appliances to eligible persons. The medical practitioner shall keep the stocks of these forms carefully and securely. He shall use them only for issuing prescriptions to eligible patients and shall complete each form in accordance with its terms. The medical practitioner shall comply with all legal requirements including misuse of drugs legislation and control of sales regulations. The doctor shall write "medically urgent" on forms where medicine is urgently required.

20. The medical practitioner shall dispense drugs, medicines and appliances for any person for whom he is obliged to provide services and for whom, in accordance with the arrangements directed by the Minister for Health & Children, he has liability to dispense. The medical practitioner may, at his discretion, opt out of dispensing arrangements. The medical practitioner shall obtain his requirements of drugs, medicines and appliances for this purpose by making a requisition on a form made available by the Health Service Executive from a pharmacist (being a pharmacist who has entered into an agreement with the Health Service Executive for the supply of drugs, medicines and appliances) who has his premises in the medical practitioner's normal area of practice or, if there is no such premises in that area, from a reasonably convenient retail pharmacist outside that area who has entered into an agreement with the Health Service Executive. The medical practitioner shall account for such items and their issue to persons entitled to receive them on the basis agreed with the Irish Medical Organisation, in circular 12/87 (attached). These arrangements may be reviewed separately from the general scheme review as provided for in paragraph 41(2) & (3) of this agreement.

## **21. DISPENSING OF EMERGENCY SUPPLIES OF MEDICINES**

The medical practitioner shall supply to any person for whom he is obliged to provide services any drugs, medicines or appliances considered necessary by the medical practitioner for immediate administration or application. The medical practitioner may obtain drugs, medicines and appliances used for this purpose by requisition from a retail pharmacist who has an agreement with the Health Service Executive for the supply of drugs, medicines and appliances.

## **22. CLINICAL RECORDS**

The medical practitioner shall keep adequate clinical records and shall in relation to such records observe article 5 of the Health Services Regulations, 1971 (S.I. 105 of 1971) as if they were records kept in accordance with those regulations.

23. When a person on the medical practitioner's list is transferred to the list of another medical practitioner providing services under Section 58 of the Health Act 1970, the former medical practitioner shall, subject to the written consent of the person (or in the case of a child, his parent) give to the second medical practitioner a summary of the medical history and condition of the patient.

On the death of a participating medical practitioner, the Health Service Executive should arrange through the Director of Community Care and Medical Officer of Health for the transfer of the records of his GMS patients to the doctor providing services for these patients. Where it is necessary to take custody of the records this should be done by the appropriate Director of Community Care and Medical Officer of Health.

Where a participating medical practitioner retires or resigns from the GMS scheme the Health Service Executive should inform each patient, when notifying him of the name of the new doctor, that the records are being transferred to this doctor. The patient should be notified that if he does not agree to the transfer of his records he should indicate this to the Health Service Executive within fourteen days of the notification. Records deposited with the Director of Community Care and Medical Officer of Health may be destroyed after a reasonable time.

## **24. RECORDS**

The Minister for Health & Children, the Health Service Executive and the Irish Medical Organisation agree that, in addition to clinical records, it would be prudent for each doctor to keep at least a simple list of the names of GMS patients seen each day.

## **25. CO-OPERATION WITH AGREED SURVEYS**

The medical practitioner shall co-operate with a medical officer acting on behalf of the Health Service Executive in surveys which the Health Service Executive or the Department of Health & Children may wish to conduct from time to time in pursuance of the monitoring of the operation of this scheme provided such surveys are agreed with the Irish Medical Organisation.

## **26. REMUNERATION**

The Health Service Executive shall, in consideration of the services provided by the medical practitioner in accordance with these

terms and conditions and on foot of claims made in the form and at the times directed by the Minister for Health and Children, make payments or arrange for payments to be made to the medical practitioner in accordance with the scale of fees, allowances and other payments as may be approved of or directed by the Minister from time to time in accordance with the provisions and procedures of the contract. Payments of fees shall be made monthly and allowances shall be paid at least quarterly. Where an amount of claim is in dispute appropriate payments on account shall be made. The current rate and frequency of payments to be made to participating doctors are detailed in Appendix A.

## **27. ACCEPTANCE OF PAYMENT FROM ELIGIBLE PATIENTS**

The medical practitioner shall not demand or accept any payment or consideration whatsoever other than payments under paragraph 26 in reward, for services provided by him under this contract, or for travelling or for other expenses incurred by him or for the use of any premises, equipment or instruments in making the services available. The medical practitioner shall instruct any deputy providing services on his behalf to comply with the provisions of this paragraph.

## **28. PROCEDURES**

The parties shall co-operate with one another in the operation of their functions in order to ensure that the terms of the contract are fulfilled.

## **29. PRACTICE SUPPORT**

In order to assist the medical practitioner in maintaining a high standard of service to his patients the Health Service Executive shall appoint a practising general practitioner to act as a practice support for the medical practitioner. The functions of the doctor so appointed shall be:

- to improve overall performance of the medical practitioner,
- to assist a medical practitioner who is meeting difficulties in meeting the requirements of the contract,
- to make a formal written review of each practice assigned to him in the area not less often than every three years which review shall be made available for comment to the medical practitioner being reviewed prior to finalisation and submission to the chief executive officer. A copy of the report will be sent to the participating medical practitioner concerned. If following this assessment the practice so assessed is not satisfactory in the view of the doctor making the assessment the medical practitioner shall be advised of the remedial action required of him and in the event of his failing to achieve the required standard in the view of the doctor appointed by the Health Service Executive in accordance with this paragraph, the medical practitioner may be referred to the disciplinary procedures outlined in Para. 30. The medical practitioner shall cooperate in assisting the practice support medical officer in carrying out his duties in undertaking the review,
- to liaise between the Health Service Executive and the medical practitioner and to suggest changes in administrative arrangements

- to investigate complaints relating to a participating medical practitioner referred to him by the Chief Executive Officer. In cases where the practice support medical officer considers the complaint inappropriate for investigation by him or where he is unable to make a report within a reasonable period specified by the C.E.O., the matter shall be returned for consideration to the Chief Executive Officer.

During a period where the Chief Executive Officer has been unable to fill a post of practice support medical officer, the Chief Executive Officer of the Health Service Executive may appoint a medical officer, normally a DCC/MOH acting on behalf of the Health Service Executive for a period not longer than 3 months to exercise the functions provided for in this agreement. During the period of 3 months, discussions shall take place between the Health Service Executive and the Irish Medical Organisation to agree an alternative arrangement. If the parties fail to agree, the matter shall, on the application of either side, be referred for immediate arbitration under paragraph 41(5) and the medical officer will continue to act pending the outcome of arbitration.

### 30. COMPLAINTS

Where the chief executive officer of the Health Service Executive has reason to believe that the medical practitioner has failed to comply with any of the terms of the agreement, he shall notify the medical practitioner of the reasons for such belief by registered post and inform him that he shall consider any representations in regard to the matter which may be received by him from the medical practitioner within one month of the issue of the notification. The chief executive officer shall not consider a complaint relating to an individual living patient except where

- it is made by the patient, by a member of his family, or by another person with the written consent of the patient, or where the patient is a child, of his parent or guardian and is in writing and signed by the person making it and
- it is made within six weeks of the event or alleged event in relation to which the complaint is made or, where the chief executive officer, having consulted the chairman of the Health Service Executive (or in his absence, the vice-chairman) and another designated member of the Health Service Executive (one of these two being a registered medical practitioner) considers it appropriate, within such longer period as he may determine.

The chief executive officer may, after full consideration of any representations which the medical practitioner may make in regard to the matter and of any report which he may have received from the Practice Support Medical Officer, including a report of an investigation which he may have carried out into the complaint, where he considers it appropriate, follow one of the three courses of action set out at paragraph (1) to (3) below.

- (1) require the medical practitioner to maintain such additional records as the Chief Executive Officer of the Health Service Executive may require for a specified period of time. This decision may be appealed to the Complaints Officer provided for in paragraph 32.

- (2) In the case of a serious breach of the agreement which does not warrant the penalties provided for at sub-paragraph (3) he shall refer the matter to the Complaints Officer who shall investigate the matter and either (a) decide that the complaint has no substance or (b) issue a warning and/or impose a deduction not exceeding €127 in respect of the complaint from payments to be made to the doctor, by the Health Service Executive, Primary Care Reimbursement Services or (c) decide that the matter is too serious to be dealt with by him and refer the matter back to the C.E.O. to be dealt with under sub paragraph (3).
- (3) In the case of other serious breaches of the Agreement or a reference by the Complaints Officer as provided for above, the Chief Executive Officer may give notice of termination of contract or other disciplinary action. Such notice shall, specify a date not earlier than 28 days from the date of its issue before which the decision may be appealed. Except in cases where the patients may be placed in jeopardy a notice of termination shall not provide for suspension.
- (4) Any breach of the agreement, the terms of which were specified by the Minister for Health & Children in Circular 13/72, between the doctor and the Health Service Executive, other than a breach which would have been investigated under para. 23 of the said agreement, shall be deemed to be a breach of this agreement and may be dealt with in accordance with the procedures specified in Circulars 13/72 and 13/75.

### 31. SUSPENSION OF AGREEMENT

Where the Chief Executive Officer is satisfied that the care of patient(s) is placed in jeopardy, he may in accordance with this paragraph, suspend the operation of a medical practitioners agreement pending investigation of a complaint under the preceding paragraph. If it appears to him that such suspension is desirable, he shall consult the chairman (or in his absence the vice-chairman) and another designated member of the Health Service Executive (one of those two being a registered medical practitioner). If both concur in the proposed suspension, the Chief Executive Officer shall proceed accordingly with it. If both dissent from the proposal he may not carry out the suspension. If one concurs and the other dissents he may, or may not, at his discretion, proceed with the suspension, after such further consultation with the chairman (or vice-chairman) and the other designated member as he considers desirable. Consultation under this paragraph shall be a joint consultation unless there is a compelling reason to the contrary. When the operation of an agreement with a medical practitioner has been suspended, the C.E.O. shall give notice of termination of the agreement or other disciplinary action and the Tribunal referred to in paragraph 33 shall in all cases meet to consider the notice of termination or other disciplinary action on a date not later than 3 weeks from the date of the suspension. Where suspension has been made by a Chief Executive Officer in accordance with this paragraph, the Chief Executive Officer of any other Health Service Executive area with which the medical practitioner has an agreement may, if he so thinks fit, suspend that agreement pending the consideration of the matter by the Tribunal. On termination of a suspension under this paragraph, the medical practitioners list of patient shall be restored to him.

32. A complaints officer shall be appointed by the Minister for Health & Children with the agreement of the Irish Medical Organisation, to consider complaints referred to him under para. 30. In investigating any complaint he shall write to the Chief Executive Officer and the medical practitioner concerned inviting them to make representations on the matter and he shall consider any representations so made and hear any explanations which the medical practitioner shall make to him before making a determination. Where agreement cannot be reached on the appointment of a complaints officer, a person shall be nominated by the Chairman of the Labour Court and thereupon shall be appointed by the Minister for Health & Children.
- 33. MEDICAL PRACTITIONER'S RIGHT OF APPEAL**  
A decision to terminate the contract or to impose other disciplinary action pursuant to para. 30(3) may be appealed by the medical practitioner to a tribunal to be established for this purpose in which case the notice of termination or of other disciplinary action shall not take effect unless and until the termination or penalty is upheld by the GMS Tribunal. The GMS Tribunal shall consist of one person nominated by the Irish Medical Organisation and one person nominated by the Minister for Health & Children and a chairman who shall be nominated by the Chairman of the Employment Appeals Tribunal from amongst the vice-chairmen of that Tribunal. In deciding its procedures and reaching its decisions the GMS Tribunal shall have full regard to the practice and criteria of the EAT except where these are in conflict with the terms of this contract. Where the Tribunal finds that the termination of the contract would be unfair it shall order the withdrawal of the notice of termination, except where the medical practitioner specifically requests financial compensation instead. The Chief Executive Officer shall comply with the decision of the GMS Tribunal. The GMS Tribunal may decide to uphold the disciplinary action against which the doctor has appealed or to impose disciplinary action other than that imposed by the Chief Executive Officer where they confirm a serious breach of the agreement. The members of the GMS Tribunal shall be appointed for terms of office of three years. If either party fails to nominate its member the chairman may act on his own.
- 34. MEDICAL PRACTITIONER'S RIGHT TO TERMINATE CONTRACT**  
The medical practitioner may terminate this contract with three month's notice or such shorter notice as may be accepted by the Health Service Executive.
- 35. HEALTH SERVICE EXECUTIVE'S RIGHT TO TERMINATE/SUSPEND CONTRACT**  
This contract shall be terminated forthwith where the medical practitioner's name is erased from the register of medical practitioners under the Medical Practitioners Act, 1978, or where an order is made by the High Court that the name of the medical practitioner shall not have effect in the general register of medical practitioners, the contract shall be suspended for such period as may be specified in such order.
36. This contract shall be terminated, on such notice not exceeding three months as may be agreed to by the Health Service Executive, upon the medical practitioner accepting employment in a whole time capacity in the service of the State or of a Health Service Executive or otherwise.
37. Subject to paragraph 40, the Health Service Executive may terminate the agreement where the Health Service Executive is satisfied, after compliance with procedures analogous to those contained in Circular 13/75 determined by the Minister for Health & Children in agreement with the Irish Medical Organisation that the medical practitioner is suffering from permanent infirmity of mind or body. An appeal shall lie to the Minister for Health & Children against a decision of the Health Service Executive to terminate the agreement under this paragraph and the Health Service Executive shall comply with any direction in that respect given by the Minister for Health & Children.
38. The agreement shall terminate on the medical practitioner reaching the age of seventy years in the case of those entering into contracts on the commencement date and 65 years in all other cases. The medical practitioner, if required by the Health Service Executive, shall, on entering into the agreement, furnish evidence of his date of birth.
- 39. FORMER DISTRICT MEDICAL OFFICERS**  
Where the medical practitioner is an officer of the Health Service Executive who is entitled to benefit from the provisions agreed to in 1972 by the Minister for Health & Children and referred to in appendix B. to this contract as respects persons holding office as district medical officer, the Health Service Executive shall operate this agreement subject to, and in accordance with, those provisions.
40. An agreement with a registered medical practitioner referred to in paragraph 39 who is a permanent officer of the Health Service Executive shall terminate on his ceasing to be such an officer.
- 41. CONSTRUCTION OF THIS AGREEMENT**
- (1) This agreement between the medical practitioner and the Health Service Executive is to be construed as contingent upon the agreement which exists between the Minister for Health & Children and the Irish Medical Organisation regarding arrangements for the provision of services to be entered into under Section 26 of the Health Act, 1970. The medical practitioner and the Health Service Executive agree that any changes in the terms of such arrangements, which may be agreed between the Minister for Health & Children and the Irish Medical Organisation, shall be incorporated into this contract and the terms of this contract shall be construed accordingly following the issue of a statement of such agreed changes by the Minister.
- (2) The terms of this contract shall be subject to alteration every three years in accordance with the outcome of a review of the agreement between the Minister for Health & Children and the Irish Medical Organisation on arrangements for the provision of services under Section 58 of the Health Act, 1970, which review may be conducted with the assistance of a third party. Such alteration shall have effect when notified by the Minister for Health & Children at the conclusion of the reviews provided for in this paragraph.
- (3) Without prejudice to the terms of sub-paragraph (2), the terms of this agreement shall be subject to the outcome of a review of the arrangements for the provision of services to be conducted by the Chairman of the Labour Court, or another person agreed by the Minister for Health & Children and the Irish



Medical Organisation to commence not later than 12 months after the commencement date of this agreement. The terms of this agreement shall be altered in accordance with the outcome of that review upon notice of such change being issued by the Minister for Health & Children.

- (4) The agreement between the Minister for Health & Children and the Irish Medical Organisation on arrangements for the provision of services under Section 58 of the Health Act, 1970 shall be for a minimum period of three years and either the Irish Medical Organisation or the Department of Health & Children may give 12 months notice of termination of the agreement at any time after 2 years from the commencement date of this agreement and the agreement will be so terminated unless the notice is withdrawn. Where notice of termination has been served, the parties to the agreement shall meet in an agreed conciliation forum to resolve their differences and if agreement is not reached, the outstanding matters shall be subject to mediation and recommendation prior to the expiry of the agreement. On termination of the agreement, this contract may be terminated by either the Health

Service Executive or the medical practitioner without further notice but termination shall not be implemented in an arbitrary or discriminatory manner.

- (5) Disputes which may arise over the operation this agreement shall be referred to an agreed third party or if agreement is not reached a third party nominated by the Chairman of the Labour Court. Matters shall be referred in accordance with procedures to be specified by the arbitrator following consultation with the Minister for Health & Children and the Irish Medical Organisation. A decision of that third party shall be accepted by the parties to the dispute except where either side complains that the decision goes outside the terms of the agreement; without prejudice to the rights of the parties to have the operation of the contract judicially reviewed, the Chairman of the Labour Court shall, if requested by either party, decide if the decision is outside the terms of the agreement and his decision shall be accepted by the parties. While not being itself part of the contract the Memorandum Agreement issued by Mr. John Horgan may be referred to in construing the provisions of the contract in accordance with this paragraph.

## APPENDIX A

### DETAILS OF FEES AND ALLOWANCES PAYABLE UNDER THE SCHEME

As and from the commencement date, the scale of fees payable to participating practitioners shall be as follows:

#### (i) CAPITATION FEES

Capitation fees shall be paid not later than the 15th day of each month in respect of each eligible person on the medical practitioners panel at the beginning of each month. This shall operate not later than three months after the commencement date. During the first two months after the commencement date payments under the existing system (in respect of the first two months) and under the new system (in respect of the first three months) shall be paid in each of these three months on a date agreed with the Irish Medical Organisation.

The fees shall be calculated as the sum of two elements:

- (a) Demographic factor
- (b) Geographic Factor
- (a) The Demographic Factor is designed to reflect the differences in the demands which the various demographic groups are expected to place on the medical practitioner.

Age	Male	Female
	€	€
Under 5	26.12	25.49
5 - 15	13.18	13.35
16 - 44	19.37	31.66
45 - 64	38.67	42.48
65 and over	40.73	45.45

- (b) In addition, a Geographic Factor shall be added to the Demographic Factor amount for each person as detailed below. This is designed to reflect the expenses incurred in visiting patients in the various age and distance categories in their homes.

Age	3-5 miles	5-7 miles	7-10 miles	10+ miles
	€	€	€	€
under 5	1.39	3.45	5.47	7.98
5 - 15	1.57	1.42	2.25	3.27
16 - 44	0.73	1.84	2.92	4.25
45 - 64	1.79	4.44	7.05	10.28
65 and over	5.00	12.38	19.66	28.67

Distance shall be measured from the medical practitioner's principal practice centre to the patient's home.

#### (ii) SUPPLEMENTARY OUT-OF-HOURS PAYMENT

In order to encourage greater use of rosters and rotas, a supplementary out-of-hours payment €2.82 per patient shall be paid. This payment may be assigned by a doctor to another medical practitioner participating in the GMS who undertakes, with the permission of the Health Service Executive, to take care of his patients for all or part of the out-of-hours period.

#### (iii) SUPERANNUATION

A scheme of superannuation shall be established which shall be administered by the Irish Medical Organisation. The Health Service Executive shall pay into such scheme a sum equivalent to 10% of total capitation fees payable to medical practitioners under the scheme. In addition each medical practitioner shall contribute 5%, which sum shall be deducted from the capitation payments due to the medical practitioner

and shall be paid on his behalf and for his benefit into the aforesaid scheme by the Health Service Executive.

**(iv) OUT-OF-HOURS PAYMENTS**

Consultations necessarily carried out between the hours of 10.00 pm and 8.00 am and requested after 8.00 pm other than in the course of routine surgery arrangements shall be paid at the following rates. The Health Service Executive will require that third party verification of the time of the consultation be provided.

Up to 3 miles	€37.27
3 - 5 miles	€49.72
5 - 7 miles	€59.99
7 - 10 miles	€62.13
Over 10 miles	€74.58

Where more than one patient is seen in the course of such a consultation, the fee payable in respect of each additional patient seen shall be €29.10.

(v) Where a doctor provides services from more than one centre of practice the out-of-hours payment shall be related to the distance the patient lives from the medical practitioner's principal centre of practice.

**(vi) HOMES FOR THE AGED**

A medical practitioner shall be remunerated by way of capitation payments in respect of a person on his list in a home for the aged and shall receive payment for Emergency/Out-of -Hours services where provided.

**(vii) OTHER HOMES**

A medical practitioner providing services to eligible patients in homes, other than homes for the aged, shall be remunerated on the basis of arrangements agreed between the Irish Medical Organisation and the Health Service Executive. Where agreement is not reached, access shall be had to the third party provided for in paragraph 41(5).

**(viii) ADDITIONAL FEES**

Fees shall be payable in addition to the capitation payment in the following circumstances:

**(a) Temporary Residents**

The fee payable in respect of services given to temporary residents shall be as follows:

Surgery Consultations	As at Commencement Date
(i) Normal hours	€36.22

Domiciliary Consultations	
	€
Urban	
Up to 3 miles	36.22
3 - 5 miles	48.33
5 - 7 miles	54.42
7 - 10 miles	60.39
Over 10 miles	72.49

**(b) Emergency Fees**

An additional fee of €37.27 shall be payable in respect of emergency services plus the appropriate fee within the scale of fees outlined above.

**(c) E.C. Residents**

The fee payable in respect of services given to E.C. residents with established eligibility shall be €37.27 plus the appropriate fee within the scale of fees outlined at (a) above.

**(d) Rural Dispensing Fee**

Annual fee per person €11.34.

**(ix) ANNUAL LEAVE**

A medical practitioner shall be entitled to take a number of weeks leave from his practice each year based on the size of the panel as follows:

Number on list	Entitlement Weeks
1500 + RPAGPS*	5
1000 - 1499	4
500 - 999	3
100 - 499	2

\*(Medical Practitioners in receipt of Rural Practice Allowance).

During these weeks and subject to prior approval of the Health Service Executive as to timing, the Health Service Executive shall contribute to the contracting doctor €1,297.57 (dependent on panel size) per week as a supplement to the locum or provide a locum, where the medical practitioner has been unable to arrange it.

Other leave may be taken provided the prior approval of the Health Service Executive is obtained, as to timing.

**(x) SICK LEAVE**

Medical Practitioners shall be expected to cover for each other during the first consecutive seven days of sickness in any year and a supplement of €173.24 per day (Monday-Friday) shall be paid to the medical practitioner providing the cover. After the first week the Health Service Executive shall pay the cost of a locum (€926.82 per week for the first week and €1,297.57 for week 2-26) for a maximum of 26 weeks and €926.82 for a further 26 weeks in respect of doctors who have at least 700 persons on their panel. The payments shall be made in respect of periods analogous to those which apply to officers of the Health Service Executive under Circular 10/71. These payments shall be made on receipt by the Health Service Executive of evidence of payments and certification of sickness. Sick leave shall not apply to doctors, with panels of less than 100. Those with panels between 700 and 100 shall receive a payment equivalent to their capitation earnings during the first week, (not exceeding €866.19 paw.), and subsequent 26 weeks and half that amount for the second period of 26 weeks. He shall continue to be paid his capitation earnings during that year. When it is clear that the incapacity will last for more than one week and for rural practitioners in all cases the locum shall be put in place as soon as possible. If the medical practitioner is unable to obtain a locum the Health Service Executive shall assume responsibility for providing service to patients. The rural practitioner in receipt of the rural practitioner allowance shall get the full entitlement to sick leave benefits.

**(xi) MATERNITY LEAVE**

A medical practitioner with a list of 500 or more shall be entitled to 26 weeks maternity leave during which the locum arrangements shall apply as for study leave and sick leave i.e. €1,297.57 per week. An additional 4 weeks shall be available on grounds analogous to those in the Maternity Protection of Employment Act, 1981.

**(xii) STUDY LEAVE**

A medical practitioner with a list of 100 persons or more shall be entitled to one week's study leave each year. This shall be taken with the prior approval of the Health Service Executive and the Health Service Executive shall pay €1,297.57 or provide a locum.

**(xiii) PRACTICE PAYMENTS FOR REMOTE AREAS**

These areas shall be specified from time to time, as required, by the Minister for Health & Children in consultation with the Health Service Executive and the Irish Medical Organisation. They shall include extremely remote areas such as the islands and some mainland districts which call for special consideration.

In these areas the medical practitioner may opt for payment by way of capitation or special salary which is currently paid for such areas or the normal district medical officer salary scale plus half capitation or such other terms as may be agreed following specific review of these cases, which may be the subject of third party reference and determination. Depending on circumstances the Health Service Executive may permit entry to the scale above the minimum in the case of a doctor opting for the third method of payment. Where a salary scale is payable it shall be adjusted from time to time in the light of changes in the levels of incomes generally in the public service.

**(xiv) PRACTICE PAYMENTS FOR OTHER RURAL AREAS**

A medical practitioner currently in receipt of a rural practice allowance shall retain this allowance, but the amount shall be €6,433.58 p.a. The question of the application of these payments in other circumstances is being referred to arbitration as a matter of urgency under para. 41(5) and the outcome shall be formally notified, as soon as possible.

**(xv) SPECIAL ITEMS**

An additional payment shall be made where special services are provided to eligible persons in accordance with the list specified from time to time by the Minister for Health & Children with the agreement of the Irish Medical Organisation. The current list of special services includes:

- (i) Excisions - cryotherapy - diathermy of skin lesions - warts, verruca, solar keratosis, cysts papillomata, ingrown toenails, abscesses.
- (ii) Suturing of cuts and lacerations.
- (iii) Draining of hydroceles.
- (iv) Treatment and plugging of dental and nasal haemorrhages.
- (v) Recognised vein treatment.
- (vi) E.C.G. tests and their interpretation.
- (vii) Instruction in the fitting of a diaphragm.
- (viii) Removal of adherent foreign bodies from the conjunctival surface of the Eye.
- (ix) Removal of lodged or impacted foreign bodies from the Ear, Nose and Throat.
- (x) Nebuliser Treatment (in the case of acute asthmatic attack.)
- (xi) Bladder Catheterization.
- (xii) Attendance at case conferences (in cases where such case conferences are convened by a DCC/MOH).
- (xiii) Advice and Fitting of a Diaphragm
- (xiv) Counselling and fitting of an IUCD

- (xv) Pneumococcal Vaccination
- (xvi) Influenza Vaccination
- (xvii) Pneumococcal/Influenza Vaccinations
- (xviii) Hepatitis B Vaccination

A fee of €23.30 is payable in respect of the treatment of (i) to (ix). A fee of 34.97 is payable in respect of the treatment of (x) and (xi), €58.29 in respect of treatment (xiii), €40.40 in respect of (xii), €64.67 in respect of (xiv), €32.08 in respect of (xv) and (xvi), €40.14 in respect of (xvii) and €15.69 in respect of (xviii). A fee of €33.97 is payable for attending a case conference, in addition the appropriate mileage rates will apply where a medical practitioner is required to travel in excess of three miles. The conditions under which these payments may be paid shall be as agreed by the parties from time to time.

The fee payable in the case of (v) above will only be paid where sclerotherapy treatment is involved and will not be payable where dressings only are provided. The fee payable in respect of (vi) above will include the recording as well as interpretation of E.C.G. tests.

Fees for, special services shall be payable to former District Medical Officers on salary, but the appliances necessary for the provision of these services shall not be supplied by the Health Service Executives.

A medical practitioner claiming special services must submit a fully completed special claim form, as provided by the Health Service Executive, Primary Care Reimbursement Services. A medical practitioner who intends to provide any of these special services must indicate to the DCC/MOH of the Health Service Executive which services he will be providing.

**(xvi) THIRD WORLD**

Conditions analogous to those applying to Health Service Executive employees in relation to temporary service in third world countries will apply to participating medical practitioners.

**(xvii) FEES FOR SECOND MEDICAL OPINION**

A fee of €10 is payable to a medical practitioner in full time general practice who visits and gives a second medical opinion in the case of a GMS patient at the request of the patient's medical practitioner. The consultation may take place at the home of the patient or at his medical practitioner's surgery.

The medical practitioner claiming the fee shall not be in partnership or arrangement (other than a rota arrangement) in public or private practice, with the doctor who sought his opinion. Claims for this fee should be made to the local Health Service Executive indicating the time and location of the consultation, the patient's name and medical card number, and the claim should be countersigned by the medical practitioner who sought the second opinion.

**(xviii) GRANTS FOR PRACTICE PREMISES**

The level of practice premises grants for participating medical practitioners in the GMS is as follows:

Single handed practitioner- 25% of cost up to maximum of €2,867.6.

Partnerships and Single handed practitioners in remote and rural areas- 37 1/2% of cost up to maximum of €4215.80

Groups of three- 50% of cost up to maximum of €5735.2 (increasing by €1433.8 for each additional doctor over three in the group).

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**APPENDIX B**

**Conditions and Guarantees applicable to Former District Medical Officers under this Agreement**

The specific guarantees given to former district medical officers by the Minister for Health & Children on the commencement of the 1972 scheme shall be fully implemented under the terms of this agreement.

A former district Medical Officer who is paid by way of fee per item of service with guarantees, shall retain the benefits of such guarantees where these exceed the provisions available under this agreement.

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**APPENDIX C**

Entry to the GMS, formation and dissolution of partnerships and assistantships with a view to partnership will continue under existing conditions set out in the relevant circulars but these conditions are without prejudice to the final outcome of discussions currently underway between the parties, where already a certain measure of agreement has been reached.

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