



Feidhmeannacht na Seirbhíse Sláinte
Health Service Executive

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Circular 027/15

3rd December 2015

Re: GMS Contract and Claiming of Temporary Resident and Emergency Treatment Fees

Dear Doctor,

Further to the above, the attached clarification document sets out the rules on what constitutes an eligible Temporary Resident or Emergency Treatment service reimbursable by the HSE.

Please ensure that any future claims submitted by you for Temporary Resident or Emergency Treatment are strictly in accordance with the rules set out in the attached.

Yours sincerely,

Anne Marie Hoey
Primary Care Reimbursement & Eligibility

Clarification Document on the Claiming of: Temporary Resident and Emergency Treatment Fees

1. The purpose of this document is to provide guidance on what constitutes eligible claims for fees which are reimbursable by the HSE for Temporary Residents and for Emergency Treatment. This document does not vary the terms of the GMS Contract (as amended or varied by Circular) and in the event of any conflict between the contents of this document and the terms of the GMS Contracts (as amended or varied), the Contracts (as amended or varied) shall take precedence.
2. Nothing in this document shall alter or interfere with any obligation that a general practitioner has in respect of his ethical obligations to the patient and/or his compliance with Medical Council requirements and in particular the Guide to Professional Conduct and Ethics for Registered Medical Practitioners.
3. This document should be read in conjunction with the GMS Contracts, relevant Circulars and Out-of-Hours Clarification Document.
4. Pursuant to the GMS agreement (as amended or varied by Circular) contracted general practitioners are obliged to be available for surgery consultations and for domiciliary visiting for a total of 40 hours per week (normal contracted surgery hours). Surgeries may be open for longer periods than the normal contracted surgery hours and such hours are referred to as “normal/routine surgery hours”. A General Practitioner’s surgery arrangements both “normal contracted surgery hours” and “normal/routine surgery hours” shall not discriminate between eligible persons and private patients.
5. The payment of additional fees for Temporary Residents is to ensure that clients will have access to GMS services when they move temporarily and are staying in a different geographic area from their normal place of residence, the move to the different geographic area making their registered GP inaccessible. The duration of the GMS client’s stay should not exceed three months. If the client stays longer than three months, the client should notify the HSE and change doctor to a doctor practising in the new area in which s/he resides e.g. students. A client would therefore not attend a GP in their own locality as a Temporary Resident.
6. If a GMS client has an accident or requires an emergency consultation for urgent treatment and is unable to receive that treatment from his/her registered GP/Practice because it would be unsafe to wait to attend his/her own GP and/or impractical to access due to travel distance, s/he may attend another GP in the locality where s/he finds him/herself in need of services. The reason for the consultation must be unforeseen, the patient’s complaint should be urgent and requires immediate attention which necessitates a consultation being carried out directly. The patient’s condition is such that it may be injurious to his/her health to wait to attend his/her registered General Practitioner. Under this provision, a client cannot attend a GP routinely for Emergency Treatment.

7. For clients in receipt of short term care in private nursing homes when the duration of stay is not expected to exceed three months; and where the nursing home is outside of the registered GP's area, then a doctor practising in the area of the home may claim a Temporary Residents fee for service provision. This includes short term respite care.
8. When a client in a private nursing home has an accident and/or requires an emergency consultation for urgent treatment and is unable to receive that treatment from his/her registered GP/Practice because it would be unsafe or impractical to access, another GP may provide a service and claim an emergency fee. Emergency fees cannot be routinely claimed for clients in nursing home care. Payments of emergency claims for clients in nursing homes should therefore be of an exceptional nature.
9. Where a GP sees a temporary resident (as defined above) during an out-of-hours period, if the Claiming GP is not in a rota with the Registered GP (Choice of Doctor) the fee payable is for a Temporary Resident. If the Claiming GP is in a rota with the Registered GP (Choice of Doctor), then an out-of-hours claim, in accordance with the GMS Contract is applicable.
10. If an emergency occurs out-of-hours and the claiming GP is in a rota with the Choice of Doctor, then an OOH claim in accordance with the GMS Contract is applicable. If the Claiming GP is not in a rota with the Registered GP and the client has not moved temporarily into the area then an emergency fee is claimed.
11. Provision of Special Type Consultations for special items of service should be in accordance with clinical guidelines for the particular service.
12. Special Type Consultations (STCs) for special items of service and vaccinations are generally claimed by the registered doctor/choice of doctor, with services provided during routine surgery hours. The following STCs for special items of service may be claimed in conjunction with claims for Emergency Treatment and Temporary Residents.

Special Services which can be claimed with Emergency and Temporary Claims			
Ref. No.	Description of Special Service	Emergency Claim	Temporary Claim
1a	Excisions	√	√
1b	Cryotherapy/diathermy of skin lesions		√
2	Suturing of cuts and lacerations	√	√
3	Draining of hydroceles		√
4	Treatment and plugging of dental and nasal haemorrhages	√	√
5	Recognised vein treatment The fee is only paid where sclerotherapy treatment is involved and will not be payable where dressings only are provided.		√

6	Electrocardiography (ECG) tests and their interpretation The fee payable will include the recording as well as interpretation of ECG tests	√	√
7	Instruction in the fitting of a diaphragm		√
8	Removal of adherent foreign bodies from the conjunctival surface of the eye	√	√
9	Removal of lodged or impacted foreign bodies from the ear, nose and throat (syringing of the ear for wax is not claimable)	√	√
10	Nebuliser treatment in the case of acute asthmatic attack	√	√
11	Bladder catheterization	√	√
12	Advice and fitting of a diaphragm		√
13	Counselling and fitting of an intra uterine contraceptive device (IUCD)		√
14	Attendance by GP at HSE convened case conference	√	√
	Vaccination – influenza, pneumococcal, Hep B	Hep B first shot only	√

The special item of service fee and not an emergency fee is claimable if the following services are provided during the course of a consultation:-

- Cryotherapy/diathermy of skin lesions
- Draining of hydroceles
- Recognised vein treatment
- Advice and fitting of a diaphragm
- Counselling and routine fitting of an intra uterine contraceptive device (IUCD)
- Vaccination – influenza, pneumococcal

13. Temporary Residents claims should not be made in any or all of the following circumstances:-

- a) The claiming GP is the registered GP/Doctor of Choice; or
- b) The claiming GP is operating in the same practice, arrangement or locality as the registered GP; or
- c) The claiming GP is through an arrangement providing services on behalf of the registered GP; or
- d) The claiming GP is operating in a rota arrangement with the registered GP; or
- e) The client is not temporarily resident outside of his/her own area and/or is living at his/her permanent address; or
- f) The client opts to attend a GP who is not his/her Doctor of Choice, even if the change of doctor process is pending; or
- g) The client has moved temporarily and his/her temporary residence is accessible to the registered GP; or
- h) The client is ordinarily resident in the location of the claiming doctor for a period in excess of three months; or
- i) The registered GP, (Choice of Doctor), or a doctor providing services on behalf of the registered GP, is accessible and available to provide the consultation; or

- j) The client is attending a GP, (not his/her registered doctor) under the Methadone Contract, or as part of another health programme; or
 - k) The client is in a private nursing home and the nursing home is in his/her registered doctor's area or:
 - the client is ordinarily resident there; or
 - the client is in receipt of long term care; or
 - the duration of stay is expected to be greater than three months; or
 - the duration of stay has exceeded three months; or
 - l) The claim is otherwise not in accordance with the claiming guidelines.
14. Emergency Treatment claims should not be made in any or all of the following circumstances:-
- a) The claiming GP is the registered GP/Doctor of Choice; or
 - b) The claiming GP is operating in the same practice or arrangement as the registered GP; or
 - c) The claiming GP is through an arrangement providing services on behalf of the registered GP; or
 - d) The claiming GP is operating in a rota with the Registered GP; or
 - e) The consultation is not in emergency circumstances; or
 - f) The patient's condition does not necessitate an immediate consultation to be carried out and does not necessitate emergency treatment; or
 - g) The consultation is routine in nature; or
 - h) The client opts to attend a GP who is not his/her Doctor of Choice, even if the change of doctor process is pending; or
 - i) The registered GP, (Choice of Doctor), or a doctor providing services on behalf of the registered GP, is accessible and available to provide the consultation; or
 - j) The claim is otherwise not in accordance with the claiming guidelines.
15. It is the obligation of the doctor to ensure that all appropriate claim forms are completed accurately and fully.