



Feidhmeannas Seirbhíse Sláinte
Health Service Executive

Health Service Executive Contract of Employment PLEASE SIGN AND RETURN

Name of Employee:

Address of Employee:

Employee Number: N

1. **Title**

You are employed as **Community Healthcare Network General Practitioner Lead.**

2. **Commencement Date**

The HSE and the CHN GP Lead wish to enter into contract under which the appointee will fulfil the role of Community Health Network (CHN) GP Lead. This contract of employment with the Health Service Executive is to start on the _____ day of _____ 2023.

3. **Probationary Period**

A probationary period of **one year** shall apply from commencement of employment, during which the contract may be terminated by either party in accordance with the Minimum Notice and Terms of Employment Act, 1973-2005. The probationary period may be extended at the discretion of management. Confirmation of your appointment as a permanent member of staff is subject to the successful completion of the probation period.

4. **Location**

You will be employed CHN GP Lead

Your assignment will be to xxxxxxx

5. Reporting Relationship

You will report to the **Community Healthcare Network Manager**:-

6. Purpose of Role

The ECC CHN GP Lead will support the development and maintenance of relationships between General Practitioners, GP Practices and Primary Care Professionals in order to ensure delivery of high quality, person-centred care to the local population. The ECC CHN GP Lead will support the CHN Manager and ECC CHN Management Team to roll-out clinical programmes; develop innovative solutions and multidisciplinary approaches to challenges within the ECC CHN; and to implement ECC CHN structures and service delivery within ECC CHNs.

7. Standard Duties and Responsibilities

The standard duties and responsibilities of your position are set out in the attached job description the details of such will be outlined to you by your Line Manager. In addition to your normal duties, you may be required to undertake other duties appropriate to your position as may be assigned to you, including deputising as appropriate.

8. ECC CHN GP Lead's Obligations

The ECC CHN GP Lead shall:

- a. Provide the Services required in this Contract with due care and skill and in a competent, professional, prompt and efficient manner.
- b. Provide the Services in accordance with the standard duties and responsibilities set out in the attached Job Specification.
- c. Work in a constructive and collaborative manner with the Designated HSE Officer, and other members of the Community Health Network Management Team.
- d. Notify the HSE promptly and in writing of any of the following in relation to a regulatory body in or outside of Ireland;
 - (i) the imposition of any conditions on any registration or license held by the ECC CHN GP Lead;
 - (ii) the imposition of any sanctions imposed on any registration or licence held by the ECC CHN GP Lead;
 - (iii) the suspension, withdrawal or removal of any registration or license held by the ECC CHN GP Lead.
 - (iv) the conviction of a criminal nature, whether imposed in or outside of Ireland in respect of the ECC CHN GP Lead;
 - (v) any claims or legal correspondence of which the ECC CHN GP Lead receives notice and which relate to the performance of the Services by the ECC CHN GP Lead;
 - (vi) any developments that, in his opinion, may have an adverse effect on his ability to meet his obligations under this Contract.

e. The ECC CHN GP Lead shall ensure that he remains fully registered with the Irish Medical Council at all times when providing the Services;

f. The ECC CHN GP Lead shall ensure, in so far as is practicable, that he maintains his skills and competency for provision of the Services and be familiar with all relevant updates;

The obligations in this Contract are personal to the ECC CHN GP Lead. Accordingly, the ECC CHN GP Lead must personally perform the Services.

9. Policies/Legislation

You are required to comply with legislation /policies which have particular application to your position. Details of these policies will be communicated to you by your supervisor/manager.

10. Professional Registration

Essential Requirements of ECC CHN GP Lead:

A. Must be a fully Registered Medical Practitioner with the Irish Medical Council.

B. Must hold a GMS contract on date of appointment to position of ECC CHN GP Lead and continue to hold a GMS contract for the duration of their employment.

You are required to maintain your registration with the Irish Medical Council for the duration of this employment and evidence of such registration/renewal must be furnished annually to your Line Manager.

11. Remuneration

The salary for this post is **€67.56 per hour or €540.48 per week**. This salary will be revised in accordance with relevant provisions of any National Pay Agreements or other national agreements that may arise during the term of this Specified Purpose Contract. Statutory deductions in relation to PAYE and PRSI will be made from the GP Lead's remuneration.

Remuneration will be made by the HSE on a monthly basis and will be made one month in arrears.

The ECC CHN GP Lead shall be entitled to receive locum contribution towards cost of engagement of locum cover in order to discharge his obligations under this Specified Purpose Contract. The ECC CHN GP Lead shall be entitled to claim a locum contribution of €394.48 per week for 46 weeks per annum. Each such claim will require to be accompanied by written confirmation of locum costs incurred by the ECC CHN GP Lead to include written confirmation of receipt of payment by the locum engaged by the ECC CHN GP Lead.

Claims in respect of Travel and Subsistence expenses shall be submitted on a monthly basis, in arrears and in accordance with the HSE Financial Regulations.

The CHN GP Lead will not demand or accept any payment or consideration whatsoever other than the remuneration rates and approved expenses determined in accordance with this Contract, in reward or payment for Services provided by him under this Contract, or in respect of any expenses incurred by him in making the Services available.

12. Hours of Work

The GP Lead is contracted to undertake such duties / provide such services as are set out in this Contract in the manner specified for **8 hours per week**. These hours include such rest breaks as are set out in the Organisation of Working Time Act 1997

13. Annual leave

Annual leave is granted in accordance with the provisions of the Organisation of Working Time Act 1997. The **GP Lead** shall be entitled to avail of six weeks annual leave per annum, with one week being equivalent to 8 hours.

14. Superannuation / Pension

A) EMPLOYED BEFORE 01/04/2004 (HSE Employment Only)

You will be covered by the terms of the Local Government Scheme. You will be required to contribute to the scheme. Details of the appropriate scheme are attached.

OR

B) EMPLOYED AFTER 01/04/2004 AND BEFORE 01/01/2005 (HSE Employment Only)

You will be covered by the terms of the Local Government Scheme. You will be required to contribute to the scheme. Details of the appropriate scheme are attached.

OR

C) EMPLOYED AFTER 01/01/2005

You will be covered by the terms of the HSE Superannuation Scheme. You will be required to contribute to the scheme. Details of the appropriate scheme are attached.

OR

D) EMPLOYED Before 01/01/2013 Public Service Employment non HSE

You will be covered by the terms of the HSE Superannuation Scheme. You will be required to contribute to the scheme. Details of the appropriate scheme are attached.

OR

E) NEW ENTRANT EMPLOYED AFTER 01/01/2013

You will be covered by the terms of the Single Public Service Pension Scheme. You will be required to contribute to the scheme.

15. Performance Review

Your performance will be regularly reviewed during your employment, which will involve discussions between you and your supervisor/manager in relation to your performance and conduct.

16. Code of Standards and Behaviour

You will be expected to abide by the Code of Standards and Behaviour for the HSE. This is available on the HSE website www.hse.ie or through your supervisor.

17. Sick leave

You are covered by the Public Service sick leave scheme, details of which are available on the website – www.hse.ie or through your supervisor. The granting of sick leave is subject to compliance with the HSE Managing Attendance Policy.

18. Grievance Procedure

You have the right to seek redress in respect of any aspect of your terms and conditions of employment under the Health Service Executive grievance procedure details of which are available on the website – www.hse.ie or through your supervisor. Should you have a grievance you should follow this grievance procedure.

19. Disciplinary Procedure

The Health Service Executive requires that you conduct your duties in such a way as to achieve high standards of work practice and patient/client care. In the event of your failure to achieve these standards the disciplinary procedure will be invoked. Details of the Health Service Executive disciplinary procedure are available on the website – www.hse.ie or through your supervisor.

20. Health and Safety

The Health Service Executive is committed to ensuring the safety, health and welfare of its staff and, to this end, national and local safety statements, policies, risk assessments, control programmes and procedures, have been prepared setting out all the safety arrangements which are in force. All Health Service Executive staff have legal obligations in relation to safety, health and welfare at work and are required to familiarise themselves with and adhere to the provisions contained in the aforesaid safety statements, policies, risk assessments, control programmes and procedures.

21. Confidentiality

In the course of your employment you may have access to, or hear information concerning the medical or personal affairs of patient/service users, and/or staff or any other health service business. Such records or information is strictly confidential and unless acting on the instructions of the HSE, on no account shall you discuss or disclose any information of a confidential nature except in the performance of normal duty. In addition, records must never be left in such a manner that unauthorised persons can obtain access to them and must be kept in safe custody when no longer required. This duty of confidentiality will continue to apply after this contract terminates.

22. Records / Property

You shall not remove any records belonging to the Health Service Executive from the Health Service Executive's premises at any time without proper advance authorisation.

You will return to the Health Service Executive upon request, and, in any event, upon the termination of your employment, all records and property belonging to the Health Service Executive which are in your possession or under your control.

23. Security

The Health Service Executive reserves the right to search your person and property while on or while departing from the Health Service Executive premises.

24. Notice and Termination

The Health Service Executive reserves the right to terminate this contract on the giving of the appropriate period of notice set down by the Minimum Notice and Terms of Employment Act, 1973-2005. You will be required to give the Health Service Executive one month's notice in writing of your intention to terminate your employment.

The contract shall terminate automatically upon the expiry of the employee's GMS contract or in the event that the employee is no longer registered with the Irish Medical Council.

25. Retirement

A) EMPLOYED BEFORE 01/04/2004

The minimum retirement age for staff employed by the Health Service Executive is 60 years and the compulsory retirement age is 70 years.

OR

B) EMPLOYED BEFORE 01/04/2004: MENTAL HEALTH NURSING ONLY

Persons employed in posts to which the provisions of the Mental Treatment Act, 1945 apply have a minimum retirement age of 55 and the compulsory retirement age is 70 years.

OR

C) EMPLOYED AFTER 01/04/2004 AND BEFORE 01/01/2005

The minimum retirement age for staff employed by the Health Service Executive is 65 years and the compulsory retirement age is 70 years.

OR

D) EMPLOYED AFTER 01/01/2005

The minimum retirement age for staff employed by the Health Service Executive is 65 years.

OR

E) NEW ENTRANT EMPLOYED AFTER 01/01/2013

The compulsory retirement age for Single Public Service Pension Scheme Members is 70 years.

26. Induction

The Health Service Executives Employee Resource pack will be made available to you, through your line manager. Induction will be provided to help you integrate into the workforce and your employer's brand, values and culture.

27. Indemnity

The CHN GP Lead shall be covered by the State's Professional Indemnity arrangements through the State Claims Agency in respect of any claims or actions arising against the CHN GP Lead as a direct result of the provision of Services by him under and in accordance with the terms of this Contract.

28. Agreement

Your terms and conditions may be revised in accordance with Public Service Agreements/Government decisions /HR circulars and or employment legislation changes.

I (**PRINT** full name of the CHN GP Lead) _____ declare that I have read and understood this Contract and accept all conditions fully.

Signed (**the CHN GP Lead**):

Date: ___/___/___

Signed (**on behalf of the Health Service Executive**):

_____ Date: ___/___/___