

COMMUNITY MEDICAL OPHTHALMIC SERVICES

AGREEMENT BETWEEN

HEALTH BOARDS AND THE IRISH MEDICAL ORGANISATION (I.M.O.)

FOR THE PROVISION OF

SPECTACLES AND CONTACT LENSES

1999

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SERVICES**



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SCHEDULE

AGREEMENT made the _____ day of _____ 199
between **THE IRISH MEDICAL ORGANISATION** of _____
a _____ of the One
Part and all the **HEALTH BOARDS** in the state of the Other Part.

INTERPRETATION:

In this Agreement, the following expressions shall have the meanings as assigned to them below:

"The Minister" means the Minister for Health and Children.

"The Panel" means the panel(s) of ophthalmic medical practitioners maintained by the Health Board for its administrative area or for different parts of its administrative area.

"Eligible Person" means a person entitled to ophthalmic services under the Health Act, 1970.

"Authorised Person" means an eligible person having a valid authorisation from the Health Board or being part of an agreed cohort and entitled to an eye examination, being part of the ophthalmic services provided for under the Health Act, 1970.

"The Scale of Fees and Charges" means the schedule of agreed fees and charges for the time being in force.

"The (Dispensing) Services" means the provision of spectacles and contact lenses prescribed under the Contracting Ophthalmic Medical Practitioner service.

"The Scheme" means the scheme of providing the services as defined above.

"The C.E.O." means the Chief Executive Officer of the Health Board.

"Designated Officer" means an officer of the Health Board designated by the C.E.O. in accordance with paragraph 16 hereof.

"The Health Board" throughout this Agreement shall be interpreted as meaning the Health Board for the administrative area wherein the contracting ophthalmic medical practitioner concerned carries on his practice.

"Contracting Ophthalmic Medical Practitioner" shall be as defined in recital *d* hereof and in addition where a Body Corporate is involved references to Contracting Ophthalmic Medical Practitioner herein shall where the context admits or requires include the Supervising Ophthalmic Medical Practitioner. An Ophthalmic Medical Practitioner is a person who is and will remain registered in the Register of Medical Practitioners maintained by the Medical Council and who has acquired the Diploma in Ophthalmology or the Diploma in Ophthalmic Medicine and Surgery or who has acquired equivalent qualifications or who at the date coming into effect of this Agreement held a contract with a Health Board under the Eyesight Testing Scheme.

"Supervising Ophthalmic Medical Practitioner" means an Ophthalmic Medical Practitioner specified in accordance with paragraph 17 hereof.

“Health Boards” means all the Health Boards in the State.

The masculine gender herein shall import the feminine.

RECITALS:

Whereas

- (a) The Health Boards have obligations to eligible persons under the terms of the Health Act, 1970 as amended.
- (b) The I.M.O. is the representative of Ophthalmic Medical Practitioners in the state.
- (c) The Health Boards are desirous of entering into a National Agreement with the I.M.O. to deliver dispensing services for eligible persons within the State.
- (d) It is intended that individual ophthalmic medical practitioners (hereinafter in this Agreement referred to as “Contracting” ophthalmic medical practitioners) will then make agreements with individual Health Boards to deliver the services to eligible persons in accordance with the terms of this Agreement.
- (e) Model forms of the said separate Agreement between Contracting ophthalmic medical practitioners and their Health Board is included in the Schedule to this Agreement – the form in Part One thereof to be used where the Contracting Ophthalmic Medical practice is owned/operated by an individual and Part Two to be used otherwise where the Contracting Ophthalmic Medical practice is owned/operated by a Body Corporate.
- (f) The objects of this Agreement include the following:-
 - (i) To provide the services for eligible persons as aforesaid.
 - (ii) To achieve significant benefits to eligible persons in terms of health and social gain.
 - (iii) To facilitate maximising the health and social gain potential of the scheme.
 - (iv) To eliminate existing waiting lists for the services.
- (g) It is hereby agreed between the parties hereto that any changes in the terms of this agreement agreed between the I.M.O. and the Health Services Employers Agency/the Health Boards/General Medical Services (Payments) Board/Department of Health and Children including, without limitation changes to payment arrangements, shall be construed as forming part of the contract upon receipt by the contracting ophthalmic medical practitioners of a letter from the Health Services Employers Agency/Health Boards/General Medical Services (Payments) Board/Department of Health and Children, the terms of which have been agreed with the I.M.O., and the terms of this contract shall be construed accordingly.
- (h) The upper age limit to obtain and/or hold a contract under this agreement is 70 years for existing personnel and 65 years for new contractors.

NOW IT IS HEREBY WITNESSED THAT the parties hereto have **AGREED** as follows:-

COVENANTS BY CONTRACTING OPHTHALMIC MEDICAL PRACTITIONER

1. The contracting ophthalmic medical practitioner agrees:-

- (i) To provide the services and advice to the best of his knowledge and ability for eligible persons at the listed addresses wherein he practises using suitable instruments and equipment in the appropriate environment.
- (ii) To provide spectacles to an approved standard of frame and lenses together with an acceptable case or as appropriate contact lenses of a type and specification agreed between the Contracting Optician and the authorised person concerned.
- (iii) To take out and maintain professional indemnity insurance in a sum not less than the minimum amount as may be determined by the Health Boards from time to time and which currently stands at £500,000.00.
- (iv) To produce evidence of such professional indemnity insurance to the Health Board when demanded.
- (v) To provide the services in the same manner and under the same conditions as would be provided for private patients.
- (vi) To provide the services personally or by way of substitute who is also a registered ophthalmic medical practitioner and the contracting ophthalmic medical practitioner undertakes to ensure that such substitute is also covered by equivalent professional indemnity insurance and the contracting ophthalmic medical practitioner also remains responsible to the Health Board for the services provided to authorised persons.
- (vii) In cases where an authorised person by reason of incapacity is confined to home, nursing home or hospital to provide the services as a domiciliary case provided that additional costs arising from such cases shall be agreed from time to time between the parties hereto and that prior authority for such cases is obtained from the C.E.O. or other designated Officer.
- (viii) To display in the practice premises a notice to be provided by the Health Board that he has entered into an agreement with that Board to provide the services.
- (ix) Neither directly or indirectly, either personally or by his servant or agent, to canvass or solicit any eligible person for the purpose of obtaining an authorisation for dispensing services.
- (x) To notify the CEO of the Health Board of any changes in the information contained in the ophthalmic medical practitioner's proposal forming the basis of the Agreement between him and the Health Board (the said model forms whereof are set out in the Schedule hereto).
- (xi) Save in cases where for reasonable cause (to be submitted to the C.E.O. of the Health Board if requested) the contracted ophthalmic medical practitioner refuses to accept as a patient any particular authorised person, to accept an authorisation from an eligible person and following upon the provision of dispensing services to record on it (the authorisation) the details of that dispensing service.

- (xii) To record in addition on the authorisation referred to in the immediately preceding paragraph hereof such other necessary and agreed sections of the authorisation so as to identify any substitute carrying out the dispensing and/or the contracting ophthalmic medical practitioner.
- (xiii) To keep for a period of at least ten years a record of all authorised persons availing of dispensing services under this agreement and such record shall include the name, address, medical card/authorisation number, the dates of any dispensing carried out and any advice therefrom.
- (xiv) In a case where an eligible person chooses for any reason to attend a different contracting ophthalmic medical practitioner to one previously attended under the scheme to make available promptly patient records to the new practitioner.

FURTHER AGREED ASPECTS OF SCHEME

2. Eligible persons may choose any participating contracting ophthalmic medical practitioner from the published panel of the Health Board.
3. Where spectacles or contact lenses are lost or damaged, replacements or repairs as appropriate shall be provided. The timeframe within which such replacements or repairs may be provided shall be a matter for agreement between the parties. These aspects of the Scheme would be subject to review from time to time.
4. Eligible persons will apply to the Health Board in their area to have their applications under the Scheme authorised. It is intended that such application will be approved or rejected within one month. The Health Boards will enter into reciprocal arrangements in exceptional circumstances. Alterations in eligibility of persons to benefit from the scheme will not be made without discussion and agreement with the Organisation.
5. The contracting ophthalmic medical practitioner will be entitled to payment for the services undertaken on foot of this agreement by reference to the agreed scale of fees and charges negotiated between the parties hereto. No charge shall be levied on the patient for such services. It is intended that the said scale of fees and charges shall be that agreed by the Minister for Social, Community and Family Affairs for his Department's Optical Benefit within the Treatment Benefit Scheme.
6. The parties hereto and the General Medical Services (Payments) Board shall facilitate the introduction, development and use of appropriate information technology and telematic services for the effective management of the scheme, including the collection and dissemination of information and the transmission of claims data.
7. The contracting ophthalmic medical practitioner may request identification and evidence of eligibility from any person offering an authorisation for services under the scheme.

MANAGING AND MONITORING

8. The dispensing services will be an integral part of the Health Board's overall annual service plan to be adopted by the board and submitted to the Minister. The supervision and implementation of the service plan is a function of the health board.
9. An ophthalmic medical advisor who is a registered medical practitioner under the Medical Practitioner's Act, 1989, and who is a contract holder under this Scheme, shall be appointed by the CEO for agreed periods to give advice to the CEO or a designated officer on all matters with regard to the provision of spectacles or contact lenses for eligible persons by Contracting Ophthalmic Medical Practitioners subject to the following conditions:
 - (a) A Contracting Medical Practitioner shall give to the Advisor all such information and particulars regarding the services under this Scheme as the Advisor may require.
 - (b) The Advisor shall bring to the notice of the CEO such developments in clinical practice and other matters which affect the provision of the services under this Agreement and shall advise the CEO as to their significance.

COMPLAINTS:

10. Complaints of a non-clinical nature from or on behalf of an authorised person will be investigated by an administrative officer of the Health Board.
11. In the event that a complaint is of a very serious nature as determined by the C.E.O., (e.g. the allegation of assault, abuse, etc., by the contracting ophthalmic medical practitioner or other staff employed by the ophthalmic medical practitioner) same will be investigated thoroughly by the relevant health board. In such cases, the contract may be suspended pending the conclusion of such investigations.
12. Where the CEO of a Health Board receives a complaint that the services provided by a Contracting Ophthalmic Medical Practitioner have been unsatisfactory and continue to be so, the CEO shall appoint an Examining Ophthalmologist to investigate the matter.

The Examining Ophthalmologist shall be chosen by the CEO from a panel of registered Ophthalmologists which is provided by the Organisation. In the first place and at agreed intervals, such panels will be formed following consultation with the Organisation and the Chairman of the Medical Eye Specialists Committee of the Irish College of Ophthalmologists.

The Examining Ophthalmologist shall consider all aspects of the dispensing services complained of with the following results:-

- (a) He may conclude that the services were satisfactory in all respects.
- (b) He may recommend an alteration or adjustment to the spectacles and no additional charge shall be made for any such alterations of the appliances provided.

- (c) The fees and expenses of the Examining Ophthalmologist shall be borne by the C.E.O. of the relevant Health Board.

TERMINATION AND DISPUTES

13. The Agreement between a contracting ophthalmic medical practitioner and the relevant Health Board may be terminated by either party by:

- (d) Giving not less than three months notice in writing of his/its intention to do so on the other and, immediately after such termination, the C.E.O. of the relevant Health Board will delete the contracting ophthalmic medical practitioner's name from the published panel.
- (e) Where the C.E.O. has reason to believe that the contracting ophthalmic medical practitioner has not complied with the terms of the Agreement or has failed to give adequate dispensing services to authorised persons, he shall notify the ophthalmic medical practitioner by registered post of the reasons for such belief and inform him that he will consider any representations in the matter which may be received from the ophthalmic medical practitioner within twenty one days of the notification. If, after consideration of any such representations, the C.E.O. is satisfied that the contracting ophthalmic medical practitioner has not complied with the terms of the agreement and/or has failed to give adequate dispensing services to authorised persons, the C.E.O. shall, as he thinks appropriate:-
 - (i) Issue a warning to the contracting ophthalmic medical practitioner.
 - (ii) Require the contracting ophthalmic medical practitioner to recoup to the Health Board any overpayments or incorrect payments made to him.
 - (iii) Impose a temporary suspension of the contract.
 - (iv) Terminate the Agreement.

If the contracting ophthalmic medical practitioner is aggrieved by any action of the C.E.O. as above he may appeal in writing to the C.E.O. within twenty-one days of receipt of the C.E.O.'s decision.

As soon as practicable after receiving notice of the contracting ophthalmic medical practitioner's appeal, an Appeals Tribunal shall be convened by the C.E.O., consisting of one person nominated by the I.M.O., one person nominated by the C.E.O. and an independent chairman who is acceptable to the I.M.O. and the C.E.O. This Tribunal shall have power only in relation to appeals arising from the decision of the C.E.O. as above.

The Tribunal shall, having considered the submissions made by both parties, issue a report to the C.E.O. which may recommend varying, endorsing or rescinding the action proposed to be taken.

REVIEW MEETINGS

14. Officers nominated by the Health Boards and/or the Health Service Employers Agency and the I.M.O. as the professional body representing ophthalmic medical practitioners within the State, shall, in order to ensure the effective operation of schemes proposed under this agreement meet from time to time and at least once a year in order to discuss matters of mutual interest in respect of the operation of such schemes, including fees and other charges applicable.

PROCEDURAL MATTERS

15. The C.E.O. may assign to another Officer of the Health Board his functions in relation to the entry into and subsequent performance of this Agreement in which event all references to the C.E.O. herein shall be construed as relating to such officer.
16. In a case where the Contracting Ophthalmic Medical Practitioner is a Body Corporate, the Managing Director shall submit to the C.E.O. a statement in writing signed by two Directors or by a Director and Secretary of and on behalf of the said Body Corporate specifying the name of the Supervising Ophthalmic Medical Practitioner under whose supervision the Ophthalmic Medical practice in respect of which the Agreement relates and the services therein are conducted. This statement shall be submitted in the format set out in Part Three of the Schedule hereto and shall also be signed by the Supervising Ophthalmic Medical Practitioner and witnessed. Where the Supervising Ophthalmic Medical Practitioner ceases to act in that capacity, the contract between the Health Board and the said Body Corporate shall terminate one month after the date he has ceased to act unless a new statement as prescribed in this paragraph has been furnished to and accepted by the C.E.O.

SCHEDULE

Part One

**Form Of Agreement For The Provision Of Spectacles and contact lenses For
Medical Card Holders And Certain Of Their Dependants (individual practitioner)**

I, _____(block capitals), being an ophthalmic medical practitioner duly registered in a register created by The Medical Council, hereinafter called "The Contracting Ophthalmic Medical Practitioner", am practising at the address(es) below, which are within the State, hereby propose to provide spectacles and contact lenses to eligible and authorised persons whose health care is the responsibility of the _____ Health Board in accordance with the terms of national agreement made on the _____ day of 199_____ between the Irish Medical Organisation and all the Health Boards in the State as amended or replaced from time to time.

Signed: _____
Registered Ophthalmic Medical Practitioner

Witness: _____

Address: _____

Occupation: _____

Practice Address(es):

1. _____
2. _____
3. _____
4. _____

I hereby accept the proposal.

SIGNED: _____
C.E.O. of _____ Health Board

Part Two

Form of Agreement for the Provision of Primary Care Spectacles and Contact Lenses for Medical Card Holders and Certain of their Dependants (Body Corporate)

_____ (block capitals), being a Body Corporate and owner/operator of the Ophthalmic Medical practice at the address(es) below, which are within the State, hereby propose to provide primary care spectacles and contact lenses to eligible and authorised persons whose health care is the responsibility of the _____ Health Board in accordance with the terms of national agreement made on the _____ day of 199 _____ between the Irish Medical Organisation and all the Health Boards in the State as amended or replaced from time to time.

PRESENT when the Corporate Seal of _____ was affixed hereto:-

Practice Address(es):

1. _____
2. _____
3. _____
4. _____

I hereby accept the above proposal.

SIGNED:

C.E.O. of _____ Health Board

Part Three

Form of statement as required by paragraph 16

We hereby specify _____ to be the Supervising
Ophthalmic Medical Practitioner under whose supervision the ophthalmic medical
practice in respect of which our Agreement dated _____
day of _____ 199 _____ with Health Board
relates and the services therein are conducted.

SIGNED: _____
Managing Director

SIGNED: _____
Director/Secretary

SIGNED BY:
In the presence of: _____
Supervising Ophthalmic Medical Practitioner

