



Feidhmeannacht na Seirbhíse Sláinte
Health Service Executive

Feidhmeannacht na Seirbhíse Sláinte
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An Bóthar Thuaidh
Fionnghlas
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Contract No.

Circular 011/15

2nd July 2015

Dear Doctor,

As you know, a new agreement has been introduced, which will allow for the provision of GP care free at the point of service to all children aged under 6 years. General Practitioners that have entered into the new Agreement for provision of service under The Health Act, 2014, will be in a position, from 1st July 2015, to provide and be reimbursed for this type of care. The purpose of this circular is to provide clarity on some aspects of the implementation of the Agreement.

CAPITATION

GP's will be reimbursed an enhanced capitation rate of €125 per child per annum. This rate includes the provision, by the GP, of two periodic assessments at age 2 and 5. These need not be done at the exact age but anytime within their second (month 24 to 35 inclusive) or fifth year (month 60 to 71 inclusive) as appropriate. Subject to parental/guardian consent (obtained by the HSE), GP's will be required to return information relating to periodic checks. An information return is required when the patient is 2 years old and again at 5 years old. We are developing an online browser to allow GPs return data for children. When a GP inserts the child's number to confirm the completion of periodic assessment, and if the parent has consented for information to be shared with the HSE by the GP, the browser will allow a GP to insert a dataset as provided for in the agreement. If a parent has not consented for information to be shared, the GP will be advised at this point and no further data will be sought. We are updating a suite of reports available through the GP Online Suite and will provide a countdown facility starting 6 months before the child turns 3 or 6. Returns should only be made where the GP has been notified that the family has given consent. Returns can also be made manually, provided they incorporate the relevant data.

The enhanced capitation rate of €125 is superannuable. This enhanced fee includes the supplementary out of hours fee.

CARE OF ASTHMATIC PATIENTS

GP's will also be entitled to further enhanced capitation for each child under 6 diagnosed with asthma on their panel and registered by the GP as such. In the first instance, the GP must register the patient as an Asthmatic using the online browser. This will ensure the one-off registration fee (€50.00) will issue with the next payment. This registration fee is superannuable.

To complete this process you should select the 'Health Check' option under Panel Management on your GP Application Suite and the following page will display

The screenshot shows a web interface for 'Health Check'. At the top left, it says 'Health Check' with 'User ID: [redacted]' and 'Email address on your account is not unique ([Change email](#))'. On the top right is the logo for 'Feidhmeannacht na Seirbhíse Sláinte Health Service Executive'. Below this is a blue navigation bar with 'Welcome Help' on the left and 'Logout' on the right. The main content area is titled 'Patient Search' and contains a search form. The form has a section 'Find a patient on your panel:' with a 'Medical Card Number' input field (containing 'XXXXXXXXXX') and a 'Search' button. Below this is a 'Registrations:' section showing 'No Registrations Found'. The 'Patient Details:' section includes fields for 'Name' (JOHN WILLIAMS, DR), 'DOB' (01/01/1980), 'Patient Match' (checkbox), 'Registration Type' (dropdown menu set to 'Asthma'), and 'Registration Date' (22/06/2015). A 'Register Patient' button is located at the bottom left of the form.

Following registration GPs will receive the monthly element of the agreed fee (€90.00) in the first year and the monthly element of the agreed fee (€45.00) in the subsequent years up to the child's 6th birthday. The enhanced capitation for Asthma Cycle of Care is superannuable. For those patients registered in July the enhanced capitation will be backdated to 1st July 2015.

At year end the GP will be required to submit confirmation of the Asthma Check and if the parent has consented for information to be shared by the GP, the browser will allow the GP to provide the dataset as provided for in the agreement. However, as in the case of the assessment dataset, if a parent has not consented for information to be shared, the GP will be advised and no further data will be sought. Where the data is being provided an information return is required at least once every year until the child attains the age of 6. Data information returns should only be made where the GP has been notified that the family has given consent. Returns can also be made manually, provided they incorporate the relevant data.

PRACTICE SUPPORTS

Where the General Practitioner holds a GMS Contract and/or a GP Visit Card Contract, the number of persons on the General Practitioner's panel of Child Patients (under this Agreement) will be aggregated with the number of patients on his/her list for the purpose of calculating the amount of any subsidies or allowances to be paid to the Medical Practitioner.

SPECIAL SERVICES

There are a number of specific special services that a GP participating in the new arrangement can provide to children aged under 6. Payment for these services is based on completion of STC/SS/OOH claim forms by using the following codes:

Special Service Code	Description	Amount
X	Removal of lodged or impacted foreign bodies from the ear, nose, throat and skin	€24.80
H	Removal of adherent foreign bodies from the conjunctival surface of the eye	€24.80
Y	Suturing of cuts and lacerations (including application of tissue glue)	€37.21
A	Excisions/cryotherapy/diathermy of skin lesions	€24.80
Z	Draining of abscess	€24.80
K	Nebuliser treatment in the case of acute asthmatic attack	€37.21

Special Service Code	Description	Amount
D	Treatment and plugging of nasal and dental haemorrhages	€24.80
M	Attendance by General Practitioner at case conferences	€62.02

*Codes X, Y and Z above are new special service codes and can only be used when claiming for under 6's.

All other relevant payments, such as Contribution to Locum Expenses, Practice Support Subsidies, Out of Hours etc., will be paid in accordance with the rates payable under the General Medical Services (GMS) Capitation Contract.

We are also updating your Detailed Payment Listing to reflect payments relating to children aged under 6.

I appreciate your support and co-operation in this matter.

Yours sincerely,



Patrick Burke
Primary Care Reimbursement



Feidhmeannacht na Seirbhíse Sláinte
Health Service Executive

**Oifig an Stiúrthóra Náisiúnta Cúnta
– Conarthaí ,
Oifig Náisiúnta na gConarthaí,
An Stiúrthóireacht um Sheirbhísí
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1st July 2015

S0057-NCO-15

Dear Doctor,

Please find attached for your information copy of letter from the Department of Health in relation to the introduction of Flexible-Shared Contracts and the extension of the existing retirement age from 70 to 72 years for certain GP contracts.

If you have any queries on the contents of the attached letter please forward same to my office at Natcontractsoffice@hse.ie. or to your Primary Care Unit.

Yours sincerely,

Pat O' Dowd, Assistant National Director- Contracts,
Primary Care Division



30th June 2015

Mr. Tony O'Brien
Director General
Health Service Executive
Dr. Steeven's Hospital
Dublin 8

RE: Changes to the entry provisions to the General Medical Services (GMS) Scheme to accommodate flexible / shared contracts and to the retirement provisions for GPs under the GMS Scheme and/or the Maternity and Infant Care Scheme and/or the Primary Childhood Immunisation Programme.

Dear Mr. O'Brien

I am directed by Leo Varadkar T.D., Minister for Health to advise that he has approved certain changes as follows to:

- The entry provisions for General Practitioners (GPs) to the General Medical Services (GMS) Scheme to accommodate flexible/shared GMS contracts; and
- The retirement provisions for GPs who hold a contract or contracts under the GMS Scheme and/or the Maternity and Infant Care Scheme and/or the Primary Childhood Immunisation Programme.

1. Flexible / Shared GMS Contracts

- 1.1 Any medical practitioner who is eligible to hold a GMS contract is entitled to apply to become a party to a flexible/shared contract arrangement in accordance with the terms and conditions of such arrangements as outlined hereunder. Each such application will be considered on its merits and the HSE shall have due regard to the GP's specific circumstances. The HSE shall not unreasonably withhold its approval to an application from an eligible GP(s) to be party to a flexible/shared contractual arrangement. The HSE shall, however, be required to have regard to the exigencies of the service, the needs of the eligible population in the locality of the practice(s) which is/are the subject of such an application and the General Requirements underpinning such arrangements as set out hereunder.
- 1.2 The introduction of flexible/shared contract agreements must be done on a cost neutral basis and must not result in a diminution in the level or quality of the service available to the eligible population. Furthermore, it must not result in a reduction in the full-time equivalent (FTE) number of GMS contract holders in the locality. For the purpose of determining full-time equivalence, one FTE equates to 40 hours of routine contractual availability, as defined in paragraph 10 of the 1989 GMS Capitation contract.

- 1.3 The ratio of GMS contract holders (FTEs) in each flexible/shared contractual arrangement to eligible persons shall not exceed 1:2,000 save in exceptional circumstances, in accordance with the provisions of paragraph 7 of the GMS contract (Capitation), where the HSE decides to apply a higher limit. Contracting parties may enter into flexible/shared arrangements under the GMS contract, the GP visit card contract and the Under-6 contract. Where a contracting party has entered into a flexible/shared arrangement for one of these contracts, it must also enter into similar flexible/shared arrangements for any of the other contracts (GMS, GP visit card or Under-6 contract) which that contracting party's GPs hold or wish to hold. The ratio of 1:2,000 is being increased to 1:2,200 where a GP / contracting party holds GMS, GP visit card and Under-6 contracts.
 - 1.4 The introduction of flexible/shared contract agreements must be in accordance with the existing GMS contracts (i.e. medical card and GP visit card contracts) unless specified hereunder.
 - 1.5 Applicants for a flexible/shared GMS contract agreement must be eligible to hold a GMS contract in their own right. Eligibility to hold a GMS contract is prescribed in the Health (Provision of General Practitioner Services) Act, 2012 - hereafter referred to as a relevant medical practitioner.
 - 1.6 The contracting parties will be the HSE and the GP Flexible Arrangement Contracting Party (hereafter referred to as the Contracting Party), i.e. one GMS panel number will be issued by the HSE.
 - 1.7 The GMS patient panel will be held by the Contracting Party.
 - 1.8 The Contracting Party must consist of two GPs only.
 - 1.9 The contract must set out (i) the individual weekly time commitment of each GP involved in the agreement and (ii) specify the routine weekly hours of availability of the Contracting Party in accordance with the terms and conditions of the GMS contract(s) held by the Contracting Party and both are subject to the prior approval of the HSE.
2. Resignation/Retirement/Death of one Member of the Contracting Party
- 2.1 In circumstances where the Contracting Party ceases to exist, the following arrangements will apply:

The contract will be rendered void; however, for a transition period of three months, which can be extended for a further three months at the discretion of the HSE (e.g. not limited to but including exceptional circumstances in which notice cannot be given, e.g. death of GP), a temporary agreement will apply to allow the surviving / remaining member of the former Contracting Party to consider options going forward. The surviving / remaining member will be required to either (i) increase the hourly commitment such that the hours of routine availability for the GMS patient panel is commensurate with a full GMS contract commitment or (ii) engage a locum/deputy to restore the aggregated whole-time commitment of the former Contracting Party for the duration of the transition period. The panel of GMS patients will be frozen for the duration of the transition period.

During the transition period, the remaining member of the former Contracting Party shall be entitled to practice support subsidies and contributions towards locum expenses for approved periods of leave commensurate with the GMS panel size during this period.

At the end of the transition period the surviving / remaining member of the former Contracting Party may decide to:

- Inform the HSE that he/she wishes to retain the GMS contract for the existing panel of patients on a whole-time basis;
- Inform the HSE that he/she wishes to retain the GMS contract for the existing panel of patients by forming a new Contracting Party with a new relevant medical practitioner and, thereby, establishing the whole-time commitment of the new Contracting Party through aggregation of each of the participating relevant medical practitioner's hourly commitments;
- Inform the HSE that he/she wishes to retain the GMS contract for the existing panel of patients by engaging a relevant medical practitioner as an Assistant and, thereby, establishing the whole-time commitment of the new Contracting Party through aggregation of each of the participating relevant medical practitioner's hourly commitments;

and the HSE will issue the revised contract, subject to normal procedures, e.g. Garda clearance where not already obtained, etc.

- 2.2 In circumstances where the surviving member of the former Contracting Party does not wish to enter into a new GMS contractual arrangement to provide services to the existing panel of patients, the HSE shall either:
- Allow each patient on the panel choose an alternative GMS contractor in the locality; or
 - Advertise the panel by way of public open competition.

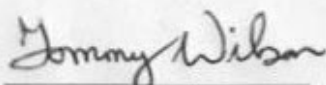
In the latter circumstance, the GMS panel shall be frozen with immediate effect and shall remain frozen for a period of three months following the appointment of a new contract holder.

- 2.3 In circumstances where the dissolution of the Contracting Party could have reasonably been foreseen by the Contracting Party, it shall give three months' notice to the HSE in advance of the date of dissolution of the Contracting Party or such shorter notice period as may be agreed with the HSE.
- 2.4 In circumstances where the Contracting Party dissolves but the two former members wish to remain practicing in the locality in which the Contracting Party's centre of practice is situated, the contract with the Contracting Party shall be void. However, the individual relevant medical practitioners may apply for a GMS contract in their own right pursuant to the provisions of the Health (Provision of General Practitioner Services) Act, 2012. Each patient on the panel will be allowed exercise their choice of doctor from among the list of GMS contractors in their locality. In such circumstances, the Contracting Party shall give three months' notice to the HSE in advance of the date of dissolution of the Contracting Party.

3. Nurse/Secretary/Manager Practice Supports
 - 3.1 Contribution towards Nurse/Secretary/Manager Practice Supports will be in accordance with the existing GMS agreement **but** will be based on the overall panel size of the Contracting Party.
4. Contribution towards Locum Costs for Approved Leave Periods
 - 4.1 Contribution towards locum expenses for approved leave will be based on the panel size of the Contracting Party. Contributions will be reimbursed for each episode of approved leave on a pro-rata basis, based on the relevant medical practitioner's hourly commitment under the Contracting Party arrangement.
 - 4.2 Any changes in hourly commitments on the part of a relevant medical practitioner shall require the prior approval of the HSE.
 - 4.3 For each episode of approved leave, the contribution towards locum expenses shall be based on the relevant medical practitioner's most frequently occurring weekly commitment in the preceding two calendar years or in the case of a relevant medical practitioner who has not been a member of the Contracting Party for that length of time it shall be based on the average weekly hourly commitment that he/she had signed up to when he/she joined the Contracting Party initially.
5. Duties and obligations under GMS Contract
 - 5.1 The Contracting Party shall be responsible for discharging all of the duties and obligations assigned to registered medical practitioners under the existing full-time GMS contract, including the provision of appropriate out-of-hours arrangements.
6. Treatment of Pension Scheme Deductions
 - 6.1 The HSE shall deduct pension contributions for the Contracting Party and remit to pension administrators. The pension administrators shall then be responsible for apportioning the bloc contribution among the two medical practitioner members of the Contracting Party on a pro-rata basis, based on the advice given by the two Contracting Party member GPs to the pension administrators.
7. **Retirement Provision**
 - 7.1 GPs, who hold a contract or contracts under the GMS Scheme and/or the Maternity and Infant Care Scheme and/or the Primary Childhood Immunisation Programme and who are currently compulsorily required to retire at 70 years of age, may from 1st July 2015 continue to hold their contract(s) until their 72nd birthday. GPs, who opt to continue providing services under any of the above contracts past their 70th birthday, may retire from the various schemes before their 72nd birthday, subject to the normal notice arrangements with the HSE. Similar retirement arrangements will also apply to new contract holders.
8. The implementation of the provisions outlined in this letter will be formally reviewed at the end of one year from date of implementation and thereafter as required.

9. The contents of this letter shall be considered as forming part of the agreement with registered medical practitioners for the provision of services under the General Medical Services Scheme (Medical Card and GP Visit Card) and shall come into effect on 1st July 2015. Similarly, these provisions shall come into effect on 1st July 2015 for the under-6 GP contract.

Yours sincerely



Tommy Wilson
Assistant Principal
Primary Care Division

- CC Mr. Pat O'Dowd, Assistant National Director, HSE National Contract's Office
Mr. Paddy Burke, Assistant National Director, HSE, PCRS
Ms. Susan Clyne, Chief Operations Officer, Irish Medical Organisation