



Feidhmeannacht na Seirbhíse Sláinte  
Health Service Executive

Feidhmeannacht na Seirbhíse Sláinte  
Seirbhís Aisióca Príomhchúraim  
Bealach amach 5 an M50  
An Bóthar Thuaidh  
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Circular No. 006/14

19<sup>th</sup> February 2014

**Re: GMS Contract and Out of Hours Services**

Dear Doctor,

I am writing to you regarding the provision of out of hours services. I enclose for your information a copy of the Out of Hours Clarification Document agreed between the HSE and the IMO and dated 26 July 2013.

The Clarification Document distinguishes between (a) the normal contracted surgery hours and (b) the normal routine surgery hours of your practice. Out of hours claims are not appropriate where a consultation takes place during normal contracted surgery hours or during normal routine surgery hours.

When you entered into your contract with the HSE, you agreed your normal contracted surgery hours with the Local Health Office. These hours are recorded on the claims database and referenced in order to validate claims. The purpose of this letter is now to record your normal routine surgery hours. This information is required to assist the HSE in processing your out of hours claims in accordance with your Contract and ensure payment to you is issued promptly.

Your co-operation is requested in accordance with Clause 28 of your contract, which provides that the HSE and GPs will co-operate in the operation of the contract and the GMS Scheme. Please complete the form attached and return in the enclosed prepaid envelope by close of business on Friday, 14<sup>th</sup> March, 2014.

Yours sincerely,

Patrick Burke  
Primary Care Reimbursement Service

**Please complete and return in prepaid envelope**

Dr. (Name)

Doctor Number:

**Normal/Routine Surgery Hours\***

Surgery Address	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

\*Note: Normal contracted surgery hours are already recorded by the HSE

Doctors Signature \_\_\_\_\_

Date \_\_\_\_\_

Doctors Stamp:

## CLARIFICATION DOCUMENT

The Irish Medical Organisation (IMO) and the Health Service Executive (HSE) referred certain matters relating to “out of hours” and “temporary residence/emergency treatments” to mediation. In the course of the mediation the parties agreed that the Mediator would be invited to issue a guidelines document which might be circulated by HSE to all contracted General Practitioners. The following are guidelines to be used by both General Practitioners and the HSE in determining the validity of any claim for out of hours.

1. The purpose of this document is to provide guidance on what constitutes an eligible “out of hours” service that will be reimbursed by the HSE as such. This document does not vary the terms of the GMS contracts (as amended or varied by Circular) and in the event of any conflict, between the contents of this document and the terms of the contracts (as amended or varied), the contract shall take precedence.
2. Nothing in this document shall alter or interfere with any obligation that a General Practitioner has in respect of his/her ethical obligations to the patient and/or his/her 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 and relevant Circulars.
4. Pursuant to the GMS contracts (as amended or varied) contracted General Practitioners are obliged to be available for 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. Out of hours claims may only be made in respect of appropriate out of hours treatment given by the General Practitioner outside of the hours 9.00am to 5.00pm Monday to Friday and during all hours on Saturdays, Sundays and Bank Holidays.
6. Out of hours claims may not be made in respect of consultations held during normal contracted surgery hours or consultations held during normal/routine surgery hours. Out of hours payments will only be made in circumstances where the patient consultation is unforeseen, non routine and necessarily carried out out of hours and cannot be safely deferred until GP services are routinely available.
7. Notwithstanding the fact that a GP may have suitable alternative out of hours arrangements an urgent and unforeseen consultation may be the subject of an out of hours claim if the service provided by that out of hours service is not readily available and/or the patient's complaint is such that she/he required immediate attention and it might be injurious to his/her health to wait to attend the out of ours service.
8. Out of hours claims will not be paid in any or all of the following circumstances:-
  - i. The consultation is not urgent and/or is not unforeseen.
  - ii. The consultation takes place during an overflow clinic.
  - iii. The consultation takes place during normal contracted surgery hours.
  - iv. The consultation takes place during normal/routine surgery hours.
  - v. The patient did not require urgent treatment directly by the GP concerned.
  - vi. No face to face out of hours consultation actually took place.
  - vii. The consultation is otherwise routine.
  - viii. The time of the consultation was not during the specified out of hours period.

9. The decision by a GP to accept or refuse a consultation in respect of any of the foregoing circumstances shall be taken by that GP having regard to, inter alia, the provisions of the GMS contracts (as varied) and his/her obligations under Medical Council guidelines.
10. The GP shall not be entitled to make a claim for out of hours in respect of consultations that are offered to a patient outside normal hours merely to facilitate the preference of the patient.
11. Special items of service should normally be provided during routine/normal surgery hours and provision of special items of service should not be scheduled for out of hours.
12. If, during the course of an appropriate out of hours consultation it is identified that a patient urgently requires a special item of service which cannot be deferred until the next scheduled surgery then the GP may claim a fee for that special item of service in addition to the out of hours fee provided always that the service is on the agreed list of services which may be reimbursed in respect of out of hours.
13. The following special services may be provided during the course of out of hours consultations:-
  - Excisions
  - Suturing of cuts and lacerations
  - Treatment and plugging of dental and nasal hemorrhages
  - Electrocardiography (ECG) tests and their interpretation
  - Removal of adherent foreign bodies from the conjunctival surface of the eye
  - Removal of lodged or impacted foreign bodies from the ear, nose and throat (not including syringing of the ear for wax)
  - Nebuliser treatment in the case of acute asthmatic attack
  - Bladder catheterization
  - Attendance by GP at HSE convened case conference
  - Vaccination, Hepatitis B

If the following services are provided out of hours a STC claim only can be made:-

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

#### **CLAIMING PROCEDURES**

14. It is the obligation of the doctor to ensure that all appropriate claim forms are completed accurately and fully. Out of hours claims may be only made by the “doctor of choice” of a GMS patient or by a partner of the “doctor of choice” who is also a GMS contract holder or by a GMS contract holder who has entered into a recognised rota arrangement with “the doctor of choice” where such arrangements have been approved by the HSE. Such arrangements may include out of hours cooperative rotas. The HSE recognises that such arrangements may give rise to above normal out of hours claims statistics for individual doctors. Any concerns in this area will be brought directly to the attention of the doctor.
15. This document deals only with out of hours arrangements and does not deal with emergency arrangements in the contracts which will be subject to a separate clarification document.
16. Payment of fees shall be made monthly. In the event of the HSE refusing to discharge any fee claimed then it shall within 30 days of the receipt of the claim advise the doctor that the fee is not to be paid and the reason for the refusal thereof. In the event of the HSE refusing to make any payment then the doctor may raise the matter directly with the HSE or may request the IMO to raise it on

his/her behalf. Efforts will be made, where matters are raised by the IMO, to resolve payment issues within a period of eight weeks. In the event of the matter not being resolved by discussions it may, subject to the agreement of both the HSE and the doctor be referred for binding arbitration to an agreed third party. Nothing in this document limits in any way any party's legal rights pursuant to the GMS contracts as amended or varied. Nothing in this clause alters the provisions in the GMS contracts in relation to payments on account.

17. The following are the documents which taken together constitute the GMS contracts as they relate to "out of hours" but is not an exhaustive list of all contractual documentation:

(a) Agreement for the Provisions of Services under Section 58 of the Health Act 1970 as completed by each contracted General Practitioner.

(b) Circular letter entitled "GMS Doctors Contract/Out of Hours Work" dated 6<sup>th</sup> August 1997.

(c) Circular entitled "February 1998 Agreement and Out of Hours Arrangements and Payments" dated September 1998.

(d) Document entitled "Out of Hours Claims by General Practitioners under the GMS Scheme" dated 8<sup>th</sup> October 1999.

(e) Agreement for provision of services under Section 58 of the Health Act 1970 as substituted for by the Health (Amendment) Act 2005 as completed by each contracted General Practitioner (GP Visit Cards).

18. For the avoidance of doubt this document does not form part of the contractual documents between General Practitioners and the HSE for the provisions of services pursuant to Section 58 of the Health Act 1970 (as amended). This document has no legal effect, however it is agreed by the HSE and the IMO that it might be used by the parties to the contracts as guidelines on the appropriateness of claims and payments for out of hours.