

**CONTRACT**

**FOR THE PROVISION OF A**

**TERMINATION OF PREGNANCY SERVICE**

**PURSUANT TO**

**THE HEALTH**

**(REGULATION OF TERMINATION OF PREGNANCY)**

**ACT 2018**

## Table of Contents

1. DEFINITIONS AND INTERPRETATIONS .....	5
2. RELATIONSHIP BETWEEN THE PARTIES .....	8
3. SCOPE OF SERVICES .....	9
4. PRINCIPAL OBLIGATIONS ON THE HSE .....	9
5. PRINCIPAL OBLIGATIONS ON THE REGISTERED MEDICAL PRACTITIONER .....	10
6. CONTRACT COMMENCEMENT .....	12
7. PERSONS FOR WHOM SERVICES WILL BE PROVIDED.....	12
8. PERSONS WHO MAY PROVIDE THE SERVICES .....	12
9. AVAILABILITY .....	13
10. TRAINING .....	13
11. RECORDS .....	13
12. AUDIT AND INSPECTIONS .....	14
13. FEES .....	15
14. CONTRACT SUSPENSION, SANCTION AND TERMINATION PROCEDURE.....	16
15. VARIATION.....	16
16. PRACTICE PREMISES .....	17
17. DATA PROTECTION .....	17
18. FREEDOM OF INFORMATION .....	17
19. NOTIFICATIONS .....	18
20. WARRANTIES, INDEMNITIES, AND LIMITATIONS ON LIABILITY .....	19
21. INSURANCE AND INDEMNITY .....	20
22. COSTS .....	21
23. REMEDIES CUMULATIVE .....	21
24. FORCE MAJEURE .....	21
25. ENTIRE CONTRACT .....	22
26. SURVIVAL OF TERMS.....	22
27. SEVERABILITY .....	23
28. FURTHER ASSURANCES.....	23
29. FORBEARANCE AND WAIVER GENERALLY .....	23
30. GOVERNING LAW.....	23
31. DISPUTES AND JURISDICTION .....	23
SCHEDULE 1.....	24
1. THE SERVICES .....	24
2. ATTENDANCE AT PRACTICE PREMISES.....	26
3. PRESCRIBING .....	26

4. ADMINISTRATION AND SUPPLY .....	27
SCHEDULE 2.....	28
1. FEES AND ALLOWANCES PAYABLE TO REGISTERED MEDICAL PRACTITIONERS.....	28
SCHEDULE 3.....	29
1. COMPLAINTS PROCEDURE .....	29
2. SUSPENSION OF CONTRACT.....	32
3. AUTOMATIC TERMINATION.....	32
4. TERMINATION BY REGISTERED MEDICAL PRACTITIONER ON NOTICE .....	32
5. TERMINATION BY HSE FOR DEFAULT.....	32
SCHEDULE 4.....	34
1. DISPUTE RESOLUTION GENERALLY .....	34
2. SCOPE OF SCHEDULE 4 .....	34
3. DISPUTE RESOLUTION PROCEDURE .....	34

## CONTRACTOR DETAILS AND ACCEPTANCE FORM

I..... (hereafter called the “**Registered Medical Practitioner**”) having practice premises as set out below and being a medical practitioner entered in the Register of Medical Practitioners maintained by the Irish Medical Council in that name, practising in the State, hereby agree to deliver the Services in accordance with the terms and conditions set out in this Contract to Eligible Patients.

1.	Registered Medical Practitioner's Full Name <i>(as it appears on the Irish Medical Council Register)</i>							
2.	Irish Medical Council Number	□	□	□	□	□	□	
3.	Medical Council Register- <i>(Please specify which Register)</i>							
4.	Practice Premises Address							
5.	Practice Eircode							
6.	Correspondence Address							
7.	GMS Panel Number <i>(where applicable)</i>	□	□	□	□	□	□	
8.	Telephone Number							
9.	Fax Number							
10.	Email Address							
11.	Normal/ Routine Surgery Hours <i>(please insert hours)</i>		Mon	Tue	Wed	Thurs	Fri	Sat
		Am						
		Pm						

The Registered Medical Practitioner agrees to notify the HSE of any changes or proposed changes in respect of any information provided in this **Contractor Details and Acceptance Form** in accordance with the Notice provisions at **Clause 19** of the Contract.

By signing below, the Parties hereby agree to the above and to the terms of the Contract.

<p><b>Signed by the Registered Medical Practitioner:</b></p> <p>_____</p> <p><b>Printed Name:</b></p> <p>_____</p> <p><b>Date:</b></p> <p>_____</p>	<p><b>Signed by an Authorised Representative of the HSE:</b></p> <p>_____</p> <p><b>Printed Name &amp; Title:</b></p> <p>_____</p> <p><b>Date:</b></p> <p>_____</p>
---	---

The HSE intends to compile a list of names and contact details of Registered Medical Practitioners who enter into a Contract to provide the Services for patient information and service accessibility purposes. If you would not like to be included on this list please tick the box.

**This Contract is made between:**

- (1) The Health Service Executive (“**HSE**”); and
- (2) The Registered Medical Practitioner whose name appears on the Contractor Details and Acceptance Form to this Contract (“**the Contractor**”).

**RECITALS**

- A. The HSE is a statutory body created by the Health Act, 2004 to manage and deliver, or arrange to be delivered on its behalf, health and personal social services. Its object is to use the resources available to it in the most beneficial, effective and efficient manner to improve, promote and protect the health and welfare of the public. The HSE has the power, subject to its available resources and to any directions from the Minister for Health, to enter into arrangements for the provision of health or personal social services on its behalf.
- B. The Health (Regulation of Termination of Pregnancy) Act 2018 provides the legislative basis allowing for the termination of pregnancy under certain circumstances.
- C. The HSE and the Registered Medical Practitioner wish to enter into a contract under which the Registered Medical Practitioner and/or Qualified Persons and/or Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner will provide termination of pregnancy services (the “**Services**” as more specifically detailed herein) in accordance with the provisions of this Contract.

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Contract, the following terms will have the following meanings unless the context otherwise provides:

“**Act**” means the Health (Regulation of Termination of Pregnancy) Act 2018, and any Statutory Instruments made thereunder.

“**Act of 2007**” means the Medical Practitioners Act 2007 (as amended).

“**Authorised Representative(s)**” means the person(s) nominated by a Party duly and properly authorised to represent such Party for the purposes of signing the Contractor Details and Acceptance Form and/or applying the terms and conditions of this Contract.

“**Claims**” means claims for payment of the Fees submitted by the Registered Medical Practitioner for the provision of Services under the terms and conditions of this Contract.

“**Community Health Organisation**” or “**CHO**” means one of nine organisational units for the operational delivery of Community Healthcare Services in Ireland.

“**Community Healthcare Services**” means the broad range of services that are provided outside of the acute hospital system and includes primary care, social care, mental health, and health & wellbeing services. These services are delivered through the HSE and its funded agencies to people in local communities, as close as possible to people’s homes.

**“Contract”** means the terms and conditions of this document, including the Schedules and the Contractor Details and Acceptance Form hereto.

**“Contractor Details and Acceptance Form”** means the form following the Contract cover page, which must be completed by the Registered Medical Practitioner as a condition precedent to entering this Contract to provide the Services and which is signed by both the Registered Medical Practitioner and the HSE (or an Authorised Representative thereof) wherein each Party accepts the terms of this Contract.

**“Director General”** means the Director General of the HSE and, save as followed by the words ‘in person’ includes any employee of the HSE to whom, from time to time, a function of the Director General has been delegated or sub-delegated in accordance with Section 16H of the Health Act 2004, as inserted by Section 7 of the Health Service Executive (Governance) Act 2013.

**“Eligible Patient”** means a Woman who is eligible under Section 62A of the Health Act 1970 (as inserted by section 26 of the Act) to avail of the Services.

**“Fees”** means the fees payable to the Registered Medical Practitioner for the provision of the Services in accordance with **Clause 13**.

**“Good Professional Practice”** is to be construed in accordance with the Irish Medical Council’s Guide to Professional Conduct and Ethics for Registered Medical Practitioners, as may be amended from time to time and clinical guidelines issued from time to time by the Irish College of General Practitioners.

**“GP Practice Management System”** means the IT software system in use in the Contractor’s practice.

**“HSE Information & Counselling Helpline”** means the Helpline provided by the HSE as outlined in the Model of Care.

**“Indemnity”** means a policy of medical indemnity insurance or other indemnity arrangement against losses arising from claims in respect of civil liability arising from the provision of the Services.

**“Medical Practitioner”** has the meaning ascribed to it under the Act.

**“Medical Termination of Pregnancy (has not exceeded nine (9) weeks of pregnancy) Care Pathway”** means the Medical Termination of Pregnancy (has not exceeded nine (9) weeks of pregnancy) Care Pathway outlined in the Model of Care.

**“Minister”** means the Minister for Health.

**“Model of Care”** means the Model of Care and the Medical Termination of Pregnancy (has not exceeded nine (9) weeks of pregnancy) Care Pathway as published by the HSE and as may be amended from time to time in accordance with the requirements of Good Professional Practice.

**“Practice Premises”** means the premises at which the Services will be provided under the Contract, as specified by the Registered Medical Practitioner in the Contractor Details and Acceptance Form or as thereafter notified by the Registered Medical Practitioner to the HSE and agreed by the HSE.

**“Parties”** means the HSE and the Registered Medical Practitioner, and **“Party”** means either one of them.

**“Patient Information Leaflet”** means any patient information leaflet included in a pack with the medication prescribed, administered and supplied to appropriate Eligible Patients by the Registered Medical Practitioner in the provision of the Service.

**“Qualified Person”** means a Medical Practitioner:

- (a) who is employed or contracted by the Registered Medical Practitioner to provide the Services in the Practice Premises in accordance with the terms of this Contract;
- (b) whose Irish Medical Council registration is not under suspension pursuant to Section 60 or 71(e) of the Act of 2007;
- (c) who has not had conditions attached to his registration by the Irish Medical Council pursuant to Section 71(c) of the Act of 2007 (including restrictions on the practice of medicine that may be engaged in by the practitioner);
- (d) who does not hold any contract with the HSE that is under suspension or has been terminated by the HSE for cause;
- (e) who has not had a Contract for the Provision of the Termination of Pregnancy Service terminated by the HSE in accordance with **Schedule 3**; and
- (f) who the Registered Medical Practitioner (acting reasonably) is satisfied is suitable, competent and qualified to provide the Services in accordance with the terms of this Contract.

**“Registered Medical Practitioner”** means a Medical Practitioner:

- (g) listed on the Contractor Details and Acceptance Form;
- (h) whose Irish Medical Council registration is not under suspension pursuant to Section 60 or 71(e) of the Act of 2007;
- (i) who has not had conditions attached to his registration by the Irish Medical Council pursuant to Section 71(c) of the Act of 2007 (including restrictions on the practice of medicine that may be engaged in by the practitioner);
- (j) who does not hold any contract with the HSE that is under suspension or has been terminated by the HSE for cause;
- (k) who has not had a Contract for the Provision of the Termination of Pregnancy Service terminated by the HSE in accordance with **Schedule 3**.

**“Records”** means the records created and/or maintained by the Registered Medical Practitioner or a Qualified Person, whether in paper or electronic form, as further described in **Clause 11** herein.

**“Representative Bodies”** means bodies that may be recognised by the HSE as being a representative body for Registered Medical Practitioners.

**“Scope of Services”** means the scope of the Services to be provided under this Contract as further described in the Scope of Services schedule appended hereto at **Schedule 1**.

**“Services”** means the termination of pregnancy services set out in Section 12 of the Act as further described in the Scope of Services appended hereto at **Schedule 1**.

**“Staff”** means persons, who may provide support to the Registered Medical Practitioner and/or a Qualified Person in the provision of the Services in accordance with this Contract. Staff may include, without limitation, practice nurses and practice secretaries.

**“Woman”** has the same meaning as ascribed to it in the Act.

**“Working Days”** means any day other than a Saturday, Sunday or bank or public holiday in Ireland.

- 1.2 Save as otherwise provided herein, references to clauses and schedules are to those contained in this Contract. The schedules form an integral part of this Contract and reference to this Contract includes reference thereto. Headings are inserted for convenience only and do not affect the construction of this Contract.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 Unless the context requires otherwise words importing the masculine gender will include the feminine gender and vice versa.
- 1.5 Reference to the words “include” or “including” are to be construed without limitation to the generality of the preceding words.
- 1.6 References to any statute, enactment, order, regulation or other similar instrument, including the Act, will be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, modification, order, regulation or instrument. References to any statute, enactment, order, regulation or other similar instrument will include reference to any regulations made thereunder.
- 1.7 Any performance and compliance obligations imposed on the Parties include the obligation to meet such obligations at their own cost.
- 1.8 Any obligation on the Parties to keep records, data or information includes the obligation to keep them up to date and accessible.

## **2. RELATIONSHIP BETWEEN THE PARTIES**

- 2.1 This Contract is a contract for the provision of services. The Registered Medical Practitioner is an independent provider of services and is not an employee, partner, or agent of the HSE.
- 2.2 Neither Party to this Contract will be the authorised agent of the other Party or have the right or authority, either express or implied, to create or incur any liability against or on behalf of any other Party, other than those obligations and liabilities set out hereunder. In particular, the Registered



Medical Practitioner will not hold himself out, nor permit any person to hold himself out, as being authorised to bind or pledge the credit of the HSE in any way and will not do any act that might reasonably create the impression that he is so authorised.

- 2.3 Nothing in this Contract and no action taken by the Parties under this Contract will constitute a partnership, association, joint venture or other cooperative entity between the Parties.
- 2.4 The HSE does not by entering into this Contract, and will not as a result of anything done by the Registered Medical Practitioner in connection with the performance of this Contract, incur any contractual liability to any other person.
- 2.5 The Registered Medical Practitioner does not by entering into this Contract, and will not as a result of anything done by the HSE in connection with the performance of this Contract, incur any contractual liability to any other person.
- 2.6 This Contract does not create any right enforceable by any person not a Party to it.
- 2.7 In complying with this Contract, in exercising its rights under this Contract, and in performing its obligations under this Contract, the Registered Medical Practitioner must act reasonably and in good faith at all times.
- 2.8 In complying with this Contract, in exercising its rights under the Contract, and in performing its obligations under this Contract, the HSE must act reasonably and in good faith as a responsible public body required to discharge its functions under the Health Act 2004 (as amended) at all times.

### **3. SCOPE OF SERVICES**

The scope of the Services to be provided under this Contract is as set out in Section 12 of the Act and as further described in the Scope of Services schedule appended hereto at **Schedule 1**.

### **4. PRINCIPAL OBLIGATIONS ON THE HSE**

- 4.1 The HSE will procure or provide to the Registered Medical Practitioner the necessary medicinal products for use in the provision of the Services under this Contract and not for any other purpose.
- 4.2 The HSE will provide the Registered Medical Practitioner with relevant literature in relation to the Services.
- 4.3 The HSE will facilitate training of the Registered Medical Practitioner involved in the provision of the Services. The cost of certain HSE approved training courses provided by the Irish College of General Practitioners (ICGP) for the purposes of the Service will be borne by the HSE. Such courses shall be free of charge for Registered Medical Practitioners.
- 4.4 The HSE will compile a list of names and contact details (as provided by the Registered Medical Practitioner on the Contractor Details and Acceptance Form or as otherwise notified to and agreed by the HSE) of those Registered Medical Practitioners who have entered into a Contract with the HSE to

provide the Services. A list of Registered Medical Practitioners who so consent will be published and publicly communicated on websites designated by the HSE from time to time and via a telephone number designated by the HSE from time to time where members of the public can call to request information relating to the Services.

## 5. PRINCIPAL OBLIGATIONS ON THE REGISTERED MEDICAL PRACTITIONER

5.1 In consideration of being appointed and being paid the Fees and subject to **Clause 8**, the Registered Medical Practitioner will provide and/or arrange for one or more Qualified Persons or Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner to provide the Services to Eligible Patients at the Practice Premises in accordance with the terms and conditions of this Contract.

5.2 Without prejudice to the generality of the foregoing, the Registered Medical Practitioner agrees to:

- (a) provide and/or arrange for one or more Qualified Persons or Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner to provide the Services to Eligible Patients in accordance with:
  - (i) the Act;
  - (ii) the terms of this Contract;
  - (iii) the Model of Care, as may be amended from time to time;
  - (iv) the Scope of Services (as appended hereto as **Schedule 1**);and
  - (v) Good Professional Practice.
- (b) comply (and ensure that all Qualified Persons, Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner, and Staff comply) with all applicable laws, statutes, and regulations from time to time in force, including without limitation all relevant laws and regulations relating to the provision of the Services such as relevant health and safety legislation and data protection legislation as may be amended from time to time;
- (c) act (and ensure that any Qualified Persons, Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner, and Staff act) in a competent and efficient manner and in the best interests of Eligible Patients;
- (d) exercise (and ensure that any Qualified Persons, Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner, and Staff exercise) due diligence and to comply (and ensure that any-Qualified Persons, Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner, and Staff comply) fully with applicable professional standards and legislation;
- (e) notify the HSE promptly and in writing in accordance with **Clause 19** of any of the following:
  - (i) in relation to a regulatory body in or outside of Ireland;

- a. the imposition of any conditions on any registration or license held by the Registered Medical Practitioner or a Qualified Person;
  - b. the imposition of any sanctions imposed on any registration or licence held by the Registered Medical Practitioner or a Qualified Person;
  - c. the suspension, withdrawal or removal of any registration or license held by the Registered Medical Practitioner or a Qualified Person.
- (ii) the conviction of a criminal nature, whether imposed in or outside of Ireland in respect of the Registered Medical Practitioner or any Qualified Person;
  - (iii) the Registered Medical Practitioner, any Qualified Person, or Staff's failure to obtain or loss of any of the Requisite Insurances and/or Indemnity cover;
  - (iv) any claims or legal correspondence of which the Registered Medical Practitioner, any Qualified Person, any Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner, or a member of Staff receives notice and relate to the performance of the Services by the Registered Medical Practitioner, a Qualified Person, a Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner, or Staff;
- (f) provide all personnel, equipment, facilities, materials, services and other resources necessary or appropriate for the safe, full and proper performance of the Services, except as provided in **Clause 4.1**.
  - (g) ensure that he and each Qualified Person maintains his skills and competency for provision of the Services and be familiar with all relevant clinical updates;
  - (h) ensure that he and each Qualified Person and each Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner remains registered with the Irish Medical Council at all times when providing the Services;
  - (i) provide the HSE with evidence that he and each Qualified Person and each Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner is registered with the Irish Medical Council and all Requisite Insurances and indemnity are in place within fourteen (14) Working Days of a request being made by the HSE; and
  - (j) ensure that each Qualified Person, Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner, and Staff are made aware of and comply with all relevant provisions of this Contract.

5.3 The Registered Medical Practitioner shall fully comply (and ensure that each Qualified Person and Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner fully complies) with his obligations under Section 20 of the Act to provide Notifications to the Minister. This shall be in a standard template format.

5.4 The Registered Medical Practitioner agrees that the medicinal products or other items provided by the HSE for use in the provision of the Services under this Contract are not to be used for any purpose other than as set out in this Contract.

- 5.5 The Registered Medical Practitioner will notify the HSE of any developments that, in his opinion, may have an adverse effect on his ability to meet his obligations under this Contract.
- 5.6 The Registered Medical Practitioner will submit a minimum data return to the HSE on an annual basis in respect of the Services provided under this Contract. The annual data return will be anonymised and submitted to the HSE in an electronic format. The annual data return is solely for the purpose of evaluating the service and to inform future health policy in this area.
- 5.7 The Registered Medical Practitioner will at all times be in a position to demonstrate that his and any Qualified Persons' English language competency meets the minimum language requirements as determined by the Irish Medical Council or the HSE.

## **6. CONTRACT COMMENCEMENT**

- 6.1 This Contract will come into force on the date on which both (a) all Parties have signed the Contractor Details and Acceptance Form and (b) relevant sections of the Act have come in to operation pursuant to commencement order(s) under section 1 of the Act.
- 6.2 This Contract may be suspended or terminated for the reasons set out and in accordance with **Schedule 3** hereto.

## **7. PERSONS FOR WHOM SERVICES WILL BE PROVIDED**

- 7.1 The Services may only be provided to Eligible Patients.

## **8. PERSONS WHO MAY PROVIDE THE SERVICES**

- 8.1 The Services may only be provided by the Registered Medical Practitioner, a Qualified Person, or a Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner. In providing the Services, the Registered Medical Practitioner, a Qualified Person, or a Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner may be supported by the practice nurse.
- 8.2 The Registered Medical Practitioner will ensure that any Staff supporting the Registered Medical Practitioner, a Qualified Person, or a Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner in the provision of the Services have the requisite knowledge, competence and training to fulfil such role.
- 8.3 The Registered Medical Practitioner will retain full responsibility for both (a) ensuring that the terms of this Contract are strictly adhered to and (b) the proper care of all Eligible Patients in respect of the Services, irrespective of whether the Services are provided personally by the Registered Medical Practitioner, by a Qualified Person, or by a Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner.
- 8.4 The Contract will be binding upon successors and assigns of the HSE and the name of the HSE appearing in the Contract will be deemed to include the names of its successors and assigns.
- 8.5 The HSE reserves the right to and will at all times be entitled to contract with other individuals and/or companies to provide the Services in accordance with the Act.

## 9. AVAILABILITY

- 9.1 At a minimum, the Registered Medical Practitioner will be routinely available (or ensure that a Qualified Person or a Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner is routinely available) at the Practice Premises to provide the Services during the Normal/Routine Surgery Hours listed by him on the Contractor Details and Acceptance Form.
- 9.2 The Registered Medical Practitioner will provide prior notification to the HSE of any changes to Normal/Routine Surgery Hours in accordance with **Clause 19**.

## 10. TRAINING

- 10.1 The Registered Medical Practitioner must ensure that there are arrangements in place for the purpose of maintaining and updating his and any Qualified Persons' skills and knowledge in relation to the Services and for any Staff who are employed or engaged to support the Registered Medical Practitioner in the provision of the Services.

## 11. RECORDS

- 11.1 The Registered Medical Practitioner will create and maintain (and ensure that each Qualified Person or Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner creates and maintains) comprehensive Records of all matters relating to the Services, and will ensure that such Records are dated, legible, and demonstrate a full, accurate and contemporaneous record in respect of the Services requested and provided to Eligible Patients.
- 11.2 Without prejudice to the generality of **Clause 11.1**, the Records maintained by the Registered Medical Practitioner must include:
- (a) the information required to be held pursuant to the Act;
  - (b) the name, address and date of birth of the Eligible Patient;
  - (c) details in respect of each consultation with an Eligible Patient and the Services requested and provided to the Eligible Patient;
  - (d) details of any referrals made by the Registered Medical Practitioner, a Qualified Person, or a Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner of any Eligible Patient to another Medical Practitioner to provide a termination of pregnancy service in accordance with the Act;
  - (e) details of any amendments to the Records;
  - (f) an audit trail of all Records held on the GP Practice Management System (to include full history of all documents created);
  - (g) such supporting documentation as the HSE requires to demonstrate that any and all Fees claimed by the Registered Medical Practitioner are reasonable and accurate both in kind and amount; and

(h) Original copies of any documentation relating to Claims for Fees submitted by the Registered Medical Practitioner to the HSE in respect of the Services.

11.3 The Registered Medical Practitioner will comply with best practice and with all laws and regulations governing information security and record retention and will ensure that controls are in place to preserve the confidentiality, security, availability and integrity of information recorded.

## 12. AUDIT AND INSPECTIONS

12.1 The Registered Medical Practitioner agrees to, on the request of the HSE, supply copies of Records to the HSE within fourteen (14) Working Days of receipt of such a request. All requested Records will be supplied in accordance with relevant data protection requirements.

12.2 The HSE will be entitled to carry out inspections of the Records for the purposes of the Contract:

12.2.1 where the HSE has concerns in relation to the manner in which the Registered Medical Practitioner has discharged or is discharging his obligations under this Contract;

12.2.2 where the HSE determines that an inspection is necessary to verify the accuracy and reasonableness of Claims submitted by the Registered Medical Practitioner;

12.2.3 otherwise in relation to or for the purposes of or in connection with the Contract and/or the HSE's statutory functions;

12.2.4 Such inspections will ordinarily be by prior arrangement with the Registered Medical Practitioner. However, the HSE may enter the Practice Premises for an inspection of the Records without prior arrangement if the HSE, in its sole discretion, deems such to be necessary.

12.3 The Registered Medical Practitioner will facilitate any inspection of the Records as may be required by the HSE or its Authorised Representatives, including facilitating interviews with the Registered Medical Practitioner, Qualified Persons, Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner, and/or Staff.

12.4 The HSE will, subject to data protection legislation, be entitled to make copies (including electronic copies) of any Records during the course of an inspection and the Registered Medical Practitioner will facilitate the taking of such copies.

12.5 Once the Registered Medical Practitioner is notified or otherwise becomes aware of an inspection pursuant to this **Clause 12**, the Registered Medical Practitioner will ensure that no Records or other information relating to his performance under or compliance with this Contract are removed from the Practice Premises or otherwise made unavailable to the HSE without the prior consent of the HSE.

12.6 In the event that an inspection conducted under this **Clause 12** reveals that the Registered Medical Practitioner, a Qualified Person, or a Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner is failing to provide the Services, or part thereof, in accordance with the terms and conditions of this Contract, or where the HSE is unable to verify the accuracy and reasonableness of Claims submitted by the Registered Medical Practitioner for payment of the Fees, the HSE will be entitled to exercise any relevant rights or remedies available to it under this Contract, including the right to invoke the disciplinary process pursuant to **Schedule 3**.

- 12.7 If the Registered Medical Practitioner considers it necessary, he will be entitled to the benefit of legal representation during the course of any inspections undertaken pursuant to this **Clause 12**. The cost of any such representation will be borne by the Registered Medical Practitioner.
- 12.8 The HSE reserves the right to notify the Irish Medical Council of any matters which may be of relevance to the Irish Medical Council and of which the HSE becomes aware during the course of an inspection. The HSE will inform the Registered Medical Practitioner of any such notification as appropriate.
- 12.9 The provisions of this **Clause 12** will survive the termination of this Contract for whatever reason.

### **13. FEES**

- 13.1 The Registered Medical Practitioner will submit Claims to the HSE in an electronic format at the intervals prescribed by the HSE (as will be notified to the Registered Medical Practitioner by the HSE from time to time).
- 13.2 The HSE will, in consideration of the Services provided by or on behalf of the Registered Medical Practitioner and on foot of Claims made by the Registered Medical Practitioner in accordance with **Clause 13.1**, pay or arrange payment of the Fees to the Registered Medical Practitioner. The Fees are as set out in the Public Service Pay and Pensions Act 2017 (Payments in Respect of Certain Services under Section 62A of the Health Act 1970) Regulations 2018. However, the Minister for Health may, with the consent of the Minister for Public Expenditure and Reform, by regulation, set or vary the amount or the rate of payment to be made to Registered Medical Practitioners in respect of the provision of the Services, as provided for in Section 42 of the Public Service Pay and Pensions Act 2017.
- 13.3 The Registered Medical Practitioner will not demand or accept any payment or consideration whatsoever other than the Fees determined in accordance with this **Clause 13** in reward or payment for the Services provided by him under this Contract, or in respect of any expenses incurred by him in making the Services available. The Registered Medical Practitioner will ensure that any Qualified Persons, Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner, and Staff comply with the provisions of this **Clause 13**.
- 13.4 Any breach of **Clause 13.3** by the Registered Medical Practitioner, Staff, or by anyone acting on behalf of the Registered Medical Practitioner (whether with or without the knowledge of the Registered Medical Practitioner) will be treated as a serious breach of the Contract and may be subject to the sanctions set out in **Schedule 3**.
- 13.5 Payments of Fees will be made by the HSE's Primary Care Reimbursement Service in the month following receipt of Claims from the Registered Medical Practitioner.
- 13.6 Payment of Fees by the HSE will be without prejudice to any claims or rights which the HSE may have against the Registered Medical Practitioner and will not constitute any admission by the HSE as to the validity of the Claims or the performance by the Registered Medical Practitioner of his obligations hereunder.
- 13.7 Where an amount of claim is in dispute, full payment will be made on account pending the outcome of the dispute resolution procedure, where invoked, except in the case of clear mistake, inaccurate or incomplete details submitted in support of the Claim, or misrepresentation on the part of the

Registered Medical Practitioner. Payments on account shall not be made where the disputed claim(s) is comprehended by **sub-clause 2.1.4 and/or 2.1.5 of Schedule 4** to this Contract.

- 13.8 Where the outcome of the disputes resolution process is that the disputed Claims are payable, the Registered Medical Practitioner shall be entitled to submit such Claims and receive payments from the HSE for same in accordance with the Fees. Where the outcome is that disputed Claims are not payable, payments on account will cease with immediate effect and the value of all payments on account paid in respect of such Claims shall be recouped from the Registered Medical Practitioner by the HSE.
- 13.9 Payments of Fees will be made in euro by electronic transfer to the bank account identified by the Registered Medical Practitioner on the pay mandate form (or otherwise notified by the Registered Medical Practitioner in writing and in accordance with the Notification provisions at **Clause 19**).
- 13.10 The Registered Medical Practitioner will provide a tax clearance certificate to the HSE in the prescribed format. Payment of Fees will be subject to the Registered Medical Practitioner holding and maintaining an up-to-date Tax Clearance Certificate.
- 13.11 Professional services withholding tax will be deducted at the standard rate from any payments made by the HSE unless proof of exemption is provided by the Registered Medical Practitioner.

#### **14. CONTRACT SUSPENSION, SANCTION AND TERMINATION PROCEDURE**

- 14.1 Without prejudice to all other rights of the HSE under the Contract, in the event of a breach by the Registered Medical Practitioner of any term or provision of the Contract, the HSE may have recourse against the Registered Medical Practitioner as described and provided for under the provisions of **Schedule 3** to this Contract.
- 14.2 For the avoidance of doubt, the HSE will, in its discretion, be entitled to exercise its rights pursuant to **Schedule 3** to this Contract, notwithstanding the fact that the Dispute Resolution Procedure has been initiated in accordance with **Schedule 4**.

#### **15. VARIATION**

- 15.1 The HSE may vary the Contract (other than in respect of the Fees which are subject to variation as set out in **Clause 13.2** herein) where:
- 15.1.1 The HSE is reasonably satisfied that it is necessary to vary the Contract so as to meet its obligations under the Act or other legislation or regulations, or any direction given by the Minister; and
- 15.1.2 The HSE notifies the Registered Medical Practitioner in writing of the proposed variation (including the wording in respect thereof in relation to the Contract) and the date upon which that variation is to take effect.
- 15.2 Where reasonably practicable, the date that the proposed variation will take effect will be not less than thirty (30) Working Days after the date on which notice in accordance with **sub-clause 15.1.2** is served on the Registered Medical Practitioner.



15.3 If the Registered Medical Practitioner wishes to terminate the Contract following notice of any variation, the Registered Medical Practitioner will be entitled to do so in accordance with **Clause 4 of Schedule 3** and will be permitted to serve out the required three months' notice on the pre-existing terms and conditions of the Contract (save in exceptional circumstances where the HSE requires immediate implementation of the variation where it is essential in order to protect health and safety).

## **16. PRACTICE PREMISES**

16.1 The Registered Medical Practitioner shall ensure that the Practice Premises and facilities are fit for purpose, suitable for the delivery of the Services and sufficient to meet the needs of Eligible Patients.

16.2 Without prejudice to the generality of the foregoing, the Registered Medical Practitioner shall ensure as a minimum that the Practice Premises meet the following requirements:

16.2.1 The Practice Premises shall have a waiting room with a reasonable standard of comfort and hygiene, sufficient in size to accommodate the normal demands of his practice with adequate seating accommodation;

16.2.2 The Practice Premises shall have a surgery sufficient in size for the requirements of normal general practice, with facilities including adequate lighting, hot and cold running water, adequate hand washing facilities, an examination couch and other essential needs of a practice, including adequate toilet facilities for patients;

16.2.3 A high standard of cleanliness shall at all times be maintained throughout the Practice Premises.

16.3 The Registered Medical Practitioner shall not change the location of his Practice Premises or open additional centres of practice for the purpose of providing the Services under this Contract without the prior approval of the HSE.

## **17. DATA PROTECTION**

17.1 The Registered Medical Practitioner and the HSE shall comply with their respective obligations under applicable data protection law (including but not limited to the EU General Data Protection Regulation (EU Regulation 679/2016) and the Irish Data Protection Acts 1988 to 2018 and all regulations made thereunder), in the collection, storage and other processing of personal data pursuant to the Contract.

## **18. FREEDOM OF INFORMATION**

18.1 The Registered Medical Practitioner acknowledges that the HSE is subject to the provisions of the Freedom of Information Act 2014 (as amended) and that the HSE may be obliged to disclose information regardless of any representations made by the Registered Medical Practitioner. However, where a request is made for information furnished by, or which concerns, the Registered Medical Practitioner and this Contract, the HSE will consult the Registered Medical Practitioner in accordance with the provisions and requirements of the Freedom of Information Act 2014 before responding to such a request.

## 19. NOTIFICATIONS

- 19.1 Any notice, notification or other communication given or made by the Registered Medical Practitioner under or in relation to this Contract will be in writing and signed by or on behalf of the Registered Medical Practitioner and will be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post or by sending it via email to the HSE at address notified to the Registered Medical Practitioner (which may be amended and notified to the Registered Medical Practitioner from time to time) or by sending it via email to the HSE.
- 19.2 Any notice, notification or other communication given or made by the HSE under or in relation to this Contract will be in writing and will be served by delivering it personally to the Practice Premises, sending it by pre-paid recorded delivery or registered post, or by sending it via email to the Registered Medical Practitioner. All communications will be made to the Registered Medical Practitioner using the contact details provided on the Contractor's Contractor Details and Acceptance Form, as may be updated by the Registered Medical Practitioner and agreed by the HSE from time to time.
- 19.3 In addition to any requirements of notification set out above or elsewhere in this Contract or the Schedules, the Registered Medical Practitioner will notify the HSE, as soon as is reasonably practicable, of:
- 19.3.1 anything that in the reasonable opinion of the Registered Medical Practitioner prevents or is likely to prevent the Registered Medical Practitioner's performance of his obligations under the Contract;
  - 19.3.2 any changes to his business or practice which the Registered Medical Practitioner reasonably believes would materially affect the provision of the Services;
  - 19.3.3 any proposed changes to the details supplied by the Registered Medical Practitioner and included in this Contract, including but not limited to the Registered Medical Practitioner's Practice Premises address, contact details, Normal/Routine Surgery Hours, provided on the Contractor Details and Acceptance Form. Further:
    - (a) where the Registered Medical Practitioner proposes changes to the location of the Practice Premises, such proposed changes will not take effect unless the Practice Premises is deemed to be suitable by the HSE as per the terms and conditions of this Contract;
    - (b) where the HSE does not consent to a proposed change in the location of the Practice Premises as provided on the Contractor Details and Acceptance Form, the HSE will provide a statement to the Registered Medical Practitioner in writing of the reason(s) that consent is being withheld.
  - 19.3.4 Following receipt of a notice in accordance with this **Clause 19**, the HSE may request such further information as appears to it to be reasonable and the Registered Medical Practitioner must supply such information within fourteen (14) Working Days.
  - 19.3.5 Failure by the Registered Medical Practitioner to obtain the HSE's prior approval before implementing changes specified in **Clause 19.3.3** may cause the HSE to invoke the disciplinary process pursuant to **Schedule 3**.

19.4 The notifications and approvals effected in accordance with this **Clause 19** will form part of the Contract.

## **20. WARRANTIES, INDEMNITIES, AND LIMITATIONS ON LIABILITY**

20.1 The Registered Medical Practitioner warrants that:

20.1.1 All information provided to the HSE in seeking to become a Party to this Contract was, when given, true and accurate in all material respects;

20.1.2 No information has been omitted which would make the information that was provided by the Registered Medical Practitioner to the HSE materially misleading or inaccurate;

20.1.3 No circumstances have arisen which materially affect the truth and accuracy of such information;

20.1.4 The Registered Medical Practitioner is not aware of anything within the Registered Medical Practitioner's reasonable control which may or will materially adversely affect his ability to fulfil his obligations under this Contract.

20.2 The Registered Medical Practitioner further warrants and undertakes to the HSE and it will be a condition of this Contract that:

20.2.1 He and every Qualified Person, every Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner, and every member of Staff has the appropriate and necessary qualifications, licenses, competence, capacity, expertise, consents and authority as may be necessary to carry out the Services and is compliant with professional registration requirements, as appropriate;

20.2.2 The Services will at all times be provided in a manner consistent with the provisions of this Contract;

20.2.3 The Registered Medical Practitioner (and each Qualified Person, Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner, and member of Staff) has or is covered by the Requisite Insurances and Indemnity cover;

20.2.4 All aspects of the provision of the Services will comply with all necessary safety precautions and safety legislation relevant to the provision of the Services.

20.3 The Registered Medical Practitioner agrees to defend and hereby indemnifies the HSE from and against any loss, liability, claim or damage related to or arising out of a claim against the HSE arising directly or indirectly as a result of any breach by the Registered Medical Practitioner (or any Qualified Person, Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner, or member of his Staff) of any of the provisions of this Contract provided that the Registered Medical Practitioner (or his nominee) will conduct all negotiations in relation to any such claim or action and the HSE will not enter into any negotiations or settle or compromise such claim or action without the written consent of the Registered Medical Practitioner, but will provide all reasonable assistance to the Registered Medical Practitioner in relation to such claim or action.

20.4 The HSE will indemnify the Registered Medical Practitioner in respect of any damages or costs arising from any claim or action by a third party and which arises directly from (a) any negligent act or default or omission of the HSE, its officers and employees pursuant to this Contract; or (b) any breach of this Contract by the HSE, provided that the HSE will conduct all negotiations in relation to any such claim or action and the Registered Medical Practitioner will not enter into any negotiations or settle or compromise such claim or action without the written consent of the HSE, but will provide all reasonable assistance to the HSE in relation to such claim or action.

For the avoidance of doubt, the HSE will not be required to indemnify the Registered Medical Practitioner for any loss, damage, or injury arising from any acts, omissions or defaults (including negligent acts, omissions or defaults) or any breach of contract or duty (or statutory duty) of any other person whatsoever (including any third parties engaged by the HSE for purposes of delivering the Services (if any)).

20.5 In no event will either Party be liable to the other Party in any manner, under any theory of liability, whether in contract, tort (including negligence), breach of warranty or other theory, for any indirect, consequential, incidental, exemplary, punitive, statutory, or special damages, including without limitation, lost profits and loss of data, regardless of whether such Party was advised of or aware of the possibility of such damages.

20.6 The limitations on liability set forth in this Contract will not exclude or limit either Party's liability in fraud or for the death or personal injury arising from its negligence or for any other damage to the extent the same may not be excluded or limited as a matter of law.

## **21. INSURANCE AND INDEMNITY**

21.1 The HSE is relying upon the judgment and expertise of the Registered Medical Practitioner and the Qualified Persons, Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner, and the Staff in providing the Services and accordingly, the Registered Medical Practitioner shall maintain in force at all times insurance policies or indemnity arrangements (including membership of a medical defence or protection organisation where there is provision for medical indemnity insurance or other indemnity arrangement for clinical negligence claims against the member) in respect of all customary liabilities and risks undertaken by the Registered Medical Practitioner, Qualified Persons, Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner, and Staff in connection with the provision of the Services or as may reasonably be required by the HSE or by law (including professional indemnity insurance or other indemnity arrangement, employer's liability insurance and public liability insurance). The arrangements must be adequate to cover the Registered Medical Practitioner's liabilities under the Contract.

21.2 The Registered Medical Practitioner undertakes to ensure that all Qualified Persons, Medical Practitioners acting in a locum capacity on behalf of the Registered Medical Practitioner, and Staff (where applicable) are covered by equivalent professional indemnity insurance/cover. For the avoidance of doubt, this does not impose an obligation on the Registered Medical Practitioner to procure directly or fund the cost of professional indemnity insurance/cover for his employees, agents or representatives employed for the purpose of providing the Services and it is acknowledged that the relevant employee, agent or representatives may be required by the Registered Medical Practitioner to procure such professional indemnity/insurance/cover and fund the cost thereof.

- 21.3 The Registered Medical Practitioner shall not knowingly do or permit or suffer to be done any act or thing whereby the insurances or indemnity arrangements (as set out in **sub-clause 21.1**) required by this **Clause 21** may lapse or become in whole or in part void or voidable.
- 21.4 The Registered Medical Practitioner shall comply with all terms and conditions of his insurance policies or indemnity arrangements (as set out in **sub-clause 21.1**) at all times. If cover under the said policies/arrangements shall lapse or not be renewed or changed in any material way the Registered Medical Practitioner shall notify the HSE without delay.

## 22. COSTS

- 22.1 Each Party to this Contract will pay its own costs of and incidental to the consultation and execution of this Contract.

## 23. REMEDIES CUMULATIVE

- 23.1 The provisions of this Contract, and the rights and remedies of the Parties under this Contract, are cumulative and are without prejudice and in addition to any rights or remedies a Party may have at law or in equity. No exercise by a Party of any one right or remedy under this Contract, or at law or in equity, will (save to the extent, if any, provided expressly in this Contract, or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.

## 24. FORCE MAJEURE

- 24.1 For the purposes of this **Clause 24**, the expression "Force Majeure" will mean fire, flood, pandemic or any disaster affecting or delaying the performance by a Party of its obligations. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of either Party to the Contract seeking to rely on it, or of that Party's agents or employees.
- 24.2 Neither Party to the Contract will in any circumstances be liable to the other for any loss of any kind whatsoever directly or indirectly caused or incurred by the other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each Party will use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 24.3 If either the HSE or the Registered Medical Practitioner becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it will forthwith notify the other by the most expeditious method then available and will inform the other of the period which it is estimated that such failure or delay will continue.
- 24.4 Where the Force Majeure event is continuing for a period of at least one (1) month, the other Party will have the right to terminate this Contract upon seven (7) Working Days' notice.
- 24.5 It is expressly agreed that any failure by the Registered Medical Practitioner to perform, or any delay by the Registered Medical Practitioner in performing his obligations under this Contract, which results from any failure or delay in the performance of his obligations by any person, firm or company with which the Registered Medical Practitioner has a contract, supply arrangement or otherwise will be regarded as a

failure or delay due to Force Majeure only in the event that such person, firm or company will itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or otherwise as a result of circumstances of Force Majeure.

24.6 For the avoidance of doubt, it is hereby expressly declared that the only events which will afford relief from liability for failure or delay will be events falling within the definition of Force Majeure set out in this **Clause 24**.

## **25. ENTIRE CONTRACT**

25.1 The Contract contains the entire agreement between the Parties and contains all the terms which the Parties have agreed with respect to its subject matter.

25.2 Neither Party has relied on any other written or oral agreement, representation, arrangement or understanding.

25.3 The Registered Medical Practitioner acknowledges that he has not been induced to enter into the Contract by a statement or promise which the Contract does not contain. The HSE is not liable in equity, agreement or tort or in any other way for a representation that is not set out in the Contract.

25.4 Nothing in this **Clause 25** will have the effect of limiting or restricting any liability of a Party arising as a result of fraud.

## **26. SURVIVAL OF TERMS**

26.1 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract will remain in full force and effect, including but not limited to:

- (a) Clause 1 (Definitions & Interpretations) insofar as such are relevant to interpreting other surviving terms;
- (b) Clause 12 (Audit & Inspections);
- (c) Clause 14 (Contract Suspension, Sanction & Termination Procedure);
- (d) Clause 17 (Data Protection);
- (e) Clause 18 (Freedom of Information);
- (f) Clause 20.3, 20.4, 20.5 and 20.6 (Indemnities & Limitations on Liability);
- (g) Clause 21 (Insurance & Indemnity);
- (h) Clause 26 (Survival of Terms);
- (i) Clause 30 (Governing Law);
- (j) Clause 31 (Disputes & Jurisdiction);

- (k) Schedule 2 (Fees and Allowances Payable to Registered Medical Practitioners);
- (l) Schedule 3 (Contract Suspension, Sanction and Termination Procedure);
- (m) Schedule 4 (Dispute Resolution Procedure).

## **27. SEVERABILITY**

All the terms and provisions of this Contract are distinct and severable, and if any term, provision, clause, or sub-clause is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it will to that extent be deemed not to form part of this Contract, and the enforceability, legality and validity of the remainder of this Contract will not be affected.

## **28. FURTHER ASSURANCES**

Each Party to this Contract will from time to time execute such further assurances and do such things and afford to the other Party such assistance as may reasonably be required for the purpose of giving full effect to the terms of this Contract.

## **29. FORBEARANCE AND WAIVER GENERALLY**

The rights of either Party to this Contract will not be prejudiced or restricted by any indulgence or forbearance extended to the other Party, and no waiver by a Party in respect of any breach will operate as a waiver in respect of any subsequent breach. No failure or delay by a Party in exercising any right or remedy will operate as a waiver thereof, nor will any single or partial exercise or waiver of any right or remedy prejudice its further exercise or the exercise of any other right or remedy.

## **30. GOVERNING LAW**

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will in all respects be governed by and construed in accordance with Irish law.

## **31. DISPUTES AND JURISDICTION**

31.1 The Parties agree to endeavour to resolve any dispute or claim arising out of or in connection with the Contract or its subject matter or formation in accordance with the Dispute Resolution Procedures set out in **Schedule 4** hereto.

31.2 Without prejudice to the foregoing, each Party hereby irrevocably submits to the nonexclusive jurisdiction of the Irish courts in relation to any disputes which may arise out of or in connection with this Contract or its performance or enforcement.

## SCHEDULE 1 SCOPE OF SERVICES

### 1. THE SERVICES

- 1.1 For the purposes of this **Schedule 1**, “twelve (12) weeks of pregnancy” shall have the meaning ascribed to it in the Act and the term “nine (9) weeks of pregnancy” shall be construed in accordance with the medical principle that pregnancy is generally dated from the first day of a woman’s last menstrual period.
- 1.2 Any reference in this **Schedule 1** to the Registered Medical Practitioner may be construed as referring to the Registered Medical Practitioner, a Qualified Person, or a Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner as the context may require or permit.
- 1.3 The Services, shall be in accordance with the Model of Care and shall include:
- 1.3.1 a first consultation with each Eligible Patient wherein a Registered Medical Practitioner will carry out a urine pregnancy test, administer a medically appropriate examination, carry out blood tests (as prescribed in the Model of Care) and record a medically necessary clinical history.
- (a) If the Registered Medical Practitioner’s reasonable opinion is that the Eligible Patient’s pregnancy has not exceeded twelve (12) weeks of pregnancy, the Registered Medical Practitioner must:
- (i) certify that the Eligible Patient’s pregnancy has not exceeded twelve (12) weeks of pregnancy in accordance with the provisions of the Act; and
  - (ii) provide the Eligible Patient verbal and written information, as provided by the HSE, on termination options (including the associated risks and possible complications that may arise) and details of the HSE’s Information & Counselling Helpline;
  - (iii) refer for ultrasound if clinically indicated.
  - (iv) offer to provide advice on contraception and where appropriate sexual health (including, where appropriate, sexually transmitted infection risk assessment).
- (b) If the Registered Medical Practitioner’s reasonable opinion is that the Eligible Patient’s pregnancy has exceeded nine (9) weeks of pregnancy but has not exceeded twelve (12) weeks of pregnancy (or where it is clinically appropriate), the Registered Medical Practitioner should;
- (i) Certify the pregnancy in accordance with the provisions of the Act; and
  - (ii) Provide the Eligible Patient verbal and written information, as provided by the HSE, on termination options (including the associated risks and possible



complications that may arise), details of the HSE's Information & Counselling Helpline;

- (iii) Offer to provide advice on contraception and where appropriate sexual health (including, where appropriate, sexually transmitted infection risk assessment); and
- (iv) Refer the Eligible Patient to a Maternity Hospital or a Maternity Unit in an acute hospital that provides a termination of pregnancy service.

1.3.2 a second consultation with an Eligible Patient if the Registered Medical Practitioner's reasonable opinion is that the Eligible Patient's pregnancy has not exceeded nine (9) weeks of pregnancy. The Registered Medical Practitioner will be required to re-certify that the Eligible Patient's pregnancy has not exceeded twelve (12) weeks of pregnancy where another Medical Practitioner provided the first consultation.

- (a) The second consultation will occur after a period of at least three days has elapsed since a Medical Practitioner certified the Eligible Patient has not exceeded twelve (12) weeks of pregnancy, and the Eligible Patient has confirmed her intention to proceed with the termination of the pregnancy.
- (b) At the second consultation and in respect of Eligible Patients whose pregnancy has not exceeded nine (9) weeks of pregnancy:
  - (i) the Eligible Patient (or the Eligible Patient's parent/guardian, as applicable with due regard to the relevant provisions of the HSE's National Consent Policy) will be required to provide informed consent to the Registered Medical Practitioner and sign a consent form;
  - (ii) once proper consents have been obtained, the first stage of the medication will be administered to the Eligible Patient under the supervision of the Registered Medical Practitioner and in line with the Act, Model of Care and Scope of Services;
  - (iii) the Registered Medical Practitioner will supply the second stage of medication to the Eligible Patient, together with instructions regarding how and when to take the medication;
  - (iv) the Registered Medical Practitioner will advise the Eligible Patient and provide the Patient Information Leaflet (P.I.L) containing written information on, inter alia, what to expect following the taking of the medication and possible complications;
  - (v) the Registered Medical Practitioner will provide a prescription for pain relief, as appropriate;
  - (vi) the Registered Medical Practitioner will offer to provide the Eligible Patient advice on contraception and sexual health, including the issuing of a prescription for contraception, as appropriate;

- (vii) the Registered Medical Practitioner will provide the Eligible Patient with a low sensitivity pregnancy test kit with instructions for use by the Eligible Patient;
- (viii) the Registered Medical Practitioner will refer Eligible Patient for anti-D, with the Eligible Patient's consent, where there is a rhesus negative blood group as prescribed in the Model of Care; and
- (ix) the Registered Medical Practitioner will offer a third consultation to the Eligible Patient during which the Registered Medical Practitioner will:
  - establish that the pregnancy has been terminated;
  - carry out a low sensitivity urine pregnancy test where required;
  - provide termination of pregnancy aftercare during this consultation;
  - refer to acute hospital service as medically appropriate for complications or for on-going pregnancy, where indicated;
  - offer to provide further advice on contraception and sexual health including the issuing of a prescription for contraception, where appropriate;
  - arrange onward referral to other services such as counselling, as required;
  - provide copy of the Eligible Patient's medical record to her primary medical practitioner, if the Eligible Patient so consents; and
  - Where Eligible Patient does not attend for the third consultation contact Eligible Patient to confirm the low sensitivity pregnancy test has been taken and that Eligible Patient is no longer pregnant.

## 2. ATTENDANCE AT PRACTICE PREMISES

- 2.1 Save in circumstances where it is medically more appropriate for the Eligible Patient to be referred elsewhere for the Services the Registered Medical Practitioner should take reasonable steps to ensure that any Eligible Patient who has not previously made an appointment and attends at the Practice Premises during Normal/Routine Surgery Hours for the Services is offered an appointment to attend again within a time which is appropriate and reasonable having regard to all the circumstances, and the Eligible Patient's health would not thereby be jeopardised. If such an appointment is not available the Eligible Patient should be advised to contact the HSE's Information & Counselling Helpline.

## 3. PRESCRIBING

- 3.1 The Registered Medical Practitioner must comply with any guidance or guidelines issued by the HSE and/or Department of Health and clinical guidelines issued by the relevant professional and training bodies such as the Irish College of General practitioners and/ or the Institute of Obstetricians and Gynaecologists as to the medicinal products or other items which may or may not be ordered for patients in the provision of the Services under this Contract.
- 3.2 Subject to **Clause 3.1** the Registered Medical Practitioner will administer, supply and prescribe such medicinal products within the scope of the Services as he considers necessary for any patient for whom he is obliged to provide the Services.
- 3.3 The Registered Medical Practitioner must have due regard to patient safety and public health in administering, supplying and prescribing to Eligible Patients.

- 3.4 The HSE will make available to the Registered Medical Practitioner stock order forms for the purpose of ordering medicinal products or other items to provide the Services to Eligible Patients. The Registered Medical Practitioner must complete each stock order form in accordance with the required terms and procedures.

The Registered Medical Practitioner must comply with all legal requirements in this regard.

#### **4. ADMINISTRATION AND SUPPLY**

- 4.1 The Registered Medical Practitioner will administer/supply to any Eligible Patient any medicinal product or other items considered medically necessary by the Registered Medical Practitioner to provide the Services.
- 4.2 The Registered Medical Practitioner will obtain medicinal products or other items for this purpose by completing and submitting a stock order form made available by the HSE to a community pharmacy that has a Community Pharmacy Contractor Agreement with the HSE.
- 4.3 The Registered Medical Practitioner will account for such items and their issue to Eligible Patients on the basis of guidance issued by the HSE.
- 4.4 Where the Registered Medical Practitioner is aware or suspects that an Eligible Patient has suffered an adverse drug reaction, the incident must be reported to the Health Products Regulatory Authority (“HPRA”) and a copy of the report recorded and inserted in the Eligible Patient’s health file. The report must be completed according to instructions as may be issued by the HPRA and/or the HSE from time to time in accordance with applicable pharmacovigilance and adverse event reporting requirements and/or protocols and/or procedures.

## SCHEDULE 2

### 1. FEES AND ALLOWANCES PAYABLE TO REGISTERED MEDICAL PRACTITIONERS

Fees as determined by the Public Service Pay and Pensions Act 2017 (payments in respect of certain services under section 62a of the Health Act 1970) Regulations 2018.

<b>Services rendered by a service provider to or on behalf of the Health Service Executive under section 62A of the Act of 1970 for the purpose of Termination of Pregnancy in accordance with the Act of 2018.</b>		
<b>Reference Number</b> <b>(1)</b>	<b>Description</b> <b>(2)</b>	<b>Amount</b> <b>(3)</b>
1.	Patient's first visit for purpose of termination in accordance with the Act of 2018	€150
2.	Termination of pregnancy in accordance with the Act of 2018 which is carried out by service provider, including aftercare	€300
3.	Aftercare visit with service provider where termination of pregnancy in accordance with the Act of 2018 is not carried out by service provider but is carried out in a hospital	€100

**SCHEDULE 3**  
**CONTRACT SUSPENSION, SANCTION AND TERMINATION PROCEDURE**

**1. COMPLAINTS PROCEDURE**

- 1.1 The rules of natural justice and fair procedure will apply to this Contract. It is a fundamental and underlying principle of the procedure set out hereunder that any Registered Medical Practitioner who is the subject of a complaint/investigation will have the right to be heard and to set out his own defence. A Registered Medical Practitioner will be entitled to be legally represented or to be represented by his Representative Body. For the avoidance of doubt, this does not impose an obligation on the HSE to either procure or fund legal representation on behalf of any Registered Medical Practitioner.
- 1.2 For the purposes of this Schedule 3 reference to “the HSE” shall mean the HSE acting through the Chief Officer of the relevant Community Health Organisation (“**CHO**”) or such other person as the HSE may designate from time to time.
- 1.3 Where the HSE has reason to believe that the Registered Medical Practitioner has failed to comply with any of the terms of the Contract , it will notify the Registered Medical Practitioner in writing of the reasons for such belief by registered post and inform the Registered Medical Practitioner that it will consider any representations in regard to the matter which may be received by it from the Registered Medical Practitioner, or on behalf of the Registered Medical Practitioner, within one (1) month of the issue of the notification, or such longer period as determined by the HSE on foot of a request from or on behalf of the Registered Medical Practitioner.
- 1.4 The HSE will not consider a complaint relating to an individual living Eligible Patient except where:
- 1.4.1 it is made by the patient, by a member of her family, or by another person with the written consent of the patient and is in writing and signed by the person making it; and
- 1.4.2 it is made within six (6) weeks of the event or alleged event, or within such longer period as the Chief Officer of the relevant CHO may determine.
- 1.5 The HSE may, if it is satisfied after consideration of any representations which the Registered Medical Practitioner (or someone on his behalf) has made in regard to the matter and following the conduct of an investigation into the matter, form a view that:
- 1.5.1 There is no basis for proceeding with the complaint; or
- 1.5.2 The Registered Medical Practitioner has not complied with the terms of the Contract and if he so thinks fit, either –
- (a) issue a verbal or written warning to the Registered Medical Practitioner or otherwise communicate appropriately with him; or
- (b) Request the National Director, Community Operations to establish a committee pursuant to **Clause 1.7** of this **Schedule 3** for the purpose of examining a complaint or alleged failure to comply with the terms of this Contract.

- 1.6 A Registered Medical Practitioner in respect of whom the HSE has issued a verbal or written warning pursuant to **sub-clause 1.5** of this **Schedule 3** may appeal the decision of the HSE to the National Director, Community Operations to review the matter and issue a final determination.
- 1.7 The committee established by the National Director, Community Operations to examine a complaint or alleged failure to comply with the terms of this Contract will consist of:
- 1.7.1 One person who will be legally qualified (being chairman of the Committee) who will be nominated by the Minister; and
  - 1.7.2 Two persons selected by the National Director, Community Operations in person; and
  - 1.7.3 Two persons nominated by the Registered Medical Practitioner which may include nominations from the Registered Medical Practitioner's Representative Body.
- 1.8 A committee established in accordance with **Clause 1.7** of this **Schedule 3**, will act in accordance with the following rules:
- 1.8.1 Subject to the provisions of **sub-clause 1.8.2** of this **Schedule 3**, the committee may act notwithstanding any vacancy among its members.
  - 1.8.2 The committee may not act unless the Chairman and at least one of the persons selected by the National Director, Community Operations in person and one of the persons nominated by the Registered Medical Practitioner are present.
  - 1.8.3 The chairman of the committee will convene the first meeting of the committee not less than ten (10) Working Days after the committee is established.
- 1.9 During the conduct of the committee's proceedings, the chairman will have discretion as to the conduct of the proceedings and in particular will:
- 1.9.1 Decide the order of appearance of persons appearing before the committee;
  - 1.9.2 Permit both the Registered Medical Practitioner concerned and the National Director, Community Operations to appear in person or to be represented and/or assisted by other person(s), which may include legal representation or representation by the Registered Medical Practitioner's Representative Body;
  - 1.9.3 Hear any relevant person(s) who is/are not a party to the proceedings; and
  - 1.9.4 Grant the Registered Medical Practitioner the right to be represented and have prior sight of all allegations and any evidence against the Registered Medical Practitioner and the right to adduce evidence and call witnesses on the Registered Medical Practitioner's own behalf.
- 1.10 Any questions arising before the committee will be decided by the majority of the members of the committee who are present and vote and, in case of an equality of votes on any question, the chairman will have a second or casting vote.

- 1.11 The committee will make its recommendations in writing to the National Director, Community Operations who will notify in writing (within seven (7) Working Days) the Registered Medical Practitioner concerned of the recommendations.
- 1.12 A committee will complete its examination of a complaint with all practicable speed. It will ordinarily conclude its deliberations and issue its recommendations within six (6) months of the date of its inaugural meeting unless, in the opinion of the Chairman, exceptional circumstances exist that warrant extending the period of examination. A decision to extend the period of examination is made by the Chairman following consultation with at least one member of the committee nominated by the National Director, Community Operations and one member of the committee nominated by the Registered Medical Practitioner.
- 1.13 Where a committee upholds a complaint, it may:
- 1.13.1 Recommend to the HSE that the Registered Medical Practitioner should be admonished; and/or
  - 1.13.2 Recommend to the HSE that the Registered Medical Practitioner should undergo specific periods of educational training and/or supervised practice, the cost of which will be borne by the Registered Medical Practitioner; and/or
  - 1.13.3 Recommend to the HSE that a deduction of a specified sum of money should be made from Fees due to the Registered Medical Practitioner under this Contract; and/or
  - 1.13.4 Recommend termination of the Contract between the HSE and the Registered Medical Practitioner.
- 1.14 Where the committee recommends the termination of the Contract, the National Director, Community Operations will notify in writing (within seven (7) Working Days of receipt of the Committee's recommendation) the Registered Medical Practitioner concerned that the Contract will be terminated on behalf of the HSE after the expiration of a period of fifteen (15) Working Days. The National Director, Community Operations may where appropriate notify in writing the Registrar of the Irish Medical Council of the recommendation of the Committee and will on request from the Registrar supply such particulars as may be necessary for the Council to consider the matter.
- 1.15 The Registered Medical Practitioner in relation to whom a recommendation has been made under **Clause 1.14** of this **Schedule 3** may request the Director General to issue a direction to the National Director, Community Operations in person in relation to that recommendation as detailed in **Clauses 1.17** of this **Schedule 3**.
- 1.16 A request under **Clause 1.15** of this **Schedule 3** will be submitted in writing to the Director General either by the Registered Medical Practitioner concerned or on his behalf and shall specify the grounds on which the Registered Medical Practitioner requests the Director General to issue a direction in person to the National Director Community Operations. The Director General shall notify the National Director, Community Operations in person of the receipt of such request.
- 1.17 Where a request is made to the Director General under **Clause 1.15** of this **Schedule 3**, the Director General may consult with two members of the HSE's Management Team (not being the National Director Community Operations) and one of whom being a Medical Practitioner. The Director General in person may give to the National Director, Community Operations a direction (being a direction to

comply with the recommendation of the committee) or such other direction (being a direction to reduce the severity of sanction or overturn the recommendation of the Committee) as the Director General considers appropriate. The National Director, Community Operations shall comply with any such direction.

## **2. SUSPENSION OF CONTRACT**

Where the National Director Community Operations, following consultation with two members of the HSE's Leadership Team other than the Director General and one of whom being a Medical Practitioner, is satisfied that the care of patient(s) is placed in jeopardy, he may, in accordance with this **Clause 2**, suspend the operation of a Registered Medical Practitioner's Contract pending investigation of a complaint under the preceding paragraphs. In such circumstances, the Committee referred to in **Clause 1.7** to this **Schedule 3** will in all cases meet to consider the matter on a date not later than three (3) weeks from the date of the suspension.

## **3. AUTOMATIC TERMINATION**

For the avoidance of doubt, the Contract will terminate in the case of the Registered Medical Practitioner reaching the age of seventy two (72) Years.

## **4. TERMINATION BY REGISTERED MEDICAL PRACTITIONER ON NOTICE**

The Registered Medical Practitioner may terminate this Contract on giving three months' notice in writing of his intention to terminate (or such shorter period as may be accepted by the HSE).

## **5. TERMINATION BY HSE FOR DEFAULT**

5.1 The National Director, Community Operations will be entitled to terminate this Contract without consequential liability to the Registered Medical Practitioner with immediate effect if he is satisfied that it is appropriate to do so if:

- 5.1.1 It has been established on foot of a determination by a competent Medical Practitioner nominated by the HSE, following consultation with the Registered Medical Practitioner, that the Registered Medical Practitioner is suffering from permanent infirmity of mind or body that impedes the Registered Medical Practitioner's ability to carry out the Services. Where a dispute exists as to the findings of the medical examiner or where a conflicting medical opinion is provided to the HSE by a competent medical examiner on behalf of the Registered Medical Practitioner, the HSE will refer the Registered Medical Practitioner to an independent medical examiner and will take the findings of this medical examiner into consideration in arriving at its final conclusion.
- 5.1.2 The Registered Medical Practitioner is removed from the register maintained by the Irish Medical Council or from the register of an equivalent authority in any jurisdiction.
- 5.1.3 The Registered Medical Practitioner has had conditions attached to his registration by the Irish Medical Council pursuant to Section 71(c) of the Act of 2007 (including restrictions on the practice of medicine that may be engaged in by the practitioner).
- 5.1.4 The Registered Medical Practitioner has had his registration suspended pursuant to Section 60 or 71(e) the Act of 2007 or otherwise;



- 5.1.5 The Registered Medical Practitioner has been found guilty by a court of law or has pled guilty to committing any fraudulent act or any indictable offence or gross negligence.
- 5.1.6 The Registered Medical Practitioner takes up full-time employment with the HSE or within the wider public sector, and the HSE, following a review of the circumstances, decides in its sole discretion that a conflict of interest situation exists.
- 5.2 A Registered Medical Practitioner in respect of whom a decision has been made by the National Director, Community Operations in accordance with **Clause 5.1** of this **Schedule 3** will be entitled to request a referral of this decision to a committee. The composition of the committee will be as outlined in **Clause 1.7** of this **Schedule 3**. Where applicable, the rules governing the committee are as outlined in **Clauses 1.8, 1.9** and **1.10** of this **Schedule 3**.
- 5.3 The Committee will give full consideration to the matter and issue a final written determination to the Parties.

**SCHEDULE 4  
DISPUTE RESOLUTION PROCEDURE**

**1. DISPUTE RESOLUTION GENERALLY**

- 1.1** Disputes relating to routine or minor administrative matters should be capable of being resolved without recourse to a formal Dispute Resolution Procedure.
- 1.2** The Parties to this Contract will use their best endeavours to communicate and cooperate with each other with a view to resolving in good faith any matters in dispute arising between them concerning the operation of this Contract or provision of the Services.

**2. SCOPE OF SCHEDULE 4**

- 2.1** The procedure set out in this **Schedule 4** (in particular under Section 3 hereunder) will apply to the operation of this Contract as it impacts on the rights and obligations of the Parties thereto only and will not apply to:
- 2.1.1 Any matter the subject of an investigation under and in accordance with **Schedule 3**.
- 2.1.2 Any matter in respect of which any part of this process has already been invoked or in respect of which judicial proceedings are being pursued by either Party.
- 2.1.3 Any matter in respect of which a mediation process, third party arbitration or judicial proceedings are being pursued by either Party.
- 2.1.4 Any matter that gives rise to a dispute in respect of which:
- (a) the Parties have previously been involved in a mediation process where an agreed outcome was reached; or
  - (b) either Party has had the matter in dispute determined through a third party arbitration or similar dispute resolution processes, or through judicial proceedings
- 2.1.5 Any matter in respect of which this process was not invoked within three years of the matter in dispute arising.

**3. DISPUTE RESOLUTION PROCEDURE**

**3.1 Informal Discussions.**

Every effort will be made by the Parties to resolve the matter in dispute through an informal process to obviate the need for the formal dispute resolution procedure described hereunder.

**3.2 Senior Manager Review.**

Where informal attempts have not resolved the matter in dispute, details should be submitted in writing by the Registered Medical Practitioner to the HSE Senior Manager responsible for the particular area or service. The HSE Senior Manager responsible will, within four (4) weeks from receipt of correspondence, review the matter in dispute and issue a response in writing to the Registered Medical

Practitioner. Where the HSE Senior Manager is unable to complete this review within four (4) weeks, he will, before the end of the specified four (4) weeks, write to the Registered Medical Practitioner explaining the reason for the delay and indicating when the review will be completed. Such delays will not be for a period greater than four (4) weeks, save where the Parties agree otherwise.

### 3.3 Delegated Officer Review.

3.3.1 Where, in the opinion of the Registered Medical Practitioner, the matter in dispute has not been resolved to his satisfaction by the Senior Manager, the Registered Medical Practitioner may then submit comprehensive details of his complaint or dispute to the Officer nominated specifically under the escalation procedure to manage such matters (hereinafter referred to as the “Delegated Officer”). The Delegated Officer will in all instances be senior in grade to the HSE Senior Manager who carried out the initial formal review of the matter in dispute and will not have had any direct prior involvement in the matter in dispute. The referral to the Delegated Officer will be accompanied by all relevant documentation, including copies of all correspondence between the Registered Medical Practitioner and the HSE in relation to the matter in dispute.

3.3.2 Delegated Officers are responsible for the following areas:

- Area 1 - Donegal, Sligo, Leitrim, Cavan, Monaghan
- Area 2 - Galway, Roscommon, Mayo
- Area 3 - Clare, Limerick, North Tipperary
- Area 4 - Kerry, Cork
- Area 5 - South Tipperary, Carlow, Kilkenny, Waterford, Wexford
- Area 6 - East Wicklow, Dun Laoghaire, Dublin South East
- Area 7 - Kildare, West Wicklow, Dublin South West, Dublin South City, Dublin West
- Area 8 - Laois, Offaly, Longford, Westmeath, Louth, Meath
- Area 9 - Dublin North, Dublin Central, Dublin North West
- Primary Care Reimbursement Services
- National Contracts Office

3.3.3 The Delegated Officer will, within five (5) Working Days of the matter in dispute being received by him, confirm in writing to both Parties, that his review has commenced. The Delegated Officer may interview the Registered Medical Practitioner (or, as applicable, the Registered Medical Practitioner’s Staff, Qualified Persons, or locum medical practitioners), HSE staff or other individuals, as appropriate. The Delegated Officer will generally notify the Registered Medical Practitioner and the HSE Officer(s) of his determination within four (4) weeks from the date that the Delegated Officer informed the Parties that the review has commenced, which will in all cases be within five (5) Working Days of the matter in dispute being referred to him. Where the Delegated Officer is unable to complete this review within this timeframe, he will, before the expiration of the four (4) week period, write to the Registered Medical Practitioner explaining the reason for the delay and indicating when the review will be completed.

3.3.4 If a matter in dispute is resolved by the Delegated Officer, a written memorandum, (a “**Memorandum of Resolution**”), will be prepared jointly and signed by both the HSE and the Registered Medical Practitioner. The Memorandum of Resolution will confirm that the resolution is in full and final settlement of the dispute, will record all matters in issue and all material factual details of the dispute and the terms of resolution. A copy of the Memorandum of Resolution will be supplied to both the Registered Medical Practitioner and the relevant HSE Officer(s).

### 3.4 Third Party Dispute Resolution.

- 3.4.1 If the matter in dispute has not been resolved in accordance with the procedures outlined in **Clauses 3.1, 3.2 and 3.3** of this **Schedule 4** the Registered Medical Practitioner may refer the dispute to an agreed independent disputes resolution panel member (the “**Panel Member**”) by way of a written referral (the “**Referral to Third Party**”).
- 3.4.2 The Panel Member will be appointed in any given case from a panel maintained by the HSE unless the Registered Medical Practitioner wishes to nominate an alternative third party to review the matter in dispute. Any such alternative appointment will be agreed between the Registered Medical Practitioner and the HSE and the referral to Third Party process outlined in **sub-clauses 3.4.3 and 3.4.4** of this **Schedule 4** will also apply in such instances.
- 3.4.3 The Referral to Third Party by the Registered Medical Practitioner will be accompanied by all relevant documentation including copies of all correspondence between the Registered Medical Practitioner and the HSE in relation to the matter in dispute. A copy of the Referral to Third Party and accompanying documentation will be sent to the HSE at the same time that the referral is lodged.
- 3.4.4 The HSE will be entitled to respond to the Registered Medical Practitioner’s referral to the Panel Member. The HSE will forward to the Registered Medical Practitioner a copy of its response to the Panel Member on the same date.
- 3.4.5 The reasonable fees, costs and expenses of the Panel Member will be borne by the HSE. For the avoidance of doubt, in all other respects, each Party will bear its own costs and expenses of its participation in the Third Party Dispute Resolution process.
- 3.4.6 In the interest of cost effectiveness, the proceedings will be hosted on HSE premises. In the event that a HSE premises is not available to host proceedings, the HSE will be responsible for sourcing suitable alternative facilities and the costs of same will be borne by the HSE.
- 3.4.7 Disputes will be disposed of by way of hearing, unless otherwise determined by the Panel Member following consultation with both Parties, and the Panel Member will consider all written and oral submissions made to him by the Parties (including in the case of the Registered Medical Practitioner his representative(s)). Having considered all such submissions, the Panel Member will endeavour to issue a written recommendation to both Parties within six (6) weeks from commencement of the review of the matter in dispute by the Panel Member.
- 3.4.8 The recommendation of the Panel Member will be binding on the Parties, except where either side complains that the decision goes outside the terms of the Contract.
- 3.4.9 In circumstances where either Party complains that the Panel Member’s decision goes outside the terms of the Contract, either Party may, within four (4) weeks of receipt of the Panel Member’s recommendation, apply to the President of the Institute of Chartered Arbitrators to appoint an Arbitrator (not being a Panel Member) to determine the matter. The findings of the Arbitrator will be binding on both parties. The Arbitrator will endeavour to deliver such findings within six (6) weeks of referral.
- 3.4.10 The reasonable fees, costs and expenses of the Arbitrator will be borne by the HSE.