

4. Contractor's Obligations

4.1 The Contractor shall:

- (a) Provide the Services required in this Agreement with due care and skill and in a competent, professional, prompt and efficient manner.
- (b) The Contractor shall link with the designated HSE Officer who is a member of the Steering Committee and participate in the appropriate HR forum with the HSE as the employer of the Registrar should any employment related issue arise.
- (c) The Contractor will comply with the ICGP criteria document as referred to in Schedule A to this contract, as may be amended from time to time.
- (d) Supply all premises and other facilities required to perform the Services required by this Agreement and ensure that all such premises and facilities are well maintained and capable of performing the Services required.
- (e) The obligations in this Agreement are personal to the Contractor.
 - (i) Accordingly the Contractor must personally perform the Services or, in exceptional circumstances (e.g. unplanned short term absence), designate the Trainer role to a member of the practice who he/she deems to be competent to provide the service. In such circumstances the responsibility for the GP Registrar remains with the Contractor.
 - (ii) Where the Contractor is unable to provide the services for a prolonged period he or she must obtain the prior written approval of the HSE to engage any third parties, including a partner/employee of the Contractor, to complete the work.
- (f) Notify the HSE if they become inactive for any period during the duration of the contract. In such circumstances the lower grant shall be payable until a Registrar is assigned and the GP Trainer becomes active again.

5. HSE Obligations

5.1 The HSE shall:

- (a) Ensure that the designated HSE officer assigned to work with the Contractor shall work with the contractor in a positive and supportive manner.
- (b) Pay all approved payments in accordance with agreed payments schedule.

6. Payments to Contractor

6.1 It is agreed that the Contractor will be remunerated for the provision of Services in accordance with the arrangements set out in Schedule C of this contract.

6.2 The HSE reserves the right to ensure that the Services are being completed to a satisfactory standard prior to any payments being processed. This will be initiated through the designated HSE Officer who is a member of the Steering Committee.

- 6.3 The Contractor shall provide the HSE with a certified copy of a current tax clearance certificate.
- 6.4 The Contractor shall be responsible for all tax liabilities in respect of fees paid by the HSE to the Contractor hereunder including without limitation all appropriate income tax and Pay Related Social Insurance contributions or similar contributions and the Contractor shall indemnify and keep indemnified the HSE in respect of all liabilities (including interest and penalties) arising from any claims relating to tax or other levies that may be made by the relevant authorities against the HSE in respect of fees paid to the Contractor hereunder or otherwise in respect of any claims that the Contractor is or is deemed to be an employee of the HSE

7. Disputes and Termination

7.1 Dispute Resolution

Any dispute between the parties regarding the interpretation of this Agreement or the rights or obligations of either party under the Agreement or anything connected with the Agreement shall be referred to mediation in the first instance. Such mediation may be initiated by either party in writing to the other party identifying the dispute, which is being suggested for mediation. The parties will agree on a suitable person to act as mediator

7.2 Termination

- (a) Either party may terminate this agreement by giving not less than three months notice to the other party.
- (b) Where the HSE is satisfied that the Contractor may have (or has) breached materially any term of this agreement, the HSE may suspend the operation of the agreement with immediate effect pending investigation. The HSE shall notify the Contractor of such suspension by registered post and the basis for the same. The HSE and the Contractor shall meet within 21 days of the issue of notification of suspension at which time the Contractor shall be entitled to respond to the HSE's concerns and the reason(s) for which the HSE supports such concerns. A representative of the Irish Medical Organisation or other professional representative may also accompany the Contractor at this meeting. If following this meeting, the HSE is satisfied that the care of the patients is being placed at risk or the Contractor has materially breached the terms of this agreement, the HSE may give notice of termination of the agreement or may impose such other sanction including the further suspension of the agreement for a specified period or the imposition of a reprimand or warning as the case may be. Where the HSE has imposed a sanction under this provision after investigation whether by terminating the agreement or by a further suspension of the contract or the imposition of a reprimand or warning, the Investigation Panel referred to in paragraph (d) shall in all cases meet to consider the disciplinary sanction not later than 21 days from the date of the imposition of the same.
- (c) A decision, not to offer a contract, to terminate the contract or to impose other disciplinary action under (b) may be appealed by the Contractor to the Investigation Panel referred to in paragraph (d) to be established for the purpose in which case the relevant decision of the HSE shall not take effect

unless and until such decision is upheld by the Investigation Panel. The appeal by the Contractor must be made within 14 days.

- (d) The Investigation Panel, which will be set up by the HSE, shall consist of one person nominated by the Contractor (or by the IMO on behalf of the Contractor) one person nominated by the HSE and an independent chairperson who is acceptable to both parties. This Investigation Panel will have power only in relation to matters arising from action taken under this section of this agreement. The Investigation Panel will be established within 7 days of the receipt of an appeal by the applicant.

Where the Investigation Panel finds that the decision not to offer a contract or disciplinary action/termination of the contract would be unfair it shall recommend the withdrawal of the decision of the HSE. The HSE shall comply with the finding of the Investigation Panel. The Investigation Panel may uphold the decision of the HSE or recommend disciplinary action other than that imposed by the HSE, where they confirm a serious breach of the agreement.

- (e) This contract shall be terminated where the Contractors name is erased from the register of medical practitioners under the Medical Practitioners Act, or where an order is made by the High Court that the name of the Contractor shall not have effect in the general register of medical practitioners, the contract shall be suspended for such period as may be specified in such order.

8. Waiver for Breaches

- 8.1 The fact that one party may ignore or not do anything about a breach of the Agreement by the other party does not mean that it is not entitled to take any action regarding a previous or subsequent breach of the Agreement.

9. Indemnity

The Contractor agrees to hold a current policy of medical indemnity with a reputable medical insurance company.

10. Insurance Cover

- 10.1 The Contractor undertakes and agrees to take out adequate insurance cover i.e. public & employers liability indemnity (Schedule E refers) with an insurance office of repute to cover the liability accepted by him/her in this Agreement and agrees to produce at the HSE's request a copy of the insurance policy or policies and relevant renewal receipts for inspection by the HSE.

11. Granting of independent contract for services

- 11.1 The HSE will operate an open and transparent process in order to grant contracts for the provision of services as set out in Schedule A of this Agreement. The process is outlined in Schedule D to this Agreement.

12. Governing Law And Jurisdiction

- 12.1 This Agreement will be governed by and construed in accordance with the laws of Ireland, including its rules as to the conflict of laws and is subject to the exclusive jurisdiction of the Courts of Ireland.

I (**PRINT** full name of the Contractor) _____ declare that I have read and understood this Agreement and accept all conditions fully.

Signed (**the Contractor**):

_____ Date: ___/___/___

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

_____ Date: ___/___/___

Schedules

Schedule A The Services

Schedule B Essential Requirements of a Contractor

Schedule C Payment Schedule

Schedule D Granting of contracts for the provision of services outlined in Schedule A of this Agreement

Schedule E Insurance Cover

Schedule A

The Services

GP Trainers will provide placements in a general practice setting for GP Trainees. These placements will be provided within an appropriate practice environment in accordance with the criteria document issued by the Irish College of General Practitioners.

The following outlines the role of the Trainer as a teacher and sets out the practice organisation requirements.

13. Definition of General Practice

The European definition of the speciality of General Practice /Family Medicine is as follows:

“General Practitioners/Family Doctors are specialist physicians trained in the principles of the discipline. They are personal doctors, primarily responsible for the provision of comprehensive and continuing care to every individual seeking medical care irrespective of age's and illness. They care for individuals in the context of their families; their community and their culture, always respecting the autonomy of their patients. They recognise they will also have a professional responsibility to their community. In negotiating management plans with their patients they integrate physical, psychological, social, cultural and existential factors, utilising the knowledge and trust engendered by repeated contacts. General Practitioners exercise their professional role by promoting health, preventing disease and providing cure, care, or palliation. This is done either directly or through the services of others according to the health needs and resources available within the community they serve, assisting patients where necessary in accessing these services. They must take the responsibility for developing and maintaining the skills, personal balance and values as a basis for effective and safe health care “

The duties of the trainer as a teacher

GP trainers are responsible for the training of individual doctors as general practitioners in the general practice setting. The relationship between trainer and GP Registrar is crucial in ensuring that GP Registrars receive appropriate training to meet the needs of patients both at the time of training and in the future. The trainer must understand the educational objectives and outcomes required by the GP Registrar from the period of GP training. They should be prepared to support and counsel the GP Registrar as necessary.

The key role of the Trainers is to support and prepare GP Trainees for a career in General Practice, with an emphasis on inculcating the 6 care competencies of -

- Primary Care Management
- Person Centred Care
- Specific Problem Solving Skills
- A Comprehensive Approach
- A Community Orientation
- Holistic Modelling

As a teacher the GP trainer will be required to

1. Have a commitment to actively participate in Trainers workshop including the National Trainers Workshop in accordance with the agreed schedule

2. Submit to assessment as part of the ICGP Criteria for Postgraduate Training Programme in General Practice.
3. Participate in regular peer review with colleague teachers. Documentary evidence of these reviews shall be presented to the GP Training Programme as required by the Irish College of General Practitioners..
4. Allocate time for educational activity to include one to one training sessions with the Registrar.
5. Recognise their role and responsibility for the use of personal development plans for the Registrars
6. Have an understanding of the educational aims of the Training for General Practice in Ireland.
7. Determine the individual learning needs of the Trainee/Registrar and devise a programme to address these needs.
8. Have a range of practical skills and commitment to attend teaching skills courses.
9. Enable and encourage the Registrar to attend courses identified as appropriate the Registrar's training at that time, in agreement with Programme Directors and Trainer
10. Possess good general IT Skills and an ability to integrate these into audit and research with the Trainee.
11. Make provision for the exposure of the registrar to practice administration, practice business meetings and business methods, including appointment systems, the GMS, disease registers, accounting systems etc.
12. Participate in the systematic assessment of the Registrar's performance during the practice years in accordance with nationally agreed standards.

Practice Organisation Requirements

Infrastructure, Educational Resources, Practice Recording Systems:

Each training practice should have;

- Sufficient consultation rooms, including a dedicated room for use by the Registrar to practice at the same time as the trainer.
- Adequate clinical equipment to provide the normal service of a general practice surgery.
- Provision for the Registrar to have experience of out of hours cover under the supervision of his/her Trainer. . **Registrars should not work alongside each other in an on call situation without on site supervision.**
- Provision for the exposure of the registrar to practice administration, practice business meetings and business methods including appointment systems, the General Medical Services, disease registers accounting systems, etc.
- Evidence of the use of recognised practice guidelines and facilities for the treatment of patients with chronic disease.

- A Registrars workload including out of hours workload which is appropriate to the experience and learning needs. The Registrar's workload should not exceed the workload of their Trainers.
- Ready access for Registrar to relevant literature within a practice library with current journal, reference books and IT sources, as recommended by the Training Programme.
- An efficient patient record system which complies with the following minimum standard (it is recognised that direct access to electronic messaging is the preferred option)
 - An individual patient clinical record system
 - Legible records
 - Easy retrieval of major events and problems of continuing significance.
 - Files should contain records of each patient/doctor interaction including the name of the attending doctor.
 - Should contain identifiable up to date problem list.
 - Records should be identifiable for certain chronic medical conditions. (e.g. Diabetes ,Asthma, Ischaemic Heart Disease with appropriate up to date protocols.)
 - All IT systems should be in full compliance with the ICGP Guidelines.
 - Manual systems will be acceptable provided it fulfils the above criteria.

Interaction with Health Service Executive

The Trainer shall link with the designated HSE officer who is a member of the Steering Committee and provide such reports which are agreed in a timely manner.

Participate in the appropriate HR forum with the HSE as the employer of the Registrar should any employment related issues arise.

Schedule B

Essential Requirements of Contractor:

- Must be a fully Registered Medical Practitioner with the Irish Medical Council.
 - * Must be on the Specialist Register of General Practice of the Irish Medical Council
 - Must hold a GMS contract or be working in a GMS practice and possess the training and qualifications necessary to hold a GMS contract.
 - Must have completed a Teaching Skills Course
 - Must be a Principal General Practitioner in his/her practice with at least three years full-time experience as General Practitioner or part-time equivalent
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- Grand parenting clause – Where services are being supplied on 24 March 2009 (date of agreement) by GP Trainers who are entitled to hold specialist registration but are not on the register, such individuals will have access to apply for a contract for service under the terms of this agreement.

Schedule C

Payments Schedule

1. Practice Expense Grant

Expenses associated with being a training practice e.g. IT requirements, support materials, practice equipment, journals, independent clinical facilities etc.

From March 08 €4,775.63 per annum pro rata

From September 08 €4,892.11 per annum pro rata

The Trainer must supply vouched receipts for costs associated with this grant.

2. Education/Assessment Allowance

Ongoing daily teaching and supervision, assessment according to ICGP guideline, attendance at Trainer workshops etc

From March 08 €9,551.35 per annum pro rata

From September 08 €9,790.13 per annum pro rata

3. Inactive Trainers

From March 08 €4,393.03 per annum pro rata

From September 08 €4,502.86 per annum pro rata

These payments will attract general round increases subject to normal conditions to the granting of same.

Schedule D

Granting of contracts for the provision of services outlined in Schedule A of this Agreement

Appointments in respect of vacancies and additional places shall be made through open competition. Vacancies will be advertised and suitably qualified General Practitioners will be invited to apply for Contracts for Services.

The HSE is responsible for the selection process. The selection from among qualified persons shall be by way of interview with the Interview Panel being composed of representatives of the key stakeholders. Membership of the interview panel will comprise of an independent Chair nominated by the HSE, a Director or Assistant Director of a GP training scheme, a member of HSE management and a nominee of the ICGP or the IMO on an alternating basis. At least one of the panel should be a GP Trainer.

Schedule E

Insurance Cover

Maximum cover required for any one incident

Employers Liability	€12.7 million
Public Liability	€ 2.6 million
Medical Malpractice	The Contractor agrees to hold a current policy of medical indemnity with a reputable medical insurance company