

# **Sláintecare Consultants' Contract**

Draft

***As of 31 May 2021***

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## **Preamble**

This document is comprised of the following:

- a) Terms and Conditions;
- b) Appendices;
- c) Terms expressly incorporated

The foregoing, constituting the contract documents, shall be read together and embody the entire understanding of the parties in respect of the matters contained therein.

Note: Job descriptions will form part of the Consultants' Contract.

Draft

## 1. Contract Designation

This contract is designated as a Sláintecare Public-Only Consultants' Contract.

## 2. Core Principles

The core principles of this Contract are

- a) that both the Consultant and the Employer recognise that the relationship must be founded upon mutual trust and respect for each other and that any differences under the agreement should be processed expeditiously through the grievance and disputes procedure or such other procedures provided for herein;
- b) recognition of the importance of the role of Clinical Director, which places Consultants within the leadership structure in the management of the health service and enables Clinical Directors to support productivity amongst consultants;
- c) recognition of clinical independence and the unique nature of the relationship between each Consultant and his/her patients;
- d) recognition by the Consultant that (s)he must operate within a system in which policy and procedures are determined through the corporate entity in which staff at all levels must be accountable;
- e) recognition of the Consultant's role as an advocate and the concomitant responsibility, in the first instance, to express any concerns within the employment context;
- f) recognition of the Consultant's role in the delivery of education and training and research;
- g) recognition of the changing way in which care is delivered to patients and the shift from care in the acute sector to the community; increased use of technology and the virtual / attend anywhere model;
- h) recognition of the role of the Consultant in the development and delivery of digital healthcare and information technology;
- i) recognition of the principles of Sláintecare and the Consultant's commitment to engage in professional practice exclusively for the Employer and to public practice generally.

### 3) Appointment and tenure

a) This Contract is a contract of employment between \_\_\_\_\_ (*name and address of Employer*) and \_\_\_\_\_ (*name and address of employee*). \_\_\_\_\_ (*name of appointee*)<sup>1</sup> is appointed to a post of \_\_\_\_\_ and accepts the appointment from \_\_\_\_\_ (*insert date*). The Contract is (*delete as applicable*):

i) permanent, subject to the completion of probation (as set out in Section 3);

**or**

ii) for a specified purpose /fixed, as follows \_\_\_\_\_ (*state specified purpose or fixed term of contract*);

**or**

iii) a locum appointment.

In the case of Consultants appointed on a fixed term / specified purpose / locum basis in accordance with Sections 2 a) ii) or 2 a) iii) above, Section 2 (f) below and Section 3 of this Contract (entitled 'Probation'), other than paragraph 3 (f) thereof, do not apply.

The Unfair Dismissals Acts 1977 - 2015 will not apply to termination of this Contract which occurs by reason only of (*delete as applicable*):

- the expiry of the fixed term of the Contract;
- or**
- the cessation of the specified purpose of the Contract.

b) A candidate for and any person holding the office must be in a state of health such as would indicate a reasonable prospect of ability to render regular and efficient service.

c) The qualifications required for this post are set out in the Health Service Executive's Letter of Approval as attached at Appendix 1.

d) Should the Consultant be required by the terms of the offer of appointment to comply with specified requirements or conditions (including a requirement or condition that (s)he shall acquire a specified qualification) before the expiration of a specified period the employment shall be terminated unless within that period the Consultant has complied with such requirements or conditions.

e) With regard to resignation or retirement, the holder of a joint appointment<sup>2</sup> must act similarly in relation to each of his / her component commitments, e.g. (s)he cannot retire or resign from one participating Employer and not from the other(s).

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<sup>1</sup> Hereafter referred to as 'The Consultant'

<sup>2</sup> A joint appointment is one which involves a commitment by the Consultant to two or more employing authorities. Consultants appointed on such a basis are entitled to a single contract or interdependent contracts

- f) If the Consultant wishes to terminate this employment (s)he shall provide the Employer(s) with 3 months notice of his/her proposed termination date.
- g) Except in cases of serious misconduct, the Employer will provide the Consultant with 3 months notice of the intention to terminate his or her employment.
- h) The Employer reserves the right to pay you in lieu of notice.

#### 4) Probation

- a) Appointment to a Consultant post under Section 2 a) i) above is dependent upon the satisfactory completion of a probationary period of 12 months. The probationary period may be extended at the discretion of the Employer for a period of not more than 6 months. In such event the specific reasons for the extension shall be furnished in writing to the probationary Consultant.
- b) At the end of the probationary period, the Employer shall either:
  - i) certify that the Consultant's service has been satisfactory and confirm the appointment on a permanent basis;
  - or
  - ii) certify, with stated specified reasons, that the Consultant's service has not been satisfactory, in which case the Consultant will cease to hold his/her appointment.
- c) If the Employer should fail to certify in accordance with (b) above, the Consultant shall be deemed to have been appointed on a permanent basis.
- d) The Employer undertakes to advise the probationary Consultant on a timely basis of issues likely to result in the termination or extension of the probationary period.
- e) A Consultant who currently holds a permanent Consultant appointment in the Irish public health service will not be required to complete a probationary period should (s)he have done so already.
- f) A Consultant will not be required to complete the probationary period where (s)he has for a period of not less than 12 months acted in the post pending its filling on a permanent basis.
- g) During the probationary period, the probationary Consultant will be subject to ongoing review and a formal review will take place not more than 6 months after the date of first appointment on a probationary basis.

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(with reciprocal clauses). The Consultant's total commitments should not exceed that which is expected from Consultants in the same specialty who have a full-time commitment to one employer.

- h) In cases where an allegation of serious misconduct is made against a probationary Consultant, the matter will be dealt with in accordance with Stage 4 of the Disciplinary Procedure. This does not affect the Consultant's statutory rights under the Industrial Relations Acts, 1946-2015 or any other statute.
- i) In the case of joint appointments, the holding of any one part of the post is contingent on continuing to hold the other part or parts of the post.
- j) Employment may be terminated by either party during the probationary period. Should employment be terminated by the Employer, the Employer shall set out in writing the specific reasons for such termination.

## 5) Mutual Obligations

- a) Both the Consultant and the Employer recognise the need for mutual trust, confidence and respect in giving effect to the terms of this contract.
- b) Both the Consultant and the Employer shall co-operate in giving effect to such arrangements as are put into place to verify the delivery of the Consultant's contractual commitments.
- c) The determination of the range, volume and type of services to be provided and responsibility for the provision of same within available resources rests with the Employer. Services not provided as a consequence of a resource limit are the responsibility of the Employer and not the Consultant.
- d) The Employer recognises the Consultant's obligations regarding the application of the Medical Council's (or Dental Council, as appropriate) ethical and professional conduct guidance to the clinical and professional situations in which (s)he works.

## 6) Reporting relationship

The Consultant's reporting relationship and accountability for the discharge of his/her contract is:

- i. to the Chief Executive Officer/General Manager/Master of the hospital (or other employing institution) through his/her Clinical Director<sup>3</sup> (where such is in place). The Hospital Group Chief Executive Officer or Chief Officer, Community Health Organisation may require the Consultant to report to him/her from time to time.
- or**
- ii. **in the case of Consultant Psychiatrists, to the Executive/Clinical Director and Head of Service for Mental Health, Community Health Organisation (where**

<sup>3</sup> Details of the Appointment and Profile of the Clinical Director are contained in Appendix III



the Consultant is employed by the HSE) / Chief Executive Officer (where the Consultant is not employed by the HSE). In cases where the Consultant provides services to the HSE, for example, on call duties, they will have a reporting relationship with the Executive/Clinical Director of that facility in fulfilling their statutory duties.

or

- iii. in the case of Consultants working in a Regional Health Area (RHA) to the RHA CEO via the Clinical Director or in the case of Consultants who work across acute hospital and community they will report to community-based clinical directors and/or the clinical director of the relevant acute hospital and/or in accordance with the Clinical Governance developed as part of the RHA structures.

or

- iv. in the case of Consultants in Public Health Medicine the reporting structures provided for in the public health model.

and

Through working on the delivery of National Clinical Programmes and nationally agreed Models of Care.

## 7) Hours of work

- a) The standard weekly working hours for the Consultant grade are 39 hours per week. Consultants may be employed on a part-time basis and work less than 39 hours.

The Employer shall roster the Consultant's starting and finishing times to meet service needs. It will be a matter for the Consultant's manager and/or management in the *Hospital Group / Community Health Organisation/Regional Health Area* to determine how the work will be organised. This will include matters such as the working location and rostering, including providing for 24/7, 5/7 rostering arrangements and extended working days. The Employer may, at the Employer's discretion, consult with the relevant staff groupings on such working arrangements.

The Consultant's 39 hour commitment may be delivered as part of:

- i) Monday to Friday working where the Consultant's commitment will be delivered across a span of 12 hours between the hours of 8am and 8pm (or an alternative 12 hour span as rostered by the employer to match specifically approved service needs and actual patterns of patient presentation as deemed by the employer to be appropriate to the particular clinical setting which may include being rostered to work up to 12.00 midnight) Monday to Friday;

or

- ii) 5/7 working where the Consultant's commitment will be delivered across a span of 12 hours between the hours of 8am and 8pm Monday to Sunday;  
**or**
  - iii) 24/7 working where the Consultant's commitment will be delivered during the span of the 24 hour day, Monday to Sunday to ensure a rostered on-site Consultant presence over the 24/7 period.
- b) Scheduling arrangements may be changed from time to time within the 8am to 8pm period in line with clinical and/or service need as determined by the Clinical Director on behalf of the Employer in consultation with the Consultant but must incorporate the following:
- i) Irrespective of whether the Consultant delivers the 39 hour commitment under Section 7 a) i), ii) or iii) above, the Consultant will, in the normal course, not be obliged to work more than 12 on site hours in any one day. This will be structured as a single continuous episode.
  - ii) The two days on which the Consultant is rostered off must be continuous.
  - iii) Consultants required to provide part of their 39 hour commitment on Saturday / Sunday will not be expected to do so or to provide on-call on more than a 1 in 5 basis.
  - iv) In relation to Consultants participating in 5/7 or 24/7 rostering, the Clinical Director must have regard to the Consultant's seniority, particular specialist skills and other relevant factors when determining roster requirements.
  - v) Where the Consultant works hours as part of their 39 hour commitment and 5/7 or 24/7 roster, the Consultant will be eligible for premium rates in accordance with public health sector norms.
  - vi) Where the Consultant is required to work a 24/7 roster, 65-75% of the Consultant's time will involve clinical activity with the remainder allocated to other on-site activities and the Consultant will not be required to participate in on-call or structured overtime.
- c) The aggregation of the Consultant's commitments in a given time period shall be on a cumulative basis of 39 hours per week. This does not imply that the Consultant's work is organised in equal periods of time. If the time worked consistently and significantly varies from the scheduled commitment, there will be a review of the commitment to ensure that the Consultant is not working regularly in excess of or less than the 39 hour weekly commitment. Where the commitment is being unavoidably exceeded for reasons of a temporary nature, local arrangements will be made to compensate the Consultant concerned.
- d) In addition to the contracted commitment per week specified at Section 7 (a) above:

- i) the Consultant other than as described at Section 7 b) vi) above may be required to participate in the on-call roster as determined by the Clinical Director / Employer. Payment arrangements for on-call liability are set out at Section 22 (f) and for the provision of call-out services when on-call outside scheduled commitments at Section 22 (g).
- ii) the Consultant rostered on-call other than as described at Section 7 b) vi) above may be required to provide a structured commitment on-site of up to 5 hours on a Saturday and / or 5 hours overtime on a Sunday and / or 5 hours on a public holiday. Consultants on onerous on-call rosters<sup>4</sup> shall not be expected to deliver the upper end of this requirement as determined by the Clinical Director. The Consultant's liability for on-call outside such structured or other scheduled overtime hours will continue to apply.
- e) As a senior professional employee, the Consultant may be required, from time to time, to work beyond his/her rostered period in line with the exigencies of the service. The Employer will endeavour to ensure that this will be an exceptional rather than a standard requirement.
- f) The employer may make alternative arrangements for the Consultant to work in the employment location or elsewhere as part of the 39 hour commitment.
- g) You shall not engage in any employment or gainful occupation which would be inconsistent with the discharge of your duties as an employee of the Employer. This is without prejudice to Clause 20.

## 8) Location and Residence

Sláintecare is changing health services in a way that is transformational, shifting care closer to home, moving from a hospital-centric model to a wider, more integrated model that envisions healthcare delivered in a range of settings, from home to hospital and community settings in between. The Consultant will work in the most appropriate setting as directed by the employer, having regard to clinical programmes and models of care.

- a) The Consultant's appointment shall be to \_\_\_\_\_ (*name Hospital Group / Community Health Organisation/Regional Health Area and employers as set out in the HSE letter of approval*). The Consultant's employment location(s) initially is \_\_\_\_\_ (*as per HSE letter of approval for the post if relevant*). This may be subject to change depending on the needs of the service, reconfiguration or the shift in care to the community.
- b) The Consultant's employment location may be changed within the functional area and service range applicable to his/her Employer. In the first instance, this will be

<sup>4</sup> Only on-call rosters of 1:4, 1:3, 1:2 or 1:1 are regarded as onerous.

within the Hospital Group / remit of the HSE-funded Hospital / Agency / **Regional Health Area**. The Consultant shall be consulted should (s)he be required to change to an employment location outside the (Hospital Group / HSE-funded Hospital / Agency / **Regional Health Area**). In circumstances where a change of location is required, (e.g. - hospital closures or major changes taking place in the character of the work being carried out there) the Consultant will be offered an appropriate alternative appointment without competition. Subject to the provisions of the removal expenses scheme for the Health Service Executive, removal expenses shall be payable, if claimed.

- c) The Consultant shall be available to respond readily to clinical or service needs at the location(s) specified above. This will require the Consultant to reside convenient to the hospital / agency in which (s)he holds his/her appointment.
- d) **The Consultant recognises the need for multiple site provision of care for example off-site OPD, and may be required to work across multiple sites for procedural/surgical work, as directed by the employer.**

## **9) Scope of post**

- a) The scope of this post is as set out in the HSE letter of approval for this position at Appendix 1 and the Job Description as issued by the Employer. These describe the Consultant's service commitments, accountabilities and specific duties.
- b) The Consultant's annual Clinical Directorate Service Plan will detail how these are to be implemented and will be validated by a series of performance monitoring arrangements.
- c) Certain decision-making functions and commensurate responsibilities may be delegated to the Consultant by the Employer. These will be documented in the Clinical Directorate Service Plan.
- d) The Consultant may apply through the Employer to the Health Service Executive to change the structure of this post as set out in the HSE Letter of Approval. Any change in the structure of the post is subject to the determination of the HSE.
- e) The Consultant may apply for atypical working arrangements under the relevant health service scheme.

## **10) Role of Consultant**

- a) For the purposes of this contract, a Consultant is defined as a registered medical or dental practitioner who by reason of his/her training, skill and expertise in a designated specialty, is consulted by other registered medical practitioners and who has a continuing clinical and professional responsibility for patients under his/her care, or that aspect of care on which (s)he has been consulted.

- b) The Consultant is clinically independent in relation to decisions on the diagnosis, treatment and care of individual patients. This clinical independence derives from the specific relationship between the patient and the Consultant in which the patient places trust in the Consultant personally involved in his/her care to make clinical decisions in the patient's best interests and to take continuing responsibility for their consequences in the context of systemic contribution to these consequences.
- c) The Consultant acknowledges that (s)he is subject to statutory and regulatory requirements and corporate policies and procedures.
- d) The Consultant has a substantial and direct involvement in the medical diagnosis, treatment and delivery of care to patients. Each patient will have a named Consultant who has continuing responsibility for his/her diagnosis, treatment and care.
- e) The Consultant may discharge his / her responsibilities through:
  - i) a direct personal relationship with the patient;
  - ii) shared responsibility with other Consultants who contribute significantly to patient management;
  - iii) delegation of aspects of the patient's care to other appropriate staff. Delegation of responsibility to other doctors or staff by a Consultant is subject to:
    - (1) the Consultant being satisfied that the relevant staff member has the necessary professional capability and
    - (2) the continued provision of a commensurate level of diagnosis, treatment and care to the patient.The Consultant shall retain a continuing overall responsibility for the care of the patient.
- f) The Consultant will generally work as part of a Consultant team. The primary purpose of Consultant teams is to ensure Consultant provided services to patients on a frequent and continuing basis. In effect this requires that the Consultant provides diagnosis, treatment and care to patients under the care of other Consultants on his/her Consultant team and vice versa. This may include discharge and further treatment arrangements, as appropriate.

The membership of the Consultant team will be determined in the context of the local working environment. The team may be defined at specialty/sub-speciality level or under a more broadly based categorisation e.g. general medicine, general surgery.

- g) National Clinical Programmes form a key part of the agenda of change with an emphasis on developing and implementing evidence-based models of care that are aimed at ensuring equity of service provision and delivery nationally. Such

programmes are the drivers for the delivery of Sláintecare, as they set out the standards and outcomes for clinical care that ensure a high quality service. Working under this contract the Consultant is accountable for delivery of national clinical programmes.

#### **10(A) Provisions specific to the role of Consultants in Public Health Medicine**

A Consultant in Public Health Medicine is the medical expert who provides leadership for the protection and improvement of the health of a population. The Consultant leads a public health consultant-provided service and has overall responsibility for the assessment of, delivery of care (with a focus on proactive, preventive and integrated care) and overall management of the health of a population within their assigned role.

(i) The Consultant is responsible for:

- 1) Discharging statutory responsibilities under the MOH function,
- 2) Leading and managing multidisciplinary teams as required and working together with internal and external stakeholders.
- 3) Applied epidemiology, research and the development and use of health information to protect and improve the health of the public,
- 4) Understanding and reporting on population health needs,
- 5) Planning, responding and communicating on current and emerging health threats,
- 6) Leading action to reduce health inequalities,
- 7) Improving health services and enabling integrated health & social care,
- 8) Developing conditions favourable to promoting healthier lifestyles, including working with internal and external stakeholders as necessary to address social determinants of health.
- 9) Providing an on-call service as required by the employer.
- 10) Cross-covering other CPHM and surge capacity as required by the employer.

(ii) The Consultant will work primarily in one of the four domains of public health and may transfer between different domains following their initial appointment, where vacancies arise and they are deemed suitable by the employer. In the case of a transfer, the employer should be satisfied that the Consultant has the necessary skills, or is willing to enhance their skills in another domain of public health, to undertake the role. Where appropriate to the role, the Medical Council may specify a special interest or additional training or qualifications in line with other specialties.

(iii) Consultants in Public Health are responsible, inter alia, for strategic and system leadership, protecting and improving the health of the population within their assigned role. This includes responsibility and accountability for the end-to-end public health response within that role and for the achievement of efficiencies, performance measures, standards, and quality improvement appropriate to that role as deemed suitable by the employer.

- 1) The Consultant will set new standards of working, leading responsive public health teams, delivering implementation of assigned elements of national health policy, including commitment to deliver the relevant specific performance outcomes.
- 2) The Consultant will manage actual performance of the public health team against planned performance indicators to both assure that a high standard of service is provided and to foster a culture of continuous quality improvement.
- 3) The Consultant will identify service development priorities, opportunities, and efficiencies and promote and embed these to deliver an evidence-based and effective public health response.
- 4) The Consultant will identify, plan and develop systems and services and manage available resources (direct or indirect) to enhance productivity within the public health multi-disciplinary team.
- 5) The Consultant will plan and tailor the public health response by monitoring and assessing the evidence of effectiveness of interventions, programmes and services intended to improve the health or wellbeing of individuals or populations.

(iv) Terms of appointment:

The terms of this contract are applicable to the holders of Consultant posts which have been approved through the HSE process for Consultant in Public Health Medicine posts. The provisions set out in this section are confined to the holders of such posts and are additional and particular to Consultants in Public Health Medicine.

- 1) Consultant posts may be national and/or regional appointments. The HSE, may structure Consultant posts to reflect a lower national commitment, where: i) the nature of the sub-specialty/domain associated with the post is such that a commitment to regional duties in excess of 50% is required for the appointee to maintain the required skills and competencies and/or ii) the national public health function does not require an individual structured commitment of 50% to the national function to deliver its public health programmes.
- 2) The Consultant, where appointed pursuant to the agreed model, will fulfil all required duties of the post at Consultant level, with responsibility for the leadership and accountability for provision of a service to the relevant population.
- 3) The Consultant may be reassigned/redeployed in the event of a significant public health threat.
- 4) The Consultant will only engage in practice as defined by their contract type.
- 5) The Consultant's role extends to relevant site(s) outside of the HSE/HSE funded agencies. This may include a requirement to participate in and collaborate across a number of agencies on international, national and regional initiatives in public health and related activities. A list of specified agencies is available from the HSE, which includes but is not confined to Local Authorities and Statutory Agencies.
- 6) The Consultant will be designated as a Medical Officer of Health (MOH) , having the responsibility and authority to investigate and control notifiable infectious diseases



and outbreaks, under the Health Acts 1947 and 1953; Infectious Disease Regulations 1981 and any subsequent amendments to these regulations <http://www.hse.ie/moh.html> The Consultant will provide a service in compliance with the Health (Duties of Officers) Order, 1949.

- 7) The Consultant will participate in national or regional on call services out of hours, as agreed with the employer and the relevant National Director(s)(or his/her nominee) having regard to making the best use of available staffing. Consultants will be entitled to B factor payments for the provision of this service. No previous interim payment arrangements for on call may be availed of as a Consultant in Public Health Medicine.
- 8) As a Consultant in Public Health Medicine no overtime payments will be made in respect of duties carried out save for where otherwise provided for under this contract.
- 9) As a holder of this contract, the Consultant will participate and lead change in the specialty and be a central part of any reform process in Public Health Medicine and the wider Public Health function within the HSE.

## **11) Professional Competence**

The Consultant shall maintain his/her professional competence on an ongoing basis pursuant to any Medical Council / Dental Council professional competence scheme applicable to the Consultant as a medical / dental practitioner. The Employer shall facilitate the maintenance of the Consultant's professional competence pursuant to any Medical Council / Dental Council professional competence scheme applicable to the Consultant as a registered medical practitioner. Commitments in this regard will be reflected in the Clinical Directorate Service Plan.

## **12) Standard Duties and responsibilities**

- a) To participate in development of and undertake all duties and functions pertinent to the Consultant's area of competence, as set out within the Clinical Directorate Service Plan<sup>5</sup> and in line with policies as specified by the Employer.
- b) To ensure that duties and functions are undertaken in a manner that minimises delays for patients and possible disruption of services.
- c) To work within the framework of the hospital / agency's service plan and/or levels of service (volume, types etc.) as determined by the Employer. Service planning for individual clinical services will be progressed through the Clinical Directorate structure or other arrangements as apply.
- d) To be subject to the HSE's Performance Achievement policy which will be structured to take account of the particular needs of Consultants and ensure regular review /

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<sup>5</sup> A sample Clinical Directorate Service Plan is attached at Appendix II.



appraisal of performance and individual needs for effective service delivery. The Consultant will co-operate with individual and team based performance review processes as outlined by the employer the purpose of which will be focused on quality, patient safety, as well as supporting individual and/or team performance.

- e) To deliver on a quantity and quality of care that is evidence based and included in the Clinical Directorate service plan and appraised at performance meetings which should be aimed at addressing patient care needs and supporting individual professional practice.
- f) The Employer requires that you carry out your duties in such a way as to achieve high standards of conduct and performance of work. In the event of your failure to achieve these standards the disciplinary procedure will be invoked. Details of the Health Service Executive Disciplinary Procedure are available on the website – [[www.hse.ie](http://www.hse.ie)] or through your Line Manager. The Consultant is required to co-operate with the expeditious implementation of the standard HSE Disciplinary Procedure as applies to all grades of staff. Any update to the standard disciplinary policy will apply to the holder of this contract.
- g) To lead in clinical programmes of work which include Quality Improvement, education-both intra and inter-disciplinary, promotion of excellence, and Information Technology.
- h) To formally review the execution of the Clinical Directorate Service Plan with the Clinical Director / Employer periodically. The Clinical Directorate Service Plan shall be reviewed periodically at the request of the Consultant or Clinical Director / Employer. The Consultant may initially seek internal review of the determinations of the Clinical Director regarding the Service Plan.
- i) To participate in the development and operation of the Clinical Directorate structure and in such management or representative structures as are in place or being developed. The Consultant shall receive training and support to enable him/her to participate fully in such structures.
- j) To provide, as appropriate, consultation in the Consultant's area of designated expertise in respect of patients of other Consultants at their request.
- k) To ensure in consultation with the Clinical Director that appropriate medical cover is available at all times having due regard to the implementation of the European Working Time Directive as it relates to doctors in training.
- l) To supervise and be responsible for diagnosis, treatment and care provided by non-Consultant Hospital Doctors (NCHDs) treating patients under the Consultant's care.
- m) To participate as a right and obligation in selection processes for non-Consultant Hospital Doctors and other staff as appropriate. The Employer will provide training as required. The Employer shall ensure that a Consultant representative of the relevant specialty / sub-specialty is involved in the selection process.

- n) To participate in clinical audit and proactive risk management and facilitate production of all data/information required for same in accordance with regulatory, statutory and corporate policies and procedures.
- o) To work within the governance structures and accountability of the organisation, to include both corporate and clinical governance arrangements.
- p) To participate in and facilitate production of all data/information required to validate delivery of duties and functions, inform planning and management of service delivery in the best interest of quality and patient safety.
- q) To support assessment of patient outcomes and institute change in the best interest of patient safety.
- r) To participate in the use of best evidence to inform safe, high quality care and minimise variation across the health services; including development and implementation of, and compliance with national clinical guidance.
- s) To support the Clinical Director to consider assessment of patient and health service outcomes as part of performance management and institute change on the basis of audit.
- t) To support the use of digital / technology, data and quality improvement to improve patient care and service provision.
- u) Consultants in public health medicine shall undertake relevant duties and functions in accordance with the foregoing clauses, and as provided for in sections 10 and 10A, the job descriptions for their posts and the agreed public health model.

### **13) Intellectual Property**

The Consultant acknowledges that all Intellectual Property Rights<sup>6</sup> and Inventions<sup>7</sup> created wholly or partly by you in the course of your employment with the Employer (whether or not during working hours or using the Employer's premises or resources, and, in the case

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<sup>6</sup> **“Intellectual Property Rights”** means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

<sup>7</sup> **“Inventions”** means inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

of Inventions whether or not recorded in material form), together with all materials embodying such Intellectual Property Rights and Inventions shall automatically belong to the Employer to the fullest extent permitted by law. To the extent that they do not vest in the Employer automatically, you hold them on trust for the Employer.

You shall:

- a) promptly communicate in confidence to the Employer, full particulars of any Intellectual Property Right and/or Invention referred to in this clause and shall not use, disclose to any person or exploit any such Intellectual Property Right or Invention without the prior written consent of the Employer
- b) at the Employer's request, and in any event upon termination of your employment, give to the Employer all originals and copies of correspondence, documents, papers and records on all media which record or relate to any such Intellectual Property Rights;
- c) not attempt to register any such Intellectual Property Rights or seek to patent any Invention referred to in this Clause unless instructed to do so in writing by the Employer;
- d) at the request and expense of the Employer, prepare and execute such instruments and do such other acts and things as may be necessary or desirable, in the opinion of the Employer, to enable the Employer or its nominee to obtain and maintain protection of any Intellectual Property Right vested in the Employer in such parts of the world as may be specified by the Employer or its nominee, to enable the Employer to exploit and enforce its rights in respect of any Intellectual Property Right vested in the Employer to best advantage, and to defend claims for infringement of third party Intellectual Property Rights.

You hereby irrevocably;

- e) appoint the Employer to be your attorney in your name and on your behalf to sign, execute or do any instrument or act and generally to use your name for the purpose of giving to the Employer or its nominee the full benefit of the provisions of this clause; and
- f) unconditionally waive any and all of your moral rights (conferred by the Copyright and Related Rights Act, 2000, and all similar rights in other jurisdictions around the world), and agree not to support, maintain or permit any claim for infringement of your moral rights.
- g) to the extent that by law any Intellectual Property Right to which this Clause applies does not, or is not permitted to or cannot, vest in or belong to the Employer, you agree immediately upon the same coming into existence to offer to the Employer a right of first refusal to acquire the same on arm's length terms to be agreed between you and the Employer. The Employer shall initiate negotiations by notice in writing and in the absence of agreement within thirty days of such notice, the matter will be referred to arbitration to be decided upon by an arbitrator to be appointed by the President for the time being of the Incorporated Law Society of Ireland (whose decision shall be final and binding on the parties and whose costs shall be borne equally by the parties).

- h) your obligations under this clause shall continue to apply after the termination of your employment with the Employer (whether terminated lawfully or otherwise). Each of these obligations is enforceable independently of the others and their validity shall not be affected if any of the others is, to any extent, unenforceable.

#### 14) Medical Education, Training and Research

- a) The Consultant shall, as part of his/her standard contractual commitment, contribute to the education, training and supervision of students, non-Consultant Hospital Doctors and trainee professionals including members of the multi-disciplinary team.
- b) The Consultant shall, as part of his/her standard contractual commitment, contribute to the advancement of knowledge by facilitating and supporting research.
- c) Where the Consultant is employed by an Academic Teaching Hospital / Agency, the Employer(s) shall, through the Clinical Director, ensure that the Clinical Directorate Service Plan takes account of the academic schedule and related delivery of academic commitments.
- d) The Employer shall liaise with:
- i) The relevant University / Universities regarding local arrangements for the provision of undergraduate medical education and training, and research;
  - and**
  - ii) The relevant University / Universities and the relevant recognised Postgraduate Training Body(ies) regarding local arrangements for the provision of postgraduate medical education and training.
- e) It is accepted that all Consultants have a significant commitment to training healthcare professionals and will discharge such a commitment on an ongoing basis as this is a core function of the Consultant role. Where the Consultant contributes in a structured manner to or receives any remuneration associated with the education, training or supervision of students, Non-Consultant Hospital Doctors or trainee professionals including members of the multi-disciplinary team totalling more than two hours per week this commitment must be specified in terms of purpose, affiliated Medical School or Training body and role. Such additional commitments must be agreed with the Clinical Director and notified to the Employer.
- f) The Consultant may, with the agreement of the Employer, within the 39 hour commitment, make an explicit further structured and scheduled commitment to educational activities commensurate with his/her role in conjunction with (i) the relevant affiliated Medical/Dental School(s) and (ii) training bodies for postgraduate medical education and training. Such structured and scheduled commitment, responsibility and accountability for same will be agreed with the relevant

Medical/Dental School or training body and will be consistent with the agreed training principles for postgraduate medical education and training<sup>8</sup>. These structured commitments shall be set out in the agreed Clinical Directorate Service Plan.

- g) The Consultant may, in line with Section 9, have the opportunity to restructure his/her commitments to facilitate structured research or educational programme development for a defined period, subject to the agreement of the relevant Employer; funding being identified to support such activity for that period and such research being subject to appropriate research governance and ethics.

## **15) Provisions specific to Academic Consultants**

- a) All terms of this contract are applicable to the holders of Academic Consultant posts which have been approved through the established HSE/HEA process in response to agreed submissions from the relevant University(ies) and clinical Employer(s). The provisions set out in this section are confined to holders of Academic Consultant posts approved by the HSE/HEA<sup>9</sup> and are additional and particular to Academic Consultants.
- b) Academic Consultant posts are joint appointments between Universities<sup>10</sup> and the HSE or its funded agencies. They are structured to ensure a minimum 50% commitment to the academic institution.
- c) The HSE (or HEA, as appropriate), may, following consultation and agreement with the Employer(s), structure Academic Consultant posts at Senior Lecturer and Associate Professor level to reflect a lower commitment<sup>11</sup>, where:
  - i) the nature of the clinical sub-specialty associated with the Academic Consultant post is such that a commitment to clinical duties in excess of 50% is required for the appointee to maintain the required skills and competencies
  - and/or**
  - ii) the academic department does not require an individual structured commitment of 50% to deliver its teaching and research programmes.
- d) Academic Consultants are graded as follows:
  - i) Professor / Consultant;
  - ii) Associate Professor / Consultant;
  - iii) Senior Lecturer / Consultant.

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<sup>8</sup> 'Training Principles to be incorporated into new working arrangements for doctors in training', published by the Medical Education and Training Group, July 2004.

<sup>9</sup> And previously Comhairle na nOspidéal.

<sup>10</sup> For the purposes of this document the term 'University' shall include the Royal College of Surgeons in Ireland.

<sup>11</sup> Structured Academic Consultant posts will have a minimum 30% commitment to the Academic Institution.

The Professor / Consultant, where appointed pursuant to the relevant statutes and regulations of the University, will act as head of the Academic Department or other relevant academic unit, with responsibility for the academic curriculum and administration of the Academic Department or unit<sup>12</sup>.

- e) The Academic Consultant is accountable for the delivery of the clinical component of the post as provided for in the body of this Contract.
- f) The Academic Consultant is accountable via the management and governance structures in place in the University in relation to the delivery of their academic commitment.
- g) The Academic Consultant's role in teaching and training on the University campus extends to the relevant clinical site(s) for both undergraduates and postgraduates and shall, where required include responsibility for relevant University students, teaching, training, assessment, modules and courses.
- h) Management and governance structures in respect of academic activities will be described in a framework developed by the Employer(s) which shall, inter alia, set out the relationship between academic and clinical activities; roles and responsibilities within these structures, including the respective roles of the Clinical Director and the Academic Head of Department(s) and/or other relevant academic unit; have regard to national policy on medical education and training, and standards of medical education and training for basic and specialist medical qualifications set and published by the Medical Council.
- i) The Academic Consultant will fully commit to and play a key role in the development and reform of medical education and training and research in alignment with Government policy. This may include a requirement to participate in and collaborate across University and clinical sites and with postgraduate bodies and the Medical Council on international, national and regional initiatives in academic and related activities.
- j) The rights and obligations implied in the exercise of academic independence are recognised.

## **16) Advocacy**

- a) The Consultant may advocate on behalf of patients / service users or persons awaiting access to service.
- b) Such advocacy should take place within the employment context through the relevant Clinical Director or other line manager.

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<sup>12</sup> The academic governance and management structures in universities are subject to ongoing reform and change and the Academic Departments may no longer be the fundamental organisational unit within these structures.

- c) Information given to the public should be expressed in clear and factual terms. It must never cause unnecessary public concern or personal distress nor should it raise unrealistic expectations.

## **17) Consultative structures**

It is recognised that Consultants organise themselves in groupings within hospitals / health agencies in order to deal with collegiate or non-executive matters. This representative system provides a mechanism to complement and inform the work of corporate management structures including Clinical Directorates. Where these representative structures do not exist, Employers will encourage and support their establishment, provide appropriate administrative support and encourage the fullest participation by all Consultants in the arrangements. The appropriate representative head (Chairperson or Secretary) of such a structure, e.g. Medical Board, Medical Advisory Board, Medical Committee will be accorded a consultative status regarding issues which have a significant effect on the delivery of clinical services within the hospital / health agency commensurate with their important representative function.

## **18) Leave, holidays and rest days, Policies and Procedures**

- a) All leave or planned absences, other than those described under (e) and (f) must have prior approval from the Clinical Director / Employer.
- b) Leave and absences from work will normally be planned and scheduled in advance in conjunction with the Clinical Director / Employer. Leave will be approved by the Clinical Director / line manager in line with agreed rota and service requirements and notice is required in accordance with the Employer's policy.
- c) Annual Leave: The Consultant's annual leave entitlement is 30 working days per annum and as determined by national agreements and the Organisation of Working Time Act 1997. In any given leave year where you do not work a full year, your annual leave will be calculated on a pro-rata basis accordingly.

You are required to take the annual leave to which you are entitled in each annual leave year. No annual leave entitlement unused at the end of an annual leave year can be carried over into the next annual leave year except with the prior consent of your line manager. The maximum number of days that can be carried over into the next annual leave year is five. Any annual leave carried over from one annual leave year to the next must be used within the first three months of the following annual leave year.

If you commence employment with, or leave the employment of, the Executive during an annual leave year, your leave entitlement for that year will be calculated

on a pro-rata basis at the rate of one twelfth of the full entitlement for each complete month of service prior to the annual leave year end.

d) Public Holidays Entitlement:

Public holidays shall be granted in accordance with the Organisation of Working Time Act 1997 as follows:

i) In respect of each public holiday, an employee's entitlement is as follows:

- (1) a paid day off on the public holiday; or
- (2) a paid day off within the month; or
- (3) an extra day's annual leave; or
- (4) an extra day's pay

as the Employer may decide at the rate set out in the Organisation of Working Time (Determination of Pay for Holidays) Regulations, 1997.

e) Sick Leave:

The Consultant may be paid under the Sick Pay Scheme for absences due to illness or injury. Granting of sick pay is subject to a requirement to comply with the Employer's sick leave policy. The Consultant is covered by the Public Service sick leave scheme, details of which are available on the website – [www.hse.ie] or through your Line Manager. The granting of paid sick leave is subject to compliance with the Employer's Managing Attendance Policy and related policies and procedures that are in place from time to time. You are required to provide notification to the Employer of the amount of Illness Benefit/Occupational Injury Benefit that you are eligible to receive from the Department of Employment Affairs and Social Protection during periods of medically certified absences.

You agree to inform the Employer of any legal claims you pursue in respect of any illness or injury which cause you to be absent from work. You agree to repay, out of any proceeds which come into your hands arising from such legal claims, the full amount of the sick pay paid out by the Employer in respect of any illness or injury which causes you to be absent from work. In this regard, you agree to include, as a head of damage, the amount of the sick pay paid out by the Employer to you in respect of the illness or injury which forms the basis of any legal proceedings.

The above clause does not apply in circumstances where the respondent in the relevant proceedings is the Employer.

f) Other Leave:

Details regarding Maternity, Adoptive, Paternity, Parental, Parents, Force Majeure, Bereavement and other leave in accordance with procedures can be obtained from the Employer.



g) Sabbatical Leave / Career Breaks:

The Consultant may apply for Sabbatical Leave or Career breaks in accordance with the terms of the relevant circulars. The Employer has the right to approve or refuse such leave.

h) Leave to provide services abroad:

The Consultant may apply for special leave to provide services in countries where health services are underdeveloped in accordance with the relevant circular. The Employer may grant or refuse such leave.

i) Special Leave

- i) Leave for special circumstances shall be available to the Consultant in accordance with the relevant circulars and subject to the agreement of the Employer.
- ii) In addition and unless otherwise addressed by circular, for Consultants employed by the HSE, the provisions below and those set out in the HSE Employee Handbook apply. For Consultants employed by non-HSE agencies, the provisions below and those set out at Appendix IV apply.

The Employer may grant leave with pay for:

- (1) continuing education or attendance at clinical meetings of societies appropriate to the Consultant's specialty of not more than seven days in any one year excluding travel time.
- (2) attendance at courses, conferences, etc. approved by the Minister for Health and Children and which the Employer is satisfied are relevant to the work on which the Consultant is engaged.
- (3) World Health Organisation or Council of Europe Fellowships.
- (4) Participation in interview panels in other areas/jurisidictions when agreed with Clinical Director/Employer.

j) Rest Days

- i) Consultants with an on-call liability shall have an entitlement to avail of rest days on the following basis:

- (1) 1 : 1 on-call roster entitles the Consultant to 5 days in lieu per 4 week period;
- (2) 1 : 2 on-call roster entitles the Consultant to 3 days in lieu per 4 week period;

Rest days should be taken as soon as possible following the on-call liability to which they relate. Where service demands do not permit them to be taken immediately, rest days may be accumulated:

- for a maximum of six months from the earliest date of the on-call liability to which they relate and at that point they must be availed of or forfeited, **or**
  - for a maximum of three months from the earliest date of the on-call liability to which they relate. If it is not possible to avail of them at the end of the three-month period the Consultant may seek to be compensated for them at a rate equivalent to the daily rate for the type of post which (s)he occupies.
- ii) Consultants with an on-call liability arising from 1: 3 and 1: 4 rosters or otherwise will benefit from rest as set out in HSE guidance on provision of compensatory rest for Consultants issued on 16<sup>th</sup> April 2014.
- k) **Historic Rest Days**
- A Consultant who established an entitlement to historic rest days under the Consultant Contract 1997 (i.e. by 30<sup>th</sup> June 1998) retains such entitlement.
- l) **Other HR Policies**
- All other generally applicable human resource policies, e.g., Flexible Working, Trust in Care, Dignity at Work, Performance Achievement etc. shall apply to the Consultant. As generally applicable human resource policies are updated, the newly updated versions shall apply to the Consultant.
- m) The policies and procedures under this Contract apply to any issues arising following the conclusion of the Contract, irrespective of whether or not they relate to events occurring prior to the conclusion of the Contract.
- n) **Travel and Subsistence**

Travelling and subsistence expenses necessarily incurred in the course of a Consultant's duties shall be met on the basis applicable to persons of appropriate senior status in the public sector. Consultants holding joint appointments or appointments involving a commitment at more than one location will be reimbursed expenses in respect of travel between locations specified in the Clinical Directorate Service Plan and agreed with the Employer(s) if the Consultant is required to work at each base during a single working day.

## **19) Locum Cover**

In the event of the Consultant being absent on a scheduled or unscheduled basis, the Clinical Director / Employer will determine the requirement for locum cover and make necessary arrangements.

The Clinical Director / Employer will work with the Consultant in the development and execution of such arrangements as required.

In exceptional circumstances where either sufficient cover cannot be provided or appropriate locum cover obtained, the Clinical Director / Employer may request the existing Consultants to undertake the routine work of an absent colleague in addition to their scheduled commitment. In such circumstances, appropriate compensation will be agreed with the Clinical Director.

## **20) Sláintecare Public-Only Consultants' Contract**

- a)** Consultants holding this contract shall engage in professional medical/dental practice exclusively for their Employer.
- b)** Professional medical/dental practice encompasses all practice carried out and undertaken by a Consultant. For the avoidance of doubt, it may involve patients who chose to avail of services under Section 52 (1) of the 1970 Health Act (as amended) or patients who are availing of inpatient services under Section 55 of the Health Act 1970 (as amended) within the public health system. It may also involve the provision of outpatient services under Section 56 of the 1970 Health Acts or community services. Where the Employer is providing inpatient services whether under Section 52 or Section 55 of the Health Act 1970 (as amended) or otherwise or outpatient services under Section 56 or otherwise Consultants holding this contract shall receive no private fees/private remuneration for any element of this practice and shall not be entitled to present claims for same.
- c)** Consultants holding this contract shall not engage in any professional medical/dental practice, on- or off-site, outside of the contracted commitment agreed with the Employer.
- d)** For the purposes of this Contract, the following activities shall not be regarded as a breach of the requirement at Clause 20(a) and Clause 20(c):
  - i. Treatment of any patients on behalf of the Employer providing that the Consultant does not charge fees for such services.
  - ii. Professional medical/dental practice for other statutory bodies or bodies designated under legislation as agreed with the Employer providing that the Consultant does not charge fees for such services.
  - iii. Professional medical/dental practice carried out for or on behalf of the Mental Health Commission, the Medical Council, the Coroner, or other Irish statutory bodies, as approved by the Employer.
  - iv. The provision of expert medical/dental opinion relating to insurance claims, preparation of reports for the Courts and Court attendance for patients attending their service for clinical reasons as appropriate to the service.

The Department of Health/HSE may specify additional bodies dealing with public patients or aspects of the public health system to which this clause will also apply. The

use of public facilities for all such activities is subject to the prior agreement of the Employer.

## **21) No Change in Contract Type**

No other Contract or Contract Type shall be available to holders of this Contract. A Consultant who holds this Contract does not have a right to switch to any other Consultant Contract, notwithstanding any previous entitlement the Consultant may have had to do so.

## **22) Salary and other payments**

- a) The Consultant's annual salary shall be as set out in Department of Health salary scales.
- b) Those Consultants appointed as Clinical Directors will receive additional remuneration as specified in Department of Health salary scales.

- c) Saturday, Sunday and Public Holidays:

Structured on-site attendance at weekends and on public holidays will be subject to the following premium payments:

- i) Time +  $\frac{1}{4}$  on Saturdays
- ii) Double time on Sundays and Public Holidays

Such payments will not apply on a day which the Consultant has been rostered to work as part of his/her 5/7 working week. In such circumstances, the Consultant will be eligible for premium rates in accordance with public health sector norms.

- d) Continuing Medical Education / Continuing Professional Development

The Consultant will be provided with appropriate professional competence supports as set out in the Guidance on Continuing Medical Education Supports for Consultants issued by the HSE Medical Education and Training Unit. This provides for a vouched annual allowance of €3,000 which may not be carried over other than in specified exceptional circumstances. It also provides for supports that enable the Consultant to access CME internationally including attendance at international meetings and other activities as appropriate.

- e) Telecommunications

The Consultant shall be reimbursed either the cost of home or mobile phone rental.

- f) B Factor (On-Call) Payments

Payment is as set out in Department of Health salary scales.

g) C Factor (Call-Out) Payments

The Consultant will be eligible for payment on a per call-out basis for the provision of on-site services when:

- i) rostered for on-call duty and is contacted by another medical practitioner in the hospital, by a senior nurse or other member of staff specifically designated for that purpose and attends on-site to provide emergency services;
- ii) rostered for on-call duty and who, in the exercise of his/her professional judgment, attends on-site and performs clinical work of an urgent nature or carries out urgent diagnostic or therapeutic procedures;
- iii) requested by another Consultant to provide on-site services in public hospital / agency to which the Consultant does not have a scheduled commitment and where such services cannot be provided within the Consultant's scheduled commitment as adjusted by the Clinical Director / Employer. This payment shall be on the basis of the equivalent payment per call-out.

The structures and rates for C Factor payments are as set in Department of Health salary scales.

Claims for C-factor payments must be made – where the Consultant is rostered on-duty and available to make the claim and other than in exceptional circumstances – no later than three months from the earliest date of the on-call liability to which they relate.

With the exception of the payments referred to at sub-paragraphs f) and g) above the foregoing rates will be increased in line with general round increases under National Pay Agreements.

h) Pay Administration

- i. You will be paid as per payroll arrangements by pay path, subject to the normal Revenue and statutory deductions required under applicable laws. The frequency will be advised to you on the commencement of your employment. Should you work part-time you will be paid on a pro rata basis.
- ii. You may, under Section 23 of the National Minimum Wage Act, 2000, request from the Employer a written statement of your average hourly rate of pay for any pay reference period (other than this current pay reference period) falling within the twelve month period immediately preceding the request.
- iii. By signing this Contract you agree and authorise the Employer to deduct from your remuneration and other monies payable and reimbursable to you by the Employer

all and any sums due from you to the Employer including, without limitation, any overpayments, loans, advances or payments made on your behalf by the Employer and any deductions arising from any failure by you to return Employer property when requested to do so. The Employer will provide you with details of any such deductions due in advance of the deductions being made.

## **23) Superannuation and Retirement**

### **23.1 Scheme membership**

#### ***23.1A To be used for Single Scheme members***

- i. Based on the information supplied by you, you are deemed to be a member of the Single Public Service Pension Scheme (as defined in the Public Service Pensions (Single Scheme and Other Provisions) Act, 2012). The terms of the Single Public Service Pension Scheme will apply to this appointment.
- ii. The minimum age at which pension is payable is your age of eligibility for payment of the State pension (Contributory).
- iii. Contributions are deductible at 3% of pensionable remuneration and 3.5% of net pensionable remuneration.
- iv. Full details on the Scheme are available at <https://singlepensionscheme.gov.ie/>.

OR

#### ***23.1B To be used for those who are pre-existing scheme members***

- i. Based on the information supplied by you, you are deemed to be a member of [insert relevant pre-existing pension scheme name] and the relevant scheme in relation to Spouses, Civil Partners and Children.
- ii. The minimum age at which pension is payable is [insert minimum pension age in accordance with scheme rules and retirement age legislation]
- iii. Contributions in the main scheme are deductible at the rate of 3.5% of net pensionable remuneration and 1.5% of pensionable remuneration, if fully insured, and 5% of remuneration if not.
- iv. Members of the [insert relevant pre-existing main pension scheme name] must also join the associated scheme for Spouses, Civil Partners and Children and a contribution rate of 1.5% of pensionable remuneration applies for that scheme.
- v. Information on these Schemes will be forwarded to you on request

## **23.2 Retirement Age**

### ***23.2A To be used for Single Scheme members***

Retirement is compulsory on reaching 70 years of age. Tenure will cease on the expiration of this contract or on reaching 70 years of age, whichever is the earlier.

### ***23.2B To be used for pre-existing scheme members who are non “new entrants” under the 2004 Act***

Based on the information supplied by you, in relation to your previous public service employment history, you are deemed to be a “relevant public servant” (as defined in the Public Service Superannuation (Miscellaneous Provisions) Acts 2004 to 2018). As such, retirement is compulsory on reaching 70 years of age. Tenure will cease on the expiration of this contract or on reaching 70 years of age, whichever is the earlier.

### ***23.2C To be used for pre-existing scheme members who are “new entrants” under the 2004 Act***

Based on the information supplied by you in relation to your previous public service employment history, you are deemed to be a new entrant (as defined in the Public Service Superannuation (Miscellaneous Provisions) Act 2004) with no requirement to retire on age grounds. Tenure will cease on the expiration of this contract.

### ***23.2D To be used for appointees who are not entitled to pension scheme access***

Tenure will cease on the expiration of this contract.

## **23.3 Limitation on Pension Accrual**

Section 52(6) of the Public Service Pensions (Single Scheme and Other Provisions) Act, 2012 limits the amount of pensionable service an individual may accrue across all pre-existing public service schemes (non-Single Scheme terms) to a maximum of forty years or equivalent; where pensionable service exceeds forty years on 28 July 2012, section 52(7) provides that they may retain the benefit of that service. This may have implications if you have acquired pension rights in a previous public service employment. Department of Public Expenditure & Reform Circular 13/2020, which is available on the website <https://www.gov.ie/en/circulars/>, provides guidance on the method of calculating pension entitlements in such cases.

## **23.4 Previous Public Service Entitlements and Pension Abatement**

**Declaration:** You are required to declare any entitlements to a public service pension/retirement benefit (in payment or preserved) from any other public service employment and/or where you have received a payment-in-lieu in respect of service in any public service employment in accordance with section 51 of Single Pension Scheme Act 2012.

**Abatement:** If you are in receipt of a public service pension, or due to receive a public pension during the term of your employment, your pension may be subject to abatement for the duration of your employment in accordance with section 52 of the Public Service

Pensions (Single Scheme and Other Provisions) Act 2012. Changes to your pay and/or public service pensions during your re-employment will cause the level of abatement to be reviewed. It is your responsibility to notify your pension paying authority of such changes. Any overpayments arising may be recouped through your pension in accordance with normal procedures.

Previous ISER/VR/VER entitlements: If you have previously availed of an incentivised scheme for early retirement (ISER) or voluntary early retirement (VER)/voluntary redundancy (VR) arrangements/schemes in the public service and in accordance with their terms were still deemed eligible for appointment to this post, you are required to declare any benefits acquired under such schemes, and the implications of your new appointment on your ISER/VER/VR benefits will be determined by the HSE in consultation with the Department of Health and the Department of Public Expenditure and Reform in accordance the terms and policies governing the ISER/VER/VR in question.

Ill-Health Retirement Pensions: Where you have retired from a Civil/Public Service body on the grounds of ill-health, your pension from that employment may be subject to review in accordance with the rules of ill-health retirement within the pension scheme of that employment.

### **23.5 Additional Superannuation Contribution**

***(to be used for those that are members of a pension scheme)***

This appointment is subject to the Additional Superannuation Contribution (ASC) in accordance with Part 4 of the Public Service Pay and Pensions Act 2017. ASC is payable in addition to those contributions payable in respect of membership of your main superannuation scheme and/or spouses', civil partners' and children's pension scheme.

## **24) Confidentiality**

In the course of your employment you may have access to, or come across information concerning the medical or personal affairs of patient/service users, and/or staff or any other health service business. Such records and information is strictly confidential and unless acting on the instructions of the Employer, on no account shall you discuss or disclose any information of a confidential nature except in the performance of normal duty. In addition, records must never be left in such a manner that unauthorised persons can obtain access to them and must be kept in safe custody when no longer required. This duty of confidentiality will continue to apply after this Contract terminates.



## 25) Records / Property

- a) The Consultant should take all reasonable measures to ensure that records are stored in such a manner that ensures confidentiality, security and ready accessibility for clinical staff when required for patient management.
- b) The Consultant shall not remove from the employment location any records in any format, electronic or otherwise, belonging to the Employer / Health Service Executive at any time without having authorisation. Such authorisation will be issued in advance of the first instance and apply thereafter.
- c) The Consultant will return to the Employer / Health Service Executive upon request, and, in any event, upon the termination of his/her employment, all records and property and equipment belonging to the Employer / Health Service Executive which are in his/her possession or control. For the avoidance of doubt, this includes all laptops, mobile phones, documents, papers, memorandums, disks, USB storage devices, files, accounts and any other devices or papers including private notes and memoranda concerning the Employer and its service users and all copies and extracts of them made or acquired by you in the course of your employment. Failure to return to the Employer property such as a laptop or mobile phone on termination of your employment may result in the value of it being deducted from your last payment.

## 26) Clinical Indemnity

- a) The Consultant will be provided with an indemnity against the cost of meeting claims for personal injury arising out of bona fide actions taken in the course of his/her employment.
- b) This indemnity is in addition to the Employer's(s') Public Liability / Professional Indemnity / Employer's(s') Liability in respect of the Consultant's non-clinical duties arising under this contract.
- c) Notwithstanding (a) above, the Consultant is strongly advised and encouraged to take out supplementary membership with a defence organisation or insurer of his/her choice, so that (s)he has adequate cover for matters not covered by this indemnity such as representation at disciplinary and fitness to practise hearings or Good Samaritan acts outside of the jurisdiction of the Republic of Ireland.
- d) Under the terms of this indemnity the Consultant is required to report to an officer designated by the Employer in such form which may be prescribed, all adverse incidents which might give rise to a claim and to otherwise participate in the Employer's risk management programme as may be required from time to time. In the event that an adverse incident is first reported by a third party, the Consultant/Head of Department should be notified as soon as practicable.

## **27) Grievance and Disputes Procedure**

In the case of a dispute arising regarding these terms and conditions, the Employer and Consultant will have recourse to and, as necessary, complete the standard employee grievance procedure. Details of the Grievance Procedure are available from your Line Manager or on the HSE's website – [www.hse.ie]. Should you have a grievance you should follow this Grievance Procedure. Any update to the standard grievance policy will apply to the holder of this contract.

## **28) Conflict of Interest / Ethics in Public Office / Code of Conduct**

- a) Each Consultant should refrain from knowingly engaging in any outside matter that might give rise to a conflict of interest.
- b) If in doubt (s)he should consult the relevant Clinical Director / Employer and subject to a right of appeal, any direction given must be followed.

The term 'you' is used in the remainder of this section to refer to the Consultant.

- c) Should you occupy a designated position of employment<sup>13</sup> under the Ethics in Public Office Acts 1995 and 2001, you are required, in accordance with Section 18 of the Ethics in Public Office Act 1995, to prepare and furnish an annual statement of any interests which could materially influence you in the performance of your official functions.
  - I. by Consultants employed by the Health Service Executive to the Chief Executive Officer Health Service Executive;
  - II. by Consultants employed by HSE funded agencies to the Chief Executive of the agency;
  - III. not later than 31<sup>st</sup> January in the following year.
- d) In addition to the annual statement, you must whenever you are performing a function as an employee and you have actual knowledge that you, or a connected person, has a material interest in a matter to which the function relates, provide at the time a statement of the facts of that interest. You should provide such statement to the Chief Executive Officer. The function in question cannot be performed unless there are compelling reasons to do so and, if this is the case, those compelling reasons must be stated in writing and must be provided to the Chief Executive Officer.

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<sup>13</sup> Applicable to those employees in public service whose remuneration is not less than the maximum salary of a Principal Officer (General Service Grade) in the Civil Service (i.e. €95,661(ppc) with effect from 1 October 2020).

- e) Under the Standards in Public Office Act 2001, you must within nine months of the date of your appointment provide the following documents to the Standards in Public Office Commission at 18 Lower Lesson Street, Dublin 2:
- i. A Statutory Declaration, which has been made by you not more than one month before or after the date of your appointment, attesting to compliance with the tax obligations set out in section 25(1) of the Standards in Public Office Act and declaring that nothing in section 25(2) prevents the issue to you of a tax clearance certificate and either
    - i. a Tax Clearance Certificate issued by the Collector-General not more than 9 months before or after the date of your appointment
    - or**
    - ii. an Application Statement issued by the Collector-General not more than 9 months before or after the date of your appointment.
  - f) You are required under the Ethics in Public Office Acts 1995 and 2001 to act in accordance with any guidelines or advice published or given by the Standards in Public Office Commission. Guidelines for public servants on compliance with the provisions of the Ethics in Public Office Acts 1995 and 2001 are available on the Standards Commission's website <http://www.sipo.gov.ie/>.
  - g) You are required to abide by the Code of Conduct for Health and Social Service Providers, or other Code that may be published by the Employer from time to time. This is available on the HSE website [www.hse.ie]. Failure to abide by the terms of the Code may result in disciplinary action up to and including dismissal.

## **29) Acceptance of Contract**

- a) This Contract, the associated Terms and Conditions and Appendices and terms expressly incorporated by reference or by statute contain the terms of the Consultant's employment with \_\_\_\_\_ (insert name of Employer).
- b) The Consultant confirms his/her agreement to the following declaration by signing below:
  - i. I declare that I am not the subject of any investigation by a medical registration or licensing body or authority in any jurisdiction with regard to my medical practice or conduct as a practitioner. I have not been suspended from registration nor had my registration or licence cancelled or revoked by any medical registration or licensing body or authority in any jurisdiction in the last ten years nor am I the subject of any current suspension or any restrictions on practise. Also, I confirm that I am not aware that I am the subject of any criminal investigation by the police in any jurisdiction.

- ii. I am aware of the qualifications and particulars of this position and I hereby declare that all the particulars furnished by me are true. I hereby declare that to the best of my knowledge there is nothing that would adversely affect the position of trust in which I would be placed by virtue of this appointment.
- iii. I understand that any false or misleading information submitted by me will render me liable to automatic disqualification or termination of employment if already employed. I understand that this appointment is subject to the receipt of appropriate registration with the Medical Council/Dental Council, satisfactory references, Garda/Police Clearance and Occupational Health clearance.

**Name (Block Capitals):** \_\_\_\_\_

**Signature of Consultant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

- iv. I have read and understood the Medical Council's 'Guide to Ethical Conduct and Behaviour' / Dental Council guidance on ethical conduct and behaviour and any other relevant guidance provided by the relevant Council in relation to ethical or professional conduct. I undertake to apply the relevant Council's ethical and professional conduct guidance to the clinical and professional situations in which I may work.
- v. I have read this document and I hereby accept the post of \_\_\_\_\_ in accordance with the terms and conditions specified and I undertake to commence duty on:

**Name (Block Capitals):** \_\_\_\_\_

**Signature of Consultant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employer (Block Capitals):** \_\_\_\_\_

**Signature on behalf of Employer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Section B – Appendices

Draft

## **Appendix I – HSE Letter of Approval**

*(The HSE Letter of Approval is individual to each post and will be inserted at this section of each contract)*

Draft

## **Appendix II – Clinical Directorate Service Plan**

### **Clinical Directorate Service Plans – Consultant Assignment / Work Schedules**

#### **1. Introduction**

**Service planning will support the implementation of national models of care and guidelines, quality initiatives and the audit of the models and initiatives.**

- Provisions for organisation and delivery of services at the front-line at operational level are set out primarily in Directorate Service Plans.
- The Plan is concerned, inter alia, with specifying resources / funding available (including workforce, facilities etc.) and how these are deployed in delivering services. The plan specifies quantity of services to be delivered and quality / outcomes parameters to apply thereto.
- The Consultant is simultaneously the key directorate resource with respect to service delivery and the core decision-maker regarding utilisation of resources of the Directorate and the organisation generally.
- It is accordingly centrally important that the Consultant's contribution at individual level is scheduled into the Directorate Service Plan over designated parameters (i.e. assignments, services etc.)
- This paper sets out high level provisions to apply in the regard. These provisions are likely to develop considerably over time. Further development of these issues will also be required at local level.

#### **2. Directorate Service Plan**

- The Directorate Service Plan is developed and executed at two levels as follows:
  - Corporate/Regional Health Area level: As part of the overall Service Plan of the organisation. Set at high level. Progressed and reported on quarterly.
  - Directorate level: As part of the operations provisions of the Directorate. Set at directorate level. Developed, progressed and reported on monthly.
- Individual Consultant assignment / work schedules are incorporated as part of the latter.
- Responsibility for development and execution of the Directorate Service Plan lies with the Clinical Director. This is effected with the full participation of Directorate personnel.
- In developing the Directorate Service Plan the Clinical Director, inter alia,

- Quantifies the total resources available to the Directorate/Regional Health Area service for the forthcoming year / month
- Specifies services to be delivered through these resources in quantity and qualitative terms on an annual / monthly basis
- Explores and determines with key personnel (including Consultants) how to deploy resources in a manner which optimises service delivery, quantity and quality in the context of requirements set out in the Corporate Service Plan
- Determines the monthly assignment / work schedule for Consultants and how each Consultant's commitment will be discharged in achievement of the planned level of service determined for the Directorate.

### **3. Consultant Assignment / Work Schedules**

The Directorate Service Plan shall support the implementation of national models of care and guidelines and audit of same, and QI initiatives.

The Directorate Service Plan incorporates, inter alia, Consultant assignment and work schedules set at both service and personal levels monthly. Service plans include patient care, quality initiatives, research and audit aims for the directorate for the relevant year. Sample assignment / work schedule documentation is attached.

### **4. Reporting on Directorate / Consultant Performance against Service Plans**

Reports on Directorate / Consultant performance against targets set in the Service Plans are produced on a monthly basis. Typically, these are provided at the following levels:

- Directorate/service
- Specialty
- Consultant

Sample outline of a performance report is attached.

### **5. General**

This document addresses Directorate Service Plans at a high framework level. Detailed provisions in this respect will be developed at local level within the parameters set out herein.



## Clinical Directorate/Regional Health Area Plan

### Consultant Assignment Schedule:

Month: \_\_\_\_\_

Clinical Directorate Work Schedule – Location and Activity									
Service Commitment	Absence / leave	O P D	Ward Rounds / Inpatient care	Theatre / Day Theatre	On-call	Quality & Risk (incl. Audit)	Medical Education Training and Research	Statutory Commitment	CME / CPD (protected time)
Day of month									
1 <sup>st</sup>	Am								
	Pm								
2 <sup>nd</sup>	Am								
	Pm								
3 <sup>rd</sup>	Am								
	Pm								
4 <sup>th</sup>	Am								
	Pm								
5 <sup>th</sup>	Am								
	Pm								
6 <sup>th</sup>	Am								
	Pm								
7 <sup>th</sup>	Am								
	Pm								
8 <sup>th</sup>	Am								
	Pm								
9 <sup>th</sup>	Am								
	Pm								
10 <sup>th</sup>	Am								
	Pm								
11 <sup>th</sup>	Am								
	Pm								
Etc.	Am								
	Pm								

Consultant Work Schedule – Month										
Service Commitment		Absence / leave	O P D	Ward Rounds / Inpatient care	Theatre / Day Theatre	On-call	Quality & Risk (incl. Audit)	Medical Education Training and Research	Statutory Commitment	CME / CPD (protected time)
Day of month										
1 <sup>st</sup>	Am									
	Pm									
2 <sup>nd</sup>	Am									
	Pm									
3 <sup>rd</sup>	Am									
	Pm									
4 <sup>th</sup>	Am									
	Pm									
5 <sup>th</sup>	Am									
	Pm									
6 <sup>th</sup>	Am									
	Pm									
7 <sup>th</sup>	Am									
	Pm									
8 <sup>th</sup>	Am									
	Pm									
9 <sup>th</sup>	Am									
	Pm									
10 <sup>th</sup>	Am									
	Pm									
11 <sup>th</sup>	Am									
	Pm									
Etc.	Am									
	Pm									

Performance Report – at Directorate, specialty / sub-specialty and Consultant level Planned vs. Actual _____ (month)						
Areas of Focus	Planned			Actual		
	Public	Private	Total	Public	Private	Total
<b>In-Patient Measures</b> ..... .....						
<b>Day Patient Measures</b> ..... .....						
<b>Out-Patient Measures</b> ..... .....						
<b>Ed Measures</b> ..... .....						
<b>Other Measures</b> ..... .....						
<b>Quality Performance Indicators</b>						
<ul style="list-style-type: none"> <li>• <b>Corporate</b> ..... .....</li> </ul>						
<ul style="list-style-type: none"> <li>• <b>Management</b> ..... .....</li> </ul>						
<ul style="list-style-type: none"> <li>• <b>Operational</b> ..... .....</li> </ul>						
<ul style="list-style-type: none"> <li>• <b>Clinical (including outcomes)</b> ..... .....</li> </ul>						

## **Appendix III – Consultants in Management - Clinical Director Appointment and Profile**

### **Appointment of Clinical Directors**

- 1) The post of Clinical Director is an Executive position, appointed by the Employer.
- 2) It is recognised that for an appointee to function effectively as a Clinical Director (s)he would require the general confidence and support of Consultant colleagues and management.
- 3) The normal appointment process for a Clinical Director is as follows:
  - a) Applications are invited in a formal manner from all Consultants in the eligible Consultant grouping
  - b) All applicants are interviewed
  - c) Interview panel to comprise:
    - i) Chair
    - ii) 2 x management / board representatives
    - iii) 2 x Consultant representatives of whom one will be a member of the directorate grouping and the other, a non-directorate grouping member

In the case of academic appointments the interview board will include a Consultant Academic attached to the relevant Academic School.
- 4) In recognition of the importance of securing confidence of all parties in these new provisions, appointment in the first instance will be for two years, made on the following basis:
  - a) Applications are invited in a formal manner from all Consultants in the eligible Consultant grouping.
  - b) The body of Consultants within the Directorate may nominate a candidate agreed by all members of the group for the post to the Employer. In the event of an agreed nomination being secured and submitted in writing, signed by all members of the grouping, the nominee, if acceptable to the Employer, will be appointed to the post.
  - c) In the event that no such agreed candidate emerges, the normal process will apply.

### **Clinical Director Profile**

- 1) A Clinical Director may cover one speciality area or a range of specialities. Each Directorate is headed by a Clinical Director, generally supported by a Nurse Manager and a Business Manager.
- 2) A Clinical Director will be a Medical/Dental Consultant Contract holder of the relevant Clinical Directorate, appointed by the employing authority.
- 3) The primary role of a Clinical Director is to deploy and manage Consultants and other resources, plan how services are delivered, contribute to the process of strategic planning and influence and respond to organisational priorities. This will involve responsibility for agreeing an annual Directorate Service Plan, identifying service development priorities and aligning Directorate Service Plans with Hospital or Network Plans.
- 4) Executive power, authority and accountability for planning and developing services for and managing available resources (direct or indirect) by the Clinical Directorate are delegated from the Employer.
- 5) Clinical Directors report to (in a voluntary hospital or agency: the Chief Executive; under the Health Service Executive: Hospital Manager, the Hospital Network Manager, the Local Health Manager or the Assistant National Director, HSE PCCC Directorate, as appropriate.
- 6) The Clinical Director is accountable for resources used, directly and indirectly, by the Directorate and the transformation of these resource inputs into pre-planned and commensurate levels of service output in line with clinical need and as defined in patient service or other relevant terms and agreed with the Employer.
- 7) Each member of staff in the Directorate has a reporting relationship, through their line manager, to the Clinical Director. Each Consultant reports to the Clinical Director.
- 8) The role of the Clinical Director is exercised within the framework of prevailing corporate policy in areas including clinical assurance and effectiveness, quality assurance, Personnel, Finance, ICT, Estates and subject to budgetary and allocation constraints.
- 9) The principal duties and responsibilities of the Clinical Director include:
  - a) Provision of strategic input and clinical advice;
  - b) Leading the development and execution of a Service Plan for the Directorate.
  - c) Monitoring and controlling actual performance of the Directorate against planned clinical, business and budgetary performance indicators.
  - d) Identifying service development priorities and annual budget bids.
  - e) Implement the clinical audit function within the Directorate.

- f) Developing Practice Plans with individual Consultants and monitoring implementation.
- g) Fostering and implementing team working within the Directorate.
- h) Implementing the measures required to meet accreditation requirements
- i) Implementing and compliance with risk management policy and provisions.
- j) Participating in the grievance and disciplinary procedures in line with corporate policy.
- k) Ensure a consistency of approach across the Directorate in relation to application of corporate and ethical standards / clinical protocols in accordance with best practice.
- l) Contributing to effective communications within the Directorate, across the hospital / service and with external stakeholders.
- m) Supporting clinical training and continuing professional development throughout the Directorate.
- n) Fostering a culture of teaching and research within the Directorate.
- o) Participating in the recruitment of permanent, temporary and locum staff as required.
- p) Engaging with Service Users and Representatives and actively include the Service User perspective in Service Management.
- q) Clinical Directors in Psychiatry have specific duties pursuant to the Mental Health Act, 2001.

Remuneration will be at the rate specified in the DoH consolidated Salary Scales, payable for the contracted period, remuneration will automatically cease on the last day of the contracted period.

## **Appendix IV– Special leave provisions for Consultants in non-HSE employment**

These provisions are in addition to those set out in Section 18 (i).

The Employer may grant leave with pay:

- a) To a Consultant appointed by a Minister of State to be a member of any Commission, Committee of Statutory Board or a Director of a Company to enable him/her to attend meetings of the body in question.
- b) To a Consultant invited by the Public Appointments Service, a Government Department, the HSE, or a local or other public authority, to act on a selection board to enable him/her to serve on the Board.
- c) For annual training with the Defence Forces / Reserves for one week. Subsequent leave is without pay.
- d) For up to three days on the serious illness or death of a near relative.
- e) When the Consultant is a candidate for a post, advertised by the Public Appointments Service, a Government Department, the HSE, or a local or other public authority for a maximum of six days with pay in any one year, to enable him/her to appear before such selection board.
- f) To the Consultant for the purpose of attending clinical meetings of societies appropriate to his/her specialty of not more than seven days with pay, in any one year (exclusive of travel time).

## Appendix V – Committees to advise HSE on Consultant Applications

### Health Service Executive

#### Consultant Applications Advisory Committee

##### Terms of Reference

<b>Establishment</b>	The Consultant Applications Advisory Committee (CAAC) will be established by the CEO of the HSE.
<b>Purpose</b>	<p>The purpose of the CAAC is to provide independent and objective advice to the HSE on applications for Consultants and qualifications for Consultant posts.</p> <p>The CAAC provides a significant opportunity for Consultants to contribute their expertise and professional knowledge to the decision-making process for the development of Consultant services throughout the country.</p>
<b>Membership</b>	<p>Membership will comprise</p> <ul style="list-style-type: none"><li>(i) An independent Chair;</li><li>(ii) Senior HSE representatives</li><li>(iii) Consultant representatives covering the nine relevant medical specialties (anaesthesia, emergency medicine, medicine, pathology, paediatrics, psychiatry, obstetrics &amp; gynaecology, radiology, surgery). These members will be selected by the CEO from a pool comprising the Chairs of the Expert Advisory Groups and proposed nominees of the training bodies such as the Chairpersons and Honorary Secretaries;</li><li>(iv) Patient advocacy groups;</li><li>(v) Voluntary hospital CEO.</li><li>(vi) 2 representatives of each of the Irish Hospital Consultants Association and Irish Medical Organisation</li></ul> <p>Members will be appointed by the CEO. Factors such as gender mix and geographic spread will be taken into account in the selection of members.</p>
<b>Modus Operandi</b>	<p>It is envisaged that the CAAC will meet every 2 months, or more often as required.</p> <p>The members of the CAAC will consider applications (new and replacement) submitted to it which have been processed by the Consultants Division. All posts presented to the CAAC will have received financial clearance from the relevant service Directorate.</p>



The officials of the Consultants Division, HSE will prepare background information on and initial analysis of each application and will present this to the CAAC.

The CAAC will consider each application in the context of information received from the officials of the Consultants Division, published policy, workload statistics, precedent, literature review, professional advice & knowledge, developments in medical education and training, relevant local information, demography, workload statistics and any other relevant advice (e.g. from Expert Advisory Groups).

The CAAC will provide advice in relation to each individual application. Advice could include;

- (i) recommendation to approve the post.
- (ii) recommendation to seek clarification of aspects of the post or aspects of policy not already clarified by the Consultants Division.
- (iii) recommendation to amend the structure, sessional commitment etc.
- (iv) recommendation to refuse approval to the post.

The CAAC will also provide advice to the HSE on the appropriate qualifications for Consultant posts.

Other functions may be assigned by the National Director, Human Resources, following discussion with the Committee.

Advice provided by the CAAC will be forwarded by the Head of the Consultants Division to the National Director, Human Resources, to whom responsibility for the regulation of Consultant posts has been delegated by the CEO of the HSE. The National Director will in turn regulate each post taking into account the advice provided. The recruitment and appointment of Consultants and related staff is approved by the National Employment Monitoring Unit in accordance with the Employment Control Framework approved by the Board of the HSE.

The National Director, Human Resources, provides regular updates to the Board of the HSE on the Consultant posts recommended for approval.

#### **Executive Support**

The CAAC will be supported by the officials of the Consultants Division, HSE.