

RURAL PRACTICE SUPPORT FRAMEWORK (RPSF) FOR GP SERVICES IN REMOTE RURAL AREAS

1. BACKGROUND/CONTEXT

The current arrangements date back to 1972 and the governing circular(s) are out-dated, lack specificity, are open to differing interpretations in respect of key criteria and are considered to be overly restrictive in terms of the residency requirements imposed on GPs.

The Memorandum of Understanding (MoU) between the Irish Medical Organisation, Department of Health and HSE sets out the basis for negotiation of a new GP contract to replace the existing GMS contract. Support for rural practice is one of the priority agenda items under the Memorandum of Understanding.

All parties to the negotiations (IMO, HSE and DoH) are of the view that the current arrangements are no longer achieving the intended objectives of attracting and retaining GP services in remote rural areas having regard to the needs and aspirations of such communities and of General Practitioners. There is a requirement to strengthen and widen the supports available to GPs in remote rural areas in respect of GP's who hold GMS Capitation Contracts. Accordingly a new Rural Practice Support Framework and criteria has been agreed between the parties to the negotiations process and are set out herein.

The commencement date for this Agreement is 1st May 2016.

2. CRITERIA FOR ELIGIBILITY

It has been agreed that GMS GPs who are in a GMS practice in an area which has a population of less than or equal to 2,000 within a 4.8km radius of the GP's principal practice address will be eligible for the new Support Framework.

Under the new criteria:

- GPs will be required to live within a reasonable distance of the centre, subject to the prior approval of the HSE.

This is an alternative to the current requirement where the GP is required to live in the immediate centre in which his/her practice is located.

- The Support Framework for GPs in remote rural areas will also be extended to established group practices which are in a qualifying area and will not be restricted to single handed practitioners only.

Previously the Rural Practice Allowance was only payable to single handed practitioners. While some of these practitioners subsequently entered into partnerships, there was ambiguity in the circular with regard to group practice arrangements.

- The new Support Framework for GPs in remote rural areas will also be available in a modified form where there are two eligible GMS practice units in a qualifying area.

Under the previous criteria, the Rural Practice Allowance was only available where there was no other GMS GP in the area.

NOTE: For the purposes of this circular an eligible practice unit may consist of a single handed practitioner, a partnership or a group practice.

NOTE: for the purposes of this agreement 2 GP's operating in a flexible/shared contract arrangement will be considered as holding a permanent GMS contract.

NOTE: The HSE/Department of Health has carried out a detailed mapping exercise to provide an evidence base for the population criteria on a new Support Framework. The exercise was carried out with the support of the HSE's Health Intelligence Unit (HIU).

3. RESTRICTIONS ON ELIGIBILITY

There are certain restrictions on qualification for the new Support Framework. These are as follows:

- Where there are three practice units or more in a qualifying area the Support Framework will not apply.
- No practice unit may benefit from more than one Rural Practice Support Framework arrangement.

4. NEW RURAL PRACTICE SUPPORT FRAMEWORK

A GMS practice unit which meets the criteria above will be entitled to the maximum allowable practice support subsidies, annual and study leave locum contribution, medical indemnity refund and a financial allowance of €20,000 per annum.

A modified Support will be available in the situation where there are two eligible practice units in the same qualifying area. This consists of maximum allowable practice support subsidies, annual and study leave locum contribution and medical indemnity refund. A financial allowance of €10,000 per annum per practice unit is available to both eligible practice units in the area.

Eligible group practice units may designate one GMS GP member's GMS panel for the purpose of calculating practice support subsidies, annual and study leave locum contributions and medical indemnity refunds. An eligible group practice unit will have 12 months from the commencement date of this Agreement to opt to designate the GMS panel in the group practice for the purpose of such calculations.

In circumstances where, on a date following the commencement date of this Agreement, a new GP enters the GMS in a qualifying area where a practice unit is already in receipt of the Rural Practice Support Framework the new entrant will not be eligible to receive the benefits of this Support Framework.

In circumstances where the new entrant on a date subsequent to the commencement date of this Agreement, subject to the agreement of the existing practice unit, enters into a formal group practice/partnership with the existing practice unit and provides services from the same centre of practice, the existing Rural Practice Support Framework will continue to apply to the resulting group practice unit. There will be no change to entitlements of a practice unit in the event of a new GP establishing a practice in their area.

- (a) **Holders of a permanent GMS contract who are in a practice unit which meets the new criteria and who, immediately prior to the commencement date of this Agreement, are in receipt of a Rural Practice Allowance** will, where they so opt, have access to the new Rural Practice Support Framework.

In circumstances where upon review in 2024 the practice unit is deemed not to meet the criteria of this new framework, the original recipient of the Rural Practice Allowance and associated benefits will revert to the benefits of the previous arrangement as enjoyed immediately prior to the introduction of this Agreement, until he/she exits the GMS.

- (b) **Holders of a permanent GMS contract, who are in a practice unit, who meet the new criteria** but who, immediately prior to the implementation date of this Rural Practice Support Framework, were not in receipt of a Rural Practice Allowance will be entitled to access the new Rural Practice Support Framework.

- (c) **Two Eligible Practice units in the same qualifying area**

Following the commencement date of this Agreement, in situations where there are two eligible practice units (who are not currently in receipt of an RPA) in the same qualifying area, they may still apply for modified support under the Support Framework. This will consist of the maximum allowable practice support subsidies, annual and study leave locum contribution and medical indemnity refund as well as 50% of the financial allowance (50% of the financial allowance would currently amount to €10,000). Previously, in order to qualify for the RPA, there was a requirement that there could only be one GMS GP in the area.

Where there are 2 eligible practice units in the same qualifying area, one of whom held the RPA immediately prior to the commencement date of this Agreement, the eligible Practice Unit which held the RPA will be entitled to access the full RPSF, while the 2nd eligible practice will be entitled to access the modified RPSF detailed above.

- (d) **Should two single handed GMS GPs in a qualifying area wish to join together into a partnership** then the full benefit of the Support Framework (i.e. maximum allowable practice supports, annual and study leave locum contribution and medical indemnity refund), will apply to whichever GP's panel is nominated by the partnership arrangement.

To enter into such an arrangement, both GPs should either operate from the ~~one~~ same practice centre or have a dual centre partnership, provided that both GMS GPs in the partnership arrangement have their existing practice premises in the relevant qualifying area.

Where there are two eligible single practice units in the same qualifying area then they may either apply for the modified support as per 4 (c) above or they may enter into a partnership so that the new practice unit can avail of the Support Framework.

Likewise if a single handed GP wishes to join with an eligible group practice unit in the same qualifying area then subject to the agreement of the existing group practice unit he/she may do so and the resulting group practice unit may then avail of the RPSF.

(e) Single Handed GP who wishes to join a Group Practice not in the immediate area.

A Single handed GP who qualifies under the Rural Practice Support Framework may, join up with other GMS GPs whose practices are proximate but not within the designated remote rural area to form a group practice arrangement. (The main centre of practice of the latter must be neighbouring or adjacent to the rural practice area). In these circumstances the newly formed unit, subject to the conditions set out below, will retain the benefits of the RPSF, provided that the existing level of contracted hours for GP services is maintained in the remote rural area. All such arrangements in this regard must have the prior approval of the HSE following consultation with the IMO. To retain these entitlements the contracting GP shall normally provide services in person to the designated remote rural area. Any changes to the contracted hours in the remote rural area shall require the prior approval of the HSE following consultation with the IMO.

In such circumstances, the new group practice unit will receive the appropriate annual allowance and the maximum allowable practice support subsidies, annual and study leave locum contributions, and medical indemnity refunds which will be calculated based on the GMS panel of the single handed GP who is entering the new group practice configuration.

5. EXISTING RURAL PRACTICE HOLDERS WHO DO NOT MEET THE NEW CRITERIA

Holders of a permanent GMS contract who do not meet the criteria under this arrangement but who, immediately prior to the commencement date of this Agreement, are in receipt of a Rural Practice Allowance will continue to enjoy the benefits of the RPA on a personal basis until they retire/resign from their GMS contract in accordance with the arrangements that pre date this Agreement provided they retain their contractual commitment to the remote rural area.

Furthermore, in the event that a GP who does not meet the new criteria, but currently holds an RPA, exits the GMS in advance of the review date (i.e. 2024), the RPA will continue on to his her/successor but it will be clearly advertised or notified to the incoming GP that the RPA will be in place for that GP for the remainder of the period up to 2024 only.

6. GMS VACANCIES

Vacancies arising in the remote rural area will be filled in accordance with the GMS contract as amended by circulars. Where the area fulfils the new criteria, the post will be advertised with the Rural Practice Support Framework. At all times, the intention should be to ensure there is no diminution in the number of GMS GPs in the area or in the level of service provided to the patients in that area.

Furthermore, in the event that a GP who does not meet these new criteria but currently holds an RPA exits the GMS in advance of the review date (i.e. 2024) the RPA will continue on to his her/successor but it will be clearly advertised or notified to the incoming GP that the RPA will be in place for that GP for the remainder of the period up to 2024 only.

7. REVIEW

The Rural Practice Support Framework will be reviewed in 2024, with the subsequent review taking place in 2032 and every 5 years thereafter. All applicants who continue to meet the criteria will continue to receive the benefit of the Support Framework at that time. The IMO, HSE and Department of Health will examine the criteria at that time and ensure that they remain current and are achieving their objectives of attracting and retaining GP services in remote rural areas.

8. ALTERATION TO AGREEMENT

This agreement, or the interpretation of same, will not be altered unless otherwise agreed with the IMO under the Framework Agreement of June 2014 between the IMO, Department of Health and HSE.

Where disputes arise under this agreement, they will be dealt with in accordance with the disputes process as set out in the Under-6 GP Contract.