

AGREEMENT BETWEEN

DEPARTMENT OF HEALTH & CHILDREN AND THE IRISH MEDICAL
ORGANISATION IN RESPECT OF A CONTRACT BETWEEN HEALTH BOARDS
AND GENERAL PRACTITIONERS FOR THE PROVISION OF MEDICAL AND
SURGICAL SERVICES FOR MOTHERS AND INFANTS UNDER SECTION 62 AND
63 OF THE HEALTH ACT 1970

date : November, 1999


Agreement for the provisions of medical and surgical services
for mothers and infants under Section 62 and 63 of the
Health Act 1970

I (hereafter called the "Contracting Medical Practitioner")
having practice premises at
and being a registered medical practitioner, entered in the Register of Medical Practitioners
maintained by the Medical Council in that name, practising in the State and having medical
protection insurance, hereby agree to provide medical and surgical services in accordance
with the terms and conditions set out in the Schedule to this Agreement.

Signed (Signature of the medical practitioner)

Date of Birth/...../.....

Signed C.E.O.Health Board



Schedule

1. Services to be provided

The contracting general practitioner will provide an agreed programme of ante-natal and post-natal care as outlined in Appendix 1.

2. Fees

The Scheme provides for a schedule of visits set out in Appendix 1. The following fees are payable in respect of agreements entered into after 1 June 1998:-


in respect of visit 1.	£ 25
in respect of visits 2 to 8.	£18 per visit
in respect of visit 9.	£ 25

Where complete services are provided a fee of £158 is payable for first pregnancies and £176 for all other pregnancies.

Care in respect of illnesses which are co-incidental with but not related to pregnancy do not form part of the Scheme. Where additional visits are required by patients suffering from major conditions e.g. diabetes, hypertension, a fee of £18 per visit, subject to a maximum of 5 visits, will be paid.

The diagnosis of pregnancy forms part of the Scheme and the pregnancy testing kits will be provided by the health board.

Each element of the total fee will be paid on the basis of the professional service provided i.e. no payment will be made where the appropriate professional service is not provided.



Where a General Practitioner is required to attend an emergency delivery a fee of £150 will be paid. It is the responsibility of the health board to supply the general practitioner with equipment to deal with obstetric emergencies.

The contracting general practitioner will not be entitled to accept any other payment of any fee or remuneration in respect of ante-natal and post-natal care for the woman.

The contracting general practitioner will submit his/her claim for payment within one month of the six week post-natal visit. The claim for payment should be made on the appropriate section of the combined obstetric card (see Appendix 1).


Payment will be processed and made by health boards within one month of a valid claim.

Only in exceptional circumstances will payment be made for services provided more than 28 days before the date of application or for claims received more than 12 months after the completion of the service to the applicant.

Fees will be increased in line with the general increases under National Pay Agreements.

3. Disputes and Termination

- (a) Either party may terminate this agreement by giving not less than three months notice to the other party. Where the Agreement is terminated the General Practitioner must submit patient records to the Senior Area Medical Officer in the health board.
- (b) Where the CEO is satisfied that the care of patients is being placed at risk, or where the medical practitioner breaches (or has breached) materially any term of this agreement, the CEO may suspend the operation of the agreement with immediate effect pending investigation. The CEO (or his/her representative) shall notify the medical practitioner of such suspension by registered post and the basis for the same. The CEO or his/her representative and the contracting general practitioner shall meet within 21 days of the issue of the notification of suspension at which time the general



practitioner shall be entitled to respond to the CEO's allegations and the reason(s) for which the CEO supports such allegations. A representative of the Irish Medical Organisation or other professional representative at this meeting may also, where appropriate, accompany the general practitioner. If following this meeting, the CEO is satisfied that the care of the patients is being placed at risk or the general practitioner has materially breached the terms of this agreement, the CEO may give notice of termination of the agreement or may impose such other sanction including the further suspension of the agreement for a specified period or the imposition of a reprimand or warning as the case may be. Where the CEO imposes a sanction under this provision after investigation whether by terminating the agreement or by a further suspension of the contract or the imposition of a reprimand or warning, the Tribunal referred to in paragraph (d) shall in all cases meet to consider the disciplinary sanction not later than 21 days from the date of the imposition of the same. Where a suspension has been imposed by a CEO under this agreement (whether in the context of an investigation or by way of disciplinary sanction) the CEO of any other Health Board with which the contracting general practitioner has an agreement, may, if he or she deems fit, suspend that agreement pending consideration of the matter by the Tribunal.

- (c) A decision, not to offer a contract, to terminate the contract or to impose other disciplinary action under (b) may be appealed by the applicant or contracting general practitioner to the Tribunal referred to in paragraph (d) to be established for the purpose in which case the relevant decision of the CEO shall not take effect unless and until such decision is upheld by the Tribunal. The appeal by the applicant or the contracting general practitioner must be made within 14 days.
- (d) The tribunal which will be set up by the CEO shall consist of one person nominated by the Irish Medical Organisation, one person nominated by the CEO and an independent chairperson who is acceptable to the Irish Medical Organisation and the CEO. This Tribunal shall have power only in relation to matters arising from action taken under this section of this agreement. The Tribunal will be established within 7 days of the receipt of an appeal by the applicant.

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

- (e) This contract shall be terminated where the contracting general practitioner's name is erased from the register of medical practitioners under the Medical Practitioners Act, 1978, or where an order is made by the High Court that the name of the contracting general practitioner shall not have effect in the general register of medical practitioners, the contract shall be suspended for such period as may be specified in such order.
- (f) This contract shall be terminated, on such notice not exceeding three months as may be agreed by the CEO, upon the general practitioner accepting employment in a wholetime capacity in the service of the state or of a health board or otherwise.
- (g) The CEO may terminate the agreement where the health board is satisfied, after compliance with procedures analogous to those contained in Circular 13/75 determined by the Minister for Health in agreement with the Irish Medical Organisation, that the contracting general practitioner is suffering from permanent infirmity of mind or body. An appeal shall lie to the Minister for Health & Children against a decision of the health board to terminate the agreement under this paragraph and the health board shall comply with any direction in that respect given by the Minister for Health & Children.
- (h) The agreement shall terminate on the contracting general practitioner reaching the age of 65 years except that where a contracting general practitioner has a GMS contract, this agreement will terminate when s/he reaches the age at which the GMS contract terminates. The contracting general practitioner shall, on entering into the agreement, furnish evidence of his date of birth.



4. **Review**

This contract will be subject to review by the Minister, the health boards and the Irish Medical Organisation, no later than June 2001.

c52-dh

Appendix 2
Maternity and Infant Care Scheme

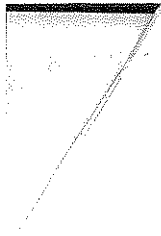
Recommendations to ensure the dignity and autonomy of the mother while in hospital

The Review Group made the following recommendations with a view to ensuring that the dignity and autonomy of the mother are maintained while under the care of a Maternity Hospital:-

Recommendation

No:

12. there should be adherence to the Patients' Charter published in 1992 with particular reference to individual appointments for attendance at out-patient clinics.
14. There should be an assurance of a friendly atmosphere in hospitals where the dignity and autonomy of the mother is respected.
15. There should be openness with regard to information giving.
16. There should be a flexible approach to the length of time spent in hospital. This should be decided by the appropriate medical and midwifery personnel in consultation with the mother.
17. Crèche facilities should be provided for older children at maternity clinics.
18. Hot meals should be provided to mothers who chose to avail of them following delivery.
28. The use of a birth plan is recommended (see Appendix 4).
29. Options provided in the birth plan, including policy in the event of an emergency, should be explored during ante-natal visits to the hospital.
30. Clear information should be given by professionals when intervention is indicated and in the case of specific procedures being necessary these must be explained to a woman on a step-by-step basis.
31. There should be an acceptance by professionals of the right of a woman to refuse an intervention.
32. The use of technology should take place only with the full informed consent of a woman except in cases of emergencies.
33. The consent of a woman must be sought early in pregnancy if she is being requested to participate in research and/or a clinical trial.
34. Where a woman decides not to participate in research and/or a clinical trial, her decision must be respected.

- 
35. It should be explained to the woman on admission that there may be students in the labour ward/delivery suite, the reasons why the students may be there and that the woman has a right to refuse to participate in the teaching of medical and midwifery students.
 36. Epidural/spinal analgesia as a form of analgesia in labour should be made available to a woman if she chooses.
 37. Ante-natally, all possible risks and side effects should be openly discussed with the woman so that she makes her choice for epidural/spinal analgesia having been fully informed. In addition, her consent should be obtained prior to administration.
 38. Where epidural/spinal analgesia is inappropriate or contra-indicated the reason for this should be explained to the mother.
 39. Methods of analgesia, other than epidural, should be made available where appropriate.
 40. Client groups should be established in maternity hospitals/units to plan and monitor services.