

**CONTRACT WITH
REGISTERED MEDICAL PRACTITIONERS
FOR THE PROVISION OF A FREE
PRIMARY CARE BASED
CONTRACEPTION SERVICE**

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NATIONAL FREE CONTRACEPTION SERVICE SCHEME: REGISTERED MEDICAL PRACTITIONER DETAILS AND ACCEPTANCE FORM

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

1.	Registered Medical Practitioner’s Full Name (as it appears on the Irish Medical Council Register)	<table border="1"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>																																																																								
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5.	GMS /PCERS assigned Number (where applicable)	<table border="1"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>																																																																								
6.	Practice Telephone Number																																																																									
7.	Healthmail Email Address																																																																									
8.	Practice Email Address																																																																									

The Registered Medical Practitioner agrees to notify the HSE of any changes or proposed changes in respect of any information provided in this **Registered Medical Practitioner Details and Acceptance Form** in accordance with the Notice provisions at **Clause 17** of this Contract.

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

<p>Signed by the Registered Medical Practitioner:</p> <hr/> <p>Printed Name:</p> <hr/> <p>Date:</p> <hr/>	<p>Signed by Authorised Representative of the HSE</p> <hr/> <p>Printed Name:</p> <hr/> <p>Date:</p> <hr/>
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The HSE intends to compile a list of names and contact details of Registered Medical Practitioners who are providing this Service for patient information and service accessibility purposes.

If you would like to be included on this list please tick the box

This Contract is made between:

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

RECITALS

- A. The HSE is a statutory body created by the Health Act, 2004 to manage and deliver, or arrange to be delivered on its behalf, health and personal social services. Its object is to use the resources available to it in the most beneficial, effective and efficient manner to improve, promote and protect the health and welfare of the public. The HSE has the power, subject to its available resources and to any directions from the Minister for Health, to enter into arrangements for the provision of health or personal social services on its behalf.
- B. The National Free Contraception Service was introduced on the Commencement Date in order to give operational effect to the provisions of Section 67E of the Health Act, 1970.
- C. The HSE and the Registered Medical Practitioner wish to enter into a contract under which the Registered Medical Practitioner and, where applicable, the Registered Medical Practitioner’s Staff will provide a primary care-based Free Contraception Service Scheme (**the Scheme**) in accordance with the provisions of this Contract.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

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

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

“**Act of 1970**” means the Health Act 1970 (as amended).

“**Applicable Services**” has the meaning assigned to it by section 67 of the Act of 1970.

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

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

“**Chief Officer of a CHO**” means the HSE Manager with overall responsibility for the delivery of health and relevant personal social services in a CHO.

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

“Coil” has the meaning assigned to it by the Health Act 1970 (Section 67E) (Payments in Respect of Contraception Services) Regulations 2022.

“Commencement Date” means the date on which the Scheme came in to existence

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

“Contract” means the terms and conditions of this document, including the Schedules and the Registered Medical Practitioner Details and Acceptance Form hereto.

“Data Protection Acts” means the Data Protection Acts 1988 to 2018, as amended, revised, modified or replaced from time to time.

“Data Protection Legislation” means all applicable legislation and regulations relating to the protection of Personal Data including (without limitation) the Data Protection Acts, the GDPR and all other statutory instruments, mandatory industry guidelines (whether statutory or non-statutory) or binding codes of practice or guidance issued by the Data Protection Commission relating to the processing of Personal Data or privacy or any amendments and re-enactments thereof from time to time.

“Designated Person” means any person designated by the Chief Officer of a CHO to whom, from time to time, a function of the Chief Officer of a CHO has been delegated or sub-delegated as part of the Service.

“Dispute Resolution Procedure” means the dispute resolution procedure set out at Schedule 3.

“Eligible Person” means a “Relevant Woman” as defined within section 67E of the Act of 1970.

“Fees” means the fees payable to the Registered Medical Practitioner for the provision of the Services in accordance with **Clause 11 and Schedule 4** herein.

“GDPR” means the General Data Protection Regulation (EU) 2016/679.

“Health Act” means the Health Act, 1970 (as amended).

“Implant” has the meaning assigned to it by the Health Act 1970 (Section 67E) (Payments in Respect of Contraception Services) Regulations 2022.

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

“Irish Medical Council” means the Body which regulates the medical profession in Ireland under the Act of 2007.

“Medical Practitioner” has the meaning given to that term in the Act of 2007.

“Minister” means the Minister for Health.

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

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

“PCERS” means Primary Care Eligibility and Reimbursement Service of the HSE.

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

“Records” means the records created and/or maintained by the Registered Medical Practitioner, whether in paper or electronic form, as further described in **Clause 9** herein.

“Registered Medical Practitioner” means a Medical Practitioner:

- (a) who is listed on the Registered Medical Practitioner Details and Acceptance Form;
- (b) whose Irish Medical Council registration is not under suspension pursuant to Section 60 or 71(e) of the Act of 2007;
- (c) who has not had conditions attached to his or her registration by the Irish Medical Council pursuant to Section 71(c) of the Act of 2007 (including restrictions on the practice of medicine that may be engaged in by the practitioner);
- (d) who does not hold any contract with the HSE that is under suspension or has been terminated by the HSE for cause;
- (e) who has not had a Contract for the provision of the Services terminated by the HSE in accordance with **Schedule 2**;
- (f) or is any other Registered Medical Practitioner acting in a locum capacity on behalf of the Registered Medical Practitioner from time to time to provide the Services.

“Representative Bodies” means bodies that may be recognised by the HSE as being a representative body for negotiating with Registered Medical Practitioners. The recognised Representative Body for General Practitioners at the Contract Commencement Date is the Irish Medical Organisation (IMO) and this is the organisation with whom the HSE and Department of Health hold a framework agreement for negotiation purposes.

“Requisite Insurances” means the insurances required by the HSE for the provision of the Services, including public liability insurance, employers’ liability insurance and clinical indemnity insurance.

“the Scheme” means the National Free Contraception Scheme the purpose of which is to provide a free contraception service to Eligible Persons in accordance with the terms of this contract.

“the Services” means the provision of a National Free Contraception Service to Eligible Persons by a Registered Medical Practitioner and, where applicable, the Registered Medical Practitioner’s Staff in a primary care setting in accordance with the Scope of Service as set out in Schedule 1 herein.

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

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

- 1.2 Save as otherwise provided herein, references to clauses and schedules are to those contained in this Contract. The schedules form an integral part of this Contract and reference to this Contract includes reference thereto. Headings are inserted for convenience only and do not affect the construction of this Contract.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 Unless the context requires otherwise words importing the feminine gender will include the masculine gender and vice versa.
- 1.5 Reference to the words “include” or “including” are to be construed without limitation to the generality of the preceding words.
- 1.6 References to any statute, enactment, order, regulation or other similar instrument, including (inter alia) the Act of 2007 and the Act of 1970, will be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, modification, order, regulation or instrument. References to any statute, enactment, order, regulation or other similar instrument will include reference to any regulations made thereunder.
- 1.7 Any obligation on the Parties to keep records, data or information includes the obligation to keep them up to date and accessible.

2. RELATIONSHIP BETWEEN THE PARTIES

- 2.1 This Contract is a contract for the provision of services. The Registered Medical Practitioner is an independent provider of services and is not an employee, partner, or agent of the HSE.
- 2.2 Neither Party to this Contract will be the authorised agent of the other Party or have the right or authority, either express or implied, to create or incur any liability against or on behalf of any other party, other than those obligations and liabilities set out hereunder. In particular, the Registered Medical Practitioner will not hold himself/herself out, nor permit any other persons to hold themselves out, as being authorised to bind or pledge the credit of the HSE in any way and will not do any act that might reasonably create the impression that they are so authorised.
- 2.3 Nothing in this Contract and no action taken by the Parties under this Contract will constitute a partnership, association, joint venture or other cooperative entity between the Parties.
- 2.4 The HSE does not by entering into this Contract, and will not as a result of anything done by the Registered Medical Practitioner in connection with the performance of this Contract, incur any contractual liability to any other person.
- 2.5 The Registered Medical Practitioner does not by entering into this Contract, and will not as a result of anything done by the HSE in connection with the performance of this Contract, incur any contractual liability to any other person.
- 2.6 This Contract does not create any right enforceable by any person not a Party to it.
- 2.7 In complying with this Contract, in exercising its rights under this Contract, and in performing its obligations under this Contract, the Registered Medical Practitioner must act reasonably and in good faith at all times.

2.8 In complying with this Contract, in exercising its rights under the Contract, and in performing its obligations under this Contract, the HSE must act reasonably and in good faith as a responsible public body required to discharge its functions under the Health Act 2004 (as amended) at all times.

3. PRINCIPAL OBLIGATIONS ON THE HSE

In consideration of the provision of the Services by the Registered Medical Practitioner, the HSE shall;

- 3.1 inform the target population of the benefits and limitations of the Scheme insofar as possible in line with the HSE materials provided;
- 3.2 provide the Registered Medical Practitioner with relevant literature in relation to the Scheme, for distribution to Eligible Persons and potential Eligible Persons, which should explain both the benefits and limitations of the Scheme;
- 3.3 facilitate relevant training as provided by the Irish College of General Practitioners (ICGP) or other relevant body;
- 3.4 list the Registered Medical Practitioner and relevant contact and access details (as provided on the Registered Medical Practitioner Details and Acceptance Form or as otherwise notified to the HSE by the Registered Medical Practitioner) on a website operated by the HSE;
- 3.5 provide signage, posters and other Scheme related materials for practices to display and promote awareness of the Scheme.
- 3.6 collaborate with Registered Medical Practitioners and GP Practice Management Systems Software Vendors in bringing on stream an integrated e-enabled solution for delivery of the Scheme and the Services comprehended therein.
- 3.7 Reimburse Registered Medical Practitioners for the provision of the Services in accordance with the fee rates set out in Schedule 4 herein.

4. PRINCIPAL OBLIGATIONS OF THE REGISTERED MEDICAL PRACTITIONER

- 4.1 The Scope of the Services to be provided under this Contract is further described in the Scope of Services schedule appended hereto at Schedule 1.
- 4.2 In consideration of being appointed and being paid the Fees, subject to **Clause 11 and Schedule 4 herein**, the Registered Medical Practitioner will provide the Services or arrange for the provision of the Services during her absence by her locum/deputy to Eligible Persons at the Practice Premises in accordance with the terms and conditions of this Contract.
- 4.3 Without prejudice to the generality of the foregoing, the Registered Medical Practitioner agrees to:
 - 4.3.1 provide the Services in strict accordance with the terms of this Contract and in particular, but without limiting the foregoing, with the Scope of Services (as set out in Schedule 1 of this Contract);
 - 4.3.2 provide to the HSE's Authorised Representative a lead contact name and phone number to facilitate effective communication channels with the HSE;
 - 4.3.3 ensure that relevant clinical Staff are made aware of and comply with all relevant provisions of this Contract;

- 4.3.4 act in a thoroughly competent and efficient manner and in the best interests of Eligible Persons, the HSE and the Scheme in general so as to give any such Eligible Persons the full and complete benefit of the Registered Medical Practitioner's clinical experience and expertise;
- 4.3.5 ensure that the Services are provided in accordance with any reasonable safety and security requirements of the HSE, as notified to the Registered Medical Practitioner from time to time;
- 4.3.6 generally promote the Scheme to Eligible Persons within the Registered Medical Practitioner's practice catchment area;
- 4.3.7 ensure that the Registered Medical Practitioner(s) providing the Services under this Contract will respond to, investigate where necessary and provide information requested by the HSE as part of the Scheme's clinical audit process;
- 4.3.8 inform the HSE promptly and in writing of any of the following:
 - (a) the retirement of the Registered Medical Practitioner;
 - (b) the Registered Medical Practitioner ceasing to provide the Services;
 - (c) the Registered Medical Practitioner's failure to obtain or loss of:
 - (i) any of the Requisite Insurances; and/or
 - (ii) full registration with the Irish Medical Council;
 - (d) any complaints, claims or legal correspondence of which the Registered Medical Practitioner receives notice and which relate to the performance of the Services;
- 4.3.9 provide all personnel, equipment, facilities, materials, services and other resources necessary or appropriate for the safe, full and proper performance of the Services.
- 4.3.10 attend relevant training course(s) and/or clinical updates and training programmes approved by the HSE.
- 4.3.11 ensure that each practice has current versions of relevant learning and reference resources available and accessible to all those engaged in providing the Services.
- 4.3.12 provide the HSE promptly with evidence that the Registered Medical Practitioner is fully registered with the Irish Medical Council and all Requisite Insurances are in place;
- 4.3.13 comply with all relevant laws and statutory regulations relating to the provision of the Services, including without limitation all relevant health and safety and Data Protection Legislation;
- 4.3.14 remain registered with the Irish Medical Council;
- 4.3.15 ensure that the HSE is forewarned of any developments that may have an adverse effect on the Registered Medical Practitioner's ability to meet obligations under this Contract;
- 4.3.16 promptly notify the HSE in writing of any changes to its business or practice which the Registered Medical Practitioner reasonably believes would affect materially the provision of the Services;
- 4.3.17 comply at all times, during the term of this Contract, with all reasonable requests of the HSE's authorised agents or nominees relating to the Registered Medical Practitioner's obligations under this Contract;

4.3.18 be in a position at all times to demonstrate that the Registered Medical Practitioner's English language competency meets the minimum language requirements for the provision of the Services as determined by the Irish Medical Council or the HSE.

5. CONTRACT COMMENCEMENT

5.1 This Contract will come into force on the date on which the Parties have signed the Registered Medical Practitioner Details and Acceptance Form and, subject to the provisions of **Clause 13** will continue in force for 3 years unless renewed or terminated in accordance with this Contract.

5.2 This Contract may be suspended or terminated for the reasons set out and in accordance with **Schedule 2** hereto.

6. PERSONS FOR WHOM SERVICES WILL BE PROVIDED

6.1 The Services may only be provided to Eligible Persons.

7. PERSONS WHO MAY PROVIDE THE SERVICES

7.1 The Services may be provided by the Registered Medical Practitioner or her locum/deputy.

7.2 The Registered Medical Practitioner will ensure that any relevant Staff supporting them in provision of the Services have the requisite knowledge, competence and training to fulfil such role.

7.3 The Registered Medical Practitioner will retain full responsibility for the proper care of all Eligible Persons receiving the Services.

7.4 The Contract will be binding upon successors and assigns of the HSE and the name of the HSE appearing in the Contract will be deemed to include the names of its successors and assigns.

7.5 The HSE reserves the right to and will at all times be entitled to contract with other individuals to provide the Services in accordance with the Scheme.

8. TRAINING

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

9. RECORDS

9.1 The Registered Medical Practitioner will create and maintain comprehensive Records of all matters relating to the Services, and will ensure that such Records are dated, legible, and demonstrate a full, accurate and contemporaneous record in respect of the Services requested and provided to Eligible Persons.

9.2 Without prejudice to the generality of **Clause 9.1**, the Records maintained by the Registered Medical Practitioner must include:

- (a) the information required to be held pursuant to the Scheme;
- (b) the name, address, PPSN and date of birth of the Eligible Person;

- (c) details in respect of each consultation with an Eligible Person and the Services requested and provided to the Eligible Person;
- (d) details of any amendments to the Records;
- (e) an audit trail of all Records held on the GP Practice Management System (to include full history of all documents created);
- (f) such supporting documentation as the HSE requires to demonstrate that any and all Fees claimed by the Registered Medical Practitioner are reasonable and accurate both in kind and amount; and
- (g) Original copies of any documentation relating to Claims for Fees submitted by the Registered Medical Practitioner to the HSE in respect of the Services.

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

10. AUDIT INSPECTIONS & CONFIDENTIALITY

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

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

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

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

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

10.2.4 The Registered Medical Practitioner will facilitate any inspection of the Records as may be required by the HSE or its Authorised Representatives, including facilitating interviews with the Registered Medical Practitioner and/or Staff.

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

10.4 Once the Registered Medical Practitioner is notified or otherwise becomes aware of an inspection pursuant to this **Clause 10**, the Registered Medical Practitioner will ensure that no Records or other information relating to their performance under or compliance with this Contract are removed from the Practice Premises or otherwise made unavailable to the HSE without the prior consent of the HSE.

10.5 In the event that an inspection conducted under this **Clause 10** reveals that the Registered Medical Practitioner is failing to provide the Services, or part thereof, in accordance with the terms and conditions of this Contract, the HSE will be entitled to exercise any relevant rights or remedies available to it under this Contract, including the right to invoke the disciplinary process pursuant to **Schedule 2**.

- 10.6 If the Registered Medical Practitioner considers it necessary, they will be entitled to the benefit of legal representation during the course of any inspections undertaken pursuant to this **Clause 10**. The cost of any such representation will be borne by the Registered Medical Practitioner.
- 10.7 The HSE reserves the right to notify the Irish Medical Council of any matters which maybe of relevance to the Irish Medical Council and of which the HSE becomes aware during the course of an inspection. The HSE will inform the Registered Medical Practitioner of any such notification as appropriate.
- 10.8 The provisions of this **Clause 10** will survive the termination of this Contract for whatever reason.

11. FEES

- 11.1 The HSE will, in consideration of the Services provided by the Registered Medical Practitioner pay or arrange payment of the Fees to the Registered Medical Practitioner. The Fees are as set out in **Schedule 4** to this Contract. The Minister for Health may, with the consent of the Minister for Public Expenditure and Reform, by regulation, set or vary the amount or the rate of payment to be made to the Registered Medical Practitioner in respect of the provision of the Services, as provided for in Section 67 (E) of the Act of 1970.
- 11.2 The Registered Medical Practitioner will not demand or accept any payment or consideration whatsoever other than the Fees determined in accordance with this **Clause 11** in reward or payment for the Services provided by them under this Contract, or in respect of any expenses incurred by them in making the Services available. The Registered Medical Practitioner will ensure that any Staff comply with the provisions of this **Clause 11**.
- 11.3 Any breach of **Clause 11.2** by the Registered Medical Practitioner, or Staff, or by anyone acting on behalf of the Registered Medical Practitioner (whether with or without the knowledge of the Registered Medical Practitioner) will be treated as a serious breach of the Contract and may be subject to the sanctions set out in **Schedule 2**.
- 11.4 Payments of Fees will be made on a monthly basis by the HSE's Primary Care Eligibility and Reimbursement Service ("**PCERS**") following receipt of valid Claims from the Registered Medical Practitioner. All such Claims shall be submitted by the Registered Medical Practitioner to the HSE's PCERS in electronic format and shall include the Eligible Person's name, address, PPSN, date of birth relevant service code(s) and any other details as may be specified by PCERS from time to time.
- 11.5 Payment of Fees by the HSE will be without prejudice to any claims or rights which the HSE may have against the Registered Medical Practitioner and will not constitute any admission by the HSE as to the validity of the Claims or the performance by the Registered Medical Practitioner of their obligations hereunder.
- 11.6 Payments of Fees will be made in euro by electronic transfer to the bank account identified by the Registered Medical Practitioner on the Registered Medical Practitioner Details and Acceptance Form (or otherwise notified by the Registered Medical Practitioner in writing and in accordance with the notification provisions at **Clause 17**).
- 11.7 The Registered Medical Practitioner will provide a tax clearance certificate to the HSE in the prescribed format. Payment of Fees will be subject to the Registered Medical Practitioner holding and maintaining an up-to-date tax clearance certificate.
- 11.8 Professional services withholding tax will be deducted at the standard rate from any payments made by the HSE unless proof of exemption is provided by the Registered Medical Practitioner.

12. CONTRACT SUSPENSION, SANCTION AND TERMINATION PROCEDURE

- 12.1 Without prejudice to all other rights of the HSE under the Contract, in the event of a breach by the Registered Medical Practitioner of any term or provision of the Contract or in any circumstances where public interest requires it or the safety of the public is at risk, the HSE may have recourse against the Registered Medical Practitioner as described and provided for under the provisions of **Schedule 2** to this Contract.
- 12.2 For the avoidance of doubt, the HSE will, in its discretion, be entitled to exercise its rights pursuant to **Schedule 2** to this Contract, notwithstanding the fact that the Dispute Resolution Procedure has been initiated in accordance with **Schedule 3**.

13. VARIATION

- 13.1 The HSE may vary the Contract (other than in respect of the Fees which are subject to variation as set out in **Clause 11.1** herein) where:
- 13.1.1 the HSE is reasonably satisfied that it is necessary to vary the Contract so as to meet its obligations under legislation or regulations, any direction given by the Minister; and
 - 13.1.2 upon a recommendation from a relevant clinical advisory group or body (or other such group) or, upon new clinical advice, guidance or evidence, following consultation with the Representative Body(ies); and
 - 13.1.3 the HSE notifies the Registered Medical Practitioner in writing of the proposed variation (including the wording in respect thereof in relation to the Contract) and the date upon which that variation is to take effect.
- 13.2 Where reasonably practicable, the date that the proposed variation will take effect will be not less than thirty (30) Working Days after the date on which notice in accordance with **sub-clause 13.1.3** is served on the Registered Medical Practitioner.
- 13.3 If the Registered Medical Practitioner wishes to terminate the Contract following notice of any variation, the Registered Medical Practitioner will be entitled to do so in accordance with **Clause 4 of Schedule 2** and will be permitted to serve out the required three (3) months' notice on the pre-existing terms and conditions of the Contract (save in exceptional circumstances where the HSE requires immediate implementation of the variation where it is essential in order to protect health and safety).

14. PRACTICE PREMISES

- 14.1 The Registered Medical Practitioner shall ensure that the Practice Premises and facilities are fit for purpose, suitable for the delivery of the Services and sufficient to meet the needs of Eligible Persons.
- 14.2 Without prejudice to the generality of the foregoing, the Registered Medical Practitioner shall ensure as a minimum that the Practice Premises meet the following requirements:
- 14.2.1 The Practice Premises shall have a waiting room with a reasonable standard of comfort and hygiene, sufficient in size to accommodate the normal demands of the Registered Medical Practitioner's practice with adequate seating accommodation;
 - 14.2.2 The Practice Premises shall have a surgery sufficient in size for the requirements of normal general practice, with facilities including adequate lighting, hot and cold running water, adequate hand washing facilities, an examination couch and other essential needs of a practice, including adequate toilet facilities for patients; and

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

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

14.4 The Registered Medical Practitioner shall have in place at all times adequate infection control procedures that meet the standards required by the HSE and any relevant public health guidance in place from time to time.

15. DATA PROTECTION

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

16. FREEDOM OF INFORMATION

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

17. NOTIFICATIONS

17.1 Any notice, notification or other communication given or made by the Registered Medical Practitioner under or in relation to this Contract will be in writing and signed by or on behalf of the Registered Medical Practitioner and will be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post or by sending it via email to the HSE at address notified to the Registered Medical Practitioner (which may be amended and notified to the Registered Medical Practitioner from time to time).

17.2 Any notice, notification or other communication given or made by the HSE under or in relation to this Contract will be in writing and will be served by delivering it personally to the Practice Premises, sending it by pre-paid recorded delivery or registered post, or by sending it via email to the Registered Medical Practitioner. All communications will be made to the Registered Medical Practitioner using the contact details provided on the Registered Medical Practitioner's Registered Medical Practitioner Details and Acceptance Form, as may be updated by the Registered Medical Practitioner and agreed by the HSE from time to time.

17.3 In addition to any requirements of notification set out above or elsewhere in this Contract or the Schedules, the Registered Medical Practitioner will notify the HSE, as soon as is reasonably practicable of:

17.3.1 anything that in the reasonable opinion of the Registered Medical Practitioner prevents or is likely to prevent the Registered Medical Practitioner's performance of their obligations under the Contract;

- 17.3.2 any changes to their business or practice which the Registered Medical Practitioner reasonably believes would materially affect the provision of the Services;
- 17.3.3 any proposed changes to the details supplied by the Registered Medical Practitioner and included in this Contract, including but not limited to the Registered Medical Practitioner's Practice Premises address, contact details, provided on the Registered Medical Practitioner Details and Acceptance Form. Further:
- (a) where the Registered Medical Practitioner proposes changes to the location of the Practice Premises, such proposed changes will not take effect unless the Practice Premises is deemed to be suitable by the HSE as per the terms and conditions of this Contract;
 - (b) where the HSE does not consent to a proposed change in the location of the Practice Premises as provided on the Registered Medical Practitioner Details and Acceptance Form, the HSE will provide a statement to the Registered Medical Practitioner in writing of the reason(s) that consent is being withheld.
- 17.3.4 Following receipt of a notice in accordance with this **Clause 17**, the HSE may request such further information as appears to it to be reasonable and the Registered Medical Practitioner must supply such information within fourteen (14) Working Days.
- 17.3.5 Failure by the Registered Medical Practitioner to obtain the HSE's prior approval before implementing changes specified in **Clause 17.3.3** may cause the HSE to invoke the disciplinary process pursuant to **Schedule 2**.

17.4 The notifications and approvals effected in accordance with this **Clause 17** will form part of the Contract.

18. WARRANTIES, INDEMNITIES AND LIMITATIONS ON LIABILITY

18.1 The Registered Medical Practitioner warrants that:

- 18.1.1 all information provided to the HSE in seeking to become a Party to this Contract was, when given, true and accurate in all material respects;
- 18.1.2 no information has been omitted which would make the information that was provided by the Registered Medical Practitioner to the HSE materially misleading or inaccurate;
- 18.1.3 no circumstances have arisen which materially affect the truth and accuracy of such information;
- 18.1.4 the Registered Medical Practitioner is not aware of anything within the Registered Medical Practitioner's reasonable control which may or will materially adversely affect their ability to fulfil their obligations under this Contract.

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

- 18.2.1 the Registered Medical Practitioner has the appropriate and necessary qualifications, licenses, competence, capacity, expertise, consents and authority as may be necessary to carry out the Services and is compliant with professional registration requirements, as appropriate;
- 18.2.2 the Services will at all times be provided in a manner consistent with the provisions of this Contract;

18.2.3 the Registered Medical Practitioner (and Staff) has or is covered by the Requisite Insurances and indemnity cover;

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

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

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

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

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

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

19. INSURANCE AND INDEMNITY

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

19.2 The Registered Medical Practitioner undertakes to ensure that their Staff (where applicable) are covered by equivalent professional indemnity insurance/cover. For the avoidance of doubt, this does not impose

an obligation on the Registered Medical Practitioner to procure directly or fund the cost of professional indemnity insurance/cover for the Staff, agents or representatives employed for the purpose of providing the Services and it is acknowledged that the Staff, agent or representatives may be required by the Registered Medical Practitioner to procure such professional indemnity/insurance/cover and fund the cost thereof.

19.3 The Registered Medical Practitioner shall not knowingly do or permit or suffer to be done any act or thing whereby the insurances or indemnity arrangements (as set out in **sub-clause 19.1**) required by this **Clause 19** may lapse or become in whole or in part void or voidable.

19.4 The Registered Medical Practitioner shall comply with all terms and conditions of their insurance policies or indemnity arrangements (as set out in **sub-clause 19.1**) at all times. If cover under the said policies/arrangements shall lapse or not be renewed or changed in any material way the Registered Medical Practitioner shall notify the HSE without delay.

20. COSTS

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

21. REMEDIES CUMULATIVE

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

22. FORCE MAJEURE

22.1 For the purposes of this **Clause 22**, the expression "Force Majeure" will mean fire, flood, disease, pandemic, epidemic, or any disaster affecting or delaying the performance by a Party of its obligations under this Contract. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of either Party to the Contract seeking to rely on it, or of that Party's agents or employees.

22.2 Neither Party to the Contract will in any circumstances be liable to the other for any loss of any kind whatsoever directly or indirectly caused or incurred by the other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each Party will use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.

22.3 If either the HSE or the Registered Medical Practitioner becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it will forthwith notify the other by the most expeditious method then available and will inform the other of the period which it is estimated that such failure or delay will continue.

22.4 Where the Force Majeure event is continuing for a period of at least one (1) month, the other Party will have the right to terminate this Contract upon fourteen (14) Working Days' notice.

22.5 It is expressly agreed that any failure by the Registered Medical Practitioner to perform, or any delay by the Registered Medical Practitioner in performing their obligations under this Contract, which results from any failure or delay in the performance of their obligations by any person, firm or company with which the Registered Medical Practitioner has a contract, supply arrangement or otherwise will be regarded as a

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

23. ENTIRE CONTRACT

- 23.1 The Contract contains the entire agreement between the Parties and contains all the terms which the Parties have agreed with respect to its subject matter.
- 23.2 Neither Party has relied on any other written or oral agreement, representation, arrangement or understanding.
- 23.3 The Registered Medical Practitioner acknowledges that they have not been induced to enter into the Contract by a statement or promise which the Contract does not contain. The HSE is not liable in equity, agreement or tort or in any other way for a representation that is not set out in the Contract.
- 23.4 Nothing in this **Clause 23** will have the effect of limiting or restricting any liability of a Party arising as a result of fraud.

24. SURVIVAL OF TERMS

- 24.1 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract will remain in full force and effect, including but not limited to:
- (a) Clause 1 (Definitions & Interpretations) insofar as such are relevant to interpreting other surviving terms;
 - (b) Clause 10 (Audit, Inspections & Confidentiality);
 - (c) Clause 12 (Contract Suspension, Sanction & Termination Procedure);
 - (d) Clause 15 (Data Protection);
 - (e) Clause 16 (Freedom of Information);
 - (f) Clause 18 (Warrants Indemnities & Limitations on Liability);
 - (g) Clause 19 (Insurance & Indemnity);
 - (h) Clause 24 (Survival of Terms);
 - (i) Clause 27 (Assignment/Sub-contracting);
 - (j) Clause 30 (Governing Law);
 - (k) Clause 31 (Disputes & Jurisdiction);
 - (l) Schedule 1 (Scope of Service);
 - (m) Schedule 2 (Contract Suspension, Sanction and Termination Procedure);
 - (n) Schedule 3 (Dispute Resolution Procedure).
 - (o) Schedule 4 (Fees Payable to the Registered Medical Practitioner);

25. SEVERABILITY

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

26. FURTHER ASSURANCES

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

27. ASSIGNMENT/SUB-CONTRACTING

The Registered Medical Practitioner shall not assign, transfer, sub-contract or in any other manner make over to any third party other than a Registered Medical Practitioner's Locum/deputy any benefit and/or burden of this Contract without the prior written consent of the HSE.

28. FORBEARANCE AND WAIVER GENERALLY

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

29. COUNTERPARTS

The parties may execute and witness this agreement in any number of counterparts, including electronic counterparts. Each counterpart constitutes an original executed counterpart and all counterparts together constitute one document. This agreement is not effective until each party has executed and delivered at least one counterpart. The parties hereby consent to the execution of this agreement and any other agreement referred to in it by electronic means.

Transmission of a physical or electronic copy (including by Jpeg, pdf) of an executed counterpart of this agreement, whether executed by wet ink or electronic signature, shall take effect as delivery of an original executed counterpart of this agreement. If this method of delivery is adopted, each party that has executed a counterpart by wet ink signature must provide the other parties with the wet ink counterpart as soon as reasonably practicable after delivery (but failure to do so shall not affect the validity, enforceability or binding effect of this agreement).

30. GOVERNING LAW

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

31. DISPUTES AND JURISDICTION

31.1 The Parties agree to endeavour to resolve any dispute or claim arising out of or in connection with the Contract or its subject matter or formation in accordance with the Dispute Resolution Procedures set out in **Schedule 3** hereto.

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

SCHEDULE 1

1. Scope of Services

1.1 The Services, shall be Applicable Services provided to an Eligible Person in accordance with the Scope of Services and shall include:

- (a) Contraception Consultation Service;
- (b) Long-acting Reversible Contraception Insertion Service; and
- (c) Long-acting reversible Contraception Removal Service.

The Services specified at (a), (b) and (c) respectively will be provided in line with existing practices.

1.1.1 In this Schedule –

“Consultation service” shall be construed in accordance with clause 1.2;

“Follow up consultation” means any consultation that is not an initial consultation in any 12-month period where the Registered Medical Practitioner –

- (a) discusses the renewal of a prescription received at the initial consultation;
- (b) carries out any necessary checks;
- (c) discusses options to cease the use of the previously prescribed contraception or change to an alternative contraception option; and
- (d) where that person wishes to proceed with an appropriate contraception option in accordance with (a) or (c), the writing of a prescription for same.

“Initial consultation” means the first consultation with an Eligible Person in any 12-month period and where the Registered Medical Practitioner –

- (a) discusses all appropriate contraception options with an Eligible Person;
- (b) carries out any necessary checks; and
- (c) where that person wishes to proceed with an appropriate contraception option, the writing of a prescription for same;

“necessary checks” means any clinically necessary measurements, including but not limited to a blood pressure check;

“required number of consultations” means the initial consultation and a follow up consultation in relation to a 12-month period, and, where deemed clinically necessary by a Registered Medical Practitioner any additional follow up consultations as appropriate in that period.

1.2 Contraception Consultation Service

1.2.1 A Registered Medical Practitioner shall provide a Contraception Consultation Service and that service shall include the required number of consultations for an Eligible Person.

1.2.2 The Registered Medical Practitioner shall be paid fees in respect of the provision of the Consultation Service to an Eligible Person in the amount specified in Schedule 4.

1.3 Long-acting Reversible Contraception Insertion Service

1.3.1 A Registered Medical Practitioner shall provide a Long-acting Reversible Contraception Insertion Service to an Eligible Person and that service shall include –

- (a) the fitting of a suitable long acting reversible contraceptive device; and
- (b) where clinically necessary and required, a check of the device after period of 6 weeks following its insertion.

1.3.2 The Registered Medical Practitioner shall be paid fees in respect of the provision of the Long-acting Reversible Contraception Fitting Service to an Eligible Person in the amount specified in Schedule 4.

1.4 Long-acting Reversible Contraception Removal Service

1.4.1 A Registered Medical Practitioner shall provide a Long-acting Reversible Contraception removal service to an Eligible Person or a previously Eligible Person and that service shall include the removal of a previously fitted long acting reversible contraceptive device.

1.4.2 The Registered Medical Practitioner shall be paid fees in respect of the provision of the Long-acting Reversible Contraception Removal Service to an Eligible Person or previously Eligible Person in the amount specified in Schedule 4.

SCHEDULE 2

CONTRACT SUSPENSION, SANCTION AND TERMINATION PROCEDURE

1. COMPLAINTS PROCEDURE

- 1.1 The rules of natural justice and fair procedure will apply to this Contract. It is a fundamental and underlying principle of the procedure set out hereunder that any Registered Medical Practitioner who is the subject of a complaint/investigation will have the right to be heard and to set out the Registered Medical Practitioner's own defence. A Registered Medical Practitioner will be entitled to be legally represented or to be represented by their own Representative Body. For the avoidance of doubt, this does not impose an obligation on the HSE to either procure or fund legal representation on behalf of any Registered Medical Practitioner.
- 1.2 For the purposes of this **Schedule 2** reference to "the HSE" shall mean the HSE acting through the Chief Executive Officer of the HSE or such other person as the HSE may designate from time to time.
- 1.3 Where the HSE has reason to believe that the Registered Medical Practitioner has failed to comply with any of the terms of the Contract, it will notify the Registered Medical Practitioner in writing of the reasons for such belief by registered post and inform the Registered Medical Practitioner that it will consider any representations in regard to the matter which may be received by it from the Registered Medical Practitioner, or on behalf of the Registered Medical Practitioner, within one (1) month of the issue of the notification, or such longer period as determined by the HSE on foot of a request from or on behalf of the Registered Medical Practitioner.
- 1.4 The HSE will not consider a complaint relating to an individual living Eligible Person except where:
- 1.4.1 it is made by the Eligible Person, by a member of the Eligible Person's family, or by another person with the written consent of the Eligible Person and is in writing and signed by the person making it; and
- 1.4.2 it is made within six (6) weeks of the event or alleged event, or within such longer period as the HSE may determine.
- 1.5 The HSE may, if it is satisfied after consideration of any representations which the Registered Medical Practitioner (or someone on the Registered Medical Practitioner's behalf) has made regarding the matter and following the conduct of an investigation into the matter, form a view that:
- 1.5.1 there is no basis for proceeding with the complaint; or
- 1.5.2 the Registered Medical Practitioner has not complied with the terms of the Contract and if the HSE so thinks fit, either –
- (a) issue a verbal or written warning to the Registered Medical Practitioner or otherwise communicate appropriately with them; or
- (b) request the HSE's Designated Person to establish a committee pursuant to **Clause 1.7** of this **Schedule 2** for the purpose of examining a complaint or alleged failure to comply with the terms of this Contract.

- 1.6 A Registered Medical Practitioner in respect of whom the HSE has issued a verbal or written warning pursuant to **sub-clause 1.5** of this **Schedule 2** may appeal the decision of the HSE to the HSE's Designated Person to review the matter and issue a final determination.
- 1.7 The committee established by the HSE's Designated Person to examine a complaint or alleged failure to comply with the terms of this Contract will consist of;
- 1.7.1 one person who will be legally qualified (being chairman of the committee) who will be nominated by the Chief Executive Officer; and
- 1.7.2 two persons selected by the Chief Officer of the relevant CHO; and
- 1.7.3 two persons nominated by the Registered Medical Practitioner which may include nominations from the Registered Medical Practitioner's Representative Body.
- 1.8 A committee established in accordance with **Clause 1.7** of this **Schedule 2**, will act in accordance with the following rules;
- 1.8.1 subject to the provisions of **sub-clause 1.8.2** of this **Schedule 2**, the committee may act notwithstanding any vacancy among its members.
- 1.8.2 the committee may not act unless the chairman and at least one of the persons selected by the Chief Officer of the relevant CHO and one of the persons nominated by the Registered Medical Practitioner are present.
- 1.8.3 the chairman of the committee will convene the first meeting of the committee not less than ten (10) Working Days after the committee is established.
- 1.9 During the conduct of the committee's proceedings, the chairman will have discretion as to the conduct of the proceedings and in particular will;
- 1.9.1 decide the order of appearance of persons appearing before the committee;
- 1.9.2 permit both the Registered Medical Practitioner concerned and the HSE's Designated Person to appear in person or to be represented and/or assisted by other person(s), which may include legal representation or representation by the Registered Medical Practitioner's Representative Body;
- 1.9.3 hear any relevant person(s) who is/are not a party to the proceedings; and
- 1.9.4 grant the Registered Medical Practitioner the right to be legally represented and or be represented by her Representative Body and have prior sight of all allegations and any evidence against the Registered Medical Practitioner and the right to adduce evidence and call witnesses on the Registered Medical Practitioner's own behalf.
- 1.10 Any questions arising before the committee will be decided by the majority of the members of the committee who are present and vote and, in case of an equality of votes on any question, the chairman will have a second or casting vote.
- 1.11 The committee will make its recommendations in writing to the HSE's Designated Person who will notify in writing (within seven (7) Working Days) the Registered Medical Practitioner concerned of the recommendations.
- 1.12 A committee will complete its examination of a complaint with all practicable speed. It will ordinarily conclude its deliberations and issue its recommendations within six (6) months of the date of its inaugural

meeting unless, in the opinion of the chairman, exceptional circumstances exist that warrant extending the period of examination. A decision to extend the period of examination is made by the chairman following consultation with at least one member of the committee nominated by the Chief Officer of the relevant CHO and one member of the committee nominated by the Registered Medical Practitioner.

- 1.13 Where a committee upholds a complaint, it may:
- 1.13.1 Recommend to the HSE that the Registered Medical Practitioner should be admonished; and/or
 - 1.13.2 Recommend to the HSE that the Registered Medical Practitioner should undergo specific periods of educational training and/or supervised practice, the cost of which will be borne by the Registered Medical Practitioner;
 - 1.13.3 Recommend to the HSE that a deduction of a specified sum of money should be made from Fees due to the Registered Medical Practitioner under this Contract;
 - 1.13.4 Recommend termination of the Contract between the HSE and the Registered Medical Practitioner.
- 1.14 Where the committee recommends the termination of the Contract, the HSE's Designated Person will notify in writing (within seven (7) working days of receipt of the committee's recommendation) the Registered Medical Practitioner concerned that the Contract will be terminated on behalf of the HSE after the expiration of a period of fifteen (15) working days. The HSE's Designated Person may, where appropriate, notify in writing the Registrar of the Irish Medical Council of the recommendation of the committee and will on request from the Registrar supply such particulars as may be necessary for the Council to consider the matter.
- 1.15 The Registered Medical Practitioner in relation to whom a recommendation has been made under **Clause 1.14** of this **Schedule 2** may request the Chief Executive Officer to issue a direction to the HSE's Designated Person in relation to that recommendation as detailed in **Clauses 1.17** of this **Schedule 2**.
- 1.16 A request under **Clause 1.15** of this **Schedule 2** will be submitted in writing to the Chief Executive Officer either by the Registered Medical Practitioner concerned or on the Registered Medical Practitioner's behalf and shall specify the grounds on which the Registered Medical Practitioner requests the Chief Executive Officer to issue a direction to the HSE's Designated Person. The Chief Executive Officer shall notify the HSE's Designated Person of the receipt of such request. All such requests must be received by the Chief Executive Officer within seven (7) working days of receipt by the Registered Medical Practitioner of the notification from the HSE's Designated Person setting out the committee's decision as outlined in **Clause 1.14** of this **Schedule 2**.
- 1.17 Where a request is made to the Chief Executive Officer under **Clause 1.15** of this **Schedule 2**, the Chief Executive Officer may consult with two members of the HSE's Executive Management Team and one of whom being a Registered Medical Practitioner. The Chief Executive Officer may give to the HSE's Designated Person a direction (being a direction to comply with the recommendation of the committee) or such other direction (being a direction to reduce the severity of sanction or overturn the recommendation of the committee) as the Chief Executive Officer considers appropriate. The HSE's Designated Person shall comply with any such direction.

2. SUSPENSION OF CONTRACT

Where the Chief Executive Officer, following consultation with two members of the HSE's Executive Management Team, other than the Chief Executive Officer, and one of whom being a Registered Medical Practitioner, is satisfied that the care of Eligible Person(s) is placed in jeopardy the Chief Executive Officer may suspend the operation of a Registered Medical Practitioner's Contract, pending investigation of a complaint under the preceding paragraphs. In such circumstances, the committee referred to in **Clause**

1.7 to this **Schedule 2** will in all cases meet to consider the matter on a date not later than three (3) weeks from the date of the suspension.

3. AUTOMATIC TERMINATION

For the avoidance of doubt, the Contract will terminate on the expiration of the Contract's duration.

4. TERMINATION BY REGISTERED MEDICAL PRACTITIONER ON NOTICE

The Registered Medical Practitioner may terminate this Contract on giving three (3) months' notice in writing of intention to terminate (or such shorter period as may be accepted by the HSE).

5. TERMINATION BY HSE

5.1 The Chief Officer of the relevant CHO will be entitled to terminate this Contract without consequential liability to the Registered Medical Practitioner with immediate effect if the Chief Officer of the relevant CHO is satisfied that it is appropriate to do so if;

5.1.1 it has been established on foot of a determination by a competent Medical Practitioner nominated by the HSE, following consultation with the Registered Medical Practitioner, that the Registered Medical Practitioner is suffering from permanent infirmity of mind or body that impedes the Registered Medical Practitioner's ability to carry out the Services. Where a dispute exists as to the findings of the medical examiner or where a conflicting medical opinion is provided to the HSE by a competent medical examiner on behalf of the Registered Medical Practitioner, the HSE will refer the Registered Medical Practitioner to an independent medical examiner and will take the findings of this medical examiner into consideration in arriving at its final conclusion;

5.1.2 the Registered Medical Practitioner is removed from the register maintained by the Irish Medical Council or from the register of an equivalent authority in any jurisdiction;

5.1.3 the Registered Medical Practitioner, who is a Registered Medical Practitioner has had conditions attached to their registration by the Irish Medical Council pursuant to Section 71(c) of the Act of 2007 (including restrictions on the practice of medicine that may be engaged in by the Registered Medical Practitioner);

5.1.4 the Registered Medical Practitioner, who is a Registered Medical Practitioner, has had their registration suspended pursuant to Section 60 or 71(e) the Act of 2007, or otherwise;

5.1.5 the Registered Medical Practitioner is unable at any point during the Term to provide a tax clearance cert to the Revenue Commissioners or has been found guilty by a court of law or has pled guilty to committing any fraudulent act or any indictable offence or gross negligence;

5.1.6 the Registered Medical Practitioner takes up full-time employment with the HSE or within the wider public sector, and the HSE, following a review of the circumstances, decides in its sole discretion that a conflict of interest situation exists; or

5.1.7 the Registered Medical Practitioner is unable to pay their debts as they fall due or are subject to any formal insolvency or bankruptcy process.

5.2 A Registered Medical Practitioner in respect of whom a decision has been made by the Chief Officer of the relevant CHO in accordance with **Clause 5.1** of this **Schedule 2** will be entitled to request a referral of this decision to a committee. The composition of the committee will be as outlined in **Clause 1.7** of this **Schedule 2**. Where applicable, the rules governing the committee are as outlined in **Clauses 1.8, 1.9** and **1.10** of this **Schedule 2**.

5.3 The committee will give full consideration to the matter and issue a final written determination to the Parties.

**SCHEDULE 3
DISPUTE RESOLUTION PROCEDURE**

1. DISPUTE RESOLUTION GENERALLY

1.1 Disputes relating to routine or minor administrative matters should be capable of being resolved without recourse to the formal Dispute Resolution Procedure.

1.2 The Parties to this Contract will use their best endeavours to communicate and cooperate with each other with a view to resolving in good faith any matters in dispute arising between them concerning the operation of this Contract or provision of the Services.

2. SCOPE OF SCHEDULE 3

2.1 The procedure set out in this **Schedule 3** (in particular under Section 3 hereunder) will apply to the operation of this Contract as it impacts on the rights and obligations of the Parties thereto only and will not apply to;

2.1.1 any matter the subject of an investigation under and in accordance with **Schedule 2**.

2.1.2 any matter in respect of which any part of this process has already been invoked or in respect of which judicial proceedings are being pursued by either Party;

2.1.3 any matter in respect of which a mediation process, third party arbitration or judicial proceedings are being pursued by either Party;

2.1.4 any matter that gives rise to a dispute in respect of which:

(a) the Parties have previously been involved in a mediation process where an agreed outcome was reached; or

(b) either Party has had the matter in dispute determined through a third party arbitration or similar dispute resolution processes, or through judicial proceedings.

2.1.5 Any matter in respect of which this process was not invoked within three (3) years of the matter in dispute arising.

3. DISPUTE RESOLUTION PROCEDURE

3.1 Informal Discussions.

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

3.2 Senior Manager Review.

Where informal attempts have not resolved the matter in dispute, details should be submitted in writing by the Registered Medical Practitioner to the manager nominated specifically under the escalation procedure to manage such matters (hereinafter referred to as the “**Designated Manager**”) of the relevant CHO. The Designated Manager will, within four (4) weeks from receipt of correspondence, review the matter in dispute and issue a response in writing to the Registered Medical Practitioner. Where the Designated Manager is unable to complete this review within four (4) weeks, they will, before the end of the specified four (4) weeks, write to the Registered Medical Practitioner explaining the reason for the

delay and indicating when the review will be completed. Such delays will not be for a period greater than four (4) weeks, save where the Parties agree otherwise.

3.3 Delegated Officer Review.

- 3.3.1 Where, in the opinion of the Registered Medical Practitioner, the matter in dispute has not been resolved to their satisfaction by the Designated Manager, the Registered Medical Practitioner may then submit comprehensive details of their complaint or dispute to the Officer nominated specifically under the escalation procedure to manage such matters (hereinafter referred to as the “**Delegated Officer**”). The Delegated Officer will in all instances be senior in grade to the Designated Manager who carried out the initial formal review of the matter in dispute and will not have had any direct prior involvement in the matter in dispute. The referral to the Delegated Officer will be accompanied by all relevant documentation, including copies of all correspondence between the Registered Medical Practitioner and the HSE in relation to the matter in dispute.
- 3.3.2 The Delegated Officer will, within five (5) Working Days of the matter in dispute being received by them, confirm in writing to both Parties, that the review has commenced. The Delegated Officer may interview the Registered Medical Practitioner (or, as applicable, the Registered Medical Practitioner’s Staff, HSE staff or other individuals, as appropriate. The Delegated Officer will generally notify the Registered Medical Practitioner and the HSE Officer(s) of their determination within four (4) weeks from the date that the Delegated Officer informed the Parties that the review has commenced, which will in all cases be within five (5) Working Days of the matter in dispute being referred to them. Where the Delegated Officer is unable to complete this review within this timeframe, the Delegated Officer will, before the expiration of the four (4) week period, write to the Registered Medical Practitioner explaining the reason for the delay and indicating when the review will be completed.
- 3.3.3 If a matter in dispute is resolved by the Delegated Officer, a written memorandum, (a “**Memorandum of Resolution**”), will be prepared jointly and signed by both the HSE and the Registered Medical Practitioner. The Memorandum of Resolution will confirm that the resolution is in full and final settlement of the dispute, will record all matters in issue and all material factual details of the dispute and the terms of resolution. A copy of the Memorandum of Resolution will be supplied to both the Registered Medical Practitioner and the HSE.

3.4 Third Party Dispute Resolution.

- 3.4.1 If the matter in dispute has not been resolved in accordance with the procedures outlined in **Clauses 3.1, 3.2 and 3.3** of this **Schedule 3** the Registered Medical Practitioner may refer the dispute to an agreed independent disputes resolution panel member (the “**Panel Member**”) by way of a written referral (the “**Referral to Third Party**”).
- 3.4.2 The Panel Member will be appointed in any given case from a panel maintained by the HSE unless the Registered Medical Practitioner wishes to nominate an alternative third party to review the matter in dispute. Any such alternative appointment will be agreed between the Registered Medical Practitioner and the HSE and the referral to Third Party process outlined in **sub-clauses 3.4.3 and 3.4.4** of this **Schedule 3** will also apply in such instances.
- 3.4.3 The Referral to Third Party by the Registered Medical Practitioner will be accompanied by all relevant documentation including copies of all correspondence between the Registered Medical Practitioner and the HSE in relation to the matter in dispute. A copy of the Referral to Third Party and accompanying documentation will be sent to the HSE at the same time that the referral is lodged.

- 3.4.4** The HSE will be entitled to respond to the Registered Medical Practitioner's referral to the Panel Member. The HSE will forward to the Registered Medical Practitioner a copy of its response to the Panel Member on the same date.
- 3.4.5 The reasonable fees, costs and expenses of the Panel Member will be borne by the HSE. For the avoidance of doubt, in all other respects, each Party will bear its own costs and expenses of its participation in the third-party dispute resolution process.
- 3.4.6 In the interest of cost effectiveness, the proceedings will be hosted on HSE premises. In the event that a HSE premises is not available to host proceedings, the HSE will be responsible for sourcing suitable alternative facilities and the costs of same will be borne by the HSE.
- 3.4.7 Disputes will be disposed of by way of hearing, unless otherwise determined by the Panel Member following consultation with both Parties, and the Panel Member will consider all written and oral submissions made to them by the Parties (including in the case of the Registered Medical Practitioner their representative(s)). Having considered all such submissions, the Panel Member will endeavour to issue a written recommendation to both parties within six (6) weeks from commencement of the review of the matter in dispute by the Panel Member.
- 3.4.8 The recommendation of the Panel Member will be binding on the Parties, except where either side complains that the decision goes outside the terms of the Contract.
- 3.4.9 In circumstances where either Party complains that the Panel Member's decision goes outside the terms of the Contract, either Party may, within four (4) weeks of receipt of the Panel Member's recommendation, apply to the President of the Institute of Chartered Arbitrators to appoint an Arbitrator (not being a Panel Member) to determine the matter. The findings of the Arbitrator will be binding on both parties. The Arbitrator will endeavour to deliver such findings within six (6) weeks of referral.
- 3.4.10** The reasonable fees, costs and expenses of the Arbitrator will be borne by the HSE.

SCHEDULE 4

1. FEES PAYABLE TO THE REGISTERED MEDICAL PRACTITIONER

The Fees have been determined by the Minister for Health with the consent of the Minister for Public Expenditure and Reform pursuant to Section 67 (E) of the Health Act 1970 and are set out in the Health Act 1970 (Section 67E) (Payments in Respect of Contraception Services) Regulations 2022.

Applicable Services Rendered by a Registered Medical Practitioner on behalf of the Health Service Executive under the National Free Contraception Service Scheme.	
Description	Amount
1.1 - Consultation provided to a Relevant Woman for the purpose of accessing relevant products	€55.00
1.2 - Fitting by a Registered Medical Practitioner of a relevant product that is a Coil	€160.00
1.3 - Removal by a Registered Medical Practitioner of a relevant product that is a Coil	€50.00
1.4 - Fitting by a Registered Medical Practitioner of a relevant product that is a contraceptive implant	€100.00
1.5 - Removal by a Registered Medical Practitioner of a relevant product that is a contraceptive implant	€110.00
1.6 - Where necessary, follow-up consultation in relation to the fitting by a Registered Medical Practitioner of a long-acting reversible contraceptive device	€55.00