

Framework Agreement
between the Minister for Health and the Irish Medical Organisation
in respect of a process for engagement concerning the GMS/GP Contract
and Other Publicly Funded Contracts involving General Practitioners
Pursuant to Section 58C (8) of the Health Act 1970
as amended by the Health (General Practitioner Service Bill) 2014

1. Proposed Process for Engagement with the IMO

The Department of Health (“the Department”) and the Health Service Executive (“the HSE”), (collectively, “the Department/HSE”) and the Irish Medical Organisation (IMO), will commence a process of meaningful engagement on all aspects of the GMS contract with General Practitioners (“GPs”) and other publicly funded contracts involving GPs, with due regard to the IMO’s role as a representative body of medical practitioners (and the holder of a negotiating licence pursuant to section 10 of the Trade Union Act 1941), and within the context of the provisions of the primary legislation that will underpin the introduction of GP care free at the point of access.

The proposed process of negotiations between the Department/HSE and the IMO is presented hereunder in outline format. For descriptive purposes the proposed negotiation process is outlined as being comprised of discrete phases. However, for practical and logistical reasons the process will in reality be more fluid and follow a less rigid linear sequence than the outline description of it might suggest.

For example, throughout phase 1 (ref 2 hereunder) of the negotiation process, issues relating to, inter alia, workload implications and possible increased operational costs for GPs arising from the scope and content of the draft under 6 contract and other contracts will arise and should be capable of being aired, evaluated and progressed at this stage. In a similar vein, the IMO can at various stages in the process give its

views and insights on resource requirements and on how the payment rates should reflect the additional obligations being required of GPs and/or the additional once off and on-going operational costs arising for GP practices. In summary, the proposed negotiation process between the Department/HSE and the IMO will be an iterative and dynamic process and shall, therefore, be viewed as a continuum.

The parties agree that the process set out in this Framework shall apply to all negotiations between the Department/HSE and the IMO for the GMS/GP Contract and all other publicly funded contracts for service.

2. Outline Process for Engagement with the IMO

The following are the key constituent elements of the proposed negotiation process:

- 2.1 The IMO will not recommend or organise or facilitate any form of collective action by its members, whether by way of boycott, withdrawal of services or otherwise relating to the process described in this Framework Agreement. It is acknowledged that, in connection with the foregoing, the expression of an opinion does not, in and of itself, constitute organisation, facilitation or recommendation.
- 2.2 The IMO, in any communication or discussion by it, or the provision of its opinion in respect of the consultation process or its outcome, will avoid the promotion or facilitation of collective withdrawal of services or boycotts by GPs in respect of their participation in the provision of publicly funded GP services.
- 2.3 The Department and/or the HSE and the IMO shall conjointly carry out a comprehensive review of the contractual issues arising from the introduction of new GP services, and, in the first instance, those issues surrounding the provision of GP care free at the point of use to all children under 6. Areas of agreement will be noted and confirmed. Areas where there is not immediate

agreement will be explored further with a view to reaching an agreed position on each such provision. The outcome of this process could result in: amendment or removal of the provision; refinement or significant revision of wording; or the issue being parked pro tem pending further examination of associated resource / fee / cost and/or other relevant considerations. At the same time, work can be progressed on identifying and evaluating potential workload, resource, and cost implications arising for GPs which will inform further deliberations on fee levels.

- 2.4 The Department/HSE and the IMO will conjointly carry out an appraisal of a number of candidate fee structures with a view to identifying an appropriate structure. The Department/HSE will provide the IMO with a copy of any reports they have commissioned on fee structures. The IMO will provide any reviews/reports that it has commissioned on fee structures. The outcome from the work on identifying and evaluating potential cost/resource/fee implications will inform the discussions on an appropriate fee structure.
- 2.5 The Department/HSE and IMO will evaluate and validate the work completed in the process which touches on payment rate(s) and consider all other relevant factors, including the cost and workload implications arising for General Practitioners.
- 2.6 The Department/HSE and the IMO shall use their best endeavours to cost the services that are the subject of any negotiations and will furnish each other's respective costings for the purposes of such negotiations. The output from the work on identifying and evaluating potential cost/resource/fee implications will inform the discussions on appropriate payment rate(s) and payment methodologies.
- 2.7 The Minister will commence the consultation process on payment rate(s) in accordance with section 58C (8) of the Health (General Practitioner Service) Act 2014. During the statutory consultative process the Department/HSE will

continue to engage with the IMO on payment rate(s). In the course of the engagement process the Department/HSE will inform the IMO of the indicative payment rate(s) that it considers appropriate and will invite the IMO to consider and provide feedback on its views as to the proposed rate(s) in the light of the work already undertaken during consultations at 2.5 and 2.6. In determining the amount or the rate of payment to be made to relevant medical practitioners in respect of the services provided by them under the proposed agreements, the Minister shall have regard to such amount or rate as may emerge from this stage of the process.

- 2.8 In the event that the IMO indicates to the Department/HSE its belief that the indicative payment rate(s), would not, in the view of the IMO, be sufficient to enable the service to be delivered the Minister shall refer the matter to an independent third party for the purpose of obtaining a recommendation on payment rate(s) from said third party. The third party shall be appointed by the Minister following consultation with the HSE and the IMO. Both parties (being the Department/HSE and the IMO) shall make submissions to the independent Third Party and the independent Third Party shall be required to consider such submissions prior to making any recommendation and will prepare a report outlining the rationale for such recommendations.
- 2.9 In reaching his or her independent determination of the amount or the rate of payment to be made to relevant medical practitioners in respect of the services provided by them under the proposed agreements, the Minister shall have regard to the amount or rate recommended by the third party process referred to above, where such a process has been invoked.
- 2.10 The IMO is entitled to communicate with its members and to have discussions with its members and to express its opinions to its members (including in relation to the preparation for and/or engagement with the Minister and/or the HSE and/or the independent Third Party and/or outcome of any engagement with the Department/HSE and/or Third Party), subject to

the proviso that the IMO will not make a recommendation concerning the outcome. The IMO must inform its members that they should decide individually and not collectively whether to participate in the provision of publicly funded GP health services on such terms as are offered from time to time by the Minister.

- 2.11 The IMO may advise their members as to what work is covered and what work has not been negotiated with the representative bodies and for which no fee or remuneration is payable under any agreement negotiated between the parties. The parties will agree to a shared understanding of what work, is, and is not, covered by any proposed contract.
- 2.12 This process of negotiation shall be subject to a review between the parties following its initial employment and thereafter every three years.

Date: 4th June 2014