



GMS Contract Specification and Terms and Conditions

Contract Title	<p>General Practitioner, General Medical Services Scheme (Post held under GMS Contract for Service)</p> <p><i>Portlaw, Co. Waterford</i></p> <p><i>Panel Size: 835</i></p>
Competition Reference	26GMSPLAW
Closing Date	Thursday 5 th February 2026 at 3pm
Panel Location	Health Centre, Portlaw, Co. Waterford, X91 FT22
Contract Effective Start Date	The successful applicant will be required to take up duty no later than May 2026.
Organisational Area	Community Healthcare CHO5 – South East Community Healthcare
Details of the GMS Scheme	<p>The GMS Scheme provides for the provision of medical care at general practitioner level for medical card patients. Full details of the scheme are set out in the contract documentation and in circulars/regulations issued by the Department of Health.</p> <p>Doctors participating in the scheme do so under a formal contract for service so they are contractors and not employees of the Health Service Executive.</p>
Contract Holder	The contract holder will be an independent contractor but will liaise with and be responsible to and cooperate with the Health Service Executive and the Primary Care Reimbursement Service on administrative/management issues. The contract holder will also be required to cooperate with service development in line with the Primary Care Strategy and other strategies agreed from time to time by the Health Service Executive.
Purpose of the Contract	The purpose of the contract is to provide quality general practitioner medical services to eligible patients who have chosen you as their doctor of choice or who have been assigned to you in accordance with the operational arrangements for the GMS Scheme.
Contract Principal Duties and Responsibilities	In accordance with the terms of the GMS contract the general practitioner awarded a GMS contract will be responsible for the provision to eligible persons, on behalf of the Health Service Executive, all proper and necessary treatment of a kind usually undertaken by a general practitioner and not requiring special skill or experience of a degree or kind which general practitioners cannot reasonably be expected to possess. This will include such preventive and developmental services as are currently provided or may be developed.

The services to be provided under this contract for service should be made available either, as the circumstances may require, at the medical practitioner's surgery or at the person's home or at another place approved by the Health Service Executive within the area of practice.

The medical practitioner shall:

- accept clinical responsibility for persons on his/her list who need medical treatment and treat them or, when the clinical condition is such that it is appropriate to transfer them to appropriate consultant care, do so and accept clinical responsibility for them on becoming aware of their discharge from consultant care.
- use the most efficient and economic forms of treatment or care consistent with the needs of their patients.
- ensure that no discrimination or differentiation is exercised as between the treatment of eligible and private patients within the practice and take reasonable steps to ensure that no such discrimination is perceived.
- furnish to a person whom they have examined and for whom they are obliged to provide services (or, in the case of a child, to the child's parent) a certificate in relation to any illness noticed during the examination which is reasonably required by them or by the parent as the case may be. Such examinations as the doctor may carry out on a patient prior to the issue to them of first and final Social Welfare certificates are comprehended by the capitation payments. Payment under this contract is not made in respect of certain other certificates required, e.g. under the Social Welfare Acts or for the purposes of insurance or assurance policies or for the issue of driving licenses.
- utilise the appropriate support services including community and diagnostic services when available.
- keep themselves informed of developments in clinical care relevant to general practice.
- reside in their area of practice or within reasonable access to it. The Medical Practitioner shall co-operate, where possible, in advising the Health Service Executive of known alterations to their list of patients.

The Medical Practitioner shall not change their centre of practice or open additional centres of practice without prior approval from the HSE.

In the event of a purpose built Primary Care Centre being developed by the HSE in the area, it would be desirable if the Medical Practitioner provided services from this Centre in conjunction with other Healthcare Professionals as it is expected that GP's will operate within the Community Healthcare Network based model of delivery which is enhanced by co-location.

<p>Contract Eligibility Criteria</p> <p>Qualifications and/ or experience</p>	<p>Doctors applying for panels within the GMS are required to:</p> <ol style="list-style-type: none"> 1. Be a registered Medical Practitioner whose name is included in the Specialist Division of the Register of Medical Practitioners established under Section 43(2)(b) of the Medical Practitioners Act 2007 or be entitled to be so registered**; 2. Hold a current certificate of registration within the meaning of Section 2 of that Act in respect of the medical speciality “General Practice” recognised under Section 89(1) of that Act or be entitled to be so registered**; <p style="padding-left: 40px;">** Where an applicant is successful at the interview process the HSE can make a conditional offer of contract subject to the applicant getting on the Specialist Register within a maximum of 180 calendar days. Should the successful applicant not be registered as a Specialist on the Specialist Division of the Medical Register within this timeframe, the panel will be offered to the next successful applicant or where necessary, a further Contracting Campaign process initiated.</p> <ol style="list-style-type: none"> 3. Have current professional indemnity insurance (if successful at interview the applicant must then produce full-time indemnity cover as per HSE requirements. 4. Provide documentary evidence of Medical Degree through English or IELTS (International English Language Testing System Academic Test) Certificate OR OET (Occupational English Test) Certificate OR University of Cambridge, ESOL Examinations - Certificate in Advanced English (CAE), as applicable; <p>IELTS (International English Language Testing System Academic Test) Certificate demonstrating a minimum score of 6.5 in each of the four domains - reading, writing, listening and speaking - on the academic text, with an overall score of 7.0 The test must be undertaken no more than two years prior to the date of it being submitted. Whilst you may sit the above test as often as you like, the above scores must have been achieved at only one sitting of the IELTS test. Results from more than one test sitting cannot be amalgamated. Any cost incurred in relation to the IELTS exam will be borne by the applicant. Information on IELTS is available at www.ielts.org;</p> <p style="text-align: center;">OR</p> <p>OET (Occupational English Test) Certificate demonstrating a minimum Grade B in each of the four domains - reading, writing, listening and speaking - on the academic text, with an overall score of Grade B. The test must be undertaken no more than two years prior to the date of it being submitted. Whilst you may sit the above test as often as you like, the above scores must have been achieved at only one sitting of the OET test. Results from more than one test sitting cannot be amalgamated. Any cost incurred in relation to the OET exam will be borne by the applicant.</p> <p style="text-align: center;">OR</p> <p>University of Cambridge, ESOL Examinations – Certificate in Advanced English (CAE) demonstrating a minimum overall score of</p>
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	<p>67/100 and demonstrating an achievement of at least a “Good” level in all five skill areas – reading, writing, listening, speaking and use of English – in your Statement of Results. The exam must be undertaken no more than two years prior to the date of it being submitted to relevant training body. Whilst you may sit the above exam as often as you like, the above scores must have been achieved at only one sitting. Results from more than one exam sitting cannot be amalgamated. Any cost incurred in relation to this exam will be borne by the applicant. Information on this exam is available at www.cambridgeesol.org.</p> <p>An exemption from the above is available to the following cohort of applicants:</p> <ul style="list-style-type: none"> Applicants who completed, in its entirety, their medical degree (through English) in the following countries – Australia, Canada, New Zealand, Republic of Ireland, United Kingdom and United States - and who provide documentary evidence of same; <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Applicants who were registered with the Medical Council in Ireland prior to 9th July 2012 and provide documentary evidence of same. <p>5. Proof of legal right to work in Ireland</p> <ul style="list-style-type: none"> EEA/non-EEA status (bio page of passport) Copy of Passport page that indicates work status Further requirements regarding visa/work permit status for non-EEA applicants <p>Evidence of these requirements <u>must be submitted with your application form.</u> Otherwise, your application will be deemed ineligible.</p>
Skills, competencies, qualifications and/or knowledge	<p><i>Applicants must:</i></p> <ul style="list-style-type: none"> Demonstrate evidence of ability to empathise with and treat patients, relatives and colleagues with dignity and respect. Display evidence-based clinical knowledge in making decisions regarding client care Demonstrate effective communication skills including: the ability to present information in a clear and concise manner. Demonstrate understanding and/ or experience of the Irish health services and strategic initiatives designed to develop the health services here Demonstrate ability to manage deadlines and effectively handle multiple tasks Demonstrate awareness and appreciation of the service user Demonstrate the ability to work with multi-disciplinary team members. Demonstrate a working knowledge of General Medical Services scheme.
Shortlisting	<p>Applicants may be shortlisted for interview based on information supplied in the application form at the closing date or in other specified assessment documentation.</p> <p>Criteria for short listing are based on the requirements of the contract for service as outlined in the eligibility criteria, post specific requirements, duties, skills, competencies and/ or knowledge section of this contract specification.</p>

Acceptance of Contract	The standard practice is that existing GMS Contract Holders will be required to relinquish their existing GMS contracts if accepting this position.
Freedom of Information	Each GMS Contract Holder should note 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.
Data Protection Legislation	Each GMS Contract Holder is required to comply with 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.
Children First Act 2015	As this contractual GMS position is one of those mandated under the Children's First Act 2015, awarding of this contract appoints one as a mandated person in accordance with Schedule 2 of the Act.
Infection Control	Each GMS Contract holder must have a working knowledge of HIQA Standards as they apply to the position for example, Standards for Healthcare, National Standards for the Prevention and Control of Healthcare Associated Infections, Hygiene Standards etc.



HEALTH SERVICES EXECUTIVE

Terms and Conditions of Engagement General Practitioner in the GMS Scheme

Engagement	The engagement is by way of contract for service with the HSE for the provision of General Medical Services (GMS) under the Health Act 1970 (as amended), pursuant to the Health (Provision of General Practitioner Services) Act 2012 and/or provision of services to children aged under 6 years pursuant to the Health (General Practitioner Service) Act 2014.
Capitation	A medical practitioner will receive capitation payments and other payments agreed under the GMS Scheme.
Availability	The doctor appointed to this GMS position will be required to provide 24-hour/ 7-day cover for his panel on a year round basis. This will include agreement with the HSE on regular surgery hours and on out-of-hours cover through local rota arrangements.
Contribution towards the cost of Locum Expenses arising during annual leave	The locum contributions for periods where the contractor avails of annual leave associated with the GMS position is determined by the number of GMS patients on the GP's panel.
Pension	A superannuation plan operates as part of the contract for the provision of services. Under the plan the medical practitioner contributes 5% of his/her capitation and the HSE pays a further 10% of capitation fees. The superannuation plan is managed by Mercer Human Resource Consulting on behalf of members and further details of the scheme are available directly from this source.
Age	The current contract stipulates that General Practitioners will cease to hold their GMS Contract on reaching 72 years of age.
Health	An applicant for and any person holding the office must be fully competent and capable of undertaking the duties attached to the contract and be in a state of health such as would indicate a reasonable prospect of ability to render regular and efficient service.
Character	Each applicant for a GMS Medical Practitioner Contract must be of good character.



HEALTH SERVICE EXECUTIVE

Application Process for GMS Contract

Submission of applications	<p>Applications must be made on the official forms. Completed application forms must be returned to the designated address no later than 3pm on the date specified in the advertisement as the latest date for receiving completed application forms.</p> <p>Application forms received after the closing date will not be accepted. Applicants must ensure that applications are e-mailed in sufficient time to guarantee arrival not later than the latest time stipulated for acceptance.</p> <p>The acceptance of an application form from a person desiring to be an applicant, or an invitation to attend for interview or any other selection method is not an admission by the organisation that the applicant possesses the prescribed qualifications or is not disqualified by law from holding the contract.</p>
What you should expect from us	<p>The aim of the Contracting Campaign is to provide you with a confidential service that is:</p> <ul style="list-style-type: none"> • Professional • Courteous and considerate • Friendly and helpful <p>We strive to operate a prompt and efficient service that includes:</p> <ul style="list-style-type: none"> • Detailed information on vacancies and the selection process • Timely acknowledgement and response to queries • Sufficient notice for all appointments • Clear, specific and meaningful feedback provided when requested by applicants. Detailed interview results to all applicants • Provision of specific requirements for applicants with disabilities. •
What we expect from you in return	<p>Your satisfaction with our service is important to us. In order to fulfil our commitment to you, you can help us by:</p> <ul style="list-style-type: none"> • Co-operating with us throughout the selection process • Providing us with complete and accurate information within specified timeframes • Keeping all confirmed appointments • Notifying us of your inability to attend within a reasonable time scale • Applicants with disabilities should inform us of any specific requirements for interview. <p>As we appreciate feedback on our service, please feel welcome to give us your comments on your experience with the Contracting Campaign process.</p>
Change of Applicants details	<p>Any change of address since submitting your application form should be notified immediately in writing to the designated office and the title of the post(s) to which it refers clearly stated.</p>
Expenses	<p>Applicants are responsible for all their expenses incurred in relation to their application for a GMS Medical Practitioner Contract with the HSE.</p>
Confidentiality	<p>Applications will be treated in strict confidence, subject to the provisions of the Freedom of Information Acts 2014, the Data Protection Act 2018 and other provisions that have been identified in the published documentation.</p>
Garda Clearance	<p>The HSE will carry out Garda Clearance on all new contract holders. Contracts will not become effective and contract holders will not commence work until the Garda</p>

<p>(Police Clearance)</p> <p>Obligation on applicants requested to complete the Official Garda Vetting Form</p> <p>Consequence of false, misleading or inaccurate information</p>	<p>Clearance process has been completed and the HSE is satisfied that such a Contract award does not pose a risk to clients, service users and employees.</p> <p>All applicants will sign a detailed Standard Declaration which forms an integral part of their application form. <u>Applicants who apply using the on-line application form and application forms submitted by e-mail will be required to sign the Standard Declaration in person when they attend for interview.</u></p> <p>All applicants being processed for awarding of a GMS Medical Practitioner Contract will, on commencement of the clearance process, sign a Statutory Declaration and complete the Garda Vetting Form.</p> <p>Applicants being considered for awarding of a GMS Medical Practitioner Contract are obliged to complete the official Garda Vetting Form where there must disclose <u>any and all conviction received</u>. This disclosure must include such offences as driving offences, non payment of a TV licence and public order offences, and includes the application of probation or community service.</p> <p>The HSE will refer to the Garda Síochána individuals who wilfully submit, by omission or otherwise, false, misleading or inaccurate information in connection with their application for posts with the HSE or on the Garda Vetting Form.</p>
Screening process	<p>All applications will be screened for eligibility using the essential qualifications, experience and skills outlined in the Contract Specification. Only those applicants who possess the required essential criteria will be progressed to the next stage of the selection process.</p>
Shortlisting	<p>Applicants may be shortlisted for interview based on <u>information supplied in the application form at the closing date</u> or in other specified assessment process.</p> <p>Criteria for short listing are based on the requirements of the post as outlined in the post specific requirements, duties, skills, competencies and/ or knowledge sections of the job specification and the information supplied in the competency based application form, if used.</p> <p>It is therefore very important that you think about your experience in light of those requirements and that you provide a detailed and accurate account of your qualifications/ experience in your application.</p>
Creation of panels	<p>For some competitions a panel of successful applicants <u>may</u> be formed as a result of the interviews. The applicant who obtains first place on the panel will be the first applicant considered for a contract, subject to satisfactory clearances, and so on in order of merit.</p>
Interview	<p>Interviews are normally conducted by a three-person board consisting of subject expert/s and management specialist/s. Credit will be awarded by the interview board to applicants who demonstrate at interview that they possess the experience, competencies and skills listed in the Contract Specification and as stated by the applicant in their application form and in accordance with the Guidelines for Allocating Marks – Interviewing for Applicants for Vacancies in the GMS (ref Department of Health Circular 3/96 Appendix 3) The Interview Board will maintain an appropriate record of the interview in support of its subsequent recommendations.</p>
Notification of Interview and Non attendance at interview	<p>Applicants will normally be given at least one weeks notice of interview. This time scale may be reduced in exceptional circumstances. Applicants who do not attend for interview or for any other essential test or assessment will be deemed to have withdrawn their application and will have no claim for consideration.</p>
Result of interview	<p>Applicants will be notified of the result of their interview at the earliest possible date after interview. The recommendation of the interview board does not constitute a</p>

	contract offer as it is only one stage of the selection process. This selection process continues after interview and includes the clearance checks and validation of documents as outlined below.
Offer of contract / Taking up engagement	<p>It should be noted that no offer of contract is made, or should be interpreted as having been made, until the HSE formally offers a contract by way of a contract for service.</p> <p>A contract will not become effective and a contract holder will not commence work until a signed contract is returned to the issuing office</p> <p>Due to the nature of the service provided there is an onus on the HSE to ensure that successful applicants take up the contract without undue delay. Consequently, the following timescale has been set so as to minimise potential disruption of its service to clients and service users;</p> <p>Applicants will be required to take up the contract within an agreed timeframe of receipt of the formal offer of contract.</p> <p>The HSE reserves the right to withdraw the contract offer should applicants fail to meet these time frames.</p>
Validation of qualifications, experience etc.	Any credit given to a applicant at interview, in respect of claims to qualifications, training and experience is provisional and is subject to verification. The recommendation of the interview board is liable to revision if the claimed qualification, training or experience is not proven.
Pre-Contract Commencement Health Assessment	Applicants will be required to undergo a medical assessment or to complete a form declaring their health status. The result of the examination or declaration will be reviewed by the HSE's Occupational Health Service.
References	The HSE reserves the right to seek both written and verbal references from current and previous employers, educational institutions or any other organisations with which the applicant has been associated. The HSE also reserves the right to determine the merit, appropriateness, character and relevance of such references and referees. <u>Please note: applicants are requested not to submit references with their application form.</u>
General Data Protection Regulation (GDPR) and Data Protection Act, (2018)	<p>When your application form is received, we create a computer record in your name, which contains much of the personal information you have supplied. This personal record is used solely in processing your candidature.</p> <p>Such information held on computer is subject to the rights and obligations set out in the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Certain items of information, not specific to any individual, are extracted from computer records for general anonymous statistical purposes.</p>