

**HEALTH EXAMINATIONS AND HEALTH SERVICES CONTRACT NO. ....**  
..... "....." ..... 200

Version I

The Estonian Health Insurance Fund, hereinafter referred to as the Health Insurance Fund, represented by ....., Director of .....Office, who acts under the Articles of Association of the Estonian Health Insurance Fund (RT I 2001, 5 ,14) enacted by the Government of the Republic on 5 January 2001 and under the authorisation granted by Resolution No. .... of 2000 of the Estonian Health Insurance Fund's Management Board, on the one hand,  
and the medical institution (hereinafter the Health Care Institution),.....  
(licence no. ...., valid until.....) represented by .....,  
Director/Chief Doctor/Head/Chair of the Management Board, who acts under the articles of association/statutes, on the other, (hereinafter referred to individually as a Party and collectively as the Parties) have executed the following contract:

Version II

The Estonian Health Insurance Fund, hereinafter referred to as the Health Insurance Fund, represented by Maris Jesse, Chair of the Management Board, who acts under the Articles of Association of the Estonian Health Insurance Fund (RT I 2001, 5 ,14) enacted by the Government of the Republic on 5 January 2001, on the one hand,  
and the medical institution (hereinafter the Health Care Institution),.....  
(licence no. ...., valid until.....) represented by .....,  
Director/Chief Doctor/Head/Chair of the Management Board, who acts under the articles of association/statutes, on the other, (hereinafter referred to individually as a Party and collectively as the Parties) have executed the following contract:

**I GENERAL PROVISIONS**

Version I

1.1 This Contract together with the Annexes (hereinafter the Contract) provides the conditions and procedure for assumption by the Health Insurance Fund of the obligation to pay the Health Care Institution for the health examinations and health services (hereinafter the health services) provided to insured persons registered with the .....Office of the Health Insurance Fund (codes.....) (hereinafter insured persons).

Version II

1.1 This Contract together with the Annexes (hereinafter the Contract) provides the conditions and procedure for assumption by the Health Insurance Fund of the obligation to pay the Health Care Institution for the health examinations and health services (hereinafter the health services) provided to insured persons registered with the regional offices of the Health Insurance Fund (hereinafter insured persons).

1.2 The Parties shall execute and perform this Contract based on the following:

1.2.1 the specialities which are agreed under this Contract and in which services may be provided under a licence issued to the Health Care Institution pursuant to the procedure established in Division 3 of Chapter 3 of the Health Care Services Administration Act (RT I 2001, 50, 284);

1.2.2 the development plan of the hospital network provided for in § 55 of the Health Care Services Administration Act (RT I 2001, 50, 284).

1.3 In matters which are outside the scope of this Contract, the Parties shall act pursuant to the Estonian Health Insurance Fund Act (RTI 2000, 57, 374), the Republic of Estonia Health Insurance Act (RT 1991, 23, 272; 1999, 7, 113; 29, 397; 2000, 57, 374; 84, 536; 102, 675), the Health Care Services Administration Act and other legislation.

1.4 During the term of the Contract, the Health Care Institution shall, in communications with the Health Insurance Fund, be represented by.....

Version I

1.5 During the term of the Contract, the Health Insurance Fund shall, in communications with the Health Care Institution, be represented by .....

.....

Version II applies in the case of one contract

1.5 The following employees of the Health Insurance Fund shall have the authority to amend the financial annexes to the Contract:

- 1.5.1 Director of Harju Office Ado Viik
- 1.5.2 Director of Tartu Office Maivi Kets
- 1.5.3 Director of Kagu Office Kaljo Poldov
- 1.5.4 Acting Director of Pärnu Office Tiiu Pärnpuu
- 1.5.5 Director of Lääne Office Reet Tuisk
- 1.5.6 Director of Ida-Viru Office Andrei Saitsuk
- 1.5.7 Director of Rakvere Office Linda Klementa.

## **II SUBJECT MATTER OF THE CONTRACT**

2.1 The Health Care Institution shall provide insured persons with the health services, and the Health Insurance Fund shall assume the obligation to pay for the health services rendered to insured persons during the entire term of this Contract under the terms and conditions and pursuant to the procedure agreed under this Contract.

2.2 The Health Care Institution shall plan the distribution of financial resources agreed under this Contract for the provision of health services among its structural units and by quarters in compliance with section 2.1.

## **III PRICE AND QUANTITY OF HEALTH SERVICES**

3.1 The Health Insurance Fund shall pay for the health services pursuant to the procedure established by the Government of the Republic for conducting health examinations of insured persons, for ensuring the preservation of their health, for determining the prices of health services and for payment for such services (hereinafter the price list of health services) and on the basis of amendments made to the procedure during the term of this Contract, unless otherwise agreed under this Contract.

3.2 The types and quantities/scope of the health services provided by the Health Care Institution to insured persons and paid for by the Health Insurance Fund under this Contract shall be set forth in Annexes to this Contract.

3.3 If the performance of the Contract in respect of implantation of endoprotheses, cataract operations, cardiosurgery operations and monitoring of births and normal pregnancy is materially different from the number of services agreed with the Health Care Institution, the Health Insurance Fund shall make a proposal to the Health Care Institution to change the financial scope of the Contract at least 30 calendar days prior to the amendment of the Contract.

3.4 The amount agreed under this Contract is the absolute financial limit of the Contract which the Health Insurance Fund pays on the basis of the prices established in the price list of health services; the total scope of the Contract and the scope of prescribed services may be modified by a written agreement of the Parties pursuant to the procedure set forth in this Contract.

3.5 If amendments are made to the Contract, the Health Insurance Fund shall pay for the health services agreed under such amendments at the price limits which are based on the part of changed expenses of the prices specified in section 3.1. The Health Care Institution shall present the price limits for services to the Health Insurance Fund upon entry into the Contract.

3.6 The price limit of a service is the price that covers the expenses of a medical institution necessary for one additional service. The price limit must cover changing expenses (medicinal products, diagnostics, implants, prosthetic appliances, non-reusable accessories, a part of performance pay if applicable). The price limit does not cover overhead costs incurred outside of the scope of services (depreciation of fixed assets, the salary fund outside of the scope of services, utilities).

3.7 The Health Insurance Fund shall not pay for new health services introduced by the Health Care Institution during the term of this Contract and for specialities which are not set forth in the price list of health services specified in section 3.1.

3.8 The Health Care Institution shall provide patients referred by family physicians/general practitioners who have a valid contract with the Health Insurance Fund to examinations, treatment procedures and laboratory examinations set forth in Chapter II of the price list of health services at the prices fixed therein without charging additional and visit fees for such services. Examinations shall be paid for by the family physician/general practitioner who has ordered them.

3.9 The Health Care Institution shall display the price list of health services in a place accessible by and visible to patients and a notice regarding the fact that the Health Care Institution has a valid contract with the Health Insurance Fund.

#### **IV PROVISION OF HEALTH SERVICES PAID FOR BY THE HEALTH INSURANCE FUND**

4.1 The Health Care Institution shall:

4.1.1 upon the provision of health services of high quality standards, opt for cost effective and patient sparing treatment methods;

4.1.2 provide planned specialised outpatient care paid for by the Health Insurance Fund only on submission of a referral letter of a family physician or general practitioner, except if an insured person turns to a psychiatrist, gynaecologist, dermatovenerologist, ophthalmologist, pulmonologist, stomatologist or, in the case of traumas, an orthopaedist or surgeon. A specialist may provide planned specialised outpatient care on the basis of a referral letter of another specialist if the referral letter has been issued for the differential diagnostic purposes or due to a treatment need which has become evident in the course of a consultation;

4.1.3 provide planned inpatient treatment on the basis of a referral letter of a family physician/general practitioner/specialist;

4.1.4 check, when starting to provide a health service and prescribing for a medicinal product at a concessionary rate, the validity of the health insurance of the patient by consulting the health insurance database; if due to a technical failure, it is not possible to

make a query in the database, the Health Care Institution shall indicate the date and time of the failure on the health service invoice;

4.1.5 complete records of assessment of the need for operational cataract treatment and implantation of endoprostheses;

4.1.6 provide the Health Insurance Fund with information concerning the waiting lists by electronic means by the tenth day of the month following the quarter, using the format determined by agreement of the Health Insurance Fund and the Federation of Hospitals;

4.1.7 in order to implement DRGs (as of 1 January 2003) in respect of inpatient treatment:

4.1.7.1 train during 2002 specialists working in surgical specialities in hospitals to use the NOMESCO NCSP Classification (Classification of Surgical Procedures);

4.1.7.2 prepare the IT software of the Health Care Institution for submission of data contained in health service invoices to the Health Insurance Fund for the purpose of grouping such data and, after the grouping has taken place, for the submission of invoices for payment by the Health Insurance Fund in accordance with an agreement to be entered into between the Federation of Hospitals and the Health Insurance Fund.

4.2. The Health Insurance Fund shall organise training for the use of the NOMESCO NCSP Classification (Classification of Surgical Procedures).

4.3 The Health Care Institution shall have the right to:

4.3.1 demand that the Health Insurance Fund pay for the health services provided to insured persons in the specialities agreed under this Contract and in accordance with the financial and service scope of the specialities;

4.3.2 regardless of the existence of a health service contract, submit a health insurance invoice covering the provision of emergency care to the regional office of the Health Insurance Fund in whose list the insured person has been registered;

4.3.3 contract examinations necessary for the performance of this Contract from another health care institution holding a corresponding licence, notifying the Health Insurance Fund of the contracted services, the prices and the provider of such services.

4.4. The Health Insurance Fund shall provide the Health Care Institution with access to the health insurance database through the Internet for the purpose of checking the insurance of patients. The Health Care Institution shall have the right to make use of the possibility of checking the insurance data only for the purpose of performing this Contract. It is prohibited for the Health Care Institution to create a separate database on insured persons on the basis of data obtained from the health insurance database and to transfer obtained data to third persons without the consent of the Health Insurance Fund.

4.5 The Health Insurance Fund and the Health Care Institution shall have the right to request the amendment of any terms and conditions of this Contract in connection with changes in the work organisation or the quality of health services as a result of the merger, division or transformation of the Health Care Institution.

## **V COST AND PAYMENT PROCEDURE**

5.1 The Health Insurance Fund shall make a payment to the Health Care Institution against a consolidated invoice (hereinafter invoice) and on the basis of health records and case histories, upon submission of health service invoices on hardcopy and in electronic form prepared in accordance with the requirements pursuant to the procedure “Approval of Issue of Certificates of Incapacity for Work and Guidelines for Completion Thereof” established by Regulation No. 7 of 11 February 1999 of the Minister of Social Affairs; the health examinations carried out and the health services provided in the case of one disease shall be recorded in one health service invoice.

5.1.1 By agreement of the Health Insurance Fund, the Health Care Institution may submit a health service invoice as a print-out which meets the requirements established by the Regulation of the Minister of Social Affairs specified in section 5.1. The procedure for numbering health service invoices submitted as print-outs shall be established by the Health Care Institution; the length of the series and number to be indicated in the invoice shall correspond to that of the series and number fields printed on the valid invoice form.

5.2 The Health Care Institution shall submit information by electronic means in the format approved by the Regulation of the Minister of Social Affairs specified in section 5.1 of this Contract and shall comply with the provisions of the Personal Data Protection Act.

5.3. The deadline for submission of invoices concerning health services completed in the current calendar month shall be the seventh day of the following calendar month. By agreement of the Health Insurance Fund, in justified cases, a health service invoice may be submitted for payment on the agreed date but not later than 30 calendar days after the date set forth in this section.

5.4 Invoices covering health services provided for victims of traffic accidents shall be paid by the Health Insurance Fund only if such invoices are accompanied by a copy of a reasoned decision of the Estonian Traffic Insurance Foundation or the insurer on refusal of payment by the seventh day of the following month after receipt thereof.

5.5 The Health Insurance Fund shall pay the invoices, submitted by the Health Care Institution in accordance with the requirements and accepted by the Health Insurance Fund, within 20 calendar days of the date of receiving the invoices.

5.6. In the case of a technical failure on the inspection of insurance which has been caused by a fault of the Health Insurance Fund, the latter shall pay the health service invoice submitted by the Health Care Institution and the cost of the prescription for a medicinal product at a concessionary rate.

5.7 In the case of an invoice which has not been paid in due time, the Health Insurance Fund shall pay to the Health Care Institution a penalty for delay on the amount accepted by the Health Insurance Fund for each delayed day, but not more than 25,000 kroons in total, as follows:

a delay of 3 days – a penalty of 0.05%;

a delay of 4 days – a penalty of 0.1%;

a delay of 10 days – a penalty of 0.2%.

## **VI REFUSAL OF PAYMENT**

6.1 The Health Insurance Fund shall have the right to:

6.1.1 inspect whether invoices submitted by the Health Care Institution have been prepared as required;

6.1.2 return unaccepted health service invoices to the Health Care Institution within 20 calendar days accompanied by a statement providing reasons for refusal of payment;

6.1.3 refuse to pay for the health services if:

6.1.3.1 payment for such services has not been agreed under this Contract;

6.1.3.2 the expected payment exceeds the financial and service scope of the speciality agreed under this Contract;

6.1.3.3 the health services have not been provided or have been provided without justification or in violation of the patient's rights;

6.1.3.4 the Health Care Institution, being aware of a traffic accident, failed to provide information concerning a victim of the traffic accident pursuant to the procedure set forth in Annex 3 to this Contract;

6.1.3.5 the provided health services involve the treatment of complications caused by a medical error of the Health Care Institution and such error has been verified by the Expert Committee on the Quality of Medical Care governed by the Ministry of Social Affairs;

6.1.3.6 the Health Care Institution refuses to submit a health record concerning a health service, a case record or any other documents certifying the provision of health services

as provided by applicable legislation or if such documents have not been prepared as required.

## **VII INSPECTION AND PAYMENT OF DAMAGES**

7.1 The Health Insurance Fund shall have the right to:

7.1.1 inspect the grounds for and correctness of health services provided, certificates of incapacity for work issued and prescriptions for medicinal products at concessionary rates issued by the Health Care Institution during the three preceding calendar years and in the current calendar year;

7.1.2 if necessary, file a reasoned claim for damages with the Health Care Institution in the case of a violation detected as a result of an inspection specified in section 7.1.1.

7.2 The Health Care Institution shall have the right to contest a statement or claim specified in sections 6.1.2 and 7.1.2 of this Contract within 14 calendar days of receipt thereof. If the Health Care Institution does not contest a statement or claim in due time, the statement shall be deemed accepted, and the claim, recognised.

7.3 The Health Insurance Fund shall have the right to be reimbursed and the Health Care Institution shall have the duty to reimburse the Health Insurance Fund for

7.3.1 the amount paid for the period exceeding 120 calendar days (172 calendar days in the case of tuberculosis) on the basis of a certificate of incapacity for work issued for more than the specified period if the Health Care Institution has not submitted documents concerning the respective patient to the Disability Assessment Committee in due time;

7.3.2 the cost of the treatment of complications suffered by an insured person as a result of a medical error from the Health Care Institution who has caused such complications if this has been verified by the Expert Committee on the Quality of Medical Care.

7.4 The Health Insurance Fund shall have the right to be reimbursed and the Health Care Institution shall have the duty to reimburse the Health Insurance Fund for:

7.4.1 the cost of a paid health service if such cost is incorrect or unjustified;

7.4.2 an incorrect or undue payment made by the Health Insurance Fund to a chemist on the basis of an incorrect or unjustified prescription issued by a physician working for the Health Care Institution for a medicinal product at a concessionary rate;

7.4.3 the amount of incorrect or undue allowance for temporary incapacity for work paid to an insured person on the basis of an incorrect or unjustified certificate of incapacity for work issued by a physician working for the Health Care Institution;

7.4.4 amounts paid by the Health Insurance Fund against a health service invoice or on the basis of a prescription for a medicinal product at a concessionary rate or certificate of incapacity for work, regarding which the Health Care Institution refuses to submit a health record or any other document or if the documents submitted by the Health Care Institution contain errors or are insufficient.

7.5 In the case of incorrect or unjustified provision of health services, the Health Insurance Fund shall have the right to deduct disbursements made from the disbursements to be made during the coming periods.

7.6 In addition to eliminating any breach of the terms and conditions of this Contract and paying damages, the Health Care Institution shall pay to the Health Insurance Fund liquidated damages in the amount of up to 25,000 (twenty-five thousand) kroons in the following cases:

7.6.1 for reasons set forth in section 7.4 of this Contract; the reasons shall be applied based on the following criteria: intention, repetition, and the proportionality between the amount of loss and the scope of the contract;

7.6.2 the treatment of an insured person is postponed without notifying the insured person for reasons connected with the Health Care Institution. The Health Insurance Fund shall apply liquidated damages based on a justified complaint of an insured person.

7.6.3 The Health Care Institution is unable to provide the health services specified in this Contract for reasons connected with the Health Care Institution. Reasons connected with the Health Care Institution may be the absence of technical capacity and necessary staff;

7.6.4. for violation of § 12 (1)- (3) of the Republic of Estonia Health Insurance Act.

## **VIII DISPUTES BETWEEN THE PARTIES**

8.1 Any dispute arising from the performance of this Contract shall be resolved by negotiations within 30 calendar days of learning of the circumstances underlying the dispute.

8.2 Failing agreement, the Parties shall designate a three member arbitral tribunal comprising one representative of the Health Insurance Fund, one representative of the Health Care Institution and one person appointed by the two representatives. The appointed person shall be the chair of the arbitral tribunal. In the case of a medical dispute, a physician shall be the chair, and in the case of a legal dispute, a lawyer shall be the chair. Failing agreement between the Parties, the dispute shall be presumed to be of a medical nature.

8.3 The arbitration shall act pursuant to the provisions of Annex 16 to this Contract "Arbitration Rules".

8.4 An arbitral award shall be binding on the Parties.

8.5. An arbitral award shall be executed within 30 calendar days of the date of making the award.

8.6 If the arbitrators do not render an award within 30 calendar days of receipt of a respective application or if an arbitral award is not performed within the period prescribed in section 8.5, the dispute shall be resolved by a court.

## **IX MISCELLANEOUS**

9.1 This Contract shall become effective on ..... 2002 and shall be valid until 200.... .

9.2 Amendment, suspension and termination of the Contract.

9.2.1 The Contract may be amended, suspended or terminated by an unattested written agreement of the Parties. Upon entry into force of the Health Insurance Act, the Health Insurance Fund shall have the right to make a proposal to bring the terms and conditions of the Contract into conformity with the conditions provided for in the Health Insurance Act.

9.2.2 Each Party may suspend and/or terminate the performance of the Contract in part or in full on the grounds that the other Party:

- (1) is deprived of the legal basis for providing health services during the term of this Contract;
- (2) violates the Health Insurance Act or any other legislation, or breaches this Contract;
- (3) has tax arrears exceeding the amount of more than three months' amount of the Contract from the total amount agreed in Annex 1 to this Contract or has failed to submit the necessary tax declarations for two consecutive months;
- (4) has, according to the data verified as a result of an audit, current liabilities forming more than 30% of the planned turnover of the financial year.

9.2.3 A written notice containing reasons for the suspension of the Contract in part or in full shall be submitted to the other Party at least 14 calendar days in advance and, in the case of termination of the Contract, at least 60 calendar days in advance. The performance of this Contract shall be suspended or the Contract shall be terminated if the Health Care Institution has not provided sufficient guarantees for the possibility of performance of its obligations, within 14 calendar days of the date of receiving the corresponding notice of the Health Insurance Fund. If the legal basis for the provision of health services ceases to exist, the Health Insurance Fund shall have the right to terminate or suspend the Contract without prior notice.

9.2.4 The termination of the Contract shall release both Parties from the performance of their contractual obligations but shall not deprive them of the right to claim damages. The termination of the Contract shall not affect the provisions of the Contract pertaining to the dispute resolution procedure or the obligations of the Parties upon the termination of the Contract.

9.3 Force majeure means circumstances which prevent the performance of the Contract and which are beyond the control of the Parties such as riots, general strikes, wars or acts of parliament or government which prevent the provision of services or any similar action regarding which the Parties decide that it prevents the performance of terms and conditions of this Contract in the territory of the Parties.

9.4. A Party wishing to resort to circumstances preventing the performance of the Contract (force majeure) shall notify the other Party thereof promptly in writing. The same applies if preventing circumstances cease to exist.

9.5. If the influence of force majeure lasts for more than 90 days, each Party shall have the right to terminate the Contract prematurely in part or in full without the right to claim damages provided that the Party gives a written advance notice thereof.

9.6. The provisions of section 9.3 of this Contract do not apply to the transformation, reorganisation or winding up of the Parties.

9.7. It shall be prohibited for each Party to transfer the rights and obligations arising under this Contract to third persons without the written consent of the other Party.

9.8. This Contract has been prepared and signed in two original copies of equal legal force, of which one copy shall be retained by the Health Insurance Fund and the other by the Health Care Institution.

9.9. The following Annexes shall constitute an integral part of this Contract:

Annex 1 – cost of the contract;

Annex 2 – specialised outpatient and inpatient treatment;

Annex 3 – availability of health services;

Annex 4 – quality of health services;

Annex 5 – activities for implementation of the development plan of the hospital network provided for in § 55 of the Health Care Services Administration Act;

Annex 6- health services regarding which the Health Insurance Fund does not assume the payment obligation;

Annex 7- negotiated prices and price limits;

Annex 8 – prevention of disease;

Annex 9 – dental treatment;

Annex 10 – outpatient and inpatient nursing care;

Annex 11 – form “Monitoring intensive care” (TISS);

Annex 12 – TISS implementation guidelines;

Annex 13 – availability of health services (applicable to medical institutions providing dental treatment services);  
Annex 14 – quality of health services (applicable to medical institutions providing dental treatment services);  
Annex 15 – health services for a charge (applicable to medical institutions providing dental treatment services);  
Annex 16 – arbitration rules.

Health Insurance Fund:.....	Health Care Institution: .....
Location: .....	Location: .....
Registry no.: .....	Registry no.:.....
Account no.: .....	Account no.:.....
Bank: .....	Bank: .....
Telephone, fax and e-mail address: .....	Telephone, fax and e-mail address: .....

**SIGNATURES**

Health Insurance Fund  
.....

Health Care Institution:  
.....

**Cost of Contract**

1. The Health Insurance Fund shall pay to the Health Care Institution for the health services agreed under this Contract and Annexes 2, 8, 9 and 10 hereto and for the health services provided to insured persons in 2002 (including disease prevention services) up to

.....  
kroons in total, including

in the first quarter .....	kroons,
in the second quarter .....	kroons,
in the third quarter.....	kroons,
in the fourth quarter .....	kroons.

2. The consolidated invoice together with the health service invoices shall be submitted to the ..... Office of the Health Insurance Fund on a regular basis on the following dates.....

**3. Under this Contract, the Health Insurance Fund shall not purchase the following services from the Health Care Institution:**

.....  
.....  
.....  
.....

Health Insurance Fund  
.....

Health Care Institution  
.....

## Annex 2 to Health Examinations and Health Services Contract

<b>Specialised outpatient and inpatient treatment</b>								Annex 2 to Contract No.
Estonian Health Insurance Fund			Office					
			(health care institution)					
<b>1.The scope of provision and financing of specialised outpatient and inpatient treatment services in 2002 is up to</b>								
including:								
Main speciality/speciality	Profile	Code / Service	Specialised outpatient treatment			Specialised inpatient treatment		
			Number of treatment cases	Number of operations	Amount	Number of treatment cases	Number of operations	Amount
Surgery	Surgery (general)	V20, A20, (A94)						0
Surgery	Child surgery	V21, A21						0
Surgery	Neurosurgery	V22, A22						0
Surgery	Thorax surgery	V24, A24						0
Surgery	Cardiosurgery	V26, A26						0
Surgery	Cardiosurgery	incl. cardiosurgery op						0
Surgery	Urology	V34, A34						0
Surgery	Facio-maxillary surgery	V36, A36						0
Surgery	Proctology	V62, A62						0
Surgery	Vein surgery	V70, A70						0
Surgery			0	0	0	0	0	0
Otolaryngology	Otolaryngology	V54,V55, A54,A55						0
<b>Otolaryngology</b>			0	0	0	0	0	0
Neurology	Neurology	V48, A48						0
<b>Neurology</b>			0	0	0	0	0	0
Ophthalmology	Ophthalmology	V52,A52,A53						0
Ophthalmology	Ophthalmology	Incl. cataract operation						0
<b>Ophthalmology</b>			0	0	0	0	0	0
Traumatology-orthopaedia	Traumatology	V28,V29, A28, A29, (A94)						0
Traumatology-orthopaedia	Burn	V30, A30						0
Traumatology-orthopaedia	Orthopaedia	V32,V33, A32,A33						0
Traumatology-orthopaedia	Orthopaedia	incl. endoprotheses						0
<b>Traumatology-orthopaedia</b>			0	0	0	0	0	0
Oncology	Oncology	V38,V58, A38, A58						0
<b>Oncology</b>			0	0	0	0	0	0
Obstetrics and gynaecology	Obstetrics	V40, A40						0

Obstetrics and gynaecology	Obstetrics	incl. births							0
Obstetrics and gynaecology	Pregnancy pathology	V41, A41							0
Obstetrics and gynaecology	Gynaecology	V42, A42							0
Obstetrics and gynaecology	Gynaecology	incl. monitoring of normal pregnancies							0
<b>Obstetrics and gynaecology</b>			0	0	0	0	0	0	0
Pulmonology	Pulmonology	V44,V46,V63,V80, A44,A46,A63,A64, A80							0
<b>Pulmonology</b>			0	0	0	0	0	0	0
Dermatovenerology	Dermatovenerology	V56,V57, A56, A57							0
<b>Dermatovenerology</b>			0	0	0	0	0	0	0
Paediatrics	Paediatrics	V59,V49, A59,A49							0
<b>Paediatrics</b>			0	0	0	0	0	0	0
Psychiatry	Psychiatry	V50,V51, A50,A51							0
<b>Psychiatry</b>			0	0	0	0	0	0	0
Infectious diseases	Infectious diseases	V13,V14,A13,A14,A65							0
<b>Infectious diseases</b>			0	0	0	0	0	0	0
Therapy	Internal diseases	V02, A02							0
Therapy	Cardiology	V03.A03							0
Therapy	Gastroenterology	V05,A05							0
Therapy	Endocrinology	V11, A11							0
Therapy	Haematology	V15,A15							0
Therapy	Nephrology	V17,A17							0
Therapy	Nephrology	incl. hemodialyses							0
Therapy	Occupational diseases	V19,A19							0
Therapy	Rheumatology	V76,A76							0
<b>Therapy</b>			0	0	0	0	0	0	0
Primary after treatment	Primary after treatment	V10							0
<b>Primary after treatment</b>			0	0	0	0	0	0	0
Medical rehabilitation	Medical rehabilitation	V98, A98							0
<b>Medical rehabilitation</b>			0	0	0	0	0	0	0
Non-medical specialities	Defectologist, psychologist, logopaedist	K51,K59							0
Reception room	Reception room	A95							0
<b>Unclassified specialities</b>			0	0	0	0	0	0	0
<b>Specialities total</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Reserve (up to 15%) for redistribution among specialities									

<b>TOTAL</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

2. Without the approval of the Health Insurance Fund, the Health Care Institution's financial and service scope may be changed by +/- 5% of the annual scope of a speciality at the expense of the scope of another speciality specified by the Contract, except in respect of the health services specified in section 3.3 of the Contract.

3. For the performance of the obligations set forth in section 1 of this Annex, the Health Care Institution shall apply cost effective and patient sparing treatment methods with the purpose of not exceeding the indicators of the average duration of a treatment case in 2001 in the specialities agreed under the Contract.

4. Upon the performance of the Contract, attention shall be paid to the total amount of outpatient and inpatient treatment in the main specialities and the amounts agreed for the health services specified in section 3.3 of the Contract.

5. The Health Care Institution shall submit I, II and III category intensive care services for payment together with the health services of the main speciality, and the Health Insurance Fund shall make a payment on the basis of statistical forms of the Therapeutic Intervention Scoring System (TISS) in accordance with Annexes 11 and 12. Statistical forms shall be preserved together with the case history.

6. Work conducted in the hospital's traumatological unit (A94) shall be included either in general surgery or traumatology-orthopaedia.

7. Health service invoices for the provision of outpatient treatment in the hospital's reception department (A95) shall be submitted under the category "unclassified specialities".

8. The reserve fund shall be redistributed in agreement with the Health Insurance Fund.

9. In accordance with Annex 2 of the Contract, the Health Insurance Fund shall pay the Health Care Institution for the provision of specialised outpatient and inpatient treatment services to insured persons by quarters of 2002 as follows:

I quarter										
II quarter										
III quarter										
IV quarter										
Reserve fund		0 Kr								
Total		0 Kr								
kroons										
	(amount in words)									
Health Insurance Fund									Health Care Institution	

### **Availability of Health Services**

The Health Insurance Fund and the Health Care Institution shall agree on health examinations and health services (hereinafter the health services) as follows:

1. The following definitions shall be used in this Contract:

1.1 For the purposes of this Contract, **emergency care** means a health service to be provided in a situation where the postponement of or failure to provide medical care may cause the death of or permanent damage to the health of a person needing care.

1.2 For the purposes of this Contract, **planned medical care** means a health service the provision of which is medically justified but the postponement of which for a certain period does not cause the deterioration of the condition of the person needing care or affect the course of the disease or does not deteriorate the later prognosis.

1.3 For the purposes of this Contract, **extraordinary medical care** means a health service which has a limited postponement period due to the risk of complications or deterioration of the condition/prognosis.

2. For the provision of emergency care, the Health Care Institution shall:

OPTION 1

-provide insured persons with outpatient and inpatient emergency care during the entire term of this Contract;

OPTION 2

-provide insured persons with outpatient emergency care and, if necessary, organise the transport of a patient to an active care hospital during the entire term of this Contract.

### **3. Provision of planned medical care**

3.1 The Health Care Institution shall provide planned specialised outpatient treatment on the basis of a referral letter of a family physician/general practitioner/specialist, except in the specialities set forth in section 4.1.2 of this Contract.

3.2 The waiting periods for specialists' consultations shall not exceed:

3.2.1 one week in the case of extraordinary medical care;

3.2.2 four weeks in other cases.

3.3 In the case of hospitalisation, the waiting periods shall not exceed:

3.3.1 one week in the case of extraordinary medical care;

3.3.2 six months in other cases (except if planned treatment is postponed for reasons connected with the patient).

3.4 The Health Care Institution and the ..... Office of the Health Insurance Fund shall agree on the following special cases:

3.4.1 in the case of cataract operations, the maximum waiting period shall be .....

3.4.2 in the case of endoprosthesis of large joints, the maximum waiting period shall be .....

3.4.3 in the case of cardiosurgery operations, the maximum waiting period shall be .....

3.4.4 in the case of combined LOR operations, the maximum waiting period shall be .....

3.5 In the cases where planned treatment specified in section 3.4 is postponed for reasons connected with the patient (for example, an acute illness of the patient), he or she shall receive planned treatment during one year.

3.6 The degree of priority of hospitalisation shall be determined on the basis of the diagnosis of a patient as indicated in the referral letter and the condition of the patient in accordance with the positions agreed between specialist societies and the Central Health Insurance Fund in 2000 and with the good practice of medical care.

3.7 The Health Care Institution shall establish rules for the planned treatment waiting list and submit them to the regional office of the Health Insurance Fund upon signature of the Contract.

3.8 The Health Care Institution shall maintain the waiting list in accordance with the rules established in the Health Care Institution and with clearly defined criteria for registration in the waiting list, exclusion from the list and notification of insured persons.

3.9. In the cases of cataract operations and endoprosthesis of large joints as specified in section 3.4, the Health Care Institution shall fill in a statement of assessment of indications per each insured person upon registration in the waiting list and preserve such statement together with the case record or health record. In maintaining the treatment waiting list, the Health Care Institution shall be guided by the justified medical needs of insured persons and shall ensure that patients with objectively assessed greater needs have shorter waiting periods than insured persons with less needs.

3.10 The Health Care Institution shall submit information on the planned treatment waiting list as at the end of a given quarter to the ..... Office of the Health Insurance Fund by electronic means by the tenth day of the month following the quarter, using the electronic report form provided by the Health Insurance Fund.

3.11 The Health Insurance Fund shall have the right to inspect the maintenance of the planned treatment waiting list by the Health Care Institution.

3.12 If the planned treatment waiting list exceeds the time limits agreed under sections 3.2, 3.3, 3.4 and 3.5 of the Contract or if the implementation of the scope of specialities agreed under this Contract differs significantly from that prescribed by the Contract, the Health Care Institution shall submit a request to the Health Insurance Fund for modification of the scope of the Contract showing the following risk reduction measures to be applied by the Health Care Institution:

3.12.1 changes in the proportion of the scope of outpatient/inpatient treatment in the speciality/specialities in comparison with that agreed under the Contract;

3.12.2 the right of the Health Care Institution to modify the scope of specialities within the limits permitted by the Contract;

3.12.3 agreements with the regional office on the redistribution of the reserve fund prescribed by the Contract;

3.12.4 the length of the waiting lists for specialised outpatient and inpatient treatment;

3.12.5 the time limits for the cases specified in sections 3.2, 3.3 and 3.4 in the Health Care Institution.

3.13 The Health Insurance Fund shall consider the modification of the scope of the contract if the permitted +/-5% fluctuation between the specialities is exceeded or for reasons set forth in section 3.12, provided that the Health Care Institution has applied the measures specified in sections 3.12.1 - 3.12.5.

3.14 The Health Insurance Fund shall analyse the implementation of the contracts in respect of the speciality/specialities indicated in the request and the application of the risk reduction measures set forth in section 3.12 by the Health Care Institution, shall assess the financial possibilities and shall prepare a proposal for the amendment of the Contract for financing the services offered in a given speciality in accordance with the provisions of section 3.4 of the Contract. Upon the amendment of the Contract, the price limit prescribed in section 3.5 of the Contract or proposed upon the execution of the Contract shall be applied or a lower price limit shall be agreed. In the absence of financial resources, the raising of the maximum time limits of the waiting lists for planned treatment and notification of insured persons thereof shall be agreed.

4. The Health Care Institution shall give at least two months advance notice to the Health Insurance Fund of the temporary closing down of the Health Care Institution or a

department thereof in connection with a collective holiday, repair or for any other reason during the time period .....

5. The Health Care Institution shall have the right to charge a visit fee on the bases provided for in § 12 (3) of the Republic of Estonia Health Insurance Act. The Health Care Institution shall notify the Health Insurance Fund of the visit charge for 2002, which shall be .....

6. The Health Insurance Fund shall have the right to make the visit fees charged on insured persons by the Health Care Institution known to the public.

Health Insurance Fund  
.....

Health Care Institution  
.....

### **Quality of Health Services**

The Health Insurance Fund and the Health Care Institution shall agree on the quality of health examinations and health services (hereinafter the health services) as follows:

#### Protection of insured persons

1. The Health Care Organisation shall:

1.1 ensure the safety, privacy, confidentiality of the personal data and dignity of insured persons in providing the health services;

1.2 treat insured persons on an equal basis, making possible choices on the basis of medical or any other recognised criteria approved by the Health Insurance Fund and refraining from the discrimination of insured persons on economic, social or any other grounds;

1.3 display in a visible place the procedure for resolution of complaints, the waiting list rules and the conditions for the provision of services for a charge;

1.4 submit, upon the execution of this Contract, the procedure for resolution of complaints to the ..... Office of the Health Insurance Fund;

1.5 provide an insured person or his or her legal representative with relevant and clear information concerning the condition, treatment and possible complications of the patient.

#### Documentation

2. The Health Care Organisation shall:

2.1 maintain medical documentation on the insured persons in accordance with the requirements approved by the Minister of Social Affairs. A case record/health record shall carry information concerning the person's place of employment and position and his or her state of health, the diagnostical and treatment procedures conducted on the person, the prescribed medicinal product(s), the issued prescriptions for medicinal products at concessionary rates and the issued certificates for incapacity for work, prescriptions addressed to the employer, and informed consent of the patients;

2.2 issue or deliver an extract from the case record/health record or a consultation decision to the family physician of the insured person or to the physician who provided the insured person with a referral letter if the insured person has not expressed in writing his or her refusal to provide consent, not later than within one week; at the request of the insured person, the Health Care Institution shall also issue such extract/consultation decision to the insured person. It is permitted to release information regarding psychiatric treatment and diagnosis only with the written consent of the person concerned or his or her legal representative.

3. The Health Care Organisation shall submit the following information to the ..... Office of the Health Insurance Fund:

3.1 necessary documents at the request of the Health Insurance Fund for the purpose of inspection of the grounds for health examinations, health services, release from work or transfer to less strenuous work;

3.2 not later than within one business day, data regarding a victim of a traffic accident, using the format established by Government of the Republic Regulation No. 68 of 22 February 2001. The Health Care Institution shall also deliver such data on hardcopy to the police prefecture of its location. The data specified in the aforementioned Regulation or at least the following data may be sent to the email address of the Health Insurance Fund .....

3.2.1 the victim's personal identification number;

3.2.2 his or her given name;

3.2.3 his or her surname;

3.2.4. the victim's address and, if possible, his or her contact telephone number;

3.2.5 the date and place of the traffic accident;

3.2.6 the date of commencement of provision of the health service;

3.3 written information regarding the patients who have suffered complications as a result of the preceding treatment. If necessary, the Health Insurance Fund shall deliver the materials to the Expert Committee on the Quality of Health Care governed by the Ministry of Social Affairs.

4. The Health Insurance Fund shall submit to the Health Care Institution a dated and signed list of health records, case records and any other documents which the Health Insurance Fund has obtained for up to seven calendar days for the purpose of inspection. The Health Insurance Fund shall be liable for the preservation of the obtained health records, case records and other documents until the return thereof to the Health Care Institution against signature.

#### Quality assurance

5. The Health Care Institution and the Health Insurance Fund shall co-operate regularly for the improvement of management of the quality of health care.

6. The Health Care Institution shall submit a report on its activities in 2002 to the Health Insurance Fund by March 2003, using the form agreed with the Federation of Hospitals; the report form shall be sent to the Health Care Institution in the first quarter of 2002.

7. The Health Insurance Fund shall submit to the Health Care Institution an overview of the analysis done on the basis of annual reports in May 2003.

8. The Health Care Institution shall act in its work on the basis of good clinical practice, and the substantiation and cost effectiveness of treatment and diagnostic procedures. In the case of disputes regarding the quality of health services, the Parties shall act in accordance with the treatment and diagnostics guidelines prepared in Estonia and recognised by the Estonian Health Insurance Fund.

9. The Health Insurance Fund shall have the right to commission an audit of the medical activities of the Health Care Institution for the purpose of auditing the Health Care Institution. If the audit report contains recommendations, the audit costs shall be borne by the Health Insurance Fund and the Health Care Institution in equal parts. In the case of a negative audit, the costs shall be borne by the Health Care Institution. In the case of a positive audit, the costs shall be borne by the Health Insurance Fund.

Health Insurance Fund.....

Health Care Institution.....

**Activities for the implementation of the development plan of the hospital network  
provided for in § 55 of the Health Services Administration Act**

1. Based on the development plan of the hospital network provided for in § 55 of the Health Services Administration Act (RT I 2001, 50, 284) (hereinafter the development plan), the role of ..... (name of health care institution) is

.....

..... (type of hospital, services).

2. In accordance with the development plan, the Health Insurance Fund and ..... (health care institution) shall agree on changes in the types of services provided by the hospital as follows.

-in 2002 .....

-in 2003.....

-in 2004 .....

3. Upon the implementation of the changes set forth in section 2, patients shall be provided with access to the health services as follows:

-in 2002.....

-in 2003.....

-in 2004.....

Health Insurance Fund

.....

Health Care Institution

.....

**HEALTH SERVICES REGARDING WHICH THE HEALTH INSURANCE  
FUND SHALL NOT ASSUME THE PAYMENT OBLIGATION**

1. The Health Insurance Fund and the Health Care Institution shall agree that the persons who are insured by the Health Insurance Fund and whose health examinations and health services are paid for by the Health Insurance Fund are the priority of the Health Care Institution.
  
2. Under the terms and conditions set forth in this Annex, the Health Care Institution may provide the persons insured by the Health Insurance Fund with health examinations and health services for a charge in the case of planned medical care. The preconditions for the provision of health services for a charge are the existence of definite and clearly defined rules for maintaining the waiting lists in the Health Care Institution and submission thereof to the Health Insurance Fund prior to their implementation.
  
3. The Health Care Institution may provide insured persons with health services for a charge in the following cases:
  - 3.1. if an insured person requests the reception of a specialist without a referral letter in specialities where the referral letter requirement is applicable;
  - 3.2. if an insured person requests speedier servicing than that prescribed by the waiting list.
  
4. In the cases specified in section 3, the Health Insurance Fund shall not have the duty to assume the obligation to pay for the services provided to insured persons. Services provided under the aforementioned terms and conditions shall not provide insured persons with a preferred access to the subsequent services paid for by the Health Insurance Fund.
  
5. Health services for a charge shall be provided outside the working hours governed by the Contract with the Health Insurance Fund, and invoices on the provided health services shall not be submitted to the Health Insurance Fund.
  
6. The provision of health services for a charge by the Health Care Institution shall not extend the waiting periods nor prejudice access by insured persons serviced on the general bases to the health services, the availability criteria of which are set forth in Annex 2 to this Contract.

7. The Health Care Institution shall display in a place accessible by/visible to patients the rules for provision of services for a charge, the fees and the hours of provision of such health services. Before providing a service for a charge, the Health Care Institution shall agree on the provision of such service with the patient. The fees of such services shall be reasonable.

Health Insurance Fund

Health Care Institution

Negotiated prices and price limits

.....Office/ structural unit of the Health Insurance Fund  
Health Care Institution.....

1. Based on the Estonian Health Insurance Fund Act, the Health Care Institution shall provide and the Health Insurance Fund shall pay for the health services at the following prices; in which case the Health Care Institution shall not charge fees on insured persons for such services, except the visit fee prescribed in section 5 of Annex 3 to this Contract:

code	coefficient	price
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

2. Upon the execution of the Contract, the Health Care Institution shall make the following offers regarding the price limits set forth in section 3.4 of this Contract:

.....  
.....  
.....

Health Insurance Fund:  
.....

Health Care Institution:  
.....

**PREVENTION OF DISEASE**

1. The scope of prevention activities financed in 2002 shall be up to ..... kroons, including:

No.	Preventive activity	Activity code	Price list code	Planned target group size	Amount

2. For the implementation of this Annex, the Health Insurance Fund shall pay to the Health Care Institution for the preventive activities regarding insured persons up to ..... kroons in total in the first, second, third and fourth quarters of 2002 as follows:

- In quarter I, up to..... kroons
- In quarter II , up to.....kroons
- In quarter III, up to.....kroons
- In quarter IV, up to .....kroons

Health Insurance Fund..... Health Care Institution.....

**DENTAL TREATMENT**

1. The scope of dental treatment financed in the first quarter of 2002 shall be up to ..... kroons, including:

	Number of patients	Amount (EEK)
1. Dental treatment		
2. Incl. dental treatment for children of up to 18		
3. Orthodontics		
4. Prostheses		
5. Prevention of children's dental diseases		
TOTAL up to		

2. The scope of dental treatment financed in the second quarter of 2002 shall be up to ..... kroons, including:

	Number of patients	Amount (EEK)
1. Dental treatment		
2. Incl. dental treatment for children of up to 18		
3. Orthodontics		
4. Prostheses		
5. Prevention of children's dental diseases		
TOTAL up to		

3. The scope of dental treatment financed in the third quarter of 2002 shall be up to ..... kroons, including:

	Number of patients	Amount (EEK)
1. Dental treatment		
2. Incl. dental treatment for children of up to 18		
3. Orthodontics		
4. Prostheses		
5. Prevention of children's		

dental diseases		
TOTAL up to		

4. The scope of dental treatment financed in the fourth quarter of 2002 shall be up to ..... kroons, including:

	Number of patients	Amount (EEK)
1. Dental treatment		
2. Incl. dental treatment for children of up to 18		
3. Orthodontics		
4. Prostheses		
5. Prevention of children's dental diseases		
TOTAL up to		

5. On the basis of this Annex, the Health Care Institution shall conduct activities for the prevention of dental diseases among pupils of the following schools (list of schools and the number of pupils):

School	Number of pupils	Amount

6. In providing dental treatment to insured persons, the Health Care Institution shall act according to the following priorities:

6.1 dental treatment for children of up to 18, orthodontics for children of up to 16, and the activities aimed at the prevention of dental diseases;

6.2 one plastic or non-precious metal prosthesis restoring the mastication function for an insured person entitled to a state pension in Estonia, within three years;

6.3 emergency care for other insured groups (opening of an abscess or extraction of a tooth);

6.4. prophylactic dental examination for other insured groups once a year (Price list code 5269);

7. Prophylactic activities for children:

1. Price list code 5000 - consultation, preparation of a treatment plan, determination of the condition – if prophylactic activities are accompanied by treatment, once per child;

2. Price list code 5001 – determination of the hygiene or periodontal index if necessary;

3. Price list code 5003 – teaching of professional hygiene techniques;

4. Price list code 5002 – prophylactic procedures: pre-treatment of teeth and covering teeth with fluoride varnish or gel to the extent of two teeth or

5. Price list code 5275 – placement of selant on one tooth or two teeth.

Indications for application of selant:

- cariou primary teeth
- deficient dental enamel
- deep fissures on the mastication surface of permanent tooth

contraindications:

- intact primary teeth
- application to partially erupted teeth
  
- cariou dentine

-flat and uneven mastication surface

-selant has been applied in the preceding prophylactics

-pigmented or milky spots on mastication surface

- surface enamel caries
- if one molar has a cariou defect, application to the others

8. requirements for conducting prophylactic procedures:

- i. prior to application of fluoride varnish, it is necessary to clean the teeth carefully with a toothbrush and toothpaste;
- ii. the application of selant shall be effected in a dental treatment office and shall be accompanied by necessary dental treatment;
- iii. if caries is detected as a result of a prophylactic procedure, the dentist who has carried out prophylactics shall be responsible for the sanitation of teeth.

9. For the implementation of this Annex, the Health Insurance Fund shall pay to the Health Care Institution for dental care provided to insured persons up to ..... kroons in total for the first, second, third and fourth quarters of 2002 as follows:

In quarter I, up to..... kroons

In quarter II , up to.....kroons

In quarter III, up to.....kroons

In quarter IV, up to .....kroons

Health Insurance Fund..... Health Care Institution.....

Outpatient and inpatient nursing care

1. The scope of outpatient and inpatient nursing care financed in 2002 shall be up to ..... kroons, including:

Outpatient nursing care		Inpatient nursing care (V10)		Total amount
Number of days of support care for cancer patient at home	Amount	Number of bed days	Amount	

2. For the implementation of this Annex, the Health Insurance Fund shall pay to the Health Care Institution for the provision of outpatient and inpatient nursing care to insured persons in the first, second, third and fourth quarters of 2002 up to ..... kroons in total as follows:

- In quarter I, up to..... kroons
- In quarter II , up to.....kroons
- In quarter III, up to.....kroons
- In quarter IV, up to .....kroons

Health Insurance Fund..... Health Care Institution.....



19. Cardioversion	3							
20. Permanent infusion of antiarrhythmic drugs	3							
21. Rapid saturation with digitalis preparations	3							
22. Forced diuresis	3							
23. Intravenous drug outside regular orders	3							
24. Three and more antibiotic drugs	3							
25. One or two antibiotic drugs	1							
26. Parenteral cytostatic	2							
27. Regular intravenous drugs (treatment scheme)	1							
<b>C. Monitoring, cannulas and catheters</b>								
28. Catheter of lung artery or left atrium of the heart	4							
29. Repeated measuring of SMM	3							
30. Artery cannula or direct arterial pressure monitoring	3							
31. Blood gases, electrolytes and other biochemical analyses 3 and more times within 24 hours	3							

## TISS Implementation Guidelines

### A. Respiration

#### 1. CMV, SIMV, pressure support over 6 hours

to be recorded always when artificial lung ventilation is applied for more than 6 hours. Does not depend on the type of equipment.

#### 2. CMV, SIMV, pressure support under 6 hours

to be recorded always when artificial lung ventilation is applied for less than 6 hours. Does not depend on the type of equipment.

#### 3. Use of muscle relaxants

to be recorded in cases where relaxants are used simultaneously with artificial lung ventilation for better adaptation of the patient. May be by bolus or permanent infusion.

#### 4. CPAP

aspiration with the help of a mask and intubation tube. If the patient has been under controlled aspiration during the same 24-hour period, show CMV, SIMV.

NB! Both cannot be shown.

#### 5. Naso- or orotracheal intubation, tracheostomy cannula change

during the last 24 hours. Is to be taken into account also when performed in the reception room.

#### 6. Tracheostomy

applies during 48 hours regardless of the place where performed (2 scores during 2 days).

#### 7. Regular trachea aspiration

to be recorded if aspiration is effected regularly and in at least two hours. Must be recorded as an order on the intensive care record. Includes aspiration of higher airways.

#### 8. Intubated or tracheostomised patient upon spontaneous aspiration

is to be recorded regardless of when intubated or tracheostomised.

#### 9. Tracheostomy and maintenance of intubation tube, measuring cuff pressure

only if the cuff pressure is measured and the depth of the intubation tube is checked. Must be recorded on the intensive care monitoring record.

#### 10. Added O<sub>2</sub> in inhaled air

only when a mask or nasal probe is used.

#### 11. Aspiration physiotherapy, drug inhalation

insufficient active blowing and coughing must be accompanied by physical exercise, repeated inhalation.

#### 12. Ventilation in prone position

usually only in complicated ARDS treatment.

#### 13. Surfactant treatment for newborns

in treatment of newborns, applicable during 24 hours from the beginning of treatment.

### B. Hemodynamics and intravenous drugs

#### 14. IABP

to be recorded until the balloon is in the aorta.

**15. Cardiostimulator (switched on)**

external (temporary) or freshly implanted permanent stimulator if operates on asynchronous or demand regime.

**16. Cardiostimulator (switched off)**

usually temporary, in stand by position.

**17. Infusion of more than one vasoactive or inotropic agent**

dopamine, dobutamin, adrenaline, noradrenaline, phenylephrin, dopexamin, enoximon, amrinon, milrinon, nitro-glycerine, nitroprusside, methylxantins.

**18. Infusion of one vasoactive or inotropic agent**

**19. Cardioversion**

**20. Permanent infusion of antiarrhythmic drugs**

amiodaron, lidocain etc.

**21. Rapid saturation with digitalis preparations**

rapid saturation with digitalis preparations (during 24 hours) is to be recorded during 48 hours from the beginning of digitalisation.

**22. Forced diuresis**

in special situations, for example, in the case of intoxication, renal insufficiency, acute brain or pulmonary edema. Does not mean removal of chronic edema.

Mannitol infusion is also to be recorded.

**23. Intravenous drug outside regular orders**

the drug is prescribed taking into account the current condition, for example supraventricular tachycardia - verapamil, oliguria - furosem etc.

**24. Three and more antibiotic drugs**

including antimycotic and anti-infection preparations.

**25. One or two antibiotic drugs**

**26. Parenteral cytostatic**

**27. Regular intravenous drugs**

to be recorded if at least one drug is prescribed on a regular basis.

**C. Monitoring, cannulas and catheters**

**28. Catheter of lung artery or left atrium of the heart**

all types are equal (thermodilution, SvO<sub>2</sub>).

**29. Repeated measuring of SMM**

regardless of the methods: ultrasound, thermodilution, etc.

**30. Artery cannula or direct arterial pressure monitoring**

**31. Blood gases, electrolytes and other biochemical analyses 3 and more times within 24 hours**

the times of taking analyses are to be recorded, not the total of analysis responses.

**32. Blood gases, electrolytes and other biochemical analyses 3 and less times within 24 hours**

**33. CVP, central vein catheter**

pressure measuring, both continuous and intermittent.

**34. Two or more peripheric vein catheters**

**35. One peripheric vein catheter**

**36. RR, frequency, aspiration frequency in 2 hours**

only in the absence of direct pressure

**37. ECG or SpO<sub>2</sub> monitoring**

**38. Application of drug into epidural catheter**

includes placement of catheter together with the application of drug.

**39. Precordial echocardiography, sonography, X-ray examinations**

on the territory of the intensive care unit.

**40. Determination of pCO<sub>2</sub> of gastric mucosa**

**41. SjO<sub>2</sub> monitoring**

monitoring oxygen saturation by means of catheter

**D. Parenteral feeding, infusion treatment, electrolyte disturbances**

**42. PT into central vein**

parenteral feeding into central vein, infusion must contain aminoacid solution.

**43. PT into peripheric vein**

**44. Metabolic alkalosis treatment**

presumes determination of pH in blood.

**45. Metabolic acidosis treatment**

presumes determination of pH in blood, includes application of NaHCO<sub>3</sub>.

**46. Infusion of potassium of more than 1 mmol/kg during 24 hours**

**47. Liquid balance more than once during 24 hours**

**48. Liquid balance once during 24 hours**

**49. Enteral probe feeding**

**50. Infusion exceeding basic needs**

for adults, more than 30 ml/kg during 24 hours, all infusion solutions in total. For children, exceeding the standard quantity.

**E. Surgical procedures**

**51. Extraordinary operation or procedure within 24 hours**

all operations and invasive procedures conducted during the last 24 hours on intensive care patient (including PTCA, implantation of cardiostimulator, etc.).

**52. Bronchoscopy or other endoscopies**

laryngoscopy not included.

**53. Pericardium or pleural cavity puncture, drain placement**

either puncture separately or together with drain placement

**54. Pleural or mediastinal drains, active respiration drains**

active aspiration (gophered bellows not included)

**55. Complicated orthopaedic extensions (neck)**

**56. Orthopaedic extensions**

**57. Repeated dressing**

plentiful wound secretion to be dressed frequently.

**58. Planned dressing**

**59. Decubitus ulcer prophylaxis**

all cases where local or position related techniques (regular turning of immobile patient at least in every 3 hours) are used for decubitus ulcer prophylaxis, including special mattresses and beds. Decubitus ulcer treatment together with planned dressing. Scores for decubitus ulcer prophylaxis are not be applied.

**60. Lavage and care of fistula, stoma, passive wound drain**

passive drains in the abdominal cavity or any other region, except thoracic cavity.

**61. Nasogastral probe**

also for enteral feeding.

**62. Showering intensive care patient**

for patients with burns.

**63. Lavage of coelom or large wound surface**

in the mediastinitis, peritonitis and lung empyema treatment.

**F. Hemorrhage and hypovolemia treatment**

**64. Pressure transfusion**

pressure bags and other devices are used for speed.

**65. Thrombocyte transfusion**

**66. Stomach lavage with ice-cold water**

to stop hemorrhage or lavage for the purpose of examinations.

**67. Esophagus tamponade**

Sengstaken-Blakemore probe used for stopping hemorrhage of esophagus vein expansion.

**68. Permanent intra-arterial drug infusion**

for example in the case of abdominal hemorrhage, Pitresin infusion (see article)

**69. EMS, transfusion of freshly frozen plasma or plasma derivatives**

regardless of the quantities.

**G. Neurology, neurosurgery, resuscitation**

**70. ICP monitoring with drainage**

**71. Controlled hypothermy**

regardless of methods, bringing and maintaining body temperature below 33° C.

**72. Resuscitation (within 48 hours)**

resuscitation carried out during 24 hours regardless of the place. Successful defibrillation.

**73. Analgo-sedation, antispasm drug and barbiturate narcosis**

regular or frequent application of drug, but not single application.

**74. Clagrow Coma scale during 3 hours**

in departments carrying it out on a regular basis; in other cases, when prescribed for certain indications.

**E. Other**

**75. Extraordinary hemodialysis, hemofiltration, therapeutic plasmapheresis, CAVHD, CVVHD, therapeutic blood transfusion**

acute when all procedures are dependent on the actual diagnosis. Chronic dialysis if not dependent on the current disease.

**76. Chronic dialysis**

does not depend on the diagnosis for intensive care.

**77. Peritoneal dialysis**

**78. Thrombolysis**

systemic (intravenous) application of streptokinase or application into specific arteries (for example lung arteries). To be recorded during 24 hours after application.

**79. Permanent heparin infusion**

**80. Chronic anticoagulant treatment**

indirect anticoagulant (warfarin), s. c.. heparin, LMW heparin.

**81. Active warming or cooling down of patient, incubator for newborn**

**82. Permanent bladder catheter**

**83. Phototherapy**

**84. Repeated stomach lavage in intoxication treatment**

not the same as lavage with ice-cold water in the case of hemorrhage

**85. Premature newborn of 0-3 months**

born until gestation week 37

**86. Birth weight below 1500 g**

until gestation week 40

**87. Hypo- and hypernatremia treatment**

124 > Na > 156 mmol/l.

**88. Examinations conducted outside the intensive care unit**

of patients needing controlled aspiration, vasoactive drugs or who are unconscious.

**Availability of dental care**

The Health Insurance Fund and the Health Care Institution shall agree on the availability of health examinations and health services (hereinafter the health services) as follows:

1. Emergency care

1.1 The Health Care Institution shall ensure the provision of emergency care to insured persons on the same day on which the patient turns to the Health Care Institution;

1.2 Emergency care shall cover:

-opening of an abscess;

-extraction of a tooth/tooth root in the case of acute periodontitis or abscess.

2. Planned medical care

2.1 The waiting periods for dentist's consultations shall not exceed:

2.1.1 one week in the case of chronic pulpitis;

2.1.2 two months for children with simple caries and in the case of chronic periodontitis;

2.1.3 six months for children with orthodontic anomalies.

2.2 In the cases where the planned treatment has been postponed for reasons connected with the patient, he or she shall receive treatment within one year.

2.3 The Health Care Institution shall establish the waiting list rules and shall submit them to the Health Insurance Fund upon signature of the Contract.

2.4 The Health Care Institution shall maintain the waiting list in accordance with the rules established in the Health Care Institution and with clearly defined criteria.

2.5 The Health Insurance Fund shall have the right to inspect the maintenance of the planned treatment waiting list by the Health Care Institution.

Health Insurance Fund.....

Health Care Institution.....

**Quality of dental treatment services**

The Health Insurance Fund and the Health Care Institution shall co-operate in the improvement of management of the quality of health care. The Health Insurance Fund and the Health Care Institution shall agree as follows in order to ensure the quality of health examinations and health services (hereinafter the health services):

Protection of insured persons

1. The Health Care Organisation shall:

1.1 ensure the safety, privacy, confidentiality of the personal data and dignity of insured persons in providing the health services;

1.2 treat insured persons on an equal basis, making possible choices on the basis of medical or any other recognised criteria approved by the Health Insurance Fund and refraining from the discrimination of insured persons on economic, social or any other grounds;

1.3 display in a visible place the procedure for resolution of complaints, the waiting list rules and the conditions for the provision of services for a charge;

1.4 submit, upon the execution of this Contract, the procedure for resolution of complaints to the ..... Office of the Health Insurance Fund;

1.5 provide an insured person or his or her legal representative with relevant and clear information concerning the condition, treatment and possible complications of the patient.

Documentation

2. The Health Care Organisation shall:

2.1 maintain medical documentation in accordance with the requirements approved by the Minister of Social Affairs. A dental treatment record/orthodontics record shall carry information concerning the person's place of employment and position and his or her state of health, the diagnostical and treatment procedures conducted on the person, the prescribed medicinal product(s), the issued prescriptions for medicinal products at concessionary rates and the issued certificates for incapacity for work, prescriptions addressed to the employer, and informed consent of the patients;

2.2 at the request of the insured person, the Health Care Institution shall also issue such extract/consultation decision to the insured person.

3. The Health Care Organisation shall submit to the ..... Office of the Health Insurance Fund the following information:

3.1 necessary documents at the request of the Health Insurance Fund for the purpose of inspection of the grounds for health examinations and health services;

3.2 not later than within one business day, data regarding a victim of a traffic accident, using the format established by Government of the Republic Regulation No. 68 of 22 February 2001. The Health Care Institution shall also deliver such data on hardcopy to the police prefecture of its location;

3.3 written information regarding the patients who have suffered complications as a result of the preceding treatment (late referral, application of incorrect treatment techniques, an incorrect diagnosis, etc.). If necessary, the Health Insurance Fund shall deliver the materials to the Expert Committee on the Quality of Health Care governed by the Ministry of Social Affairs.

4. The Health Insurance Fund shall submit to the Health Care Institution a dated and signed list of dental treatment records and any other documents which the Health Insurance Fund has obtained for up to seven calendar days for the purpose of inspection. The Health Insurance Fund shall be liable for the preservation of the obtained health records, case records and other documents until the return thereof to the Health Care Institution against signature.

Additional quality control

5. The Health Insurance Fund shall have the right to commission an audit of the medical activities of the Health Care Institution for the purpose of auditing the Health Care Institution. If the audit report contains recommendations, the audit costs shall be borne by the Health Insurance Fund and the Health Care Institution in equal parts. In the case of a negative audit, the costs shall be borne by the Health Care Institution. In the case of a positive audit, the costs shall be borne by the Health Insurance Fund.

Health Insurance Fund.....

Health Care Institution.....

**Dental treatment services for a charge**

The Health Care Institution may only provide health examinations and health services (hereinafter the health services) for a charge in the case of dental treatment as follows.

1. The Health Insurance Fund and the Health Care Institution shall agree that the persons who are insured by the Health Insurance Fund and whose health examinations and health services are paid for by the Health Insurance Fund are the priority of the Health Care Institution.
2. Health services for a charge shall be provided outside the working hours governed by the Contract with the Health Insurance Fund, and invoices on the provided health services shall not be submitted to the Health Insurance Fund.
3. The provision of health services for a charge by the Health Care Institution shall not prejudice access by insured persons serviced on the general bases to health services nor extend the waiting periods.
7. The Health Care Institution shall display in a place accessible by/visible to patients the rules for provision of services for a charge, the fees and the hours of provision of such health services.

Health Insurance Fund

Health Care Institution

## **ARBITRATION RULES**

### **1. Members of the Arbitral Tribunal**

1.1 In order to resolve a dispute between the Family Physician and the Health Insurance Fund (hereinafter the Parties), an arbitral tribunal comprising three members shall be established as follows:

1.1.1 The Family Physician and the Health Insurance Fund shall each appoint one member. The Parties shall appoint the third member together and, depending on the nature of the dispute, the third member shall be either a physician or a lawyer. The third member of the arbitral tribunal shall act as the chair.

1.2. The arbitral tribunal shall have a quorum if the chair and both the members participate in its work. If the member appointed by the Family Physician or the Health Insurance Fund is not present at a session of the arbitral tribunal without a good reason, the respective Party shall be deemed to have abandoned the complaint. The arbitration procedure shall be resumed if the Party deemed to have abandoned the complaint files a corresponding request within five business days of the calling off of the session. Such request may be filed only once.

### **2. Preparation of hearing the dispute**

2.1. Failing agreement between the Parties on a dispute arising from the performance of the contract, each Party may make a proposal to the other Party for forming an arbitral tribunal. The Party making such proposal shall appoint a member of the arbitral tribunal in the proposal.

2.2 The Parties shall appoint together the third member of the arbitral tribunal within five business days.

2.3. Failing agreement between the Parties on the third member of the arbitral tribunal, recourse may be taken to the courts for resolution of the dispute.

2.4. The Parties shall submit all documents necessary for the resolution of the dispute to the arbitral tribunal.

2.5. The chair of the arbitral tribunal, having consulted with the members of the arbitral tribunal, shall determine:

2.5.1 whether the dispute is to be heard only on the basis of written materials or in the presence of the Parties;

2.5.2 the time and date of a session of the arbitral tribunal.

2.6. Sessions of the arbitral tribunal shall, as a rule, be held on the premises of the Health Insurance Fund. On the decision of the chair of the arbitral tribunal, its session may also be held in another location.

2.7. If the arbitral tribunal hears the dispute in the presence of the Parties, the chair of the arbitral tribunal shall notify the Parties of the time and date and place of the session and, if necessary, require the submission of additional materials at least three business days before the session is held.

2.8. Upon receiving the notice specified in section 9 of these Rules, the Party shall notify the arbitral tribunal of the Party's attendance or non-attendance at the session within one business day.

2.9. Failure by one Party or both the Parties to be present at the session of the arbitral tribunal shall not prevent the hearing of the dispute.

### **3. Session of the arbitral tribunal**

3.1 The chair of the arbitral tribunal shall organise the hearing of the dispute at a session of the arbitral tribunal and shall chair the session.

3.2 The deliberation of the dispute shall be conducted in Estonian. If a representative of the Party participating in the session of the arbitral tribunal has no knowledge of Estonian, he or she may use the services of an interpreter. With the permission of the chair of the arbitral tribunal, the Parties may submit documents to the arbitral tribunal in languages other than Estonian.

3.3 The dispute shall be heard only to the extent specified in the written application. At a session of the arbitral tribunal, the complainant may submit additional evidence and explanations unless this changes the content of the dispute. The chair of the arbitral tribunal shall determine the procedure for submission of additional materials and explanations by the Parties.

3.4 Minutes shall be taken of a session of the arbitral tribunal in which at least one Party is present; the minutes shall record the course of the session and the main explanations and positions submitted by the Parties orally.

3.5 The minutes of the session shall be signed by the chair of the arbitral tribunal and the person who took the minutes. If the dispute is heard only on the basis of written evidence, minutes shall not be taken.

### **4. Arbitral award**

4.1 The arbitral tribunal shall render an award after checking all evidence and hearing relevant explanations within ten business days of forming the arbitral tribunal.

4.2 An arbitral award shall be rendered by a simple majority, and no member of the arbitral tribunal shall remain undecided. The minority member of the arbitral tribunal may submit a dissenting opinion on the award.

4.3 An arbitral award shall be reasoned and only rely on the circumstances established as a result of hearing the dispute. An award shall contain a summary of the content of the dispute, the claim of the complainant, a summary of the evidence and justifications presented by the Parties, a reference to the provision of the applicable law, and reasons for the application of such provision and the resolution.

4.4 An arbitral award shall be signed by the chair and members of the arbitral tribunal.

4.5 An arbitral award shall, as a rule, be prepared and signed in two copies of which each Party shall retain one.

4.6 The chair of the arbitral tribunal shall deliver the arbitral award to the Parties.

## **5. Miscellaneous**

5.1 The Party which filed the dispute with the arbitral tribunal shall ensure the provision of technical support to the arbitral tribunal.