

FAMILY PHYSICIAN'S CONTRACT NO.

.....
(place of execution) "....."..... 2002.

The Office of the Estonian Health Insurance Fund (hereinafter the Health Insurance Fund) represented by Director

....., who acts under the Articles of Association of the Estonian Health Insurance Fund enacted by the Government of the Republic Regulation No. 3 of 5 January 2001 and under the authorisation granted by Resolution No.of2001 of the Management Board of the Health Insurance Fund, on the one hand,

and

the medical institution/family physician/general practitioner providing general medical care (hereinafter the Family Physician),.....
(commercial registry code or personal identification no.
(licence no., valid until)
represented by, who acts under the Articles of Association, on the other, (hereinafter individually referred to as a Party and collectively as the Parties) have executed the following contract:

1. GENERAL PROVISIONS

1.1 This contract together with the annexes (hereinafter the Contract) sets forth the conditions for providing persons covered with health insurance (hereinafter insured person) who have been registered in the Family Physician's practice list (hereinafter the list) with services for the promotion of health, prevention of disease and health examination, and with health services (hereinafter the health services), and the procedure and conditions for assumption by the Health Insurance Fund of the obligation to pay for the health services.

1.2 The Parties shall provide insured persons with the necessary health services and assume the obligation to pay for such services based on the following:

1.2.1 the areas of activity specified for the Family Physician by the right to operate as a family physician and by the Work Instructions approved by Regulation No. 117 of 29.11.2001 of the Minister of Social Affairs;

1.2.2 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 other legislation regulating the professional activities of physicians.

1.3 In matters which are outside the scope of this Contract, the Parties shall act pursuant to the Estonian Health Insurance Fund Act (RT I 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; 2001, 42, 233; 47, 260), the Health Care Services Administration Act (RT I 2001, 50, 284) and other legislation.

1.4 During the term of the Contract, the Family Physician shall, in communications with the Health Insurance Fund, be represented by

1.5 During the term of the Contract, the Health Insurance Fund shall, in communications with the Family Physician, be represented by

II SUBJECT MATTER OF THE CONTRACT

The Family Physician shall provide the insured persons registered in his or her list with general medical care ensuring the performance of the conditions for the accessibility and quality of such general medical care as provided by this Contract, and the Health Insurance Fund shall take over the obligation to pay for the provided general medical care during the entire term of this Contract under the terms and conditions and pursuant to the procedure agreed under this Contract.

III PRICE OF HEALTH SERVICES

3.1 The Family Physician shall provide general medical care, and the Health Insurance Fund shall reimburse the Family Physician for the health services provided to insured persons on the basis of the prices established in the price list.

3.2 The Family Physician shall notify the Health Insurance Fund of any services which are not set forth in Chapter 2 of the price list but which are rendered for the purposes of health examination and for providing health services, and of the applicable prices, and shall display such prices in a place accessible by/visible to patients. The Family Physician shall notify the Health Insurance Fund of changes in the services specified in this section and of the prices applicable to such services within five calendar days of the changes being made.

IV PROVISION OF SERVICES

4.1 The Family Physician shall:

4.1.1 provide the insured persons registered in his or her list with health services ensuring the performance of the conditions for the accessibility and quality of general medical care as provided by this Contract;

4.1.2 provide the insured persons registered in his or her list with necessary health services during the entire term of this Contract;

4.1.3 consider an insured person to be registered in his or her list not later than from the first day of the calendar month following the submission of the respective application.

4.2 If an insured person stays temporarily in the territory of another family physician:

4.2.1 the Family Physician shall agree, if necessary and on the proposal of his or her insured person, with the family physician of such territory on the scope of the medical care to be provided to the insured person and on the payment arrangements during the time period when the insured person is temporarily in the territory of the other family physician;

4.2.2 in the case specified in section 4.2.1, the Family Physician shall provide the insured person registered in his or her list with a referral letter for the period when the insured person stays in the territory of the other family physician;

4.2.3 the family physician of the other territory who has provided care shall issue an extract from the medical document to the Family Physician in whose list the insured person has been registered.

4.3 Upon providing emergency medical care, the Family Physician shall:

4.3.1 ensure the provision of emergency medical care to insured persons registered in the list of another family physician/physician providing general medical care without submitting an invoice for any activities covered by the capitation fee. In each specific case, the physician who has provided emergency medical care shall determine the scope of the necessary medical care;

4.3.2 reimburse another family physician/physician providing general medical care for any examinations, treatment procedures and laboratory examinations of an insured person registered in his or her list conducted by the other family physician/physician providing general medical care or provided for in Chapter 2 of the price list of health services.

In each specific case, the physician who provided emergency medical care shall determine the extent of the necessary examinations and procedures.

4.4 The Family Physician shall have the right to:

4.4.1 refer insured persons to consultations and/or treatment to such health care institutions which have a valid contract with the Health Insurance Fund or to health care institutions determined by a written agreement of the Health Insurance Fund;

4.4.2 make proposals to the Health Insurance Fund by 1 November on the health care institutions to which he or she intends to refer insured persons.

V PROCEDURE FOR PAYMENT FOR HEALTH SERVICES

5.1 The Family Physician shall submit to the Health Insurance Fund:

5.1.1 an advance payment invoice by the 3rd day of each month for the payment of basic fee, capitation fee and additional fees;

5.1.2 a consolidated invoice in hardcopy and electronic form as at the last day of the preceding month together with A-parts of health service invoices or, with the agreement of the Health Insurance Fund, print-outs of the health service invoices by the fifth day of each month for examinations and treatment procedures of insured persons as set forth in Chapter 3 of the price list. The services provided for insured persons at the same time and covered by the capitation fee shall also be indicated in the health service invoices;

5.1.3 health service invoices submitted as print-outs must meet the requirements established in Regulation No. 7 of 11 February 1999 of the Minister of Social Affairs "Approval of the Procedure for Issue of Certificates of Incapacity for Work and Guidelines for Completion Thereof"(RTL 1999, 30, 380; 109, 1406; 2001, 4, 40). The procedure for numbering print-outs of health service invoices set forth in this section shall be established by the Family Physician, and, in such case, the length of the number field must correspond to the length of the number field of a valid health service invoice;

5.1.4 health service invoices specified in section 5.1.2 are only in electronic form if such invoices only contain the activities covered by the capitation fee;

5.1.5 invoices covering health services provided for victims of traffic accidents provided that 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 fifth day of the following month after receipt thereof.

5.2 The Health Insurance Fund shall:

5.2.1 make a payment to the Family Physician against an advance payment invoice within 3 business days of receiving such invoice, but not earlier than the fifth day of the calendar month. The basic fee, capitation fee and additional fees shall be paid as advance

payments in accordance with the financial calculations of the services provided by the Family Physician as set forth in this Contract (Annex 3 or 4);

5.2.2 inspect the health service invoices submitted by the Family Physician in accordance with the requirements established in sections 5.1.2-5.1.5 of this Contract and shall pay the accepted invoices within 20 calendar days of receipt thereof, but during the year a total of not more than% of the capitation fee payable for the insured persons registered in the Family Physician's list.

VI NOTIFICATION AND FEEDBACK OBLIGATION

6.1 The Family Physician shall notify the Health Insurance Fund in writing:

6.1.1 of patients who have suffered complications as a result of preceding medical 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;

6.1.2 data concerning persons who have been deleted from and persons who have been added to the list, pursuant to the procedure established by the Minister of Social Affairs, by the last day of the month;

6.1.3 of terminating his or her activities at least two months in advance.

6.2 The Family Physician shall submit to the Health Insurance Fund:

6.2.1 a statement of expenses on the use of basic fees using the form set forth in Annex 9 to this Contract, by 15 January of the following year;

6.2.2 a report on the Family Physician's activities in the second half of 2002 in the form and by the date determined by agreement of the Health Insurance Fund and the Association of Family Physicians.

6.3 At the request of the Health Insurance Fund, the Family Physician shall submit, not later than within three business days, documents for the purpose of inspection of the reasons for the conduct of health examinations, provision of health services, release from work or transfer to less strenuous work, or for issue of prescriptions for medicinal products at concessionary rates.

6.4 In the case of a complaint filed or reasonable doubt about the Family Physician's activities, the Family Physician shall submit the documents specified in section 6.3 within one business day at the request of the Health Insurance Fund for the purpose of inspection of the circumstances related to the medical treatment of insured persons or issue of certificates of temporary incapacity for work.

6.5. The Health Insurance Fund shall submit to the Family Physician:

6.5.1 an overview of the professional activities of family physicians on the basis of their activity reports once a year;

6.5.2 an overview of issued prescriptions for medicinal products at concessionary rates in the respective region compared with the average in Estonia;

6.5.3. an overview of examinations prescribed by family physicians, once in every six months.

VII ORGANISATION OF INSPECTION

7. The Health Insurance Fund shall have the right to:

7.1. obtain health records and other medical documents or copies thereof from a family practice for the purpose of inspection for up to three business days (including the day of inspection), assuming responsibility for the preservation of such documents and information contained therein. A list of the obtained documents shall be prepared, which shall be signed by the Family Physician and a respective employee of the Health Insurance Fund;

7.2 the Health Insurance Fund shall agree with the Family Physician on the time and date of inspection before the inspection is carried out;

7.3 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 Family Physician during the three preceding calendar years and in the current calendar year;

7.4 order a medical activity audit for the purpose of auditing the activity of the Family Physician, taking into account the Family Physician's proposal for appointment of an auditor.

VIII REFUSAL OF PAYMENT AND PAYMENT OF DAMAGES

8.1 The Health Insurance Fund shall have the right to:

8.1.1 return unaccepted health service invoices to the Family Physician within 20 calendar days, accompanied by a statement providing reasons for refusal of payment;

8.1.2 refuse to pay for health services and submit a reasoned statement to this effect if:

8.1.2.1 submitted health service invoices claim sums exceeding...% of the capitation fee payable to the Family Physician during the year;

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

8.1.2.3 a provided health service involves the treatment of complications caused by a medical error of the Family Physician and such error has been verified by the Expert Committee on the Quality of Health Care governed by the Ministry of Social Affairs;

8.1.2.4 the Family Physician refuses to submit a health record concerning a health service 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;

8.1.2.5 The Family Physician does not comply with the terms and conditions of this Contract or has failed to do so on submission of an invoice.

8.1.3 submit a reasoned claim on the basis of the inspection results;

8.1.4 inspect whether invoices submitted by the Family Physician have been prepared as required;

8.1.5 on the basis provided for in the Estonian Health Insurance Fund Act, deduct incorrect or undue disbursements made to the Family Physician from the disbursements to be made during the coming periods.

8.2. The Family Physician shall have the right to contest a statement or claim set forth in section 8.1.1, 8.1.2 or 8.1.3 of this Contract within 20 calendar days of receipt thereof. If the Family Physician does not contest a statement or claim in due time, the statement shall be deemed accepted and the claim, recognised.

8.3 The Health Insurance Fund shall have the right to be reimbursed and the Family Physician shall have the duty to reimburse the Health Insurance Fund for

8.3.1 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 covering more than the specified period if the Family Physician has not submitted documents concerning the respective patient to the Disability Assessment Committee in due time;

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

8.4 The Health Insurance Fund shall have the right to be reimbursed and the Family Physician shall have the duty to reimburse the Health Insurance Fund, on the basis of a reasoned claim, for

8.4.1 the cost of an incorrectly or unduly paid health service invoice if such invoice is incorrect or unjustified;

8.4.2 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 the Family Physician for a medicinal product at a concessionary rate;

8.4.3 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 the Family Physician;

8.4.4 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 Family Physician refuses to submit a health record or any other documents or if the documents submitted by the Family Physician contain errors or are insufficient.

8.5 In addition to eliminating any breach of the terms and conditions of this Contract and paying damages, the Family Physician shall pay to the Health Insurance Fund liquidated damages in the amount of up to 6,000 (six thousand) kroons in the cases set forth in sections 8.5.1 to 8.5.6. The amount of liquidated damages shall be determined based on the following criteria: intention, repetition, and the proportionality between the amount of loss and the scope of the contract. The cases provided for in this Contract are as follows:

8.5.1 the reasons set forth in section 8.4 of this Contract;

8.5.2 for reasons connected with the Family Physician, an insured person did not receive general medical care under the terms and conditions and during the time periods specified in Annex 5 to this Contract;

8.5.3 the Family Physician is unable to provide the health services specified in this Contract for reasons connected with the Family Physician. Reasons connected with the Family Physician may be the absence of equipment prescribed in the work instructions of the Family Physician or the absence of necessary staff;

8.5.4 the Family Physician has violated the requirements for charging visit fees set forth in section 5 or 6 of Annex 5 to this Contract;

8.5.5 the Family Physician has violated the provisions regarding the prices of health services set forth in section 3.1 or 3.2 of this Contract;

8.5.6. the Family Physician has repeatedly provided incorrect or misleading information concerning the state of health of insured persons, the necessary and possible health services, the applied prevention, examination and treatment methods and other material circumstances.

8.6 In the case of an invoice which has not been paid in due time, the Health Insurance Fund shall pay to the Family Physician a penalty for delay on the amount accepted by the Health Insurance Fund for each delayed day, but not more than 6,000 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%.

IX DISPUTES BETWEEN THE PARTIES

9.1 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.

9.2 Failing agreement, the Parties shall designate a three member arbitral tribunal comprising one representative of the Health Insurance Fund, one representative of the Family Physician 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, the chair shall be a physician, and in the case of a legal dispute, a lawyer. Failing agreement between the Parties, a dispute shall be presumed to be of a medical nature.

9.3 The arbitrators shall act pursuant to the provisions of Annex 8 to this Contract “Arbitration Rules”.

9.4 An arbitral award shall be binding on the Parties.

9.5 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 executed within the prescribed period, the dispute shall be resolved by a court.

X MISCELLANEOUS

10.1 This Contract shall become effective on 1 January 2002 and shall be valid until...
..... 200.... . Annexes 1 and 3 to the Contract shall be approved for the first six months of each calendar year and Annexes 1 and 4 for the second six months of each calendar year.

10.2 Amendment, suspension and termination of the Contract.

10.2.1 The Contract may be amended or terminated by an unattested written agreement of the Parties.

10.2.2 A Party may terminate or suspend the performance of the Contract in full or in part on the following grounds:

10.2.2 the other Party is deprived of the legal basis for providing health services during the term of this Contract;

10.2.2.2 upon the termination of the activities of the Family Physician/Physician;

10.2.2.3 the other Party violates the law or legislation enacted on the basis thereof, or breaches this Contract.

10.2.3 A Party shall make a written substantiated notice to the other Party concerning the suspension of this Contract at least 14 days in advance and, concerning the termination of this Contract, at least 60 days in advance, except in the case set forth in section 6.1.3 of this Contract. Within the period specified above, the other Party shall provide sufficient guarantees regarding the possibility of performing its obligations and shall request the continuation of the Contract.

10.2.4 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.

10.3 The Parties 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 accessibility of health services as a result of the merger of the Family Physician or reorganisation of his or her medical practice.

10.4 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 other similar action regarding which the Parties decide that it prevents the performance of the terms and conditions of this Contract in the territory of the Parties.

10.5 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.

10.6 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.

10.7 The provisions of section 10.4 of this Contract do not apply to the reorganisation, transformation or winding up of the Parties.

10.8. 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.

10.9 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 Family Physician.

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

Annex 1 – electronic list of persons registered in the Family Physician’s list/family physicians’ lists;

Annex 2 – codes of the activities covered by the capitation fee;

Annex 3 – financial calculations of services provided by the Family Physician in the first six months of the year; in the case of a general practitioner – financial calculations of services provided by the general practitioner in the first six months of the year;

Annex 4 – financial calculations of services provided by the Family Physician in the second six months of the year; in the case of a general practitioner – financial calculations of services provided by the general practitioner in the second six months of the year;

Annex 5 – agreement on the accessibility of the Family Physician;

Annex 6 – agreement on the quality of the activities of the Family Physician;

Annex 7 – report on the activities of the Family Physician; the format of the report has been approved by the Estonian Association of Family Physicians;

Annex 8 – arbitration rules;

Annex 9 – format of the report on the use of basic fees.

Health Insurance Fund:.....

Location:

Registry No.:

Account Number:

Bank:

Code:

Family Physician:

Location:

Registry No.:

Account Number:

Bank:

Code:

Signatures:

Health Insurance Fund

Family Physician

Codes of activities covered by the capitation fee

CODE	ACTIVITY
	Accepted
9001	First visit
9002	Repeated visit
9003	Prophylactic visit
9004	Home visit
	Procedures and examinations
9007	Bronchodilatator test
9008	Performing and interpreting ECG
9009	Assessment of hearing impairment, hearing screen test
9010	Audiometrics
9011	Glucose in biological liquid
9012	Clinical blood analysis (Hgb, SR, Lk, Hkt)
9013	Examination of eye fundus

Signatures:
Family Physician of the Health Insurance Fund

Annexes 3 and 4 to Family Physician's Contract

FINANCIAL CALCULATIONS OF SERVICES RENDERED BY GENERAL PRACTITIONER					
			Annex 3		
			to Family Physician's Contract		
Financial Calculations of Services Rendered by General Practitioner During First Half of 2002					

1. Financial calculations of services rendered by general practitioner per calendar month in accordance with the list set forth in Annex 1 to the Contract and the prices of general medical care set forth in the price list of health services are as follows:

	Price list code	Title	Calendar month		
			Price	Number of Insured	Amount
Capitation fee per one person registered in the list and covered with insurance per age:	3056	0 to 2 years			0
	3057	2 to 70 years			0
	3058	70 years and older			0
Total					0

2. Payment for health services during first half of 2002 forms% of capitation fee payable to general practitioner during first half of 2002 for insured persons registered in the list, i.e. kroons.

Signatures:					
Health Insurance Fund		General Practitioner			

FINANCIAL CALCULATIONS OF SERVICES RENDERED BY GENERAL PRACTITIONER					
			Annex 4 to		
			Family Physician's Contract		
	Financial Calculations of Services Rendered by General Practitioner During Second Half of 2002				

1. Financial calculations of services rendered by general practitioner per calendar month in accordance with the list set forth in Annex 1 to the Contract and the prices of general medical care set forth in the price list of health services are as follows:

	Price list code	Title	Calendar Month		
			Price	Number of insured	Amount
Capitation fee per one person registered in the list and covered with insurance per age:	3056	0 to 2 years			0
	3057	2 to 70 years			0
	3058	70 years and older			0
Total					0

2. Payment for health services during second half of 2002 forms% of capitation fee payable to general practitioner during second half of 2002 for insured persons registered in the list, i.e. kroons.

Signatures:					
Health Insurance Fund		General Practitioner			

FINANCIAL CALCULATIONS OF SERVICES RENDERED BY FAMILY PHYSICIAN					
			Annex 3		
			To Family Physician's Contract		
	Financial Calculations of Services Rendered by Family Physician During First Half of 2002				

1. Financial calculations of services rendered by family physician per calendar month in accordance with the list set forth in Annex 1 to the Contract and the prices of general medical care set forth in the price list of health services are as follows:

	Price list code	Title	Calendar month		
			Price	Number of insured	Amount
	3051	Advance payment of basic practice fee			0
	3053	Additional payment for holding certificate of family physician			
	3054	Additional payment for location of practice within 20-40 km			
	3056	Additional payment for location of practice within the range exceeding 40 km			
Capitation fee per one person registered in the list and covered with insurance per age:	3056	0 to 2 years			0
	3057	2 to 70 years			0
	3058	70 years and older			0
Total					0

2. Payment for health services during first half of 2002 forms% of capitation fee payable to family physician during first half of 2002 for insured persons registered in the list,
 i.e. kroons.

Signatures:					
Health Insurance Fund		Family Physician			

FINANCIAL CALCULATIONS OF SERVICES RENDERED BY FAMILY PHYSICIAN					
			Annex 4		
			To Family Physician's Contract		
	Financial Calculations of Services Rendered by Family Physician During Second Half of 2002				

1. Financial calculations of services rendered by family physician per calendar month in accordance with the list set forth in Annex 1 to the Contract and the prices of general medical care set forth in the price list of health services are as follows:

	Price list code	Title	Calendar month		
			Price	Number of insured	Amount
	3051	Advance payment of basic practice fee			0
	3053	Additional payment for holding certificate of family physician			
	3054	Additional payment for location of practice within 20-40 km			
	3056	Additional payment for location of practice within the range exceeding 40 km			
Capitation fee per one person registered in the list and covered with insurance per age:	3056	0 to 2 years			0
	3057	2 to 70 years			0
	3058	70 years and older			0
Total					0

2. Payment for health services during first second of 2002 forms% of
 capitation fee payable to family physician during second half of 2002 for insured
 persons registered in the list,
 i.e. kroons.

Signatures:					
Health Insurance Fund		Family Physician			

Annex 5 to
Family Physician's Contract No.

In order to ensure the availability of the Family Physician, the Health Insurance Fund and the Family Physician shall agree as follows:

1. The Family Physician shall:

- 1.1 organise the reception of patients at least 4 hours per day during 5 business days per week, and at least one reception per week shall take place in the evening (until 18.00). In order to ensure the availability specified in section 1.2, the Family Physician shall, if necessary, extend the reception hours, but for not more than 6 hours per week;
- 1.2 ensure that an insured person suffering an acute illness would have access to the Family Physician on the same day on which the person turns to the Family Physician and that a person suffering a chronic disease, within three business days;
- 1.3 organise, in the temporary absence of the Family Physician(s), substitution by other physician(s). The Family Physician shall be financially liable for the activities of substituting physicians;
- 1.4 notify the Health Insurance Fund promptly of:
 - 1.4.1 changes in the reception hours and the place of reception;
 - 1.4.2 recruitment of a new nurse and shall submit the certificate of qualifications of such nurse.

2. The opening hours of the Family Physician's practice

M.....
Th.....
T.....
F.....
W.....

.....(place) and the Family Physician's reception hours

M.....
Th.....
T.....
F.....
W.....

3. The following persons shall work for the Family Physician's practice (1) nurse

-(name);
- 2) substitute physician.....(name) specialised in
.....;

3) (assistant) physician servicing the list(name) specialised in
.....

4. For servicing lists of more than 2300 persons, the Family Physician shall employ an assistant physician.

5. The Family Physician may charge a visit fee on insured persons making an ambulatory visit, pursuant to the procedure established by law or other legislation.

6. The Family Physician may charge a visit fee on persons who have requested the Family Physician to pay a home visit, pursuant to the procedure established by law or other legislation.

Signatures:

Family Physician of the Health Insurance Fund

Annex 6 to
Family Physician's Contract No.

The Health Insurance Fund and the Family Physician shall agree on the quality of health care to be provided by the Family Physician as follows:

Protection of Insured Persons

1. The Family Physician shall:

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

1.2 treat insured persons on an equal basis, making possible choices on the basis of medical or any other recognised criteria and refraining from the discrimination of insured persons on economic, social or any other grounds, and according to the date of registration with the list;

1.3. display in a visible place a notice (information) regarding the right of insured persons to file a complaint with the Health Insurance Fund about the activities of the Family Physician and regarding the terms and conditions for provision of services for a charge;

1.4. use patient sparing and cost effective treatment methods, ensuring the quality of health services.

Documentation

4. The Family Physician shall:

4.1 maintain medical documentation on the insured persons in accordance with the requirements approved by the Minister of Social Affairs. A health record shall carry information concerning the person's place of employment and position and his or her state of health, the conducted diagnostical and treatment procedures, 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 information provided to the insured person;

4.2 before referring a patient to a consultation, carry out necessary examinations of the patient and provide the patient with a referral letter/information concerning the course of the disease, and the examinations and treatment carried out, and formulate the purpose of the referral.

5. The Family Physician shall submit the following information to theOffice of the Health Insurance Fund:

5.1 necessary documents at the request of an authorised employee 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;

5.2 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 Family Physician shall also submit such information to the police prefecture of his or her location;

5.3 written information regarding the patients who have suffered complications as a result of the preceding treatment (late referral, application of incorrect treatment methods, 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.

Treatment instructions

4. The Family Physician and the Health Insurance Fund shall co-operate regularly for the improvement of management of the quality of general health care;

5. The Family Physician shall supervise and guide the work of the nurse in the practice in accordance with the Family Physician's Work Instructions approved by the Minister of Social Affairs;

6. The Family Physician shall use equipment subject to verification which has been verified as required;

7. The Family Physician shall submit a report on his or her activities to the Health Insurance Fund

8. The Health Insurance Fund shall provide an overview of analyses made on the basis of such reports;

9. The Family Physician shall act in his or her work on the basis of good clinical practice, and the substantiation and cost effectiveness of treatment and diagnostic procedures;

10. The Family Physician shall comply with the treatment and diagnostics guidelines accepted by the Estonian Health Insurance Fund;

11. The Health Insurance Fund shall have the right to commission an audit of the medical or business activities of the Family Physician;

12. The Family Physician shall provide a physician of the Health Insurance Fund with access to the medical documentation.

Signatures:

Health Insurance Fund Family Physician

Arbitration Rules

I. MEMBERS OF THE ARBITRAL TRIBUNAL

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 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.

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.

II. PREPARATION OF HEARING THE DISPUTE

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

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.

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

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

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

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

8. 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, a session may also be held in another location.

9. 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.

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

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

III. SESSION OF THE ARBITRAL TRIBUNAL

7. 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.

8. The deliberation of the dispute shall be conducted in Estonian. If a representative of the Party participating in a 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.

9. 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.

10. 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.

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

IV. ARBITRAL AWARD

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

13. 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.

14. 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.

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

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

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

V. MISCELLANEOUS

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

Annex 9 to
Family Physician's Contract No.....

Report on the use of basic fee

_____ (year) **BASIC FEE REPORT**

SUBMITTED BY _____
(Sole proprietor, private limited company, non-profit association etc.)

No. of row		Actual amount per year (kroons)	Notes
1	I REVENUE		
2	1. Total basic fee received from the Health Insurance Fund during the accounting year		
3	II EXPENDITURE		
4	1. Medical equipment costs		
5	1. 1. Acquisition cost		
6	1. 2. Partial acquisition cost		
7	1. 3. Rent		
8	1. 4. Repair and maintenance		
9	2. Information technology costs		
10	2.1. Acquisition cost		
11	2.2. Partial acquisition cost		
12	2.3. Rent		
13	2.4. Partial acquisition cost		
14	3. Costs of means of transport		
15	3.1. Acquisition cost		
16	3.2. Partial acquisition cost		
17	3.3. Rent		
18	3.4. Repair and maintenance		
19	4. Training costs		
20	4.1. Course charges		
21	4.2. Accommodation and travel costs		
22	5. Utilities		
23	6. Insurance		
24	TOTAL EXPENDITURE		

25	III Difference between revenue and expenditure (+/-) 25 (row 2-row 22)		

Date of submission _____

Prepared by (name and telephone) _____

I hereby certify that the information is correct _____

(Signature of sole proprietor/manager of undertaking)