



Sub-Consultancy Agreement

Between

**HLSP Limited
(‘HLSP’)**

&

**The National Family Medicine Training Centre
(‘the Sub-consultant’)**

**For the Provision of Professional Training Services in the
“Support to Primary Health Care Development:
Re-training of Medical Workforce and Practice Managers, Georgia”
(“the Project”)**

This Agreement, dated 01 November 2005, is made between HLSP Limited, of 5-23 Old Street, London EC1V 9HL, UK, Reg. # 03208454; VAT nr GB523765636, hereafter referred to as "**HLSP**"

AND

Ltd National Family Medicine Training Centre, 51 Javakhishvili Street, 0102 Tbilisi, Georgia, hereafter referred to as the "**Sub-consultant**"

1 Background

- 1.1 This sub-consultancy agreement between HLSP and the Sub-consultant is as a result of HLSP being awarded the **Service Contract TACIS/2005/104809 ('the head contract')** contract for the above project by the European Commission ('EC'). The head contract started on 15th July 2005 and will end 18 (eighteen) months later.
- 1.2 This sub-consultancy agreement is made between HLSP and JSC National Family Medicine Training Centre (NFMTC), the Sub-consultant, for the aspects relating to the provision of consultancy professional training services of medical taskforce in the **EuropeAid/119890/C/SV/GE 'Re-training of medical workforce and practice managers, Georgia'** (hereafter referred to "**the project**"). This agreement supersedes any previous agreements between the parties.
- 1.3 Both organisations are in agreement with the contents of this sub-consultancy agreement.

2 General

- 2.1 This agreement shall be interpreted in the light of the head contract and its execution shall not contravene this in any way. If this agreement and the head contract conflict the head contract shall prevail.
- 2.2 This agreement shall be effective from 28th October 2005 and the period of execution of the tasks identified in **Annexes 3 & 4** is six (6) months from the Commencement date.
- 2.3 This Sub-consultancy Agreement is governed by the law of Georgia and the United Kingdom in all matters not covered by the contract.
- 2.4 This Sub-consultancy Agreement shall be valid for as long as the head contract is valid, unless terminated earlier in accordance with the provisions of the head contract.
- 2.5 Either party may terminate the agreement, provided they give the other party notice of at least three months. All payments made under this agreement are made under the head contract and are subject to the terms and conditions of this contract; and are based upon the assumption that reimbursement will be made by EC to HLSP for such payments. If for any reason EC decline to make such reimbursements, or instruct HLSP to discontinue or vary its relationship, this contract will become subject to variation or become void.
- 2.6 The professionals appointed and agreed by the parties to provide services under this agreement will be identified according to the table in **Annex 3**.

3 Responsibilities of the Sub-consultant

- 3.1 The Sub-consultant will provide the following services:
1. Professional Training services of Medical Workforce from Kakheti Region, Georgia according to the terms and conditions in **Annexes 1 & 2**.
- 3.2 The Sub-consultant shall perform the services using the degree of skill, care, diligence and foresight to be expected from a consultant experienced in the provision of services for projects of a similar size and complexity. The Sub-consultant shall comply with all industry standards and applicable legislation.
- 3.3 The provision of the services will be coordinated between the Sub-consultant, the Project Management Unit, having the TACIS Project Office at Institute of Health and Social Affairs, 51 Javakhishvili str. Tbilisi 0102, Georgia, phone/fax: (995 32) 96 27 21; and HLSP, 5-23 Old Street, London EC1V 9HL, UK, Reg. # 03208454; VAT nr GB523765636
- 3.4 The Sub-consultant shall submit technical reports as specified in the Terms of Reference to HLSP's representative in Georgia, Tamar Shanidze whose office is located at the National Institute of Health and Social Affairs, 51 Javakhishvili str. Tbilisi 0102, Georgia, Tel/fax: (995 32) 96 27 21.

4 Fees and Invoices

- 4.1 HLSP will pay the Sub-consultant a global price. The Sub-contract value is 79,814 Georgian Lari, as specified in **Annex 4**.
- 4.2 HLSP must approve additional work provided by the Sub-consultant prior to the work being carried out.
- 4.3 The actual amounts payable must be based on the Consultant's invoices and submitted reports.
The payments will be made according to the following schedule:
- An initial payment [1] will be made within 15 days of signing the Sub-consultancy Agreement. This will represent 50% of the global price
 - Stage payments [2] will be made within 30 days of the submission of an invoice from the contractor and the submission of a satisfactory report approved by HLSP. Stage payment [2] will be submitted after completion of three months of training. It will represent 40% of the global price.
 - The final payment [3] of 10% will be made within 30 days of the successful completion of training programme. A final invoice and final report will be submitted for approval to HLSP.

Stage		Georgian Lari
1	Advance payment	40,000
2	Interim payment	32,000
3	Final payment	7,814
	Total	79,814

- 4.4 Invoices should be as per the template provided in **Annex 5** attached to this agreement.
- 4.5 All payments to the Sub-consultant will be in Georgian Lari into the bank account notified by the Sub-consultant to HLSP. No modifications in fees or other costs to reflect exchange rate fluctuations will be made.

5 Language of the Contract

- 5.1 The language of the contract and of all written communications between the Sub-consultant and HLSP and/or Project Manager shall be English.

6 General Finance

- 6.1 HLSP reserves the right to withhold all or part of the payment if the Sub-consultant is in serious breach of any terms of this agreement.
- 6.2 The Sub-consultant shall hold their financial records such that they comply both with the laws of the Government of Georgia and the accounting requirements of EC and of UK. Original invoices not submitted to HLSP shall be retained in a safe and accessible storage for the appropriate number of years.

7 Copyright and Confidentiality

- 7.1 HLSP holds executive copyright to all data, information and reports produced by the Sub-consultant under this Agreement and such data, information and reports shall not be divulged to any other person or persons without the express authority of HLSP.

8 Liability and Indemnity

- 8.1 The Sub-consultant shall at all times indemnify HLSP for loss or damage which may arise out of or in consequence of the acts or omissions of the Sub-consultant in the performance of their obligations under this agreement.
- 8.2 The Sub-consultant shall indemnify HLSP against any costs and charges incurred by HLSP in respect of the re-performance of the services due to a breach of the Sub-consultant of its obligations under this agreement.

9 Disagreement or Dispute

Any disagreement or dispute arising out of or relating to this Sub-consultancy Agreement shall be settled as follows:

- 9.1 **Mutual Agreement:** The parties shall attempt in good faith to resolve all disagreements or disputes between themselves by mutual agreement.
- 9.2 **Mediation:** If the parties fail to resolve the dispute or disagreement within 14 days then the disagreement or dispute may be referred to mediation.

10 Other

- 10.1 The Sub-consultant shall maintain professional indemnity insurance against claims arising out of the performance of this Sub-consultancy Agreement.

- 10.2 This Sub-consultancy Agreement is not a contract of employment and confers no employment rights on the Sub-consultant or the appointed expert. HSLP accepts no liability for loss of earnings due to the sickness or incapacity of the Sub-consultant either during this Agreement or in the future.
- 10.3 The Sub-consultant undertakes to ensure that any reference made to the Georgia Project recognises that HLSP is the primary contract holder and that EC is the funding agency.
- 10.4 HLSP expects that any additional work arising as a result of this Sub-consultancy Agreement will be contracted through HLSP.

11 Force Majeure

- 11.1 If the performance of this contract is delayed or prevented by war, civil commotion, flood, strike, lockout, government action, cancellation or suspension of the contract by HLSP's client or any other event beyond the reasonable control of either party to the Sub-Consultancy Agreement then HLSP may either terminate or suspend the consultancy agreement.
- 11.2 If the Sub-Consultancy Agreement is terminated because of force majeure, HLSP will notify the Sub-consultant in writing and will pay the Sub-consultant all sums due under the terms of the Sub-consultancy Agreement up to the date of the written notification.

12 Contract Termination

- 12.1 This Sub-consultancy Agreement may be terminated by HLSP with immediate effect and without any payment in lieu of loss of income if the Sub-consultant's agents, representatives or consultants:
- a) Commit any act, or engages in any conduct, likely to bring them, or HLSP into serious disrepute.
 - b) Breach any of the terms of the Sub-Consultancy Agreement
 - c) The appointed expert is unable to carry out any of the activities set out in the paragraph 3.1 of this Sub-Consultancy Agreement for any reason including capability and illness.

Agreed this on 01 November 2005

For and on behalf of HLSP

Name: Jim Campbell
Position: Regional Director – HLSP
Date: 01 November 05

Signature:



For and on behalf of Sub-consultant

Name: Irina Karosanidze
Position: Director,
National Family Medicine
Training Centre

Date:

Signature:

Annex 1 Terms of Reference

Introduction and Background

The priority for ongoing reform of the Health Care system in Georgia is the establishment and further development of Primary Health Care (PHC). The Government of Georgia developed and approved a PHC Strategy in 2000, which serves as a guiding document for the development of PHC and General Practice/Family Medicine in the country. The PHC Strategy envisages the formation of a PHC model that effectively and reliably provides the entire population of the country with high quality yet cost effective medical services and is physically available and affordable. This will contribute to the goal of improving the health status of the Georgian population, with particular emphasis on the most vulnerable and poor. The PHC Strategy calls for major changes in the institutional establishment, functional performance, and financing of the health sector.

The EU TACIS 2002 Action Programme for Georgia foresees a support for addressing the social consequences of transition. The activities in this sphere will concentrate on the health sector reform, in line with the Strategic Health Plan of Georgia and the priorities identified in the Economic Development and Poverty Reduction Programme of the Georgian Government.

TACIS proposes a comprehensive programme (7.5 million Euro grant) supporting the Primary Health Care development, comprising of technical assistance at national and regional levels as well as investment in a pilot region (Kakheti Region, Eastern Georgia) in terms of refurbishment of existing PHC infrastructure, provision of equipment, health promotion and prevention activities and training of PHC facility staff. The European Commission aims to enhance the capability of the PHC network to meet the health needs in Kakheti Region through sustainable, accessible and affordable health care services; and to increase the capacity of local communities to make informed health care decisions, promote their active participation in the health care process, and mobilize their resources to create a more sustainable health care infrastructure.

The programme is part of a multi-donor collaboration (EU, World Bank and DFID) with the Ministry of Labour, Health and Social Affairs. A Memorandum of Understanding (MoU) was signed between these partners with the aim to co-operate in the establishment and further development of a sustainable Primary Health Care system in Georgia. To achieve these objectives, the Ministry of Health, has established a PHC Coordination Board and a PHC Management Committee in the National Institute of Health and Social Affairs through which all assistance is managed and coordinated. Several Working Groups composed of representatives from all key stakeholders dealing with human resource development, service definition, health management information system development, health financing and health promotion are currently in function in order to adapt the appropriate means to be done in parallel and built up a consistent PHC system.

One of the priorities for the development of Primary Health Care is the reform of the health care training for family physicians, nurses and managers in PHC. In order to prepare valuable and coherent assistance to the Ministry of Health, Labour and Social Affairs in this field, the EC financed a study and prepared a regional master plan in Kakheti which has been completed under the preparation of these ToRs on health care needs related to existing providers, equipment, services and staff. Following the Kakheti master plan, that was based on Kakheti PHC system survey data conducted in 2003 and an intensive period of consultation and consensus building with all stakeholders.

In-service training for family medicine human resources was first introduced in Georgia in 1997. This has been closely linked with the establishment of functional FM practices that are considered as an ideal environment for training of family physicians, general practice nurses and practice managers.

All newly established family medicine practices were licensed as a family medicine training centres and were eligible to provide post-graduate education. Due to the new licensing requirements issued by the MoLHSA in summer of 2003 FMTCs resubmitted applications on renewal of the license to implement family medicine residency and CME programmes for physicians, serve as a clinical placement for medical and nursing schools. The applications have not yet been approved by the MoLHSA.

Training Curricula

Re-training programme for family physicians was designed in 1997-1999 by the team of the Deanery of post-graduate general practice education of the University of London. Retraining programmes for general practice nurses and practice managers were developed in 2000-2001. After broad discussion and consultations with experts from major educational institutions and professional associations all training programmes were approved as temporary programmes by the MoLHSA in April 2002. On 11 May 2005 Postgraduate and Continuous Medical Education Board accredited the training program for the re-training of “medical specialties allied to family medicine” into family doctors. The duration of the re-training program for family doctors is 940 hours during 6 months including 484 hours of small group teaching, 24 hours – individual work with each trainee, 96 hours of multidisciplinary teaching and 336 hours of clinical practice/observation/visits).

Training program for general practice nurses approved by the decree of the Minister of Labor, Health and Social Affairs as of 13 May 2005 lasts for 816 hours during 5 months including 500 hours of small group teaching, 60 hours of assignments, 96 hours of multidisciplinary teaching and 160 hours of clinical practice).

The position of the Family Medicine Practice Manager as understood in the West is rather new for Georgia. The first group of practice managers were trained within the DFID Georgia PHC development project 2002-2003. Based upon a training needs assessment, a training programme was developed and implemented. The duration of the practice managers training programme is 650 hours that may last for 6 months.

Staff trained in PHC

There are number of PHC staff already retrained in family medicine in Georgia: 198 primary care physicians, 40 general practice nurses and 15 practice managers were re-trained during the period of 1997-2003 at family medicine training centres under the supervision and coordination of the National Health Management Centre (Currently, the National Institute of Health and Social Affairs).

The National Institute of Health and Social Affairs has been acting as a supervisory organisation by providing the monitoring and evaluation of the training programmes all over the country.

Most of the re-trained staff is currently working at family medicine practice sites in Tbilisi and Mtskheta, 35 PHC physicians were re-trained from Imereti, Adjara and Shida Kartli. There are no re-trained physicians and nurses in Kakheti.

Family Medicine Trainers of Physicians, Nurses and Practice Managers

The training programmes for family medicine staff have been established for the family physician, general practice nurse and practice manager trainers. The roles and functions of trainers were determined under the temporary statutes approved by a Ministerial decree in April 2002.

The specific training course “Pedagogic Skills-Teaching and Learning in General Practice” for trainers was developed and implemented by the National Institute of Health and Social Affairs. The duration of the course is 72 hours. A family physician desiring to be certified as an FM trainer must complete the course.

Overall Target

The overall target of the project is that:

- A minimum number of at least 85 teams of primary care physicians and nurses are to be retrained by December 2006 [a team consists of one primary health care physician and one nurse]. Nomination of all trainees will follow the guidelines set by the MoLHSA. It is aimed that initially approximately thirty-nine teams of physicians and nurses from Kakheti will be identified by MoLHSA authorities to commence training in October 2005. The remaining forty-six teams will be identified by the MoLHSA and training should commence early in 2006. Subsequently, the Sub-consultant and HLSP will ensure that trained Kakheti teams are enabled to use their newly acquired skills in newly refurbished and equipped offices upon returning to their assigned work sites in Kakheti region.

Specific objectives to be achieved by the sub Consultant

The **specific objectives** are to:

- Re-train two groups of physicians and two groups of nurses that will work in refurbished PHC facilities in Kakheti region. The skills building instruction will follow existing curricula for the Minimum Residency Training [940 hours for a physician and 816 hours for a nurse] to make sure that retrained workers are providing uniform Family Medicine services to the population.
- To achieve this objective it will be necessary to:
 - Conduct 6 months training [940 hours of which 336 hours will be in clinical practice] of six physicians in family medicine according to the regulations approved by the State Board of Postgraduate and Continuous Medical Education.
 - Conduct 5 months [816 hours of which 160 hours will be in clinical practice] retraining of six General Practice Nurses according to the re-training programme approved by the Ministerial decree 129/0 as approved on 13 May 2005.
 - Provide sufficient training rooms, furniture and equipment and licensed family medicine trainers to train the number of candidates as it will be specified in the contract.
 - Provide access to a wide range of patients to enable clinical practice training to take place.

A list of the trainees to attend the course is at Annex 6.

Annex 2: Organisation and Methodology

The Sub-consultant will:

- Provide the key experts listed in Annex 3 to complete the training programme. If any of the experts should become unavailable, the Sub-consultant will seek the approval of HLSP of a suitable replacement.
- Provide an appropriate training environment with sufficient equipment. Training will be provided at least five days per week between 10:00 and 17:00
- Provide facilities for theoretical and practical training; there must be sufficient contact with a wide variety of patient [male, female and children]

The Sub-consultant will undertake the training in accordance with the relevant Georgian legislation and orders.

The Sub-consultant will provide a detailed programme of training covering the whole period of training to HLSP's representative before the commencement of training.

HLSP's representative will make regular visits to the National Family Medicine Training Centre to check on the number of participants and the quality of delivery of the training programme. The Sub-consultant will make available all facilities and records to HLSP's representative. Some of these visits may be unannounced.

The Sub-consultant will keep records of the attendance of participants. The Sub-consultant will keep records of the training modules delivered. The level of attendance, record of training delivered and other relevant information will form part of the report for the stage and final payment.

The Sub-consultant will keep the records identified in Annex 7 and submit these on a monthly basis to HLSP local representative Tamar Shanidze at 51 Javakhishvili Street, Tbilisi 0102, Georgia.

At the end of the course, the Sub-consultant will organise a summative examination.

Annex 3: Key experts

The Sub-consultant will make available the following personnel:

National Family Medicine Training Centre				
No.	Name of Trainer	Position Full Time/Part Time	Date attended FM Training	Date received TOT Training
1	Irina Karosanidze, GP	GP Trainer, part time	1997-1999	1997-1999
2	Tamar Gabunia, GP	GP Trainer, part time	1997-1999	1997-1999
3	Tamar Shanidze, GP	GP Trainer, part time	1997-1999	1997-1999
4	Magda Omiadze, GP	GP Trainer, part time	1999-2000	1999-2000
5	Eteri Jajanidze, GP	GP trainer	1999-2000	1999-2000
6	Natela Jajanidze, GP	GP trainer	1999-2000	1999-2000
7	David Kuchava, GP	GP trainer	1999-2000	1999-2000
8	Marech Cherkezishvili, GP	GP trainer	1999-2000	1999-2000
9	Natela Odoshashvili, GP	GP trainer	1999-2000	2001
10	Nana Gudavadze, GP	GP trainer	1999-2000	2002
11	Ketevan Mamulashvili, GP	GP trainer	1999-2000	2002
12	Ushangi Kiladze, GP	Practice Manager	2000-2001	2000-2001
13	Iamze Gamjashvili, Nurse	Nurse trainer	1999	2001
14	Ketevan Kokiauri, Nurse	Nurse trainer	1999	2001
15	Liana Bokhua, Nurse	Nurse trainer	1999	2001
16	Marina Jimukhadze, Nurse	Nurse trainer	1999	2001
17	Irma Giorgadze, Nurse	Nurse trainer	2002-2003	2002-2003
18	Manana Odisharia, Nurse	Nurse trainer	2001-2002	2001-2002

Annex 4: Budget

The Sub-consultant will be paid the following:

Price for providing Physician Training	43,396 Georgian Lari
Price for providing Nurse Training	36,418 Georgian Lari
Total Global Price	79,814 Georgian Lari

Annex 5: Invoice

Name National Family Medicine Training Centre
Address 51 Javakhishvili Street
Postal code/city/Country Tbilisi, 0102, Georgia
Tax number/Passport number

Email: nfmtc@nilc.org.ge

Telephone: (995 32) 95 98 66

Fax: (995 32) 95 98 66

INVOICE TO:

HLSP Limited

5-23 Old Street

London EC1V 9HL, UK

VAT nr GB523765636

Invoice

Your ref: "Support to Primary Health Care Development: Re-training of Medical Workforce and practice managers, Georgia"/Service Contract TACIS/2005/104809

Our ref: Invoice number

Herewith I request payment for the provision of professional services.

Attached are the reports for the period covered by this invoice.

TOTAL – ADVANCE PAYMENT

20,000 Georgian Lari

In Favour of: LTD National Family Medicine Training Centre

Account number: 33793618 /USD Eur/
Name of Bank: United Georgian Bank
Central Branch
Tbilisi, Georgia
Postal code/city/country 0108/Tbilisi/Georgia
Bank code: 220101666

Address: 14 Chanturia St.
Fax: + 995 32 933 291
Phone: + 995 32 933 639
+ 995 32 999 843
E-mail: TBILKANZ@ugb.com.ge

Name: Irina Karosanidze

Signature: _____

Annex 6: List of Trainees to Attend the Group Training

Physicians

Nurses

Annex 7: Reports to be Submitted on a Monthly Basis

- 1. Trainees' daily attendance lists during the reporting period**
- 2. Detailed monthly reports with the description of training modules conducted by the Sub-consultant**