

CONTRACT BETWEEN REGIONAL SUSIF AND FAMILY MEDICINE PRACTICE

AGREEMENT

Tbilisi, Georgia

(date), 2006

This contract is in force in accordance with the Civil Code of Georgia, Article x, Paragraph xx (clauses, where the description of PHC program will be presented), the Law on State Budget for 2006, the Decree # x of the Minister of Labour, Health and Social Affairs dated on “Approval of State Programmes in Labour, Health and Social Affairs for 2006”, and the decree # xx of the General Director of the SUSIF “on Implementation of the State Health Programmes”.

1 SUBSCRIBER PARTIES

- 1.1 Dr (name and family name), head of the Family Medicine Practice at (address) (hereinafter: family doctor, party in the contract)
- 1.2 State United Social Insurance Fund, represented by its director, (hereinafter: the Fund, party in the contract).

The parties in the contract have concluded the following:

2 SUBJECT OF THE AGREEMENT

- 2.1 Subject of this agreement is the mutual rights and duties of the parties in the contract with regard to the provision of family medicine services in the course of the year 2006, and it regulates the following:
 - * Types and scope of family medicine services, which are the subject of this contract;
 - * Structure of the family medicine team;
 - * Responsibility of the family doctor, and the family medicine team in providing the services which are the subject of the contract;
 - * Time and place of provision of family medicine services;
 - * The manner of providing health care in the family medicine;
 - * Amount allocated by the Fund for the provision of family medicine services, and methods of calculation and compensation payment;
 - * Payment terms for contracted monthly compensation of the family medicine practice;
 - * Infrastructure provision;
 - * Documentation to be submitted for monitoring the performance of the family medicine team(s);
 - * Supervision over execution of the provisions from this contract;
 - * Rights and duties of the parties in the contract with regard to the abrogation of the contract;
 - * Other rights and duties.

2.2 The parties in the contract agree to promote the concept of family medicine based on the role of the doctor as a “gatekeeper” towards higher levels of health care system. The family medicine team will comply with all requirements concerning the contracted health services at the level of Primary Health Care for which it is competent.

2.3 The norm for the structure of an average family medicine team per 2000 persons is the following:

- * Family doctor - 1
- * Nurse who has completed a training in the family medicine (hereinafter referred to: family nurse) - 1

3 RIGHTS AND OBLIGATIONS OF THE FAMILY MEDICINE PRACTICE

3.1 The family doctor is bound to provide adequate business premises that meet the official standards and norms.

3.2 The family doctor is bound to provide a family medicine team and medical equipment that are required for the proper provision of family medicine services.

3.3 The family doctor is the lawful owner of all medical and other equipment bought by the family doctor.

3.4 The family doctor is obliged:

- * to provide optimal access to his/her practice by defining the working hours that most suit the majority of his/her patients.

- * to write the following information on the door of the practice:
 - Working hours for non-urgent services.
 - Names and family names of the family medicine team members.

3.5 In case of his/her absence that is longer than a week or in case of a temporary cessation of work, the family doctor is bound to provide to his/her patients a substitute through a contract with a health worker who is a specialist in the same field and performs private practice, or with a PHC institution that will provide services to his/her patients during his/her absence.

3.6 The family doctor undertakes the obligation to provide health services from Attachment No. 1 of this contract, with the assistance of the family medicine team, in compliance with the Provisions of the Law on Constitution of Georgia, Law on Health Care, Law on Health Care Services, Law on Patients Rights, Labour Code of Georgia, relevant decrees and regulations of the MoLHSA and SUSIF and other provisional or sub-provisional acts, on the principle of free selection of the family doctor on the basis of the place of residence of the citizens, in accordance with the standards and norms for this level of health care.

3.7 The family doctor undertakes the obligation to provide a family medicine team, the description of which is attached to this contract and represents an integral part of the contract.

3.8 Preventive, diagnostic and treatment services will be provided up to the level of competence for licensed family doctors. Attachment No. 1 describes the services to be provided by the family medicine practice; this attachment is a part of this contract and it is obligatory for the parties.

3.9 The family doctor and every family medicine team member are responsible for avoiding the following:

- * All activities which may cause deterioration of the health condition of the enrolled person, wrong and incomplete provision of diagnostic and therapeutic services, lack of control of the effect on the therapy prescribed, or late referral to another health institution, leading to unnecessarily long treatments, deterioration of the patient's condition, disability or death of an enrolled person.

- * Provision of health services by persons who are not qualified, except in emergency situations.

- * Non-compliance with the working hours mentioned in article 5 of this contract, or any other form of non-observance of the work schedule or failure in internal organisation, which can be the reason why an enrolled person did not receive proper care, was forced to wait and come several times for the same health service, or made it more difficult for him/her to get the health care needed.

- * Late provision of emergency health care.

The family medicine team is obliged to:

- * respect the dignity, honour and reputation of a patient during treatment;

- * provide adequate health care without discrimination;

- * provide adequate information about personal health condition, diagnosis and treatment, and possible after-effects;

- * respect the right of the patient to accept or refuse medical treatment, as well as the right to personal physical integrity, the right to access to his/her personal medical information, and other rights regulated by the Law on Patients' Rights.

- * provide equal treatment to all enrolled persons with the same level of health needs, and avoid corruption or provision of better treatment based on personal relations and other non-medical criteria.

3.10 The family doctor is bound to prescribe from the attached amendment No. 2 on drugs.

3.11 The family doctor, as well as other members of the team, is bound to engage themselves in the quality improvement system and accreditation in health, conducted by the Fund and the Medical Quality Control Inspection of the MoLHSA. They should pass all exams or training that is necessary for relicensing.

3.12 The family doctor undertakes the obligation to provide all data legally required from the family medicine practice by the Department of Public Health. These

data will be presented to the Rayon representative of the Department of Public Health at the required time intervals. Non-compliance with this obligation will be reported to the Fund by the Department of Public Health

3.13 The family doctor undertakes the obligation to provide all the necessary documentation and reports according to the monitoring needs of the Fund. They are to be submitted by the 10th of each month for the previous month, on the prescribed forms, which are enclosed as Attachment No. 3 in the contract. The forms ask for data on the activities of the family medicine team performed for various categories of the enrolled population (including mother and child care and services for patients with chronic diseases), the number of referrals for specialist- consultative examinations, the number of referrals for hospital treatment, drug consumption, referrals for diagnostic investigations, and data on the health promotion work.

4 RIGHTS AND OBLIGATIONS OF THE STATE UNITED SOCIAL INSURANCE FUND

4.1 The Fund is bound, in co-operation with the contracted family medicine practice, to organise the registration of up to 2500 persons per family doctor, with the objective to achieve regional coherence of the registered individuals.

4.2 Every three months, the Fund will compare the results stated in the monthly reports to the contract obligations.

4.3 The Fund is bound to inform the family doctor in the contract on all alterations of the general acts of the Fund referring to the execution of the contracted obligations on time.

4.4 The Fund controls the fulfilled obligations of the family doctor regulated by this contract through:

- * inspection of the submitted documents;
- * direct control by the control service (monitoring service) into the work and documents of the family doctor.

A report is made on the control performed, which includes the findings on the actual situation and a proposal for removing any shortcomings and irregularities in the execution of the obligations from the contract.

4.5 Upon the receipt of the monthly reports from article 3 paragraph 13 of this contract, the Fund will review the documentation and inform the family doctor on possible shortcomings and needs for adjustments within the period of 15 days.

4.6 The director of the Fund decides on the steps to be taken in the anticipated period for the purpose of removing the shortcomings.

4.7 The director of the Fund decides on the steps to be taken in the anticipated period for the purpose of removing the shortcomings;

5 PRICE OF THE AGREEMENT

5.1 The family doctor is entitled to compensation for the provided health services that are the subject of this contract. The compensation is calculated as follows:

Capitation fees for the various categories of population:

No. of covered persons in each category of population:

Overall compensation by capitation:

Budget contribution based on is:

Total compensation in the year 2006:

5.2 The compensation for the capitation is paid monthly: 1/12 of the overall compensation amount from the Paragraph 5.1 of this Article. The overall compensation is adjusted to the change in the number and structure of the persons enrolled by the family doctor each January 1st of the ongoing year.

5.3 The family doctor submits a monthly invoice prepared in compliance with the compensation from the article 5.1 of this contract.

5.4 In accordance with the monthly invoice in item 1 of this article, the Fund remits the compensation amount for the ongoing month directly to the account of the family doctor, number:, registered at the transaction bank

5.5 Patients will pay themselves for the cost of health care services provided by the family doctor not included in the list of services defined in the attachment to this contract.

6 TERMS OF THE AGREEMENT

6.1 This agreement is in force until (.....).

6.2 The parties in the contract may abrogate this contract before the expiration of the contract period if parties will not fulfil items according to this contract.

6.3 The family doctor may abrogate the contract if the Fund fails to fulfil its contracted duties.

6.4 The Fund may abrogate the contract if the family doctor does not recognise and does not execute the provisions of this contract.

6.5 The contract will be abrogated within 30 days from the day of determining the abrogation circumstances.

6.6 Notification on the contract abrogation is published in the media for the purpose of enabling the enrolled persons to select a new family doctor within 30 days.

7 FORCE MAJEURE

7.1 The family doctor is released from liabilities subscribed by the agreement if their failure was caused by force majeure circumstances (calamities, civil unrest, strikes, state of emergency, war, as well as ruling of normative or administrative constraints by the government that could affect the execution of the agreement) or due to the presence of emergency and inevitable circumstances under specific cases.

7.2 Parties are responsible to announce each other by written form regarding the beginning and end of force majeure circumstances.

8 FINAL PROVISION

8.1 This contract is made in four copies and each has the same juridical power. Each party keeps two copies.

8.2 This contract takes effect on the date on which it is signed.

8.3 Any amendments for this contract will be in force after the signature by both parties.

8.4 The parties in the contract will attempt to solve amicably any disputes related to the contract. In case of an unsolved dispute, the matter is resolved according to the Georgian legislation.

9 SIGNATURES AND ADDRESSES OF THE PARTIES

Family medicine doctor

SUSIF

Address:

Address:

ATTACHMENT No. 1 - TYPES AND SCOPE OF HEALTH SERVICES TO BE PROVIDED

The family doctor is bound to provide these health services within the scope prescribed by the State Ambulatory Programme for 2006.

Curative services

Health services that are the subject of this contract are the following:

- * Diagnostics and treatment for any health complaint presented to the family doctor during office hours;
- * Diagnostics and treatment for all urgent complaints outside office hours, including first aid;
- * Urgent and non-urgent home visits if required by the condition of the patient;
- * Follow-up treatment of TB patients;

- * Standard list of immunisations and check-ups, as determined by the State Ambulatory Programme 2006;
- * Other official prevention programmes including health education and promotion activities;
- * Health check-ups for military draftees;
- * Standard list of laboratory tests, as determined by the State Ambulatory Programme 2006.

Preventive services

- * Systematic check-up of infants, pre-school children and school children;
- * Patronage visits to pregnant women, women who has just given birth, infants, children, infectious patients, and the old and weak;
- * Medical check-up of children for kindergarten;
- * Medical check-up of school children for enrolment in school;
- * Medical check up for immunisation;
- * Standard programme of immunisations;
- * Individual instruction to mothers on feeding;
- * Screening of specific target groups;
- * Health education for small groups;
- * Direct participation in all official prevention-promotion programmes with the aim of removing the risk factors that could directly affect the health of the population on their territory of operation;
- * Co-operation with educational, social, municipal and other institutions in the implementation of the prevention-promotion activities;

ATTACHMENT No. 2 – DRUG/MEDICINE-LIST

ATTACHMENT No. 3 – REPORTING FORMS