Approved
by decision of the EHIF
Management Board No. 497 of 30 December 2013

Amended
by decision of the EHIF
Management Board No. 296 of 3 July 2014

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR FINANCING MEDICAL TREATMENT

1. General provisions

1.1. The EHIF shall assume from an insured person the obligation to pay for health services (hereinafter *service*) according to the provisions of law and the Contract if the person has been entered into the health insurance database and has valid insurance cover on the date of the commencement of the treatment.
1.2. The EHIF shall assume from an insured person the obligation to pay for a service that has been entered in the list of health services established by the Regulation of the Government of the Republic under § 30 (1) of the Health Insurance Act (hereinafter *list of health services*) and that has been provided on medical indications within the minimum volume of services and the financial scope of services as agreed in the Contract.

2. Amount of obligations assumed by the EHIF from insured persons and the minimum volume of services provided

2.1. The total amount of obligations assumed by the EHIF and the minimum volume of services to be provided by the Health Care Provider to insured persons within the limit of this amount shall be agreed in the financial annexes to the Contract according to a half-yearly distribution.
2.2. For the purposes of this Contract, the minimum volume of services is the number of treatment events agreed between the EHIF and the Health Care Provider. The concept of a treatment event is defined in Annex 2 to the Contract (Additional Terms and Conditions of the Contract for Financing Medical Treatment)
2.3. Based on the list of health services applicable at the time of entry into the Contract, the EHIF and Health Care Provider shall, upon signing the Contract, agree on the number of treatment events for the 1st and 2nd halves of the year of signing the Contract and the amounts of financial obligations to be assumed by the EHIF, but not for a period longer than that for which the Health Care Provider has a legal basis to provide services.
2.4. During the term of the Contract, the EHIF and Health Care Provider shall agree in writing on the number of treatment events and amount of financial obligations to be assumed by the EHIF for the 1st and 2nd half-years not later than by the 10th day of February of the current year, but not for a period longer than that for which the Health Care Provider has a legal basis to provide services, or until the end of the term of the Contract.
2.4.1. If the Health Care Provider does not reach the number of treatment events agreed on in Annex 3a to the Contract, the amount of financial obligations to be assumed by the EHIF shall be less by an amount to be calculated as follows: The number of treatment events in outpatient care, day care and inpatient care multiplied

by the average cost of a treatment event for outpatient care, day care or inpatient care for the relevant medical field as specified in Annex 3 to the Contract.
2.5. During the term of the Contract, until the agreement referred to in clause 2.4 is reached, the amounts of financial obligations to be assumed by the EHIF and the number of treatment events shall be maintained at 80% of the actual (performed) scope for the same calendar month of the previous year.
2.6. The Health Care Provider shall plan for the provision of services the number of treatment events and use of funds agreed on in the financial annexes to the Contract across half-years so as to ensure the provision of services to insured persons throughout the term of the Contract under the conditions and pursuant to the procedure agreed on in the Contract during the maximum length of a waiting list approved by the supervisory board of the EHIF under § 12 (1) 2^{1})of the EHIF Act (hereinafter *maximum length of a waiting list*).
2.7. Performance of the contracts shall be monitored every half-year during the calendar year. The conditions for monitoring the performance of contracts shall be set out in Annex 2 to the Contract.
2.8. In order to ensure the availability of services, the Health Care Provider may submit to the EHIF a reasoned request for amending a financial annex to the Contract for the 2nd half-year as follows:
2.8.1. to amend the agreed number of treatment events within the agreed amount of financial obligations to be assumed for outpatient care, day care or inpatient care across medical fields;
2.8.2. to amend the agreed number of treatment events and increase the amount of financial obligations to be assumed, provided that the waiting list for the scheduled treatment of the Health Care Provider exceeds the maximum length of a waiting list and the number of treatment events for the 1st half-year has been met;
2.8.3. for transferring to the 2nd half-year the unmet part of the agreed number of treatment events and amount of financial obligations to be assumed, as agreed for the 1st half-year;
2.8.4. if the number of treatment events agreed for the 1st half-year has been met, for transferring the unmet part of the amount of financial obligations to the 2nd half-year.
2.9. The Health Care Provider shall submit the request referred to in clause 2.8 by the 15th day of July every year. The EHIF shall not grant any requests submitted after 15 July. The EHIF shall review the request referred to in clause 2.8 by 31 July.
2.10. The cases in which the Health Care Provider may submit a reasoned request for amending a financial annex to the Contract for the current period in order to ensure the availability of services are listed in Annex 2 to the Contract.
2.11. The EHIF may refuse to increase the amounts of financial obligations agreed in the Contract based on the budget of the EHIF and the principle of sound use of health insurance funds.
2.12. The EHIF shall analyse the performance of the Contract to ensure availability and consider amending the Contract in the cases referred to in clauses 2.8 and 2.10.
2.13. In order to ensure the availability of a service, the EHIF may increase the following items as agreed for the 2nd half-year in a financial annex to the Contract:
2.13.1. the number of treatment events and the amount of financial obligations to be assumed to the extent that these were not met in the 1st half-year;
2.13.2. the amount of financial obligations to the extent that the obligations were not met in the 1st half-year if the number of treatment events agreed for the first half-year has been met and the amount of financial obligations to be assumed has not been met.

3. Price paid for the provision of services and assumption of the payment obligation

3.1. The EHIF shall assume from an insured person the obligation to pay to the Health Care Provider for the services provided to the insured person according to the reference prices established in the list of health services, taking into account the limits established in the list of health services and the contractual prices listed in an annex to the Contract, if the latter are lower than the price calculated according to the limit.

3.2. Upon amendment of the Contract, the reference price coefficient provided by law or specified in the request for the Contract or during the selection procedure or agreed during the Contract negotiations shall apply to payment for additional treatment events.

3.3. The Health Care Provider shall provide to insured persons referred by family doctors who have entered into a contract with the EHIF for financing general medical care the investigations, therapeutic procedures and laboratory tests listed in Chapter 2 of the Minister of Social Affairs Regulation 'Procedure for the assumption of a payment obligation of an insured person by the health insurance fund and the methods for calculation of the payments to be made to health care providers' as established on the basis of § 32 of the Health Insurance Act (hereinafter *procedure for the assumption of a payment obligation*) and provide e-consultations via the health information system. The family doctor who has ordered an investigation or e-consultation shall pay for it according to the agreement between the Health Care Provider and the family doctor, but not more than the reference price established in the list of health services.

3.4. Upon assumption of the obligation to pay to the Health Care Provider for services, the EHIF shall apply the exceptions related to the reference prices for diagnosis related groups (DRG) as specified in Annex 9 to the Contract.

3.5. In the event referred to in clause 3.4 the DRG reference prices specified in the list of health services shall not be applied and the treatment invoice shall be paid on a service basis.

3.6. The Heath Care Provider must not demand an insured person to participate in cost-sharing for the payment of services entered in the list of health services, in addition to the cost-sharing prescribed in the list of health services, the list of medicinal products established under § 43 (1) of the Health Insurance Act and the list of medical devices established under § 48 (4) of the Health Insurance Act in any other way than on the bases and in the scope provided by law.

3.7. The payment obligation for treatment events exceeding the amount of financial obligations to be assumed by the EHIF as agreed for the half-year in Annex 3 of the Contract shall be assumed during the term of the Contract as follows:

3.7.1. in order to ensure the availability of services to insured persons, the EHIF shall assume a payment obligation if the number of treatment events agreed in Annex 3 has been met for outpatient care;

3.7.2. The EHIF shall assume the payment obligation twice in a calendar year by 31 July for the treatment invoices ended in the 1st half-year and by 30 January of the following year for the treatment invoices ended in the 2nd half-year, for which the Health Care Provider shall submit the relevant treatment invoices by 10 July and 10 January, respectively;

3.7.3. for specialised inpatient care, the EHIF shall assume a payment obligation by applying a coefficient of 0.3 to the amount of the treatment invoice;
3.7.4. in specialised outpatient care and day care the EHIF shall assume a payment obligation by applying a coefficient of 0.7 to the treatment invoice amount, where the amount to which the coefficient of 0.7 applied is up to 5% of the total of the outpatient and day care obligations as agreed in Annex 3 to the Contract;
3.7.5. for amounts exceeding the amount referred to in clause 3.7.4 above for specialised outpatient care and day care, the EHIF shall assume a payment obligation by applying a coefficient of 0.3 to the treatment invoice amount;
3.7.6. if the Health Care Provider has not met the number of treatment events for outpatient care as agreed in Annex 3 to the Contract, the Health Care Provider shall, until the agreed number of treatment events for outpatient care is reached, issue treatment invoices by applying a coefficient of 0, and thereafter the Health Care Provider shall issue treatment invoices according to clause 3.7.3.

4. Ensuring the availability of services
4.1. The Health Care Provider undertakes:
4.1.1. to ensure the availability of quality services for the insured persons as agreed in the Contract throughout the term and under the conditions of the Contract;
4.1.2. to ensure the provision of services at least during the maximum length of a waiting list as approved by the supervisory board of the EHIF under § 12 (1) 2^1 of the EHIF Act;
4.1.3. to ensure the provision of emergency care to insured persons and, if necessary, organise the transport of an insured person to a another health care institution of the same Health Care Provider or to another health care provider, unless otherwise agreed in Annex 2 to the Contract;
4.1.4. to ensure the provision of services on the basis of a referral by the family doctor or medial specialist and, in the cases listed in § 70 (3) of the Health Insurance Act, without a referral;
4.1.5. to forward the referrals and responses to referrals (including referrals and responses for e-consultations) to the health information system (hereinafter HIS) specified in Chapter 5^1 of the Health Care Services Organisation Act according to the requirements of law;
4.1.6. to maintain a waiting list in accordance with the requirements for maintaining a waiting list as established by the Minister of Social Affairs under § 56 (1) 4) of the Health Care Services Organisation Act and allow insured persons to register on the waiting list at least four calendar months ahead, and in cases where referral is not required, as listed in § 70 (3) of the Health Insurance Act, at least three calendar months ahead until the general number of treatment events agreed in the financial annexes to the Contract has been met;

4.1.7. to ensure that the provision of services, the obligation to pay for which is not assumed by the EHIF (hereinafter *fee-charging services*) does not deteriorate the possibilities of the insured persons on the waiting list to receive health services;
4.1.8. at the request of the EHIF, to present information on the provision of fee-charging services to patients during the period defined by the EHIF;
4.1.9. to present to the EHIF an electronic report on the waiting list for scheduled treatment. The deadline, formats and specification of data to be presented in the waiting list report is provided in Annex 11 to the Contract;

4.1.10. to establish rules for the maintenance of a waiting list for scheduled treatment for the proper performance of clause 4.1.6 and to disclose these rules as provided in clause 5.1.13;
4.1.11. if the personalised waiting list system referred to in Annex 11 to the Contract is used, prepare an indication assessment protocol for each insured person and maintain it in the medical history or health records;
4.1.2. for the purposes of the waiting list, observe the reasoned medical needs of an insured person and ensure shorter waiting times for insured persons with greater needs;
4.1.13. to arrange for assessments by medial specialists on the bases provided in § 27^1 (2) of the Health Insurance Act or other bases provided by law within ten days of receiving a relevant request from the EHIF;
4.1.14. to submit, at the request of the EHIF, information on the development trends of the services provided during the period specified in the request.
4.2. The Health Care Provider shall inform the EHIF in writing at least two months before the beginning of the calendar year of the following:
4.2.1. any temporary suspension of the activities of its service-providing structural units, indicating the reason and period of the temporary suspension;
4.2.2. the closure of any structural units or the discontinuation of services in a particular medical field;
4.2.3. any changes in treatment methods that may significantly change the average cost of a treatment event (such as the purchase of equipment necessary for the provision of the service, etc.).
4.3. The Health Care Provider shall inform the EHIF of any circumstances significantly preventing it from performing the Contract, about which the Health Care Provider could not give prior notice by the deadline set out in clause 4.2, immediately as such circumstances become evident, and indicate the reason for the failure to observe the deadline set out in clause 4.2.
4.4. In order to ensure the availability of services, the EHIF undertakes to check where necessary the compliance of the maintenance of a waiting list for scheduled treatment with the requirements of applicable law and the conditions of the Contract.

5. Conditions for assuring the quality of services
5.1. The Health Care Provider undertakes:
5.1.1. to ensure the provision of services to an insured person to a standard meeting the general level of medical science, based on the principles of good clinical practice and applying evidence-based treatment standards accepted in Estonia or recognised internationally, which restore the patients' health the most, are cost-effective and for the provision of which the patient has given his or her consent;
5.1.2. to ensure the provision of services by specialists who have the required competence;
5.1.3. to ensure the compliance of the infrastructure required for the provision of services (fittings, equipment and facilities) with the requirements of law;
5.1.4. to establish, as part of its quality management system, codes of practice, documentation forms and performance standards (including clinical indicators) together with a regular compliance control and analysis mechanism, based on the Minister of Social Affairs Regulation 'Requirements for quality assurance of health services' established under §56 (1) 7) of the Health Care Services Organisation Act;
5.1.5. to inform the patient (orally and/or in writing) of the nature and purpose of the service, its expected results, the risks, side effects and consequences of the service, of

other possible services and important support services and follow-up activities, as well as of the importance of the patient's health behaviour for the achievement of the desired result, and of other requirements arising from law;
5.1.6. to obtain the patient's written consent to the provision of a service in the cases provided by law;
5.1.7. to ensure that the patient is advised of health behaviour and/or life arrangements for the achievement of the desired therapeutic result and to document the advice relevant to the patient's health;
5.1.8. to ensure the documentation of the provided services in accordance with law, in a format allowing for reproduction and use, including of any deviances from the treatment and activity standards, of expected therapeutic results and any complications;
5.1.9. to forward data and information on the provision of a service to the health insurance database, HIS and other databases belonging to the national information system under the conditions and by the deadlines provided by law;
5.1.10. to regularly measure the compliance of the service provision process and results with the standards and codes referred to in clauses 5.1.1 and 5.1.4, covering any deviations and complications, as well as patient satisfaction, and to use among other things the methods developed in cooperation with the Medical Faculty of the University of Tartu and published on the faculty's website, the EHIF's website and/or the website ravijuhend.ee;
5.1.11. to arrange for the evaluation of the service provision process and results by internal and/or external experts (especially clinical audit, peer review and/or standardised report based on indicators) and prepare on the basis of the evaluations a plan of measures concerning the activities of the Health Care Provider, indicating the improvement measures, expected result, deadline and person responsible for implementation;
5.1.12. to disclose at least once a year, according to the Minister of Social Affairs Regulation 'Requirements for assuring the quality of health services' established under § 56 (1) 7) of the Health Care Services Organisation Act, the results of patient satisfaction analysis and a summary of quality measurement and assessment activities at the location and on the website of the Health Care Provider;
5.1.13. to display information on the following circumstances pertaining to the provision of services in a visible place for the insured persons and on its website (if available):
5.1.13.1. the existence of a Contract with the EHIF;
5.1.13.2. the rates of visit fees and the conditions for their application;
5.1.13.3. the conditions of the provision and the price list for fee-charging services;
5.1.13.4. in the event of the provision of hospital care, the conditions of above-standard accommodation;
5.1.13.5. the rules for the maintenance of a waiting list;
5.1.13.6. the procedure for the settlement of complaints;
5.1.13.7. the contact details of the EHIF and the Health Board (for proposals or complaints);
5.1.14. to allow the health care professionals who are in a contractual relationship with the Health Care Provider to participate, to a reasonable extent in terms of the organisation of work, in the health system and health services development activities organised by the EHIF (such as the preparation of treatment guidelines, updating of the list of health services, clinical audits) and to perform related assignments;

5.1.15. within five calendar days of signing the Contract, to conclude an interconnection contract with the Estonian E-health Foundation (registry code 90009016) and forward all data and documents according to the interconnection contract to the HIS according to the regulations of the Minister of Social Affairs established under § 59^2 (2) 1) and 2) of the Health Care Services Organisation Act and the deadlines established by a regulation of the Government of the Republic under § 59^1 (3) of the Health Care Services Organisation Act.

5.2. For the purpose of developing the quality of services, the EHIF shall:
5.2.1. support, in cooperation with the Clinical Guideline Advisory Board, the development of treatment guidelines corresponding to Estonian circumstances, and ensure the availability of treatment guidelines, codes of conduct and patient guidelines via www.ravijuhend.ee;
5.2.2. inform health care providers in due course of health system and service development activities;
5.2.3. upon entry into the Contract, in order to assure the quality of treatment, proceed from a minimum annual number of treatment events under which the quality of service cannot be assured.
5.3. The EHIF may assess the quality of the services provided by using the data of the health insurance database or HIS, the data or medical documents supplied by the Health Care Provider (health records, medical history and other documents proving the provision of services as established by law), as well as commission clinical audits to assess the quality of treatment and publish the summaries of such audits.
5.4. Upon assessment of service quality, the Health Care Provider shall:
5.4.1. allow the EHIF or its authorised persons, throughout the term of the Contract, access to the data on services provided to insured persons or medical documents (health records, medical history and other documents proving the provision of services as established by law). Access shall be granted at the written request of the EHIF, specifying the objective, a description of the requested data, the period of use of the data and the users;
5.4.2. in the event of a conformity assessment (e.g. inspection of documents on health insurance benefits, clinical audit) organised by the EHIF, participate in the discussions relating to the above activities, provide written feedback within 30 days of receiving the assessment report, and prepare and implement a plan of measures.
5.5. The EHIF shall enable the Health Care Provider to express its opinion on the assessment criteria of a clinical audit and the results of conformity assessment, and shall give feedback to the Health Care Provider on the implementation of the plan of measures.

6. Submission of documents for the assumption of payment obligations
6.1. For the assumption of payment obligations, the Health Care Provider shall enter treatment invoices in the EHIF information system by the 7th date of the calendar month following the month of completion of the treatment invoices. The electronic submission of treatment invoices is subject to clause 7.
6.1.1. If the information on a treatment invoice has been disputed by the EHIF or if an entry on the services to be invoiced cannot be made in medical documents before the final results of investigations or analyses become available, the treatment invoice shall be submitted by the 7th day of the month following the month of conclusion of the dispute or the making of the last entry in medical documents about the invoiced service.

6.1.2. The Health Care Provider shall submit treatment invoices for emergency care in the first order, followed by treatment invoices for other services, provided that contractual capacity is available.
6.2. For services provided to an insured person who has been injured in a traffic accident, the EHIF shall assume the payment obligation only if the treatment invoice for the service, accompanied by a copy of a reasoned decision on non-payment by the Estonian Motor Third Party Liability Insurance Fund or the insurer, is submitted by the 7th day of the calendar month following the receipt of the decision. If the Health Care Provider submits new treatment invoices on the provision of service in the same insured event, the decision need not be submitted repeatedly.
6.3. Treatment invoices must meet the requirements established in the procedure for the assumption of payment obligation. The procedure for the numeration of treatment invoices shall be established by the Health Care Provider. The series and number combinations of treatment invoices shall be unique for a period of at least three calendar years.
6.4. Services provided within the framework of a single case of illness shall be covered by a single treatment invoice, unless otherwise agreed in Annex 2. In the events listed in clause 10, the Health Care Provider shall submit to the EHIF a written request for issuing a follow-up invoice. The EHIF shall reply to the Health Care Provider in writing within three working days.
6.5. The obligation to pay for the provision of health services shall be deemed assumed by the EHIF when the EHIF has not informed the Health Care Provider in writing of its refusal to assume the obligation to pay the Health Care Provider within 20 calendar days of receiving the documents specified in clauses 6.1 or 6.2.
6.6. The EHIF shall refuse to assume the obligation to pay for a service provided to an insured person within 20 calendar days of the date of receiving the documents specified in clauses 6.1 or 6.2 by issuing the Health Care Provider a reasoned legal instrument concerning the refusal to pay. The Health Care Provider shall inform the insured person of the EHIF's refusal to assume the payment obligation acording to the procedure provided in § 39 (5) of the Health Insurance Act.
6.7. The EHIF shall pay the amount of the obligations for payments for services provided to insured persons to the Health Care Provider's bank account in a credit institution of the Republic of Estonia as specified in the Contract within 20 calendar days of the date of receiving the documents specified in clauses 6.1 or 6.2.
6.8. A DRG corresponding to a treatment event shall be determined in the EHIF's programme for electronic submission of treatment invoices ('TORU') before the treatment invoice is submitted to the EHIF.

7. Electronic submission of data

7.1. The Health Care Provider shall submit to the EHIF data on treatment invoices and on waiting lists maintained in a personalised waiting list system by online processing via a data communication network using secure internet channels and following the prescribed composition and structure of data and the procedure for submission. Data on certificates of incapacity for work shall be submitted without delay, but not later than on the working day following the date of issue of the certificate. The Health Care Provider shall submit other data which are to be submitted electronically according to the Contract according to the conditions and procedure provided in the Contract.
7.2. Instructions and formats for electronic data exchange with the EHIF are published on the website of the EHIF at http://www.haigekassa.ee/raviasutusele/toru/ in the menu 'For partners → IT solutions'.

7.3. The EHIF shall ensure the uninterrupted option of electronic submission of treatment invoices, certificates of incapacity for work and other data as agreed in the Contract and shall eliminate any breakdowns caused by the EHIF during reasonable time.
7.4. Users of the programme for the electronic submission of treatment invoices (TORU) are authenticated by means of an ID card.
7.5. A Health Care Provider may request a user name and password for submitting waiting list data from a personalised waiting list system.
7.6. In the exchange of data, the Health Care Provider shall comply with the provisions of the Personal Data Protection Act and Public Information Act. The Health Care Provider shall comply with the requirements of secure information exchange and keep confidential any user names and passwords received from the EHIF. In the case of the suspected disclosure of passwords to third parties, the Health Care Provider shall inform the EHIF thereof without delay.
7.7. The Health Care Provider shall inform the EHIF of the expiry of powers to submit treatment invoice data and request access for a new authorised employee.
7.8. The Health Care Provider shall ensure that only authorised persons have access to the EHIF's electronic environments. If a third party submits treatment invoice data electronically to the EHIF, the EHIF shall regard this as performed under the instructions of the Health Care Provider and shall not be responsible for dissemination of the EHIF's data or other consequences.
7.9. The parties shall keep their files free of malware.
7.10. The EHIF may process the treatment invoice data electronically submitted by the Health Care Provider for the purpose of achieving the objectives and performing the duties provided by law in line with clauses 12.2–12.3 of this Contract.
7.11. The EHIF shall ensure the security of the treatment invoice data submitted electronically and the confidentiality of the sensitive and other personal information contained therein.
7.12. Neither the Health Care Provider nor the EHIF shall be liable for consequences arising from disruptions of communication lines, power cuts, etc., if these are due to reasons beyond the control of the parties.
7.13. The EHIF shall inform the Health Care Provider of any changes in the electronic submission of a treatment invoice or other data due to amendments of law, so that the undisturbed submission of data is ensured. The EHIF shall give the Health Care Provider at least two months' prior written notice of any changes initiated by the EHIF.

8. Refusal to assume a payment obligation
8.1. The EHIF shall refuse to assume the obligation to pay for a service provided by the Health Care Provider to an insured person or claim the damages caused to the EHIF if:
8.1.1. the service was not actually provided or was provided without a reason or medical indication, or the service was not covered by the financial annexes to the Contract;
8.1.2. the service was provided to a standard below the general level of medical science within the meaning of clause 5.1.1 of the Contract;
8.1.3. the patient's rights were infringed upon the provision of the service or the data referred to in clause 9.1 is not available on the doctor who prepared the treatment invoice;

8.1.4. the Health Care Provider, being aware of a traffic accident, has not submitted to the EHIF data on a person injured in the traffic accident pursuant to the procedure and by the deadline set out in the Government of the Republic Regulation 'The procedure for informing of a traffic accident and registration, formalisation, identification of circumstances and keeping of records on traffic accidents' established under § 171 (2) of the Traffic Act;
8.1.5. the Health Care Provider fails to provide the EHIF, at the EHIF's request, with health records, medical history or other documents proving the provision of services as prescribed by law, or fails to formalise such documents properly;
8.1.6 the service was provided without the prior written approval of the EHIF for assuming the payment obligation if such approval is required under clause 10 of the Contract;
8.1.7 the Health Care Provider was in breach of the Health Insurance Act or other laws or the requirements of the Contract when providing the service.
8.2. The EHIF shall inform the Health Care Provider of its refusal to assume a payment obligation within 20 calendar days after receiving the properly submitted documents

9. Health care professionals for whose services the EHIF shall assume the payment obligation
9.1. The health care professionals working for the Health Care Provider must be entered in the state register of health care professionals. The Health Care Provider shall inform the Health Board of any changes in its staff of health care professionals according to § 30 (2) of the General Part of the Economic Activities Code Act.
9.2. If the Health Care Provider has not submitted data on a service-providing health care professional to the state register of health care professionals pursuant to the procedure provided in clause 9.1, the EHIF shall not assume the obligation to pay for the services provided by the health care professional to an insured person.
9.3. The EHIF shall assume the payment obligation if those providing the service are speech therapists, clinical psychologists, physiotherapists and activity therapists, who have been entered in the register of professions and are working for the Health Care Provider.
9.4. The Health Care Provider ensures that its employees who provide health services process the forms of discount prescriptions according to the prescribed procedure and prevent such forms from falling into the hands of persons who do not have the right to issue such prescriptions.

10. Events where the prior written approval of the EHIF is required for the assumption of a payment obligation
10.1. Events where the prior written approval of the EHIF is required for the assumption of a payment obligation are listed in Annex 2 to the Contract.

11. Establishment of the validity of the insurance cover of insured persons
11.1. Upon commencement of treatment and the issuance of certificates of incapacity for work and discount prescriptions, the Health Care Provider shall check the validity of an insured person's insurance cover in the health insurance database https://meri.haigekassa.ee/register/soodustus.php or at the address https://ookean.haigekassa.ee/register/soodustus.php. The EHIF shall be responsible for the correctness of the data contained in the health insurance database.

11.2. In order to obtain the right to make an inquiry in the health insurance database to check the validity of insurance cover, the Health Care Provider shall submit to the EHIF a formal request as published on the EHIF's website at the address referred to in clause 7 of the Contract.
11.3. The EHIF shall issue user names and passwords to the Health Care Provider within five calendar days of receiving the request.
11.4. In the event of a disruption of access to the database, the Health Care Provider shall check the validity of the insured person's insurance cover at the other address provided in clause 11.1 above. If this source is also unavailable for checking the validity of insurance cover, the Health Care Provider shall check the validity of the patient's insurance cover by telephone. If the information cannot be obtained by telephone (on a weekend, outside the working hours of the EHIF), the Health Care Provider shall add to the treatment invoice a printout proving an inquiry was made into the health insurance database. If the unavailability of the health insurance database is due to the EHIF, the EHIF shall pay the treatment invoice to the Health Care Provider or shall not claim the cost of a discount prescription if the unavailability of the database is proven.

12. Ensuring confidentiality
12.1. The Health Care Provider and the EHIF shall ensure the confidentiality of the personal data being processed, including sensitive personal data concerning insured persons in order to prevent the illegal use and misuse of such data.
12.2. The Health Care Provider and the EHIF shall keep confidential and not disclose to third parties data that they have received upon performing their contractual obligations, except in the cases provided by law.
12.3. The Health Care Provider and the EHIF shall ensure that the personal data of insured persons being processed are not used for any other purposes than those provided by law.
12.4. The Health Care Provider and the EHIF shall take organisational and technical measures to protect the personal data being processed from accidental or intentional tampering or loss, as well as unauthorised processing.
12.5. If the Health Care Provider or the EHIF violates the requirements for processing personal data, they shall be liable for the violation according to the procedure provided by law.

13. Compensation for damage and liability for breach of Contract
13.1. Upon receiving a relevant claim, the Health Care Provider shall compensate the EHIF:
13.1.1. for the amount of a benefit paid on the basis of a certificate of incapacity for work with a duration of over 120 calendar days (over 178 calendar days in the case of tuberculosis) if the Health Care Provider has not submitted the insured persons' documents to the Social Insurance Board in due course;
13.1.2. for the cost of services provided to a standard below the general level of medical science within the meaning of clause 5.1.1 of the Contract, as well as the cost of treatment of a complication incurred by the insured person as a result of the provision of such a service;
13.1.3. for that received as a result of assumption by the EHIF of a payment obligation without a basis;
13.1.4. for the amount paid incorrectly or without basis to a pharmacy or other person who has entered into a contract with the EHIF under a medical device card issued

under a decision for granting a medical device or under a discount prescription issued incorrectly or without basis by a health care professional working for the Health Care Provider;
13.1.5. for the amount of a benefit for temporary incapacity for work paid to an insured person incorrectly or without basis under a certificate of incapacity for work which has been issued incorrectly or without basis by a health care processional working for the Health Care Provider;
13.1.6. for amounts paid by the EHIF on the basis of such treatment invoices, discount prescriptions, medical device cards or certificates of incapacity for work, for which the Health Care Provider refuses to submit documents proving the provision of health services or for which incomplete documents have been submitted or for which incomplete documents have been entered in the HIS or for which the required documents do not exist.
13.2. In the events listed in clause 13.1, the EHIF may submit to the Health Care Provider a claim for compensation for damage in the amount paid incorrectly or without basis, and deduct this amount from the next period's payments, unless the Health Care Provider presents reasoned objections to the claim within the term specified in the proof of claim.
13.3. The EHIF may claim from the Health Care Provider a contractual penalty of up to 0.05% of the total amount of financial obligations to be assumed by the EHIF for the calendar year when the breach was discovered, but not more than 5,000 euros, in the following cases:
13.3.1. for the reasons specified in clause 13.1;
13.3.2. upon beach of the procedure for maintaining a waiting list for scheduled treatment and failure to inform an insured person of changes in the waiting list;
13.3.3. upon the Health Care Provider's failure to provide the services agreed in the annexes to the Contract if the failure is not excusable;
13.3.4. repeated breach of the Health Insurance Act, Health Care Services Organisation Act and Medicinal Products Act and the legislation established on the basis thereof or of the conditions of the Contract and its annexes, if the breach occurred in the course of providing a service to an insured person for which the EHIF has assumed the payment obligation, or if the insured person or the EHIF incurred material damage as a result of the breach.
13.4. Upon delay in the payment of an invoice, the EHIF shall pay late interest at a rate of 0.05% per day of the overdue amount, but not more than 1,600 euros in total.
13.5. The EHIF shall compensate the Health Care Provider for the damage caused by loss of any documents proving the provision of health services (health records, medical history, etc.), which the EHIF has received from the Health Care Provider for checking.
13.6. The EHIF shall pay the Health Care Provider a contractual penalty of up to 0.05% of the total amount of financial obligations assumed by the EHIF as agreed for the calendar year when the breach is discovered, but not more than 5,000 euros, in the following events:
13.6.1. for the reasons specified in clause 13.5;
13.6.2. unjustified refusal to assume the obligation to pay for services provided by the Health Care Provider to an insured person.
13.7. The payment of a contractual penalty shall not release the Party in breach of the Contract from performing its breached obligations and the obligation to rectify the consequences of the breach of the Contract and its annexes. The payment of a contractual penalty shall not deprive the other Party of its right to prematurely cancel

the Contract due to the breach. The Party in breach of the Contract shall, in addition to paying a contractual penalty, compensate the other Party for all the damage caused by the breach.
13.8. A Party shall lose the right to claim a contractual penalty if the Party does not inform the Party in breach of its intention to claim a contractual penalty within 30 calendar days of the discovery of the breach that is the basis for claiming the contractual penalty.
The notice of intention to claim a contractual penalty need not specify the amount of the penalty. The notice shall be deemed submitted in due course also if the Party informs the other Party of the breach of the Contract within the specified term and states that it will reserve the right to claim a contractual penalty due to the breach.
13.9. If the Party in breach is or must be aware of the breach, the term referred to in clause 13.8 shall not begin before the Party in breach has informed the other Party of the breach in writing.

14. Other conditions for an efficient and sound use of health insurance funds
14.1. The EHIF may check the grounds and correctness of the services provided and certificates of incapacity for work issued by the Health Care Provider during the three calendar years preceding the year of signing the Contract and from the beginning of the Contract and submit a claim for compensation for any damage caused to the EHIF.
14.2. The Health Care Provider must not transfer its rights and obligations under the Contract to third parties without the written consent of the other Party.

15. Miscellaneous

15.1. Any notices arising from or relating to the Contract shall be sent to the other Party in a format allowing for written reproduction to the addresses of the Parties as indicated in the Contract. Parties shall inform each other of changes in their addresses in the same way.
15.2. The Party receiving a notice shall immediately send a confirmation of receipt to the other Party in a format allowing for written reproduction.
15.3. Notices arising from or relating to the Contract can be sent to the other Party also in writing to the addresses of the Parties as indicated in the Contract. Parties shall inform each other of changes in their addresses in the same way.

16. Amendment, suspension and termination of Contract
16.1. The Contract shall be amended by the written agreement of the Parties, except in the events specified in clauses 7.13 and 16.5.
16.2. The EHIF and the Health Care Provider must request the amendment of the conditions of the Contract for the sound and efficient use of health insurance funds, taking into account any changes in the organisation of work or service quality arising from the merger, division or transformation of health care providers.
16.3. If the Health Care Provider loses the legal basis for providing services, the EHIF may cancel the Contract by giving reasonable prior notice.
16.4. The EHIF shall suspend the performance of the Contract if the Health Care Provider fails to begin providing the services agreed upon in the Contract within 30 calendar days of concluding the Contract. If the Health Care Provider does not

commence the provision of services also after receiving a relevant written notice from the EHIF, the EHIF may withdraw from the Contract.
16.5. The EHIF may unilaterally reduce the agreed number of treatment events and amount of financial obligations if the Health Care Provider fails to perform the financial annexes to the Contract to a material extent (at least 10%). Before such reduction, the EHIF shall send a demand of performance of the Contract to the Health Care Provider and grant a term of up to two months for acquiring the necessary resources.
16.6. In addition to the grounds provided by law, material breach of the Contract is understood as repeated breach of any of the obligations of the Contract during the term of the Contract, as well as breach of any obligation under the Contract that the Health Care Provider does not end or whose consequences the Health Care Provider does not rectify during the granted term.
16.7. A reasoned written notice on the partial or full suspension of the Contract shall be sent to the other Party at least 30 days prior to the suspension.
16.8. In the event of cancellation of the Contract, at least 60 days prior notice shall be sent to the other Party.
16.9. The Parties shall be released from liability for partial or full non-performance of the Contract if the non-performance is due to force majeure occurring after the conclusion of the Contract as a result of extraordinary events and which the Parties could not foresee or reasonably prevent. Force majeure is understood as events beyond the control of the Parties that the Parties are not liable for.
16.10. If the partial or full non-performance or delayed performance of the obligations under the Contract is caused by force majeure, the term for the performance of such obligations shall be extended by the duration of such obstacles.
16.11. A Party shall immediately inform the other Party in writing of the beginning and end of a force majeure. The provisions governing force majeure shall not be applied during the period when a Party was aware of the beginning or end of the force majeure but did not inform the other Party thereof.
16.12. If performance of the obligations under the Contract is impossible due to force majeure for more than ninety (90) calendar days, the Parties to the Contract may cancel the Contract by giving the other Party written notice without either of the Parties being entitled to compensation for the ensuing damage from the other Party. A Party may cancel the Contract in part by limiting the consequences of cancellation to certain services, fields of medial specialisation or other bases.