

On approval of the Rules for the Provision of Paid Services by Healthcare Providers and the standard form of the contract for the provision of paid medical services (aid)

Unofficial translation

Order of the Minister of Healthcare of the Republic of Kazakhstan № KR DSM-170/2020 of October 29, 2020. Registered with the Ministry of Justice of the Republic of Kazakhstan on October 30, 2020 under № 21559.

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Under sub-paragraph 59) of Article 7 and paragraph 8 of Article 202 of the Code of the Republic of Kazakhstan “On Public Health and the Healthcare System” **I HEREBY ORDER:**

Footnote. The preamble - as revised by order of the Minister of Health of the Republic of Kazakhstan No. KR DSM-42 of 05.05.2022 (shall become effective on 01.07.2022).

1. That the following shall be approved:

1) the Rules for the Provision of Paid Services by Healthcare Providers according to Annex 1 hereto;

2) the standard contract form for providing paid medical services (aid) according to Annex 2 hereto.

2. That the following shall be deemed to have lost force:

1) Order of the Minister of Healthcare and Social Development of the Republic of Kazakhstan No. 304 of April 30, 2015 “On Approval of the Rules and Conditions of Paid Services Provision in Healthcare Organizations” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 11341, published on June 24, 2015 in Adilet, the Information and Legal System);

2) Order of the Minister of Healthcare of the Republic of Kazakhstan No. KR DSM-60 dated May 2, 2019 “On Amendments to Order of the Minister of Healthcare and Social Development of the Republic of Kazakhstan No. 304 dated April 30, 2015 “On Approval of the Rules and Conditions of Paid Services in Healthcare Organizations” (registered with the Registry of State Registration of Regulatory Legal Acts under No. 18643, published on May 15, 2019 in the Reference Control Bank of Regulatory Legal Acts of the Republic of Kazakhstan).

3. That the Budget Department of the Ministry of Healthcare of the Republic of Kazakhstan shall ensure:

1) state registration hereof with the Ministry of Justice of the Republic of Kazakhstan;

2) placement hereof on the internet resource of the Ministry of Health of the Republic of Kazakhstan;

3) within ten working days after the state registration hereof with the Ministry of Justice of the Republic of Kazakhstan, submission to the Legal Department of the Ministry of Health of the Republic of Kazakhstan of the information on implementation of activities stipulated by sub-paragraphs 1) and 2) of this paragraph.

4. That the control over execution hereof shall be assigned to A.B. Nussupova, the Executive Secretary of the Ministry of Healthcare of the Republic of Kazakhstan.

5. That this order shall be put into effect ten calendar days after the date of its first official publication.

*Minister of Healthcare
of the Republic of Kazakhstan*

A. Tsoy

Annex to order No. 1
of the Minister of Healthcare
of the Republic of Kazakhstan
No. KR DSM-170/2020
dated October 29, 2020

Rules for the Provision of Paid Services by Healthcare Providers

Footnote. The rules are in the wording of the Order of the Minister of Health of the Republic of Kazakhstan dated 05.05.2022 № KR DSM–42 (effective from 01.07.2022).

Chapter 1. General provisions

1. These Rules and Conditions for the Provision of Paid Services by Healthcare Providers (hereinafter – the Rules) have been developed in obedience to paragraph 8 of Article 202 of the Code of the Republic of Kazakhstan of July 7, 2020 “On Public Health and Healthcare System” (hereinafter - the Code) and determine the procedure and conditions for rendering paid services by healthcare providers in the Republic of Kazakhstan.

2. Paid services shall be provided to individuals who are consumers of healthcare services (hereinafter referred to as patients).

3. The following terms shall be used in these Rules:

1) guaranteed volume of free medical care - volume of medical care provided at the expense of budgetary funds;

2) mandatory social health insurance - a set of legal, economic and organizational measures to provide medical care to consumers of medical services at the expense of assets of the social health insurance fund;

3) paid departments (wards) - departments (wards) in healthcare organizations designed to provide medical services on a paid basis;

4) drug formulary of a healthcare organization - a list of medicines for providing medical care within the guaranteed volume of free medical care and (or) in the system of mandatory

social health insurance, formed on the basis of the Kazakhstan national drug formulary and approved by the head of a healthcare organization in the manner determined by the authorized body;

5) authorized body in the field of healthcare (hereinafter referred to as authorized body) - central executive body executing management and inter-branch coordination in the field of healthcare of citizens of the Republic of Kazakhstan, medical and pharmaceutical science, medical and pharmaceutical education, sanitary and epidemiologic welfare of population, circulation of medicines and medical devices, quality of medical services (assistance).

Chapter 2. Procedure for providing paid services

4. Medical care provided on a fee-for-service basis (paid medical services) shall be provided by healthcare providers on a contractual basis.

5. The healthcare providers shall present information to the population by posting on the Internet site of the healthcare organization, as well as via visual information in registries, waiting rooms (rooms), information containing the following information:

1) references to legal acts regulating the right of a healthcare organisation to provide paid services;

2) information on license for medical activity and its annexes (number and date of issue, list of subtypes of licensed activity, full name of the licensor);

3) list of paid services with an indication of cost, information on conditions, form of providing medical services and procedure of their payment;

4) a list of guaranteed free medical care and compulsory social health insurance;

5) information on medical workers involved in the provision of paid medical services, on the level of their professional education and qualifications;

6) information on privileges in provision of paid services for certain categories of citizens;

7) working hours of healthcare organizations, working hours of medical workers involved in providing medical care within the guaranteed volume of free medical care and compulsory social insurance, paid services;

8) contacts of the authorized body, local state administration body of regions, cities of republican status and the capital, territorial subdivisions of the state body in the sphere of medical services (assistance), territorial subdivisions of the state body in the sphere of circulation of medicines and medical devices.

6. Paid services shall be provided to patients in the following cases:

1) provision of medical care upon their initiative, including without referral of primary and secondary level specialists;

2) provision of medical care beyond the guaranteed volume of free medical care and (or) in the system of compulsory social medical insurance;

3) treatment with medicines not included into the medicinal formulary of the health care organization;

4) medical examinations not included in the list of guaranteed volume of free medical aid and (or) the list of medical aid in the system of compulsory social health insurance, and (or) without medical indications;

5) rehabilitation treatment and medical rehabilitation provided in sanatoriums and resorts in excess of the guaranteed amount of free medical care and (or) in the compulsory social health insurance system;

6) medical genetic studies without medical indications;

7) medical examinations not stipulated by the guaranteed volume of free medical care and in excess of the scope of mandatory social health insurance;

8) provision of medical assistance under contract, including voluntary health insurance;

9) the provision of medical assistance to foreigners and stateless persons, except in the cases stipulated by paragraphs 1 and 2 of Article 83 of the Code.

7. Paid medical services shall be provided based on a contract for the provision of paid services in healthcare organisations in the form approved in obedience to sub-paragraph 59) of Article 7 of the Code.

The contract shall be concluded in the order determined by the civil legislation of the Republic of Kazakhstan.

8. If the provision of paid medical services requires the provision of additional medical services on a fee-for-service basis, not covered by the contract, the organisation shall warn the patient about these changes.

9. If provision of paid medical services requires emergency medical assistance to the patient in case of sudden acute illnesses, conditions, exacerbations of chronic diseases that require urgent medical intervention to prevent significant harm to health and (or) elimination of threat to life, such medical assistance shall be provided without charging a fee.

If the patient's life-threatening condition does not fit the profile of the healthcare organisation according to the state licence, the healthcare organisation providing the paid services shall arrange the patient's access to the relevant healthcare organisation at its own expense, including transportation of the patient.

10. Hospitalization of patients on a fee basis shall be carried out in the paid wards (rooms) of the healthcare organization.

11. Provision of patients with medicines not included in the drug formulary of the healthcare organization by the health care organizations shall be carried out on a fee basis with the written consent of the patient.

12. When providing paid services, healthcare providers shall keep primary accounting and reporting documents in medical information systems of healthcare pursuant to forms approved by the authorized body in obedience to paragraph 6 of article 202 of the Code.

Each case of paid medical services provided to patients under treatment within the guaranteed scope of free medical care and compulsory social health insurance, including the purchase of medicines not included in the medicine formulary of a healthcare organisation

and not registered in the Republic of Kazakhstan in compliance with Article 251 of the Code, shall be reflected with justification in the medical records in the form approved pursuant to sub-paragraph 31) of Article 7 of the Code.

Health-care providers shall ensure that record-keeping forms shall be completed in a timely and accurate manner in conformity with the code of the International Statistical Classification of Diseases and Related Health Problems Revision 9 (ICD-9), the International Statistical Classification of Diseases and Related Health Problems Revision 10 (ICD-10).

13. Healthcare organizations shall provide to beneficiaries of paid services:

1) a medical report when providing consultative and diagnostic assistance in the form approved in compliance with sub-paragraph 31) of Article 7 of the Code;

2) a discharge epicrysis from a medical history in the case of inpatient, hospital-replacement care, including medical rehabilitation and palliative care;

3) information on the list of services provided with an indication of the quantity and cost of services.

Annex to order No. 2
of the Minister of Healthcare
of the Republic of Kazakhstan
No. KR DSM-170/2020
dated October 29, 2020

Annex 2
to order of the Minister
of Healthcare
of the Republic of Kazakhstan
No. KR DSM-170/2020
of October 29, 2020

Footnote. The standard form - as revised by order of the Minister of Health of the Republic of Kazakhstan No. KR DSM-42 of 05.05.2022 (shall take effect on 01.07.2022).

Standard form of contract for the provision of paid services by healthcare providers

(Location) " ____ " _____

(Surname, name, patronymic (if any), IIN,
the patient's identity data)
hereinafter referred to as the Customer, as the party of the first part, and

(the full name of the healthcare organisation, BIN)
hereinafter referred to as the Provider, represented by _____

(position, surname, name, patronymic (if any) of the authorised body)
acting under _____

(Charter, Regulations)

as the party of the second part, have entered into this Contract (hereinafter – the Contract) as follows:

1. Scope of the Contract

1. The Provider shall provide fee-based services in obedience to Annex ____ hereto from ____ to ____ amounted to KZT ____ (____) within the period from ____ to ____ in words

2. The Customer shall make payment to the Supplier for the rendered services in the order and terms specified herein.

2. Terms of Payment

3. The Customer shall pay for the Provider's services according to the actual volume of medical care provided, pursuant to the invoice submitted by the Provider.

4. The Customer shall be allowed to make advance payment to the Provider not more than 80 per cent of the total amount of the Contract at the moment of conclusion hereof, the payment of the remaining amount - upon submission of the invoice, at the moment of completion of the service.

5. If provision of paid medical services requires provision of additional medical services, not provided by the Contract, on compensation basis, the Provider with consent of the Customer shall make adjustment of the amount hereof with due regard for the actually provided volume of medical care. The additional amount and method of payment shall be agreed with the Customer and formalised in the form of a supplementary agreement hereto.

6. The Provider shall issue the Customer a prescribed document confirming the fact of payment.

7. In the event of early termination of the service, the Provider shall pay to the Customer the difference between the amount paid and the service actually rendered, unless the Customer breaches the terms and conditions hereof.

3. Obligations of the Parties

8. The Provider shall be obliged to:

provide medical services in compliance with clinical protocols for diagnosis and treatment of diseases, in the absence of clinical protocols for these nosologies - in accordance with generally accepted approaches and the base of evidence-based medicine for medical indications;

take all measures to ensure the maximum level of Customer satisfaction with the results of treatment;

provide medical care without charging any fees in case when providing paid medical services the provision of additional medical services on urgent indications to eliminate the threat to the patient's life in case of sudden acute diseases, conditions, exacerbations, chronic diseases according to the Code of the Republic of Kazakhstan of July 7, 2020 “On Public Health and Healthcare System” (hereinafter - the Code);

in case of absence of conditions for rendering this or that service under the concluded Contract, arrange and pay for rendering this service in another healthcare organisation;

provide an invoice to the Customer in conformity with Article 412 of the Tax Code of the Republic of Kazakhstan, with an indication of types and volume of rendered medical, diagnostic and service services, in due time;

submit to the Customer all medical and financial documents necessary for checking of fulfillment hereof.

9. The Customer shall be obliged to:

comply with the rules established in healthcare organization, determining the order and mode of work;

observe the laws of the Republic of Kazakhstan in receiving services under hereof;

timely inform the Provider about refusal to receive the service or part of the services;

to pay for the services rendered in due time.

4. Rights of the Parties

10. The Customer shall have the right to:

choose an attending physician from among those working in the department (ward);

examine the quality of the treatment provided and the validity of the doctor's prescriptions

11. The Provider shall be entitled to terminate treatment early in case the Customer violates the hospital regime and fails to comply with medical prescriptions.

12. If a party fails to fulfil his/her/its obligations within the contractual period, he/she/it shall be obliged to notify the other party of the occurrence of the circumstances within 1 day as well as of the cessation of the circumstances upon the cessation of the circumstances. At the same time, the term of fulfilment of the obligations hereunder may be extended by the Parties in proportion to the time during which such circumstances and their consequences were in effect.

5. Liabilities of the Parties

13. The Provider shall be liable for violations in the provision of paid medical services:

1) provision of health services of improper volume and quality;

2) charging the Customer for services that are included in the Statutory Free Medical Assistance and Compulsory Social Health Insurance;

3) double payment for one and the same medical service (at the cost of the patient and budgetary funds).

14. In case of non-performance or improper performance of obligations hereunder, the Parties shall be liable in obedience to the laws of the Republic of Kazakhstan.

15. The Customer shall be responsible for untimely reimbursement of expenses to the Provider for actually rendered volume of medical care.

16. In case of non-performance or improper performance by the Parties of their obligations hereunder, all disputes and disagreements shall be resolved in conformity with the current legislation of the Republic of Kazakhstan.

17. In case of breach of clauses 2, 3 hereof on rendering medical care by the Customer, the Provider shall withhold a penalty in the amount of ____ % hereof for each day of delay.

6. Force Majeure

18. The Parties shall not be liable for the non-performance of the terms and conditions hereof if it is the result of force majeure.

19. The Provider shall not be liable for the payment of penalties or the withdrawal from the Contract due to non-performance if the delay in performance hereof is the result of force majeure.

20. For the purposes hereof, "force majeure" means an event beyond the control of the Parties and of an unforeseeable nature. Such events may include, but are not limited to: acts of war, natural or act of God and others.

21. In the event of force majeure, the Provider shall promptly notify the Customer in writing of such circumstances and their causes. Unless otherwise instructed in writing by the Customer, the Provider shall continue to fulfil its obligations hereunder as far as practicable and shall seek alternative means of performing the Contract independent of force majeure.

7. Amendment and termination of the Contract

22. The terms and conditions hereof may be amended and supplemented by written agreement between the Parties.

23. The Parties shall notify each other in advance of the intention to terminate the Contract early.

24. The termination hereof shall be allowed by agreement of the Parties or by a court decision on the grounds, stipulated by the civil legislation of the Republic of Kazakhstan.

8. Final Provisions

25. Neither party shall have the right to transfer its obligations hereunder to a third party without the written consent of the other party.

26. This Contract shall enter into force from the date of its signing by the Parties and shall remain in force until all obligations of the parties hereunder have been fulfilled.

27. This Contract has been drawn up in two copies having equal legal force, one copy shall be held by the Customer, the other by the Provider. The Contract may be concluded in paper and electronic form in accordance with the Legislation of the Republic of Kazakhstan.

28. All disputes between the Customer and the Provider in connection with performance of the terms hereof shall be resolved in the manner prescribed by the legislation.

29. The Parties shall be governed by the current legislation of the Republic of Kazakhstan in all matters not stipulated herein.

9. Addresses and Details of the Parties:

Provider:

Customer:

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