**APPENDIX**

*(Attached to Decree No. 75/2023/ND-CP dated October 19, 2023 of the Government)*

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| --- | --- |
| Sample No. 5 | Re-examination appointment |
| Form No. 6 | Referral form for medical examination and treatment under health insurance |
| Form No. 7 | Medical examination and treatment contract, health insurance Year .... |

**Sample No. 5**

|  |  |
| --- | --- |
| MANAGING AGENCY (MOH/DOH/....) **NAME OF EXAMINATION FACILITY** **DISEASE TREATMENT -------** | **SOCIALIST REPUBLIC OF VIETNAM Independence - Freedom - Happiness-------------** |
| *Number: …..…* |  |

**RE-EXAMINATION APPOINTMENT**

Patient's name:…………………………. Male □ Female □

Date of birth:.................................month........year.................................

Place of residence:..........................................................................................................................

Health insurance card number:................................................................................................................

The health insurance card is valid until.... month.... year....

Expired: □ Undetermined: □

Medical examination: date ……month … year 202…

Admitted to hospital: date…….month…year 202…;

Determine the reason for the patient's admission to the hospital:

Emergency □ On-line □ Off-line □

Discharge date: date …..month …..year 202….;

Diagnose:...................................................................................................................

Associated diseases:..........................................................................................................................

Make a follow-up appointment at ……… o'clock ……. on ….. month .... year 202... or at any time before the follow-up appointment date if there are any unusual signs (symptoms). In case the follow-up appointment is overdue, within 10 days from the date of the follow-up appointment, the patient should contact the medical staff to register for a suitable appointment or come for a follow-up examination in person.

*The re-examination appointment paper is only valid for one-time use from the time of issuance./.*

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| **DOCTOR, MEDICAL EXAMINATION** *MEDICAL* *...* | **REPRESENTATIVE OF MEDICAL EXAMINATION AND TREATMENT FACILITY** *(Signature, seal)*  |

**Form No. 6**

|  |  |  |
| --- | --- | --- |
| MANAGING AUTHORITY (MOH/DOH/...) **NAME OF MEDICAL EXAMINATION AND TREATMENT FACILITY** | **SOCIALIST REPUBLIC OF VIETNAM Independence - Freedom - Happiness----------------** | **File number: …. In the transfer book number:……** |
| Number: …/202…/GCT |  |   |

**MEDICAL EXAMINATION AND TREATMENT REFERENCE FORM FOR HEALTH INSURANCE**

Dear: ……………………...……………………………..

Medical examination and treatment facility:…………………………………. Respectfully introduce:

- Patient's full name: …………………………...Male/Female:……. Year of birth:……..

- Address: …………………………………………………………………………………….

- Ethnicity: …………………………………………………………… Nationality: ………..

- Occupation: …………………………………...Place of work …………………………

- Health insurance card number: ……………………………………………………………………

- The health insurance card is valid until date…...month…...year…………..

Expired: □ Undetermined: □

- Have been examined and treated:

+ At:…… (Route.................................................. ) from date............. month............. year 202…. to date…..month…… year 202....

+ At:……(Route................................................ ) from date….. month….year 202…...to date….. month…..year 202...

**MEDICAL RECORD SUMMARY**

- Clinical signs: ………………………………………………………………………………

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

- Test and paraclinical results: …………………………………………………………….

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

- Diagnosis: ………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

- Methods, procedures, techniques, drugs used in treatment: ………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

- Patient's condition at the time of transfer: ……………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

- Reason for transfer: Circle item 1 or 2 of the reasons for transfer. If item 1 is selected, mark (X) in the corresponding box.

(1) Eligibility for transfer:

*a) Comply with the transfer regulations (\*) :*□

*b) Not suitable for the response capacity of the medical examination and treatment facility.* □

(2) At the request of the patient or the patient's legal representative.

- Treatment direction: ……………………………………………………………………………………

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

- Return route:........... hour......... minute, day......... month............ year 202..........................

- Means of transport: ………………………………………………………………………..

- Full name, title, professional qualifications of the escort (if any): …………………….

…………………………………………………………………………………………………………………………………………

|  |  |
| --- | --- |
| **DOCTOR, MEDICAL EXAMINATION, TREATMENT** *(Sign and print full name)* | *Date.... month.... year 202...* **AUTHORIZED PERSON FOR TRANSFER** *(Signature and seal of the medical examination and treatment facility)* |

(\*). Patients who go for medical examination and treatment in accordance with the technical expertise in medical examination and treatment include being transferred to a higher level or transferred to a lower level or transferred between medical examination and treatment facilities within the same level according to the provisions of law.

**Form No. 7**

**SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness-----------------**

**MEDICAL EXAMINATION AND TREATMENT CONTRACT, HEALTH INSURANCE 202...**

(No.: /HĐKCB-BHYT) (1)

Pursuant to the Civil Code dated .... month .... year ....;

Pursuant to the Law on Health Insurance dated .... month .... year ....;

Pursuant to the Law on Medical Examination and Treatment dated .... month .... year .......;

Pursuant to Decree No. 146/2018/ND-CP dated October 17, 2018 of the Government detailing and guiding measures to implement a number of articles of the Law on Health Insurance; Decree No. 75/2023/ND-CP dated October 19, 2023 of the Government amending and supplementing a number of articles of Decree No. 146/2018/ND-CP;

Pursuant to Decision No. .... dated .... month .... year……..of……………………….. on regulating the functions and tasks of medical examination and treatment facilities…………………….. (2)

Pursuant to Decision No.………..dated ....month....year .... of…………………… on Regulation of functions and tasks of provincial/district Social Insurance (3) ……………….

Today, on the…….day of…….month of…….year 202.... at…………………….,.We include:

**Party A** Social Insurance (province/district)..........................................................................

Address:.........................................................................................................................

Email address:......................................................................................................................

Phone:.......................................... Fax:...................................................................

Account number:........................... At bank................................................................

Representative is Mr./Ms.:......................................................................................................

Position: Director or Deputy Director (Authorization letter No:... date...month...year 202...) (4)

**Party B :** (Name of medical examination and treatment facility *or* agency signing the medical examination and treatment contract):

Address:.........................................................................................................................

Email address:......................................................................................................................

Phone:....................................... Fax:......................................................................

Account number:………………… At the State Treasury *or* bank...............................

Representative is Mr./Ms.:......................................................................................................

Position: Director or Deputy Director (Authorization letter No:…date…month…year 202…) (5)

After agreement, the two parties agreed to sign a health insurance medical examination and treatment contract according to the following terms:

**Article 1. Organization of medical examination and treatment**

1. Service objects:

People with health insurance come to medical examination and treatment at Party B's medical examination and treatment facility.

2. Scope of service provision:

Party B ensures medical examination and treatment under health insurance according to regulations; conducts bidding for the purchase of medicines, chemicals, and medical supplies in accordance with regulations to meet the provision of medical technical services within the scope of technical expertise of medical examination and treatment facilities and technical services according to the provisions of law on medical examination and treatment and the scope of benefits of health insurance participants.

**Article 2. Payment method**

The two parties agree on payment methods and specify the subject and scope (clearly state the payment method): ………………………………………………………………………..

………………………………………………………………………………………………………..

………………………………………………………………………………………………………..

**Article 3. Advance payment, payment, settlement**

The two parties shall make advances and final settlements of medical examination and treatment costs in accordance with the provisions of Article 32 of the Law on Health Insurance, Decree No. 146/2018/ND-CP dated October 17, 2018 of the Government detailing and guiding measures to implement a number of articles of the Law on Health Insurance; Decree No. 75/2023/ND-CP dated October 19, 2023 of the Government amending and supplementing a number of articles of Decree No. 146/2018/ND-CP and related documents in accordance with the provisions of law.

**Article 4. Rights and responsibilities of Party A**

1. Rights of Party A:

a) Comply with the provisions of Article 40 of the Law on Health Insurance.

b) Require Party B to ensure the implementation of the contents specified in Clause 2, Article 1 of this Contract.

c) Request Party B to provide documents to serve the appraisal work, including: medical records, joint venture projects, joint ventures to provide medical technical services, employment contracts between medical examination and treatment facilities and practitioners (if any); Decision of competent authorities on implementing the Project or contract on technical transfer, medical support for lower levels; list of technical services; list and prices of drugs, chemicals, medical supplies within the scope of benefits of health insurance participants used at medical examination and treatment facilities".

d) Refusing to pay for medical examination and treatment costs covered by health insurance that are not in accordance with regulations or not in accordance with the content of this contract.

2. Responsibilities of Party A:

a) Comply with the provisions of Clause 5, Article 41 of the Law on Health Insurance and Articles 19, 20 and 21 of Decree No. 146/2018/ND-CP dated October 17, 2018 of the Government and its amending, supplementing or replacing documents.

b) Make an advance payment to Party B according to the provisions of Clause 1, Article 32 of the Law on Health Insurance; in case the two parties do not agree on the appraisal results, Party A will still make an advance payment to Party B according to the provisions of Article 32 of the Law on Health Insurance;

c) Party B is not required to re-check the information on the health insurance card for patients participating in health insurance who have had their medical examination and treatment costs settled over the fiscal year;

d) Not to pay or recover the costs that Party B has used for the patient and the medical examination and treatment facility has completed the payment procedures in case the information on the health insurance card is incorrect;

d) Comply with the provisions of law on medical examination and treatment in performing appraisal work; be responsible before the law for appraisal results and settlement of medical examination and treatment costs under health insurance.

**Article 5. Rights and responsibilities of Party B**

1. Rights of Party B:

Comply with the provisions of Article 42 of the Law on Health Insurance;

2. Responsibilities of Party B:

a) Comply with the provisions of Article 43 of the Law on Health Insurance.

b) Prescribe the use of drugs, chemicals, medical supplies, and medical services in a reasonable, safe, and effective manner; avoid waste and abuse;

c) Provide Party A with documents to perform the appraisal, including: medical records; joint venture project, joint venture to provide medical technical services, employment contract between medical examination and treatment facility and practitioner (if any); Decision of competent authority on implementation of Project or contract on technical transfer, medical support for lower level; list of technical services; list and price of drugs, chemicals, medical supplies within the scope of benefits of health insurance participants used at medical examination and treatment facility;

d) In case of any changes in the list of technical services, list and prices of drugs, chemicals, medical supplies approved by competent authorities and personnel performing work under the contract, Party A must be notified in writing and updated on the Receiving Portal of the Health Insurance Assessment Information System;

d) Be responsible before the law for any violations by Party B in implementing policies and laws on health insurance.

**Article 6. Contract performance period**

From date...month...year 202... to December 31, 202...

**Article 7. Mechanism for handling contract disputes and problems**

1. If there are any problems or disputes related to the implementation of the contract, the two parties will discuss and resolve them together on the principles of compliance with the law, the legitimate rights and interests of the parties and of the patients participating in health insurance and the spirit of cooperation, self-agreement and reconciliation.

2. In case of disagreement, the parties shall propose to resolve the problem to the state management level of health insurance according to the provisions of Clause 4, Article 5, Clause 2, Article 8 of the Law on Health Insurance.

3. If the dispute cannot be resolved, either party has the right to file a lawsuit at the Court in accordance with Article 48 of the Law on Health Insurance. The Court's decision is the final decision for both parties to implement.

4. During the dispute, both parties must ensure that the medical examination and treatment of the health insurance participant is not interrupted.

5. In case of any change or termination of the contract, it shall be implemented in accordance with the provisions of Point e, Clause 2, Article 25 of the Law on Health Insurance, Article 22 or Article 23 of Decree No. 146/2018/ND-CP dated October 17, 2018 of the Government.

**Article 8. General commitments**

1. The two parties commit to properly implementing the terms of the agreement in the contract and the provisions of the law.

2. Notices and agreements shall be made in writing by post or email to the address stated in this Agreement.

3. The two parties agree to comply with regulations and coordinate in applying information technology to facilitate the appraisal and settlement of medical examination and treatment costs under health insurance.

4. Parties are not allowed to provide or publish information that affects the reputation and interests of the parties, or affects health insurance policies and laws.

5. When performing the inspection, Party A must notify Party B in advance of the time and content of the inspection and obtain Party B's consent.

6. Other agreements (if any) must be recorded by both parties in the Appendices of this Contract, but not contrary to the provisions of law.

This contract is made in 04 (four) copies of equal value, each party keeps 02 (two) copies./.

|  |  |
| --- | --- |
| **REPRESENTATIVE OF PARTY B** *(Sign, print full name, stamp)* | **REPRESENTATIVE OF PARTY A** *(Sign, print full name, stamp)* |

***Note:***

(1): Contract numbers are numbered in order of contracts in a year, starting from number 01 on the first day of the year and ending on December 31 of the year the contract ends.

(2): Recorded according to the Decision on establishment of the unit or the Decision approving the unit's scope of expertise.

(3): Recorded according to the Decision on establishment of the unit.

(4), (5): recorded in case both parties send a representative for the Director to sign the Contract.

\* Depending on the conditions of the medical examination and treatment facility, the Social Insurance agency and the medical examination and treatment facility agree to supplement the content in the contract but not contrary to the provisions of the law on medical examination and treatment and health insurance.