AGREEMENT IN THE FRAMEWORK OF THE IMPLEMENTATION OF SCREENING PROGRAMMES PROVIDED BY THE EUROPEAN UNION TO ITS BENEFICIARIES

BETWEEN:

The Joint Sickness Insurance Scheme for the institutions of the European Union, hereinafter referred to as 'JSIS', represented for the purposes of signing this agreement by XXXXX;

AND

XXXX, hereinafter referred to as "XXX", located XXXX, represented by XXXX, function/title;

Have mutually agreed as follows:

Framework and objective of this agreement

Under the Joint Rules on Sickness Insurance for Officials and Other Servants of the European Union, the JSIS provides for reimbursement of medical expenses incurred by its beneficiaries, which include officials and other servants, as well as dependents (spouses, recognised partners, children) with 'primary' or 'top up' cover in accordance with the provisions of the Joint Rules.

In view of the powers conferred by Article 39 (2) (e) of the Joint Rules on Sickness Insurance, the Central Office of the JSIS negotiated and concluded this Framework agreement.

The purpose of this agreement is to clarify and simplify the practical organisation of the management of medical examinations within the framework of the screening programmes available to officials and other servants of the EU, as well as dependents of officials and other servants with either "primary" or "to up" cover and who are eligible for the screening programme, for which they have chosen XXX (hereinafter: 'beneficiaries').

The purpose of this agreement is not to guarantee a volume of services to be provided by XXX. XXX confirms, however, that its capacity, following planning with the private hospitals, allows the organisation of at least four hundred (400) screening programmes per month.

The free choice of provider by the beneficiary is one of the fundamental principles of the JSIS.

Benefits covered by this agreement

Each programme is in the form of 'standard' tests, to which are added tests called 'additional tests'. During the anamnesis visit (i.e. medical history), the attending doctor/GP must complete, together with the beneficiary, the 'additional tests' in accordance with the beneficiary's medical history and risk factors.

Any prescribed tests not provided for in the framework of a screening programme must be the subject of an application for prior authorisation by the beneficiary. This test is to be invoiced to the beneficiary.

In the event of certain tests being subcontracted, these tests must be carried out within a reasonable timeframe, taking into account the date of validity of the letter of invitation. The level of quality will be established through compliance with the relevant national standards. In case of doubt, the medical officer of the JSIS may be consulted.

Clinics where tests will be provided by XXX

The Private Hospitals participating in the current Agreement are the following:

Management procedure

Letter of invitation

The beneficiary will have a letter of invitation issued by the JSIS (see Annex II) containing the following information:

- the identity of the beneficiary (surname, first name, staff number or pension number);
- the number of the screening programme for which the beneficiary is eligible;
- where appropriate, Annex 1 to the letter of invitation filled in and signed by his/her own doctor during a consultation prior to the screening programme;
- the expiry date for the letter of invitation, which will normally be 18 months from its date of issue, except in cases where the beneficiary's cover by the JSIS ends before that date.

There are two types of invitation letters for the beneficiary:

- 1. Invitation to the screening programme <u>for an approved centre</u>: in this case, the invoice must be sent directly to the relevant service of the JSIS.
- 2. Invitation to the screening programme <u>for a non-approved centre</u> (free choice): in this case, the invoice must be paid by the beneficiary.

Tariffs

XXX undertakes to comply with the rates it has proposed, as set out in detail in Annex I, regardless of the type of invitation.

For additional tests not included in the list of tests linked to the various screening programmes set out in Annex I, XXX undertakes to provide the prices for such tests before they are scheduled carried out.

Indexation

The prices agreed for the tests mentioned in the screening programmes and listed in Annex I are the result of a negotiation, which has resulted in this agreement.

Prices shall be fixed and not subject to revision for the first three years of the agreement. At the beginning of the fourth and every following year, each price may be revised upwards or downwards at the request of one of the parties.

This price revision is determined by the formula set out below and by changes in the harmonised indices of consumer prices (HICP) for Greece published on http://ec.europa.eu/eurostat/web/hicp/data/database, under HICP (2015 = 100) — monthly data (index) (prc_hicp_midx).

A party may request a price revision in writing no later than three months before the anniversary date of the entry into force of the agreement. The other party must acknowledge the request within 14 days of receipt.

At the anniversary date, the JSIS must communicate the final index for the month in which the request was received or, failing that, the last provisional index available for that month.

XXX establishes the new prices on this basis and communicates an amended version of annex I to the JSIS as soon as possible so that the parties can conclude, after verification, an amendment to this agreement on the basis of the price adjustment.

The price revision is calculated using the following formula:

$$Pr = Po x (-)$$
Io

Where: Pr = revised price;

Po = proposed price — Annex I

Io = index for the month in which the agreement enters into force;

Ir = index for the month in which the request to revise prices is received.

Invoicing

Annex 1 to the duly completed and signed invitation letter must be attached to the invoice together with any medical prescriptions.

Payments relating to the screening services covered by this agreement are covered directly by the JSIS where the beneficiary has a letter of invitation for the screening programme for an approved centre and complies with the financial rules governing the direct billing by the JSIS in the name of the beneficiary. No payment will be requested from the beneficiary by XXX. To ensure that direct billing is effective, XXX sends to the JSIS all invoices relating to the screening programmes carried out (see procedure in Annex III).

In the event of certain tests being subcontracted to third party providers, invoices relating to these tests must not be sent separately to the JSIS. They must be included in the invoice that XXX sends to the JSIS. Under no circumstances will the JSIS contact any subcontractor, whatever the question.

Only tests contained in each programme and not subject to a preliminary authorisation may be invoiced to the JSIS. Any complementary test or test subject to preliminary authorisation must be invoiced to the beneficiary.

Payments for tests carried out outside the validity date of an invitation letter will be rejected.

XXX is entitled to claim compensation from the recipient who does not attend his/her appointment.

Collaboration

Information provided by the JSIS to its beneficiaries

The JSIS will inform its beneficiaries of the practical advantages of carrying out screening programmes at an approved centre, including, in particular, direct billing of the costs of standard and optional tests when they form part of the beneficiary's screening programme. The JSIS will also inform them of the provisions of this agreement.

4 Initial:

<u>Information provided by XXX for the beneficiaries of the JSIS</u>

XXX sends JSIS an information sheet containing all the relevant information available (appointment procedure, organisation of the screening programme, contact person within the XXX, etc.).

General collaboration

In a constant effort to improve the quality offered to our beneficiaries, XXX and the JSIS will meet on a regular basis. The purpose of these meetings will be to assess and verify the proper performance of the services provided and the practical follow-up of optional or complementary tests.

Clinical responsibility

This agreement does not in any way alter the contractual relationship between XXX and the beneficiary of the JSIS who contacts XXX in the framework of the screening programme.

XXX will provide, on request, the certificate of insurance against civil liability, covering the risks of the profession and will be up to date in the payment of its premiums.

The JSIS cannot be held liable for any problems/damage that the beneficiary may suffer on the occasion and/or following the carrying out of screening programmes by XXX.

The medical report must be sent to the beneficiary and, where appropriate, to his/her own doctor upon the beneficiary's written consent.

Processing of personal data

XXX and the JSIS are bound by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and by Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 as regards their respective fields of application. The Parties agree that each party is an independent (and not joint) controller of the personal data of the beneficiaries and shall be solely responsible for its compliance with its respective Regulation.

The beneficiary of the JSIS is free to decide where to carry out the tests under the corresponding screening programme. If he/she chooses XXX as an approved centre with whom the JSIS has concluded an agreement to simplify the handling of the tests, he/she will give the letter of invitation to XXX when he/she presents himself/herself at the appointment he/she had made himself/herself with XXX.

Apart from the direct transmission of invoices by XXX to the JSIS, no personal or medical information is exchanged between XXX and the JSIS.

The JSIS informs the beneficiaries that, by giving the letter of invitation to the XXX, they agree that the invoice for the tests carried out should be sent directly to the JSIS.

The JSIS informs the beneficiaries that, by accepting the programme, they accept that the information contained in the invitation letter is used by XXX for the purpose of carrying out the screening programme.

Confidentiality

The parties undertake to maintain strict confidentiality and not in any way disclose to third parties any information which they may acquire, directly or indirectly, in relation to any personal data, and shall endeavour to keep, even after the relationship of this agreement has ended, the confidentiality of all information obtained from each of the parties.

Duration and termination

This agreement shall take effect on the date of its signature and shall be concluded for an indefinite period. However, each party may denounce it at the end of each period of 12 months beginning on the date of its entry into force, subject to giving notice 3 months by registered letter.

Done in Brussels in as many copies as parties, each party declaring that it has received its copy,

For the European Union and the JSIS, for XXXXXXX.,

ANNEX I

Price per screening programme

ANNEX II

Example of an invitation letter

"Invitation to the screening programme with direct billing — approved centre —"

Invitation to the screening programme with direct billing - approved centre -

Date: [../../..]

Our references: [reference]

Beneficiary: [first name, surname]

Staff/pension No: [xxxxxxx]

Screening programme No: [1]

Valid until: [date of end of cover or 18 months]

For the attention of the participant in the screening programme

- Present this invitation with its annexes (completed and signed) at the approved centre where you have made an appointment for the screening programme.
- > During the initial consultation, please ensure that the GP chooses from the list in Annex 1 the tests required for your personalised screening programme.
- If additional tests not included in the programme are proposed by the doctor, you must request prior authorisation so that the administration can check whether they are necessary and the rate of reimbursement to be applied. The costs incurred must be paid to the service provider and will be reimbursed to you in accordance with the applicable regulatory provisions.
- > The costs of the screening programme are covered by the JSIS, but if the initial and closing consultations are carried out by the doctor of your choice (not in an approved centre), please submit your request for reimbursement for these two consultations (by attaching a copy of Annex 1) either:
 - o via JSIS online (select the option 'JSIS screening programme')
 - o or by post to the following address:
 - **European Commission**
 - JSIS Screening Programmes
 - 1049 Brussels
- If you do not turn up for your tests, the centre may claim compensation from you which will not be covered by the JSIS.
- > If you are not covered by the JSIS at the time of taking part in your screening programme, this letter of invitation will not be valid and the costs will be borne by you.
- For more information: see the complete information page on the Staff Matters Portal: https://myintracomm.ec.europa.eu/staff/EN/health/preventive-medicine/Pages/prevention.aspx?In=en

For the attention of the approved centre

- If the initial consultation is carried out in your centre, please ensure that your doctor completes the list of tests required for the personalised screening programme in Annex 1.
- At the end of the programme, please attach to your invoice Annexes 1 and 2, completed and signed, as well as any prescriptions, and send them to the following address:

European Commission

JSIS - Screening Programmes

1049 Brussels, Belgium

- > Only tests that are part of the screening programme (Annex I) may be invoiced. Any additional tests must be invoiced directly to the participant.
- The medical report must be sent to the participant and, where appropriate, to his/her own GP.
- > If any tests need to be subcontracted, please inform the participant and organise these tests within a reasonable timeframe.

[Signature (current) letter of invitation]

Note to give to the doctor/GP

Subject: Initial and closing consultations

Dear Doctor.

Our member is taking part in a screening programme organised by the Joint Sickness Insurance Scheme of the European institutions (JSIS) which puts the doctor/GP at the centre of the process.

The initial consultation which you have been asked to carry out consists of a detailed medical history and a physical examination that simply measures blood pressure, weight and height (for a BMI calculation). Following this consultation, you are kindly requested to choose the tests required by our member as part of his/her screening programme (see Annex 1 to the letter of invitation), taking into account the recommended frequency and tests already carried out in recent years, particularly during his/her annual medical visit.

Any additional tests not included in the programme, but which you deem to be justified by specific risks identified with regard to the member, are subject to prior authorisation which must be requested by the member.

In order to be able to develop effective prevention measures, we ask that you see our member again for a closing consultation at which you will inform him/her, where applicable, about any anomalies identified and any existing risk factors, and provide him/her with advice relating to preventative and follow-up measures.

Thank you very much for taking part in this programme.

[Signature (current) letter of invitation]

Date: [../../..]



Joint Sickness Insurance Scheme of the European institutions - JSIS

ANNEX 1

Date: [../../..]

Screening programme 1: women aged 18 to 44

Frequency: every 5 years

Our references: [reference]

Beneficiary: [first name, surname]

Staff/pension No: [xxxxxxx]

Valid until: [date of end of cover or 18 months]

To be completed by the doctor at the initial consultation		
'Standard' tests		
+ Initial consultation (with your own GP or with a GP at an approved centre): detailed medical history + physical examination (blood pressure, weight, height, BMI)		
□ Dermatological examination to screen for melanoma □ Blood test ○ Total cholesterol, HDL, LDL ○ HIV (serology) (unless written refusal from the participant) ○ Fasting glycaemia or glycated haemoglobin ○ Haemoglobin, haematocrit and red blood cell count ○ Leucocytosis and leucocyte count, platelets ○ Creatinine, uric acid, potassium, calcium ○ GOT, GPT, gamma GT		
☐ Urine analysis: albumin + urinary glucose		
+ Closing consultation (with your own GP or with a GP at an approved centre)		
Additional tests (optional)		
☐ Hepatitis B - Hepatitis C - Syphilis (serology)		
Tests refused by the participant:		
Final report to be sent to:		
□ Participant's address:		
☐ GP's address:		
Date: Doctor's signature/stamp:		
Participant's signature (for agreement):		

- For any test not included in this programme, the participant must submit a separate request for prior authorisation.
- This document and Annex 2, completed and signed, must be attached to the invoice (approved centre) or to the request for reimbursement of the initial and closing consultations (participant).

ANNEX 2

Date: [../../..]

Declaration of the participant in the screening programme

Our references: [reference]

Beneficiary: [first name, surname]

Staff/pension No: [xxxxxxx]

Screening programme No: [1]

Valid until: [date of end of cover or 18 months]

By participating in this screening programme, I hereby declare that:

- ➤ I am aware of the fact that participation is voluntary and that the JSIS cannot be held responsible for complaints arising partly or wholly from my participation, particularly any complaints concerning the results of the screening.
- ➤ I consent to the use of my personal data contained in this letter of invitation and its annexes by the healthcare provider(s) for the implementation of this screening programme.
- ➤ I consent to the transmission of the invoice relating to this screening programme by the approved centre to the JSIS (if direct billing applies).
- ➤ I am aware that refusal to undergo a test must be put in writing and given to the doctor at the initial consultation. The JSIS cannot be held responsible for any tests refused by me but carried out by the healthcare provider.
- ➤ I am aware that some tests can only be carried out once (bone density scan programme 3, abdominal ultrasound programme 6) or are only offered from a certain age and at predefined intervals (optical or virtual colonoscopy: from the age of 50 to 75 every 10 years).
 - I will therefore only agree to these tests if the conditions for carrying them out are complied with.
 - If, in my current programme, the tests in question are <u>recommended to be taken again</u> by the doctor, despite restrictions linked to the frequency or the fact that they have already been carried out in the past, they will be considered to be 'additional tests that are not included' and **will be subject to prior authorisation** I must also settle the invoices before submitting my request for reimbursement to the JSIS.
- ➤ I am aware that the screening is **a means of prevention** and that this programme is limited and cannot replace treatment or follow-up provided by the healthcare providers.
- ➤ I am aware that the results of the screening are preliminary and cannot under any circumstances be considered to be conclusive.

Date:	Participant's signature:
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Annex II — continued

Example of an invitation letter

"Invitation to the screening programme without direct billing"

Invitation to the screening programme without direct billing

Our references: [reference]

Beneficiary: [first name, surname]

Staff/pension No: [xxxxxx]

Screening programme No: [1]

Valid until: [date of end of cover or 18 months]

For the attention of the participant in the screening programme

Date: [../../..]

If the initial consultation is carried out by an external GP at the screening centre

- > At the consultation, give the doctor the note addressed to him/her and ensure that he/she chooses from the list in Annex 1 the tests required for your personalised screening programme.
- Present this invitation with its annexes completed and signed at a screening centre of your choice.

If the initial consultation is carried out by the in-house GP at a screening centre of your choice

- Present this invitation with its annexes completed and signed at a screening centre of your choice.
- > During the initial consultation, please ensure that the centre's GP chooses from the list in Annex 1 the tests required for your personalised screening programme.
- If additional tests not included in the programme are proposed by the doctor, you must request prior authorisation so that the administration can check whether they are necessary and the reimbursement rate to be applied. The costs incurred must be paid to the service provider and will be reimbursed to you in accordance with the applicable regulatory provisions.
- Submit your claim for reimbursement by attaching to the invoices this invitation, with Annexes 1 and 2 completed and signed, and any prescriptions, either:
 - via JSIS online (select the option 'JSIS screening programme')
 - or by post to the following address:
 - **European Commission**
 - JSIS Screening Programmes
 - 1049 Brussels
- > Full reimbursement will be subject to the excessive-fee thresholds laid down by the Central Office for categories of services included in your programme.
- > In the case of claims for top-up reimbursement, you must attach copies of the original documents sent to the primary scheme, together with proof of reimbursement by that scheme.
- If you do not turn up for your tests, the centre may claim compensation from you which will not be covered by the JSIS.
- > If you are not covered by the JSIS at the time of taking part in your screening programme, this letter of invitation will not be valid and the costs will be borne by you.
- For more information: see the complete information page on the Staff Matters Portal: https://myintracomm.ec.europa.eu/staff/EN/health/preventive-medicine/Pages/prevention.aspx?In=en

For the attention of the screening centre

- > If the initial consultation is carried out in your centre, please ensure that your doctor completes the list of tests required for the personalised screening programme in Annex 1.
- Invoices for this screening programme will be settled by the participant.
- If you are one of our approved centres, please apply the rates agreed with the JSIS.
- The medical report must be sent to the participant and, where appropriate, to his/her own GP.
- If any tests need to be subcontracted, please inform the participant and organise these tests within a reasonable timeframe.

[Signature (current) letter of invitation]

14 Initial:

Note to give to the doctor/GP

Subject: Initial and closing consultations

Dear Doctor,

Our member is taking part in a screening programme organised by the Joint Sickness Insurance Scheme of the European institutions (JSIS) which puts the doctor/GP at the centre of the process.

The initial consultation which you have been asked to carry out consists of a detailed medical history and a physical examination that simply measures blood pressure, weight and height (for a BMI calculation). Following this consultation, you are kindly requested to choose the tests required by our member as part of his/her screening programme (see Annex 1 to the letter of invitation), taking into account the recommended frequency and tests already carried out in recent years, particularly during his/her annual medical visit.

Any additional tests not included in the programme, but which you deem to be justified by specific risks identified with regard to the member, are subject to prior authorisation which must be requested by the member.

In order to be able to develop effective prevention measures, we ask that you see our member again for a closing consultation at which you will inform him/her, where applicable, about any anomalies identified and any existing risk factors, and provide him/her with advice relating to preventative and follow-up measures.

Thank you very much for taking part in this programme.

[Signature (current) letter of invitation]

Date: [../../..]



ANNEX 1

Date: [../../..]

Screening programme 1: women aged 18 to 44

Frequency: every 5 years

Our references: [reference]

Beneficiary: [first name, surname]

Staff/pension No: [xxxxxxx]

Valid until: [date of end of cover or 18 months]

To be completed by the doctor at the initial consultation	
'Standard' tests	
+ Initial consultation (with your own GP or with a GP at an approved centre): detailed medical history examination (blood pressure, weight, height, BMI)	+ physical
Dermatological examination to screen for melanoma Blood test Total cholesterol, HDL, LDL HIV (serology) (unless written refusal from the participant) Fasting glycaemia or glycated haemoglobin Haemoglobin, haematocrit and red blood cell count Leucocytosis and leucocyte count, platelets Creatinine, uric acid, potassium, calcium GOT, GPT, gamma GT	
□ Urine analysis: albumin + urinary glucose+ Closing consultation (with your own GP or with a GP at an approved centre)	
Additional tests (optional)	
☐ Hepatitis B - Hepatitis C - Syphilis (serology)	
Tests refused by the participant:	
Final report to be sent to:	
i mai report to be sent to.	
☐ Participant's address:	
□ GP's address:	
Date: Doctor's signature/stamp:	
Participant's signature (for agreement):	

- For any test not included in this programme, the participant must submit a separate request for prior authorisation.
- This document and Annex 2, completed and signed, must be attached to the invoice (approved centre) or to the request for reimbursement of the initial and closing consultations (participant).

16 Initial:

ANNEX 2

Date: [../../..]

initial:

Declaration of the participant in the screening programme

Our references:	[reference]
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Beneficiary: [first name, surname]

Staff/pension No: [xxxxxxx]

Screening programme No: [1]

Valid until: [date of end of cover or 18 months]

By participating in this screening programme, I hereby declare that:

- ➤ I am aware of the fact that participation is voluntary and that the JSIS cannot be held responsible for complaints arising partly or wholly from my participation, particularly any complaints concerning the results of the screening.
- ➤ I consent to the use of my personal data contained in this letter of invitation and its annexes by the healthcare provider(s) for the implementation of this screening programme.
- ➤ I consent to the transmission of the invoice relating to this screening programme by the approved centre to the JSIS (if direct billing applies).
- ➤ I am aware that refusal to undergo a test must be put in writing and given to the doctor at the initial consultation. The JSIS cannot be held responsible for any tests refused by me but carried out by the healthcare provider.
- ➤ I am aware that some tests can only be carried out once (bone density scan programme 3, abdominal ultrasound programme 6) or are only offered from a certain age and at predefined intervals (optical or virtual colonoscopy: from the age of 50 to 75 every 10 years).
 - I will therefore only agree to these tests if the conditions for carrying them out are complied with.
 - If, in my current programme, the tests in question are <u>recommended to be taken again</u> by the doctor, despite restrictions linked to the frequency or the fact that they have already been carried out in the past, they will be considered to be 'additional tests that are not included' and **will be subject to prior authorisation** I must also settle the invoices before submitting my request for reimbursement to the JSIS.
- ➤ I am aware that the screening is **a means of prevention** and that this programme is limited and cannot replace treatment or follow-up provided by the healthcare providers.
- ➤ I am aware that the results of the screening are preliminary and cannot under any circumstances be considered to be conclusive.

Date:	Participant's signature:	

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ANNEX III

Practical information — procedure, invoicing

- The beneficiary must give you the annexes 1 and 2 completed and signed of his/her letter of invitation. These two documents must be attached to the invoice.
- The invoice must include the following elements: your bank account number; the date and number of the invoice; name of the beneficiary; the personal or pension number; the codes of the examinations carried out; the date on which the examination/test was carried out; the cost per test and the overall cost.
- The costs of the various tests of a member's screening programme must be shown on the same invoice.
- Only tests contained in a screening programme may be charged.
- Additional tests not forming part of a screening programme must be invoiced directly to the beneficiary.
- Cancellation costs: we do not cover cancellation costs. They may, where appropriate, be invoiced to the beneficiary for their absence.
- The invoice must be sent to the following address:

European Commission
JSIS — Screening programmes — Invoicing
1049 Brussels-Belgium