

**MEDICAL REHABILITATION SERVICES  
AGREEMENT**

Jūrmala

\_\_\_\_\_ 20 \_\_\_\_

**Limited liability company SANARE – KRC JAUNĶEMERI**, registration No. 42803001859, registered office Kolkas iela 20, Jūrmala, LV-2012, (hereinafter referred to as the *Centre*) represented by the Centre Executive

\_\_\_\_\_ (*name, surname*) based on a power of attorney, on the one part,

and

**The Patient** \_\_\_\_\_ (*name, surname*),

identity number: \_\_\_\_\_ - \_\_\_\_\_

declared address \_\_\_\_\_,

additional address (*if any*) \_\_\_\_\_,

telephone, email \_\_\_\_\_,

or the **Patient's legal representative** (hereinafter referred to as the *Patient*)

\_\_\_\_\_ (*name, surname*),

identity number: \_\_\_\_\_ - \_\_\_\_\_

declared address \_\_\_\_\_,

additional address (*if any*) \_\_\_\_\_,

telephone: \_\_\_\_\_,

on the other part, together hereinafter referred to as the Parties, enter into the following agreement (hereinafter referred to as the Agreement):

## 1. Subject matter of the Agreement

- 1.1. The *PATIENT* wishes to receive and the *CENTRE* undertakes to provide the following medical rehabilitation or health promotion services in exchange for payment in accordance with statutory regulations and policies of the *CENTRE* (**those provided under the Agreement are marked with X**):

fee-based inpatient medical rehabilitation services;

health promotion programme;

state financed rehabilitation in a day clinic;

state financed outpatient rehabilitation.

If the *PATIENT* wishes to continue using any medical rehabilitation or health promotion service of the *CENTRE* after the end of a specific healthcare session set out in paragraph 1.1 of the Agreement, the Agreement shall be deemed extended tacitly, without any additional agreement, on the same conditions with the *CENTRE* making a relevant not in the accounting system of the *CENTRE* regarding the medical rehabilitation or health promotion services chosen by the *PATIENT*.

- 1.2. The *PATIENTS* receiving inpatient medical rehabilitation services or health promotion services are provided with a bed in one of the rooms at the *CENTRE*, meals and medical rehabilitation services using the approved rehabilitation techniques.
- 1.3. The *PATIENTS* receiving state financed medical rehabilitation services or health promotion services in a day clinic are provided with a place in a lounge with armchairs at the *CENTRE* in accordance with the requirements of the National Health Service (from the time of their arrival on each day of their scheduled services) until 5 PM. If a day clinic *PATIENT* requires a bed after 5 PM (if covered by the Agreement, to be marked with X):
- the *PATIENT* shall pay for the bed at the rates of the *CENTRE*.
- 1.4. The *PATIENTS* receiving state financed outpatient medical rehabilitation services are provided with access to a lounge in accordance with the requirements of the National Health Service.
- 1.5. If the *PATIENT* wishes to receive any additional healthcare services, specialist consultations, clinical or lab tests or any other additional service, including meals, the *PATIENT* shall pay for those services in accordance with the *CENTRE* price-list for fee-based services.

## 2. Obligations of the CENTRE:

- 2.1. To provide medical rehabilitation services  
\_\_\_\_\_ (programme name)  
to the *PATIENT* using the approved rehabilitation techniques.
- 2.2. To inform the *PATIENT* of the Internal Regulations, price-list for the services and the refund policies related to any unused rehabilitation services of the *CENTRE*, which apply to the provision of the service and are binding on the *PATIENT*. The *CENTRE* shall additionally make those internal regulations continuously and freely available at the *CENTRE* receptions and on the *CENTRE* website.
- 2.3. To inform the *PATIENT* or the legal representative of the *PATIENT* or the contact person designated by the *PATIENT* about the rehabilitation plan and answer any questions about it which the *PATIENT* or their legal representative may have.
- 2.4. To keep records of the *PATIENTS* rehabilitation progress in the inpatient medical record (or outpatient record) of the *PATIENT* in accordance with the medical record keeping procedure.
- 2.5. To draw up a personalised rehabilitation plan for the *PATIENT* and make it known and explained to the *PATIENT* in plain language.

- 2.6. If requested by the *PATIENT*, to provide extracts, transcripts and copies of the patient's medical documents within 3 (three) business days in accordance with the price-list approved by the *CENTRE*, taking into account, where possible, the method of receiving the information specified by the *PATIENT*.

### **3. Obligations of the PATIENT:**

- 3.1. To pay the *CENTRE* for the medical rehabilitation services as set out in paragraph 7 of the Agreement.
- 3.2. To comply with the Internal Regulations of the *CENTRE*, service provision regulations, fire safety regulations, generally accepted standards of decency, as well as the instructions of the medical and nursing staff of the *CENTRE*. To give statements necessary for the safe provision of the services.
- 3.3. To engage in the implementation of the rehabilitation plan drawn up by the *CENTRE* to the extent necessary. To inform the head of the Multidisciplinary Rehabilitation Team or a doctor on the Multidisciplinary Rehabilitation Team or medical staff on call of any circumstances which interfere with and/or may affect the progress of the rehabilitation plan.
- 3.4. To inform the head of their Multidisciplinary Rehabilitation Team (doctor) about their state of health, any changes in it, symptoms, details of their previous treatment or rehabilitation and any medication used.
- 3.5. While receiving medical rehabilitation services, not to use any medication or rehabilitation technologies not included in the rehabilitation plan without the approval of the head of the Multidisciplinary Rehabilitation Team or a doctor on the Multidisciplinary Rehabilitation Team, except for medication necessary for treating any chronic diseases unrelated to the rehabilitation service which the *PATIENT* has been taking before starting the rehabilitation.
- 3.6. To compensate the *CENTRE* or other legal entities or individuals for any damages caused by the *PATIENT* or a legal representative or companion of the *PATIENT*.
- 3.7. To assume responsibility for their belongings, valuables, documents or money they have on their person.
- 3.8. To vacate the room at the *CENTRE* on the discharge date by the time specified in the rehabilitation plan.

### **4. Rights of the CENTRE:**

- 4.1. To deny any medical rehabilitation services to the *PATIENT* if the *PATIENT* has no rehabilitation potential and/or the *PATIENT'S* overall condition is not compatible with the *PATIENT'S* active participation and it is not possible to agree on the rehabilitation plan and goals. In such event, the accounts are settled in accordance with the refund policies of the *CENTRE* for the scope of the unused rehabilitation services.
- 4.2. To deny any further rehabilitation to the *PATIENT* and recover all resulting expenses and damages in full, if the *PATIENT* fails to comply with the Internal Regulations of the *CENTRE*, fails to make any payment stipulated in the Agreement, does not engage in the implementation of the approved rehabilitation plan or does not fulfil any other obligations under the Agreement, in accordance with the laws and regulations in effect in the Republic of Latvia.
- 4.3. To engage students who are currently training at the *CENTRE* based on agreements with educational institutions in the rehabilitation process if the *PATIENT* has consented to such engagement in their healthcare.
- 4.4. Where necessary, to exchange information with the *PATIENT'S* local social services, insurance providers, state and municipal institutions or GP.

### **5. Rights of the PATIENT:**

- 5.1. To request and receive information about their rehabilitation plan and rehabilitation goals.

- 5.2. To receive additional information if further rehabilitation process becomes unclear.
- 5.3. To choose any additional fee-based services from the fee-based service price-list of the *CENTRE* in accordance with the recommendations of the head of the Multidisciplinary Rehabilitation Team or a doctor on the Multidisciplinary Rehabilitation Team.
- 5.4. The *PATIENT* is entitled to reject any of the offered medical rehabilitation or any specific activity partially or in full in writing confirming it with their signature. In such cases, the *PATIENT* acknowledges that by rejecting the offered rehabilitation partially or in full and choosing an alternative treatment they assume all risks related to preserving their health or life. The above does not apply should the *PATIENT* need any emergency medical help.
- 5.5. The *PATIENT* has the right to discontinue their rehabilitation before the scheduled discharge date informing the *CENTRE* about it in writing and witnessing it with their signature. The *PATIENT* may be eligible for a refund as set forth in the refund policies of the *CENTRE* related to any unused services.
- 5.6. To refuse to be a part of the clinical training process or discontinue their participation in it at any time informing the *CENTRE* writing.

## **6. Statements and consents**

- 6.1. By signing the Agreement, the *PATIENT* gives their informed consent and confirms that they consent to receive the specific services set out in the subject matter of the Agreement and that they understand that the *CENTRE* will draw up a personalised rehabilitation plan. The *PATIENT* understands that the head of the Multidisciplinary Rehabilitation Team or a doctor on the Multidisciplinary Rehabilitation Team will provide the information on the rehabilitation goals and the methods used.
- 6.2. The *PATIENT* confirms that medical rehabilitation is allowed for treating their identified health problems.
- 6.3. The *PATIENT* confirms that they understand the content and scope of the medical rehabilitation and/or health promotion service.
- 6.4. By signing the Agreement, the *PATIENT* authorises the *CENTRE* to carry out all necessary actions and use the chosen medical technologies achieve the best result.
- 6.5. By signing the Agreement, the *PATIENT* confirms that they have been informed of and do not object to their personal data, information about their state of health, their rehabilitation process and rehabilitation results being processed, stored and possibly used for the scientific and education activities of the *CENTRE*, processed for scientific and analytical or medical educational activities, as well as for financial accounting purposes and statistical reports ensuring the protection of the *PATIENT'S* personal data and the confidentiality of medical information in accordance with the statutory regulations.
- 6.6. By signing the Agreement, the *PATIENT* confirms that they have been informed and understand that the *CENTRE* participates in clinical training.
- 6.7. By signing the Agreement, the *PATIENT* confirms that they understand the risk and that the rehabilitations goals may not be achieved for objective reasons which could not have been foreseen at the time of drawing up the rehabilitation plan.
- 6.8. The *PATIENT* acknowledges that the medical rehabilitation process implies mutual responsibility and the *PATIENT* must follow all the instructions of the medical professionals related to their medical rehabilitation and care. In addition, for the duration of the Agreement, the *PATIENT* cannot do anything that may harm the *PATIENT'S* health. If the *PATIENT* fails to comply with conditions of the Agreement or instructions of medical/care professionals, the expected result may not be achieved through the quality care provided by the *CENTRE*, and in such event the *CENTRE* shall not liable for any damage to the *PATIENT'S* health.
- 6.9. By signing the Agreement, the *PATIENT* confirms that they have familiarised themselves with the conditions of the medical rehabilitation services (including their right to information) and the Internal Regulations, which are available online or in

print at the reception desks of the *CENTRE* and undertakes to comply. By signing the Agreement, the *PATIENT* confirms that they have been given the opportunity to read and understand how the *PATIENT* may be refunded for any fully or partially paid, but unused medical rehabilitation, health promotion or secondary healthcare services.

- 6.10. By signing the Agreement, the *PATIENT* confirms that they have familiarised themselves with the epidemiological safety measures set forth by the *CENTRE* and undertake to adhere to the individual protection measures. The *PATIENT* has been informed and understands that the *CENTRE* is not liable for any damages in such circumstances and insofar the damages have been caused by any restrictions put in place as preventive epidemiological safety measures, including any future ones.
- 6.11. The *PATIENT* has been informed that in the event of non-compliance with any restrictive measures put in place for the purposes of epidemiological safety or if any false information has been given in the *PATIENT'S* statement, applicable administrative or criminal liability shall follow and the *PATIENT* shall be liable for any possible damages to the *CENTRE* or third parties.
- 6.12. The *PATIENT* understands that the *CENTRE* is not liable for any damages to the *PATIENT* due to non-compliance with the epidemiological safety measures by third parties and/or if those persons have provided any false information in connection with their compliance with epidemiological safety measures.
- 6.13. By signing the Agreement, the *PATIENT* agrees that if the *PATIENT* fails to fulfil any payment obligation arising from the Agreement, the *CENTRE* is entitled to assign the cause of action for the amount of the debt or debt recovery to third parties at the discretion of the *CENTRE*, and, in connection with the above, to disclose information (including handing over relevant documents) about the conditions of the Agreement, the *PATIENT'S* personal data and other information, the existence, extent and basis of the *PATIENT'S* obligations to the *CENTRE* arising from the Agreement to any person who will carry out the debt recovery activities or to the assignee.
- 6.14. By signing the Agreement, the *CENTRE* confirms that it will ensure confidentiality of the payment card identification data and personal data of those who have made payments using payment cards and that the data will not be made available to any third parties, including other employees of the *CENTRE* whose scope of duties does not include fulfilment of any obligations under the Agreement.
- 6.15. By entering into the Agreement, the *CENTRE* assumes liability for the compliance of the medical rehabilitation services provided to the *PATIENT* with the medical treatment standards adopted in the Republic of Latvia and the generally accepted medical practice.

## **7. Payments**

- 7.1. The *PATIENT* shall pay for the services received from the *CENTRE* as follows:
  - 7.1.1. for the state financed healthcare services, before receiving the service, the *PATIENT* shall pay their contribution or share of the fee in the amount set forth in statutory regulations;
  - 7.1.2. for the fee-based medical rehabilitation and healthcare services, before receiving the service, the *PATIENT* shall pay the amount set forth in the fee-based service price-list approved by the *CENTRE*.
- 7.2. The *PATIENT* shall be entitled not to make any prepayment for the services to be covered by their insurance provider or another legal entity or individual in accordance with the cooperation agreements signed with the *CENTRE*, conditions of their health insurance policy, etc., if when signing the Agreement the *PATIENT* has presented the respective insurance policy or submitted a letter of guarantee or an agreement for payment for the services signed with a secure electronic signature. If any invoice for the services received by the *PATIENT* exceeds their health insurance policy limit or the amount specified in the payer's letter of guarantee or agreement for payment, the difference shall be covered by the *PATIENT*. If the services included in the estimate are not covered by the insurance within a cooperation agreement or the payer's letter of guarantee, they shall be covered by the *PATIENT* who shall settle the final account within the term stipulated by the *CENTRE* via a

transfer to the account specified in the estimate issued by the *CENTRE*. If the *PATIENT*, their insurance provider or another legal entity fails to make any payment, the *CENTRE* shall be entitled to initiate the recovery of the payment for services from the *PATIENT* directly or by engaging third persons.

**8. Miscellaneous**

- 8.1. The Agreement comes into effect when it is signed bilaterally and shall remain in effect until the Parties have fulfilled their obligations undertaken within the Agreement.
- 8.2. The Parties are entitled to terminate the Agreement before the medical rehabilitation service provision has been completed:
  - 8.2.1. as agreed by the Parties;
  - 8.2.2. unilaterally at the initiative of the *PATIENT* with a written confirmation that they withdraw from any further treatment;
  - 8.2.3. unilaterally by a reasonable decision of the *CENTRE* to deny treatment to the *PATIENT*, if the *PATIENT* fails to fulfil their obligations undertaken under the Agreement.
- 8.3. Terminating the Agreement, the parties shall settle their accounts in accordance with the *CENTRE* policies in respect of any medical rehabilitation or health promotion services which have been paid for, but have not been used.
- 8.4. Any disputes shall be settled via negotiations. If the Parties fail to reach an agreement, the dispute shall be referred for consideration to the Rīga District Court Jūrmala Courthouse as the court of first instance.
- 8.5. The Agreement comes into effect when signed and has been drawn up in two copies on 4 (four) pages, one copy for each Party. Both copies have the same legal effect.
- 8.6. The *PATIENT* consents to the disclosure of their medical information by the medical staff of the *CENTRE* to the following persons:  Yes  No

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/person's name, surname, telephone, address/

8.7. The *PATIENT* understands that they have the right to withdraw any or all their consents at any time.

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**Authorised person of the *CENTRE***

***PATIENT* or their legal representative**

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signature, full name

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signature, full name