

MEDICAL REHABILITATION SERVICES
AGREEMENT
Jūrmala

_____ 20__

Limited liability company Sanare – KRC Jaunkēmeri, 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,

_____ (name, surname), 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, in return
for payment and in accordance with statutory requirements and the CENTRE's

internal policies, the following medical rehabilitation or health promotion service **(options applicable under the Agreement are marked with X)**:

- ☐ private inpatient medical rehabilitation services;
- ☐ health promotion programme;
- ☐ state-funded rehabilitation in a day clinic;
- ☐ state-funded outpatient rehabilitation.

If, upon completing the course of treatment specified in paragraph 1.1 of the Agreement, the PATIENT wishes to continue using any medical rehabilitation or health promotion services of the CENTRE, the Agreement shall be deemed extended tacitly under the same terms without requiring a separate amendment, with the CENTRE updating the PATIENT's chosen medical rehabilitation or health promotion service in its internal records.

- 1.2. 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. PATIENTS receiving state-funded medical rehabilitation services or health promotion services in a day clinic are provided with a place in a day lounge 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 applicable under the Agreement, to be marked with X):
 - ☐ the PATIENT shall pay for the bed in accordance with the CENTRE's rates.
- 1.4. PATIENTS receiving state-funded outpatient rehabilitation services are provided with access to a day lounge in accordance with the requirements of the National Health Service.
- 1.5. If the PATIENT wishes to receive any supplementary healthcare services, specialist consultations, clinical or laboratory tests or any other additional service, including meals, the PATIENT shall pay for those services in accordance with the CENTRE's price-list for paid services.

2. Obligations of the CENTRE:

- 2.1. To provide medical rehabilitation services under _____ (programme name) to the PATIENT using approved rehabilitation techniques.
- 2.2. To inform the PATIENT of the Internal Regulations, price-list for the services and the refund policy for unused rehabilitation services of the CENTRE, all of which apply to the provision of the services and are binding on the PATIENT.

The CENTRE shall additionally ensure that these Internal Regulations remain continuously and freely accessible at the CENTRE's reception desks and on its website.
- 2.3. To inform the PATIENT, their legal representative, or their designated contact person about the rehabilitation plan, and answer any questions about it which the PATIENT or their legal representative may have regarding it.
- 2.4. To record the PATIENT's rehabilitation progress in their inpatient medical record (or outpatient record) in accordance with official medical record-keeping standards.
- 2.5. To prepare the PATIENT's personalised rehabilitation plan, present it to the PATIENT and explain it clearly and in plain language.

- 2.6. Upon the PATIENT's request, to issue extracts, transcripts and copies of their medical records within 3 (three) business days in accordance with the CENTRE's established price list, accommodating the PATIENT's preferred method of delivery where possible.

3. Obligations of the PATIENT:

- 3.1. To settle all payments with the CENTRE for medical rehabilitation services as set out in paragraph 7 of the Agreement.
- 3.2. To comply with the CENTRE's Internal Regulations, service provision regulations, fire safety regulations and generally accepted standards of conduct, as well as all instructions from the CENTRE's medical and care staff. To provide any declarations required for the safe provision of the services.
- 3.3. To actively participate in implementing the personalised rehabilitation plan to the extent prescribed. To promptly inform the Head of the Multidisciplinary Rehabilitation Team (the doctor) or the staff on duty of any circumstances that prevent or may affect the execution of the rehabilitation plan.
- 3.4. To inform the Head of their Multidisciplinary Rehabilitation Team (the doctor) about their health status, any changes to it, symptoms, details of previous treatment and rehabilitation and any current medications.
- 3.5. While receiving medical rehabilitation services, to refrain from using any medications or clinical techniques not specified in the rehabilitation plan without prior approval from the Head of the Multidisciplinary Rehabilitation Team (the doctor), except for any prescribed medications the PATIENT was already taking before starting rehabilitation to manage chronic conditions unrelated to the rehabilitation services.
- 3.6. To compensate for any damage or loss caused to the CENTRE or other legal or natural persons due to the fault of the PATIENT, their legal representative or their companion.
- 3.7. To take full responsibility for their personal belongings, valuables, documents and cash.
- 3.8. To vacate their room at the CENTRE on the day of discharge by the check-out time specified in the rehabilitation plan.

4. Rights of the CENTRE:

- 4.1. To refuse to provide medical rehabilitation services to the PATIENT if the PATIENT lacks rehabilitation potential or if their general health status prevents active participation, making it impossible to agree on a rehabilitation plan and goals. In such cases, refunds for any unused services shall be processed in accordance with the CENTRE's policies.
- 4.2. To terminate the PATIENT's ongoing rehabilitation and recover all resulting expenses and losses in full if the PATIENT fails to comply with the Internal Regulations of the CENTRE, fails to make payments as stipulated in this Agreement, refuses to participate in the agreed rehabilitation plan or fails to perform any other obligations specified in this Agreement, in accordance with the applicable statutory regulations of the Republic of Latvia.

- 4.3. To involve students undergoing training at the CENTRE under agreements with educational institutions in the rehabilitation process, provided that the PATIENT has consented to their participation in their healthcare.
- 4.4. Where necessary, to exchange information with the PATIENT's local social services department, insurance providers, state and local government authorities or general practitioner (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 any clarification is needed regarding the further course of their rehabilitation.
- 5.3. To select supplementary paid services listed in the price list of the CENTRE, in consultation with the Head of the Multidisciplinary Rehabilitation Team (the doctor).
- 5.4. The PATIENT has the right to refuse the proposed medical rehabilitation or any specific treatments, in whole or in part, by giving written and signed notice. In such cases, the PATIENT acknowledges that by refusing the proposed rehabilitation or by opting for alternative treatment, in whole or in part, they assume all associated risks to their health and life. This does not apply to situations where the PATIENT requires emergency medical care.
- 5.5. The PATIENT has the right to terminate their rehabilitation before the scheduled discharge date by providing the CENTRE with written and signed notice. The circumstances under which the PATIENT may request a refund are set out in the CENTRE's refund policy for unused services.
- 5.6. To refuse participation in clinical training by giving written notice, or to withdraw from it at any time by informing the CENTRE in writing.

6. Declarations and consents

- 6.1. By signing this Agreement, the PATIENT gives their informed consent and confirms that they agree to receive the specific services set out in the Subject Matter of the Agreement, understanding that the CENTRE will draw up a personalised rehabilitation plan. The PATIENT understands that information regarding the goals of the rehabilitation and the methods used will be provided by the Head of the Multidisciplinary Team (the doctor).
- 6.2. The PATIENT confirms that medical rehabilitation is appropriate for the treatment of their diagnosed health conditions.
- 6.3. The PATIENT confirms that they understand the nature and scope of their chosen medical rehabilitation and/or health promotion service.
- 6.4. By signing this Agreement, the PATIENT authorises the CENTRE to take all necessary steps and apply the selected medical technologies to achieve the most effective result possible.
- 6.5. By signing this Agreement, the PATIENT confirms that they have been informed of, and do not object to, their personal data, health records, rehabilitation progress and treatment outcomes being processed, stored and they may be used for the CENTRE's scientific and educational activities, processed for scientific and analytical or medical educational purposes, financial accounting and statistical

- reporting ensuring the protection of the PATIENT's personal data and medical confidentiality in accordance with the statutory regulations.
- 6.6. By signing this Agreement, the PATIENT confirms they have been informed of, and understand, that the CENTRE is involved in clinical training.
- 6.7. By signing this Agreement, the PATIENT confirms they acknowledge the risks involved and understand that the rehabilitation goals may not be achieved due to objective reasons that were unforeseeable at the time the rehabilitation services plan was drawn up.
- 6.8. The PATIENT acknowledges that the medical rehabilitation process involves mutual responsibility and that PATIENT must comply with all instructions given by the medical and care staff and must not take any action during the term of this Agreement that could harm their own health. If the PATIENT fails to comply with the terms of this Agreement or the instructions of the medical/care staff, the expected results may not be achieved despite the CENTRE's skilled assistance, and the CENTRE shall not be liable for any resulting harm to the PATIENT's health.
- 6.9. By signing this Agreement, the PATIENT confirms they have read and undertake to comply with the conditions of the medical rehabilitation services (including their right to information) and the Internal Regulations, which are available online and in print at the CENTRE's reception desks.
- By signing the Agreement, the PATIENT confirms they have been given the opportunity to read and fully understand how the CENTRE processes refunds on fully or partially paid, but unused medical rehabilitation, health promotion, and secondary healthcare services.
- 6.10. By signing this Agreement, the PATIENT confirms they have read, and undertake to comply with, the epidemiological safety measures and personal protective measures established by the CENTRE. The PATIENT is aware and understands that the CENTRE shall not be liable for any losses in such circumstances and insofar the losses have been caused by the measures implemented to prevent epidemiological risks, including any future restrictions.
- 6.11. The PATIENT is aware that any failure to comply with the epidemiological safety restrictions, or providing false information in any declaration, may result in appropriate administrative or criminal liability, and that the PATIENT shall be liable for any resulting losses caused to the CENTRE or third parties.
- 6.12. The PATIENT understands that the CENTRE shall not be liable for any losses caused to the PATIENT due to a third party's failure to comply with epidemiological safety measures or a third party providing false information regarding their compliance with such measures.
- 6.13. By signing this Agreement, the PATIENT agrees that if they fail to meet any payment obligations under this Agreement, the CENTRE is entitled to assign the outstanding debt or instruct third-party debt collection agencies at its sole discretion. In connection with such actions, the CENTRE may disclose details of this Agreement, the PATIENT's personal data and the existence, amount and basis of the debt to the assignee or collection agency, including transferring any relevant documentation.
- 6.14. By signing this Agreement, the CENTRE confirms that it will maintain the confidentiality of payment card details and the personal data of cardholders, ensuring that this information is not disclosed to third parties or to any employees of the CENTRE whose duties do include fulfilment of any obligations under the Agreement.

- 6.15. By entering into this Agreement, the CENTRE accepts responsibility for ensuring that the medical rehabilitation services provided to the PATIENT comply with the medical standards of the Republic of Latvia and generally accepted clinical practices.

7. Payments

- 7.1. The PATIENT shall settle all payments with the CENTRE for the services received as follows:
- 7.1.1. For state-funded healthcare services, the PATIENT shall pay statutory patient co-payments and contributions in the amounts stipulated in the statutory regulations prior to receiving the service.
- 7.1.2. For private medical rehabilitation and healthcare services, the PATIENT shall pay in accordance with the CENTRE's established price-list for paid services prior to receiving the service.
- 7.2. Where the PATIENT's insurer or another legal or natural person has undertaken to pay for the services in accordance with the CENTRE's partnership agreements or health insurance policy terms, the PATIENT is exempt from making an advance payment only if they present the relevant policy or submit a letter of guarantee or payment approval signed with a secure electronic signature upon entering into this Agreement. If the final invoice for the services received by the PATIENT exceeds the limit specified in the health insurance policy or the amount approved in the letter of guarantee, the PATIENT shall pay the difference. If the insurer or third-party payer refuses to cover the invoiced services under their partnership agreement or letter of guarantee, the PATIENT shall pay the full amount and must settle the final invoice within the deadlines set by the CENTRE by transferring the funds to the account specified on the invoice. If the PATIENT, their insurance service provider or the third-party payer fails to make the payment, the CENTRE reserves the right to recover the outstanding balance directly from the PATIENT or by contracting third persons.

8. Miscellaneous

- 8.1. This Agreement shall enter into force upon being signed by both Parties and shall remain valid until the Parties have fulfilled all their obligations under this Agreement.
- 8.2. The Parties are entitled to terminate this Agreement before the completion of the medical rehabilitation services:
- 8.2.1. by mutual agreement of the Parties;
- 8.2.2. unilaterally by the PATIENT, by giving written notice confirming their refusal of further treatment;
- 8.2.3. unilaterally by a reasoned decision of the CENTRE to refuse treatment if the PATIENT fails to comply with their obligations under this Agreement.
- 8.3. Upon termination of this Agreement, the parties shall settle their accounts in accordance with the CENTRE's policy for refunds for any paid but unused medical rehabilitation or health promotion services.
- 8.4. Any disputes shall be resolved through mutual negotiations. If the Parties fail to reach an agreement through negotiations, the dispute shall be referred to the Jūrmala Court House of the Rīga District Court as the court of first instance.

8.5. This Agreement shall enter into force upon signature and is drawn up on 4 (four) pages in two counterparts, with one counterpart for each Party. Both counterparts shall hold equal legal standing.

8.6. The PATIENT agrees that the CENTRE's medical staff may provide information regarding the PATIENT's health status to the following persons: ☐ Yes ☐ No

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

8.7. The PATIENT understands that they have the right to withdraw their consent at any time.

Authorised Representative of the
CENTRE

The PATIENT or their Legal
Representative

signature, full name

signature, full name