

**MEDICAL REHABILITATION SERVICES
AGREEMENT**
Jūrmala

_____ 20__

Limited liability company Sanare – KRC Jaunkēmeri, registration No. 42803001859, registered office Kolkas 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, hereinafter together 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 (**those provided under the Agreement are marked with X**) in exchange for payment in accordance with statutory regulations and policies of the *CENTRE*:

- ☐ fee-based inpatient medical rehabilitation services;
- ☐ health promotion programme;
- ☐ state co-financed rehabilitation in a day clinic;
- ☐ state co-financed outpatient rehabilitation;
- ☐ state co-financed paediatric physical therapy services.

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 technologies.

1.3. *PATIENTS* receiving medical rehabilitation services or health promotion services in a day clinic are provided with a place in a lounge with armchairs at *CENTRE* (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 a daily rate per bed set by the *CENTRE*.

1.4. *PATIENTS* receiving state co-financed outpatient rehabilitation services or paediatric physical therapy services are given access to a lounge (room 25).

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 technologies.

- 2.2. Admitting the *PATIENT* to the *CENTRE*, to familiarise them with the internal regulations, price-list for the services and the refund policy for 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.
- 2.3. To inform the *PATIENT* or the legal representative of 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 *PATIENT'S* 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*.
- 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.
- 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 (doctor), 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 medical rehabilitation services to the *PATIENT* if the patient has no rehabilitation potential and it is not possible to agree on a rehabilitation plan and goals. In such event, the unused rehabilitation services are refunded in accordance with the policies of the *CENTRE*.
- 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.
- 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 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.
- 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 about it in writing and confirming it with their signature.
- 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* in writing.

6. Representations

- 6.1. By signing the Agreement, the *PATIENT* gives their informed consent and confirms that they freely consent to receive the specific service 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 (doctor) will provide the information of the rehabilitation goals, side effects, consequences and the methods used.
- 6.2. The *PATIENT* confirms that medical rehabilitation is allowed for treating their identified health problems.
- 6.3. 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.
- 6.4. 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.
- 6.5. By signing the Agreement, the *PATIENT* confirms that they have been informed and understand that the *CENTRE* participates in clinical training.
- 6.6. 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. If the *CENTRE* has provided medical rehabilitation adequate for the *PATIENT'S* state of health, the *PATIENT* cannot make any claims against the *CENTRE*.
- 6.7. The *PATIENT* acknowledges that the medical rehabilitation process implies mutual responsibility and the *PATIENT* must follow all instructions of medical professionals related to their medical rehabilitation and care. In addition, for the duration of the Agreement, the *PATIENT* cannot do anything which may harm the *PATIENT'S* health, including consuming alcohol, smoking or using medication or substances not prescribed or approved by medical professionals. 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 be liable for any damage to the *PATIENT'S* health.
- 6.8. By signing the Agreement, the *PATIENT* confirms that they have familiarised themselves with the conditions of the medical rehabilitation services (including the right to information) and the Internal Regulations and undertake to comply.
- 6.9. 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 future ones.
- 6.10. 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* declaration, applicable administrative or criminal liability shall follow and the *PATIENT* shall be liable for any possible damages to the *CENTRE* or third parties.
- 6.11. 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.
- 6.12. 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 a third party 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.
- 6.13. 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.
- 6.14. 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 co-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'S* may not pay for the services to be paid for 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., (including not to make a prepayment) if when signing the Agreement, the *PATIENT* has presented the respective original insurance policy or submitted a letter of guarantee or an agreement on payment for the services. 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 paid for 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 is 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* does not fulfil their obligations undertaken within 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.

Authorised person of the CENTRE

PATIENT or PATIENT'S legal representative

signature, full name

signature, full name

I consent to the medical staff disclosing my medical information to the following persons:

(person's name, telephone) (patient's signature)

(*PATIENT'S* name, surname, signature)