**Agreemant \_\_\_\_\_\_\_\_\_\_\_**

**for the provision of paid medical services**

Zelenodolsk, \_\_\_.\_\_\_.20\_\_\_г.

The State Autonomous Healthcare Institution "Zelenodolsk Central District Hospital" (license to carry out medical activities) L041-01181-16/00363332 dated 30.07.2019, issued by the Ministry of Health, Kazan, Ostrovsky str. 11/6, tel.: 231-79-98, hereinafter referred to as the "Executor" in the person of the acting chief physician, hereinafter referred to as the "Executor", represented by E.F. Gatin, acting on the basis of the Charter, on the one hand, and the Consumer (name), hereinafter referred to as the "Consumer", the client, hereinafter referred to as the "Client" (s), on the other hand, jointly referred to as the "Parties", have concluded this agreement as follows:

1. **Subject of the contract**
	1. The Contractor undertakes to provide to the Consumer (Customer) on a reimbursable basis medical services that meet the requirements for methods of diagnosis, prevention and treatment permitted in the territory of the Russian Federation in accordance with the list of types of medical activities, authorized by the license of the Contractor, in accordance with the list of types of medical activities permitted by the Contractor’s license, in accordance with the price list of paid medical services (hereinafter - Price list), and the Consumer (Customer) undertakes to pay for medical services in a timely manner and amount, established by this Agreement.

1.2. Consumer (Customer) Confirms that, at the time of signing this agreement, the Contractor has notified it in an accessible form of the possibility of obtaining appropriate types and volumes of medical assistance without charging a fee within the framework of the program of State guarantees for free provision of medical care to citizen’s aid and territorial program state guarantees of free medical assistance to citizens.

By signing this Agreement, the Consumer (Customer) voluntarily agreed to provide it with the provisions of paragraph 2.1.1. Contracts for medical services on a fee basis.

1.3. At the conclusion of the contract, the Consumer (Customer) is provided with information on paid medical services, containing the following information:

a) Procedures and standards of medical care applied in the provision of paid medical services;

b) Information on the individual health-care worker providing the relevant paid medical service (vocational education and qualifications);

c) Information on the methods of medical care, the risks involved, the types of medical intervention that may be used, their consequences and the expected results of medical care; r) Operating hours of the Contractor and schedule of admission of specialists;

d) Other information relevant to the subject matter of the treaty.

1.4. The term of performance of the obligation of the Contractor under this contract shall be determined by the time necessary for the performance of preventive, diagnostic and curative measures stipulated by the normative documents regulating medical activity.

1.5. Prior to the conclusion of the contract, the Consumer (Customer) has been notified that the Contractor (medical officer providing paid medical services) has not followed the instructions (recommendations), including the prescribed treatment regime, may reduce the quality of the paid medical service, entail the impossibility of its completion on time or adversely affect the social health of the Consumer.

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(Consumer, Customer’s signature)

**2. Rights and obligations of Parties**

2.1. Contractor undertakes to:

2.1.1. To provide the following paid services to the Consumer (Customer): Study of intestinal microbiocenosis (dysbacteriosis) (Microbiological examination of feces for dysbacteriosis) (BL-1), (filled in according to the current Price List approved by the Zelenodolsk CRH, and in the case of inpatient treatment is reflected in the Treatment Plan and (or) examination, compiled individually for the patient by the consumer.

2.1.2. Issue an opinion indicating the results of the research and treatment.

2.1.3. To provide medical services qualitatively, using modern methods of diagnosis and treatment, in full in accordance with the present agreements.

2.1.4. Ensure the participation of highly qualified medical personnel to provide medical services under this contract.

2.1.5. To keep all necessary medical documentation in accordance with the procedure established by the current legislation of the Russian Federation.

2.1.6. Keep records of the types, volumes, cost of medical services rendered to the Consumer (Customer), as well as the money received from the Consumer (Customer). At the request of the Consumer (Customer), make an estimate for the provision of paid medical services, and it will be an integral part of this contract.

2.1.7. To immediately notify the Consumer (Customer) of the impossibility of providing the necessary medical assistance under this contract, or of the circumstances that have arisen that may lead to a reduction in the volume of medical services, which is formalized by the agreement, as an integral part of this treaty.

2.1.8. In case the provision of paid medical services requires provision on a reimbursable basis of additional medical services not stipulated by the contract, the Contractor is obliged to warn the Consumer (Customer) about this. Without the consent of the Consumer (Customer) the Contractor has no right to provide additional medical services on a reimbursable basis.

2.1.9. In the event that the provision of paid medical services requires the provision of additional emergency medical services to eliminate the threat to the life of the Consumer in the event of sudden acute diseases, conditions and aggravation of chronic diseases, such medical services are provided free of charge in accordance with the Federal Law "On the Basis of Health Protection of Citizens in the Russian Federation".

2.1.10. To provide the Consumer (Customer) with information in accordance with the established procedure, including information on the place of provision of medical services, the mode of work, the list of paid medical services with an indication of their cost, the conditions of provision and receipt of these services, as well as information on the qualifications and certification of professionals.

2.1.11. To provide the Consumer (Customer) with direct familiarization with the medical documentation reflecting the state of his health, and to issue copies of medical documents reflecting the health of the Consumer (Customer) upon written request of the Consumer (Customer) or his representative.

**2.2 The perpetrator shall have the right:**

2.2.1. If the Consumer (Customer) has found contraindications to the conduct of medical and diagnostic measures, refuse to carry them out.

2.2.2. Require the Consumer (Customer) to comply with:

 - the schedule of procedures;

Treatment of medicines;

- appointments, recommendations of specialists;

- treatment and protection regime; - the internal regulations of the institution; - safety and fire safety rules.

2.2.3. Refuse to fulfill this agreement if the Consumer (Customer) fails to comply with the internal regulations of the medical institution, recommendations and appointments of specialists and violation of the working regime of the institution.

2.2.4. Use the results, description of the course of treatment and other information as an example when published in specialized medical literature without specifying data of the Consumer (Customer) sufficient for his identification.

**2.3. The Consumer (Customer) undertakes:**

2.3.1. To pay for the medical services provided in accordance with the Price List in the amount and terms established in this contract.

2.3.2. Provide to the doctor, prior to the commencement of medical services, the results of preliminary examinations and specialist consultations conducted in other health institutions (if available), as well as all known information on the state of their health, in t. Ch. about allergic reactions to medicines, about diseases and other factors that may affect the course of treatment.

2.3.3. To get acquainted with the procedure and conditions for the provision of paid medical services under this contract.

2.3.4. To comply with all medical prescriptions, appointments, recommendations of specialists providing medical services, to comply with the internal regulations of the institution, treatment and security regime, safety and fire safety rules.

2.3.5. To coordinate with specialists providing paid medical services, the use of any therapeutic drugs, medicines, herbs, ointments, etc.

**2.4. The consumer (Customer) has the right to:**

2.4.1. To receive medical services in accordance with the mandatory requirements of the procedures for the provision of medical assistance, standards and other normative documents setting out the requirements for the quality of medical care.

2.4.2. In a form accessible to him, obtain information on his state of health, including the results of the examination, the presence of the disease, his diagnosis and prognosis, the methods of treatment, their risk, possible medical interventions, their effects and the results of the treatment.

2.4.3. To receive from the Contractor for review any data related to the course of treatment, data of intermediate examinations, results of tests, protocols of councils, etc.

**3. Cost of medical services and payment procedure.**

3.1. Cost of paid medical services rendered to the Consumer (Customer) in accordance with paragraph 3.1.1. This contract shall be determined in accordance with the Price List in force in the institution and shall comprise:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_rubles \_\_\_\_ kopecks (\_\_\_\_\_ rubles. \_\_\_\_сор.)**

Estimates may be made for the provision of medical services. Its provision at the request of the Consumer (Customer) or Contractor is mandatory, and it is an integral part of this contract.

The cost of medical services under this contract remains unchanged during the term of this contract.

In the case of a supplementary agreement or a separate agreement for the provision of additional medical services under paragraph

3.1.2. The price of this contract is determined according to the List of Paid Medical Services in force at the time of the conclusion of the additional agreement or a separate contract.

3.2. Payments between the Parties are made by:

cash through the Contractor's Cash Desk located at the address: Zelenodolsk, Gogol str., 1 before provision of paid medical services transfer of funds to the settlement account of the Contractor, specified in this Agreement, before provision of paid medical services

3.3. Payment for medical services is made by [Payer]

3.4. Upon termination of medical services on the initiative of the Consumer (Customer), the Consumer (Customer) undertakes to pay the Contractor the expenses actually incurred.

3.5. In case of impossibility of fulfillment by the Contractor of obligations under this contract, which arose due to fault of the Consumer (Customer), including in case of violation by him of medical prescriptions, established medical and security regime, etc. The cost of medical services is to be paid in full.

**4. Responsibility of the parties.**

4.1. In case of provision of medical service to the Consumer (Customer) of improper quality for reasons not falling within the scope of paragraph 3.5. The Contractor shall bear responsibility in accordance with the Law of the Russian Federation "On the Protection of Consumer Rights".

4.2. The Consumer (Customer) has the right to demand compensation from the Contractor for damage caused to the Consumer (Customer) by fault of the Contractor in accordance with the established procedure. In all other cases, which are not provided for in this agreement, the responsibility of the Parties shall be incurred in accordance with the current legislation of the Russian Federation.

4.3 If the Customer (Customer) fails to comply with its obligations under this Agreement, the Contractor is not responsible for the quality of the services provided.

**5. Confidentiality**

5.1. The Parties shall undertake reciprocal obligations to respect the confidentiality regime in respect of information received in the performance of this contract.

**6. Duration of the contract and conditions of termination.**

6.1. This contract shall be deemed to have been concluded from the date of signature by the Parties and shall remain in force until the Parties fulfil their obligations: Medical services shall have a duration of 10 days, pre- and post-natal care - from the date of application until delivery.

6.2. The Treaty may be terminated before the expiry of the deadline for the fulfilment by the Parties of their obligations:

6.2.1. By written agreement of the Parties, the Customer (Customer) shall pay the Contractor the expenses actually incurred;

6.2.2. unilaterally at the initiative of the Consumer (Customer) by submitting an application addressed to the head of the institution, while the Consumer (Customer) pays the Contractor the actual expenses incurred;

6.2.3. In case of refusal by the Consumer (Customer) after the conclusion of the contract from receiving medical services the contract is terminated, the Contractor informs the Consumer (Customer) about the termination of the contract at the initiative of the Consumer (Customer), wherein the Consumer (Customer) The Contractor shall pay the actual expenses incurred by the Contractor Costs related to the performance of contractual obligations

**7. Other conditions**

7.1. The Parties undertake to settle all disputes and disagreements arising under this Agreement by negotiation. A party that considers that its rights have been violated is entitled to send a letter to the other party setting out its claims. The party receiving the claim must respond within 10 days of receipt of the claim. If no response is received, the Party submitting the claim may apply to the court for protection of its rights.

7.2. This Agreement shall be drawn up in [Number of Treaties] copies having the same legal force, one copy for each Party.

7.3. The Parties shall recognize the equal legal force of a handwritten signature and a facsimile signature (reproduced mechanically using clichés) in this contract, on additional agreements to this contract, as well as on other documents, relevant to its execution, conclusion or termination.

**8. Addresses, particulars and signatures of Parties.**

"Performer" "Consumer" "Customer"

GAUZ "Zelenodolsk CRB"

Address: 422544, Zelenodolsk, Gogol str., 1 Date of Birth: Date of Birth:

tel. (84371)6-08-80, address (on passport): address (on passport):

fax (84371)6-08-88

tel. pl.

services (84371) 6-08-88, 6-08-98

INN 1648005177 / KPC 164801001 tel. tel.

 OGRN 1021606754597

 BIC 049205805

p/Account: 40601810700023000002

LАW 20704001-ZelCRB

Ship/Account 3010181000000000000805

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JSC "Ak Bars" Bank of Kazan (Name) (Name)

Acting Chief Physician

 of the State Medical Institution

"Zelenodolsk CRH"

 (Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E.F.Gatin

 (Signed)

**Informed consent on the scope and conditions of health services**

I, ..., within the framework of the agreement on the provision of paid services from date: I want to receive paid medical services in the State Autonomous Healthcare Institution "Zelenodolsk Central District Hospital" (further GAUZ "Zelenodolsk CRB")In doing so, I have been made to understand and understand the following:

1. Having received full information from the employees of the GAUZ "Zelenodolsk CRB", about the possibility and conditions of providing me with free services in the GAUZ "Zelenodolsk CRB" within the framework of the Program of State Guarantees of Free Medical Assistance to Citizens of the Russian Federation, I give my consent to the provision of paid medical services to me and am ready to pay for them.
2. It is explained to me that I can get both one of the paid medical services and several.
3. I agree (a) that the medical care technology used cannot completely rule out the possibility of side effects and complications due to biological features of the body, and when the service is provided in compliance with all the necessary requirements for methods of diagnosis, prevention and treatments allowed in the territory of the Russian Federation, the GAUZ "Zelenodolsk CRB" is not responsible for their occurrence.
4. I am aware and understand that to get the best results of treatment I have to (a) perform all appointments, recommendations and advice of doctors GAUZ "Zelenodolsk CRB".
5. 5. I voluntarily, without any coercion and in agreement with the doctor selected the following types of medical services, which I want to receive in the GAUZ "Zelenodolsk CRB" and agree (a) to pay for them:

**Intestinal microbiocenosis study (dysbacteriosis) (Stool microbiological study on dysbacteriosis) ( BL-1 ),**

1. I am familiar (a) with the current Price List and agree (a) to pay the cost of the said medical service in accordance with it.

7. The types of paid medical services chosen by me are agreed with the doctor and I give my consent to their payment to the cash office (in cash) GAUZ "Zelenodolsk CRB" in the amount of:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ rubles kopecks (\_\_\_\_\_\_ rubles. \_\_00 cop. )**

8. I am informed (a) that I can receive medical care in other medical institutions about my disease, and I confirm my consent to receive this medical service at the GAUZ "Zelenodolsk CRB".

9. The present informed consent has been read by me, and I fully understand the benefits of the medical services offered to me and give my consent to their use.

"Consumer (customer)" :

Address (on passport),

telephone :

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_V /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACQUIESCENCE**

**patient for processing of personal data**

I, the undersigned …., registered at: ….,

 residing at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Identity document:

by my will and in my interest I confirm my consent to the processing of GAUZ "Zelenodolsk CRB", located at: 422544, Zelenodolsk, Gogol str., 1, my personal data.

Purpose of processing personal data: in accordance with the requirements of Art. 23, 24 of the Constitution of the Russian Federation, Article 9 of the Federal Law of 27.07.06 152-FZ «On personal data», for medical and preventive purposes, for the establishment of medical diagnosis, provision of medical and medical-social services, registration of contractual relations with the patient provided that the processing of personal data is carried out by a person professionally engaged in medical activity and obliged to maintain medical confidentiality in accordance with the legislation of the Russian Federation.

The legislation of the Russian Federation in the field of personal data is based on the Constitution of the Russian Federation and international treaties of the Russian Federation and consists of the Federal Law of 27.07.2006 152-FZ «On personal data» and other determining cases and features of the processing of personal data of the Federal Laws.

List of personal data for which this consent has been given:

 - surname, first name, patronymic;

- passport data; Date and place of birth;

 - Sex;

- the address of the registration and the actual place of residence;

 - contact phone number; Marital and social status;

- information on education; Place of work (studies);

 - position (profession);

 - biometric data; Information on health status (e.g. health group, disability group and degree of restriction to work, status of dispensary records, registered diagnoses);

Information on medical services provided (incl. on laboratory analyses and studies carried out and their results, operational interventions, hospital treatment cases and their results); ---- Information on entitlement to benefits and preferential treatment; Information contained in the health insurance policy;

- information contained in the Public Pension Insurance Certificate (SNILS)

List of agreed personal data actions: processing of personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (dissemination, provision, access) the depersonalization, blocking, deletion, destruction of the personal data.

If the dissemination (including transmission) of information about personal data is carried out in cases not stipulated by the Federal legislation in which the subject is obliged to provide his personal data, the operator is obliged to request written consent of the patient in each individual case.

Ways of processing personal data: on paper; in personal data information systems using and without automation, and in a mixed way; with the participation and direct participation of a person.

Period during which consent is valid: until the purpose of processing personal data is achieved or until the time when it is no longer necessary to achieve it, unless otherwise provided by Federal law. This consent may be withdrawn by me by filing a written statement to the GAUZ "Zelenodolsk CRB"revocation of consent.

I confirm that I am familiar with the Regulation on the Protection of Personal Data of Patients of GAUZ "Zelenodolsk CRB", the rights and obligations in the field of the protection of personal data of the patient have been explained to me.

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| --- | --- |
| Date: | **V** |
|  | (Signed) |

  **Notification**

According to the Decree of the Government of the Russian Federation 1006 from 04.10.2012. " On the approval of the Rules for the provision of paid medical services by medical organizations", the GAUZ "Zelenodolsk CRB" notifies the customer (consumer) of paid services

Name….

that failure to comply with the instructions (recommendations) of the executive (medical officer providing the paid medical service), including the prescribed treatment regime, may reduce the quality of the paid medical service, It is not possible to complete it on time or to adversely affect the health of the consumer

|  |  |  |
| --- | --- | --- |
| Date: | **V** |  **Name** |
|  | (Signed) |  |  |

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