Appendix No. 2 to the order on GBUZ JSC "DGP4" No.C03-89 dated September 01, 2023

**D O G O V O R**

for the provision of paid medical services

in Astrakhan "\_\_\_\_"\_\_\_\_\_\_\_\_202\_\_ G.

The State budgetary Healthcare Institution of the Astrakhan region "Children's City Polyclinic No. 4" (GBUZ JSC "DGP No. 4"), hereinafter referred to as the "Executor", represented by the Deputy chief physician for the medical part (the person acting as deputy chief physician in his absence, another person authorized to sign this agreement) Elena A. Toropygina, acting on the basis of the Charter and license, on the one hand, and a citizen\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (last name, first name, patronymic, passport information, place of residence) hereinafter referred to as the Patient, on the other hand (hereinafter also referred to as the "Parties"), taking into account the provisions of Federal Law No. 323-FZ dated 11/21/2011 "On the Basics of Protecting the Health of Citizens in the Russian Federation", the Civil Code of the Russian Federation, the Law of the Russian Federation "On Consumer Protection", the Rules for the Provision of medical services organizations of paid medical services approved by the decree of the Government of the Russian Federation dated May 11, 2023 No. 736, as well as the Rules for the provision of paid services in the state budgetary healthcare institution of the Astrakhan region "Children's City Polyclinic No. 4", have concluded this agreement (hereinafter referred to as the Agreement) on the following:

**1. Subject of the Agreement**

1.1. Under the Agreement, the Contractor represents (renders) To the patient (with his consent) medical (medical) service(s), including: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (name of the medical service(s)) and the Patient receives and pays in accordance with the established procedure and the required amount for the above-mentioned service (services) according to the price list (tariff) approved by the Contractor, posted on the website:www.dgp4.rf and on information stands. 1.2. The term for the provision of paid medical services is: the date of the beginning of the provision of medical services "\_\_\_\_\_\_\_\_"\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_ G. end date of medical services "\_\_\_\_\_\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_ G. 1.3.

The Parties' fulfillment of obligations under the Agreement is executed in accordance with the procedure established by the legislation of the Russian Federation.

**2. Price and form of calculation**

2.1. The price of the service(s) is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in numbers and in words)

2.2. Payment for paid medical services provided to the Patient under the contract is made by bank transfer or by depositing cash through a credit institution (bank) or directly through the Contractor's cash desk. Payment for medical services is made in full by prepayment in the amount of 100% of the cost of services according to the price list, on the day of provision of services.

2.3. When paying through the cashier, the Contractor, in accordance with the legislation of the Russian Federation, issues to the Patient a document (a cash receipt or other form of strict reporting) confirming the payment made for the medical services provided to him.

**3. Obligations and rights of the Parties**

**3.1. The Contractor undertakes**:

- to organize and carry out medical activities in accordance with the legislation of the Russian Federation, including the provisions on the organization of medical care and procedures for the provision of medical care, the organization of medical rehabilitation and sanatorium treatment, medical examinations, medical examinations, medical examinations and medical examinations, based on clinical recommendations, as well as taking into account the standards of medical care;

- notify the Patient that this medical service (hereinafter referred to as the service) is not provided for by the federal (basic) and (or) territorial (Astrakhan region) program of state guarantees for the provision of free medical care to citizens of the Russian Federation (hereinafter referred to as the program of state guarantees) and can be provided for a fee or free of charge if it is provided by state guarantee programs;

- to provide a qualified and high-quality medical service to the Patient within the time period established by the contract;

- provide the Patient with free, accessible and reliable information about the medical care provided; - immediately inform the Patient about the detected inability to obtain the expected results or the inexpediency of continuing the provision of services;

- to observe medical secrecy, as well as the rules and principles of medical ethics and deontology, not to allow disrespectful (rude) attitude towards the Patient on their part; - to obtain written voluntary informed consent from the Patient for medical intervention on the subject of the Contract; - if necessary, after the execution of the contract, issue to the Patient a medical document(s):

• about the state of his health after receiving paid medical services, including information about the results of the examination, diagnosis, treatment methods, associated risks, possible options and consequences of medical intervention, expected treatment results; •information about medicines and medical devices used in the provision of paid medical services, including their expiration dates, indications (contraindications) for use.

**3.2. The Contractor has the right to**:

- in case of emergency situations in the process of providing paid medical services provided for by the Contract and acting in conditions of extreme necessity, independently determine the amount of research, manipulation, surgical interventions necessary to establish a diagnosis, examination and medical care, including those not provided for by the contract;

- to receive from the Patient the information necessary for the quality provision of medical services (allergic reactions, contraindications, reactions to medications, past illnesses and the results of previous examination and treatment);

- to refuse to fulfill obligations under the contract if it is objectively impossible to provide the required medical service, including the occurrence of medical contraindications for the provision of medical care and (or) the inability to ensure its safety, as well as if the Patient does not comply with the medical regime (prescriptions, recommendations) and rules for receiving medical services provided under the Contract (except in cases of emergency medical care).

**3.3. The patient undertakes to**:

- to give written voluntary informed consent for medical intervention on the subject of the Contract; - comply with the medical regime, prescriptions, recommendations (including preventive and curative measures) and the rules for obtaining medical services provided for in the Contract;

- inform the Contractor of the information (and, if necessary, provide documents) necessary for the quality provision of medical services (allergic reactions, contraindications, reactions to medications, past illnesses and the results of previous examination and treatment).

- immediately notify the Contractor of any complications or abnormalities that have occurred during treatment; - to pay for the Contractor's medical services in accordance with the procedure, terms and conditions established by this Agreement;

- take care of maintaining your health.

**3.4. The patient has the right to:**

- for the Contractor to provide him with complete timely information about the medical service he receives;

- require the provision of medical services of appropriate quality, information about the availability of a license, certification of specialists of the Contractor representing the services and their cost;

- to receive information about their rights and obligations, the state of their health;

- in case of non-compliance by the Contractor with the obligations on the deadlines for the performance of medical services: set a new deadline for the provision of medical services; require the performance of medical services by another specialist;

- unilaterally refuse to receive medical services at any stage of its provision by sending a written notice of termination of the contract to the Contractor and receive a refund of the money paid for the provision of medical services, minus the actual costs incurred by the Contractor when providing medical services (in case the prepayment of the service by the Patient exceeds the actual costs incurred related to the fulfillment of obligations under to the contract by the Contractor) within three working days from the date of receipt of the notification of termination of the contract from the Patieilaterally refuse to receive medical services at any stage of its provision by sending a written notice of termination of the contract to the Contractor and receive a refund of the money paid for the provision of medical services, minus the actual costs incurred by the Contractor when providing medical services (in case the prepayment of the service by the Patient exceeds the actual costs incurred related to the fulfillment of obligations under to the contract by the Contractor) within three working days from the date of receipt of the notification of termination of the contract from the Patient.

**4. Liability of the Parties**

4.1. For non-fulfillment or improper fulfillment of obligations assumed under the Agreement, for violation of the deadlines established by this Agreement for the performance and payment of medical services, the Parties bear (taking into account its subject matter) responsibility in accordance with the procedure provided for by the legislation of the Russian Federation.

The Contractor is responsible to the Patient for non-compliance with the requirements for diagnostic, preventive and treatment methods permitted in the territory of the Russian Federation.

4.2. The Contractor is responsible to the Patient for non-compliance with the requirements for diagnostic, preventive and treatment methods permitted in the territory of the Russian Federation. 4.3. Damage caused to the life or health of the Patient as a result of the provision of low-quality paid medical services is subject to compensation by the Contractor in accordance with the legislation of the Russian Federation.

4.4. The Contractor is released from liability for non-performance or improper performance of a paid medical service if he proves that the non-performance or improper performance occurred due to force majeure, circumstances beyond his control.

4.5. If the Contractor is unable to provide the services provided for in the contract due to force majeure (extraordinary and unavoidable circumstances under these conditions), the period of provision of medical and other services is postponed for the period of validity of such circumstances.

4.6. Non-compliance with the recommendations of the Contractor (a medical professional providing a paid medical service), including the prescribed treatment regimen, may reduce the quality of the paid medical service provided, entail the inability to complete it on time or adversely affect the Patient's health.

**5. Dispute resolution procedure**

5.1. The Patient and the Contractor will take all measures to resolve their disputes and/or disagreements that may arise from or in connection with the Contract through bilateral negotiations. If it is impossible to resolve disputes and/or disagreements through bilateral negotiations, the Parties resolve disputes and/or disagreements in a claim-based manner.

5.2. If the Parties cannot come to an agreement (resolve disputes and/or disagreements) in a claim-based manner, all disputes and/or disagreements arising from or in connection with the Agreement shall be resolved in court in accordance with the procedure established by the legislation of the Russian Federation.

**6. Term of validity, terms of termination (termination) and amendment of the Agreement**

6.1. The Agreement comes into force from the moment of its signing and (or) the date of conclusion by the Parties and is valid until the Parties fulfill the terms of the Agreement in full.

6.2. The Agreement may be terminated prematurely by agreement of the Parties, or at the request of one of the Parties in accordance with the procedure and on the grounds provided for by the current legislation of the Russian Federation.

6.3. All amendments and additions to the Agreement, as well as its termination, are considered valid, provided that they are made in writing and signed by both Parties.

6.4. The Contract is terminated if the Patient refuses to receive medical services after the conclusion of the contract. In this case, the Patient pays the Contractor for the expenses actually incurred by him related to the fulfillment of obligations under the Contract.

**7. Other terms and Conditions**

7.1. In all other matters that are not provided for in the Agreement, the Parties are guided by the current legislation of the Russian Federation.

7.2. If the provision of paid medical services requires the provision of additional medical services on a reimbursable basis for medical reasons not provided for in the Contract, the Contractor undertakes to notify the Patient about this, without the consent of the Patient, the Contractor is not entitled to provide additional medical services on a reimbursable basis. The list and terms of additional medical services are agreed upon by the parties in an additional agreement to this Agreement.

7.3. The Agreement is drawn up in two original copies, each having equal legal force, one copy each for the Contractor and the Patient.

7.4. **The patient is familiar with the right to receive free medical care in the framework of the state guarantees program (including the provision of medical services under the Contract)**. The patient \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( signature) (surname, initials)

**8. Addresses, payment details and signatures of the Parties Executor**:

The State budgetary healthcare institution of the Astrakhan region "Children's city polyclinic No. 4". Location address: 66 Nikolay Ostrovsky str., building, 414045, Astrakhan.2 TIN 3017002523, CHECKPOINT 302501001,OGRN 1023000850762, Tel/fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Website:www.dgp4.rf , E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Details of l/accounts in the Ministry of Finance of JSC: l/account 20854H92846, r/account 03224643120000002500 in the GRCC of the CENTRAL BANK OF RUSSIA for JSC. BIC 011203901, OKPO 31701529

**The contractor provides paid medical services in accordance with the license for the right to carry out medical activities: License status: valid. Reg.No.L041-01153-30/00307760 (LO30-01 001537) dated 08/18/2016, issued by the Ministry of Health of JSC, contact tel.:54-00-14. Place of business: at the address: 414045, Astrakhan, Nikolay Ostrovsky str., 66, building 2, room 081. The list of provided works (services) that make up medical activities under the contract: When providing primary pre-medical medical care in outpatient settings, the following works (services) are performed: vaccination (preventive vaccinations); laboratory diagnostics; physical therapy; medical microbiology; medical massage; nursing; nursing in pediatrics; physiotherapy; functional diagnostics. When providing primary medical care on an outpatient basis for: vaccination (preventive vaccinations); health organization and public health; epidemiology; pediatrics. When providing primary medical care in a day hospital in: pediatrics. When providing primary specialized outpatient medical care in: obstetrics and gynecology (except for the use of assisted reproductive technologies and artificial termination of pregnancy); allergology and immunology; pediatric cardiology; pediatric urology-andrology; pediatric surgery; pediatric endocrinology; infectious diseases; clinical laboratory diagnostics; clinical pharmacology; physical therapy; medical rehabilitation; medical statistics; neurology; organization of public health and public health; epidemiology; otorhinolaryngology (except for cochlear implantation); ophthalmology; emergency medical care; traumatology and orthopedics; ultrasound diagnostics; physiotherapy; functional diagnostics. During medical examinations, the following works (services) are organized and performed: medical examinations (preliminary, periodic); preventive medical examinations. When conducting medical examinations on: examination of the quality of medical care; examination of temporary disability. The normative legal acts specified in the preamble of the agreement are posted on the information stands of the Contractor, which are located in the halls.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Position) (signature)  (FULL name of the person signing the contract) : \_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) data: \_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **Patient(full name):** |
| **Address of the place of residence:** |
| **Identification document:** |
| **Contact phone number:** |
| **Other addresses:** |

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(signature) (Last name and initials)

I give my voluntary consent to the processing of personal:

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(signature)  (Last name and initials)