

“ST PETERSBURG STATE
UNIVERSITY”
(SPbU)

ORDER

01 March 2018

No 134-25/1

On approving the Regulation on
the procedure for filling research and
teaching staff positions at SPbU

On the approval of document forms

In accordance with Federal Law of November 21, 2011 No 323-FZ “On the fundamentals of protection of public health in the Russian Federation”, Law of the Russian Federation of February 7, 1992 No 2300-1 “On the protection of consumers’ rights”, RF Government Decree of October 4, 2012 No 1006 “On approval of regulations for providing paid medical services by healthcare organisations” in order to ensure the rights of citizens to receive medical services provided at their request when delivering healthcare services,

I DO HEREBY ORDER:

1. Approve from the date of issuance of this order:
 - 1.1. the form of the Contract for providing paid medical services (Annex No 1)
 - 1.2. the form of the List of services rendered and their cost (Annex No 2)
 - 1.3. the form of the Certificate of services rendered (Annex No 3)
2. Cashiers, reception staff, persons responsible for the execution of contracts for delivering paid medical services:
 - 2.1. are to control that patients sign the copy of a contract that belongs to the SPbU Pirogov Clinic of High Medical Technologies (polyclinic, in-patient hospital), the list of services rendered, the certificate of services rendered, the informed voluntary consent, the consent to the processing of personal data while executing contracts for delivering paid services.
 - 2.2. are to form a register of signed contracts (Appendix No 4) for providing paid medical services and shall submit the contracts to the accounting department in accordance with the register by the 5th day of the month following the reporting month.
3. Accountant General V.A. Tretiakov is to organise the work of the Accounting Department on accepting contracts in accordance with the submitted registers of contracts for providing paid medical services from the staff responsible for their execution and storage.

4. For clarification relating to the essence of this Order, requests shall be made to Senior Vice-Rector for Medical Care Y.N. Fedotov through the Virtual Reception service on the SPbU website.
5. Proposals for amendments of and/or additions to this Order shall be sent to org@spbu.ru.
6. I shall personally supervise the implementation of this Order.

Director of the SPbU Pirogov Clinic
of High Medical Technologies (polyclinic, in-patient hospital)

Y.N. Fedotov

to Order of _____ No _____

Contract No _____

for providing paid medical services

St Petersburg

_____20__.

Federal state budgetary educational institution of higher education "St Petersburg State University" (SPbU) acting under license of January 9, 2013 No FS-78-01-003042 issued by the Federal Service for Surveillance in Healthcare (the Regional Office of the Federal Service for Surveillance in Healthcare in St Petersburg and the Leningrad Oblast), telephone number: (812) 314-67-89 (<http://www.gosmed.ru/informaciya-o-centre>) (OGRN 1037800006089 of March 20, 2003 MIFNS No 15 in St Petersburg), hereinafter referred to as the "Contractor" represented by the director of the Pirogov Clinic of High Medical Technologies (polyclinic, in-patient hospital) Fedotov Yuri Nikolaevich, acting on the basis of the power of attorney No 78 AB 2779785 of January 15, 2018, as the party of the first part, and the person _____, hereinafter referred to as the "Patient", as the party of the second part, further referred to as "Parties" when mentioned jointly, following Federal Law of November 21, 2011 No 323-FZ "On the fundamentals of protection of public health in the Russian Federation" (hereinafter referred to as Federal Law No 323-FZ), Regulations for providing paid medical services by healthcare organisations approved by RF Government Decree of October 4, 2012 No 1006 have entered into this contract as follows.

1. Subject of the Contract

1.1. The Contractor subject to the provisions set forth herein shall provide the Patient according to the medical indications with paid medical services specified in Annex No 1 to the Contract, in accordance with the requirements for diagnostics, prevention and treatment methods permitted in the territory of the Russian Federation, and the Patient shall accept and pay for the services rendered.

1.2. The services are considered rendered after signing the certificate of services rendered (hereinafter referred as the Certificate). In case the Certificate is not signed by the Patient within 10 days from the date of the Contractor's provision of services and there is no a written refusal by the Patient to sign the Certificate, the Certificate shall be interpreted to be signed and the Patient does not have any claims regarding the scope, quality or timeline for delivery of services.

1.3. The Patient, having received information in an accessible form from the Contractor on the state of his/her health, the presence of the disease, the diagnosis, the methods of treatment, the risks associated with them, the possible options for medical intervention, their consequences, and the results of the treatment, gives voluntary consent to the processing of personal data, to medical intervention in writing. The signing of this contract by the Patient indicates his/her voluntary consent to medical intervention and the delivery of medical services.

1.4. Entering into this Contract, the Patient is informed:

- that if the Patient is insured in the Compulsory Health Insurance system, he/she is entitled to similar free medical care (services) according to Part I of Art. 41 of the Constitution of the Russian Federation and can exercise this right through the Programme of state guarantees to provide citizens of the Russian Federation with free medical assistance;

- that in determining the size of the tax base the Patient has the right to obtain social tax deduction in the amount paid in the tax period for treatment services delivered to him/her by a medical institution of the Russian Federation.

1.5. Entering into this contract, the Patient agrees that all the necessary information about the rendered paid medical services has been conveyed to the Patient in full.

1.6. The Contractor renders the services in the structural subdivisions at the following addresses: 190103, St Petersburg, the Fontanka River Embankment, 154, lit. A, B, G; 190103, St Petersburg, Tsiolkovsky Street, 3, lit. A; 199004, St Petersburg, Vasilievsky Island, Kadetskaya Line, 13 – 15, lit. A; 199034; St Petersburg, Vasilievsky Island, 7th Line, 16 - 18, lit. A; 198504, St Petersburg, Petrodvorets, Universitetsky Prospect, 35, lit. B., Rm. 1 N.

2. Rights and obligations of the Parties

2.1. The Contractor shall:

2.1.1. Render the Patient medical services in the manner and times in accordance with the procedures for the delivery of medical care and standards of medical care.

2.1.2. Observe patient confidentiality, including confidentiality of personal data used in medical information systems.

2.1.3. Use methods, equipment, medicines and supplies approved for use in the Russian Federation that have appropriate certificates and expiration dates, as well as comply with the procedures and standards for the delivery of medical care approved by the Ministry of Health of the Russian Federation.

2.1.4. Provide the Patient with reliable information about the medical care rendered, the effectiveness of treatment methods, used medicines and medical products. Inform the Patient that non-compliance with the instructions (recommendations) of the Contractor (medical staff providing paid medical services), including the prescribed treatment regimen, may reduce the quality of the paid medical services rendered, lead to the impossibility of completing it on time or negatively affect the Patient's health condition.

2.1.5. Immediately notify the Patient of the presence of contraindications to the delivery of medical services.

2.2. The Contractor has the right:

2.2.1. To receive from the Patient any information necessary to fulfill their obligations under this contract. In the event that the information is not provided by the Patient or is incomplete or incorrect, the Contractor has the right to suspend the performance of their obligations under this contract until the necessary information is provided.

2.2.2. To require the Patient to observe the rules of the internal regulations of the healthcare organisation.

2.2.3. To see next patients if the Patient is late at the appointed time to see a doctor for more than 10 minutes. In such a case the Patient will be seen on that day only if the Contractor has such an opportunity and at the time that the specialist of the Contractor can allocate for this.

2.2.4. To fix the treatment duration, the range of medical services, the necessity to transfer the Patient to another unit in accordance with the Patient's health condition;

2.2.5. To independently fix the range of research, manipulation, surgical interventions necessary for diagnosis, examination and medical care in case of emergency conditions threatening the life of the Patient. Such services are rendered to the Patient without charge.

2.2.6. To terminate the contract if the Patient violates the internal regulations of the healthcare organisation.

2.3. The Patient shall:

2.3.1. Pay to the Contractor for the services rendered in the manner and in the amount stipulated herein.

2.3.2. Inform the Contractor before rendering medical services about previous diseases, allergic reactions, contraindications, exactly follow medical prescriptions. Violation of this duty by the Patient is solely his/her risk.

2.3.3. Follow all the recommendations of medical staff and third parties rendering him/her medical services under the contract for treatment as well as follow the instructions of the Contractor prescribed for the period after the delivery of services.

2.3.4. Review the rules of patients' conduct in the healthcare organisation, the internal regulations and the working hours of the Contractor and observe them.

2.4. The Patient has the right:

2.4.1. To choose a doctor and a healthcare organisation.

2.4.2. For preventive care, diagnostic medical services, treatment, medical rehabilitation in conditions corresponding to sanitary and hygienic requirements.

2.4.3. To get professional medical advice.

2.4.4. To obtain information on their health condition

2.4.5. To get therapeutic nutrition in case that the Patient is under treatment in an in-patient hospital. stationary conditions.

2.4.7. To have private health information protected.

2.4.8. To refuse medical intervention.

2.4.9. To obtain information about qualifications and certification of specialists.

2.4.10. To refuse medical assistance at any time and to pay for the services actually rendered.

2.4.11. To have compensation for harm caused to his/her health when obtaining medical assistance in accordance with the legislation of the Russian Federation.

3. Cost of paid medical services, terms and procedure for their payment

3.1. The present Contract provides for the delivery of medical services to the Patient at the price specified in Annex No 1 to the contract. The price for services is established according to the Contractor's price list at the moment of receiving the service.

3.2. Payment for medical services under this Contract is made by the Patient:

- in full amount as prepayment on the day of the delivery of services by paying to the cashier or to the account of the Contractor;

- on admission to hospital* the Patient is to pay for medical services within 3 (three) business days from the date of the contract signing, but not later than the day of admission to hospital according to the preliminary diagnosis/treatment plan. In case that the services rendered under this contract for an amount exceeding the amount of the advance payment, the Patient is obliged to pay the intermediate accounts by paying to the cashier or to the account of the Contractor within 5 (five) business days from the receipt of the invoice. The final settlement and payment in full are made at the time of the patient's discharge according to the list of services actually rendered, materials and medicines used, taking into account the amount of the advance payment, by paying to the cashier or to the account of the Contractor.

* Note: For day hospital patients, the day of admission and the day of discharge are considered for 2 days of treatment;

For day-and-night hospital patients, the day of admission and the day of discharge are considered for one day in hospital.

3.3. If during healthcare delivery the examination and treatment results require additional services for the Patient not covered by the Contract for a fee, the Contractor is to notify the Patient and provide such services only with the consent of the Patient. Such services are delivered to the Patient either on the basis of a separately concluded Contract, or a Contract Addendum to the present Contract.

3.4. After paying the Patient receives a till slip, a receipt or another accountable form that confirms the payment for medical or other services rendered to him/her.

3.5. At the request of the Patient who paid for the services the Contractor is obliged to issue him/her with a certificate of payment of medical services in the set form to be submitted to the tax authorities of the Russian Federation.

4. Duration

4.1. The present Contract shall come into force when signed and shall remain in force until all obligations under this Contract have been fully completed by the Parties.

5. Procedure for Contract change and termination

5.1. The Patient may repudiate the present contract at any time by paying the Contractor for the services rendered prior to receiving the cancellation note of this contract and refunding the Contractor the costs incurred by them up to this moment to ensure the implementation of the present contract.

5.2. All changes and additions to this Contract that require mutual agreement of the Parties will be valid only if they are made in written form and signed by the Parties.

6. Liability of the Parties

6.1. The Contractor is responsible for violation of the Patient's rights in the field of health protection, causing harm to the life and (or) health of the Patient when delivering healthcare as well as for non-fulfillment or improper fulfillment of the terms of the present contract, non-compliance with the requirements for diagnostic medical service, preventive care and treatment, permitted in the territory of the Russian Federation.

6.2. The Patient may sue for damages caused by non-fulfillment or improper fulfillment of the terms of the contract, for damages in the event of harm to his/her life and (or) health.

6.3. If any defects of the paid medical service rendered to the Patient or any other deviations from the terms of this contract are discovered, the Patient has the right at his/her choice to demand from the Contractor: voluntary corrective actions to the services rendered within a reasonable time period appointed by the Contractor; pro rata reduction of the price for the services rendered; voluntary redelivery of services; compensation of expenses incurred by the Patient to eliminate deficiencies in the services rendered by the Patient's own means or through third parties; terminate this contract and claim damages.

The claims set out by this paragraph may be made if this does not contradict the specifics of the subject matter of the present contract, and the presence of deficiencies is confirmed by the results of independent medical examination or by a court decision.

6.4. The Contractor shall be released from liability for non-fulfillment or improper fulfillment of paid medical services if they prove that non-fulfillment or improper fulfillment has occurred due to force majeure, and also because the Patient has violated his/her duties.

6.5. In case of violation of the service delivery time stipulated in the present Contract, the Patient shall be paid a penalty in the manner and in the amount determined by the Law of the Russian Federation No 2300-1 of February 07, 1992 " On the protection of consumers' rights". The Parties have agreed that the penalty can be paid through the reduction of the cost for the medical services rendered and (or) through providing the patient with additional services for free.

7. Miscellaneous

7.1. The present contract is made in two copies, one for each of the Parties.

7.2. The present Contract comes into force from the moment of signing by the Parties and paying by the Patient for medical services and is valid until its termination in accordance with the procedure and the terms stipulated by the legislation of the Russian Federation.

7.3. If there is any disagreement between the parties on the quality of the services rendered, the Patient may, in a pre-judicial procedure, apply to the Contractor with a written application substantiating the asserted claims. The Contractor shall review the written application of the Patient and provide a written justified response within 15 calendar days from the receipt of the said application.

7.4. If it is impossible to settle the dispute through negotiation, the dispute is subject to settlement in accordance with the Russian Federation law in court.

7.5. The amount of consumables and medicines purchased by the Patient him/herself, is not included on account of the medical services rendered.

7.6. All the rest that is not regulated by the present Contract is subject to the law of the Russian Federation.

7.7. At the request of the Patient, the results of diagnostic and laboratory tests (excluding HIV, viral hepatitis, STDs, tumor markers) can be sent by the Contractor to the Patient's e-mail only once / permanently / not sent (Underline as preferred).

To constantly receive the results of diagnostic and laboratory tests (excluding HIV, viral hepatitis, STDs, tumor markers) by e-mail the Patient signs his/her consent under this contract indicating his/her e-mail address.

To receive the results of diagnostic and laboratory tests (excluding HIV, viral hepatitis, STDs, tumor markers) by e-mail only once, the Patient expresses the consent by signing informed consent.

7.8. The Parties agreed that entering into the present Contract they may use facsimile signature through mechanical or other copying, electronic digital signature or another analogue of the handwritten signature and recognise the equal legal force of the signature of the handwritten and facsimile one.

7.9. If when providing paid medical services there will be the necessity to deliver other healthcare services in case of emergency in order to eliminate the threat to the life of the consumer in case of sudden acute illnesses, conditions, acute exacerbation of a chronic disease, such medical services are rendered for free in accordance with the Federal Law of November 21, 2011 No 323-FZ "On the fundamentals of protection of public health in the Russian Federation".

8. Annexes to the Contract

8.1. The list of the services rendered and their cost (Annex No 1 to the Contract).

8.2. The Certificate of services rendered (Annex No 2).

9. Addresses and details of the Parties

The Contractor	The Patient
<p>Federal State Budgetary Educational Institution of Higher Education “St Petersburg State University” (SPbU)</p> <p>Short name: SPbU</p> <p>Address: 199034, St Petersburg, Universitetskaya Emb., 7/9.</p> <p>Postal address: 190103, St Petersburg, the the Fontanka River Embankment, 154</p> <p>tel.: (812) 676-25-25, fax: (812) 676-25-06 INN 7801002274 KPP 780101001 GRN 1037800006089 OKATO 40263561000 OKVED 80.30.1:85.1 OKTMO 40307000000 OKPO 02068516 OKOGU 1300001 OKOPF 75103 S.A. 40501810300002000001, c/a. 20726Y03820 Bank: North-West Main Branch of the Central Bank of the Russian Federation BIK 044106001</p>	<p>Full name:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Passport:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>From the Contractor: Director of the SPbU Pirogov Clinic of High Medical Technologies (polyclinic, in-patient hospital)</p> <p align="right">Y.N. Fedotov</p>	<p>The Patient</p> <p>_____</p> <p>_____</p>
<p align="right">20____</p>	<p align="right">20____</p>

List of services rendered and their cost

No	Name of service	Quantity	Price	Extended price
1				
2				
3				
Total:				

Certificate of services rendered

Federal state budgetary educational institution of higher education "St Petersburg State University" (SPbU), hereinafter referred to as the "Contractor" represented by the director Fedotov Yuri Nikolaevich, acting on the basis of the power of attorney No 78 AB 2779785 of January 15, 2018, as the party of the first part, and the person _____, hereinafter referred to as the "Patient", as the party of the second part, have drawn up this certificate on the fact that the Contractor have delivered the following services under the contract No _____ of _____:

No	Name of service	Quantity	Price	Extended price
1				
2				
3				
Total:				

The services mentioned above are provided in the full volume and on time. The Patient does not have claims on volume, quality and term of the services.

From the Contractor:
Director of the Pirogov Clinic
of High Medical Technologies (polyclinic, in-patient hospital)
Y.N. Fedotov

Patient:

_____ 20___ Seal here

_____ 20___