

General Terms (hereinafter the "**Terms**")
of Healthcare Provision within ProCare Healthcare Facilities Network

version **PC052018**

I.
Introductory provisions

1. ProCare Network (hereinafter „**Network**“) consists of healthcare providers, controlled by company ProCare, a.s., Einsteinova 23-25, 851 01 Bratislava, company ID: 35 890 568, incorporated in the Company Register kept at the District Court Bratislava I, section Sa, file No. 3363/B (hereinafter „**ProCare**“). Current list of healthcare providers included in the Network is available on Internet website www.procare.sk. Extent of the Network is up to internal decision of company ProCare. Healthcare and related services are provided to the Clients within the Network pursuant to Act No. 576/2004 Coll. on Healthcare and related services provision as amended (hereinafter „**Act No. 576/2004 Coll.**“).
2. If the term „**Provider**“ is used herein, it shall refer to ProCare or any of the above stated legal entities as a healthcare provider, based on the permit issued by competent authority pursuant to Act No. 578/2004 Coll. on Healthcare Provision, Medical Staff, Professional Organizations in Healthcare Sector as amended (hereinafter „**Act No. 578/2004 Coll.**“).
3. Healthcare and related services are provided to Clients within the Network.
4. Based on a special Client’s request, further over-standard services can be provided to him/ her in relation to healthcare and related services provision within the extent and upon the terms regulated in a special contract concluded between the Client and a subject that shall provide such services to him/her. Such over-standard services don’t refer to healthcare related services pursuant to clause 5, item i), point 6 hereof.
5. For purposes of the Terms, below stated terms shall have the following meaning:
 - a) **Healthcare** is a system of activities performed by medical staff, including provision of pharmaceuticals, medical aids and dietary food, aimed at prolonging life of physical individual (hereinafter the Individual”), increasing his/her life quality and healthy development of future generations; healthcare includes prevention, dispensation, diagnostics and therapy, bio-medicine research, nurse care and obstetric assistance. Healthcare is provided by the Provider within material extent based on applicable healthcare provision license issued to the Provider by a competent public force and administration office.
 - b) **Medical output** is a complex activity of medical staff representing a fundamental unit of healthcare provision.
 - c) **Treating medical staff member** – medical specialist determined by the Provider to provide healthcare to an Individual; if a physician or dentist is such a specialist, he/she shall refer to a physician; in case of nurse or obstetrician, he/she shall refer to a nurse or obstetrician,
 - d) **Healthcare documentation** – the set of data about health condition of the Individual, on his/her healthcare and related services provided,
 - e) **Therapy** – is a conscientious influencing of the Individual’s health condition aimed at restoring his/her health, avoiding further worsening of health condition or mitigating the disease expressions and consequences,
 - f) **Client** – every physical individual that the Provider provides healthcare to,
 - g) **Services related to healthcare provision** – services specified in the provisions of Act No. 576/2004 Coll. on Healthcare and related services provision as amended (hereinafter „**Act No. 576/2004 Coll.**“),

- h) **Legal relation of healthcare** refers to legal relation established between the Client and the Provider on basis of provisions of § 12, Act No. 576/2004 Coll.
 - i) **Agreement** is an agreement of healthcare provision concluded between the Client and the Provider. The Agreement subject refers to commitment of the Provider to provide healthcare and related services to the Client within the agreed extent and upon the agreed terms. The agreement shall be concluded in writing. It shall be considered concluded regardless the form also if healthcare has been provided to the Client without written agreement for whatever purpose.
6. These Terms are aimed at specifying some details of legal relation established by the Agreement concluded between the Provider and the Client. The Terms shall regulate the healthcare legal relation as a framework. Legal relation of healthcare as a whole is regulated by Act No. 576/2004 Coll. and supported by the subject of legal regulation in related legislation, e.g. Act No. 577/2004 Coll. on Healthcare Extent Paid from Public Health Insurance and Payment for Healthcare Related Services as amended (hereinafter **Act No. 577/2004 Coll.**), Act No. 580/2004 Coll. on Health Insurance as amended by Act No. 95/2002 Coll. on Insurance as amended by Act No. 718/2004 Col. as amended (hereinafter **Act No. 580/2004 Coll.**) and Act No. 581/2004 Coll. on Health Insurance Companies and Healthcare Supervision as amended (hereinafter **Act No. 581/2004 Coll.**). Provisions of these Terms related to healthcare provision are contained herein especially for illustration explanation of the Client's position and explanation of his/her rights and obligations related to healthcare provision pursuant to the above cited legal regulations, or because of permitted adjustment of relation between the Client and the Provider in excess of legal regulation contained in the above cited legal regulations.

II.

Healthcare and related services provision

1. Healthcare is provided by treating medical staff (physicians/ nurses/ obstetricians).
2. Healthcare shall be provided in a proper manner. Healthcare provision is considered proper if all medical interventions were made in order to ensure correct anamnesis and early/ effective therapy aimed at healing the Client or improving his/ her health condition, taking in account the latest medicine knowledge.
3. Treating medical staff is obliged to inform on the purpose, nature, consequences and risks of provided healthcare, on optional choice of proposed procedures and risks associated with rejected healthcare provision (hereinafter "**provided instructions**") pursuant to provision of § 6 Act No. 576/2004 Coll. Treating medical staff shall provide instructions to the Client in an understandable, careful manner without any oppression, providing him/ her with sufficient room to decide freely for informed consent, corresponding to his/ her cognitive and volitive forwardness and health condition of the individual who should receive the instructions.
4. Everybody who has right to receive instructions pursuant to clause 3 above shall have right to reject the instructions. Rejected instruction provision shall be subject to written record thereof.
5. Being provided with healthcare, every Client is entitled to:
 - a) protection of dignity, his/ her physical and psychical integrity,
 - b) information related to his/ her health condition,
 - c) provision of instructions,
 - d) rejection of healthcare provision except the cases when healthcare can be provided without informed consent pursuant to generally mandatory legal regulation,

- e) refusal to removal and transfer of tissue, organs and body cells after death,
 - f) confidentiality on all data related to his/ her health condition, on the facts related to his/ her health condition except if a treating medical staff was freed of confidentiality duty in cases determined by special, generally mandatory legal regulation,
 - g) alleviation of suffering,
 - h) human, ethical and respectful approach of treating medical staff.
6. Legal relation of healthcare pursuant to § 12 Act No. 576/2004 Coll. shall be always established between the Client and healthcare provider that the Client has concluded the Agreement with. The Provider has right to refuse the legal relation if
- a) he/ she would exceed the acceptable workload,
 - b) if personal relation between the treating medical staff member and the Client or his/her legal representative wouldn't ensure unbiased assessment of health condition, or
 - c) personal beliefs of treating medical staff member who should provide healthcare is in contradiction with such healthcare provision.
- Reasons stated above in item c) apply only to artificial abortion, sterilization and assisted reproduction. Reasons stated above in item a) shall not apply to the Client with permanent address or temporary stay in specified Provider's healthcare region in case of general outpatient's healthcare or the adult or children/ adolescents.
7. If the Provider rejected the legal relation pursuant to clause 6 above, the Client or his/ her legal representative shall have right to file petition at the competent Self-Governing Region Office.
8. Healthcare and related services are provided only during operating hours of respective healthcare facility included in the Network.

III.

Decision making during healthcare and related services provision

1. If the Client supposes that healthcare wasn't provided to him/ her in a correct manner or that other decision was made by the treating medical staff in relation to healthcare or related services provision, he/ she shall have right to require correction from the Provider; such request shall be filed in writing.
2. The Provider is obliged to inform the applicant for method of request attending in writing within 30 days from the filed application at the latest, except if urgent acting doesn't result from the request nature.
3. If the Provider rejects the request or fails to inform the applicant for method of request attending in writing within 30 days from the filed application at the latest, the applicant shall have right to:
 - a) request supervision by the Healthcare Supervision Office (hereinafter "**Supervision Office**") pursuant to § 18 clause 1 item b) of Act No. 581/2004 Coll. if the request subject refers to correct healthcare provision,
 - b) contact the authority competent to perform supervision pursuant to Act No. 578/2004 Coll. if the request subject refers to other decision made by treating medical staff in relation to healthcare or related services provision.

IV.

Provision and accessibility of data from health documentation

1. Healthcare documentation
 - a) personal data of the Client within extent necessary for his/ her identification and anamnesis,
 - b) data about instruction provision and informed consent pursuant to § 6 Act No. 576/2004 Coll.,
 - c) Information on the Client's health problems/ disease, on the course and results of examinations, therapy, treatment and further important circumstances related to the Client's health condition, and to healthcare provision process,
 - d) data about the extent of provided healthcare,
 - e) data about healthcare related services provided,
 - f) data about temporary work incapability caused by injury or illness, and the facts decisive for assessment of capability to perform work,
 - g) epidemiologically significant facts,
 - h) identification data of respective health insurance company,
 - i) identification data of the Provider.
2. Data from the Client's healthcare documentation are provided in the form of excerpt thereof and insight in the healthcare documentation.
3. Based on written request except otherwise stated, the Provider is obliged to provide excerpt of healthcare documentation within the extent directly related to the purpose of such request to:
 - a) registered citizen presenting himself with the draft notice for the army, and a soldier in inactive status upon presentation of written request by territorial military office for assessment of the soldier's health condition,
 - b) competent authority for purposes of social aid, state social allowance or employment services, based on special regulations,
 - c) Labor Inspectorate and supervision authorities pursuant to special regulations for purpose of occupational injury or occupational illness investigation,
 - d) competent authority for purposes of international child adoption process,
 - e) persons authorized to insight healthcare documentation, provided that the extent of insight doesn't exceed permitted disclosure of data from healthcare documentation to such persons pursuant to clause 4 below,
 - f) to the Court of Justice for purposes of criminal proceedings or civil court proceedings.
4. Data from healthcare documentation are provided in the form of insight in the Client's healthcare documentation to:
 - a) the Client or to his/ her legal representative within the whole extent,
 - b) a spouse, child or parent, or their legal representative after the Client's death within the whole extent; if such person doesn't exist - to an adult person that was living in the common household together with the Client at the time of death, or to a person in close relation to the Client, or to their legal representative,
 - c) person empowered based on conferred Full Power pursuant to item a) or b) above upon notary verified signature pursuant to special regulation, within required extent of data specified in the Full Power,
 - d) revision doctor from the applicable health insurance company for purposes of control activity - within the whole extent,
 - e) Supervision Office for purposes of healthcare supervision and investigation of complaints - within the whole extent,

- f) the Ministry of Healthcare, head physician of the Self-Governing Region, and head nurse for purposes of healthcare supervision pursuant to special regulation;
 - g) general head physician of the Ministry of Internal Affairs for purposes of medical examination within admission proceedings pursuant to special regulation, and to revision doctor of the Slovak Army Forces for purposes of selection proceedings - within the whole extent,
 - h) revision doctor for purposes of medical revision activity within social insurance and social security of police corps and soldiers pursuant to special regulations - within the whole extent,
 - i) revision doctor of the Office of Labor, Social Matters and Family for purposes of medical revision activity pursuant to special regulations - within the whole extent,
 - j) expert appointed by the Court of Justice or invited by criminal authority/ asked for preparation of expertise by any of the parties for purposes directly related to a civil court proceedings or criminal proceedings within extent necessary for preparation of such expertise; the expert shall decide on the extent of data required for expertise preparation; similar process shall apply to expert appointed pursuant to special regulation,
 - k) insurance company providing for individual health insurance pursuant to special regulation for purposes of control activity of healthcare provided to which the insurance fulfillment applies,
 - l) competent professional organization body within the extent of respective healthcare profession discharging inspection,
 - m) epidemiologist – specialist from the competent Regional Public Healthcare Office; epidemiologists – specialists from the Regional Public Healthcare Offices of the Ministry of Internal Affairs and Ministry of Defense of the Slovak Republic within the extent required for provision of epidemiological examination.
5. Person authorized to insight healthcare documentation has right to make remarks in the documentation site or copies thereof within the extent determined in clause 1.

V. Special provisions

1. The Provider who the Client's health insurance company has concluded contract with pursuant to Act No. 581/2004 Coll. on Health Insurance Companies, Supervision over Healthcare as amended (hereinafter the „**Act No. 581/2004 Coll.**“) shall not require payment for healthcare provision from the Client that is paid on the basis of public health insurance pursuant to Act No. 577/2004 Coll..
2. The Provider shall not condition healthcare provision to the Client with payment in excess of determined participation of a person insured pursuant to Act No. 577/2004 Coll. and implementary regulations, nor with other fulfillment.
3. The Provider who the Client's health insurance company has concluded contract with pursuant to Act No. 581/2004 Coll. can require payment from the Client for healthcare provided in case of disease included in the list of diseases in max. amount corresponding to participation of a person insured pursuant to Act No. 577/2004 Coll. and implementary regulations. The Provider can require payment from the Client for healthcare related services in max. amount corresponding to participation of a person insured pursuant to Act No. 577/2004 Coll. and implementary regulations.. Healthcare interventions in case of disease included in the list of diseases and healthcare related services provided by the Provider and

that are subject to allowed payment request shall be subject to inspection by the higher territorial whole competent according to healthcare facility location. Inspection shall be performed in the form of supervision pursuant to special regulation.

4. Prior to any healthcare provision, the Client shall be informed on the following facts:
 - a) the list of health insurance companies that the Provider has concluded healthcare provision contract with;
 - b) on obligatory payment for healthcare to the Provider by the person insured at health insurance company without contract concluded pursuant to item a) hereof (medical interventions, pharmaceuticals, inoculations, etc.) in the amount according to the Provider's Price List in effect;
 - c) on obligatory payment for healthcare to the Provider by the person insured at health insurance company without contract concluded pursuant to item a) hereof for pharmaceuticals prescribed by the Provider's physician in full amount in the pharmacy and impossible issuance of confirmation by the Provider on temporary work incapability that would be accepted by Social Insurance Company;
 - d) on the Provider's Price List in effect pursuant to item b) hereof.

The Provider's Price List in effect and the list of health insurance companies in effect that the Provider has contract concluded on healthcare provision shall be available in the Provider's healthcare facility premises.

5. Healthcare interventions provided upon the Client's request and those not contained in the contract concluded between the Provider and the Client's health insurance company as interventions repaid partly or in full by the health insurance company shall be paid by the Client in full amount based on the Provider's Price List in effect. The Client is obliged to settle payment to the Provider pursuant to this clause directly upon healthcare provision. The Provider's Price List in effect is available in each Provider's healthcare facility reception for insight. The Provider has right to require payment pursuant to this clause in advance. i.e. before healthcare provision.

VI.

Common and final provisions

1. These Terms can be amended without special agreement with the Client but the amendment shall be notified to the Client through publishing on Internet website www.procare.sk. Along with notified amendment, full wording of the Terms shall be published on the website www.procare.sk following the announced amendment. The Terms shall come in force and become effective upon publishing on Internet website www.procare.sk.
2. If the Client disagrees with the amended Terms, he/she will have right to terminate the Contract upon written notice that shall be delivered to the Provider that the Client concluded contract with at the latest on the last day before the Terms amendment effective date. Such termination shall be made in writing. Notice of termination submitted via e-mail to the address info@procare.sk shall be also considered as delivered in writing.
3. The Client shall not have right to terminate the Contract of the Terms amendment resulted from the amended generally mandatory legal regulations related to the legal relation between the Client and the Provider, established by the contract, not shall he have right to do it if the amended Terms wouldn't affect in any way the legal status of the Client within the contract based legal relation.

4. To avoid any and all doubts, any shipment sent by any Contract Party to the other Contract Party in written form shall be considered delivered to the recipient upon lapsed 5th working day after the shipment sending to the last known recipient address, provided that earlier date of delivery hasn't been confirmed. If announcement of facts pursuant to the Terms by the Client is expected on the website, such notices on the website shall be considered published by the Client on the date of publishing on the website.
5. If announcement of facts/ delivery pursuant to the Terms by the Client is expected via e-mail, such facts shall be considered delivered/ provided at the moment of their sending to e-mail address, provided that they were sent between 09:00 AM and 4:30 PM during the working day. If the notice was sent via e-mail working day before 09:00 A.M., it shall be considered delivered to the recipient at 09:00 AM on the following day. If the notice was sent via e-mail working day after 4:30 P.M., it shall be considered delivered to the recipient at 09:00 AM on the following working day.
6. These Terms represent an integral part of the Contract. In case of any discrepancy between the Contract and the Terms, Contract provisions shall prevail if they can be applied separately from the Terms.
7. If any Contract provisions are fully or in part invalid or effective or are about to expire or become ineffective, it shall not affect validity and effect of the remaining Contract or the Terms provisions. The invalid and/ or ineffective provisions shall be replaced with legal regulation that is as close as possible to the meaning and purpose of invalid/ ineffective provision.
8. Legal relations resulting from the Contract shall follow the Slovak Civil Code and related regulations of the Slovak Republic.
9. Programs that had come in effect before Apr 01, 2015 and that should expire after Apr 01, 2015 (but at the latest on March 31, 2016) shall follow the Terms in the wording No. 072013 till their expiration (the wording is available on www.procare.sk).

These Terms shall come in force and become effective on May 25, 2018