



RIGHTS AND OBLIGATIONS OF THE PATIENT AND MEDICAL ORGANIZATION IN MEDICAL SERVICE CONTRACTS

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Article history:	Abstract:
Received: 7 th November 2024 Accepted: 4 th December 2024	Within the framework of the relations of the rights and obligations of the customer – patient and medical organization, as well as the provision of medical services, the issue of interested persons, the organization of the health insurance organization and legal liability are scientifically analyzed in medical service contracts.

Keywords: Medical services, individual, legal entity, State, customer-patient, medical service, professional reputation of the medical office, personal health of patients, moral and legal norms, obligations of the medical organization.

The development of medical services is associated with medicine. While some specialist scientists believe that it is necessary to conclude health care contracts, other groups of scientists are inclined to justify the fact that there is no need for this. But in our opinion, it is necessary to conclude medical service contracts and use it in everyday medical practice. We give a number of our opinions on the condition of concluding these agreements.

From time immemorial, the issue of good health is important. "The concept of Health and illness has developed over thousands of years. Most of the great civilizations - Egypt, Assyria, Babylon, Hebrew, Africa, Arabic, Chinese and India had their own traditional medicine"¹. Later, thanks to the development of modern medicine in the middle and New, newest periods, the relationship of medical services also developed further in form and content. In each country, through the means of national laws, the concepts of medical service and medical care are legally regulated.

Today, insurance companies are also involved in the contract between the medical organization (doctors, clinics, hospitals) and the patient in the medical service relationship. It may include the terms of the contract, the issue of payment, the term, etc., along with the issues of interest to all parties. "In most cases, the norms that legally regulate the relationship related to maintaining the health of citizens have to some extent been studied unilaterally in the sciences of law. That is why the study of maintaining the health

of citizens as an object of civil-legal regulation clarifies the civil-legal methods and means of social relations arising in this area provides the basis for filling the existing scientific and practical gap"². It is necessary to further explore the field, adding to the researcher's thoughts.

"In the provision of medical services, an individual, a legal entity, a state can participate. By agreeing to medical manipulation, the patient determines the limits of exposure to his body. In it, all the terms of the contract must be carried out on civil contractual grounds, regardless of whether the patient agrees to the treatment, whether the medical practice is carried out correctly or incorrectly, whether there are positive or negative results about the previous such medical treatment"³.

Health care contracts can also play an important role in assessing the productivity of a doctor or nurse who has been working in a medical organization. Because with this contract, the duties of the medical worker, wages, payments and other obligations are established. The insurance office can participate as a person interested in the medical

² A.A.Karimov. Citizens of the health of citizens, issues of ensuring the health of citizens by means of higher norms. 12.00.03-Civil Law. Business law. Family law. Author of a doctor of philosophy (Doctor of Philosophy) dissertation in legal Sciences of international private law. Tashkent – 2020. P.16

³ N.K. The pancake. Legal problems of medical services provision. Specialization: 12.00.03- Civil law, business law, family law, private international law. Abstract of the dissertation for the degree of Candidate of Law. Volgograd - 2006. P.13. <https://www.dissercat.com/content/pravovyye-problemy-okazaniya-meditsinskikh-uslug>

¹ History of Medicine; <https://www.sciencedirect.com/topics/medicine-and-dentistry/history-of-medicine>



service contract. Insurance can make the payment in the contract and participate in the litigation in the suit.

In medical service relations, the issue of the subject of the contract is of complex importance. "When considering the subject composition of medical legal relations, it establishes a number of requirements, in particular, those that are required for the high professionalism of the immediate medical service provider"⁴. The quality of medical care directly depends on the knowledge and qualifications of the health care provider.

The medical service contract is more useful for the patient. The reason is that the contract establishes the rights and obligations of the medical organization and the patient.

Thus, medical service contracts are the main documents that regulate the relationship between patients and medical organizations, ensuring the accuracy and mutual understanding of assumptions, obligations and legal protections. These contracts are usually issued before medical treatment or services begin and serve as the basis for the interaction of the parties in the process of medical care. Medical care contracts represent the specific rights and obligations of patient and medical organizations to manage relationships, the ethical aspect, the effectiveness of medical care.

The medical services contract has a number of rights that ensure the patient's dignity, well-being and the quality of service provided to him as recipients of medical services.

One such right is the consent of the patient for the provision of any medical services. Patients have the right to be aware of their diagnosis, recommended treatments, potential risks and alternatives. Medical organizations must in this way ensure that the patient understands the service methods and treatments they agree with and receive written consent before continuing any further medical intervention and be written as an amendment in the medical services contract.

The medical services contract requires the patient to keep private health information confidential. Under the agreement, a medical organization is required to maintain strict confidentiality of information relating to the patient, and cannot disclose

⁴ E.S.Sagalaeva. Legal regulation of the provision of medical services to minors specialty 12 00 03 - civil law, business law, family law, private international law. Abstract of the dissertation for the degree of Candidate of Law. Moscow-2007. P.17. <https://www.dissercat.com/content/pravovoe-regulirovanie-okazaniya-meditsinskikh-uslug-nesovershennoletnim>

this information without the consent of the patient unless required by law.

In the provision of medical services, the contract is of a public nature. "The contract for the provision of medical services for a fee, concluded by the subject of the private health system, must be concluded in relation to each person who applies to it."⁵. All individuals can participate in this.

The medical services contract gives the patient the right to expect professional and qualified service. Medical organizations must follow established clinical standards and ethical guidelines for appropriate treatment and service.

The medical service contract gives the patient the right to choose and refuse treatment. Patients have the right to choose a medical service organization and treatment, medical service. This will also make the patient aware of the consequences of medical treatment. Another aspect is that the patient may stop using medical services without explaining the reason at the time of his desire. Of course there are also exceptional cases in this.

Medical services contract patients have the right to request and receive copies of the medical certificate. This ensures that they have complete information about the history of treatment and, if necessary, the right to contact another medical organization on the issue of individual certain diseases.

The medical services contract must state that the patient has the right to appeal to the medical organization, regulatory bodies or other relevant public bodies if the medical service is deemed to be inadequate or of poor quality. Together with this, the patient has the right to seek compensation for the damage caused or caused by them by the fault of the medical organization.

The second side of the medical service contract is the obligations of the customer – patient. In these agreements, patients also have certain obligations that contribute to the effective delivery of medical care, in addition to the use of rights in medical relationships.

Before the signing of the medical services contract, the patient has an obligation to provide accurate information to the medical organization. Accordingly, patients are required to provide medical providers with accurate and complete medical information. This includes a relevant personal health

⁵ K.I.Korobko. Legal regulation of private medical practice. Specialization: 12.00.03 - Civil law; business law; family law; private international law. Abstract of the dissertation for the degree of Candidate of Law. Saint Petersburg – 2010. P.12. <https://www.dissercat.com/content/pravovoe-regulirovanie-chastnoi-meditsinskoi-praktiki>



history, current medication intake, such as allergies, and disclosure to the performer of other information important for self-service.

In the contract of medical services, the patient is obliged to comply with medical advice and instructions. The reason is, it depends on the quality of medical care that the patient follows the medical advice and guidelines given by the medical staff. Failure to do so can hinder the effectiveness of treatment or lead to negative health outcomes.

In the medical service contract, the patient is included in the condition that they pay for the services provided to the medical organization in accordance with the terms of the service contract. This includes agreed fees, as well as additional fees for treatment costs, medical services, or medications that may be required.

The medical services contract must contain a section that, as an Customer, the patient must respect the rights of other patients, medical personnel and medical personnel. In this, mutual respect, safety and behavior conducive to a positive health environment are understood.

Now let's dwell on the issue of the rights of the medical organization, which is the second part of the issue. Medical organizations, as a medical service provider, also have one-stop Rights that help protect their activities, resources and legitimate interests.

In the medical services contract, the medical office has the right to receive money for the services provided in accordance with the terms of the contract for the services provided. Failure of a patient to pay for services can lead to legal action or suspension of medical care until payment is made. However, in certain types of contracts of this type, it is appropriate to limit such a right.

Although in the medical services contract, patients have the right to choose treatment, the medical office has the right to determine the appropriate methods and practices based on their professional experience. This ensures that the treatment provided is medically healthy and that accepted medical service practices are followed.

In a medical services contract, the right of the medical office to terminate the contract under certain conditions can be entered into by agreement. Medical organizations may create the right to terminate the contract with the patient under certain conditions, for example, when the patient repeatedly violates the terms of the contract (for example, non-payment, non-compliance with treatment guidelines). However, for the patient, this right should not end with a serious negative result.

In the medical services contract, the medical office has the right to protect professional integrity. This includes compiling a sequence of medical services. On the other hand it is embodied by the fact that the medical office has the right to protect its professional reputation and refuse to provide services that are contrary to moral or legal norms, such as engaging in fraud or participating in illegal practices.

In the medical services contract, the medical organization also has obligations. The medical organization performs important tasks that ensure the patient is provided with appropriate, quality medical services.

In the medical services contract, the medical office must always provide competent and professional services. A health care organization must provide medical services that meet or exceed established standards of practice in the health sector. This includes attracting qualified specialists, observing the rules of medical practice and ensuring the correct implementation of treatment and medical practice.

One of the conditions of the medical services contract is the obligation of the medical office to ensure the safety of the patient. The medical office must take all reasonable measures to ensure the safety of patients when receiving medical services. In doing so, we will have to understand maintaining a safe and clean environment, minimizing the risk of infection and ensuring the correct use of medical equipment.

The medical services contract must write a commitment that the medical office must maintain confidentiality regarding the patient's personality. The medical office is required to protect the confidentiality of patients' personal health information. Violation of the confidentiality of the contract can lead to legal consequences and loss of confidence in the performer.

The medical service contract records the obligation of the medical office to comply with legal and regulatory requirements regarding medicine. In it, medical organizations must comply with all relevant local, national and international regulations governing health practices. This includes licensing of activities, knowledge and qualifications of medical personnel, and ensuring compliance with health standards and protocols.

The issue of responsibility is also considered important in medical service contracts. N.Egamberdiyeva said that "only immediate damages should be levied, and bilvositas should not be levied, since the causal link between infringement and their occurrence is insufficient to be taken into account by



the right⁶. The fact that the damage in a medical service relationship is material in appearance facilitates the solution of the issue. At the end of the matter, however, the question of proving this is much more complicated if the health of the patient – customer is harmed by the fault of the medical organization. In order to legally resolve these and other issues, it is important to conclude medical service contracts.

The medical services contract specifies the obligation of the medical office to provide the patient with the payment of medical services, accurate payment information.

The medical organization is required to provide patients with accurate and transparent information about the cost of services and payment terms. This reduces misunderstandings by the contracting parties and ensures that the patient is aware of their financial obligations from the beginning.

THE CONCLUSION IS THAT HEALTH CARE CONTRACTS SERVE AS A CRUCIAL ELEMENT IN THE HEALTH CARE SYSTEM. Through the contract, it is possible to protect the rights of the patient and the medical organization. A properly concluded contract ensures that the rights, obligations of all parties are clearly defined. For patients, understanding their rights and obligations allows for experience with legal and medical education. For medical organizations, this provides a legal framework for offering safe and ethical medical care. The outcome would be that the health care contracts would have the function of promoting mutual respect and high quality health care.

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