



ADMISSION POLICIES

As a part of Punta Mita Hospital policies and to allow the entry of the patient, the presentation of the following documentation is necessary:

- ❖ Patients Identification.
- ❖ Responsible and/or attendants Identification.
- ❖ Fill and sign admission sheet.
- ❖ Fulfill deposit (amount determined in accordance to the motive of entry), which may be made in cash or with credit card. In case in which the deposit is not surpassed, the amount will be returned, and the deposit will be released once the patient has been discharged.

VISITS

- ❖ Due to children protection and tranquility of our patients, the entry of children under the age of 12 in the areas of hospitalization is prohibited.
- ❖ All patients, if they so desire, may be accompanied 24 hours by an attendant-caregiver, as long as the clinical circumstances allow.
- ❖ Every under age that is hospitalized must be accompanied by a family relative of legal age permanently.
- ❖ The hospital norms as well as the indications of its professionals must be respected at all time.
- ❖ In conformity with the patient's respect, we beg not to make noise, and in agreement with the Reglamento de la Ley Estatal de Salud regarding protection of non-smokers, it is prohibited to smoke inside the rooms, as well as the hospital facilities.
- ❖ Video and picture footage is only allowed with medical authorization.
- ❖ Foods, healing material, alcoholic drinks or narcotics are not allowed.
- ❖ Pets are strictly prohibited in the Hospital.
- ❖ Visitors are not allowed to remain in the waiting room after 8pm.



CENTRO MEDICO DE PUNTA DE MITA S DE R.L. DE C.V.
LINE OF BUSINESS: HOSPITAL, SANATORIUM AND CLINIC
RFC. CMP151127AD4
ACCESO A PUNTA DEMITA No.1
BAHIA DE BANDERAS, NAY

IMPORTANT

- ❖ The room expires at 13:00hrs, if it is not vacated at such time the corresponding charge regarding the next day fee will proceed.
- ❖ We do not take checks, there are not discounts or possibility to perform payments following your departure.
- ❖ The rooms also have cable television and wireless internet service.
- ❖ Any damage caused to the furniture and/or hospital facilities will condemn charges.
- ❖ For your commodity, each room within the hospitalization area is equipped with an amenities kit which will make your stay much more comfortable.
- ❖ We recommend you leave in your home objects such as jewelry and/or cash money. Punta Mita Hospital, will not be held responsible, nor carry out any compensation, for loss, robbery or damage of the objects or valuables of the patient forgotten in the room and/or any other place within the hospital facilities
- ❖ If you wish an invoice with IVA(VAT) disaggregated, please present the generals of the legal and/or natural person whom you wish to be invoiced. With no exception, there will be no invoice change if it is not requested in the same month in which the service was not provided.

Causes of infringement of the user and/or service requestor.

- To provide false or imprecise data to the Hospital.
- The infringement of the dispositions of the Internal Regulation of the Hospital.



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The hospital will provide the User the Hospital Services that are indicated by the(or) dealing medic(s) and/or those who are required in case of emergency, the services may consist, included and not limited, in use of equipment and hospital infrastructure, diagnose exams and treatment, nursing treatment and therapeutical, surgical interventions, medical procedures that are required due to the condition of the user and the possible eventualities that may be present during the treatments and/or surgical interventions. On their behalf, the user and/or service requestor are obliged to pay the Hospital the amount of the services that are provided regarding the present contract.

It is my will assume on my own and my charge, all the expenses generated by the service provision of Punta Mita Hospital.

Punta Mita Hospital receives as guarantee for the bill of services provided to the patient _____

the amount of: _____

In Cash

Credit Card

Credit Card Number: _____

In name of: _____

who authorized the charge of total amount in case of no other existing way of payment.

Name and signature of patient or Legal Representative.

Name and signature of Card Holder.

Administration
Punta Mita Hospital



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HOSPITAL SERVICE CONTRACT WHICH IS HELD BY ONE PART THE **CENTRO MÉDICO DE PUNTA MITA S. DE R.L. DE C.V.** WHICH WILL BE FURTHERMORE DESCRIBED AS “**THE HOSPITAL**” AND BY THE OTHER PART “**THE PATIENT**” AND/OR “**THE ATTENDANT**”, WHICH DATA APPEARS IN THE FRONT COVER OF THE PRESENT CONTRACT, IN ACCORDANCE OF THE FOLLOWING DECLARATIONS AND CLAUSES.

I. “**THE HOSPITAL**” DECLARES

- A) That the private hospital is a legal person duly constituted in the terms, laws and regulations, as stated in the public deed **No. 28,584** dated 27 of November of 2015 before the attest of **Lic. Teodoro Ramírez Valenzuela**, notary public No. 2 in **Bucerías, Nayarit.**
- B) That **Mrs. Katia Alejandra Robles Fosado**, with Registro Federal de Causantes (Federal Taxpayer Registry) CMP151127AD4 and signaling for the effects of the present contract address in **Carr. Acceso a Punta de Mita #1, Punta de Mita, Bahía de Banderas, Nayarit C.P.63734**, has general judicial power for acts credit as is stated in public deed No. **30,093** dated September 14 of 2016 granted before the attest of **Lic. Teodoro Ramírez Valenzuela**, notary public No. 2 **Bucerías, Nayarit.**
- C) That it is registered in the Registro Federal de Contribuyentes (Federal Register of Contributors) under the number with Registro Federal de Causantes (Federal Taxpayer Registry) **CMP151127AD4** and signaling for the effects of the present contract address in Carr. Acceso a Punta de Mita #1, Punta de Mita, Bahía de Banderas, Nayarit, C.P.63734.
- D) That within it’s main activities is to provide medical services for the attention of the diseased which are interned for their attention, diagnose, treatment or rehabilitation.
- E) That the days and hours for public attention are from Monday to Friday from 9:00 to 18:00 hours and Saturday from 9:00 to 14:00 hours, and in case of emergencies and attention to patients that are internet in the facilities of “**THE HOSPITAL**” it will be 24 hours a day.

II. “**THE PATIENT**” DECLARES

- A) To be named as it has been stated in the foreword of the present contract and that the patient has the legal capacity to celebrate the present contract and that it is the patients desire to contract the services of “**THE HOSPITAL**”, in the terms and conditions that are further described.
- B) Be sufficiently economically solvent and with the necessary liquidity to pay “**THE HOSPITAL**” each and every one of the Hospital services of the present contract.



III. “THE ATTENDANT” DECLARES

- A) To be named as it has been stated in the foreword of the present contract and that the patient has the legal capacity to celebrate the present contract and that it is the patients desire to contract the services of “**THE HOSPITAL**”, in the terms and conditions that are further described.
- B) Being sufficiently economically solvent and with the necessary liquidity to pay “**THE HOSPITAL**” each and every one of the Hospital services subject of the present contract which are provided to “**THE PATIENT**” here in contracted.

CLAUSES

FIRST. – Object

- A) “**THE HOSPITAL**” will provide “**THE PATIENT**” the hospital and medical services appointed by the(ir) dealing doctor(s) and/or those in case of an emergency, in accordance to the resolution and installed capacity of the hospital.
- B) The Services may consist, included and not limited, in use of equipment and hospital infrastructure, diagnose exams and treatment, nursing service and paramedic personal, medical and consumable supply, healing, medical treatment and therapeutical, surgical interventions, medical procedures that are required due to the treatments and/or surgical interventions.
- C) On their behalf, the user and/or service requestor are obliged to pay the Hospital the amount of the services that are provided regarding the present contract.
- D) “**THE HOSPITAL**” informs “**THE PATIENT**” that it does not count with packages of medical attention, which is why to determine the cost and form of payment of the services provides such shall be established in regards of the fourth clause of this contract.
- E) The services provided by “**THE HOSPITAL**” to “**THE PATIENT**”, will be provided in the facilities of the hospital, which are located in Carr. Acceso a Punta de Mita #1, Punta de Mita, Bahía de Banderas, Nayarit C.P. 63734.

SECOND. – Information, orientation and authorizations.

- A) “**THE HOSPITAL**”, is obliged to provide “**THE PATIENT**” and/or requestor of the service, enough, clear, timely and true information as well as orientation necessary regarding the health attention of “**THE PATIENT**” as well as risks and alternatives to the diagnoses, therapeutic and surgical procedures which are appointed or applied, with the purpose that the patient or the requestor of the service grant or deny their consent legitimately informed.



- B) **“THE HOSPITAL”**, as long as **“THE PATIENT”** allows it, must gather at entry, written and signed authorization to practice, with means of therapeutical diagnose, the medical surgical procedures necessary in accordance to the condition which dealt, duly and clearly informing the type of document which is presented for his signature, may it be by his means and/or by means of **“THE ATTENDANT”** or his legal representative, in case of the impossibility of the previous, the health service provider will proceed immediately to reserve the life and health of **“THE PATIENT”**, leaving record in the clinic file. The previous based with the 51-Bis-2 of the Ley General de Salud.
- C) This initial authorization does not exclude the necessary to gather further authorization for each procedure which implies a high risk for **“THE PATIENT”**.
- D) The document in which the authorization appears must comply the requirements that the article 82 of the Reglamento de la Ley General de Salud regarding provision of medical attention establishes, as well as those enforceable that the Norma Oficial Mexicana “Del Expediente Clínico” determines. Such document must be printed, written in clear form with no abbreviations, erasures or deletions.
- E) These authorizations will be annexed to the models appointed by the Normas Oficiales Mexicanas as that to such effect the Secretaria de Salud issues.
- F) The dealing medic of **“THE PATIENT”** must inform and gather written and signed authorization of **“THE PATIENT”**, and/or **“THE ATTENDANT”**, to proceed the practice of exams, healings, treatments and interventions of other medics, as well as the administration of anesthetics, blood and/or medications that they consider timely.

THIRD. – Consumables and medications.

“THE PATIENT” and/or **“THE ATTENDANT”**, acknowledge, manifest and accept in conformity that **“THE HOSPITAL”** will provide each and every one of the consumables and medications that are required for medical attention, during the hospital stay, regarding the dose, amount and terms that by writing the dealing medic(s) order(s).

FOURTH. – Price and form payment.

- A) The contracting parts agree that the price of the services that are provided regarding the present contract, will be those which result of the appliance of the costs and fees that **“THE HOSPITAL”** has currently to the date of service contract, which is why **“THE HOSPITAL”** leaves at disposal of **“THE PATIENT”** and/or **“THE ATTENDANT”** that catalogue or list of prices and current fees, which are structured in function of the areas of the hospital services, expressing their conformity and authorizing **“THE HOSPITAL”** the charges which derive from medical services, in observance of such list.



- B) **“THE PATIENT”** and/or **“THE ATTENDANT”** are obliged to pay **“THE HOSPITAL”** daily for the services provided, regarding the corresponding billing statement that **“THE HOSPITAL”** will place at their disposal daily, in such manor that at the end of each hospital day these services provided to **“THE PATIENT”** are covered.
- C) In case that **“THE PATIENT”** due to his state of temporary or permanent disability can't sign the present contract, the parts agree that it must be signed by it's legal representative, descendants, spouse or ascendants, and in lack of these, collateral relatives of any degree, which are obliged to respond to the medical expenses that derive from the attention of **“THE PATIENT”** and of all of the obligations derived from the present contract. In the same manor, those patients who lack the capacity to enjoy or are in state of interdiction, the appointed relatives in the previous paragraph or tutor, depending on the case, are obliged in name of **“THE PATIENT”** to respond for the payment of medical expenses of **“THE PATIENT”** and the obligations of the present contract.
- D) The contracting parts agree that regarding the amounts overdue and not paid, **“THE HOSPITAL”** may charge late interest of 5% (five percent) monthly, from the following day in which the payment should have been covered and until the moment in which the debt is settled.
- E) The contracting parts agree that the responsibility for the payment of the services regarding the price catalogue and current hospital fees will relapse severally upon the user and requester of the service, in conformity with the stipulated in the articles 1987,1989,1998 and 2002 of the Código Civil Federal currently en México.
- F) The contracting parts agree that if the amount of the services surpasses the economic capacity and/or liquidity of **“THE PATIENT”** and/or **“THE ATTENDANT”**, they commit to inform such situation immediately to the staff of **“THE HOSPITAL”** and authorize broadly and expressively the staff of **“THE HOSPITAL”** the immediate transfer of **“THE PATIENT”** to a diverse hospital institution that **“THE HOSPITAL”** estimates convenient, with the purpose to prevent to incur in debt or lack of payment of the services.
- G) The parts agree The parts agree that in case of noncompliance with the established in the previous paragraph, **“THE HOSPITAL”** due to lack of payment and/or guarantee, may perform the transfer of **“THE PATIENT”** to a public hospital institution, leaving **“THE HOSPITAL”** released of compliance with the obligations that are bestowed upon it regarding the present contract and counting from now the consent of **“THE PATIENT”** and/or **“THE ATTENDANT”** for the transfer; on the understanding that the transfer of **“THE PATIENT”** will not extinguish the obligation of payments of the services provided and not covered.



- H) In this act, **“THE PATIENT”** and/or **“THE ATTENDANT”** do not reserve action or legal right to exercise against **“THE HOSPITAL”**, regarding any possible transfer that **“THE PATIENT”** had outside the facilities of **“THE HOSPITAL”** regarding the lack of payment established in the section **“B”** of the present clause.
- I) Before performing the transfer **“THE HOSPITAL”** is obliged to give authoritative advice to **“THE PATIENT”** and/or **“THE ATTENDANT”**, that such transfer is to be made, specifying with the data of the address of the medical receiving unit, leaving **“THE PATIENT”** and/or **“THE ATTENDANT”** obliged to pay each and every one of the expenses that such transfer implies.

FIFTH. – Proceedings for the hospital admission.

- A) **“THE PATIENT”** must register in the department of admission of **“THE HOSPITAL”** providing all of the general and information necessary for registration, the patient must provide as well the deposit or advance in guarantee of payment that the catalogue of current prices of **“THE HOSPITAL”** establishes in accordance with the motive of entry, type of room and/or hospital service where **“THE PATIENT”** will enter, gathering the receipt that for such effect **“THE HOSPITAL”** issues, being able to perform such deposit through credit card and/or deposit in cash depending on what **“THE PATIENT”** estimates convenient.
- B) In the same manner **“THE ATTENDANT”** can perform the admission registry in name and representation of **“THE PATIENT”**, in case that the patient is physically incapable to do so, obliging **“THE ATTENDANT”** to pay each and every one of the medical and hospital fees that are provided by **“THE HOSPITAL”** to **“THE PATIENT”**, to do so **“THE ATTENDANT”** must grant the deposit and/or advance in guarantee of payment in the same terms and conditions that the fourth clause section **“B”** establishes.

SIXTH. – Safeguard of personal objects.

Each room has a safe box for the safeguard of personal objects to which only **“THE PATIENT”** and/or **“THE ATTENDANT”** will have access. Due to the previous **“THE HOSPITAL”** will not be held responsible for the loss of objects or valuables of **“THE PATIENT”**.

SEVENTH. – Internal Regulation.

“THE PATIENT” commits to comply with the internal regulation of the hospital. **“THE HOSPITAL”** will provide after the signature of the present contract a copy of the internal regulation which is also at disposal for consultation in the admission department of the Hospital.



EIGHTH. – Procedure for patient discharge.

- A)** The departure (discharge) of **“THE PATIENT”** will be verified when the dealing medic of the patient has stated in writing in the clinical file of **“THE PATIENT”** the order of respective discharge or when the voluntary return of **“THE PATIENT”** is requested and SIGNS the format that for such effect a medic of **“THE HOSPITAL”** elaborates. Prior to retreat **“THE PATIENT”** must liquidate in the cashier the payment of the hospital, the balance of the account of all the services provided, duly gathering in such cashier the ballot that contains the corresponding exit pass, with must be delivered by **“THE PATIENT”** and/or **“THE ATTENDANT”** to the security staff of the hospital at the moment of departure.
- B)** The parts agree that the advance and/or deposit in guarantee will be applied to the bill of services provided at the moment of its closure and liquidation of the total balance of the same or when debt is incurred for the payment of services, in the understanding that any exceeding will be returned by **“THE HOSPITAL”** in accordance to the clause of refund.

NINTH. – Refunds.

When there is a surplus in the account in favor of **“THE PATIENT”** and/or **“THE ATTENDANT”** it will be returned under the following procedure.

- A)** In the event that the surplus refers to a cash deposit, the exceeding amount shall be returned in the same form within the three following business days regarding the request of refund, which will be made in the hospital facilities and will only be delivered to **“THE PATIENT”** and/or **“THE ATTENDANT”** according to how the refund was requested.
- B)** In the event that the surplus refers to a credit/debit card payment or transfer **“THE HOSPITAL”** will make the refund through bank transfer, within the three following business days regarding the request of refund, to the account of **“THE PATIENT”** and/or **“THE ATTENDANT”** according to how the refund was requested. The time it takes in order to be reflected in the account of **“THE PATIENT”** and/or **“THE ATTENDANT”** will depend on the politics that the banks account disposes for this type of operations.



TENTH. – Responsibility limits for the contracting of services.

The contracting parts expressly agree that **“THE HOSPITAL”** does not assume any responsibility regarding the professional action of the particular medics (dealing medics) of **“THE PATIENT”** and/or **“THE ATTENDANT”** and/or third persons that provide medical attention services to **“THE PATIENT”** when such professionals are directly contracted by **“THE PATIENT”** and/or **“THE ATTENDANT”** consequently they acknowledge that the payment of these services will be liquidated independently to the services account subject of the present contract.

ELEVENTH. – Confidentiality.

Except the cases in which **“THE HOSPITAL”** must provide information to **“THE PATIENT”** to appropriate authority, **“THE HOSPITAL”** is obliged to grant confidentiality to the information contained in the clinical file of **“THE PATIENT”**, committing to disclose to third parties without written authorization of such. In the event in which certain institution in which **“THE PATIENT”** was entitled or had contracted insurance coverage of accidents and/or disease in the branches of personal accidents, medical and/or health expenses, requested information, from this moment, **“THE PATIENT”** authorizes **“THE HOSPITAL”** to provide all the information and in due case, documentation regarding the hospitalization of **“THE PATIENT”** to such institution. After **“THE PATIENT”** is discharged if in future act information we're requested regarding the patients stay this must be requested through the A.R.C.O request of rights under the politics and conditions that such request describes.

TWELFTH. – Procedure to present suggestions, complaints or claims.

“THE PATIENT” and/or **“THE ATTENDANT”** may submit suggestions, complaints or claims regarding the services subject of the present contract, through message to the email comentarios@puntamita.com, which must be answered in a period of 10 (ten) business days at most.

THIRTEENTH. – Conventional penalty.

In the event that any of the contracting parts incurs in one or several of the causes of non-compliance mentioned below, such must pay the other part, as a conventional penalty, 10% (ten percent) of the total amount of services provided and invoiced by **“THE HOSPITAL”**, regarding the present contract, without it releasing **“THE PATIENT”** and/or **“THE ATTENDANT”** of their obligation to the payment of such services.



1. Causes of non-compliance of **“THE HOSPITAL”**:
 - a) Lack to provide the hospital services contracted regarding its resolution and installed capacity.
 - b) Lack to provide consumables and medications that the dealing medics and inter-consultants request during the hospital stay of **“THE PATIENT”**.
 - c) Unjustly retain personal objects of **“THE PATIENT”** that have been deposited in the admission area of the hospital.
 - d) Lack of respect regarding price and services that integrate the service packages in the contracted terms.
2. Causes of non-compliance of **“THE PATIENT”** and/or **“THE ATTENDANT”**:
 - a) The provide false or imprecise information to **“THE HOSPITAL”**.
 - b) Non-compliance of the dispositions of the internal regulation of **“THE HOSPITAL”**.

FOURTEENTH. – Jurisdiction.

The Procuraduría Federal del Consumidor is the appropriate authority administratively to resolve any controversy that is withheld regarding the interpretation or compliance of the present contract. Notwithstanding the above, the parts submit to the jurisdiction that may correspond them, regarding their present or future addresses or by any other reason.

Nevertheless, the previous, **“THE PATIENT”** and/or Service Requestor, has the right to attend the Comisión Nacional de Arbitraje Médico in the field of its jurisdiction in probable acts or omissions derived from the presentation of medical service.

Read and once explained of its legal reach and content, this contract was subscribed by duplicate in Bahía de Banderas, Nayarit, at the date stated in the front cover of the contract, delivering a copy of such to **“THE PATIENT”** and/or **“THE ATTENDANT”**.

“THE PATIENT”
(Name and Signature)

“THE ATTENDANT”
(Name and Signature)

“THE HOSPITAL”
Punta de Mita S. de R.L. de C.V.
(Name and Signature)