

PATIENT CARE AGREEMENT

(if the Patient **is not** among the people referred to in Article 9 of the Health Care Financing Law¹)

In Riga,

“Riga Maternity Hospital” Ltd., hereinafter referred to as the Maternity Hospital, in the person of its authorized representative _____, on the one hand, and

(position, name, surname)

the **Patient** _____, personal identity No. –

or the legal guardian (a parent, guardian, custodian) of a minor or incapacitated Patient

(name, surname, personal identity No., the No. of the document certifying legal representation, residential address, postcode, e-mail and telephone number)

hereinafter referred to as the Patient, enter into an agreement for state-funded health care services during pregnancy and the postnatal period, hereinafter referred to as the Agreement.

1. General questions

1.1. This Agreement establishes the procedure for the Patient – a pregnant woman, a woman giving birth or a woman in the postpartum period, as well as her newborn child, to receive health care at the Maternity Hospital provided for in the regulatory enactments, related to pregnancy, childbirth and the postpartum period, if the Patient **does not** belong to the list of people referred to in Article 9 of the Health Care Financing Law, and receives health care services by paying the fees specified in the price list of paid services of the Maternity Hospital, including²:

– for vaginal birth EUR **835.00**, extra charge for a bed day (starting from the second postnatal day) EUR **100.00**;

- for caesarean section EUR **1200.00**, extra charge for a bed day (starting from the second postnatal day) EUR **100.00**;
- treatment at the Department of Pathology of Pregnancy and Antenatal Care for one bed day, including fees for medical interventions, diagnostic tests EUR **100.00**;
- for neonatal intensive care and resuscitation, if required, per bed day, the tariff for a healthcare institution is determined by the National Health Service – EUR **105,81**; for medical interventions, according to the tariffs set by the Cabinet of Ministers, the Patient contribution for healthcare services is EUR **100.00** per bed day;

1.2. To ensure the organization of health care, information on the Patient and the newborn is stored and processed electronically in the Health Information System in accordance with the Law on the Rights of Patients, as well as in the Social Assistance Administration System in accordance with the Law on Social Services and Social Assistance.

1.3. The Maternity Hospital is a clinical training base for students of state-accredited educational programs, as well as for medical practitioners and persons carrying out professional qualification development in a particular specialty. The Patient authorizes the use of data from her medical records for the purposes of clinical training and research, provided that the protection and anonymity of the Patient's and her newborn child's data is guaranteed.

1.4. To improve the quality and safety of healthcare, an identification wristband is secured around the arm of the Patient and the newborn. If the wristband is being worn, the Patient is responsible for ensuring that her and the newborn's wristband is not damaged, removed or repaired until discharge from hospital, except for clinically justified reasons.

2. The Patient's rights

2.1. The Patient has the right to receive information about her and her newborn child's health status, including diagnosis, management plan, prognosis and consequences of pregnancy and childbirth, etc., in a manner that she understands, from medical practitioners at the level of their competence, as well as information about the results of the treatment, unforeseen outcomes and the reasons for them. The Patient has the right

to refuse to receive this information. Only with the Patient's consent may the Patient's spouse, closest relatives, or legal representatives (guardian, custodian), hereinafter referred to as the Legal Representative, receive information about the Patient;

2.2. The Patient and her newborn child have the right to receive timely medical treatment in accordance with their state of health, in the manner and to the extent prescribed by the regulatory enactments, in accordance with the qualifications of the medical staff of the Maternity Hospital and with the diagnostic, medical and patient care equipment available at the Maternity Hospital, in accordance with fees set out in the pricelist of paid services of the Maternity Hospital.

2.3. The Patient has the right to refuse the treatment before its commencement, or to refuse the treatment method, without refusing treatment as a whole, or to refuse the treatment during its course by expressing her will in writing and certifying it with her signature. The Patient shall have the right to refuse to participate in the clinical training process and to discontinue the participation at any time;

2.4. The Patient has the right to inspect her medical records and has the right to receive from the Maternity Hospital on the day of discharge, free of charge, an extract from the medical records or an entry in the "Maternity record" (book), in the national language, indicating further recommendations, as well as to request a statement of the costs of the medical interventions, provided from the State healthcare budget;

2.5. After discharge from the hospital, the Patient has the right to request and receive statements, transcripts, and copies in accordance with the pricelist of paid services approved by the Maternity Hospital;

2.6. The Patient and her child shall be entitled to compensation for damage to health in the manner and to the extent prescribed by the laws and regulations.

3. The Patient's responsibilities

3.1. Patients are obliged to take care of their own health and the health of their newborn child, to actively participate in medical treatment, to provide the necessary information to the medical staff, to follow the internal rules of the Maternity Hospital for Patients and the instructions of medical staff, to respect the rights of other Patients;

3.2. The Patient is obliged to present her identity document upon arrival at the Maternity Hospital, and her Legal Representative is obliged to present a document certifying his or her rights as a Legal Representative;

3.3. The Patient is obliged to pay for all services received. Payment is due by the time of discharge from the Maternity Hospital. A proof of payment is issued;

3.4. For non-payment of the agreed payments, or for not paying on time, the Maternity Hospital may require the Patient to pay a penalty of 0.5% of the principal amount for each day of delay, not exceeding 10% of the principal amount, as well as interest on account of late payment of 0.5% of the principal amount for each day of delay, but not exceeding 100% of the principal amount;

3.5. If the debt is not paid within the time and in the amount specified in the Agreement, the debt collection may be transferred to a debt collection company selected by the Maternity Hospital for professional collection procedures.

4. The responsibilities of the Maternity Hospital

4.1. The Maternity Hospital is obliged to provide healthcare services within the scope and quality specified in the regulatory enactments and in accordance with the informed consent of the Patient;

4.2. The Maternity Hospital is obliged to protect information about the Patient and her newborn child in accordance with the requirements of the laws and regulations;

4.3. It is the duty of the medical staff of the Maternity Hospital to explain the possible consequences of the refusal referred to in the sub-paragraph 2.4 of this Agreement.

5. The rights of the Maternity Hospital

5.1. In cases where the health or life of the Patient or her newborn child is endangered by delay and the consent of the Patient or her Legal Representative cannot be obtained, the medical practitioner shall, within the scope of their competence, take urgent measures – investigation and treatment, including surgical or other invasive interventions;

5.2. If the Patient does not comply with the internal rules of the Maternity Hospital for Patients or stops the treatment and leaves the Maternity Hospital without informing the medical staff of the Maternity Hospital of her actions, the Patient's medical records will include an entry to that effect. In this case, the Patient assumes responsibility for her own

health and the health of her newborn child and for any damage to it. The Maternity Hospital shall immediately inform the competent authorities if the Patient endangers the safety or health of others due to her health condition;

5.3. If the Patient's closest relatives or other persons visiting her do not comply with the internal rules of the Maternity Hospital for the Patients, do not follow the instructions of the medical staff, interfere with the work of the Maternity Hospital staff, cause damage to the Maternity Hospital or harm the health of the Patient or her newborn child (smoking, drinking alcohol, etc. on the premises of the Maternity Hospital), these persons may be immediately expelled from the Maternity Hospital.

6. Final questions

6.1. Upon discharge from the Maternity Hospital, the Patient will receive a link to the Patient Experience Questionnaire to the email address provided in the Agreement, or, if no email address is provided, to her telephone number;

6.2. The Agreement shall enter into force upon signature and shall remain in full effect until the obligations of the parties have been fulfilled in full;

6.3. Any disputes arising between the parties during the performance of the Agreement shall be settled by negotiation. If no amicable settlement is reached within 30 (thirty) days, the dispute shall be settled in accordance with the procedure established by the laws and regulations in force in the Republic of Latvia.

6.4 The Agreement is drafted on 2 (two) pages in 2 (two) copies, one of which is kept at the Maternity Hospital, the other is given to the Patient. Both copies of the Agreement shall have the same legal force.

Patient _____ **Maternity Hospital** _____
(or Legal Representative) (authorized person)

¹ Health Care Financing Law, Article 9. The following persons shall have the right to receive the State-paid medical assistance minimum:

1) A citizen of Latvia;

- 2) a Latvian non-citizen;
- 3) a foreigner who has a permanent residence permit in Latvia and a stateless person who has been granted the status of a stateless person in the Republic of Latvia;
- 4) a refugee or a person who has been granted an alternative status;
- 5) a detainee;
- 6) an asylum seeker;
- 7) persons referred to in Article 11 of the Health Care Financing Law;

The spouse of a Latvian citizen or a Latvian non-citizen who has a temporary residence permit, but who is not a person referred to in Article 11 of the Health Care Financing Law shall have the right to receive state-funded maternity assistance.

² The amounts indicated are subject to adjustment depending on the medical indications and the information provided by the Patient about her status.