

# **Treatment contract and General terms and conditions of contract**

for the on-call/ and day service of freelance midwives. Organised and administered by the ER-ERH midwifery centre.

## **1. Scope**

According to § 24d S.1 i.V.m. § 24c No. 1 SGB V, the insured person is entitled to midwife assistance, especially after delivery in the so-called puerperium.

The nationwide shortage of midwives is also having an impact in the Erlangen- Höchstadt region, so that the demand for postpartum care cannot always be fully met.

This contract therefore regulates an acute care relationship for the period from the time of birth until the end of the fourth week of the child's life at the latest. It is concluded between the freelance midwife of the on-call service and the beneficiary/insured person who would otherwise have remained without midwifery care after the delivery.

In this way, at least part of the necessary midwifery support can be provided.

## **2. Services**

The beneficiary makes use of the help of the freelance midwives of the on-call service **exclusively until the 28th day of life** (4 weeks) of the child.

### **(1) Scope of services:**

The services are provided on the basis of the contract on the provision of midwifery assistance according to §134a SGB V in the current version and constitute health insurance benefits.

The following services are included in acute care:

- > outreach (non-outreach)\* postpartum care
- > Counselling the woman in labour (via communication medium)\*.
- > Counselling and help with breastfeeding and feeding problems (via Komm.medium)\*.

()\* For reasons of infection control, the midwife is permitted in certain situations (e.g. in the event of a pandemic) to provide these services exclusively by telephone and/or video telephony. If the insured person does not have sufficient technical equipment, the midwife is entitled to refuse the provision of services altogether.

### **(2) Utilisation of services:**

**! Please pay special attention to p. 2 (par. 2.1 - 2.7) !**

(2.1) The on-call service of the ER-ERH midwifery centre is a voluntary service provided by freelance midwives.

(2.2) It is **NOT ENSURED that** this service will be **staffed on a daily basis** (e.g. due to sickness absences, quarantine measures, unoccupied days, etc.).

(2.3) The beneficiary may **NOT** rely on this service **for conditions of the** mother or child that **require timely monitoring** (see below for a list).

If the patient has **not yet been assured of a midwife visit from** the on-call service for **the day after her discharge** from hospital, **then** these **check-ups MUST** take place with a **paediatrician or at the paediatric clinic.**

(2.4) If no daily midwife care is provided and she can only fall back on the on-call service, the woman/family **must inform the maternity clinic of** this before discharge.

Conditions in need of control include:

a) Child: - Blood glucose levels in need of control

- a weight loss greater than or equal to 10 % of the birth weight
- Hyperbilirubinaemia in need of control (neonatal jaundice)
- Feeding of the child not yet ensured

b) Mother: - Blood pressure values above 140/90 mmHg or prescribed blood pressure medication.

- Condition after caesarean section up to 72 hours after surgery
- Condition following HELLP syndrome, pre-eclampsia or seizure (also in the case of "Suspicion of" in the medical history)
- Bladder emptying disorders
- In the case of unexplained heavy bleeding or pain

(2.5) In principle, the on-call service does **not** include services provided by the midwife after **outpatient delivery**. Here, the midwife has **the right to refuse care for** organisational reasons or the liability obligation, among other reasons.

(2.6) Examinations of body material, screenings etc. are **NOT** carried out by the midwife.

(2.7) Birth care is **not the** subject of the contract.

(3) Involvement of third parties:

If problems arise during care that require medical attention, the midwife will recommend seeking medical or clinical treatment.

The services of the doctors or ambulance services called in by the midwife constitute an independent treatment relationship and are not part of this contract.

(4) Other services:

As a matter of principle, the beneficiary does not make use of other midwifery assistance services according to the contract on the provision of midwifery assistance (§134a SGB V, including annexes).

### **3. Contacting / requesting a visit**

(1) Visit requirement:

In order for the midwife to be able to reliably plan her daily route for the on-call service, the beneficiary registers her visit request via the contact form of the on-call service by 18:00 the day before:

[www.hebammenzentrale-erlangen.de/bereitschaftsdienst](http://www.hebammenzentrale-erlangen.de/bereitschaftsdienst)

Visit requests received after 18:00 will be catered for on the next possible day.

(2) No use of messenger services:

For data protection reasons, messages/enquiries via WhatsApp or other messenger services will generally not be answered.

The beneficiary refrains from using them.

### **4. Optional benefits/own contribution**

(1) Obligation of the insured to acknowledge:

The recipient of the service is obliged to acknowledge receipt of the service by signing the insurance confirmation presented by the midwife. Only receipted services can be invoiced by the midwife to the statutory health insurance.

If the service recipient does not comply with this obligation to cooperate, the midwife may invoice the corresponding service(s) to the service recipient privately.

(2) Duty to inform the insured persons:

For the purpose of cost transparency, the beneficiary undertakes to inform the midwife without being asked about all services that he/she uses or has used at other midwives at health insurance costs.

Failure to provide information on the part of the beneficiary will result in the midwife's claims for reimbursement being taken over, which will be rejected by the health insurance fund due to multiple claims for midwifery services.

(3) Rejection of the assumption of costs:

In the following cases, the costs are not covered by the statutory health insurance and are therefore invoiced privately to the service recipient (according to the private fee schedule of the federal state where the service is provided):

> if there is no valid membership with the health insurance fund indicated by the beneficiary:

The beneficiary is obliged to present her insurance card to the midwife BEFORE the start of the service.

> agreed appointments that were not kept by the beneficiary: The midwife and the beneficiary agree on binding appointments.

On the part of the midwife, these are basically understood with a tolerance time of +/- 45 minutes because midwifery support and transport-related travel times cannot be planned and may be subject to time fluctuations.

The midwife is entitled to cancel and/or reschedule appointments already made at short notice for professional reasons. The midwife will inform the service recipient immediately.

The beneficiary can make a new appointment with the midwife or via the on-call service of the ER-ERH midwifery centre. In urgent cases, the insured person immediately contacts a paediatric or gynaecological practice or the nearest clinic.

The beneficiary undertakes to keep the agreed appointment. In the event that this appointment was not kept by the insured person (in particular because the insured person could not be found at the agreed place of performance) or if a

If a patient cancels an appointment at too short notice (on the day of the scheduled service), she will be invoiced privately for the scheduled services - plus travel expenses, if applicable. In this case, these costs are not covered by the statutory health insurance.

> if the health insurance does not cover the extensive travel expenses.

## **5. Settlement of the fee**

(1) statutorily insured persons:

In the case of statutorily insured persons, the freelance midwives of the on-call service invoice the services on the basis of the contract on the provision of midwifery assistance together with its annexes in accordance with § 134a SGB V in the currently valid version with the health insurance fund liable to pay benefits.

This does not include the costs incurred in accordance with no. 4 of these General Terms and Conditions (optional services/own contribution). The beneficiary is obliged to pay for these as a self-payer.

(2) Cost absorption declaration:

Beneficiaries for whom a corporation, institution or foundation under public law assumes responsibility for the services used in the context of pregnancy and maternity (e.g. refugee women without residence status) must submit a cost assumption declaration from their cost bearer that covers the midwife's services in accordance with no. 3 of these GTC. If this declaration of cost coverage is not available or does not cover the services used, the beneficiary is obliged to pay the fee for the services as a self-payer.

(3) Privately insured and self-pay patients:

are obliged to pay the fee for the midwife's services in accordance with these General Terms and Conditions. Insofar as the service recipient is obliged to pay a private fee according to this agreement, the midwife will issue a separate invoice. This will be done on the basis of the Bavarian Ordinance on Fees for Midwifery Assistance outside the Statutory Health Insurance (HebGebV) in its current version.

The beneficiary is responsible for clarifying the eligibility of midwifery services with his/her health insurance. The midwife has no knowledge about the content of the respective tariff.

Private invoices are due on receipt of the invoice, irrespective of the reimbursement period by the insurance company or subsidy office. The service recipient is in default at the latest 30 days after the due date and receipt of the invoice (§ 286 para. 3 BGB). In the event of late payment, interest on arrears in accordance with § 288 BGB and reminder fees may be charged.

## **6. Liability**

(1) Liability of the midwife:

The midwives are liable for services of midwifery assistance within the framework of the legal provisions during the on-call service in the area of care in the postpartum period as well as in the case of breastfeeding problems and feeding problems of the infant.

(2) Coverage amount:

Professional liability insurance with adequate coverage is in place for the activities of each midwife under the contract.

(3) Third-party services:

The services of the doctors or ambulance services called in by the midwife constitute an independent treatment relationship and are not part of this contract.

(4) Liability is excluded in the event that no stand-by service can be provided.

(5) The Kinderschutzbund Kreisverband Erlangen e. V., as the responsible body of the midwifery centre, is excluded from any form of liability.

## **7. Treatment records/ data protection**

### **(1) Personal data:**

Within the framework of this contract, personal data of the patient as well as of the (born/unborn) children are collected, processed and used by the midwives as the responsible body. This data is stored in electronic and non-electronic form and transmitted to third parties (e.g. midwife(s) providing co-care/continuing care, midwife centre ER-ERH, funding agencies/external accounting offices, social welfare office) within the scope of the intended purpose and in compliance with the respective data protection regulations. The beneficiary declares his/her consent to this.

(2) The midwife fulfils the requirements for the processing of health data in accordance with Art. 9 (3) DSGVO.

### **(3) more data:**

Further data will be used for the purpose of monitoring, documentation and evaluation, with the restriction that the privacy of the beneficiary is protected from the public.

The freelance midwives and the staff of the ER-ERH Midwifery Centre are bound by professional secrecy and observe the provisions of data protection.

### **(4) Data transfer to third parties:**

In the event that a doctor/breastfeeding counsellor/psychologist/clinician or similar is called in, the midwives will make findings and data available to the agency providing further care, if permitted or if an emergency situation requires it, which are necessary for the co-treatment or further treatment of mother and child.

### **(5) Data transfer for billing:**

Invoicing with public payers, in particular the health insurance funds, is carried out directly to them by means of electronic data transmission in accordance with §§ 301a Para. 1, 302 Ans. 1 SBG V. In this case, the midwife is entitled to commission an external invoicing service provider.

The same applies to the settlement of accounts with the insured person herself.

### **(6) Data retention:**

The treatment records are kept for a period of at least 10 years within the framework of the provisions of professional law and the treatment contract applicable to the midwife. After expiry of the retention period, the complete treatment records are duly destroyed and can no longer be made available.

(6) Provided that the respective legal requirements are met, the insured person has a right to information (Art. 15 DSGVO), correction (Art. 16 DSGVO), deletion (Art. 17 DSGVO) or restriction of the processing of your data (Art. 18 DSGVO).

The insured person is informed that in case of refusal of data processing, fulfilment of the treatment contract may not be possible. In this case, there is no entitlement to fulfilment of the obligations agreed in this contract.

benefits. In addition, the insured person may, if necessary, have a **right to object** to this processing (Art. 21 DSGVO). The insured person can declare the revocation informally to the midwife at any time. Pursuant to Art. 77 of the GDPR, the insured person also has the right to lodge complaints with the competent state data protection authority,

*Bavarian State Office for Data Protection Supervision  
Promenade 27 (Castle)  
91522 Ansbach  
Phone: 0981/53- 1300  
Fax: 0981/53- 5300  
E-mail: [poststelle@lda.bayern.de](mailto:poststelle@lda.bayern.de)  
Website: <http://www.lda.bayern.de>*

to raise.

By signing the documentation form of the on-call midwife, the beneficiary expressly agrees to the use of her data for the above-mentioned purposes and releases the midwife from her duty of confidentiality.

She expressly agrees to the passing on of all medical findings and data to the participating midwives of the on-call service.

### **8. Release from confidentiality**

The on-call service is organised and administered by the Erlangen and Erlangen-Höchstadt Midwife Centre. For the purpose of handing over the service, the beneficiary releases the midwives working in the on-call service from the duty of confidentiality among themselves and the employees of the midwife centre.

### **9. Final provisions/ severability clause**

> see next page (p. 8)      **!!!**

Please **print out** this page **(p. 8)** in duplicate **(2 x) BEFORE the home visit** and **fill in and** send it to **signed and handed over to** the **midwife on** the day the service is provided:

### 9. final provisions/ severability clause

on the **contract** for the use of midwife assistance services by persons insured under the statutory health insurance (§§ 630a ff. BGB)

**between the** self-employed midwife (referred to as "midwife" throughout the text of the contract):

**and** Ms (referred to as the "Beneficiary" throughout this Agreement):

Name: \_\_\_\_\_ First name: \_\_\_\_\_  
born on: \_\_\_\_\_ Tel.no.: \_\_\_\_\_  
Address: \_\_\_\_\_

1. If individual provisions of this contract are or become invalid or if loopholes are found, this shall not affect the validity of the remaining provisions of this contract. The contracting parties undertake to replace the invalid provisions with a provision that comes as close as possible to the invalid provision in a legally permissible manner. The invalidity of individual contractual provisions shall only result in the invalidity of the entire contract if the continuation of the contractual relationship becomes unreasonable for a contractual partner.
2. Subsidiary agreements, amendments and supplements to this contract must be in writing. This formal requirement cannot be overridden by verbal agreements. Any practice deviating from the text of the contract shall not establish or modify any rights or obligations and shall not result in any amendment or supplement to the contract.
3. The beneficiary confirms that he/she has read and understood the contents of this contract in full. This contract is available in its complete form as a download on the homepage of the ER-ERH midwifery centre at <https://hebammenzentrale-erlangen.de/bereitschaftsdienst/> and can be viewed and printed out at any time.  
There are no requests from the insured persons.

For the purpose of documenting and billing the service, the service recipient will be presented with a documentation sheet by the midwife in charge during the home visit. By **signing this documentation form and this page (p. 8, 9. final regulations)**, the service recipient declares that he/she accepts the contractual conditions of the entire treatment contract.

It receives a copy of this last page of the contract, signed by both contracting parties(p. 8)

**Midwife:**

**Beneficiary:**

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
, date