

HEALTHCARE AGREEMENT

Hereafter concluded on this month and day:

First Name,Last Name:

Adress:

Residence address in ČR:

Birth number/date and place of birth:

Passport number:

Nationality:

Name and address of employer:

Telephone number of employer:

Hereafter for the purpose of this „**The Patient**“
agreement as:

a

Name:

**Institute for Care of Mother and Child,providing
organization**

Secretary/Representative:

**Assoc.Prof. MUDr. Jaroslav Feyereisl, CSc., director/
MUDr.....in full capacity**

Location:

Praha 4, Podolské nábřeží 157/36, PSČ: 147 00

IČ:

00023698

Bank account number:

Hereafter for the purpose of this „**UPMD**“
agreement as:

In accordance with article 30 page 1,law # 20/1966 concerning care and health of people, and article 51 law # 40/1964 civil law, in lawful wording, this agreement reads as follows:

I.

Subject of agreement

UPMD pledges under the conditions of this agreement to grant to the patient and her child respectively,which will be born in the future,healthcare necessary and useful for the successful progress of pregnancy during the period of delivery and post delivery,and this part is covered by insurance without direct payment and in the remaining extent with direct financial compensation of the patient.

II.

Extent and condition of care

1. On the basis of this agreement UPMD grants the patient and her child healthcare as needed in accordance with pregnancy,delivery, and the post-partum period,necessary or useful for the preservation of their life and for the preservation and improvement of thier health,and this means: a)healthcare before delivery including all necessary or medical recommendations and agreed upon examinations bz the patient.

b)medical care during delivery

c)care of mother and child after delivery

d)all operations needed for preservation of health of mother and child in the case of whatever health complications of the mother and child.

2. With regards to operative procedures of healthcare contained in the public notice of the Ministry of health of the Czech Republic # 134/1998, in which are published a list of medical indications with point values, with its use the patient was informed of by signing this contract. UPMD pledges to provide health care which corresponds to the current state of medical science and with the possibility of choosing medical indications to the maximum extent of the patient will, which means to inform the patient of planned indications, its aim and appropriate risks and to acquire her agreement, if the patient's health condition allows her to understand this information and decide on the next medical information. The patient pledges to inform UPMD about all pertinent facts for the provision of health care and follow the instructions and recommendations of the medical personnel of UPMD.
3. Health care will be provided according to the current standards of care, which means on a similar scale of care paid from the general health insurance, as in the case of people with general insurance under law # 48/1997 concerning general health insurance if there will not be any other agreement between both continuing parties. In the case of the patient requiring the provision of above standard care, for example in the form of higher standard accommodation over the course of stay at UPMD, UPMD pledges to meet these requirements, if it's possible with its relevant and technical capacity, and the patient pledges to pay this higher standard care according to the price list of UPMD, by which the patient was informed of by signing this contract, with payment made according to the price of the healthcare provided under article # IV.

III.

Contractual price

1. The care offered will be evaluated according to the number of points under the notice of the minister of health of Czech Republic 134/1998, in which are published a list of medical indications with point values and the price of the offered health care will be set as a product of the care offered and a price of 1 point set according to the hereafter rules.
2. The price of 1 point is 1 Kč including VAT.

IV.

Payment conditions

1. The patient declares, that on the basis of article 2 law # 48/1997 about general health insurance, she is insured, that here she has the right to receive healthcare without payment. This insurance does not cover the child of the patient, which she will have in the future, respectively the appropriate insurance company will pay the healthcare provided for the child only in part.
2. The patient pledges to pay healthcare provided to the child on the basis of this agreement in the range, as which this care will not be paid by the appropriate health insurance company. In the case, that the appropriate healthcare provided to the patient (mother of the child) will not be paid for whatever reason by the appropriate insurance company, the patient pledges to pay also this healthcare in the amount not paid by the appropriate insurance company.
3. Patient pledges to pay a retainer as to the price of healthcare offered in the amount of 10,000-Kč in the due mentioned form of the invoice certificate.
4. The price of the healthcare offered will be paid by the patient on the basis of an invoice written by UPMD after termination of healthcare and with its point and financial valuation according to article III of this contract.

5. The due date of the invoice is 14 days from its delivery to the patient. In the case of the posting of the invoice to the patient's address mentioned in this contract or to a different address which the patient later announced in writing, there is given consideration of 3 working days from the post date to the date of invoice delivery to the address in the Czech Republic and 10 working days from the posting date to the delivery date of the invoice to an address in a different country..
6. In order to insure the patient's duty to pay the amount of healthcare, the patient has issued the bill of exchange # for UPMD, in which there is not filled the amount of exchange and the due date. UPMD is competent to amend this bill of exchange and the bill of exchange to transfer aptly to exchange its payment in the case of the patient's default in payment of health care, with it, that the exchange amount will be created by debit of not paid amount for healthcare to the day of completing of bill of exchange and the due date will be the 10th day after the due day of the healthcare invoice.

V.

The rule of law and competence of the court

1. The legal relations set up by this contract and their changes, guarantee and the consequences of their breachment follow the Czech rule of law.
1. 2. In the case of a property dispute concerning the payment of the cost of healthcare provided, in accordance with 37 page 2, law # 97/1963 about international private and procedural law, arranged within the jurisdiction of the Czech court.

VI.

The final regulation

1. This contract comes into force on the day of its signing by both contracting parties.
2. This contract is made in two original copies from which each contracting party will receive one copy.
3. The participants of this contract allege and confirm that all regulations and conditions of this contract arranged agreed upon without restraint, seriously and surely, without any apprehension and under markedly disadvantageous conditions, and as proof of which they affix their signatures.

In Prague on

In Prague on.....:

Patient:

On behalf of UPMD:

.....

director

.....

Assoc.Prof.MUDr. Jaroslav Feyereisl, /

MUDr., in full capacity

Security agreement:

First name, last name:

Address:

Residence address in ČR:

Birth number/date and place of birth:

Passport number/citizenship number:

Nationality:

Name and address of employer:

Hereafter as „gaurantor”

The gaurantor declares,that he will satisfy UPMD as a creditor in the case, that the patient does not satisfy the debt of the cost incurred of healthcare provided .UPMD receives the pledges of the gaurantor.

In Prague on

gaurantor:

On behalf of UPMD::

.....

director/

.....

Assoc.Prof..MUDr.Jaroslav Feyereisl,Csc.

MUDr. in full capacity

Příloha: kopie plné moci