

Behandlungsvertrag

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mit Frau _ geb. am. 1.1.1970 wohnhaft in _.

Midwifery treatment contract

1) The midwifery profession comprises the care and nursing of pregnant women and women in childbirth, the provision of assistance during childbirth, and participation in maternity and infant care. (Hebammengesetz §2. (1))

2) In the event of suspicion or the occurrence of conditions during pregnancy or the puerperium that are irregular or dangerous for the pregnant/parturient person or the newborn, the midwife will refer the family concerned to a doctor, a hospital or a social institution. (Hebammengesetz §4. (1)) The follow-up service is the responsibility of the person/family receiving care. The families have a duty to cooperate in this regard (see GTC point 4), which states that recommendations or instructions to urgent consultations with medical specialists must be followed by the families.

3) Costs and invoices

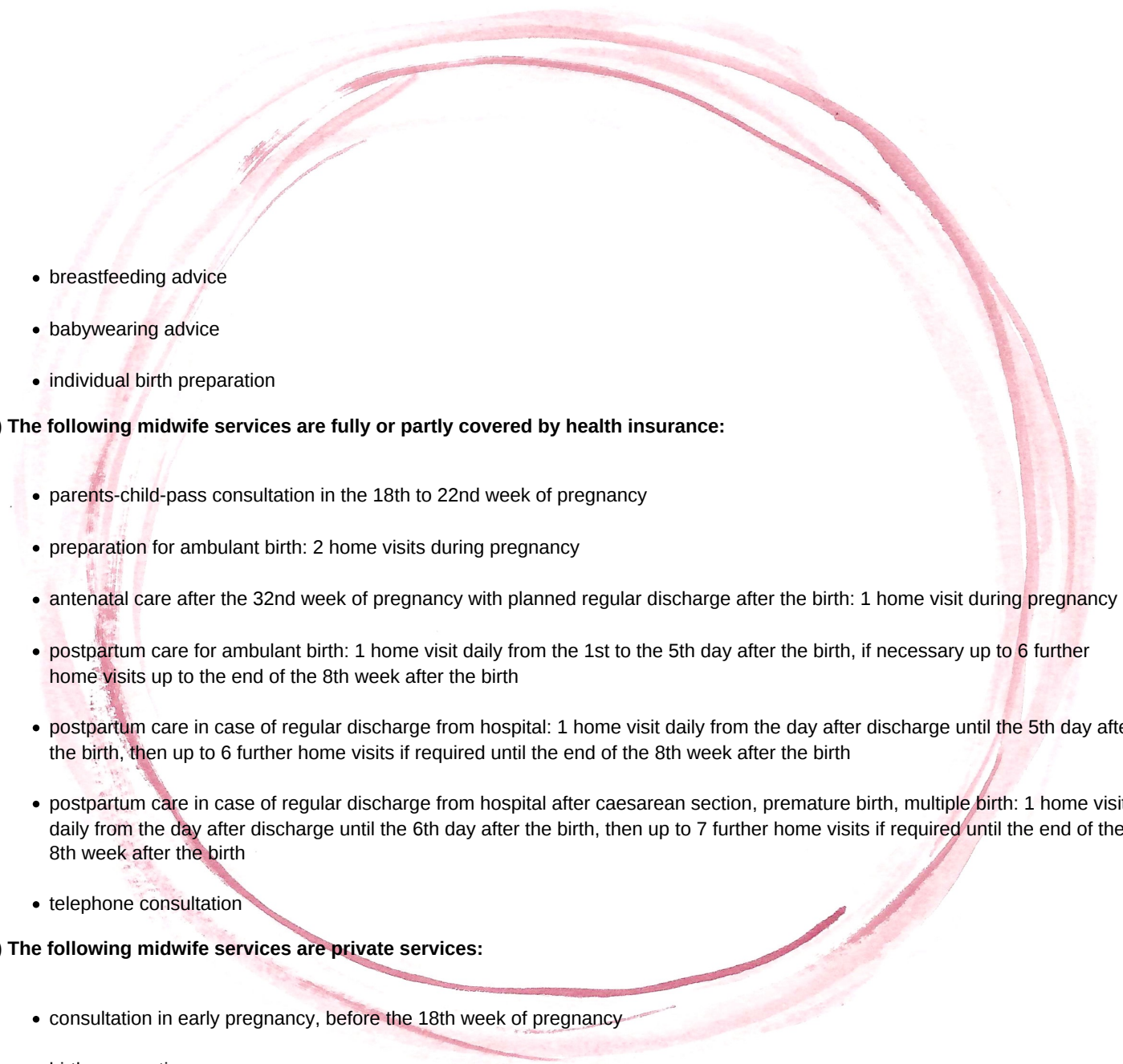
The midwife invoices the client for services rendered after completion of care and sends the invoice by email. Invoices from an Wahl-midwife can be submitted to your statutory health insurance company, after which 80% of the standard rate will be refunded. The current standard rates of the Austrian health insurance companies can be found at <http://www.hebammen.at/eltern/kosten/>. In addition, at the beginning of the care period, the midwife will provide a price list as part of the information provided about the costs of care.

In the case of private supplementary health insurance, it is the responsibility of the person/family receiving care to clarify whether and to what extent the supplementary health insurance will cover the costs of the services provided. It is not possible for the midwife to bill the insurance company directly!

4) Service catalog

The list of services is agreed individually with the client. The following services are offered by the elective midwife:

- pregnancy care
- parents-child-pass consultation in pregnancy week 18 - 22
- breastfeeding preparation
- preparation for ambulant birth
- postnatal care after ambulant birth
- postnatal care after home birth (birth attendance by midwife Isabel Ruhland is not possible)
- postpartum care after discharge from hospital
- postpartum care after caesarean section, multiple birth and premature birth

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- breastfeeding advice
 - babywearing advice
 - individual birth preparation

5) The following midwife services are fully or partly covered by health insurance:

- parents-child-pass consultation in the 18th to 22nd week of pregnancy
- preparation for ambulant birth: 2 home visits during pregnancy
- antenatal care after the 32nd week of pregnancy with planned regular discharge after the birth: 1 home visit during pregnancy
- postpartum care for ambulant birth: 1 home visit daily from the 1st to the 5th day after the birth, if necessary up to 6 further home visits up to the end of the 8th week after the birth
- postpartum care in case of regular discharge from hospital: 1 home visit daily from the day after discharge until the 5th day after the birth, then up to 6 further home visits if required until the end of the 8th week after the birth
- postpartum care in case of regular discharge from hospital after caesarean section, premature birth, multiple birth: 1 home visit daily from the day after discharge until the 6th day after the birth, then up to 7 further home visits if required until the end of the 8th week after the birth
- telephone consultation

6) The following midwife services are private services:

- consultation in early pregnancy, before the 18th week of pregnancy
- birth preparation
- breastfeeding preparation
- breastfeeding advice
- babywearing advice
- baby massage course
- consultations and home visits after the 8th week after birth

7) Availability

Monday to Friday: 08:00 to 18:00

During consultations, home visits and courses, the midwife cannot take calls, so in these cases a message can be left in the mobile mailbox (name, telephone number and request). If the midwife does not call back for longer than 24 hours, it is the responsibility of the person/family being cared for to call the midwife again to ensure that the midwife has received the message/call (technical defects).

By law, the midwife is obliged to document information via telephone in the midwifery software. The midwife therefore reserves the right to charge the families concerned for telephone consultations. Medical questions will not be answered via WhatsApp for reasons of data protection.

No photographs of the newborn's private parts or photos showing the newborn naked may be sent to the midwife for clarification of issues such as a skin rash. The reason for this is the child's right to their own image and Section 207a of the Austrian Criminal Code (StGB), as the midwife does not want to risk such photos being interpreted as visual child sexual abuse material.

8) Agreed visits and punctuality

As the midwife works on an outreach basis, the traffic situation and the duration of previous appointments cannot be planned exactly, appointments can be postponed by up to 30 minutes. The midwife will inform the person/family being cared for in the event of a longer delay and asks them to take the midwife's time management into account.

A home visit usually lasts 60 minutes. The first midwife appointment may take a little longer due to the need to take a medical history, and some care situations may also require more time, so midwife visits can be shorter or longer depending on the content.

If the midwife is accompanied by students on work experience for training purposes, she will announce this at the beginning of the care period, at the latest on the day before the home visit, and obtain the client's consent. Consent can be revoked at any time without giving reasons.

9) Contact after the birth for postnatal care

In the case of a planned ambulant birth, the midwife must be informed by text message at the start of the birth and after the birth to enable a prompt appointment to be made for the first postnatal visit. If the first few days are spent as an inpatient on the postnatal ward, the midwife must be informed after the birth and, if possible, two days before the planned discharge to ensure that an appointment can be arranged in good time. In the case of a home birth, the midwife will receive a telephone handover from the home birth midwife and will contact the family to arrange an appointment.

10) Acute situations

If the midwife cannot be reached in an acute situation, the person/family being cared for must contact a specialist doctor independently or present themselves at the clinic.

11) Substitution during vacations, further training or in case of illness

The midwife's vacation times and further training courses are usually known long enough in advance to plan any necessary replacement.

This is the responsibility of the person to be supervised. A replacement is necessary when planning an ambulant birth in order to ensure that the new mother is cared for in the first 5 days after the birth. The midwife does not accept any liability during advertised days off, training courses and vacations.

In the event of illness, the midwife will discuss with the family whether a replacement is necessary.

All substitutions are organized by the persons/families themselves, the midwife can provide support.

12) Insurance and liability

The midwife is liable for her services within the framework of the statutory provisions in the area of prenatal care, obstetrics and postnatal care. Professional liability insurance with an appropriate level of cover exists for the midwife's activities within the scope of this contract, including representation. A doula cannot replace a midwife. The midwife cannot accept any responsibility or liability for the care she provides. If a doctor is called in or an ambulance is used in the event of irregular conditions during the birth, an independent contractual relationship is established with the doctor; the midwife is not liable for the medical services or the services of the ambulance. The midwife is also not liable for the services and organizations of the respective hospital.

The use of homeopathic, anthroposophic and other non-evidence-based medicines is at the client's own risk and is not recommended by the midwife.

13) Commitment to appointments and cancellation conditions

Appointments that cannot be kept but have already been agreed must be cancelled in due time, 24 hours before the appointment takes place, via phone call (voicemail), text message or email. If this is not done, appointments that are not cancelled or cancelled too late

will be charged at a flat rate of € 60 and are not refundable by the health insurance companies.

14) Confidentiality and data protection

Due to the Hebammengesetz, the midwife is obliged to maintain confidentiality and treat the health and personal data of the person/family to be cared for confidentially. The data of the person/family to be cared for will be processed and stored in accordance with the statutory data protection regulations and this declaration. You can find the data protection provisions at dsb@dsb.gv.at.

Electronic communication (SMS) may have security gaps, as it is not possible to completely protect data from access by third parties. Electronic communication by text message is used by the elective midwife and the person/family to be cared for primarily to arrange or postpone appointments and to provide information about the birth (in the case of ambulant births), or to notify about the birth in the case of agreed care after ambulant birth.

The person receiving care hereby agrees that their personal data may be processed and stored by the midwife and, if necessary, passed on to relevant medical personnel for interdisciplinary cooperation. In accordance with Art. 13-15 DSGVO, the midwife is obliged to provide an overview of the information specified in the procedure directory and of the persons authorized to access it. At the request of the person/family to be cared for, information about the stored personal data can be provided at any time.

In the event of breaches of data protection law, the person to be cared for is entitled to lodge a complaint with the competent supervisory authority - the competent supervisory authority for data protection issues is the Austrian Data Protection Authority.

15) Severability clause

Should individual provisions of this contract be invalid, this shall not affect the validity of the remainder of the contract. The invalid provisions shall be replaced by provisions that come as close as possible to the invalid provisions.

16) Agreed catalog of services

The midwife agrees the following services with the person/family to be cared for:



Unterschrift der Betreuten

City am 2025-11-07 14:02:48

Ort, Datum

Ich bin im Rahmen meiner Berufsausübung haftpflichtversichert und meiner Aufklärungspflicht laut Hebammengesetz §9a nachgekommen.