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Process: **Treatment activities**

Subprocess: **Provision of health care services – Principles of service provision**

## **GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF HEALTH CARE SERVICES**

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### **PURPOSE**

The General Terms and Conditions for the Provision of Health Care Services (hereinafter also referred to as the General Terms and Conditions or the contract) stipulate the organisation of the provision of health care services in AS Ida-Tallinna Keskhaigla (hereinafter referred to as the Hospital or East Tallinn Central Hospital), the rights and obligations of the Hospital and the patient, and the liability of the Hospital for providing health care services and related services (e.g. family ward) to the patient in the Hospital.

### **VALIDITY**

The General Terms and Conditions apply throughout the Hospital.

The General Terms and Conditions are considered as the standard terms of a contract for the provision of health care services for the purposes of section 760 of the Law of Obligations Act.

In the event of a conflict between the provisions of the General Terms and Conditions and any other documents governing the relationship between the patient and the Hospital, the General Terms and Conditions apply.

The contract for the provision of health care services includes the General Terms and Conditions, terms separately agreed with the patient in oral or written form, and the Conditions of Use of the iPatient patient portal, if the patient is a user thereof. In addition to the above, the relationship

between the patient and the Hospital is regulated by the internal rules (such as the doctors' reception hours, the Hospital's house rules) of which the patient has been notified, and the relevant legislation of the Republic of Estonia and the European Union (including the Law of Obligations Act, the Health Services Organisation Act, the Health Insurance Act, and the General Data Protection Regulation of the European Union).

## LIABILITY

The Hospital is only liable for the wrongful breach of its obligations, primarily for errors in diagnosing and treatment and a breach in the obligation to inform the patient and obtain the patient's consent.

The Hospital has entered into a liability insurance contract.

## DESCRIPTION OF ACTIVITIES

### 1. Entry into and expiry of contract for provision of health care services

- 1.1 The contract for the provision of health care services is deemed to be entered into between the Hospital and the patient upon the reservation of the appointment for the provision of health care services in the Hospital and in the absence of an appointment, upon commencement of the provision of health care services (e.g. in the case of emergency care).
- 1.2 The Hospital has the right to refuse to enter into a contract for the provision of health care services if the terms of the contract requested by the patient are inconsistent with the law or the General Terms and Conditions for the Provision of Health Care Services or the internal rules of the Hospital.
- 1.3 The Hospital refuses to enter into a contract for the provision of health care services (including making an appointment) if:
  - 1.3.1 the provision of the service requested by the patient is not necessary or indicated for the patient's health or the patient refuses a blood transfusion if this is necessary to prevent injury or the death of the patient;
  - 1.3.2 the patient does not have a referral, if a referral is required (clause 2.2);
  - 1.3.3 the Estonian Health Insurance Fund or another person does not assume the obligation to pay for the health care service and the patient has no money to pay for the service (except in the case of emergency care);
  - 1.3.4 a patient with health insurance from a Member State of the European Union other than Estonia does not provide proof of insurance issued by the competent authority of the insurance country or a valid European Union health insurance card or the provisional replacement certificate thereof before the commencement of the provision of health care services, except if the patient pays for the health care services or requires emergency care;
  - 1.3.5 the patient has a debt to the Hospital from the provision of previous health care services, except in the case of emergency care;
  - 1.3.6 the Hospital does not have a licence to provide health care services in the specialty requested by the patient;
  - 1.3.7 the provision of health care services is in conflict with the law;
  - 1.3.8 there is a circumstance that gives the Hospital the right to cancel a contract already entered into (clause 1.71.7.7).
- 1.4 The contract for the provision of health care services is deemed to be terminated:
  - 1.4.1 upon expiry of the provision of health care services;
  - 1.4.2 upon the assumption of health care by another health care service provider;

- 1.4.3 upon cancellation of the contract;
- 1.4.4 upon the death of the patient.
- 1.5 The patient may cancel the contract for the provision of health care services at any time without disclosing the reason therefor.
- 1.6 The Hospital may cancel the contract for the provision of health care services only with good reason. If such a good reason exists, the Hospital nevertheless has the obligation to provide health care services until the patient can receive health care services elsewhere.
- 1.7 The good reason for the purposes of clause 1.6 primarily includes the following situations:
  - 1.7.1 the patient does not agree to or violates the terms and conditions of the contract for the provision of health care services;
  - 1.7.2 the patient does not consent to the provision of health care services;
  - 1.7.3 the patient violates the obligation of facilitation (e.g. does not allow the necessary analyses, procedures), or the obligation to provide information (e.g. does not disclose the necessary information to the health care professional);
  - 1.7.4 the provision of the health care service desired by the patient is not medically substantiated, or leads to a greater risk to the patient's life and health than failure to provide the health care service;
  - 1.7.5 the Hospital is not authorised to provide the patient with the desired health care service;
  - 1.7.6 the provision of the health care service endangers health care professionals / other specialists or the health or life of third parties;
  - 1.7.7 the patient is impolite with the staff, other patients or other people at the Hospital, treats them in a disrespectful manner or otherwise violates the generally accepted norms of conduct and the principles of acting in good faith, including uses physical violence.

## **2. Making an appointment**

- 2.1 An appointment for an outpatient visit, test, procedure or other service with a health care professional or other specialist (hereinafter referred to as services or health care services) can be made by the patient, their relative, legal representative, family doctor, medical specialist or other employee of the Hospital by phone by calling 666 1900 (Mon-Fri 7:15-18:00), at the Hospital reception desks or through the eBooking system.
  - 2.1.1 It is possible to make an appointment for rehabilitation services in the iPatsient patient portal.
  - 2.1.2 An appointment for the family school service can only be made by the patient themselves, using the electronic booking system on the Hospital's website [www.itk.ee/perekool](http://www.itk.ee/perekool).
- 2.2 An insured patient can make an appointment with a referral, except if the patient receives specialised medical care for a recent trauma, tuberculosis, eye disease (except for special cases), skin or venereal disease (except for special cases) or if the person receives gynaecological care, or if, due to the patient's health condition, the provider of specialist care leaves the patient for monitoring or treatment. A referral is not required for the provision of paid services, unless the provision of the service may endanger the patient's health (e.g. radiological tests, physical therapy procedures, etc.).
- 2.3 Appointment for an outpatient rehabilitation service can be made within one month of referral by a medical specialist of the East Tallinn Central Hospital. If no appointment is made within this period, the referral will expire. The patient can change the time of a referral-based appointment for rehabilitation services once. The appointment cannot be made again if the patient fails to notify of their non-appearance for rehabilitation services.
- 2.4 The patient may reschedule an appointment. Appointments can be rescheduled until noon on the working day preceding the day on which the health care service is to be provided.
- 2.5 The Hospital has the right to reschedule an appointment if:
  - 2.5.1 due to a work-related problem (such as a medical device malfunction, illness or other non-

scheduled absence from work of a health care professional), the provision of health care services is not possible at a given time and, in the opinion of the Hospital, it is possible in view of the patient's condition;

- 2.5.2 due to a conflict between the patient and the health care professional, the latter must be replaced;
- 2.5.3 the patient does not show up for the scheduled provision of health care services.

2.6 The Hospital informs the patient of the rescheduling no later than within one working day, using the contact details provided to the Hospital by the patient, and offers a new appointment as soon as possible.

### **3. Coming to an appointment / to the Hospital**

- 3.1 The patient must come to the appointment/Hospital at the time stated in the reminder and/or referral or at the time agreed.
- 3.2 When making an appointment for health care services, the patient must present an identity document at the reception desk or authenticate themselves using their personal identification card, Mobile ID or Smart ID in the patient portal and the self-service environment.
- 3.3 If the patient is late for an outpatient appointment, the Hospital has the right to refuse to provide health care services to the patient on the same day, if it is not possible for the health care professional/specialist to fulfil the obligation of the appointment in terms of work organisation without violating the rights of patients who have come to their appointments on time. If possible, the patient will be offered a new appointment.
- 3.4 If the patient does not appear at the Hospital for the provision of inpatient health care services at the agreed time, it is considered that the patient has renounced the provision of health care services.

### **4. Consent for provision of health care services**

- 4.1 Health care services are provided with the consent of the patient.
- 4.2 In the case of a patient with restricted active legal capacity, the consent is given by their legal representative (a parent with right of custody / a guardian appointed by the court in the case of a child, a guardian appointed by the court in the case of an adult), unless the patient is capable of considering the pros and cons in a responsible manner. If the decision of the legal representative clearly harms to the patient's interests, the Hospital will not follow the decision of the legal representative but will provide the patient with health care services in their best interests.
- 4.3 If the patient is unable to make decisions (unconscious or for any other reason not capable of expressing consent) and does not have a legal representative or the legal representative cannot be contacted, it is permitted to provide health care services without the patient's consent, if it is in the interests of the patient, and corresponds to their previously expressed or expected consent and if failure to provide immediate health care would endanger the patient's life or would significantly damage their health. The patient's previously expressed or expected consent is identified with the patient's relatives, as far as possible. The patient's relatives are informed of the patient's state of health, the provision of health care services and the possible dangers involved if this is possible in the circumstances. The relatives include a spouse of the patient, parents, children, sisters and brothers. The relatives may also include other people close to the patient if this is due to the patient's living arrangements.
- 4.4 The Hospital has the right to require the patient to formalise their consent in writing. The patient may withdraw their consent within a reasonable time after granting it. The withdrawal

of consent is always formalised in writing.

- 4.5 By way of exception, the Hospital may provide health care services without the consent of the patient if such a right arises from the law (e.g. necessary treatment for communicable diseases).
- 4.6 If the patient refuses to receive health care services, it is formalised in writing and the patient confirms it with their signature.

## 5. Payment for health care services

- 5.1 The patient pays for the provided health care services in accordance with the terms and conditions of the contract and the established price list of the paid services of the Hospital, except if the payment obligation is assumed by the Estonian Health Insurance Fund or any other person.
- 5.2 The Estonian Health Insurance Fund assumes the obligation to pay for health care services provided to a person covered by health insurance (who has health insurance from Estonia or another European Union Member State, a country belonging to the European Economic Area or the Swiss Confederation) (hereinafter referred to as an insured patient) under the following conditions:
  - 5.2.1 the provision of the health care service is medically indicated;
  - 5.2.2 the insured patient has a referral for the provision of the service (except in the cases specified in clause 2.2.);
  - 5.2.3 the service is included in the list of health care services of the Estonian Health Insurance Fund;
  - 5.2.4 an insured person from a Member State of the European Union, a country belonging to the European Economic Area or the Swiss Confederation presents an EU Health Insurance Card or an S2 or DA1 certificate before receiving the health care service;
  - 5.2.5 a citizen of the United Kingdom (UK) must submit a document proving their health insurance (UK Global HIC).
- 5.3 In the case of provision of outpatient specialised medical care, insured patients must pay an appointment fee of 5.00 euros:
  - 5.3.1 if the patient seeks an appointment with a medical specialist with a referral from a family doctor or, in the cases listed in clause 2.2, without a referral;
  - 5.3.2 if the patient has a repeat appointment with the same doctor and 90 days have passed since paying an appointment fee for an appointment with the same doctor;
  - 5.3.3 if the patient receives emergency care at the emergency medical centre or in the emergency room of the women's clinic (except if they are brought by the ambulance).
- 5.4 The obligation to pay the **appointment fee** arises immediately upon making an appointment, or upon registration for services at the emergency medical centre and at the emergency room of the women's clinic.
  - 5.4.1 The appointment fee is paid at the reception desk or upon making an appointment in the self-service environment. The appointment fee can be paid in cash or with a bank card at the reception desk and via a bank link in the self-service environment.
  - 5.4.2 Payment of the appointment fee is checked in the doctor's office.
  - 5.4.3 Patients who do not have a document proving that they are not required to pay the appointment fee are charged for their appointment.
  - 5.4.4 If the patient does not arrive at the agreed appointment for health care services and has not duly notified the Hospital of this in advance, the Hospital has the right to charge the patient a double appointment fee at the next appointment.
- 5.5 **No appointment fee is charged:**
  - 5.5.1 for patients up to the age of 19;

- 5.5.2 for pregnant patients upon presentation of their pregnancy passport;
- 5.5.3 for patients delivered by the ambulance;
- 5.5.4 in the case of emergency outpatient specialised medical care, immediately followed by the provision of inpatient health care services;
- 5.5.5 in the case of an appointment in the Hospital with a doctor of the same speciality as referred by a medical specialist of the East Tallinn Central Hospital;
- 5.5.6 in the case of an appointment in the Hospital with a doctor of another speciality, referred by a medical specialist of the East Tallinn Central Hospital;
- 5.5.7 in the case of an appointment with a medical specialist, referred by a specialist in the same field from another health care provider;
- 5.5.8 in the case of an outpatient visit subject to a fee (paid on the basis of the Hospital price list);
- 5.5.9 for a person who is in prison, house of detention and Tallinn Detention Centre.

## 5.6 **Bed day fee**

- 5.6.1 An insured patient must pay a bed day fee of 2.50 euros for each calendar day of inpatient care started during their hospital stay, but no more than for 10 calendar days per case.

### 5.6.2 **A bed day fee is not charged:**

- 5.6.2.1 for inpatient specialised medical care related to pregnancy and childbirth;
  - 5.6.2.2 for persons under 19 years of age for inpatient specialised medical care;
  - 5.6.2.3 for intensive care;
  - 5.6.2.4 for day care and day surgery services;
  - 5.6.2.5 upon provision of an independent inpatient nursing service with the patient's own contribution;
  - 5.6.2.6 for paid inpatient health care services;
  - 5.6.2.7 for inpatient chemotherapy;
  - 5.6.2.8 in the case of re-hospitalisation within 30 days of the end of the initial hospitalisation, if the reason for the re-hospitalisation is a treatment complication that has occurred in the Hospital;
  - 5.6.2.9 for the caregiver of a child under the age of one while in Hospital;
  - 5.6.2.10 in the event of the patient's death during treatment;
  - 5.6.2.11 for the provision of specialised inpatient medical care to persons in prison, house of detention or Tallinn Detention Centre.
- 5.6.3 **The invoice for the bed day fee** can be paid in cash or by bank card at any of the Hospital reception desks immediately after leaving the department, or, in exceptional cases, later on via the iPatient patient portal or by bank transfer; the deadline for payment is one (1) calendar day.

## 5.7 **Patient's own contribution for health care services**

- 5.7.1 An insured person must pay their own contribution for health care services provided to them at the rate set out in the Estonian Health Insurance Fund's list of health care services as follows:
  - 5.7.1.1 an artificial abortion at the patient's request – 30%;
  - 5.7.1.2 a medication abortion at the patient's request – 50%;
  - 5.7.1.3 bed day for an independent inpatient nursing service – 10%;
  - 5.7.1.4 enteral feed 1000 kcal – 50% (in the case of home treatment);  
oral nutritional supplements 600 kcal – 25% (in the case of home treatment, except for hereditary metabolic diseases).

## 5.8 **Payment for services subject to a fee**

### 5.8.1 Payment for visits subject to a fee

- 5.8.1.1 If the patient, whether or not insured, makes an appointment for a paid visit and is assigned tests or procedures during the visit or admitted for inpatient care, except in cases involving emergency care, the patient must pay for all the services provided according to the

Hospital's price list.

- 5.8.1.2 Upon the provision of paid health care services and/or related services, the patient will be informed of the amount to be paid before or during the provision of the service, including the amount of the advance payment and the term for payment.
- 5.8.1.3 The Hospital reserves the right to change the price list. When changing the price list, the price valid at the time of providing the service applies to the patient, unless the patient has paid for the service immediately in advance when making the appointment.
- 5.8.1.4 The cost of an appointment booked via the eBooking system must be paid before the appointment at the reception desk.
- 5.8.1.5 Rehabilitation services booked via the iPatsient patient portal must be paid for immediately in the portal.
- 5.8.1.6 Payment for the family school service is made using the electronic reservation system on the hospital's website.
- 5.8.2 Payment for tests, procedures and other services subject to a fee
  - 5.8.2.1 An invoice is prepared and issued to the patient for tests and/or procedures and repeat appointments immediately during the appointment, or the booking for the appointment and the order of tests and procedures is made electronically and the patient pays at the reception desk on the basis of an invoice before the test or procedure.
  - 5.8.2.2 As an exception, the patient will be invoiced after all the ordered tests/procedures have been performed and the results have been announced either at a repeat visit, in the iPatsient patient portal or by e-mail.
  - 5.8.2.3 The results of the tests/procedures will be communicated to the patient at a repeat visit or by other agreed means.

## **6. Rights and obligations of parties**

### **6.1 The Hospital is required to:**

- 6.1.1 provide the patient with outpatient or inpatient health care services, as medically indicated, in accordance with the general state of medical knowledge at the time of provision of the services. The Hospital cannot promise the patient's recovery or the success of the test/surgery; at the discretion of the health care professional or another specialist and upon agreement with the patient, consultations may be provided to the patient by telephone or e-mail. Health care services are not provided via text message, Facebook messages or other social networks, or without a prior examination of the patient by a health care professional;
- 6.1.2 provide the service in the Estonian language. In agreement with a health care professional/specialist, communication between the patient and the given health care professional/specialist may also take place in another language;
- 6.1.3 inform the patient about the results of their examination and state of health, any diseases and their course, the nature and purpose of the health care service offered, the risks and consequences of providing it, and of other possible and necessary health care services, as well as the possibility to get information from a health care professional/specialist both before and during the provision of health care services;
- 6.1.4 document the provision of health care services in accordance with the applicable requirements.

### **6.2 The Hospital has the right to:**

- 6.2.1 charge a contractual penalty from the patient in the amount of the appointment fee, advance payment or the cost of the booked health care service if:
  - 6.2.1.1 the patient fails to appear at the agreed time for the provision of the health care service and fails to duly notify the Hospital of their non-appearance in advance;
  - 6.2.1.2 the patient violates the terms and conditions of the contract for the provision of health care services;
- 6.2.2 charge the patient interest on arrears at a rate of 0.1% per day of delay in payment until the

amount is paid in full. The Hospital has the right to assign claims against the patient to a company providing debt collection services;

6.2.3 not refund the appointment fee if the patient leaves the emergency medical centre or the emergency room of the women's clinic at their own risk before receiving the health care service.

**6.3 The patient has the right to:**

6.3.1 cancel an appointment without giving a reason;

6.3.2 change the family school service no later than 3 hours before the service is provided in the electronic reservation system, choosing a new appointment time from among services with the same cost. It is not possible to change the bookings later and the cost of the service will not be refunded.

6.3.3 privacy when receiving health care services;

6.3.4 the maintenance of confidentiality of their information by the Hospital. The Hospital does not disclose the patient's data to unauthorised persons, except in agreement with the patient or if required by law;

6.3.5 a respectful attitude on the part of the Hospital staff towards themselves and the persons close to them;

6.3.6 receive high-quality health care services;

6.3.7 choose between different health care services, refuse to receive health care services;

6.3.8 provide feedback regarding the provision and organisation of health care services and related services.

**6.4 The patient is required to:**

6.4.1 to the best of their ability, disclose all circumstances necessary for the provision of health care services and provide the assistance that health care professionals or other specialists need for providing the service;

6.4.2 appear at the time and place agreed for the provision of the health care services;

6.4.2.1 if the patient is unable to appear at the agreed time and place for receiving health care services, the patient must notify the Hospital until noon of the previous working day either by phone by calling 666 1900 or any other phone number specifically agreed on weekdays, or by e-mail to the address [loobumine@itk.ee](mailto:loobumine@itk.ee), or cancel the appointment via the eBooking system;

6.4.2.2 in the event that a nuclear medicine procedure is provided, the patient is obligated to give notice of their non-appearance at least 24 hours before the start of the service to the e-mail address [nukleaar@itk.ee](mailto:nukleaar@itk.ee) or in another manner specifically agreed between the patient and the attending doctor. In such case, the patient is offered a new appointment;

6.4.3 comply with the medically reasoned treatment and prescriptions assigned by a health care professional both during and after the provision of health care services;

6.4.4 follow the Hospital's house rules and any other requirements that patients may have been notified of during their stay on the premises of the Hospital (e.g. the obligation to wear a mask).

**7. Personal data processing**

7.1 The processing of personal data in the Hospital is subject to the General Data Protection Regulation, the Personal Data Protection Act and other legislation. The processing of personal data in the Hospital is described in the Terms of Data Protection of the East-Tallinn Central Hospital.

7.2 In accordance with the law, the relatives of a patient in hospital have the right to receive information about them if the relatives have been identified in a reliable manner, unless the patient has prohibited the disclosure of their data. The Hospital gives information about a





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patient by telephone only as an exception or if the health care professional and the patient/relative have agreed on the provision of information by telephone.