

**MATERNITY SERVICE CONTRACT**

No: ..... CTCSTS/VINMEC- PQ/20...

- Pursuant to current legal regulations;
- Pursuant to demands and capacities of parties

Today, date....month.....year....., in Phu Quoc, we, the undersigned:

**Service Provider: KIEN GIANG BRANCH – VINMEC INTERNATIONAL GENERAL HOSPITAL JOINT STOCK COMPANY**

- Address: Long Beach, Ganh Dau Commune, Phu Quoc District, Kien Giang Province
- Tel: (+84) 773985588 Fax: (+84) 773985566
- Tax code: **0106050554-003**
- Represented by: Ms. **Dinh Xuan Diem** - Title: Acting Director Vinmec Phu Quoc International General Hospital  
(Authorization No: 510/2016/GUQ-CT-VINMEC JSC)
- 1<sup>st</sup> A/C no : 7531000093567 at Joint Stock Commercial Bank for Investment and Development of Vietnam – Phu Quoc Branch.
- 2<sup>nd</sup> A/C No: 0091000606671 at Joint Stock Commercial Bank for Foreign Trade of Vietnam – Phu Quoc Branch.  
( Hereinafter referred to as “**Party A**”)

And

**Client:**

- Full name:.....
- Date of birth: Nationality
- ID card No./ Passport No.: Date of issue by
- ID number at hospital:.....
- Estimated time of giving birth:.....
- Resident address: .....
- Telephone:.....Mobile:.....  
(Hereinafter referred to as “**Party B**”)

Party A and Party B are individually referred to as “Party” and collectively, as “Parties”

The Parties hereby mutually agree to enter into the Maternity Service Contract (“**Contract**”) with the following terms and conditions:

**Article 1. Content of Contract**

Party B has a need and Party A agrees to provide maternity services (“**Services**”) at Vinmec International General Hospital (“**Hospital**”) in accordance with the Maternity Care Package (“**Package**”) and this Contract.

**Article 2. Contents of Services**

2.1. Normal Delivery / Caesarean: Subject to medical history of the Party A, Party B shall make decision on Normal Delivery or Cesarean.

2.2. Epidural anesthetic: Party's A obstetrician shall recommend Party B to use epidural anesthetic if necessary.

2.3. Difficult delivery: Party's A obstetrician shall decide and indicate the intervention required to use epidural anesthetic. Party B will be charged an additional fee for this service, excluded from the Service Fee as prescribed at Article 3 hereof.

2.4. Service Choice:

Party B shall select type of Services by marking (x) into one of the following boxes, up on Party B's decision:

Maternity Care Packages	Single pregnancy	Twin pregnancy
Maternity package from the 12 <sup>th</sup> week of pregnancy	<input type="checkbox"/>	<input type="checkbox"/>
Maternity package from the 27 <sup>th</sup> week of pregnancy	<input type="checkbox"/>	<input type="checkbox"/>
Maternity package from the 36 <sup>th</sup> week of pregnancy	<input type="checkbox"/>	<input type="checkbox"/>
Maternity package and epidural anesthetic caring	<input type="checkbox"/>	<input type="checkbox"/>

*(Note: Services, Service Fee and details of the Packages attached as appendixes of this Contract may be amended or supplemented by Party A from time to time in accordance with Party A's technical conditions and service provision situation, the applicable laws and/or in order to improve the Packages' quality. The amendment or supplement shall take effect immediately without Party B's prior consent).*

### **Article 3. Service Fee**

3.1. Service Fee for Packages attached hereto shall include fees for the following:

- a) All Services of the respective Package selected by Party B
- b) Medicines and consumable materials included in the Package;
- c) Epidural anesthetic service fee (Normal Delivery) (if any)/ anesthetize (Caesarean) (if any)

3.2. Service Fee excludes the following:

- a) Medical treatment and hospitalization fees before delivery other pathologies, such as (bleeding, discharge of amniotic fluid, threat of premature birth, etc.);
- b) Medical treatment fees for other pathologies and expenses excluded in the respective Package selected by Party B;
- c) Medical treatment fees for maternity complication during using the Services or after hospitalization;
- d) Medical fees for blood transfusion; consumable and medications;
- e) Fees for tuberculosis (BCG) vaccination, Hepatitis B vaccination, Newborn hearing screening; fee for obstetrician and time of delivery selection, etc.;
- f) Fee for further stay after delivery in the hospital required by Party B or under the instruction of obstetrician;
- g) Medical treatment fees for other pathologies or complication of new-born baby during or after hospitalization;
- h) All additional fees for services excluded in the respective Package selected by Party B.

3.3. For avoidance of doubt, in case Party B uses the Services provided in Article 3.2, or there is a change of Services of Packages attached hereto (although it is Party B's selection and Party A so agrees or it is Party A's own decision), applicable fees will be based on Party A's price list at the time of the services use/change and Party B shall pay the fees under the new price list (if any).

### **3.4. Non-refunding cases**

- a) Party B has not fully used all Services of the selected Package under instruction of the obstetrician or subject to special situation of maternity.

- b) Party B refuses to use one or a number of services of the selected Package
- c) Party B decides to leave the hospital earlier than the requirement of the selected Package
- d) Maternity complication during Services' use

### **3.5. Refunding cases**

If Party B is advised by Party A's obstetrician to move to another specialized hospital or medical unit other than Vinmec medical system, Party A will refund the Service Fees to Party B after deducting the actual incurred expenses (if any).

### **Article 4. Payment method**

Party B shall pay 100% Service Fees immediately after signing this Contract or before the first pregnancy exam at Party A's Hospital at the latest. Service Fees shall not be refunded except the cases being regulated in Article 3.5 hereof.

Arising expenses during hospitalization (if any) shall be paid in advance and before Party B's discharge.

### **Article 5. Party A's rights and obligations**

5.1 To require Party B to fulfill payment obligations under the Contract;

5.2 To provide additional services excluded from the Package if Party B requires and Party A considers suitable and necessary.

5.3 To transfer Party B to another specialized hospital/department in case of necessity based on proposal of obstetricians and/ or pediatricians who are in charge of Party B's case.

5.4 To comply with regulations of the Ministry of Health and other relevant legal provisions of Vietnam during provision of Services to Party B.

5.5 Not to be responsible for objective risks due to Party B's pathology during medical check, normal delivery/ Caesarean, treatment and hospitalization or due to complication, risks which are not result from medical malpractice of Party A.

5.6 In case Party B is required to be transferred to another hospital under an obstetrician's proposal, Party A is responsible for ensuring that Party B is accompanied by qualified personnel and adequate necessary equipment during transportation to maintain the highest possible safety standards.

5.7 The other rights and obligations under the law.

### **Article 6. Party B's rights and obligations**

6.1 To require Party A to fulfill obligations related to the Services provision as defined in Article 1 hereof.

6.2 To provide Party A with adequate and accurate information per request, including but not limited to personal record, medical history, contact and other necessary information required by Party A from time to time and fully cooperate with Party A's physician.

6.3 To follow treatment recommendations and instructions; to comply and have her family's members complied with the Hospital regulations.

6.4 To fully pay Party A Service Fees and any expense arising from or related to the use of the services that are not included in the selected Package.

6.5 For a certain time, Party B shall not be concurrently entitled to different rights and benefit i.e. discount/promotion; discounted/promotional services or services paid by Party B's health insurance and/or other preferential programs of Party A (if any).

6.6 If Party B has a national health insurance card and healthcare insurance cards of insurance companies which has signed direct payment guarantee agreements with Party A (direct billing), Party B shall be entitled to other discount/preferential rights (if any) after Party A has completed payment confirmation procedures with such insurers).

6.7 By providing Party A with information, using one or some services of a Package and signing on this Contract, it can be understood that Party B agrees to participate in the Package and undertake to fulfill all obligations thereof, this Contract, internal regulations of Party A.

6.8 To be obliged to contact Party A's Call Center or Receptionist to inform and confirm of examination, ultra-sound or testing at least one (01) day before the intended visit. In case of absence, Party B must contact Party to cancel the confirmed appointment and schedule another one to ensure its benefit.

6.9 To entitled free of charge antenatal courses organized by Party A.

### **Article 7. Force Majeure**

Neither Party shall be liable or deemed to be in default for any delay or failure in performance of obligations under this Contract if it is result from objective reasons beyond the control of such Party, including but not limited to acts of God, flood, acts of state authority, war (regardless of declaration or not), terrorism, fires, explosions, earthquakes, floods, regulatory delay or restraint, etc ("**Force Majeure Event**"). The Party who is affected by a Force Majeure Event shall notify the other Party of such Event and possible remedies within 10 days thereof. Should any Party fails to conduct its obligation hereof within 02 months due to the Force Majeure Event, a Party is entitled to terminate this Contract without liability to the other. Party A shall be paid service fee of respective services provided to Party B before the Force Majeure Event.

### **Article 8. Settlement of disputes**

8.1 Any dispute arising out of or in relation to this Contract shall be settled through amicable negotiation and reconciliation.

8.2 In case the Parties fail to reach an agreement, all contradictions, disputes or claims arising out of or in relation to this Contract shall be finally settled by a competent court in accordance with the laws of Vietnam.

### **Article 9. Termination the Contract**

9.1. The Contract shall be terminated in any of the following cases:

- a) The Parties mutually agree to terminate this Contract.
- b) Party B has been appointed by Party A's obstetrician to transfer to another specialized hospital/medical unit other than Vinmec medical system.
- c) The Parties have fully fulfilled their obligations hereof.
- d) A Party unilaterally terminates this Contract in accordance with this Contract.

9.2. If Party B unilaterally terminates the Contract, Party A will not refund Service Fees except for the following cases and only if Party B has given a notice to Party A of non-use of services plus related legal evidence:

- If Party B is in a province far from Vinmec while being labour and must go to another hospital for giving birth.
- Party B moves to another province due to her job requirements or goes abroad for giving birth.
- Party B is transferred to a higher level of healthcare unit due to its demand/need with agreement of Party A's obstetrician.
- Other cases subject to Party A's approval.

In these cases, Party A will refund to Party B the actually paid service fee after deducting:

- i. Fee for services used by Party B which is calculating according to the price list at the date at which the Contract is unilaterally terminated by Party B.
- ii. A penalty and reimbursement, which is equivalent to 15% of the Package's price due to Party B's unilateral termination of the Contract.

9.3. Party A may terminate the Contract without prior notice if Party B violates any obligations as stated in Article 6 hereof. Accordingly, Party A is entitled to stop providing Services and refund Party B the actually paid service fee after deducting:

- i. Fee for services used by Party B which is calculating according to the price list at the date at which the Contract is terminated.
- ii. A penalty and reimbursement, which is equivalent to 15% of Package's price.

**Article 10. Miscellaneous**

10.1 This Contract shall take effect from the signing date until being terminated in accordance with Article 9 hereof.

10.2 All annexes, commitment, notice and transactional documents during the Contract performance between the Parties shall form integral parts of the Contract.

This Contract is made in two (02) original with equal validity. Each Party keeps one (01) copy for implementation.

**Party A**  
**Acting Director**

**Party B**

**Dinh Xuan Diem**

**THE ANNEX**

**MATERNITY CARE PACKAGES**

( Attached with the Contract No..... CTCSTS/VINMEC-TC/20...)

**1. The content and benefits**

Content	Benefits	12 weeks		27 weeks		36 weeks		Begin labour		
		Single pregnancy	Twin pregnancy	Single pregnancy	Twin pregnancy	Single pregnancy	Twin pregnancy	Single pregnancy	Twin pregnancy	
<b>I.Prenatal Care</b>	1.Consultation with the fixed opening hours by obstetrician (excluding the fee of emergency, and check outside working hours before labour)	11 times	13 times	8 times		5 times		1 time		
	2.Examination by anesthesiologist	1 time		1 time		1 time		1 time		
	3.Consultation Other specialists during maternity	According to instruction by obstetrician (maximum 01 time)						Excluded		
	4. 2D ultrasound	7 times: * Week 26 <sup>th</sup> , 36 (Doppler ultrasounds ) *Week 34,37, 38,39, 40		7 times: * Week 26 <sup>th</sup> , 36 (Doppler ultrasounds ) *Week 34,37, 38,39, 40		5 times: * Week 36 <sup>th</sup> (Doppler ultrasounds ) *Week 37, 38,39, 40		1 time		
	5. 4D ultrasound	4 times: * From 11 <sup>th</sup> to 14 <sup>th</sup> week * From 17 <sup>th</sup> to 19 <sup>th</sup> week *From 20th to 23 th week *From 31st to 34th week		1 time: *From 31st to 34th week		Excluded		Excluded		
	6. Monitoring Fetal-heart sound.	4 times, week 37,38,39,40 (Monitoring Fetal-heart sound uterine contractions)						1 time		
	7. Tetanus Vaccination	According to instruction by obstetrician				Excluded				
	8. Routine blood tests									
	Blood Grouping Test for the mother	1 time	1 time	1 time		1 time		1 time	1 time	
	Blood Grouping Test for the baby after birth.	1 time	1time (for each baby after birth)	1 time	1time (for each baby after birth)	1 time	1time (for each baby after birth)	Excluded		
	Complete blood counts	3 times		2 times		1 times		1 time		
	Quick urine test	9 times		6 times		4 times		1 time		
	Diagnostic Tests for Hepatitis B virus Infection (Antigen &	1 time		1 time		1 time		1 time		

	Antibody) HbsAg Auto Immune, Anti- HBs							
	Treponema Pallidum Hemagglutination Assay (TPHA)	1 time		1 time		1 time		1 time
	Test for HIV	1 time		1 time		1 time		1 time
	Double Test or Triple Test	1 time	Excluded					
	Glucose Test	1 time		1 time		1 time		1 time
	GOT,GPT test if HBsAg (+)	1 time		1 time		1 time		1 time
	Test for Creatine, Ure	1 time		1 time		1 time		1 time
	The activated partial thromboplastin time test(PT APTT)	1 time		1 time		1 time		1 time
	Test for Rubella IgG & IgM	1 time	Excluded					
	Test for Toxoplasma IgG & IgM	1 time	Excluded					
	Test For CMV Igg & CMV IgM	1 time		1 time		1 time		1 time
	Test for virus(included Streptococcus B)	1 time		1 time		1 time		1 time
	HGPO (75g)	1 time		1 time	Excluded			
	Urinalysis	2 times		2 times		1 time		1 time
<b>II.Delivery Services</b>	Normal delivery	Prenatal expenses (up to 12 hours during labor time )						
		Labor ward expenses						
		Midwifery expenses						
		Epidural anesthesia expenses (According to instruction by obstetrician (if any))						
	Caesareans	Prenatal expenses (up to 12 hours during labor time )						
		Caesareans expenses/Taking fetal surgery.						
		Cost of operating room						
		Cost of anesthetic						
	1. Injections of vitamin K for the baby.	1 time	1 time (for the baby)	1 time	1 time (for the baby)	1 time	1 time (for the baby)	Excluded
	2. Newborn screening tests 17OHP; TSH Quantitative; G6PD	1 time	1 time (for each baby)	1 time	1 time (for each baby)	1 time	1 time (for each baby)	Excluded
	3.A postnatal	1 time		1 time		1 time		1 time

	examination after birth for mother by obstetrician. (within 30 days after delivery with appointment)							
	4.A postnatal examination after birth for mother by pediatrician . (within 30 days after delivery with appointment)	1 time	1 time (for each baby)	1 time	1 time (for each baby)	1 time	1 time (for each baby)	Excluded
<b>Medicine, supplies consumed during childbirth and postnatal care:</b> maximum of 1,700,000 (one million seven hundred thousand) for a normal delivery and 2,550,000 (two million five hundred fifty thousand) for a caesarean delivery.								
<b>Retention time of postpartum at the standard room</b> (1 day hospitalization period is calculated as 24 hours starting from the moment that customers move from labor ward/operating room to inpatient room)								
Normal Delivery		2 days		2 days		2 days		2 days
Cesarean		5 days		5 days		5 days		5 days

## 2. Service price list

Maternity Service	12 weeks		27 weeks	
	Single pregnancy	Twin pregnancy	Single pregnancy	Twin pregnancy
Normal delivery	27.000.000	34.000.000	23.000.000	28.000.000
Caesareans( the first time)	34.000.000	40.000.000	29.000.000	34.000.000
Caesareans( the second time)	36.000.000	42.000.000	31.000.000	36.000.000
Caesareans(the third time)	37.000.000	44.000.000	33.000.000	38.000.000

Maternity Service	36 weeks		Begin labour	
	Single pregnancy	Twin pregnancy	Single pregnancy	Twin pregnancy
Normal delivery	21.000.000	25.000.000	16.000.000	19.000.000
Caesareans( the first time)	27.000.000	31.000.000	22.000.000	24.000.000
Caesareans( the second time)	29.000.000	33.000.000	24.000.000	26.000.000
Caesareans(the third time)	31.000.000	35.000.000	26.000.000	28.000.000



