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## **General Terms and Conditions (Ts&Cs)**

### **Article 1 Area of Application**

Unless agreed otherwise, the Ts&Cs shall apply to contractual relationships between Sachsenhausen Hospital and the patients for inpatient, day-patient and pre-and post-inpatient hospital services.

### **Article 2 Legal Relationship**

- (1) The legal relationships between the hospital and the patient are governed by private law.
- (2) The Ts&Cs shall be effective for patients in accordance with Articles 305 ff. of the German Civil Code if the patients
  - have this explicitly pointed out to them or - if an explicit reference is disproportionately difficult due to the nature of the contract conclusion - by means of a clearly visible notice at the place where the contract is concluded,
  - could reasonably gain knowledge of their content, also taking account of a physical disability of the other contracting party that is apparent to the user of the Ts&Cs,
  - have agreed to their validity.

### **Article 3 Scope of Hospital Services**

- (1) The inpatient, day-patient and pre- and post-inpatient hospital services comprise the general hospital services and the optional services.
- (2) General hospital services are those services that are necessary for the medically appropriate and satisfactory care according to the nature and severity of the patient's illness, taking into account the capacity of the hospital. Under these conditions, this also includes:
  - a) the measures conducted during a hospital stay for the early diagnosis of diseases within the meaning of German Social Code Book V (SGB V),
  - b) third-party services instigated by the hospital,
  - c) admission of a carer for the patient that is necessary for medical reasons,
  - d) the special services of tumour centres and oncology centres for the inpatient care of patients with cancer,
  - e) early rehabilitation within the meaning of Article 39 para. 1 sentence 3 SGB V,
  - f) support for cross-sectoral care, transition to care after hospital treatment, by means of an established discharge management system (Article 39, para. 1a SGB V).
- (3) Optional services are the hospital services listed in detail in Article 6 of these General Terms and Conditions.
- (4) The following are not included in general hospital services
  - a) dialysis if treatment of this kind is being continued, the hospital does not have its own dialysis machine and there is no connection to the reason for hospital treatment.

- b) the services of the visiting physicians, visiting midwives,
  - c) aids that are given to the patient at the end of the hospital stay (e.g. prosthetics, underarm crutches, wheelchairs),
  - d) a post-mortem examination and issuing a death certificate,
  - e) services that according to the decision of the Federal Joint Committee in line with Article 137 c SGB V may not be provided at the expense of the statutory health insurance funds,
  - f) interpreting costs.
- (5) The contractual offering of the hospital covers only those services for which the hospital is equipped in terms of staff and material within the scope of its medical objectives. No pregnancy terminations are carried out except in the case of a medical indication of a risk to the life of the pregnant woman or the risk of damage to health.

#### **Article 4**

##### **Admission, Transfer, Dismissal**

- (1) Within the scope of the hospital's capacity, anyone who needs inpatient or day-patient hospital treatment shall be admitted. The order of admission shall be based on the severity and urgency of the illness.
- (2) Anyone who needs immediate treatment due to immediate risk to life or if there is a risk of a dangerous deterioration of his illness (emergency) shall be provisionally admitted to the hospital - including beyond the quality and quantity capacity of the hospital - until his transfer to another suitable hospital has been ensured.
- (3) A carer shall be admitted if this is medically necessary for the patient's treatment in the view of the visiting physician and accommodation in the hospital is possible. Furthermore, a carer may be admitted upon request as part of optional services if sufficient accommodation is available, smooth running of the hospital is not affected and medical reasons are not against this.
- (4) If there is a medical need (especially in emergencies) patients can be transferred to another hospital. The transfer shall be agreed with the patient in advance - where possible. According to Article 60 SGB V, a transfer to a hospital near the patient's home at the request of the patient with statutory health insurance at the expense of the statutory health insurance company where a flat rate is charged shall depend on the consent of the statutory health insurance company if the transfer is not required for urgent medical reasons.

If the statutory health insurance company refuses to give its consent, the transfer shall take place only at the explicit wish and own expense of the patient. The hospital shall inform the patient of this:

- (5) The following shall be discharged:
  - a) anyone who no longer requires hospital treatment in the view of the visiting hospital doctor or
  - b) explicitly wants to be discharged.If the patient insists on discharge against medical advice, or if he leaves the hospital without authorisation, the hospital shall not be liable for the consequences. A carer will be discharged if the conditions of paragraph 3 above no longer apply.
- (6) If no post-inpatient treatment is started, the hospital service obligation from the treatment contract shall end upon discharge.

#### **Article 5**

##### **Pre- and Post-Inpatient Treatment**

- (1) In the case of a prescription of hospital treatment (admission to hospital), the hospital may treat patients without accommodation and food in medically appropriate cases in order to
  - a) ascertain the need for inpatient treatment or to prepare for inpatient treatment (pre-inpatient treatment),
  - b) to ensure or consolidate the success of treatment following inpatient treatment (post-inpatient treatment).

- (2) Pre-inpatient treatment, which must not exceed three treatment days within five days before the start of inpatient treatment, shall be ended
  - a) upon admission of the patient to inpatient treatment,
  - b) if it becomes apparent that inpatient hospital treatment is not necessary or only outside the pre-inpatient time frame,
  - c) if the patient explicitly requests termination or discontinues the treatment. In cases b) and c), the treatment contract shall also end.
- (3) Post-inpatient treatment, which must not exceed seven treatment days within fourteen days after the end of inpatient treatment, shall be ended
  - a) if the success of the treatment has been ensured or consolidated in the view of the hospital doctor,  
or
  - b) if the patient explicitly requests termination or discontinues the treatment.The treatment contract shall also end at the same time.

The deadline of fourteen calendar days may be extended in medically justified individual cases in agreement with the referring physician. Any medical treatment required outside the hospital during the pre- and post-inpatient treatment shall be ensured within the context of the service guarantee by the doctors participating in the German ambulatory reimbursement system and is not the subject of the hospital services.
- (4) Any medical treatment required outside the hospital during the pre- and post-inpatient treatment shall be ensured within the context of the service guarantee by the doctors participating in the German ambulatory reimbursement system and is not the subject of the hospital services.
- (5) The hospital shall inform the referring physician without undue delay of the patient's pre- and post-inpatient treatment and also inform him and any doctors involved in further treatment of the control check-up and its results.

#### **Article 6 Optional Services**

- (1) The following optional services may be agreed between the hospital and patient within the personal and material scope of the hospital and in accordance with the more detailed provisions of the pay scale - provided that the general hospital services are not impaired as a result - and invoiced separately:
  - a) the medical services of all of the hospital staff doctors involved in the treatment, provided that they are entitled to charge for their services separately, including the services of doctors or facilities led by doctors outside the hospital instigated by these doctors. This shall also apply to the following, provided that they are invoiced by the hospital:
  - b) accommodation in a single or two-bed room.
  - c) accommodation and food for a carer.
- (2) In cases of childbirth, the use of optional services by the mother shall not be extended to healthy newborn babies. A separate optional services agreement shall be required for the healthy newborn baby.
- (3) Optional services must be agreed in writing prior to provision.
- (4) The hospital may refuse to conclude an optional services agreement with patients who did not pay the costs of a previous hospital treatment, or paid extremely late.
- (5) The hospital may end optional services immediately if this is necessary to perform the general hospital services for other patients. Otherwise, the agreement may be terminated by the patient on any day for the end of the following day; the agreement may be terminated by either party without notice for important reasons.
- (6) In the departments, agreements on medical services provided by visiting physicians, consultants or third-party medical facilities - even if optional services have already been agreed with the hospital - shall not be made with the hospital, but with the visiting physician, the consultant or the third-party facility.
- (7) If optional services have been agreed, the hospital may demand appropriate advance payments or appropriate deposit payments.

**Article 7  
Fee**

The fee for the hospital services shall be based on the statutory requirements and the DRG pay rates in the currently valid version, which is a component of these Ts&Cs. Where hospital services are invoiced using Diagnosis Related Groups — DRG, the specific fee is based on the individual circumstances of the illness (main diagnosis, procedures carried out, secondary diagnoses, severity classification, base rate, etc.). The basis for assessment is the DRG system applicable in Germany at the time as well as the associated invoicing rules.

**Article 8  
Invoicing the Fee for  
People with Statutory Health Insurance and People entitled to Medical Care**

- (1) If a public sector body (e.g. Statutory health insurance company, etc.) is required to pay the fee for the hospital services according to the applicable statutory regulation, the hospital shall invoice this body directly. At the hospital's request, the patient shall submit written consent to pay from the body paying his fees, which comprises all of the services that are necessary in the specific case for medical care in hospital according to the nature and severity of the illness.
- (2) People with statutory health insurance who are over the age of 18, shall pay a surcharge from the start of inpatient hospital treatment for a maximum of 28 days within a calendar year according to Article 39 para. 4 SGB V, which the hospital will transfer to the health insurance company. More details can be found in the DRG pay rates.
- (3) People with statutory health insurance who are undergoing hospital treatment within the meaning of Article 39 para. 1 SGB V and who declare that they want to be informed of the services provided by the hospital and the fees paid by the health insurance fund for this, will receive such written information within four weeks of the end of hospital treatment, provided that they or their legal representative explicitly declare this to the hospital administration by two weeks after the end of treatment at the latest.

**Article 9  
Invoicing the Fee for Self-Paying Patients**

- (1) If the patient has no statutory health insurance or if optional services are purchased that are not included in the statutory health insurance cover, under the current statutory provisions there is no service obligation for a public sector body (e.g. statutory health insurance company). In this case, the patient is a self-payer as far as the hospital is concerned.
- (2) Self-paying patients are required to pay the fee for hospital services. If the patient, as a party insured by private health insurance, avails himself of the option of direct invoicing between the hospital and the private health insurance company, invoices shall be issued directly to the private health insurance company. Direct invoicing of this kind requires the insured party to give his consent, which may be revoked at any time, and that the data according to Article 301 SGB V are transmitted to the private health insurance company in a machine-readable form.
- (3) Interim invoices may be issued for hospital services. After the end of the treatment, a final invoice shall be issued.
- (4) We reserve the right to retrospectively charge for services not included in the final invoice and to correct errors.
- (5) The invoiced amount shall be due upon receipt of the invoice.
- (6) In the event of late payment, default interest in the amount of five percentage points above the base rate per year (Article 288 BGB) may be charged. Furthermore, reminder fees in the amount of €10.00 may be charged unless the patient proves that no, or hardly any, damage has been incurred.

- (7) Offsetting against disputed or not legally established claims shall be excluded.

#### **Article 10**

##### **Advance Payments/Deposit Payments**

- (1) If the hospital does not invoice on the basis of the Diagnosis Related Groups (DRG) according to Article 5 17 b of the German Hospital Financing Act, it may demand appropriate advance payments for hospital stays that will probably last for longer than one week. If there is written consent to pay from social service providers, other public sector providers or private health insurance companies, advance payments may only be requested from these bodies.
- (2) If the hospital invoices on the basis of the Diagnosis Related Groups (DRG) according to Article 17 b of the German Hospital Financing Act, it may request an appropriate advance payment for hospital stays and if no evidence of health insurance cover has been provided.
- (3) From the eighth day of the hospital stay, the hospital may request an appropriate deposit payment, the level of which is based on the services already provided in conjunction with the fees that will probably have to be paid (Article 8 para. 7 German Hospital Financing Act KHEntgG).

#### **Article 11**

##### **Leave of Absence**

During inpatient treatment, patients may be granted leave of absence only for urgent reasons and with the consent of the senior consultant.

#### **Article 12**

##### **Medical Interventions**

- (1) Interventions in the physical and emotional well-being of the patient will be made only after the meaning and significance of the intervention have been explained to him and he has given his consent.
- (2) If the patient is not capable of giving his consent, the intervention shall be made without explicit consent if the responsible hospital doctor believes it is necessary without undue delay to avert an imminent risk to life or an imminent serious impairment of the patient's health (3). Paragraph 2 shall apply accordingly to a patient with limited capacity or incapable patient whose legal representative cannot be reached, or cannot be reached on time, or whose declaration of will against the intervention is irrelevant with respect to Article 323 C of the German Penal Code (StGB).

#### **Article 13**

##### **Post-Mortem Examination**

- (1) A post-mortem examination can be carried out if
  - a) the deceased consented to it when he was alive, or
  - b) the deceased's close relative (para. 3) who can be reached, one of them if there are several with the same degree of proximity, approves and the hospital doctor has not become aware of a different wish on the part of the deceased.
- (2) No post-mortem examination may be conducted on deceased people who belong to a community that repudiates post-mortem examinations, unless the deceased gave consent when he was alive.
- (3) Close relatives within the meaning of paragraph 1 are the following in the order listed:
  - the spouse or civil partner,
  - children over the age of majority (or adopted children),

- parents (in the case of adoption, the adoptive parents) or, if the deceased was a minor at the time of death and was in the care of only one parent, a guardian or a carer at this time, this care provider,
- siblings over the age of majority
- grandparents.

If there are several relatives of the same degree, it is sufficient if one of them is involved and makes the decision. If a priority relative cannot be reached within an appropriate time, the involvement and decision of the next level relative who can be reached first shall suffice. A person over the age of majority who was obviously in a close relationship with the deceased up to his death is equivalent to a close relative; he shall stand alongside the next of kin. If the deceased has transmitted the decision about a post-mortem examination to a specific person, this person shall act instead of the next of kin.

- (4) Paragraphs 1 to 3 shall not apply to a post-mortem examination ordered on the basis of a statutory authorisation by the relevant authority.

Article 13 shall not apply as a whole to the donation and removal of organs for the purposes of transplants to other people. Only the provisions of the German Transplant Act shall apply in this case.

#### **Article 14 Recordings and Data**

- (1) Medical histories, especially medical records, examination results, X-rays and other records are the property of the hospital.
- (2) Patients shall not be entitled to removal of the original documents. Deviating legal provisions shall remain unaffected.
- (3) The right of the patient or someone authorised by him to view the recordings, possibly to provide copies at his own expense and the attending hospital doctor's obligation to inform shall remain unaffected.
- (4) The data shall be processed, including passed on, while respecting the statutory regulations, especially the regulations on data protection, doctor-patient confidentiality and the confidentiality of social data.

#### **Article 15 Personal Items**

- (1) Only necessary clothing and everyday items should be brought into hospital. The patient may keep only the standard clothing and everyday items in his care.
- (2) In the rooms, there is one lockable cupboard per patient for money and valuables.
- (3) Moreover, money and valuables - where reasonable - may be deposited with the hospital administration. Storage is free of charge. This service is only available during standard office hours.
- (4) In the case of patients admitted who are incapable, money and valuable are identified in the presence of a witness and handed over the administration for storage.
- (5) Items left behind shall be transferred to the ownership of the hospital if they are not collected by the patient or an authorised recipient within 12 weeks after request.
- (6) In the case of paragraph 4, the request shall explicitly state that if the patient does not collect the items, they shall be transferred to the ownership of the hospital after expiry of the deadline.
- (7) Paragraph 4 shall not apply to the property of deceased people or to money and valuables stored by the administration. These items shall be stored, surrendered and used while respecting the statutory provisions.

#### **Article 16 Liability Exclusions**

- (1) The hospital shall not be liable for damage caused by people not in an employment relationship, provision relationship, training relationship, intern relationship or comparable relationship with the hospital.
- (2) The hospital shall be liable for the loss of or damage to personal items that remain in the care of the patient, or of the patients' vehicles parked on the hospital premises or a car park provided by the hospital only in cases of intent or gross negligence; the same shall apply to the loss of money and valuables not handed over to the administration for storage.
- (3) Liability claims due to the loss of or damage to money and valuables stored by the administration, and for items belonging to deceased people that were stored by the administration must be submitted in writing within a period of 3 months after becoming aware of the loss or damage; the period shall commence with discharge of the patient at the earliest.

**Article 17**  
**Place of Payment**

The party liable for payment shall pay his debt at his own risk and costs in Frankfurt am Main.

**Article 18**  
**Entry Into Force**

These Ts&Cs shall enter into force on 1 August 2020. At the same time, the previous Ts&Cs shall be rescinded.

Dr Uwe Kage Hospital Director