

General Conditions of Contract
University Hospital Aachen - AöR -
Valid from 01 January 2018

General Contract Conditions
(AVB)

for full, partial, pre-, post-inpatient and outpatient hospital treatment as well as for outpatient surgery and ward replacement surgery at the University Hospital Aachen (hereinafter: UKA)

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- (2) With respect to registered traders and persons without a general place of jurisdiction in the Federal Republic, Aachen shall be the place of jurisdiction for all claims arising from full, pre-inpatient, post-inpatient and outpatient hospital treatment. The same applies if the patient relocates his/her residence abroad after conclusion of the contract..... 11
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§ 1 Scope

Unless otherwise agreed, the general contract conditions apply to the contractual relationships between the UKA and patients in full, partial, pre-, post-inpatient and outpatient services as well as in outpatient surgery and ward replacement surgery.

§ 2 Legal relationship

- (1) The legal relationship between the UKA and the patient is governed by private law.
- (2) The AVB cannot be subject to any reservations, changes or conditions.
- (3) The AVB are effective for patients at the time of conclusion of contract, at the latest upon their admission and/or treatment.

§ 3 Scope of full, partial, pre- and post-inpatient services

- (1) Full inpatient, partial inpatient and pre- and post-inpatient hospital services include general hospital services and elective services.
- (2) General hospital services are those hospital services that are necessary for medically appropriate and adequate care, considering the capacity of the UKA on a case-by-case basis depending on the nature and severity of the patient's illness.
- (3) The following are not objects of general hospital services
 - a) Aids given to the patient at the end of the hospital stay (e.g. prostheses, forearm crutches, wheelchairs),
 - b) Transport related to admission, discharge and transfer to another hospital,
 - c) Services which, according to the decision of the Committee Hospital acc. § 137 c SGB V may not be provided at the expense of the statutory health insurance,
 - d) Services related to illness that is not causally related to the cause of the admission and whose immediate treatment is not required to achieve a cure.
- (4) The contract offer of the UKA extends only to those services for which the UKA is equipped in terms of personnel and materials in the context of its medical objectives.
- (5) The service obligation of the UKA begins with the conclusion of the treatment contract or with the admission of the patient to the UKA and ends with his/her discharge from the UKA.

§ 4 Admission, transfer, discharge

- (1) Persons in need of the services of the UKA are admitted in the context of the provision of service of the UKA. The order depends on the severity and urgency of the disease.
- (2) A person who, because of immediate danger to life or the threat of significant worsening of their illness requires immediate treatment (emergency) shall, even outside the qualitative or quantitative capacity of the UKA - be admitted until their transfer to another appropriate hospital is assured.
- (3) An accompanying person is admitted if, in the opinion of the clinic director, this is medically necessary for the treatment of the patient and accommodation in the UKA is possible. In addition, if desired, an accompanying person may be admitted as part of optional services if enough accommodation is available, the operational procedure is not impeded and there are no medical reasons (see also § 9 (8) of these GTC) to interdict this.
- (4) The decision on the admission, transfer and discharge of patients is made by the responsible physician of the UKA according to medical necessity. In the event of missing or doubtful cost assurance, admission will only be made in the event of an emergency.
- (5) If medically necessary, patients can be transferred to another hospital. Such transfer shall be agreed, as far as possible, with the patient before it is carried out.

A transfer at the request of the patient without medical necessity to the detriment of the statutory health insurance to a hospital near their residence, according to § 60 SGB V on settlement of a case lump sum, depends upon the consent of the statutory health insurer. If the statutory health insurer refuses to give its consent, the transfer will take place only at the express wish and expense of the patient. The UKA will inform the patient about this.

- (6) Persons shall be discharged
 - a) who, according to the judgment of the competent physician of the UKA, no longer need hospital treatment or
 - b) expressly wish to be discharged.

If the patient insists on his/her discharge against medical advice or if he/she voluntarily leaves the UKA, the UKA is not liable for the consequences. An accompanying person shall be discharged if the conditions under paragraph 3 no longer exist.

- (7) In addition, discharges may be effected, if no medical concerns exist, in case of gross violation of peace and order, on medical instruction or if the patient refuses to take the necessary steps to protect costs.
- (8) If insured persons choose a hospital other than that specified in a physician's referral, they may be partially or fully responsible for any additional costs.

§ 5 Leave of absence

- (1) Leave of absence is in principle incompatible with the need for inpatient hospital treatment. Patients are therefore only allowed to take leave of absence during full or partial inpatient hospital treatment for compelling reasons and only with the consent of the responsible physician.
- (2) Ambulance and travel expenses during said leave are not charged to the UKA.

§ 6 Pre- and post-inpatient treatment

- (1) The UKA may treat patients in medically appropriate cases without room and board when prescribing hospital treatment (hospital admission) to:
 - a) clarify the necessity of inpatient hospital treatment or to prepare for full inpatient hospital treatment (pre-inpatient treatment),
 - b) ensure or consolidate treatment success following inpatient hospital treatment (post-inpatient treatment).
- (2) Pre-inpatient treatment, which must not exceed three days of treatment within five calendar days before the commencement of inpatient treatment, shall be terminated
 - a) upon admission of the patient to full inpatient hospital treatment,
 - b) if it proves that full inpatient hospital treatment is not necessary or only outside the pre-hospitalization period,
 - c) if the patient expressly wishes such termination or interrupts the treatment.

In cases b) and c) the treatment contract also ends.

- (3) Post-inpatient hospital care, which may not exceed seven days' treatment within fourteen calendar days, or in case of organ transplantation three months after the end of inpatient hospital treatment, shall be terminated
 - a) if the success of the treatment is assured or established by the decision of the responsible physician, or
 - b) if the patient expressly wishes such termination or interrupts the treatment.

At the same time, the treatment contract ends.

The period of fourteen calendar days or three months may be extended in medically justified individual cases with the agreement of the referring physician. Follow-up consultations on organ transplants according to § 9 of the Transplantation Act may be continued by the UKA even after completion of post-inpatient treatment to scientifically assist or support hospital treatment or measures. The treatment contract will continue for the duration of said follow-up consultations. A necessary medical treatment outside the UKA during pre- and post-inpatient treatment is guaranteed by the physicians taking part in the contract medical care as part of the service guarantee and is not an object of hospital services.

- (4) The UKA shall immediately inform the referring physician about the pre- and post-inpatient hospital treatment of the patient and the physicians involved in further hospital treatment concerning the follow-up consultations and their results.
- (5) Paragraph 3 also applies to the follow-up care of organ donors according to § 8 (3) Clause 1 of the Transplantation Act.

§ 7 Outpatient services

- (1) Outpatient consultations, examinations and treatments can only be done if

- the patient submits a valid treatment certificate during the first interview in the current quarter or
- the patient or his/her legal representative undertakes to pay all costs in writing or
- the patient is in an immediate emergency so that he/she cannot be refused care according to medical judgment.

In the case of unclear cost assurance, an advance on costs may be charged or immediate payment of the invoice may be required.

- (2) The patient or his/her legal representative may agree on personal consultation and treatment by physicians with billing authority.
- (3) In the outpatient clinics for dental, oral and maxillofacial diseases, services can also be provided by dental trainees under the supervision of licensed physicians or dentists, provided that the patient does not object to this.

§ 8 Outpatient surgery and ward replacement surgery

- (1) The obligation of the UKA commences in accordance with § 115 b SGB V with the conclusion of the treatment contract and ends with completion of follow-up by the UKA. Necessary medical treatment outside the UKA is provided by the medical practice and is not the subject of hospital services.
- (2) The doctor responsible for the surgery or procedure decides on the type and extent of the operation or procedure. It should be determined whether the nature and severity of the intended operation or intended intervention, considering the state of health of the patient, allows its outpatient implementation according to the rules of medical art with the available options.
- (3) The contract offer of the UKA extends only to those services for which the hospital is staffed and equipped in terms of its medical objectives.

§ 9 Optional services

- (1) If this is possible in the UKA clinic in question without affecting the general services, 1-bed rooms can be provided at an additional charge. The service extends to the entire duration of treatment even with temporary other accommodation (e.g. intensive care, childbirth, etc.). Optional services must be agreed in writing prior to provision.
- (2) For a special fee, every patient can be treated by a UKA physician with billing authority of their choice. In addition to the admission contract, this optional service is to be agreed in writing.
- (3) When making use of the optional service "medical services", the choice cannot be limited to individual UKA physicians with billing authority (§ 17 KHEntgG). An agreement on optional services extends to all appointed and staff physicians of the UKA if they are authorised for this special billing of their services in the context of full inpatient and partial inpatient service and pre- and post-inpatient treatment (§ 115 a SGB V) including the services provided these physicians and medically directed facilities outside the UKA.
- (4) In maternity cases, the use of optional services by the mother does not extend to the healthy new-born. A separate optional service agreement applies for the healthy new-born.
- (5) The UKA may suspend the provision of optional services immediately, to the extent and if this is necessary for the provision of general hospital services to other patients. The agreement can

be terminated in writing by the patient on one day to the end of the next day. For good cause, the agreement may be terminated in writing by either party without notice.

- (6) If optional services have been agreed, the UKA may require both reasonable advance payments and reasonable payments on account.
- (7) The UKA may refuse to enter into an optional services agreement for patients who have not paid the costs of previous hospital treatment or paid them late.
- (8) At the request of the patient or his/her relatives, an accompanying person may be admitted for a fee exceptionally, if the responsible physician agrees, enough accommodation is available, and the hospital is not affected.
- (9) The use of the TV is free; the phone is available for payment. Details are regulated by special information. Television and radio devices may not be brought into the hospital.

§ 10 Fee

- (1) Remuneration for full, partial, pre- and post-inpatient services of the hospital is governed by the legal requirements and the PEPP or DRG remuneration tariff in the respectively valid version; this is part of this AVB (Annex). Insofar as hospital services are billed via diagnosis-oriented case lump sums (Diagnosis Related Groups - DRG -), the actual fee is measured according to the individual circumstances of the illness (main diagnosis, procedures performed, secondary diagnoses, severity grading, base case value etc.). The basis of assessment is the currently valid DRG system for Germany as well as the associated billing rules.
- (2) For outpatient treatment of patients who are insured with a statutory health insurance, the services provided in accordance with the national associations of health insurance companies and the associations of the alternative health insurance compensation according to Section 120 (2) SGB V are calculated toward the health insurance company.
In case of emergency treatment, treatment within the framework of an institutional authorization or personal authorization of a UKA physician, the services provided are invoiced based on the uniform evaluation standard (EBM) to the competent authority. The same applies for patients for whom other social service providers pay the costs of treatment.
For self-paying patients, the UKA invoices the services provided according to GOÄ or GOZ or DKG-NT.
- (3) Paragraph 2 does not apply if the patient is hospitalized on the same day in direct connection with the outpatient treatment. In this case, the remuneration is paid in accordance with the Hospital Pay Act or the Federal Care Act.

§ 11 Settlement of remuneration for persons with statutory health insurance and medical welfare beneficiaries

- (1) As far as a public-law cost carrier (e.g. health insurance companies) are responsible, in accordance with the respective applicable statutory provisions for payment of hospital services, the UKA settles its fees directly with the latter. At the request of the UKA, the patient submits a statement of responsibility of their payer, which includes all services that may be necessary on a case-by-case basis according to the nature and severity of the medical condition.

- (2) Statutory health insured persons who have reached the age of eighteen make an additional payment, from the beginning of inpatient hospital treatment, within a calendar year for a maximum of 28 days in accordance with § 39 para 4 SGB V, which is forwarded by the UKA to the health insurance. Further details can be found in the PEPP or DRG pay scale.

§ 12 Information for the patient

Patients who are hospitalized in accordance with § 39 Abs. 1 SGB V and who wish to be informed about the services provided by the hospital as well as the fees payable by the health insurance companies will receive this information within four weeks after completion of the hospital treatment, provided they or their legal representatives make this known to the hospital administration at the latest two weeks after completion of treatment.

§ 13 Settlement of fee for self-payers

- (1) Patients for whom there is no statutory health insurance or who make use of optional services are not covered by statutory health insurance are self-payers obliged to pay for hospital services.
- (2) Invoices for general hospital services and outpatient services are issued only by the administration of the UKA.
- (3) Regarding inpatient services, employed or appointed physicians with billing authority with respect to the optional service 'personal treatment by employed or appointed physicians with billing authority' in accordance with § 9 (3) are also authorised to personally invoice their personal services. The calculated fee is to be paid to them personally.

If, in the context of outpatient treatment, the patient expressly requests personal advice and treatment from physicians with billing authority, the bill for this will be issued exclusively by those physicians. The calculated fee is to be paid to them personally.

- (4) Intermediate invoices can be issued for hospital services. After completion of the treatment, a final invoice is drawn up.
- (5) The secondary invoicing of services that were not included in the final invoice and the correction of errors is reserved.
- (6) The invoice amount is due upon receipt of the invoice; cheques are not accepted as valid means of payment to settle the claims of the UKA.
- (7) In the event of late payment, default interest in the amount of five percentile points above the respective base interest rate per year (§ 288 BGB) as well as dunning fees for any out of court reminder in the amount of 3.00 EUR and for COD shipments, the expenses, are calculated.
- (8) Offsetting with disputed and not legally established claims is ruled out.
- (9) To be able to book incoming amounts properly and on time, the details requested in the invoice must be included in the transfer. Payments without this information are not considered fulfilment.

§ 14 Advance payments, payments on account

- (1) The UKA may require an appropriate advance payment from the patient or their legal representative for outpatient treatment. Special arrangements may be made for certain treatments.
- (2) Insofar as the UKA does not settle based on the Diagnosis Related Groups (DRG) according to § 17b of the German Hospital Financing Act, hospitalizations lasting longer than one week may require reasonable advance payments. As far as cost assumption declarations of social service providers, other public-law payers or private health insurance are concerned, self-payers may be fully or partially exempted from advance payments.
- (3) Insofar as the UKA settles based on Diagnosis Related Groups (DRG) according to § 17b of the German Hospital Financing Act, it may demand an appropriate advance payment for hospital stays if and insofar as health insurance coverage is not proven. From the eighth day of hospitalization, the UKA may request a reasonable advance payment, the amount of which will be equal to the services provided thus far in relation to the amount of the fee expected to be payable (§ 8 (7) KHEntgG).
- (4) The UKA generally does not accept cheques as an effective means of payment for settling invoices.
- (5) A precautionary claim for costs from the social welfare institution remains reserved if requested advance payments are not made on time or there are doubts about the assumption of costs by third parties.

§ 15 Medical interventions

- (1) Interventions in the physical, mental and emotional integrity of the patient are made only after clarification of the meaning and scope of the procedure and after prior consent.
- (2) If the patient is unable to give consent, the procedure will be carried out without consent if, in the opinion of the responsible physician, this is immediately necessary to avert imminent mortal danger or imminent significant, adverse health effects.
- (3) Paragraph 2 shall apply mutatis mutandis if the legal representative has not been reached or cannot be reached on time regarding a patient with limited legal capacity or disability or whose declaration of objection to the intervention must, in terms of § 323 c StGB, be considered irrelevant, or if guardianship court decisions cannot be obtained in good time.

§ 16 Autopsy

- (1) An autopsy can be carried out if
 - a) the deceased consented during their lifetime or
 - b) the closest relative (paragraph 3) of the deceased, or peers of such a relative, agrees and the physician is not aware of a contrary wish of the deceased.
- (2) The autopsy is not to be carried out on deceased persons who (as far as this is known to the physician) belong to an association that rejects autopsy, unless the deceased has authorised such during their life.

- (3) Next of kin within the meaning of paragraph 1 are in the order of their enumeration the following
- the spouse or registered live partner,
 - the adult children (and adopted children),
 - the parents (if adopted, the adoptive parents) or, if the deceased was a minor at the time of death and the care of his/her person at that time was confined to only one parent, guardian or carer, that caretaker;
 - the adult siblings,
 - the grandparents.

For several peers it is enough if one of them is involved and decides. If no senior member is reachable within a reasonable time, the participation and decision of the next available family member is enough. On the same par as the next of kin is an adult person who was in close personal contact with the deceased before their death; this person is on a par with the next of kin. If the deceased has transferred the decision on an autopsy to a specific person, this person (as far as they are known to the physician) takes the place of next of kin.

- (4) Paragraphs 1 to 3 shall not apply to an autopsy ordered by the competent authority based on a legal authorization.
- (5) § 15 does not apply to the donation and removal of organs for transfer to other people. For this purpose, only the regulations of transplantation law are decisive.

§ 17 Records and data

- (1) Medical records, in particular patient notes, examination results, x-rays and other records are the property of the UKA.
- (2) Patients are not authorised to receive the original documents. Deviating statutory provisions remain unaffected.
- (3) The right of the patient or his/her authorized representative to inspect the records, if applicable the provision of copies at cost price, and the duty of the treating physician to supply information, remain unaffected.
- (4) Personal data are stored and transmitted to the administration and to third parties as far as this is necessary for the performance of the treatment and care including the billing of services or for the fulfilment of the medical documentation obligation in the context of the purpose of the admission contract, for the fulfilment of legislation with respect to the public duties of hospitals.
- (5) The processing of data, including its dissemination, takes place in compliance with the statutory provisions, in particular the provisions on data protection, medical confidentiality and social secrecy.
- (6) The diagnosis can be printed out on the invoice for billing purposes.
- (7) The patient agrees that his/her treatment documents and findings may be transmitted to the rehabilitation facility

- Median Reha-Zentrum Bernkastel-Kues or

- Reha-Klinik an der Rosenquelle or
- Reha-Klinik Bad Hermansborn or
- Reha-Klinik Schwertbad Aachen or
- Herzpark Mönchengladbach

for documentation and further processing purposes, including by electronic means.

- (8) Since 01 April 2016, there has been a reporting obligation for cancer diseases in NRW according to the National Cancer Registry Act NRW (LKRGR NRW). Accordingly, physicians and dentists are legally obliged, in accordance with. §§ 12 - 14 LKRGR NRW, to report cancer diseases by electronic means to the central cancer registry NRW based in Münster.

§ 18 Items brought in by patient

- (1) Only the necessary clothing and articles of daily use must be brought into the UKA. Large cash sums and valuables must not be brought in. If, by way of exception, money and valuables are brought along, they can be deposited free of charge with the administration for the duration of treatment. The administration may refuse safekeeping for a valid reason. A receipt shall be issued for the items in safekeeping.
- (2) Regarding incompetent patients, money and valuables are appraised in the presence of a witness and handed over to the administration for safekeeping.
- (3) Objects of estate are handed over to the next of kin against a receipt at the UKA, if the UKA has not asserted a right of retention. The UKA may make said delivery contingent on the submission of a certificate of inheritance. If this is not picked up in a timely manner, the UKA may place money, valuables and other items with the district court.
- (4) Any items left behind become the property of the UKA if they are not collected within 12 weeks of a reminder to pick them up. Such reminder expressly states that the right to surrender may be waived and the goods left behind become the property of the UKA after the expiry of the period.
- (5) Paragraph 4 does not apply to estate objects and to money and valuables stored by the administration. The storage, release and utilization of this property is under compliance with legal requirements.

§ 19 Liability

- (1) The UKA is liable within the scope of the statutory provisions only for loss for which it is liable and culpable.
- (2) Excluded from liability is loss which
 - is caused by persons not acting in the fulfilment of a service owed by the UKA; this does not apply to tortious liability,
 - in case of outpatient treatment by physicians with billing authority or their representatives in the use of personal medical services or in connection with these.
- (3) The UKA shall only be liable for damage to objects brought into the hospital in the care of the patient and for damage to vehicles parked on the property of the UKA or on a parking space provided by the UKA, if the damage is caused by the UKA or its personnel intentionally or through gross negligence.

- (4) The UKA is not liable for the loss of money, valuables and other items that are not kept by the administration against a receipt or which are not stored as estate objects of incapacitated patients by the administration.
- (5) For items handed over to the administration against a receipt and for the safekeeping of money and valuables of incapacitated patients, as well as regarding the storage of estate objects, the UKA is only liable as unpaid custodian according to the provisions of the German Civil Code (BGB), that is to say solely in case of intent and gross negligence.
- (6) Liability claims for loss or damage to money, valuables and other items kept by the Administration as well as for items of estate in custody of the Administration must be made within a period of three months after becoming aware of the loss or damage, in writing; the period begins at the earliest upon the discharge of the patient.

§ 20 Legally binding information

Only the administration can give out legally binding information which does not concern medical care.

§ 21 Remarks and complaints

Remarks and complaints can be made at any time in the administration. In addition, according to § 5 KHGG NRW, a patient complaint office is available.

§ 22 Place of fulfilment/competent court and applicable law

- (1) The party obliged to make payment must do so at their own risk and expense in Aachen.
- (2) With respect to registered traders and persons without a general place of jurisdiction in the Federal Republic, Aachen shall be the place of jurisdiction for all claims arising from full, pre-inpatient, post-inpatient and outpatient hospital treatment. The same applies if the patient relocates his/her residence abroad after conclusion of the contract.
- (3) All legal relationships between the patient and the UKA are governed exclusively by the applicable law of the Federal Republic of Germany.

§ 23 Entry into force

This AVB is effective as of 01 January 2018. The AVB of 01 December 2013 is repealed at that time.

The Commercial Director