Agreement on the granting of optional services in accordance with our AVB¹ (GTC)



between

Last Name, First Name of the Patient (or tag)	Date of Birth			
Postal code City	Street and Street Number			
·	and			
Kreiskrankenhaus Starnberg GmbH				
regarding the granting of the following marked				
separately billable optional services				
Starting from I request				
for myself \square for the above-named patie	ent 🗆			
in accordance with the terms stipulated in the "Allgemeinen Vertragsbedingungen (AVB)" as well as in the "Pflegekostentarif (BPflV)" respectively "Krankenhausentgelttarif (KHEntgG)":				
Optional acco	omodation services			
Accomodation 1-bed room in the Residence	Extra charge 149,73 € for every billable day (for information, reimbursement 2-bed room 78,17 €)			
(Patient's signature / Authorized Representative)				
☐ Accomodation 1-bed room in the clinic	Extra charge 100,99 € for every billable day			
(Patient's signature / Authorized Representative)				
☐ Accomodation 2-bed room in the clinic	Extra charge 60,79 € for every billable day			
(Patient's signature / Authorized Representative)				
 Accommodation and board for an accompany person in the clinic 	ring Extra charge 82,00 € for every billable day (VAT included)			
(Patient's signature / Authorized Representative)				
 Accomodation and breakfast for an accompanying person in the Residence 	Extra charge 120,00 € for every billable day			
(Patient's signature / Authorized Representative)				
General head physician treatment				
General head physician treatment: the medical services of all of the medical doctors in the hospital involved in the treatment, as far as they are authorized to separately charge for their services, including the services arranged for by these doctors and provided by doctors or medical facilities managed by medical doctors outside of the hospital. This applies also in case the optional medical services are billed by the hospital. The settlement takes place in accordance with the GOÄ/GOZ4 in the respective effective version.				

In the case of unforeseen circumstances preventing the chosen doctor from the respective department to be available, I consent that his duties are taken over by his usual medical substitute.

Department	Head physician	Medical substitute
Internal medicine	Prof. Peter Trenkwalder, MD	Markus Beer, MD PD Andreas Klauser, MD PD Florian Krötz, MD (Echocardiography) Ludwig Zwermann, MD (Echocardiography) Wolfgang Schweiger, MD (palliative Medicine) Andreas Rüchardt, MD (Pneumology)
Cardiology	Prof. Peter Trenkwalder, MD Prof. Dirk J. Beuckelmann, MD (General Cardiology)	Prof. Peter Trenkwalder, MD Wolfgang Peter, MD PD Markus Engelmann, MD Prof. Gerhard Steinbeck, MD
	PD Florian Krötz, MD (Invasive Cardiology)	Ludwig Zwermann, MD Martin Fleckenstein, MD Tilmann Pohl, MD
	Gerd Bürkle, MD (Electrophysiology)	Nicola Eberl, MD Martin Zechmeister, MD
Nephrology	Prof. Hans-Paul Schobel, MD	Prof. Peter Trenkwalder, MD
Gastroenterology	PD Andreas Klauser, MD	Prof. Peter Trenkwalder, MD
Surgery	Prof. Arnold Trupka, MD	Steffen Wurzbacher, MD (endocrine surgery) Andreas Bonk, MD (trauma surgery) Petra Harrer, MD (visceral surgery)
Trauma surgery / Orthopedics	Andreas Bonk, MD PD Manfred Pfahler, MD	Anett Zuckschwerdt, MD Florian Vill, MD
Special orthopedic surgery	Clemens Schmid, MD Christoph Sukopp, MD	Christoph Sukopp, MD Clemens Schmid, MD
Minimal-invasive Hip replacement	Martin Nolde, MD	
Spinal surgery	Armin Helmbrecht, MD (neurosurgical spinal operations)	
	Michael Schubert, MD (special minimally invasive / endoscopic spinal operations)	
Visceral surgery	Petra Harrer, MD	Jens Frickhoeffer, MD Ulrike Muschaweck, MD (hernia surgery) PD Klaus Joachim Conze, MD (hernia surgery)
Hand Surgery	Michael Strassmair, MD	Werner Brosch, MD
Plastic Surgery	Hans-Hermann Wörl, MD	Stefan Schmiedl, MD
Gynaecology / Obstetrics	Prof. Christoph Anthuber, MD	Hans-Joachim Beyreuther, MD Franziska Siering, MD Sabine Anthuber, MD (gynaecological oncology) Ewa Pollak, MD Mehmet Bastug, MD Barbara Kersek, MD Monika Raeck, MD Jessica Reif, MD (obstetrics) Ioana Stanescu, MD
Paediatrics	Prof. Thomas Lang, MD	Robert Tratzmüller, MD Michael Mair, MD (neonatology) Stefan Schlicht (gastroenterology) Florian Gundel (cardiology)
Urology	Peter Weizert, MD Carsten Dudek, MD	Carsten Dudek, MD Peter Weizert, MD Wolfgang Lumper, MD (andrology) Manuel W. Praetorius, MD (surgical urology) Wilhelm Dierkopf, MD (endourology) Ralph Oberneder, MD (surgical urology) Margit Mayer, MD (urinary incontinence) Peter Mayer, MD (endo- and uroonkology)
Anaesthesia	Joachim Wießler, MD	DiplMed. Michael Lorenz Julia Wiede, MD Iris Kynast, MD (Pain therapy) Martin Eder, MD (Trauma surgery / Orthopedics) Hans Koeniger, MD (Endocrine surgery) Joseph Puchner, MD (Visceral surgery) Rupert Böhm, MD (Plastic Surgery) F. v. Redwitz, MD (Gynaecology / Obstetrics) Holger Kirchner, MD (Paediatrics) Christoph Thöne, MD (Urology)

Patient information for optional medical services

- The separately billable optional services agreed upon between the hospital and the patient will be carried out within the human resource and clinical capabilities of the hospital, as far as the general hospital services are not impaired by this. The hospital can decline the signing of an optional service agreement with patients who have not paid, respectively belatedly paid the costs of a previous hospital treatment, despite being due.
- The hospital can immediately stop temporarily the provision of optional services where and as long as it is necessary for the provision of the general hospital services to other patients. Furthermore, the agreement can be cancelled by the patient on each day to the end of the following day. For important reasons, the agreement can be canceled by either party without adherence to a time limit.
- In the departments served by doctors with admitting privileges, the patient's desired arrangements concerning the medical services of the doctors affiliated with the hospital, the consulting doctors or the outside medically managed facilities even when optional services were already agreed upon with the hospital are to be arranged not with the hospital, but directly with the affiliated doctors, consulting doctors or the outside facilities.
- Provided optional services were agreed upon, appropriate advance payments as well as appropriate installment payments can be demanded by the hospital.
- On demanding the optional service "medical services", the choice cannot be limited to particular doctors of the hospital who are authorized to bill their own services (§ 22 section 1 BPfIV², § 17 Abs. 3 KHEntgG³). An agreement about optional medical services extends to all the doctors of the hospital involved in the treatment of the patient, provided that they are authorized to separately bill their services within the scope of the full-inpatient and part-inpatient treatment as well as pre and post inpatient treatment (§ 115a des Fünften Buches Sozialgesetzbuch/ § 115a of the Fifth Book of the Code of Social Law), including services arranged for by these doctors and carried out by doctors or managed medical facilities outside of the hospital. This also applies if the hospital itself bills optional medical services.
- Should other doctors be called for a second opinion or should examinations be carried out outside of the hospital, you will be billed separately by them and for this.
- The separately billable medical services, also if they are billed by the hospital, are performed personally by the chosen doctor of the department or the managed medical facility or by a junior doctor of the department respectively the institute, with professional guidance and under the supervision of the chosen doctor (§ 4 section 2 Clause 1 GOÄ/GOZ⁴) or by the usual medical substitute (§ 4 section 2 Clause 3 GOÄ/GOZ⁴).
- <u>There is no compulsory health insurance coverage</u> for the above-mentioned optional services. On demanding optional services, the patient is obligated to bear the costs himself. Please check whether your private health insurance/aid etc will cover these costs.
- Mandate has been given to AeV⁵ to prepare and issue the invoices of the doctors who are authorized to bill their services. AeV⁵ is under medical management and works solely at the instruction of your doctor. It is subject to the terms of patient confidentiality and data protection. Your doctors ask you to grant through your signature your permission, in accordance with the Federal Data Protection ("Bundesdatenschutz"), to transfer necessary data to AeV⁵ for invoice issuing.
- In the cases of delivery, demanding optional services by the mother does not extend to the healthy newborn. For the healthy newborn a separate optional service agreement is required.

You are about to sign a so-called optional service agreement for separately billed medical services. In this respect, §22 section 1 of the "Bundespflegesatzverordnung" (BPfIV)² respectively §17 section 2 of the Krankenhausentgeltgesetzes (KHEntgG)³ stipulates that every patient is to be informed in detail about the fees of the optional services and their substance before signing the agreement. We would like to comply with this obligation forthwith:

-The BPfIV² respectively the KHEntG³ differentiate between general hospital services and optional services. **General medical** services are those medical services that are, according to the type and gravity of the illness, in each case necessary for the appropriate and sufficient medical care of the patient taking into account the capabilities of the hospital. Provided that you are covered by compulsory insurance, no separate costs are incurred for benefiting from general medical services apart from the compulsory extra charges. However, **optional services** are special services exceeding those of the general hospital services. These are to be agreed upon separately and **paid for by the patient**.

- For so-called **optional medical services** this means that you are buying the personal attention and specific specialist qualifications and experience of the hospital's doctors authorized to bill their services including the services arranged for by these doctors and carried out by doctors and managed medical facilities outside of the hospital. Of course, you will be given all the medically necessary services even without signing this optional service agreement, however, the treating doctor then focuses solely on medical necessity.
- In detail, the precise bill is based upon the rules of the **official** physician **fee schedule**/ dentist fee schedule (GOÄ/GOZ)⁴. These fee schedules have the following basic system:

In a first column, the billable service is listed with a fee code. In a second column, a description of the billable services that relates to the fee code is given. In a third column, the service is rated with a number of points. This number is allocated a standard monetary conversion factor that applies to the entire $GO\ddot{A}^4$ and is denoted in cents. As per §5 section 1 $GO\ddot{A}^4$, the currently effective conversion factor amounts to 5.82873 cents. The price of the service results from the multiplication of the number of points with the conversion factor and is shown in a fourth column.

Example:

Code	Service description	Number of points	Price (basic rate)
1	Consultation – also via telephone	80	4.66 €
649	Transcranial Doppler-sonography, examination	650	37.89€
250	Blood test	40	2.33€

The price fixed in this way is the so-called $GO\ddot{A}^4$ basic rate. This rate can increase through incremental factors. These factors take into account the difficulty of every single service and the amount of time spent on it or the gravity of the case. Within the normal fee framework there are increments between 1x and 3.5x the fee rate, for technical services between 1x and 2.5x the fee rate, and for laboratory services between 1x and 1.3x the fee rate. The average increment for technical services is at 1.8, for laboratory services at 1.15, and for all other services at 2.3. What's more, the rates are decreased by 25% respectively 15% in accordance with §6a of the $GO\ddot{A}^4$. Which services are billed in relation to your clinical picture, and which increments apply cannot be anticipated. All this depends on the specific services provided in the course of the treatment, the level of difficulty these services hold and the amount of time spent.

Overall, the agreement on optional medical and accomodation services could represent a not insignificant financial strain. Please check whether your health insurance/aid etc. will cover these costs.

Dear patient,

with your signature you confirm to have been informed that your insurance may not cover the full costs of the chosen services. In addition you confirm that you have read and understood the contract and recognize the listed terms. The staff at our service point is at your disposal should you have any questions regarding these terms or need a duplicate of the Service Agreement. During the indicated opening times you may also consult the framework of the scale of fees for medical doctors (GOÄ⁴).

Place and date	Patient's signature	Authorized Representative
	Signature of the Clinic	Name, First Name
	C	Street
		3 ,100,1
		Postal code and Place
		Talantana
		Telephone