

Marien-Krankenhaus gGmbH

Bergisch Gladbach

General Contractual Conditions (AVB) of 01/05/2009

Section 1 Scope of Application

As long as there are no other contractual agreements, the AVBs govern the contractual relationships between the Marien-Krankenhaus Bergisch Gladbach and the patient who receives full inpatient, partial inpatient as well as pre- and post stationary hospital treatment. This also applies to his/her accompanying persons.

Section 2 Legal Relationship

- (1) The legal relationship between the hospital and the patient is governed by civil law.
- (2) The AVBs become effective for patients if the latter were made aware of their existence, have gained knowledge of their contents in a reasonable way and have declared to agree with their validity.

Section 3 Scope of Hospital Services

- (1) The full inpatient, partial inpatient as well as pre- and post-stationary hospital services cover both general and additional hospital services.
- (2) The general hospital services are those services rendered according to the type and seriousness of the patient's disease for his/her medical useful and sufficient care, taking into account the hospital's capacity for rendering them. Under these conditions, the following are also part of these services:
 - (a) the measures taken during hospital stay for the early diagnosis of diseases in accordance with Part V of the Social Security Code (SGB V);
 - (b) the services of third parties commissioned by the hospital;
 - (c) the necessary co-admission of an accompanying person for medical reasons
 - (d) the special services of Tumor Centres and oncological research and therapy programmes for stationary care of cancer patients;
 - (e) early rehabilitation in accordance with sec. 39 para. 1, sentence 3 of the SGB V.
- (3) Additional services are those services listed in sec. 6 para. 1 of the AVBs of this hospital.
- (4) The hospital's contractual range of services covers only those services for which the hospital is equipped with staff and equipment as part of its medical objective, as far as the services will not contradict the constitution of Catholic hospitals.
- (5) Excluded from general hospital services are:

- (a) dialysis, if a corresponding treatment is continued because of it, if the hospital does not have its own dialysis facility and there is no connection with the reason for hospital treatment;
- (b) the services of physicians, midwives and delivery nurses affiliated to the hospital;
- (c) aids given to the patient after the end of the hospital stay (e.g. prostheses, walking-aids, wheelchairs)
- (d) post-mortem examination and issue of a death certificate
- (e) services that, according to the decision taken by the Hospital Committee in accordance with sec. 137c of the SGB V, may not be charged to statutory health insurance companies.

Section 4 Admission, Transfer und Discharge

- (1) Those who need full inpatient or partial inpatient hospital treatment are admitted as part of the hospital's scope of capacity. The order of admission depends on the seriousness and urgency of the case.
- (2) The patient whose condition has deteriorated to the point of becoming seriously life-threatening and is therefore in need of immediate (emergency) treatment will be temporarily admitted – even if the hospital's qualitative and quantitative scope of capacity is not given - until his/her transfer to another hospital is ensured.
- (3) An accompanying person will be admitted if, according to the judgement of the treating hospital physician, it is medically necessary for the treatment of the patient and if there is enough hospital accommodation.
Furthermore, if the patient requests an accompanying person, this person can be admitted as part of the additional services as long as there is enough hospital accommodation, he/she does not interfere with operational procedures and medical reasons do not contradict.
- (4) Patients can be transferred to another section or hospital in case of a medical need. As far as possible, the patient is consulted about the transfer in advance.

According to sec. 60 of the SGB V, a patient's transfer request to a hospital closer to his/her place of residence without a medical need at the expense of the statutory health insurance requires the consent of the latter. If the statutory health insurance rejects its consent, the transfer is done only on the express wish and at the expense of the state insured patient. The hospital will inform the patient about this.

- (5) A patient will be discharged if
 - (a) he/she will no longer need full inpatient or partial inpatient treatment according to the judgement of the treating hospital physician.
 - (b) he/she expressly wishes to be discharged.
 If the patient, contrary to medical advice, insists to be discharged or leaves the hospital arbitrary, the hospital shall not be legally responsible for resulting consequences. An accompanying person will be discharged if the requirements set forth in para. 3 no longer apply.

- (6) As far as no post-stationary hospital treatment is initiated, the hospital's obligation to perform according to the treatment contract will expire with discharge of the patient.

Section 5 Pre- and Post-Stationary Treatment

- (1) If hospital treatment (hospital admission) is prescribed, the hospital can treat patients without accommodation and board in medically suitable cases in order to:
 - (a) clarify the need for a full inpatient hospital treatment or to prepare for a full inpatient hospital treatment (pre-stationary treatment).
 - (b) ensure or stabilize treatment success after a full inpatient hospital treatment (post-stationary treatment).
- (2) Pre-stationary hospital treatment, which may not exceed three treatment days within five calendar days, ends
 - (a) upon the patient's admission to full inpatient treatment,
 - (b) when it turns out that a full inpatient hospital treatment is not needed or only outside the pre-stationary time frame,
 - (c) if the patient expressly wishes termination or breakup of the treatment.In cases b) and c) the Treatment Contract will also be terminated.
- (3) Post-stationary hospital treatment which may not exceed seven treatment days within a 14 calendar day time period, in case of organ transplants, three months after ending inpatient hospital treatment, ends,
 - (a) when treatment success has been ensured or stabilized according to the decision of the hospital physician,
 - (b) if the patient expressly wishes termination or breakup of the treatment.At the same time the Treatment Contract will also be terminated.

The 14 days- or three months-period can be extended in medically justified individual cases with the consent of the admitting physician. The hospital may continue to perform medical check-ups in organ transplant cases in accordance with sec. 9 of the Transplant Act, even after ending post-stationary treatment in order to scientifically accompany or support follow-up medical treatment or quality assurance measures.
- (4) A necessary medical treatment outside the hospital during pre- and post-stationary treatment is guaranteed by the physicians who participate in the contractual medical care that is part of the Security Agreement, but is not part of the services provided by the hospital.
- (5) The hospital informs the admitting physician at once about the patient's pre- and post-stationary treatment. A necessary medical treatment outside of the hospital during pre- and post-stationary treatment is rendered by local physicians and not part of the services provided by the hospital.

Section 6 Additional Services

- (1) The following additional services can be arranged and settled separately between the hospital and the patient within the means of the hospital and in accordance with the

DRG Charges – as far as general hospital services are not affected:

- (a) Medical treatment of all physicians in the hospital who participate in the treatment of the patient as long as they are authorised to charge separately for the treatment they provide, including the services arranged by these physicians or institutions headed by physicians outside the hospital. This also applies if private medical services are charged by the hospital,
 - (b) 1- or 2-bed accommodation,
 - (c) accommodation and board of an accompanying person
 - (d) Availability of a TV
 - (e) Availability of a telephone
- (2) In childbirth cases, the claim for additional services by the mother does not apply for healthy newborns. A separate Additional Services Agreement applies for healthy newborns.
- (3) Separately charged medical services according to no. 1 letter a) are performed by the head physician of a specialist department personally or a subordinated physician of a specialist department / an institute under the head's supervision and following the head's instructions, also if the medical services are charged by the hospital (sec. 4 para. 2 Medical Fee Schedule (GOÄ / GOZ)). If the head physician is unavailable, his/her substitute will take over duty.
- (4) Additional medical services have to be agreed upon in writing before rendering (Annex B).
- (5) The hospital can refuse a Additional Services Agreement to patients who did not pay the costs for a former hospital treatment at all or considerably belated.
- (6) The hospital can cancel additional services immediately if this is necessary in order to fulfil general hospital services for other patients. Furthermore the Agreement can be cancelled by the patient every day to the end of the following day. The Agreement can be cancelled by both parties for an important reason without meeting a deadline.
- (7) At inpatient wards, agreements about medical services of attending physicians, consulting physicians or external institutions run by physicians, if requested by the patient, can only be arranged with the attending physician, the consulting physician or the external institution, not with the hospital, even if additional services have already been agreed upon with the hospital.

Section 7 Payment

Payment for hospital services follows statutory directives and the DRG Charges which is an integral part of these General Contractual Conditions (AVBs). The DRG Charges (Annex A) contain a description of the hospital services, the level of charges for hospital services as well as essential regulations of settlement according to the Hospital Finance Act (KHEntgG) and the German National Hospital Rate Ordinance (BPfIV). As long as hospital services are billed through diagnosis-oriented flat fees per case (Diagnosis Related Groups – DRGs), the specific payment is calculated according to the individual circumstances of the clinical case (main diagnosis, procedures carried out, secondary diagnoses, degree of seriousness classification, basic case value etc.). The basis for calculation is the currently valid version of the DRG system for Germany along with the corresponding billing regulations.

Section 8 Fee Calculation for Patients with Statutory Health Insurance or those with the right to receive Medical Care

- (1) As far as a public cost unit (e.g. a health insurance company) is obliged to pay the fee for hospital services in accordance with the respective current statutory regulations, the hospital directly invoices to this unit. When requested by the hospital, the patient submits a cost absorption declaration from his/her cost unit that includes all services necessary for medical treatment in hospital according to the type and seriousness of disease of the individual case.
- (2) If such a cost absorption declaration is not available or will not fully cover the services rendered (e.g. additional services), the patients are obliged to pay the fee for those services as direct payers (sec. 9). The hospital will point this out to the patients.
- (3) According to sec. 39 para. 4 of the SGB V, patients with statutory health insurance who have completed their 18th year, will have to make an extra payment at the start of their full inpatient hospital treatment for a maximum of 28 days within one calendar year. The hospital will transfer this amount to the health insurance. More details can be found in the DRG Charges.
- (4) Patients with statutory health insurance cover who receive hospital treatment according to sec. 39 para. 1 of the SGB V and state that they want to be informed about the services provided by the hospital and the fees that have to be paid by the health insurance, will receive a written information within four weeks after termination of the hospital treatment, if the patients or their legal representatives will state this explicitly toward the hospital administration within two weeks after termination of hospital treatment.

Section 9 Fee Billing to Direct Payers

- (1) If there is no statutory health insurance coverage or additional services are used that are not covered by statutory health insurance, a public cost unit (such as a health insurance company) is not obliged to pay according to the respective current statutory regulations. In this case, the patient is seen by the hospital as direct payer.
- (2) Direct payers are obliged to pay the fees for hospital services. If the patient, insured by a private health insurance, takes advantage of direct billing between hospital and private health insurance company, invoices are issued to the latter. In this case, it will be required for the insured to give his/her written consent, which can be revoked at any time, that the data will be transferred in a machine readable way, according to sec. 301 of the SGB V, to the private health insurance company.
- (3) Interim bills can be issued for hospital services. A final bill is invoiced after the treatment has been completed.
- (4) We reserve the right for additional billing of services not included in the final invoice and the correction of errors.
- (5) The amount of the bill is payable upon receipt.
- (6) In case of payment delay, interest for late payment amounts to five percentage points over the basic yearly interest rates (sec. 288 of the German Civil Code – BGB) and a

reminder fee of 2.50 € may be billed, unless the patient will prove that no or a considerable lower loss has occurred.

- (7) An offset with contentious or not legally binding claims is excluded.
- (8) If the hospital stay presumably outlasts one week and no cost absorption is guaranteed according to para. 1, the patient has to provide the hospital with an appropriate advance payment.
- (9) In case the patient will agree on additional services with the hospital, an appropriate advance payment can be called for. This complies with the costs of an average hospital treatment which amount to 2,500 €.

Section 10 Advance Payments, Partial Payments

- (1) If the hospital does not bill using the Diagnosis Related Groups (DRG) as a basis according to sec. 17 of the Hospital Act (KHG), it can request reasonable advance payments for hospital stays that will presumably outlast one week. As far as cost absorption declarations of social service providers, other public cost units or private health insurances have been submitted, only advance payments can be requested from them (sec. 14 para. 4 National Hospital Rate Ordinance – BPfIV)
- (2) If the hospital bills using the Diagnosis Related Groups (DRG) as a basis according to sec. 17 of the Hospital Act (KHG), it can request reasonable advance payments if and as long as there is no proof of health insurance coverage.
- (3) Starting with the 8th day of hospital stay, the hospital can request an appropriate partial payment, whose amount can be charged according to the services rendered so far in combination with the amount of the estimated total charges (sec. 8 para. 7 KHEntgG).

Section 11 Leave of Absence

During stationary treatment patients will only be granted leave of absence for compelling reasons and only with the approval of the head physician.

Section 12 Medical Interventions

- (1) Operations into the physical and mental integrity of the patient will only be carried out after informing him/her about the importance and scope of the operation and only after his/her consent.
- (2) In case the patient is unable to give his/her consent, the operation will take place without consent, given the hospital physician in charge is convinced that the operation will prevent a life-threatening risk or is immediately necessary due to a directly threatening impairment of the patient's health condition.
- (3) Para. 2 shall apply accordingly if the legal representative of a contractual capable restricted or legally incompetent patient cannot be reached at all or in time or his/her declaration of intent against the operation is irrelevant according to sec. 323 c of the German Penal Code – StGB.

Section 13 Post-mortem Examination

- (1) A post-mortem examination can be performed if
 - (a) the deceased agreed to it while alive or
 - (b) the next of kin of the deceased can be reached (para. 3), and if several next of kin of the same rank are located, one of them consents to it and the hospital physician does not know of any intent of the deceased contrary to the procedure.
- (2) A post-mortem examination may not be performed if the deceased belonged to a community rejecting post-mortem examination, unless the deceased has agreed to it in lifetime.
- (3) Next of kin according to para. 1 are in order of list: the spouse resp. registered life partner, the adult children (and adopted children), the parents (in case of adoption the adoptive parents) or in case the deceased had been underage when he/she died and at that time, the care for his person was only limited to one parent, a guardian or a nurse, these caregivers, the adult siblings, the grandparents.

If there are several next of kin of the same rank, the participation of one will be enough to make the decision. If a prior next of kin cannot be reached within a reasonable time period, the participation and decision of the next to reach subordinate next of kin will be enough. An adult person who evidently had a very close relationship with the deceased until his/her death shall have the same status as a next of kin; he/she takes the same place with the closest next of kin. If the deceased has transferred the decision about a post-mortem examination to a certain person, this person will take the place of the closest next of kin.

- (4) Paragraphs 1 and 3 do not apply if a post-mortem examination has been ordered by the corresponding authorities due to legal empowerment.
- (5) Sec. 13 does not apply to the donation and extraction of organs for purposes of transplantation to other human beings. Only the regulations of the organ-transplant law are relevant.

Section 14 Records and Data

- (1) Medical histories, especially medical records, examination reports, radiographs and other records remain property of the hospital.
- (2) Patients cannot claim to receive the original documents (para. 1). Deviant legal regulations from this remain unaffected.
- (3) The right of the patient or his/her representative to view records, where applicable by handing over copies at his/her costs and the duty of disclosure of the treating hospital physician remain unaffected.
- (4) Data recording, data processing and their transmission to third parties (e.g. cost units, physicians that also treat the patient or will treat the patient after hospital stay, resp. other institutions for health care or treatment as well as rehabilitation facilities) will take place considering legal regulations, especially regulations for data protection, doctor-patient confidentiality and social secrecy.

Section 15 Hospital Rules

The patient has to follow the Hospital Rules issued by the hospital (annex C).

Section 16 Personal Belongings brought into the hospital

- (1) Only necessary clothes and items of daily use should be brought into the hospital. The patient may only keep his usual clothes and items of daily use during his/her hospital stay.
- (2) Money and valuables will be reasonably kept at the hospital administration.
- (3) If the patient admitted to hospital will be unable to act, his/her money and valuables will be recorded in the presence of a witness and placed at the hospital administration for safekeeping.
- (4) Left items will become hospital property if they are not collected within 12 weeks after notice is given.
- (5) The notice mentioned in para. 4 contains a warning that the claim to return the item is renounced and as a result, the left items will become hospital property after this deadline.
- (6) Para. 4 does not apply for estate items as well as money and valuables kept safe by administration. The safekeeping, return and utilization of these items takes place considering legal regulations.

Section 17 Limitation of Liability

- (1) For items brought into the hospital by the patient and remaining in the patient's custody and vehicles of the patient parked on the hospital grounds or parking lot provided by the hospital, the hospital's cost unit will only be liable in case of intent and gross negligence. The same applies for loss of money and valuables which have not been turned in at the administration of the hospital for safekeeping.
- (2) Liability claims due to loss or damage of money and valuables turned in for safekeeping at the administration as well as for estate items which have been turned in at the administration, must be claimed in writing within a 3-months period after knowledge of their loss or damage has been obtained. The period begins soonest as the patient is discharged from the hospital.

Section 18 Place of Payment

The payer has to meet his/her debt at his/her own risk and expense in Bergisch Gladbach.

Section 19 Effective Date

These General Contractual Conditions (AVBs) become effective on 01/05/2009. At the same time, the AVBs of 01/01/2006 will be revoked.

Marien Krankenhaus gGmbH
Bergisch Gladbach

Annexes to the AVBs of 01/05/2009

Annex A: DRG Charges for hospitals within the scope of the Hospital Finance Act (KHEntgG) and the instruction of the patient according to sec. 8 of the KHEntgG

Annex A1: Schedule of prices

Annex A2: DRG Charges catalogue

Annex A3: Not applicable

Annex A4: Flat rate fee for pre- and post-stationary treatment

Annex A5: Leaflet for patients with statutory health insurance (additional payments)

Annex A6: Treatment contract

Annex B: Additional Services Agreement

Annex B1: Doctor's directory for Additional Services Agreement

Annex B2: Additional services and service offerings of the Marien-Krankenhaus

Annex B3a: Desired substitute for the Additional Services Agreement

Annex B3b: Agreement regarding non-availability of the requested physician

Annex B4: Application for telephone/TV

Annex B5: Agreement on data transmission to a private health insurance company

Annex C: Hospital Rules