

Cover Sheet for a Private Medical Services Agreement**Important Information Prior to the Agreement of Private Medical Services**

Dear patient¹,

You are about to enter into a so-called private medical services agreement regarding the separate invoicing of private medical services and other optional services. To this end, §22 (2) of the Federal Healthcare Tariff Decree (BPfIV) and §17 (2) of the Hospital Remuneration Act (KHEntgG) prescribes that every patient shall be informed in detail of the fees for private treatment and their content **prior** to the conclusion of the agreement. We would like to hereby fulfil this obligation.

1. Summary

The BPfIV and the KHEntgG differentiate between general hospital services and private medical services.

General hospital services are hospital services that are necessary, taking into account the capability of the hospital, given the individual nature and severity of the illness, to provide suitable and adequate care for the patient. If you have statutory health insurance, you will not incur any costs, other than statutory payments, for the use of **general hospital services**, as the clinic settles these services directly with the health insurance company.

Private medical services on the other hand are special services that go beyond general hospital services. These are to be agreed separately and are to be **paid for by the patient**. These special services are divided into private medical services and other private services.

2. Private medical services

For **private medical services**, this means that you will pay in addition for the personal care and special professional qualifications and experience of the hospital's private doctors, including the medical services provided by these doctors and medical facilities outside the hospital.

You shall of course be granted all the necessary medical services even without having concluded a private medical agreement, although in this case the doctor providing treatment will be assigned in accordance with medical necessity.

¹ For the purposes of simplification, the patient will be referred to as 'he' in the following. In addition, by patient, we mean the contractual partner even if a legal or privately authorised representative signs.

An agreement regarding private medical services extends to all employed or official doctors of the hospital involved in the treatment of the patient, to the extent that the latter is entitled to separate invoicing for their services within the framework of full inpatient and partial inpatient care as well as prior and subsequent inpatient treatment (§115a of the Fifth Volume of the Code of Social Law.), including the medical services provided by these doctors and medical facilities outside the hospital (the so-called private doctor chain).

This means that other private doctors and medical facilities may also invoice you separately for their services to the extent they have been included in the clinical treatment.

Specifically, the invoicing shall be in line with the regulations of **public medical fee schedule** for doctors/the medical fee schedule for dentists (GOÄ/GOZ). These regulations have the following basic structure:

The first column contains the invoiceable service with a fee number. A written description of the invoiceable service is assigned to this fee number in the second column. The service is assessed with a score in column three. A standard point value used for the entire GOÄ, which is expressed in cents, is assigned to this score. The currently valid point value is 5.82873 cents in accordance with §5 (1) of the GOÄ. Multiplying the score by the point value gives **the price** for this service, which is then shown in column 4 of the GOÄ.

Number	Description of service	Score (basic rate)	Price (€)
1	Consultancy – also by telephone	80	4.66

Within the fee framework, the fees are to be determined with discretion taking into account the complexity of and time expended on the individual service as well as the circumstances of the service provision. The complexity of the individual service can also be justified by the complexity of the specific illness. Fees for services stated in sections A, E and O of the GOÄ (especially technical services) are determined by multiplying the fee rate by a factor of between 1 and 2.5. Fees for the service in accordance with number 437 of the medical fee schedule as well as for services stated in section M of the medical fee schedule are determined by multiplying the fee rate by a factor of between 1 and 1.3. The other services are determined by multiplying the fee rate by a factor of between 1 and 3.5.

Exceeding the standard rates (1.8 times the increment for technical services, 1.15 times the increment for laboratory services and 2.3 times the increment for all other services) must be justified by the doctor in the invoice.

It cannot be predicted which fee items will be invoiced for your medical condition and which increments will be applied. This depends on which individual services are provided in your specific case in the continuation of the clinical treatment, the degree of complexity of the service and the time required for it.

With full, partial, pre- and post-inpatient private medical services, the fees calculated in accordance with the GOÄ, including the surcharges that apply, are to be reduced by 25%. In a deviation from this, the reduction for services and surcharges in accordance with clause 1 applied by general practitioners and other registered doctors is 15%. An exception to this reduction obligation is the surcharge in accordance with letter J in section B V (§6a GOÄ/§7 GOZ).

Overall, the agreement of private medical services can represent a substantial financial burden. Please check whether your private health insurance/subsidies etc. covers these costs.

3. Other private services

Our University Clinic offers you private **accommodation** for the duration of your inpatient stay. This private service is an additional service that we invoice separately. The following prices will be invoiced by us for all three locations:

a)	Single bed in standard ² shared room	€115,85/day
b)	Single bed in standard double room	€89,24/day
c)	Double bed in standard shared room	€65,32/day
d)	Accommodation and board for an accompanying person	€35.80/day
e)	Accommodation and board for persons accompanying children with no need for their own room	€18.80/day
f)	Parents' room (after childbirth)	€64.90/day
g)	Comfort features with no separately invoiceable accommodation	€25,34/day
h)	Comfort features for children for a single bed in a standard shared room	€108,50/day
i)	Comfort features for children for a double bed in a standard shared room	€59,17/day
j)	Comfort features for children for a single bed in a standard double room	€81,80/day
k)	Comfort features for children with no separately invoiceable accommodation	€14.72/day

² Standard means the standard service in the corresponding specialist ward of the University Clinic.

Dear patient

Should you have any further questions regarding any details, the staff at the ward responsible for your admission or the respective office of the private doctors would be pleased to assist. You can also consult the GOÄ/GOZ at any time.

Berlin, [date] _____

Berlin, [date] _____

 Patient

 University Clinic

		If the patient is not signing the private medical services agreement himself, please also enter the following details		
	Patient³ (always enter details)	Legal representative		Privately authorised representative
Surname				
First name				
Date of birth				
Address				
		<input type="checkbox"/> Father <input type="checkbox"/> Other carer	<input type="checkbox"/> Mother	Relationship to the patient ----- (e.g. father/mother, spouse, friend)

Private Medical Services Agreement

between the patient and the University Clinic regarding the following **separately invoiceable private medical services (see cover sheet for prices)** marked with a cross

from [date] _____ to the end of inpatient treatment or
 from [date] _____ until _____.

³ For the purposes of simplification, the patient will be referred to as 'he' in the following. By patient, we also mean contractual partner even if a statutory or privately authorised representative signs.

- Separately invoiceable medical services ← in the case of childbirth, also applies to the newborn(s) yes no
- Accommodation in a single room
- Accommodation in a double room
- Accommodation and board for an accompanying person Parents' room
- Comfort features without separately invoiceable accommodation

in accordance with the terms and conditions contained in the General Contractual Terms and Conditions (AVB) and the currently valid version of the DRG Fee Tariff.

The University Clinic shall provide the patient with a copy of both the **General Contractual Terms and Conditions (AVB)** and the **DRG Fee Tariff** for inspection or to take with him and, at the latter's request, shall provide him with the opportunity to inspect a copy of the current **medical fee schedule (GOÄ)** and/or the **medical fee schedule for dentists (GOZ)** and shall specifically refer the patient to the following conditions.

An agreement regarding private medical services extends to all employed or official doctors at Charité involved in the examination/treatment of the patient, including the medical services provided by these doctors and medical facilities outside of Charité, as well as those entitled to separate invoicing for their services within the framework of full, partial, pre- or post-inpatient treatment. These doctors are referred to as "private doctors" in the following.

The names of the private doctors, and/or doctors providing the treatment in private medical facilities in the case of separate invoicing by the University Clinic, are to be indicated in the annexe to this private medical services agreement. For invoicing purposes using the GOÄ or GOZ, these doctors or the University Clinic (if the latter invoices separately) can use a private invoicing company, whereby Charité contractually guarantees that the claims satisfy the medical confidentiality requirements of the German Penal Code and the data confidentiality requirements of the BlnDSG [Berlin Data Protection Act] and/or the BDSG [Federal Data Protection Act]. This applies regardless of the medical services provided by the private doctor in the case of separate invoicing in accordance with this agreement even without a written supplementary doctor agreement.

The separately invoiceable medical services shall be provided personally by the private doctor or – unless it concerns so-called primary or core services – under the supervision of the chief physician in accordance with professional guidance provided to a junior doctor in its department (§4 (2) of the GOÄ/GOZ); personal provision of services by the chief physician is the same as personal provision of services by his permanent representative.

Only in the event that, at the time the agreement is signed, the private doctor is unable to perform the services due to unforeseeable circumstances (illness in particular), or it is not yet known that a specific unavailable private doctor covered by the private medical services agreement in accordance with §17 (3) of the KHEntgG or §22 (3) (1) of the BpflV will have to be used for the treatment, can the respective permanent representative take over the tasks of the private doctor whilst retaining a separate right to settlement. Details of the permanent medical representative are contained in the annexe to this private medical services agreement.

In the case of foreseeable absence, other doctors can be entrusted with carrying out the tasks in accordance with a separate individual agreement with the patient. If such an agreement is not entered into, the right to settlement falls upon the foreseeably absent doctor.

Settlement is performed in accordance with the GOÄ and/or the GOZ in their respective current versions, the procedure for which is described in detail in the cover sheet to this private medical services agreement.

Unless otherwise agreed, this private medical services agreement applies to the entire period of the aforementioned patient's inpatient stay. The agreement can be terminated by either party on any day to the end of the following working day. The agreement can also be terminated without notice if there exists an important reason to do so.

The General Terms and Conditions (AVB), the DRG fee tariff and the supplementary provisions of the treatment agreement are integral parts of this agreement.

Reference to data processing:

I am aware that, within the framework of the private services agreement entered into by me or on my behalf, information about me, my statutory insurance status and the medical information required for my treatment may be saved, amended and deleted and may be forwarded to a third party (such as a cost unit) for a specific purpose, in accordance with the respective data protection provisions.

Consent to the use of a clearing house (or delete if not applicable):

I hereby grant my **consent** – which can be revoked at any time – for my personal details required for accounting, collection and settlement of my outstanding payments, such as address, date of birth, cost unit, treatment period, services provided in accordance with the GOÄ/GOZ and associated diagnoses and procedures, to be passed onto the clearing house responsible. This is shown in the list of private consultants.



Campus Benjamin Franklin | Campus Buch | Campus Mitte | Campus Virchow-Klinikum

(Version 1.11, 01 January 2017)

Berlin, [date] _____

Berlin, [date] _____

Patient

University Clinic