



**UNIVERSITÄTS  
KLINIKUM**  
Jena

**GTC**

General Terms and Conditions  
of Contract of the  
Jena University Hospital

# GTC | General Terms and Conditions of Contract of the Jena University Hospital

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# General Terms and Conditions of Contract of the Jena University Hospital (GTC)

## Section A - Legal Framework

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### § 1 Scope

Unless otherwise agreed, the General Terms and Conditions of Contract (GTC) apply for contractual relationships between the Jena University Hospital and patients as well as accompanying persons and the payment obligations in the event of full-time or part-time inpatient as well as pre- and post-inpatient hospital services. The GTC apply analogously for outpatient services provided by the Jena University Hospital.

### § 2 Legal relationship

- (1) As a rule, the legal relationships between the Jena University Hospital and patients are a private law matter pursuant to Section 630a et seq. of the German Civil Code (BGB).
- (2) Special legal provisions apply for individuals who are admitted based on a court order.

## Section B - Inpatient University Hospital Services

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### § 3 Admission

- (1) In principle, the patient discloses their insurance relationship as part of the admission procedure by submitting a valid health insurance card. The Jena University Hospital is entitled to inspect official photo ID for identification purposes.
- (2) The Jena University Hospital shall admit patients requiring full-time or part-time inpatient treatment within the scope of its capabilities. The order of admission depends on the severity and urgency of the symptoms.

- (3) Individuals requiring immediate treatment due to an immediately life-threatening condition or a risk of a dangerous deterioration of their condition (emergency), shall only be provisionally admitted until their transfer to another hospital is ensured, in cases in which the qualitative or quantitative capability of the Jena University Hospital cannot be guaranteed.
- (4) An accompanying person is admitted, if the responsible doctor considers this medically necessary to treat the patient and the individual is able to be accommodated at the Jena University Hospital.
- (5) Moreover, an accompanying person may be admitted at the patient's request, as part of the optional services, if adequate accommodation options are available, hospital operations are not impaired and there are no medical reasons against this request.

#### **§ 4 Scope of the service by the University Hospital**

- (1) The full-time, part-time inpatient as well as pre- and post-inpatient hospital services are comprised of the general hospital services and the optional services.
- (2) General hospital services are those services that are necessary for adequate and appropriate medical treatment in consideration of the capability of the Jena University Hospital in each individual case based on the type and severity of the patient's condition. These requirements also include:
  - a) the measures on the early detection of diseases implemented during the hospital stay within the meaning of Volume five of the Social Code (SGB V),
  - b) the third party services commissioned by the Jena University Hospital,
  - c) the admission of an accompanying person necessary for medical reasons,
  - d) the special tasks of centres and core areas for the inpatient treatment of patients, e.g. inpatient treatment in tumour centres and geriatric centres,
  - e) the early stages of rehabilitation within the meaning of Section (1), sentence 3 of Volume five of the Social Code.
- (3) Optional services include the services by the Jena University Hospital individually listed in § 8 (1) of these GTC.
- (4) The contractual offer of the Jena University Hospital only extends to the services for which the Jena University Hospital is equipped in terms of staff, expertise and resources based on its medical objective.

- (5) The following are not part of the general services provided by the Jena University Hospital:
- a)** aids that are given to the patient at the end of the hospital stay (such as prostheses, crutches, wheelchairs, etc.),
  - b)** services, which the Joint Federal Committee decides are not to be charged to the statutory health insurance pursuant to Section 137 (c) SGB V.

### **§ 5 Pre- and post-inpatient treatment**

- (1) In the event of a hospital treatment order (hospitalisation), the Jena University Hospital may, in appropriate medical cases, treat patients without providing accommodation and meals in order to
- a)** clarify the requirements of a full-time inpatient hospital treatment, or prepare for full-time inpatient hospital treatment (pre-inpatient treatment),
  - b)** secure or consolidate the success of treatment following full-time inpatient hospital treatment (post-admission treatment).
- (2) Pre-inpatient hospital treatment that may not exceed three days of treatment within five calendar days before the start of inpatient treatment is terminated,
- a)** upon admission of the patient for full-time inpatient treatment,
  - b)** if it turns out that full-time inpatient hospital treatment is not necessary, or only outside the pre-inpatient timeframe,
  - c)** if the patient expressly requests the termination or cancels the treatment. The treatment contract also ends in cases b) and c).
- (3) Post-inpatient hospital treatment, which may not exceed seven days of treatment within fourteen calendar days, for organ transplants, three months after the end of the inpatient hospital treatment, is terminated,
- a)** if the doctor decides that the success of the treatment is ensured,
  - b)** if the patient expressly requests the termination or cancels the treatment. The treatment contract also ends in this case.

The period of 14 days or three months (organ transplant) may be extended in medically justified, exceptional cases with the agreement of the referring doctor. The Jena University Hospital may continue check-ups in the case of organ transplants pursuant to Section 9 of the Transplant Act, even after the end of post-inpatient treatment, in order to provide scientific monitoring and support for further hospital treatment or quality assurance measures.

- (4) Any necessary medical treatment outside the Jena University Hospital during pre- and post-inpatient treatment is ensured by the panel doctors as part of the service guarantee and is not part of the services provided by the Jena University Hospital.

### **§ 6 Leave**

- (1) In principle, leave is not agreed in association with hospital treatment.
- (2) In medically justifiable exceptional cases, the patient may be given leave to handle urgent personal matters or to stabilise the success of the treatment in cooperation with the doctor. Leave should only be granted for a few hours, not overnight where possible. The consent of the health insurance fund is required for leave of more than 24 hours.
- (3) Leave as part of therapy is possible for psychiatric patients in certain cases.
- (4) The Jena University Hospital shall supply patients with medical products, medicines and aids, which they require in accordance with ongoing treatment, for the duration of the leave.
- (5) Costs that arise as a result of leave, especially patient transport and travel costs, shall not be borne by the Jena University Hospital.

### **§ 7 Transfer and discharge**

- (1) Patients may be transferred to another hospital or another ward at the Jena University Hospital, if this is necessary for medical reasons.
- (2) Transfers to a local hospital, for no medical reason, that are charged to the statutory health insurance fund require the prior consent of the health insurance fund. If the statutory health insurance fund does not provide their consent, the costs for the transfer shall be borne by the patient, if they expressly request a transfer. The Jena University Hospital shall inform the patient covered by statutory health insurance of this circumstance.
- (3) A Discharge shall take place,
  - a) if the treating doctor is of the opinion that the patient no longer requires full-time or part-time inpatient treatment,
  - b) if a patient expressly requests a discharge.

- (4)** If the patient insists on being discharged, against medical advice, or if they leave the Jena University Hospital without authorisation, the Jena University Hospital is not liable for the resulting consequences. An accompanying person is discharged if the requirements pursuant to § 3 (3) and (4) are no longer satisfied.
- (5)** If no post-inpatient hospital treatment is defined, the service obligation of the Jena University Hospital from the treatment contract ends upon discharge.
- (6)** Provided that there is no threat of a dangerous deterioration of the condition, patients may be discharged from the Jena University Hospital at the order of the responsible doctor:
  - a)** in the event of repeated or serious breaches of doctor's or nurse's orders,
  - b)** in the event of repeated or serious breaches of the hospital rules,
  - c)** if an advance payment within the meaning of § 11 is not paid despite a reminder.

### **§ 8 Optional services**

- (1)** The following separately billable optional services may be agreed between the Jena University Hospital and the patient or the payer in consideration of the possibilities available to the Jena University Hospital and in accordance with the tariff for full-time inpatient, pre- and post-inpatient and part-time inpatient services, if this does not adversely affect the general services provided by the Jena University Hospital:
  - a)** Medical services as separately billable services of all specialist clinics/departments and institutes involved in the treatment as well as consultants and external medical examination bodies,
  - b)** Accommodation in a single room,
  - c)** Accommodation in a twin room,
  - d)** Accommodation and catering for an accompanying person.
- (2)** Optional services must be agreed in writing before they are provided by the Jena University Hospital.
- (3)** The written application for the provision of an optional service is also deemed to be approved,
  - a)** if the service applied for is provided, or
  - b)** if the Jena University Hospital administration department does not issue an objection by way of a written or verbal statement to the applicant by the end of the working day following the day on which the application was received by the Jena University Hospital administration department.

- (4) In delivery cases, the optional services claimed by the mother do not extend to healthy newborns. A healthy newborn requires a separate optional service agreement.
- (5) Separately billable medical services within the meaning of paragraph 1, letter a), even if they are charged by the Jena University Hospital, shall be personally provided by the Director of the hospital or the Jena University Hospital institute, or by a subordinate doctor at the hospital or institute under the director's supervision (Section 4 (2) GOÄ (Fee Regulation for Doctors)/ GOZ (Fee Regulation for Dentists)). If the director is unable to attend, his/her task shall be performed by a deputy. The doctor shall exclusively charge for their medical services based on the Fee Regulation for Doctors (GOÄ) or the Fee Regulation for Dentists (GOZ). These optional services are also charged for the day of transfer or dismissal.
- (6) The Jena University Hospital may refuse to conclude an optional service agreement with patients who have not paid the costs of an earlier treatment at the Jena University Hospital, or paid these costs with a significant delay.
- (7) The Jena University Hospital may immediately suspend optional services, if this becomes necessary to fulfil general hospital services for other patients. The patient may also terminate the agreement on any day with effect for the end of the following day. Both parties may terminate the agreement, by way of a written or verbal declaration, for good cause without complying with the notice period.

### **§ 9 Fee**

- (1) The fee for the services provided by the Jena University Hospital is subject to the statutory provisions and the nursing tariff or the DRG pay rate or the flat-rate payment system for psychiatry and psychosomatics, as amended.
- (2) The pay rates can be inspected in the inpatient admissions department.

### **§ 10 Settlement of accounts for patients with statutory health insurance and those entitled to therapeutic care**

- (1) If a public payer (e.g. health insurance fund, etc.) is obliged to pay the fee for the hospital services in accordance with the applicable statutory regulations, the Jena University Hospital shall settle its fees directly with this institution.



- (2) Patients over eighteen years of age with statutory health insurance must pay a co-payment from the start of the full-time inpatient hospital treatment within one calendar year, for a maximum of 28 calendar days pursuant to Section 39 (4) SGB V, which the Jena University Hospital forwards to the health insurance fund. The Jena University Hospital is obliged to collect the co-payment on behalf of the health insurance fund and to introduce any necessary enforcement measures.
- (3) Patients with statutory health insurance, who have received hospital treatment within the meaning of Section 39 (1) SGB V and who declare their wish to be informed of the services provided by the hospital as well as the fees to be paid by the health insurance fund, shall receive written information within four weeks of the completion of the hospital treatment pursuant to Section 305 (2) SGB V, if they or their legal representative submits an express declaration to the Jena University Hospital administration department no later than two weeks after the completion of treatment.

### **§ 11 Settlement of accounts for direct payers, advance payments and interim bills**

- (1) If no statutory health insurance cover exists, if it cannot be proven, or optional services are provided, which are not covered by the statutory health insurance cover, a public payer (e.g. health insurance fund) is not obliged to make a payment in accordance with the applicable statutory provisions. In this case, the patient is directly liable for payment to the Jena University Hospital.
- (2) Direct payers are obliged to pay the fee for the hospital services. If direct payers submit a treatment guarantee from a private health insurance fund in favour of the Jena University Hospital, invoices shall be issued directly to the private health insurance fund. This kind of direct settlement requires the insured person's written consent, which can be withdrawn at any time, that the data will also be transmitted to the private health insurance company pursuant to Section 301 SGB V.
- (3) Direct payers, or patients who make use of optional services, must pay an appropriate advance payment based on the planned services upon admission to the Jena University Hospital. The advance payment is based on the expected fees.
- (4) Instalment payments may be required for hospital services provided. A final invoice is issued upon completion of treatment.

- (5) The Jena University Hospital reserves the right to retrospectively bill services that are not included in the final invoice and to correct errors.
- (6) The invoice amount becomes payable upon receipt of the invoice. The statutory regulations under the German Civil Code apply for a default of payments. The date of payment, exempt from charges, to the Jena University Hospital paying office or, in the event of a transfer, the date that payment is credited to one of the accounts indicated in the invoice is decisive in this respect.
- (7) In the event of a default of payment, statutory default interest (Section 288 BGB) may be charged together with a 5 euro reminder fee.
- (8) Any offsetting against contested or not legally established receivables is prohibited.

## Section C – Outpatient University Hospital Services

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### § 12 Outpatient operations and ward-replacement procedures

- (1) Outpatient operations and ward-replacement procedures are usually performed at the request of a local panel doctor by way of a transfer form.
- (2) The treating doctor decides on the execution of the necessary treatment as an outpatient operation or ward-replacement procedure based on the statutory provisions.

### § 13 Performance and settlement of outpatient services

- (1) Outpatient consultations, examinations and treatments can only take place,
  - a) if the patient submits a valid transfer form completed by a panel doctor prior to the first treatment in the current quarter (initial contact in the quarter),
  - b) if the patient submits a valid health insurance card in dental outpatient departments,
  - c) if the patient or their legal representative or a third party bears the costs themselves,
  - d) if an immediate emergency exists for the patient, or
  - e) in the event of a procedure for the transitory treatment by specialists.

- (2) If a public social service provider (e.g. statutory health insurance fund) is obliged to pay the fee for the hospital services in accordance with the applicable statutory regulations, the Jena University Hospital shall settle the fees directly with this provider in accordance with the cost absorption declaration.
- (3) In the event of the absence of a cost absorption declaration or the invalidity of a panel doctor transfer, the patient or their legal representative shall be liable for the resulting treatment costs. They are also liable for payment towards the Jena University Hospital, if they have agreed to offset the full amount or a partial amount of the treatment costs with a third party.
- (4) Patients or their legal representatives, who bear the treatment costs themselves, shall be charged in accordance with the Fee Regulation for Doctors (GOÄ) or separate agreements.
- (5) For patients or their legal representatives, who bear the treatment costs themselves, an advance payment or the immediate payment of the invoice may be required. § 11 applies in all other respects.
- (6) Agreed private medical services in private consultations with the hospital or institute directors remain unaffected.

## Section D – General Information

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### § 14 Medical procedures

- (1) Procedures affecting a patient's physical and mental integrity shall only be performed after explaining the importance and consequences of the procedure and receiving their consent.
- (2) If the patient is incapable of providing their consent, the procedure shall be performed without consent, if the responsible doctor is convinced this is essential in order to prevent an imminent danger to life or due to an immediate risk of serious impairment of the state of health.

- (3) Paragraph 2 applies analogously, if the legal representative of a patient with limited capacity or an incapable patient cannot be reached, or their declaration of consent opposing the procedure is insignificant with respect to Section 323c German Criminal Code (StGB).

### **§ 15 Records and data protection**

- (1) Medical histories, especially medical records, examination reports, radiographs and other records are the property of the Jena University Hospital.
- (2) Patients are not entitled to be issued the original documents. Deviating statutory regulations remain unaffected.
- (3) The right of the patient or an individual authorised to inspect the records, or, where applicable, to transmit copies at cost to the patient or authorised individual and the duty of the responsible hospital doctor to provide information remain unaffected.
- (4) Data processing, including its transmission, takes place in compliance with the statutory regulations, in particular, the provisions on data protection, medical confidentiality, the protection of personal data and the Thuringian Hospitals Act.

### **§ 16 Storage of surplus samples/biobank**

If bodily substances are collected as part of the therapeutic or diagnostic treatment, these shall be stored in the biobank at the Jena University Hospital for research purposes.

### **§ 17 Hospital rules**

Patients must comply with the hospital rules issued by the Jena University Hospital. The hospital rules are available in every ward.

### **§ 18 Personal property**

- (1) In principle, the Jena University Hospital is not liable for the property of patients and accompanying persons. Patients and accompanying persons should only bring necessary clothing and personal effect to the Jena University Hospital.

- (2) The Jena University Hospital cannot provide safekeeping for cash, valuables or other personal property.
- (3) In the event that patients who are incapable of acting are admitted, any money and valuables shall be identified in the presence of a witness and stored.
- (4) Items left behind are deemed to be abandoned and become the property of the Jena University Hospital, if they are not retrieved within 12 weeks of notification.
- (5) Paragraph 4 does not apply for deceased property (§ 19), or cash and valuables that has been accepted for safekeeping by the Jena University Hospital administration department. Cash and valuables shall be deposited at the court pursuant to Section 372 BGB upon expiration of twelve weeks.
- (6) If the patient has not met their payment obligation, or if the Jena University Hospital has lodged a compensation claim against the patient, the Jena University Hospital is entitled to retain the patient's property.

### **§ 19 Deceased property**

- (1) Cash and valuables shall be surrendered to the identified heirs or the competent court.
- (2) For other deceased property, the surrender obligation has been satisfied, if the property has been surrendered to the person specified by the patient. If no person has been specified by the patient, the property is surrendered to the next of kin. The following order applies for the next of kin: spouse, children, parents, siblings; § 19 (5) applies accordingly.

### **§ 20 Limitation of liability**

- (1) The Jena University Hospital is only liable for the loss of, or damage to personal property, which remains in the patient's custody, or patient vehicles parked on hospital property or in a parking space provided by the Jena University Hospital, in the event of intent or gross negligence; the same applies for the loss of cash and valuables that have not been handed over to the hospital for safekeeping.

- (2) Liability claims due to loss of cash and damage to, or loss of valuables, which have been stored by the Jena University Hospital, as well as for deceased property, which had been stored by the Jena University Hospital, must be raised immediately in writing, no later than within four weeks after becoming aware of the loss or damage; the period starts no later than upon discharge of the patient.

### **§ 21 Autopsies**

- (1) An autopsy may be performed, if
- a)** the deceased provided their consent in their lifetime, or
  - b)** the available next of kin (paragraph 3) of the deceased, in the event of relatives of equal rank, one of them, provides their consent and the doctor is not aware of any contrasting wish of the deceased.
- (2) An autopsy shall not be performed, if it is known that the deceased was a member of an association opposed to autopsies and they did not provide their consent in their lifetime.
- (3) The order for the next of kin within the meaning of paragraph 2 is as follows:
- a)** spouse or registered life partner,
  - b)** children of full legal age (and adopted children),
  - c)** parents (if adopted, adopted parents)

or, if the deceased was a minor at their time of death and their care was provided by a single parent, a guardian or a carer, this carer,

- a)** siblings of full legal age,
- b)** grandparents.

If multiple next of kin of equal rank exist, only one has to become involved and reach a decision. If differences of opinion exist amongst the next of kin of equal rank, a post-mortem shall not be performed. If a higher ranking next of kin cannot be reached within an appropriate period of time, the involvement and decision of the available, next-ranking next of kin is adequate. A person of full legal age, who had an obvious personal bond with the deceased is deemed equivalent to the next of kin; they shall join the next of kin. If the deceased transferred their decision on an autopsy to a specific person, this person shall take the place of the next of kin in this issue.

- (4) Paragraphs 1-3 shall not apply for autopsies ordered based on a statutory authorisation by the competent authorities.
- (5) § 21 shall not apply to the donation and removal of organs as well as tissue for the purpose of transfer to other people. The regulations of the Transplant Act or the Tissue Act shall apply exclusively in this respect.

### **§ 22 Place of payment and court with jurisdiction**

The place of payment and court with jurisdiction is Jena.

### **§ 23 Entry into force**

These GTC shall enter into force on 1 January 2017. The GTC from 01/10/2015 shall be repealed at this time.

The Hospital Board

# Imprint

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## **Jena University Hospital**

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