

Information for patients regarding private medical services

Scope: Diakonie-Klinikum Stuttgart

Last name, first name Admission number

Important information for patients prior to the agreement of private medical services

Dear Patient,

You are about to enter into a so-called private medical services agreement regarding the separate invoicing of medical services. To this end, section 22 (2) of the Federal Healthcare Charges Regulation (BpflV) and section 17 (2) of the Hospital Remuneration Act (KHEntgG) stipulate that patients must be informed in detail about the charges for private medical services and their content before the agreement is concluded. We are therefore providing the following information:

1. The BpflV and the KHEntgG differentiate between general hospital services and private medical services. **General hospital services** are hospital services that are considered medically necessary and adequate for the patient, taking into account the capacity of the hospital in each individual case according to the individual nature and severity of the illness. If you are covered by statutory health insurance, you will not be charged any additional costs **other than statutory payments for the receipt of general hospital services. Private medical services**, on the other hand, are optional services that go beyond general hospital services. These must be agreed separately and **paid for by the patient**.
2. If you opt for **private medical services** you pay for the personal attention and specialist professional qualifications and experience of the hospital's private doctors, including for the medical services, arranged for by such hospital doctors, of doctors and medically-managed facilities outside the hospital itself.

You will of course receive all the medical care you need even without having concluded a private medical services agreement, although in this case the doctor treating you will then be determined solely by medical necessity.

3. Invoicing for private medical services complies with the rules of the **official scale of fees** for doctors/dentists (GOÄ/GOZ). The basic structure of these fees is as follows:

The invoiceable service is given a fee code in the first column. A written description of the invoiceable services is assigned to this fee code in the second column. The service is assessed with a score in the third column. 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 section 5 (1) GOÄ.

The price for this service, which is shown in column 4 of the GOÄ, is calculated by multiplying the number of points and the point value.

For example:

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

The price determined in this way is the so-called GOÄ basic rate. This basic rate can be increased by increment factors. These increment factors take into account the complexity and time required for the individual service or the complexity of the case. Within the normal fee range, fees may increase by between 1 and 3.5 times the fee rate, for technical services by between 1 and 2.5 times the fee rate and for laboratory services by between 1 and 1.3 times the fee rate. On average the fee rate increases by a factor of 1.8 for technical services, 1.15 for laboratory services and 2.3 for all other services. In addition, the fees are reduced by 25% or 15% in accordance with section 6a GOÄ.

It is not possible to predict in advance which fee items will be invoiced for your medical condition and which increment rates will be applied. This depends on which individual services are actually provided in the course of treatment, the degree of complexity of the services and the time required.

All in all, agreeing to pay for private medical services can represent a significant financial burden. Please check whether your private health insurance/subsidy etc. covers these costs.

01.08.2024

Date

X

Signature of patient / legal representative
(or the legal guardian)

Signature of hospital employee

Private Medical Services Agreement

Scope: Diakonie-Klinikum Stuttgart

between

Last name, first name:
Date of birth:
Case number:
Address:
Admission date:
Reason for admission:
Specialist department:
Location:

and **Diakonie-Klinikum Stuttgart, Diakonissenkrankenhaus und Paulinenhilfe gGmbH, Rosenbergstraße 38, 70176 Stuttgart**

on the provision of the separately invoiceable private medical services ticked below under the conditions specified in the General Contractual Terms and Conditions (AVB) and in the nursing costs schedule or hospital charges.

- The medical services of all employed and civil service doctors of the hospital involved in the treatment, insofar as they are authorised to invoice their services separately, including the medical services provided by these doctors or medically managed facilities outside the hospital arranged by these doctors. This also applies if the private medical services are invoiced by the hospital; medical services are invoiced according to the current version of the GOÄ/GOZ.

In the event of the unforeseen unavailability of the private doctor of the relevant specialist department, I consent to his/her duties being taken over by his/her permanent medical representative. The names can be found in the medical costs or hospital charges tariff, which is part of the General Contractual Terms and Conditions, under "Doctors at the Diakonie-Klinikum who are entitled to charge for their services".

- Accommodation in a single bed room in accordance with the following service description:

Single bed room incl. telephone, internet, TV	
Location	Price
Paulinen-/Sophienbau	€89.00
P12 ServicePlus Comfort features: Lounge use, snacks, coffee, bathrobe, towels, hairdryer, laundry service, toiletries set, newspaper, safe, errands within the hospital	€112.00
P51 Komfort Comfort features: Lounge use, snacks, coffee, sparkling water, bathrobe, towels, hairdryer, laundry service, toiletries set, newspaper, safe, errands within the hospital, luggage service, bed linen, flowers	€150.00
P52 Komfort Comfort features: Lounge use, snacks, coffee, sparkling water, bathrobe, towels, hairdryer, laundry service, toiletries set, newspaper, safe, errands within the hospital, luggage service, bed linen, flowers	€150.00
Wilhelmshospital	€72.00
W31 Komfort	€150.00
W11/W21 interspersed comfort rooms W1.004, W2.004, W1.005, W2.005, W1.024, W2.024, W1.025, W2.025 Comfort features: Lounge use, snacks, coffee, bathrobe, towels, hairdryer, laundry service, toiletries set, newspaper, safe, errands within the hospital	€124.00

Accommodation in a two bed room in accordance with the following service description:

Two bed room incl. Telephone, Internet, TV	
Location	Price
Paulinen-/Sophienbau	€44.00
P12 ServicePlus Comfort features: Lounge use, snacks, coffee, bathrobe, towels, hairdryer, laundry service, toiletries set, newspaper, safe, errands within the hospital	€57.00
P51 Komfort Comfort features: Lounge use, snacks, coffee, sparkling water, bathrobe, towels, hairdryer, laundry service, toiletries set, newspaper, safe, errands within the hospital, luggage service, bed linen, flowers	€72.00
P52 Komfort Comfort features: Lounge use, snacks, coffee, sparkling water, bathrobe, towels, hairdryer, laundry service, toiletries set, newspaper, safe, errands within the hospital, luggage service, bed linen, flowers	€72.00
Wilhelmhospital	€32.00
W31 Komfort	€72.00
W11/W21 interspersed comfort rooms W1.012, W2.012, W1.016, W2.016 Comfort features: Lounge use, snacks, coffee, bathrobe, towels, hairdryer, laundry service, toiletries set, newspaper, safe, errands within the hospital	€67.00

The charges for private accommodation are calculated for the day of admission and each subsequent day of hospitalisation, but only for the day of discharge or transfer in the case of partial inpatient treatment.

Accommodation and board for an accompanying person for whom treatment is **not** medically indicated

Hotel service as accommodation that is not medically indicated

Note:

- The private medical services agreement covers the entire hospital stay, even if it is interrupted.
- The separately invoiceable private medical services agreed between the hospital and the patient are provided within the limits of the hospital's personnel and material resources, provided that this does not impair provision of general hospital services.
- The hospital may refuse to enter into a private medical services agreement with patients who have not paid for previous treatment or who have paid late when due.
- The hospital may temporarily suspend the provision of private medical services immediately if and for as long as it is necessary in order to provide general hospital services to other patients; otherwise, the agreement may be terminated by the patient on any day to the end of the following day; the agreement may be terminated by either party for good cause without notice.
- If private medical services have been agreed, the hospital may require both reasonable advance payments and reasonable instalment payments.
- If the patient opts for private medical services, the patient's choice may not be limited to individual doctors of the hospital who are entitled to charge for their services (section 22 (1) BpflV / section 17 (3) KHEntgG).
- A private medical services agreement covers all hospital doctors, whether employees or civil servants, involved in the patient's treatment to the extent that these doctors are entitled to make separate charges for inpatient and partial inpatient services and for pre-admission and post-discharge treatment (section 115a Book V of the Social Code), including for the services, arranged for by such hospital doctors, provided by doctors and medically-managed establishments outside the hospital itself. This also applies if the hospital itself charges for private medical services.
- The separately invoiceable medical services, even if they are invoiced by the hospital, are provided personally by the private doctor of the specialist department or the medically managed facilities or, under the supervision of the private doctor, by a subordinate doctor of the department or institute (section 4 (2) sentence 1 GOÄ/GOZ) or by the permanent medical representative (section 4 (2) sentence 3 GOÄ/GOZ) in accordance with professional instructions. The GOÄ can be consulted if required.
- This private medical services agreement covers the entire treatment case, including pre- and post-inpatient treatment.

Note:

The private medical services referred to above are not covered by statutory health insurance. If private medical services are received, the patient is obliged to pay the fee as a self-pay patient. Please check whether your private health insurance/subsidy or your statutory health insurance covers these costs via a special private tariff in accordance with section 53 SGB V, etc.

01.08.2024

Date

X

Signature of patient / legal representative
(or the legal guardian)

Signature of hospital employee

I am acting as a representative (please tick as appropriate)

with power of representation/legal representative

without power of representation/but not as legal representative

Last name, first name of the representative

Address of the representative

Signature of the representative

I hereby authorise the validity of the above declaration retrospectively

01.08.2024

Date

X

Signature of patient / legal representative
(or the legal guardian)

Important information about private invoicing

(Art. 12 et seq. GDPR in conjunction with sections 32 et seq. of the Federal Data Protection Act (BDSG-new))

As part of your treatment, we will collect data on you that we must process to the extent necessary to fulfil the treatment contract. These data may also be passed on to third parties (e.g. laboratories, doctors providing further treatment) to the extent necessary in compliance with the relevant data protection regulations. We only transmit your personal data to third parties if this is permitted by law or if you have given your consent.

We intend to instruct **Privatärztliche Verrechnungsstelle Baden-Württemberg eG, Bruno-Jacoby-Weg 11, 70597 Stuttgart** (PVS BW), a professional association of the medical profession with many years of experience in medical fee invoicing, to invoice the services we provide to you. The purpose of this co-operation is to reduce the administrative burden on our invoicing department. This gives us more time to provide our patients with the best possible care. Your fees will be invoiced according to our specifications.

The recipient of the data is PVS BW. As a body bound by professional secrecy, PVS BW, like us, is subject to the provisions of the law on confidentiality and data protection. If you have any questions about invoicing, please contact PVW BW at the above address or by telephone on **0711/7201-0** or by e-mail at info@pvs-bw.de.

We would like to ask you to read the consent form overleaf and give your consent to the invoicing process described, in particular to the disclosure of your health information required for this purpose. Your consent to this is voluntary. Your treatment will be carried out independently of this declaration of consent.

The health data processed by PVS BW will be blocked as soon as the purpose for which they are processed no longer applies and deleted after the statutory retention periods have expired. You have the right to access your personal data. You can also ask us to correct any data that is incorrect. You also have the right to portability under certain conditions. Please contact the PVS BW data protection officer (datenschutz@pvs-bw.de) directly if you have any concerns regarding data privacy. Further information on data protection at PVS can be found in the information pursuant to the GDPR, which can also be accessed at any time on the Internet at www.pvs-bw.de. You also have the right to lodge a complaint with the responsible supervisory authority if you consider that the processing of your personal data is not lawful. The contact details of the responsible supervisory authority are

Der Landesbeauftragte für den Datenschutz und die Informationsfreiheit
(State Commissioner for Data Protection and Freedom of Information)
Königstrasse 10a, 70173 Stuttgart
e-mail: poststelle@lfdi.bwl.de

Declaration of consent (after taking note of the "Important information about private invoicing")

1. I agree that the information required for invoicing and debt collection purposes, in particular data from my medical records (name, date of birth, address, diagnosis, examination and treatment data) and the assignment of the claim may be forwarded to the Privatärztliche Verrechnungsstelle Baden-Württemberg eG (PVS BW), Bruno-Jacoby-Weg 11, 70597 Stuttgart.
2. I agree to PVS BW invoicing and collecting payment for services provided by my private doctor and the succession of private doctors involved in the treatment in its own name and for its own account. In the event of a disagreement regarding the justification of the claim, I consent to the forwarding of additional data from my medical records that may be necessary to justify the claim. In the event of any legal dispute, PVS BW is a party to the proceedings; my private doctor and the private doctors involved in the treatment or the hospital administration can be heard as witnesses.
3. I release my private doctor and the private doctors involved in the treatment or the hospital administration from their statutory duty of confidentiality (section 203 StGB), insofar as this is necessary for the invoicing and assertion of the claims according to clauses 1 and 2. For invoicing purposes, your name, date of birth and address will also be stored in the hospital information system of the Diakonie-Klinikum Stuttgart Diakonissenkrankenhaus und Paulinenhilfe gGmbH.
4. Claims arising from future treatments are also covered by this declaration. This declaration can be revoked at any time with effect for the future by writing to my doctors or the hospital administration.

I hereby give my consent

01.08.2024
Date

X
Signature of patient / legal representative
(or the legal guardian)

Last name, first name