

# Inpatient Treatment Contract Between



**ANTON PROKSCH INSTITUTE**  
**API Betriebsgemeinnützige GmbH**  
Mackgasse 7 - 11  
1230 Wien

and

**Patient  
Label**

## Dear patient,

This treatment contract regulates the contractual relationship between you and API Betriebsgemeinnützige GmbH (hereinafter referred to as Anton Proksch Institute). It applies to all inpatient treatments at the Anton Proksch Institute. Your rights and obligations are governed by this treatment contract and the provisions of the Vienna Hospitals Act 1987 (Wr. KAG) and the Federal Law on Hospitals and Spas (KAKuG), the Austrian Civil Code (ABGB) and other relevant legal provisions.

### Request for admission and accommodation

On the occasion of the inpatient admission you declare your accommodation wish to the Anton Proksch Institute. The inpatient admission constitutes an accommodation contract between you and the Anton Proksch Institute. It includes accommodation, in-patient care and the obligation to have medical assistance available at all times in accordance with § 8 para. 1 no. 1 KAKuG and § 13 Wr. KAG. An inpatient stay is regarded as sick leave and must normally be reported to the employer or the AMS.

### Treatment costs

The costs for the inpatient stay are covered by the health insurance or other cost bearers if the (social) insurance is maintained. The Anton Proksch Institute will invoice the services rendered directly to the insurance company providing the services, after receipt of a confirmation of cost coverage. You are liable yourself in the event that the insurance company refuses to cover the costs or in the event of underinsurance or deductibles. You are responsible for the hospital costs for a maximum of 28 days per year, unless you are exempt from prescription fees. If you are co-insured with one of the regional health insurance funds or insured with the Social Insurance Institution for Farmers (SVB), you agree to pay the excess. The costs will be invoiced to you at the end of your stay, including all legal taxes and duties and can only be paid in cash, by ATM or credit card. Only you are obliged to pay.

### Data protection

The handling of personal data is regulated as described in the document "Data protection declaration for inpatient treatment and care" and was signed by you during the administrative admission.

### Confidentiality obligation

The Anton Proksch Institute and its employees are subject to the obligation of confidentiality according to KAKuG or Wr. KAG and the Medical Act 1998. For the purpose of multi-professional treatment, it is important that therapy-relevant information is openly discussed between the staff members who care for you. You are also bound to confidentiality with regard to personal information obtained from or about fellow patients during accommodation or treatment. This obligation remains even after the end of treatment at the Anton Proksch Institute.

### Research

The information and knowledge gained in the course of your care can be of importance to society as a whole, especially with regard to medical progress. According to the possibilities permitted by law, we will use your data in anonymous form for scientific research activities. Anonymised means that a conclusion on your identity is no longer possible. Research data will be retained indefinitely in accordance with applicable laws.

### Liability for valuable objects

The Anton Proksch Institute assumes no liability for your valuables or other property brought in. Luggage and personal belongings left behind by you at the institute, as well as medical diagnoses, findings and X-rays, will be kept for a maximum of 3 months. If you do not collect your personal belongings within this period, they will be disposed of in a sensible manner. Findings and X-rays will be destroyed in compliance with data protection. Valuables and findings can only be collected by you personally or by an authorised person with a power of attorney signed by you and upon presentation of photo identification.

### House and institution rules

You are obliged to comply with the house and institution rules and regulations and to transfer this obligation to accompanying persons and visitors. In case of serious or continued violations, the Anton Proksch Institute is entitled to immediately terminate the treatment contract and to place you in another hospital at your own expense and risk if you are in need of hospitalization.

### Diagnostic and therapeutic measures

To clarify the diagnosis and for treatment, examinations such as clinical status assessment, X-rays, IT-supported test procedures and blood sampling are necessary. These blood draws may also include tests for certain viral diseases, such as hepatitis B, HIV, etc., in order to take appropriate preventive measures in your interest. You have the right to be informed about all diagnostic and therapeutic steps planned for you in an interview with your treating physician or his/her representative. You also have the

right to refuse proposed examinations or treatment if this is medically justifiable. If medical treatment is necessary, however, the inpatient therapy can only be continued if the necessary measures are accepted; otherwise the treatment contract will be terminated immediately and you will have to be accommodated in another hospital at your own expense and risk if you are in need of hospitalization.

#### **Therapy programme**

Participation in the agreed therapy programme is obligatory. The agreement is concluded between you and the responsible reference physician/therapist. The specified times must be observed. The commitment to participate in the medical treatment and the therapeutic programme as well as in the daily activities is the basis of the cooperation. Within the scope of inpatient treatment, therapeutic outings may also take place, each of which requires the express, specific approval of the responsible doctor. Therapeutic outings are documented in the hospital system for reasons of traceability.

#### **Drugs, allergies, intolerances**

Please inform us immediately if you have any drug intolerances or allergies or if new ones occur. Any change of medication has to be discussed in advance with the attending physicians of the Anton Proksch Institute and must not be carried out arbitrarily as there is a risk of intolerance and side effects. Inform the nursing staff or the doctor immediately of any changes in your condition. The prescribed medication as well as changes to it can impair your ability to operate heavy machinery or motor vehicles. Please consult your doctor before operating a motor vehicle.

#### **Relapses**

Throughout the Institute and during the therapeutic outings, the consumption of alcohol, non-prescribed or unauthorised medication brought along and illegal substances, regardless of the reason for admission, is considered a relapse. The same applies to so-called non-alcoholic beer and foodstuffs containing alcohol. A relapse is discussed with the patient and further measures are determined with the patient (initiation of a stabilization phase, new definition in the therapy or termination of the treatment contract). You agree that the Anton Proksch Institute may carry out abstinence controls at any time. This includes breath, urine and laboratory tests. Urine specimens that are not delivered in time or are manipulated are considered a relapse. Furthermore, we are entitled to search bags, rucksacks, clothing, cupboards, nightstands and the like in your presence if necessary. Bringing substances into the institute as well as any consumption in the institute is not permitted according to our house rules.

#### **Respectful handling - non-violent space**

The entire Anton Proksch Institute is defined as a non-violent space. A respectful treatment of oneself and others is fundamental for living together in the entire institute. The carrying of weapons and weapon-like objects, as well as their manufacture, is not permitted.

#### **Place of performance and jurisdiction**

All disputes arising from the accommodation contract shall be settled exclusively by the court having jurisdiction over the subject matter and location. Place of performance for all mutual services is the location of the Anton Proksch Institute. Austrian law shall apply to the exclusion of its conflict of law rules.

#### **Final provisions**

An ineffectiveness of provisions of this treatment contract does not affect the validity of all other provisions.

Mr / Mrs Dr \_\_\_\_\_ has conducted the disclosure discussion with me. Should further medical measures be necessary, I will be informed about this in a personal conversation with a doctor in charge with the help of special information sheets.

I agree to the items described above with my signature, but I have the right to verifiably revoke all my decisions and thus also the treatment contract in whole or in part at any time.