

# General Terms & Conditions of the Treatment Contract

## 1. What do you need to be aware of before the start of treatment?

### 1.1. Medical prescription

You need a medical prescription for your treatment. You can obtain this from the doctor trusted by you, who is authorized to issue this prescription. In addition to personal data, the prescription must include the following

- a medical diagnosis
- the number of treatment units and
- the treatment prescribed.

You can only refrain from requiring a doctor's prescription if you use the services of your physiotherapist exclusively for prevention. Preventive services may only be provided to healthy people. If, for example, you suffer from pain or if you know of or experience other ailments that require treatment, inform your physiotherapist immediately.

### 1.2. Billing of treatment costs

The costs of the treatment are calculated according to a combination of individual services, time required and any material needed for the treatment and will be announced to you at the start of treatment. Your physiotherapist has no contract with your health insurance company. You settle the costs with your treating physiotherapist as an elective therapist and apply to your health insurance company for partial refund according to the insurance tariff/statutory cost coverage. Information on the expected reimbursement of costs / cost allowance can only be given subject to the decision of your social insurance agency.

### 1.3. Chief medical approval from your health insurance institution

Your health insurance provider will cover part of the treatment costs. To do this, you need to have the medical prescription approved by the chief medical officer of your health insurance company. This means that the health insurance provider will reimburse the partial costs / the statutory cost allowance after the treatment has been carried out and after the treatment costs have been paid on the basis of the invoice submitted at the same time as the prescription approved by the chief physician.

### 1.4. Medical diagnostic findings

A professional treatment requires a detailed initial assessment. Your physiotherapist is dependent on your assistance. You are therefore requested to bring all relevant medical diagnostic findings to the first appointment.

## 2. How is the course of the therapy designed?

### 2.1. Personal one-to-one care

Your physiotherapist is exclusively at your disposal for the duration of the treatment. She is your contact person for organisational and professional questions regarding the treatment.

You agree with her on the areas that are important for you, such as ...

- Where to go? -> treatment goal
- What? -> Measures of treatment
- When? -> treatment appointments
- How long? -> duration of treatment
- How often? -> treatment frequency
- Until when? -> Scope of treatment
- How much? -> Cost of treatment

### 2.2. Your treatment

The service provided by your physiotherapist consists of all measures taken directly with and for you, such as in particular

- personal individual treatment including diagnosis and consultation
- treatment-related administration, appointment management
- preparation and follow-up work necessary for the treatment, such as preparation, adaptation and delivery of individual therapy material
- Documentation (medical history) and 10-year storage, whereby you have the right to inspect and copy (against reimbursement of costs)
- If required/on request: Drafting of individual findings that go beyond the documentation for submission to various institutions such as health insurance companies, treating physicians, private insurance companies and similar institutions

### 2.3. Principles of treatment for your physiotherapist

- Law: Treatment is provided in accordance with the relevant legal provisions, in particular the Federal Law on the Regulation of Higher Medical and Technical Services, as amended. (MTD Law)
- Science: Your physiotherapist is guided by the latest scientific findings.
- Self-determination: your physiotherapist will make a treatment proposal based on the doctor's prescription and the initial assessment. It is up to you to accept this offer or to discuss adjustments with your physiotherapist.
- Confidentiality: All information you give your physiotherapist is subject to the obligation of confidentiality. It is assumed that an exchange of information for the purpose of optimising treatment is desired with the prescribing doctor as well as with the other health care professions you have named and which are involved in the treatment. This information will not be passed on to any other person without your consent. Should further information transfer appear necessary and useful for medical-therapeutic reasons, your physiotherapist will discuss this with you. The same applies to the passing on of the mandatory documentation.

## 2.4. Documentation

Your physiotherapist is legally obliged to document, among other things, the therapeutic measures in a medical history. The documentation is the property of your physiotherapist. You can inspect the documentation at your request and receive copies for a reimbursement of costs. At the end of the treatment, the documentation remains with your physiotherapist and is kept for the legally required period of 10 years.

## 2.5. Availability

Your physiotherapist can be contacted by telephone outside opening hours on weekdays until 18.00. Outside these hours, your physiotherapist asks you to contact her by e-mail.

## 3. What should you know about the cost of treatment?

### 3.1. The costs of the treatment

The costs are calculated according to a combination of individual services, time required and any material needed for the treatment. You will find a presentation of the cost on which this agreement is based in the enclosed fee list of your physiotherapist. The costs of the individual treatment will be communicated to you by your physiotherapist at the beginning of the treatment and are based on the enclosed fee list (July 2020).

### 3.2. Method of payment

At the end of the treatment (or treatment sessions of the medical prescription) your physiotherapist will issue you with a payment invoice for the total cost of the treatment sessions.

You can agree the following payment method with your physiotherapist:

- Payment with payment slip/bank transfer after each session or, in agreement with your therapist, after several sessions, e.g. after half of the prescribed sessions have been completed.
- As soon as all units have been paid for, your physical therapist will issue an invoice for the total costs already paid. This fee note can be submitted to the health insurance company.
- The total costs must be paid within 14 days of the last agreed appointment.

If you are in arrears with the agreed method of payment, your physiotherapist reserves the right to charge interest on arrears at the legally permitted rate of 4%. For reminders in connection with fee claims that have not been paid in accordance with the due date, the reminder fees charged are calculated at Euro 5,- for the first reminder, Euro 10,- for the second reminder and Euro 30,- for the third reminder. The total costs of the treatment therefore result from the fee claim plus any interest on arrears and reminder fees.

## 4. What is your contribution to a successful treatment?

Your physiotherapist is a companion on your very personal path and is available to you with advice and support. During the initial assessment, treatment goals and measures are discussed and agreed upon. A successful treatment requires that you provide your physiotherapist with information about your state of health and the examinations and treatments you have undergone so far and those related to your current complaints. Your physiotherapist will support you by asking specific questions. Your help is indispensable

for achieving the best possible success of the treatment. Assistance can mean following certain instructions, repeating learned exercises or refraining from certain actions. If your physiotherapist gets the impression that the success of the treatment cannot be achieved, e.g. due to a lack of your help, she will contact you and try to offer a solution.

### **5. How do you cancel an agreed treatment appointment?**

If you are unable to keep an agreed treatment appointment, you are requested to inform your physiotherapist immediately on working days - at the latest 24 hours before the agreed appointment. Otherwise, your physiotherapist reserves the right to charge you for the missed appointment at the cost that you would have had to pay if you had the treatment. These costs cannot be claimed from the health insurance institution.

### **6. When does the treatment end?**

The doctor's prescription limits the amount of treatments. If treatment is necessary beyond that, you will need a new medical prescription (or a prescription approved by your chief physician, if you want reimbursement).

The treatment usually ends by agreement between you and your physiotherapist. Both you and your physiotherapist are also free to stop treatment at any time and without giving any reason. Your physical therapist will in particular decide to stop the treatment if she thinks that the treatment does not lead to the desired or agreed success or if other medical-therapeutic treatment measures are indicated.

The same applies if, for example, your physical therapist does not consider the treatment to be therapeutically justifiable any more or if you do not comply with the agreed method of payment. In the event of premature termination, those treatment sessions that you actually used are charged. The only exception to this is appointments that are not canceled in time (see above).

### **7. How do you apply to your health insurance provider for reimbursement of the treatment costs/statutory cost allowance?**

Before the start of treatment you submit the medical prescription approved by your chief physician - together with the dates of the treatment you have already undergone and the fee note issued by your physiotherapist - to your health insurance institution and request a transfer to an account or postal order of the amount to be reimbursed according to the tariff/statutes of the social insurance institution. Your physiotherapist will advise you on the approximate amount of the reimbursement/grant from your health insurance company. As of July 2020, the allowance is approximately 17 euros for 30 minutes and 25 euros for 45 minutes, depending on the insurance company. For home visits, the reimbursement is usually higher. Information on the expected cost reimbursement/allowance can only be given subject to the decision of your insurance company. Further information can be found on the homepage of the health insurance fund: [www.gesundheitskasse.at](http://www.gesundheitskasse.at).

### **8. Agreement on jurisdiction**

If, contrary to expectations, disagreements arise between the physical therapist and the patient, the physical therapist's professional domicile is to be regarded as the place of jurisdiction.