

## General Terms and Conditions (GT&C)

These General Terms and Conditions govern the relationship between customers and Spitex Zimmerberg AG.

### 1. Contractual Parties and legal bases

The service provider Spitex Zimmerberg AG will hereinafter be referred to as "Spitex", while the person who uses the services will be referred to as the "Customer".

Spitex and the Customer enter into a contractual relationship, to which they declare that these General Terms and Conditions apply. Unless otherwise specified in these General Terms and Conditions, the provisions of the Swiss Code of Obligations (OR), and in particular the provisions regarding the order (Article 394 ff. OR) will apply.

### 2. General conditions and general information on Spitex services

Spitex will provide its services within the framework of the service agreement with the participating municipalities and based on the guidelines and recommendations of its umbrella organisation. These can be modified over the duration of this contractual relationship.

Spitex will support the Customer with care, domestic, consultation or social care services in the form of supplementary assistance and care at home. The resources of the Customer, their relatives and their social environment will be considered and taken into account.

If private providers or employees provide services in addition to Spitex, Spitex will endeavour to cooperate on the quality of care, division of the individual tasks and responsibilities, as well as determining the working times and hours.

### 3. Contractual obligations of Spitex

#### a. Periodic needs assessment

Spitex will determine each Customer's need for assistance and care periodically and usually at the Customer's home. The electronic assessment tool "interRAI-Home-Care" will be used to carry out the needs assessment. If necessary, the Parties will modify the scope of services to suit changed circumstances. All services will be documented in writing. The Customer acknowledges that there are limits to the scope of the care services to be paid for by the health insurance provider.

The health insurance provider must cover the needs assessment for care services, with this being invoiced in each case. In the case of domestic services, the health insurance provider will decide whether to pay for supplementary insurance services. The needs assessment will be invoiced here as well.

## **b. Provision of the services**

Spitex will organise and arrange the services. This will include the following in particular:

- It will generally assign the Customer, their relatives and any other parties involved (e.g., general practitioner) a specific contact person to serve as Spitex's direct person of contact.
- It will determine the employees for the relevant services. The Customer will not be able to choose who is to carry out the service. The services will be carried out by different employees. Spitex will retain the right to issue instructions to employees.
- It will agree time slots in which the employee will carry out the service with the Customer. If a service cannot be commenced within this time slot, the Customer will be informed by telephone if possible.

Spitex will be entitled to cancel or call off an ongoing or upcoming service if it is unreasonable. Possible reasons for this are, for example, professional or medical reasons, threat of violence, sexual assault, gross abuse, a health risk to employees or insufficient cooperation from another person or organisation involved in the overall service.

## **c. Conduct in the event of a threat to the customer or third parties**

Should the Customer pose a threat to themselves or their environment, Spitex will contact the general practitioner and, if necessary, the municipality, the KESB adult protection authority or the police. If possible, Spitex will contact the Customer in advance regarding this.

## **d. Privacy and information obligation**

Spitex and its employees will respect the Customer's privacy within the framework of the legally applicable data protection regulations ([https://www.spitex-zimmerberg.ch/files/WY6TG79/20230830\\_spitex\\_zimmerberg\\_datenschutzerklaerung.pdf](https://www.spitex-zimmerberg.ch/files/WY6TG79/20230830_spitex_zimmerberg_datenschutzerklaerung.pdf)) as well as undertake to maintain confidentiality. Insofar as this is necessary to fulfil its Contract, it may open cabinets, drawers, the fridge, etc.

Upon request, Spitex will grant the Customer access to the Customer's files and provide them with comprehensive information regarding the type, scope and continuation of the assistance, care and support.

## **e. Liability**

Spitex will be liable for damage caused by employees intentionally or as a result of gross negligence. Any further liability is excluded.

## **f. No acceptance of gifts**

Spitex's employees are not entitled to accept gifts for themselves or other persons or to claim advantages offered to them in connection with their professional activity. Exceptions are occasional inexpensive gifts.

#### **4. Cooperation obligations of the Customer**

The Customer will be present during the services, afford Spitex's employees due respect and be as cooperative as possible during the service. Service cancellations must be carried out 24 hours in advance and communicated to Spitex.

If necessary, the Customer will modify their home's furnishings and materials as well as accept the care materials used by Spitex in accordance with the requirements for action and accident and disease prevention. The Customer will obtain medically prescribed medication themselves or instruct Spitex to do so at an early stage and at cost.

If necessary, the customer will be obliged to install a key safe so that Spitex employees can access the residence using a stored residence key. If Spitex does not have a key and such a key cannot be provided immediately, it may have the locked front door professionally opened for the Customer at cost if it suspects that something may have happened to the Customer.

Time and kilometres will be charged for trips on the Customer's behalf.

The use of a video surveillance system must be reported to Spitex. To protect and preserve the privacy of all parties involved, video surveillance must be deactivated during each service. If this is not possible, the service must be organized in a way that employees cannot be filmed or recorded.

#### **5. Rates and invoicing**

The price for Spitex's services will be based on the List of Rates, which constitutes an integral part of this agreement. Prices can be modified. The Customer will be informed of price modifications in advance. They are listed on the homepage.

Spitex will invoice all services, including needs assessments, administrative work, clarifications from third parties, time and expenses for purchases, travel expenses, etc., regardless of whether the costs are covered by mandatory or private health insurance. Services that are not covered by the health insurance provider will also be invoiced for services which the Customer cancels less than 24 hours before the service from Monday to Friday and less than 48 hours before the service on Sundays and public holidays.

Spitex will invoice care services provided from mandatory basic insurance (Health Care Services Ordinance [KLV]) of health insurance directly. It will create a summary for each of these invoices.

The Customer will be charged directly for patient participation. Domestic and other services not covered by the health insurance provider will also be invoiced to the Customer directly. Invoices will be issued monthly, with a payment deadline of 30 days. If a reminder is issued, Spitex must charge the cost at CHF 10.00. If invoices are not paid within the set deadlines, Spitex will be entitled to discontinue the services. For a short-term cancellation (less than 24 hours), Spitex charges CHF 100.00 for a missed appointment.

#### **6. Termination of the Contract**

The Customer and, in justified cases, Spitex will be entitled to terminate the contractual relationship within the meaning of Article 404 Swiss Code of Obligations (OR) at any time. The Parties will generally terminate the contractual relationship with a notice period of at least 5 days. Excluded form

this is termination at an inopportune time. If the Contract is unreasonable or in the event of unforeseen admission to a hospital or nursing home, either Party can terminate it without a notice period.

The Customer will consent to Spitex informing their relatives, the competent municipality, the adult protection authority, their general practitioner and third parties providing services that the contractual relationship has been terminated.

## **7. Dispute resolution and jurisdiction**

All Spitex employees will accept complaints from the Customer and forward them to their supervisor. If necessary, the latter will endeavour to find an amicable solution with the involvement of the administration office or management board.

The ordinary court responsible for Spitex Zimmerberg AG's registered office will be responsible for handling legal disputes arising from this Contract.

Thalwil, 01 January 2024