

General Terms and Conditions (GTC)

Last updated: 01.01.2026

These GTC are part of the framework agreement and are available for clients to download at <http://www.spitex-regional-dielsdorf.ch>.

1. Basic provisions

The contractual relationship between the outpatient department of the Gesundheitszentrum Dielsdorf (Dielsdorf Health Centre; hereinafter referred to as "Spitex Regional") and its clients is governed by

- the Health Insurance Act (HIA);¹
- the Health Insurance Benefits Ordinance (HIBO);²
- the Care Act;³
- the price and tariff list published by Spitex Regional;⁴
- the tariff regulations of Spitex Regional;
- the care-provision concept;⁵
- the individual service agreement, drawn up in accordance with the service plan, based in each case on a needs assessment;
- the GTC.

The GTC and the individual service agreement are part of the client documentation and the client expressly recognises them as part of the contractual relationship.

These GTC generally govern the relationship between the outpatient department of Spitex Regional and its clients. Within the framework of the service agreement, Spitex Regional provides paid services to the residents of the communes that have joined it in the areas of health and nursing care, housekeeping, social care and, where appropriate, comfort services. The GTC enter into force at the latest upon performance of the first service provided to the client, even if the signature of the client or their legal representative is still outstanding. Unless otherwise specified in individual agreements or the GTC, the provisions of the Swiss Code of Obligations on mandates (Art. 394 et seq.) serve as the legal basis.

2. Objectives

Spitex Regional supports its clients by providing care services, housekeeping, social care and other services in the sense of supplementary assistance and care at home. In doing so, it takes into account the client's own resources and those of their relatives. Support is provided in accordance with the basic principle of helping people to help themselves.

3. Scope of services

The scope of services is determined by means of a needs assessment and is set out in writing on the needs assessment form for the health insurer. Furthermore, services are recorded on the service plan for the client and, in the case of services covered by health insurance, for the health insurer.

1 Federal Act of 18 March 1994 on Health Insurance (HIA; Bundesgesetz vom 18. März 1994 über die Krankenversicherung, KVG)

2 FDHA Ordinance of 29 September 1995 on Compulsory Health Insurance Benefits (HIBO; Verordnung des EDI vom 29. September 1995 über Leistungen in der obligatorischen Krankenpflegeversicherung, KLV)

3 Care Act of the Canton of Zurich of 27 September 2010 (Care Act; Pflegegesetz Kanton ZH vom 27. Sept. 2010)

4 The price and tariff list published by Spitex Regional is amended annually where necessary.

5 The care-provision concept of the participating communes.



4. Services

4.1 Needs assessment

During the initial visit, a comprehensive assessment of the client's overall situation and their individual needs in terms of care and assistance is carried out together with the client and/or their representative, in consultation with the doctor, and the necessary measures are planned jointly.

The results are recorded in writing and sent to the doctor for referral or to the insurance provider directly using the needs assessment form or service plan. Spitex can provide basic care services for a period limited to one year without a doctor's order. A doctor's order can be issued for three months in the case of acute conditions and six months in the case of long-term illnesses. Orders can be renewed indefinitely and must be renewed both in the case of ongoing care and assistance requirements and in the case of an increase in the level of our services. If the need for care services exceeds the 60-hour limit per quarter, Spitex Regional will submit an additional application for cost approval to the health insurer. Costs not covered by the health insurer which are expressly requested by the client are considered comfort services and are entirely borne by the client. They are shown separately on the invoice.

4.2 Service agreements

The scope of the care, housekeeping and social care services is set out in the service agreement (the service plan). If the scope of services is increased, the service plan will be amended accordingly.

Comfort services refer to services requested by the client that are not covered by either compulsory health insurance or supplementary insurance. They are not subject to tariff protection. The costs are to be borne by the client; they are shown separately on the invoice. In the case of comfort services, the scope of services can, if necessary, be exceeded by up to a maximum of 20% of the total number of hours in accordance with the service agreement without prior notification to the client (or their legal representative) and without amending the service agreement. If the scope is exceeded by more than 20%, a new service agreement must also be drawn up for this area.

4.3 Care and housekeeping documentation

The care and housekeeping documentation records the client's state of health and all care, housekeeping and other measures, including medical prescriptions, as well as any ongoing changes. The care and housekeeping documentation remains the property of Spitex Regional. The client and/or their legal representative both have the right to inspect the documentation.

4.4 Provision of services

Services are provided daily from 7.00 a.m. to 10.00 p.m. Access to clients must be ensured. Spitex Regional is happy to assist in finding solutions. Care visit start times are subject to a grace period of up to two hours. We offer continuity of care. Requests are taken into account whenever possible when assignments are planned. Spitex retains the right to issue instructions to staff. Assignments that the client does not cancel at least 24 hours in advance from Monday to Friday and at least 48 hours in advance for weekend and public holiday assignments will be subject to a cancellation fee. Exceptions apply in the event of hospital admission or death.

4.5 Assignment of multiple staff members and third-party organisations

Where special circumstances require a staff member to familiarise themselves with a care procedure, or where care planning requires two staff members to attend at the same time, the working hours of both staff members will be charged. In the case of management or training tasks, the second person is cost-neutral. As a rule, all services are provided by Spitex Regional's own staff. In exceptional circumstances, Spitex Regional reserves the right to assign suitably qualified staff from third-party organisations. Spitex Regional remains responsible for coordination in such cases.



4.6 Client cooperation

Unimpeded, professional care can only be provided with the cooperation of the client and the staff of Spitex Regional. The client agrees to the use of standard care equipment and, where necessary, shall adapt their home environment to meet the requirements of the care to be provided. Particular emphasis is placed on the use of aids that are essential for the health and safety of the client and staff members (e.g. a care bed, non-slip mats, hygienic conditions that allow for proper care and suitable cleaning materials).

4.7 Gaining entry to the home

If staff unexpectedly find the front door locked during a scheduled visit and special arrangements for key storage have not been made by the client, Spitex Regional is entitled to have the front door opened by a professional if there is suspicion that something may have happened to the client. The costs of opening the door will be borne by the client. This does not apply to cases in which relatives are able to open the door within a reasonable time.

5. Service limits

The scope of services is generally agreed within the framework of the needs assessment.

5.1 Care services

Where the requirement for care services exceeds 60 hours per quarter, the health insurer must confirm that the costs will be covered. Services can only be provided or continued to the extent that the client's state of health permits, given the general conditions under which Spitex operates. Spitex Regional shall inform the client at the earliest possible time if the provision of care at home is no longer feasible due to technical or other reasons, if there is a risk to the client's health or if admission to a residential care institution is necessary. Spitex Regional can assist in finding an appropriate solution in such cases.

5.2 Assignment of family carers

Family carers without specialist training are authorised solely to provide basic care measures within the meaning of category C benefits in accordance with Art. 7 HIBO. Family carers must be in a formal employment relationship with Spitex. The provisions of employment law must be observed. Spitex is responsible for ensuring that family carers have the knowledge necessary to provide the agreed care services. If the family carer does not hold a relevant qualification at the start of employment, they shall complete at least one course in care assistance or equivalent training within one year of the date of employment. The services provided by family carers are subject to a regular review by Spitex.

5.3 Housekeeping services

The "weekly clean" (*Wochenkehr*, a weekly surface cleaning) and laundry are scheduled for the afternoon where possible, as care activities are mainly concentrated in the morning. Services are provided exclusively in the presence of the client. Spitex does not offer a deep-cleaning service.

6. Tariffs and invoicing

Principle: All Spitex Regional services are paid for by the client in accordance with the price and tariff list, as amended. The price and tariff list is available to download at <http://www.spitex-regional-dielsdorf.ch>. The tariffs are adjusted annually by the Department of Health.

Spitex invoices all services, including the needs assessment, administrative work, enquiries with third parties, time and expenses for shopping, travel costs, etc., regardless of whether the costs are covered by compulsory insurance or supplementary insurance.



6.1 Recording of services

Staff members record the services they provide, which forms the basis for invoicing. This is done electronically. Any complaints are to be addressed to the central administrative office of Spitex Regional.

6.2 Invoicing

The statutory provisions and, where applicable, contracts with health insurers govern the nature and scope of the services to be covered by health insurers. Invoices are issued to the client or the specified billing address.

Spitex Regional invoices health insurers directly for care services provided under compulsory basic insurance (HIBO). Patient contributions are invoiced directly to the client. Similarly, invoices for housekeeping and other services not covered by compulsory insurance (comfort services), including materials, are sent directly to the client.

The client can claim reimbursement for insured housekeeping services from their supplementary insurance (provided that the services are covered by it). Comfort services are shown separately on the invoice. These services are not covered by compulsory health insurance (see section 4.2).

6.3 Payment

Spitex Regional will send the client an invoice in the first half of each month for the services provided in the previous month (including any additional needs under section 4.2 of these GTC). The invoice must be paid within 20 days, regardless of whether a third party has an obligation to pay (including health insurers, supplementary benefits, social assistance benefits). In the case of significant arrears, Spitex Regional can suspend the provision of services in consultation with the local authority.

7. Termination

7.1 Standard notice period

Either party may terminate the service agreement unilaterally at any time, subject to a notice period of at least five days. The service agreement is automatically dissolved upon the end of the assignment.

7.2 Immediate termination of the service agreement

Spitex is entitled to discontinue or cancel an ongoing or upcoming service assignment, in whole or in part, in cases where it is unreasonable to expect the assignment to be carried out. Grounds that render the provision of services unreasonable include, in particular, professional or medical reasons, threats or the use of violence, sexual assault, serious verbal abuse, a risk to the health of staff members, insufficient cooperation on the part of other persons or organisations involved in the overall provision of a service and other significant reasons.

7.3 Form

Notice of termination of the service agreement must be given in writing. Notices of termination by the client must be addressed to the central administrative office of Spitex Regional.

7.4 Further grounds for termination

The service agreement ends without notice if the client is once again able to care for themselves, enters a residential care home or dies.

8. Duty of confidentiality and data protection

Spitex Regional requires its staff to observe and comply with the duty of confidentiality and the applicable data protection regulations. To the extent necessary for the performance of the contract, personal data of the client may be stored or disclosed to third parties, in particular to health insurers, doctors, retirement and care homes, supervisory and arbitration bodies and state authorities. The



client expressly consents to this use of their data. The applicable data protection laws are observed during the processing of this data. The client releases the attending doctors from their duty of confidentiality towards Spitex Regional. Spitex's privacy policy is set out in full at <https://www.spitex-regional-dielsdorf.ch>.

9. Liability

Spitex Regional is liable for damage to household furnishings caused by its staff intentionally or through gross negligence, provided such damage is not due to age-related material fatigue or wear and tear. The extent of the liability is determined by the current market value of the damaged item. Any further liability, for example for physical injury resulting from accidents in the public or private domain that were not caused by Spitex staff, is excluded.

10. Non-acceptance of additional work by staff

Staff are not permitted to agree to provide services to the client outside the scope of the mandate. This also applies to services that are not offered by Spitex Regional. For journeys undertaken on behalf of the client, time and mileage will be invoiced. Staff are prohibited from transporting clients and their relatives in company vehicles or private vehicles.

11. Gifts to staff

Spitex Regional staff members are prohibited from accepting money or other gifts or bequests for personal use from clients or their relatives, provided these go beyond mere tokens of appreciation. More substantial contributions can be made in the form of donations to the staff or client funds. Courtesy gifts of minor value, up to a maximum of CHF 50.00, are exempt.

12. Complaints

Spitex Regional has a system in place for receiving, processing and recording complaints. In principle, all Spitex Regional staff members are obliged to accept complaints from clients and relatives and to forward them to the responsible office.

Clients should address complaints in the first instance to the Executive Board. Decisions made by the Executive Board can be appealed to the Spitex Regional Board of Directors.

The supervisory authority is the Communal Council of the Dielsdorf District, the Independent Complaints Office for Seniors (Unabhängige Beschwerdestelle für das Alter, UBA) or the Child and Adult Protection Authority (Kindes- und Erwachsenenschutzbehörde, KESB), each within their respective statutory remits.



Addresses of the appeals authorities:

Gesundheitszentrum Dielsdorf
Executive Board
Breitestrasse 11
8157 Dielsdorf

Office hours
Mon. to Fri. 8.00 a.m. to 11.45 a.m./
1.30 p.m. to 5.00 p.m.
Tel. 044 854 61 11
E-mail: info@gzdielsdorf.ch

Gesundheitszentrum Dielsdorf
Board of Directors
Breitestrasse 11
8157 Dielsdorf

Office hours
Mon. to Fri. 8.00 a.m. to 11.45 a.m./
1.30 p.m. to 5.00 p.m.
Tel. 044 854 61 11
E-mail: info@gzdielsdorf.ch

Communal Council
Dielsdorf District
Geissackerstrasse 24
8157 Dielsdorf

Office hours
Mon. to Fri. 8.30 a.m. to 11.30 a.m.,
Mon. 1.30 p.m. to 5.00 p.m.,
Tue. to Fri. 1.30 p.m. to 4.00 p.m.
Tel. 044 258 16 50
E-mail: bezirksrat.dielsdorf@ji.zh.ch

Independent Complaints Office for Seniors
Malzstrasse 10
8045 Zurich

Office hours
Mon. to Fri. 2.00 p.m. to 5.00 p.m.
Tel. 058 450 60 60
E-mail: info@uba.ch

Child and Adult Protection Authority
Dielsdorf District
Honeywell-Platz 1
8157 Dielsdorf

Office hours
Mon. to Fri. 8.30 a.m. to 11.30 a.m./
1.30 p.m. to 4.00 p.m.
Tel. 044 855 22 33
E-mail: info@kesb-dielsdorf.ch

13. Place of jurisdiction

The place of jurisdiction for all legal disputes arising from the contract between Spitex Regional and the client is Dielsdorf in all cases.

Dielsdorf, 01.01.2026

Chair of the Board of Directors

Max Walter

Director

Gerhard Schuck