

## **AGREEMENT FOR ENTRY INTO NKF HAEMODIALYSIS PROGRAMME**

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the **NATIONAL KIDNEY FOUNDATION OF MALAYSIA**, having an address at 70, Jalan 14/29, 46100 Petaling Jaya, Selangor (hereinafter referred to as "NKF") of the one part AND \_\_\_\_\_

(NRIC No. \_\_\_\_\_) of \_\_\_\_\_ (hereinafter referred to as "the Patient") of the other part.

### *WHEREAS*

1. The NKF DIALYSIS CENTRE (hereinafter called "the Centre") at \_\_\_\_\_ is a charitable centre for the benefit of persons of limited means and income, inflicted with end-stage renal failure, requiring regular haemodialysis treatment.
2. The Centre is a NKF haemodialysis centre.
3. The Patient, referred by a Doctor, applies to NKF and is accepted by the NKF Patient Selection and Welfare Committee to undergo dialysis under the haemodialysis programme at NKF.

### *NOW THIS AGREEMENT WITNESSETH as follows:*

1. In consideration of the several warranties and covenants given or undertaken to be performed by the Patient and his agreement to pay to NKF the prescribed fee stipulated under Clause 4 hereof towards the partial cost of the treatment, the NKF agrees to grant unto the Patient the right to use the facilities at \_\_\_\_\_ on the terms and conditions herein contained.
2. The NKF reserves the right to transfer Patient to another NKF Centre when deemed necessary.

3. The Patient covenants and / or undertakes:
  - a) to use the facilities at the Centre to dialyse on the allotted days and times as determined by the Centre Manager / Staff Nurse in-Charge at the Centre;
  - b) to follow strictly, the instructions of the Nurse on duty, especially with respect to use and maintenance of the premises, machines, equipment and furnishing in or about the Centre;
  - c) not to extend his visit to the Centre beyond the allotted time as per the appointment schedule;
  - d) to use the facilities at the Centre with care and skill;
  - e) to pay for any repairs or replacement parts in respect of any damage of the dialysis machine or other equipment at the Centre caused by the Patient, whether wilfully, as a result or failure to exercise care and skill.
4. NKF will charge patient treatment fee of RM100.00 per dialysis session payable by the patient weekly in advance on the first session of each week on admission into the Haemodialysis Programme. NKF will apply to the Ministry of Health (MOH) for approval of the **government subsidy** of RM50.00 per dialysis session on behalf of the patient.
5. NKF will charge RM50.00 per dialysis session payable by the patient weekly in advance on the first session of each week upon approval of **government subsidy** of RM50.00 per dialysis session is given by the Ministry of Health (MOH) PROVIDED ALWAYS that the NKF reserves the right to vary the prescribed fee, written notice of which shall be given to the patient.
6. The right to use the facilities at the Centre is personal to the Patient and for his sole benefit, and the Patient shall not substitute, allow or assign this benefit to others.
7. The Patient shall be reviewed every TWELVE (12) MONTHS by NKF Welfare Manager/ Officer and only upon the recommendation of NKF Patient Selection and Welfare Committee , the Patient will be allowed to continue to use the facilities at the centre.

8. If the Patient shall fail to use the facilities on his scheduled day and time for three (3) consecutive occasions, the NKF reserves the right to terminate this Agreement forthwith without having to assign any reason therefor.
9. Patient who fails to inform the Centre Manager / Staff Nurse in-Charge (with valid reasons) for not being able to turn up for dialysis at least 3 hours before his scheduled treatment will be required to pay the full fees of RM50.00 (*RM100.00 before approval of subsidy from MOH*)
10. Notwithstanding Clause 7, the NKF reserves the right to terminate this Agreement by giving immediate notice to the Patient without assigning any reason and the Patient hereby agrees not to claim any compensation whatsoever against the NKF for any loss or damage suffered by the Patient pursuant to such termination.
11. If the Patient intends to cease using the facilities at the Centre, he shall give NKF a written notice of his intention to do so at least thirty (30) days in advance.
12. The Patient hereby agrees that the right afforded to him in respect of the use of the facilities at the Centre is made on the basis that the NKF shall not be liable for any injury, loss or damage whatsoever suffered by him and that he would not subject the NKF to any claim or compensation whatsoever.
- 12a. The Patient further agrees that any illness, injury, loss or damage whatsoever suffered by him / her prior to being accepted by NKF as a patient would not subject NKF to any claim or compensation whatsoever.
13. Disbursements including stamping fees incurred in respect of the preparation of this Agreement shall be borne by the Patient.
14. In this agreement whatever the context, words importing the male gender, will include the female and neuter gender.

15. The following terms used in this Agreement have the meaning shown as follows:

- a) **NKF Patient Selection and Welfare Committee** means: The Committee appointed by the Board of Directors of the NKF to organize, implement and manage the haemodialysis programme.
- b) **Treatment fee** means: the fee charged by the NKF to cover the operational costs of the Centre
- c) **Doctor** means: a recognized physician, a nephrologist or a registered medical practitioner.

IN WITNESS WHEREOF the parties have hereto set their respective hands the day and year first above written.

\_\_\_\_\_  
Signed by the above named Patient

Name :

NRIC :

\_\_\_\_\_  
Signed by the Witness\*

Name :

NRIC :

\_\_\_\_\_  
Signed for and behalf on the NKF\*\*

( \_\_\_\_\_ )

\* *The spouse (husband or wife), siblings, children and parents of patient should not sign as witness.  
(Please attach a **photocopy I/C of patient and witness** with this Agreement Form*

\*\* *This part to be signed only by the management of NKF, excluding staff of the dialysis centres*

### CONDITIONS FOR SELECTION INTO THE NKF HAEMODIALYSIS PROGRAMME

1. Applicant is a Malaysian citizen.
2. Applicant is aged 12 years and above.
3. Applicant is ambulant (able to move independently).
4. Applicant has suitable functional vascular access (e.g. fistula).
5. Applicant has no other recourse to regular haemodialysis.
6. Applicant is prepared to appear before the Patient Selection and Welfare Committee of NKF prior to being considered for the programme.
7. Applicant must agree to a visit to his / her home by a Welfare Manager / Officer or an Officer nominated by the NKF with a view to verifying all information given.
8. Applicant is prepared to pay the treatment fee of RM100.00 per dialysis session on admission until approval of **government subsidy** of RM50.00 per dialysis session is given by the Ministry of Health (MOH). NKF will henceforth charge RM50.00 per dialysis session. NKF will apply to MOH for approval of the **government subsidy** on behalf of the patient on admission into NKF Haemodialysis Programme.
9. Applicant is prepared to pay an advance of RM300 for a week's treatment on the first session of each week before approval of **government subsidy** of RM50 per dialysis is given and an advance of RM150 payable on the first session of each week after approval from **Ministry of Health (MOH)**.
10. Applicant is prepared to pay treatment fee as stated above. This fee is subject to change by the NKF as and when it deems necessary. This amount is payable prior to treatment.
11. Applicant who fails to obtain the subsidy approval from MOH will have to pay RM100.00 per dialysis while his / her appeal is referred to MOH for reconsideration. If the appeal to MOH is rejected, the case will be referred to the Patient Selection and Welfare Committee of NKF for its final decision to allow the patient to continue dialysis or terminate his dialysis treatment in NKF.
12. The selected patient must be willing to undergo 4 hours dialysis 3 times a week at NKF Dialysis Centre at the dates and times fixed by the Centre.
13. The patient is reviewed every twelve (12) months by NKF Welfare Manager / Officer with regard to his / her suitability to continue on the dialysis programme.
14. The patient or helper if interested may undergo training in the use of the dialysis machine and washing of lines at NKF Dialysis Centre in order to function independently.
15. The patient must be willing to sign a contract with the NKF before commencing the dialysis programme.
16. The patient must be willing to accept a Cadaveric Kidney Transplant when available.

## 17. THE PATIENT'S PROGRAMME CAN BE TERMINATED IF:

- a) He / She fails to turn up for more than 3 successive dialysis sessions within a month without valid reasons.
- b) He / She is no longer ambulant.
- c) His / Her condition has deteriorated with complications such as heart disease, infection, stroke, etc., or needs to be transferred to CAPD.
- d) He / She is uncooperative, behave or act in such a manner as to cause disruption / disturbance to other patients and affect the administration of the Centre.
- e) He / She fails to comply with the terms and conditions for entry into the NKF haemodialysis programme.
- f) The selected patient is not willing to undergo 4 hourly dialysis 3 times a week at NKF Dialysis Centre at the dates and times fixed by the Centre.
- g) The patient suppresses or gives incorrect information.

### AN UNDERTAKING OF FINANCIAL SUPPORT

I agree to support Mr / Mrs / Miss / Madam \_\_\_\_\_  
NRIC No. \_\_\_\_\_ with regard to the patient's payment of dialysis fees of RM100.00 per treatment or RM1,300.00 per month to the NKF. I shall pay RM1,300.00 towards the monthly charges of the patient until the approval of **government subsidy** of RM50.00 per treatment is given by the Ministry of Health (MOH). I shall pay RM50.00 per dialysis henceforth upon approval of subsidy of RM50.00 per dialysis by MOH and I undertake that I shall be responsible to make good any default of payment to the NKF Dialysis Centre by the said patient.

I understand that the onus lies on the patient to keep up with his / her payments promptly and regularly, but in the event he / she is unable to make payment, I undertake to do so for him / her.

I realize that the ability of the National Kidney Foundation of Malaysia to treat patients with kidney failure rests on the commitment each patient makes to pay his / her dialysis fee regularly.

I therefore understand that failure to make payment may lead to the exit of the patient from the haemodialysis programme.

**Name** : \_\_\_\_\_

**NRIC No** : \_\_\_\_\_

**Age** : \_\_\_\_\_ **Gender** :  Male  Female

**Relationship to the Patient** : \_\_\_\_\_

**Address** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tel No** : (H) \_\_\_\_\_ (H/P) \_\_\_\_\_

**Occupation** : \_\_\_\_\_

**Employer's Name** : \_\_\_\_\_

**Employer's Address** : \_\_\_\_\_

**Employer's Tel No** : (Office) \_\_\_\_\_ (H/P) \_\_\_\_\_

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**Signed by the Guarantor\***

\* *The Guarantor shall be limited to friends, children and relatives but not the spouse (wife or husband) of the patient*