Patient data are printed in automatically

Contract relating to hospital treatment

The patient or guardian/caregiver named above (hereinafter referred to as: Contractual Partner) and the Charité - Universitätsmedizin Berlin university hospital (hereinafter referred to as: Charité) hereby conclude the following agreement concerning inpatient hospital treatment (full inpatient treatment, day patient treatment, pre-admission treatment and/or post-discharge treatment, and/or inpatient equivalent).

On request, Charité will provide the Contractual Partner with a copy of the General Contractual Terms and Conditions (GT&Cs) and of the site rules for perusal. In addition, both documents can be accessed online at www.charite.de.
The Contractual Partner recognises the GT&Cs and the site rules of Charité as components of this contract.

A) Consent (including to the transfer of personal data and viewing of personal data)

Please note the following with regard to the declarations of consent to the processing of your personal data as specified below: The issuing of your consent is always voluntary. If you have decided not to consent or if you revoke your consent at a later point in time, this will not have any negative impact on your treatment. You have the right to individually or overall revoke consent at any time without stating reasons. This shall not affect the legality of the data processing performed up until your revocation. In the case of minors who have reached the age of 14, revocation must be effected by the minor as well as the legal guardian. Where possible, revocation of consent must be addressed to the Patient Management (Inpatient Admissions) Department on one of our campuses, and also to the central Patient Admissions Department there. You are also welcome to contact that office if you would like to assert further rights with respect to your data.

The Data Protection Officer of Charité – Universitätsmedizin Berlin (Data Protection and Governance Department, Charitéplatz 1, 10117 Berlin, Germany) **is available if you have any questions on data protection**. You can also reach them by email at: datenschutzbeauftragte@charite.de.

In principle, the right to lodge complaints can be asserted with any data protection authority. The Berlin Federal Commissioner for Data Protection and Freedom of Information is responsible for Charité.

1. From the **primary care physician/previously treating physician, previously treating hospital(s)/rehabilitation facilities/home nursing service**
I consent to Charité requesting my treatment data/results from my primary care physician/previously treating hospital(s)/rehabilitation facilities/home nursing service, in as far as these are necessary for my treatment. In this respect, I hereby release these parties from their confidentiality obligations with respect to Charité.
☐ **Yes** ☐ **No**

2. To the **primary care physician/further treating physician, further treating hospital(s)/rehabilitation facilities/home nursing service**
I consent to Charité transferring my treatment data/results to the primary care physician named by me/further treating physician/ hospitals/rehabilitation facilities/home nursing service for the purposes of documentation and further treatment. In this respect, I hereby release Charité from its confidentiality obligations.
☐ **Yes** ☐ **No**

3. Treatment documentation of previously treating facilities within Charité
Our doctors and other staff require as much information as possible concerning your medical history, treatment to date and any previous illnesses in order to ensure accurate medical assessment of your treatment case.
I consent to all necessary information from my earlier stays including outpatient departments/facilities etc. in/at Charité being viewed by employees involved in my current treatment.
☐ **Yes** ☐ **No**

4. To the **German Heart Institute Berlin (DHZB)**
Cardiological treatment cases may require additional treatment by the DHZB. In the event that this is necessary, I consent to Charité transferring my treatment data/results to the DHZB for the purpose of (further) treatment there. In this respect, I hereby release Charité from the obligation to confidentiality with respect to the DHZB.
☐ **Yes** ☐ **No**

5. To the **Charité-Vivantes Community Health Center for Radiotherapy ("MVZ für Strahlentherapie Charité-Vivantes")**
Should I require radiotherapy, it is necessary for my treatment data/results to be transferred to the MVZ für Strahlentherapie Charité-Vivantes. In the event that this is necessary, I consent to Charité transferring my treatment data/results to the MVZ für Strahlentherapie Charité-Vivantes for the purpose of (further) treatment there. In this respect, I hereby release Charité from the obligation to confidentiality with respect to the MVZ.
☐ **Yes** ☐ **No**

6. To the **Outpatient Health Centre (Ambulante Gesundheitszentrum, "AGZ") of Charité GmbH**
Treatment by the AGZ may be necessary in the course of follow-up treatment. In the event that this is necessary, I consent to Charité transferring my treatment data/results to the AGZ for the purpose of (further) treatment there. In this respect, I hereby release Charité from its confidentiality obligations with respect to the AGZ.
☐ **Yes** ☐ **No**

7. Only for foreign patients who are not resident in the Federal Republic of Germany to/from Charité Healthcare Services GmbH (CHS)
In the context of treating international self-pay patients, we have tasked our subsidiary CHS with administrative management for this group of patients. This includes the preparation of quotes, the coordination of appointments, invoicing and accounts receivable management, among other aspects. In connection with these activities, CHS will be given access to the necessary patient data as appropriate, and will process these data at its premises. The CHS employees responsible for accessing and processing the data are obliged to comply with data protection legislation and to maintain confidentiality.

I have been informed that Charité will transmit patient data to its external service provider CHS as required in the context of the administrative management of patient data, and I hereby declare my consent to this.
☐ **Yes** ☐ **No**

8. Patient identification wristband
Patient wristbands increase patient safety by unambiguously identifying the patient in the context of medical treatment. Wristbands must be worn throughout the duration of your inpatient stay and include the following visible data: surname, first name, title if applicable, date of birth, sex and case number.
My wristband will be removed from my wrist upon discharge and disposed of in a manner that is compliant with data protection requirements.
My consent is required for the wearing of a patient wristband
☐ **Yes,** I will wear the wristband ☐ **No,** I do **not** wish to wear the wristband

9. Information
I consent to Charité sharing **information** about my hospital stay in response to enquiries from visitors (particularly to porters) or telephone enquiries (e.g. room number, visiting hours, duration of stay, telephone extension number).
☐ **Yes** ☐ **No**

10. Only for patients with private health insurance
In accordance with Section 17 c Krankenhausfinanzierungsgesetz (German Hospital Financing Act), hospitals are obliged to electronically share information with German private health insurers in the event that patients insured by these private health insurers opt for direct invoicing between the hospital and the private health insurer, and provided that the insured party has given their written consent to this.
Details on which invoices are based, such as diagnoses, procedures and our invoices, shall no longer be transmitted in hard copy, but shall instead be communicated exclusively by electronic means. We require your consent to do this in relation to this specific inpatient treatment:
☐ **Yes** ☐ **No**

11. Autopsy
Clinical autopsies are the final medical treatment administered to a patient for the good of the patient and also for the common good. A clinical autopsy (post-mortem examination) involves the professional medical opening up of a body, the removal and examination of parts of the body and the external restoration of the body. Autopsies are performed for quality control purposes and to examine medical treatment with respect to diagnosis, treatment and cause of death, as well as for the purposes of teaching and training, epidemiology, medical research and review.
In the event of my death, I hereby consent to a clinical autopsy
☐ **Yes** ☐ **No**

12. Information concerning Charité public relations/fundraising work
I consent to the use of my personal data by Charité for the purposes of keeping me informed by sending me informational material on Charité topics and projects in which I can also get involved. My data will not be shared with any third party, especially commercial providers.

☐ **Yes** ☐ **No**

13. Consent to digital data transfer between Charité Universitätsmedizin Berlin and Vivantes Netzwerk für Gesundheit GmbH

Data are transferred digitally between Charité Universitätsmedizin Berlin and Vivantes Netzwerk für Gesundheit GmbH for the purposes of optimising care. In the event that I am admitted into a Vivantes clinic, I consent to the digital transfer of my documents via a secure IT infrastructure to the extent that this is relevant to my treatment. I hereby release the doctors involved in my treatment from their obligation to confidentiality in respect of Vivantes and consent to the secure transfer of my data to Vivantes.

☐ **Yes** ☐ **No**

14. Information on and transfer of ownership of residual biological materials

Any materials collected as part of the planned diagnosis or treatment (tissue samples, blood, urine or other bodily fluids) shall be examined in accordance with international standards. This examination is absolutely necessary in order to assess your illness or determine your treatment. In accordance with Section 25 Berliner Landeskrankenhausgesetz (Berlin State Hospital Act), Charité is permitted to use for internal research purposes any genetic or health-related data obtained during the analysis and treatment of a patient, and also to share health or genetic data in pseudonymised form with research partners for this purpose.

Some residual material generally remains after the clinical investigation has ended. This residual material is of great importance for scientific research aimed at gaining a better understanding of diseases and for the development of new diagnostic or therapeutic procedures. Samples of biological material fundamentally carry health and genetic data, meaning that confidentiality risks cannot be avoided completely, particularly if you yourself publish genetic material on the internet. For this scientific research, it is ensured that the samples cannot be linked to your person, including when they are shared with third parties. Your biological materials and clinical information will be doubly encoded (encrypted) to prevent you from being re-identified in connection with them. Data identifying you will not be shared with researchers or other unauthorised third parties, such as insurance companies or employers.

I consent to the transfer of ownership of my residual biological samples.

☐ **Yes** ☐ **No**

I am aware that the transfer of ownership shall not affect my right to object to data processing for personal reasons, my right to request rectification or destruction or my right to lodge complaints with a data protection authority.

B) Invoicing

1. Non-assumption of costs by a payer

In the event that costs for the services provided are not at all or not entirely assumed by a payer (e.g. a private health insurer) and a Declaration of Assumption of Costs is submitted in this respect, the Contractual Partner undertakes to pay the fee as a self-payer on the basis of the respective applicable rates as per the price list. The Contractual Partner recognises the right of Charité to change rates during his/her stay and treatment. Where statutory health insurance for hospital services is provided by a public payer (e.g. a Krankenkasse national health insurance scheme) and where the patient does not avail themselves of any elective services not included in such statutory health cover, Charité shall settle directly with the public payer, regardless of whether a Declaration of Assumption of Costs has been submitted.

For patients with statutory health insurance: I have been provided with an information sheet outlining my legal co-payment obligation in accordance with Section 39(4) German Social Security Code (SGB) Book V.

Declaration on the invoicing of hospital services in accordance with Section 305(2) SGB V

☐ **I wish to be informed** about the fees invoiced to the Krankenkasse statutory health insurance fund.

2. Agreement concerning interest on arrears

In the event of payment arrears, interest will be applied in the amount of 5 percent above the respective applicable basic rate of interest, in accordance with Section 247 German Civil Code (BGB). Furthermore, a dunning fee of **€4.00 per dunning** is hereby agreed as compensation for postage and other administrative costs.

The legal provisions set forth in the BGB shall also apply in the event of payment arrears.

3. Assumption of costs by a clearing house in the Federal State of Berlin

The Federal State of Berlin helps to cover hospital treatment costs for destitute patients and patients without health insurance. For these cases the standard invoicing data, which may also include medical details, will be forwarded to the clearing house. The sharing of this data is necessary if I belong to this patient group.

I have been informed that I must contact the clearing house personally after my treatment is complete to receive advice on obtaining health insurance for the future.

Clearingstelle für Nichtversicherte (clearing house for uninsured patients)
Lehrter Straße 68
10557 Berlin, Germany

C) Advice and information on data processing and other information

In addition to processing data on the basis of your consent, Charité also processes certain personal data without consent on a legal basis. You can find details of the information involved in this data processing and your rights with respect to your data on the posters displayed on the wards, on our website and in the data processing information brochures provided on our wards. If you are unable to find any brochures here, please ask the members of staff treating you on the ward.

The following details are always required in order to verify and identify you: First name and surname, date of birth, case number.