

As at: July 2018

Inpatient treatment contract

**CHARITÉ –
UNIVERSITÄTSMEDIZIN BERLIN**
Joint corporation of the Free
University of Berlin and the
Humboldt University of Berlin
Public corporation
(University Hospital)

Patient

Surname
First name
Date of birth
Case number

and
Ms./Mr.: _____ (contracting party)

Address: _____

agree inpatient hospital treatment (inpatient, day case, and/or pre and post-inpatient) for the above patient.

The University Hospital undertakes to deliver the necessary and appropriate treatment services.
In the event that no declaration on assumption of costs (*Kostenübernahmeerklärung*) from the health insurer

another social insurer or a private health insurer is provided or the declaration on assumption of costs does not cover the cost of all the services utilised, the contracting party undertakes to pay the fee determined using the applicable fee schedule and in accordance with the displayed price list as a self-pay patient. Changes to the fee schedule during the period of the patient's hospital stay and treatment will be recognised.

The contracting party recognises the University Hospital's general contractual terms and conditions (*Allgemeine Vertragsbedingungen, AVB*) as part of this contract.

The general contractual terms and conditions are available for inspection or to take away. Similarly, the contracting party acknowledges the hospital rules (*Hausordnung*) displayed in or available for inspection at the University Hospital.

Under the University Hospitals Act (*Universitätsmedizingesetz*), Charité is legally obliged to carry out teaching and research in the course of providing health care.

I have been provided with a copy of the information sheet making me aware of the statutory supplementary payment pursuant to Section 39(4) of the SGB V.

In the event of enquiries by visitors (particularly enquiries to reception) or telephone enquiries, **I would like** the University Hospital to provide **information** on my hospital stay (e.g. room number, visiting hours, length of stay, telephone extension). I may withdraw this consent at any time during my stay, by, for example, notifying the doctor treating me or the ward sister. In this case, information will no longer be provided to third parties.

Treatment contract (continued)

for:

Date of birth:

Case number:

Explanation of the billing of hospital services in accordance with Section 305(2) of the SGB V

I would like to be provided with information on the fees billed to my health insurer.

Information on material removed for diagnostic/therapeutic purposes

Material removed during planned diagnostic procedures or treatment (tissue, blood, urine or other bodily fluids) will be investigated in accordance with international standards. These investigations are essential for assessing your illness or for your treatment. Some material is usually left over once these investigations are complete. This left over material is very important for scientific studies aimed at helping to achieve a better understanding of diseases or developing new diagnostic or therapeutic procedures. Steps are taken to ensure that it is not possible to link these materials to you, including where they are given to third parties.

I agree to donate any left over material to the Charité – Universitätsmedizin Berlin Central Biomaterial Bank (ZeBanC). This material in combination with anonymised clinical information will support research projects at Charité and potentially external institutions in researching my or related diseases. Decisions on whether to release biomaterials and clinical information will be taken by the ZeBanC access committee, contingent on approval by the Charité Ethics Committee. Your biomaterial will be stored in ZeBanC for up to 30 years, after which any remaining material will be properly disposed of. Your data will be stored in compliance with data protection legislation and will be protected from unauthorised access. Reidentification will be prevented by double coding your biomaterial and clinical information. No personal data identifying you will be passed to researchers or other unauthorised third parties, such as insurance companies or employers.

Should you have any questions on the use of your biomaterials or clinical information, you can contact ZeBanC (Augustenburger Platz 1, 13353 Berlin, tel. 030/ 450 636 344, <https://biobank.charite.de/metast/kontakt/>) at any time. Should you have any questions on data protection, the Charité – Universitätsmedizin Berlin data protection officers (Stabsstelle Datenschutz, Charitéplatz 1, 10117 Berlin) will be happy to help.

Consent

This does not affect my right to withdraw my consent to the use of my biomaterials and anonymised clinical data without giving a reason and without affecting my medical care. In this case, my biomaterial will be properly disposed of and any data relating to me stored in ZeBanC will be deleted or anonymised. I do not claim any personal or financial rights.

Yes

No

Under the State of Berlin Autopsy Act (*Sektionsgesetz*) from June 18, 1996, consent to undergo autopsy must be dealt with in the treatment contract.

We would therefore ask for your understanding for the following declaration.

In the event of my death, I agree to an autopsy being carried out.

This does not affect my right to withdraw my consent at any time by notifying the doctor treating me.

Yes

No

Treatment contract (continued)

for:

Date of birth:

Case number:

Patient identification wristband

Patient wristbands improve patient safety by allowing the patient to be unambiguously identified before performing medical interventions. The wristband should be worn throughout my stay in the hospital and includes the following visible information: surname, first name, title (if applicable), date of birth, sex and case number. On discharge, my wristband will be removed and properly disposed of in accordance with data protection requirements. My consent for wearing the patient wristband is required. I can withdraw this consent at any time by notifying the doctor treating me.

 Yes, I will wear the patient wristband **No**, I do not wish to wear the patient wristband**Transfer/inspection of data****to/from your GP/the doctor providing further treatment****to/from hospitals/rehabilitation centres/community nursing services providing further treatment**

I agree that my treatment data/results may be shared with the GP/doctor providing further treatment/hospitals/rehabilitation centres/community nursing services by the University Hospital for the purpose of documentation and further treatment and that the University Hospital may request treatment data/results held by my GP where required for my treatment. To this extent, I release my GP from his or her duty of confidentiality vis-à-vis the University Hospital.

I can withdraw my consent to the transfer of data to my GP by the University Hospital at any time without giving a reason by notifying the University Hospital. I can revoke my decision to release my GP from his or her duty of confidentiality at any time without giving a reason by notifying the University Hospital or by notifying my GP.

 Yes **No****for the purpose of treatment quality assurance and for scientific research projects**

For quality assurance of treatments carried out at the University Hospital, including the certification of Charité departments and institutes and for specific, named scientific purposes, I agree the following: that, following my hospital treatment, the University Hospital may collect information on the progress of subsequent (both immediately subsequent and later) treatments from a GP/doctor providing further treatment nominated by me (to whom I have not yet, but will give my consent), and that my GP/the doctor providing further treatment may provide information on my subsequent treatment at the request of the Charité institution treating me. I can withdraw this consent at any time. To this extent, I release my GP from his or her duty of confidentiality vis-a-vis the University Hospital.

I can withdraw my consent to data collection by the University Hospital at any time without giving a reason by notifying the University Hospital. I can revoke my decision to release my GP/the doctor providing further treatment from his or her duty of confidentiality at any time without giving a reason by notifying the University Hospital or by notifying my GP/the doctor providing further treatment.

 Yes **No**

Treatment contract (continued)

for:

Date of birth:

Case number:

in the treatment record of Charité institutions which have treated me previously

I agree that all required information from my previous stays in Charité may be inspected by staff involved in the treatment of the case dealt with by this contract. I can withdraw this consent at any time.

Yes

No

to/from the German Heart Center Berlin (DHZB)

Charité and the DHZB work together in close partnership to coordinate medical and nursing care of mutual patients at the partner hospital. Using electronic data processing, it is possible for the University Hospital to access medical data relating to you held by and generated at the German Heart Center Berlin with no time delay. Using electronic data processing, the DHZB is also able to access data held by the University Hospital. Access to your personal data is only permitted where required to fulfil the treatment mandate and where you have consented to this access.

I agree that personal data stored by Charité and the DHZB in the context of a stay in one of these hospitals may be accessed by the other hospital where required for my treatment. I can withdraw this consent at any time by notifying the University Hospital or the DHZB.

Yes

No

to/from Medizinische Versorgungszentrum (MVZ) für Strahlentherapie Charité-Vivantes

Charité, Vivantes GmbH and the joint MVZ für Strahlentherapie Charité-Vivantes work together in close partnership to coordinate medical and nursing care of mutual patients at the partner hospital and the joint MVZ institute. Using electronic data processing, it is possible to access medical data relating to you held by the other partner institution with no time delay. Access to your personal data is only permitted where required to fulfil the treatment mandate and where you have consented to this access. I agree that personal data stored by Charité and Vivantes in the context of a stay in one of these hospitals or the joint MVZ institute may be accessed where required for my treatment. I can withdraw my consent at any time without giving a reason by notifying either the University Hospital, Vivantes GmbH or MVZ für Strahlentherapie Charité-Vivantes.

Yes

No

to/from the Charité Outpatient Department

I agree that personal data relating to inpatient treatment may be shared with the **Charité Outpatient Department** for outpatient follow-up, where required for follow-up or supplementary treatment. I can withdraw my consent at any time without giving a reason by notifying either the University Hospital or the Charité Outpatient Department.

Yes

No

Treatment contract (continued)

for:

Date of birth:

Case number:

to/from Charité Facility Management GmbH (CFM)

To ensure that everything runs smoothly, we work with our subsidiary CFM, which acts as an external service provider. For this purpose, an appropriate amount of necessary data is shared with CFM, which processes, stores and archives it for the purpose of delivering the services described in the following **explanatory text**. In this context, we would like to make you aware that CFM employees who process, store and archive this data are subject to the Medical Director of Charité - Universitätsmedizin Berlin's right to issue instructions and have submitted a validated declaration of their duty of confidentiality concerning all patient data of which they become aware.

If you would like to know which and how much of your data is affected, you can ask the doctor treating you. After completing the tasks assigned to it and once the retention period has expired – generally 10 years after the treatment is concluded in accordance with Section 10(3) of the MBO-Ä – CFM Facility Management GmbH will – to the extent possible – delete or destroy your data. We verify this regularly.

I have been informed that Charité - Universitätsmedizin Berlin out of necessity shares data with the external service provider CFM, for purposes including archiving of patient data and patient registration.

Explanatory text on data sharing

In accordance with the above declaration of consent to data sharing with service providers, below you will find detailed information on the type and amount of data shared with CFM.

Partner organisation	Service	Data shared/to be archived
Charité Facility Management GmbH	Archiving of patient records, record-keeping in IT systems, provision/loan of records, record management, all administrative activities relating to patient registration (patient admission) and aftercare/updating	All patient record data, i.e. all personal data about all treatment interventions and circumstances in the hospital and master data such as first name, surname, patient number, etc.

Clinical cancer registry

To improve cancer care, the States of Berlin and Brandenburg have concluded an interstate agreement involving the setting up of a clinical cancer registry. The purpose of the clinical cancer registry is the centralised collection, consolidation and evaluation of recent medical data concerning patients with tumours, with the goal of ensuring and improving the quality of medical care for people with tumours. If you are suffering from a cancerous disease and are resident in Berlin or Brandenburg, Charité will notify Klinische Krebsregister für Brandenburg und Berlin GmbH, Dreifertstraße 12, 03044 Cottbus. If you are resident in another German state, notification will be made to the clinical cancer registry in the relevant state.

You have the option of objecting to the storage of data from individual or all clinical cancer registries. Please note that our obligation to notify the registry remains in place even where you have objected to this data storage. In this case, it will also not be possible to use your data for direct patient-related tumour board reviews.

Treatment contract (continued)

for:

Date of birth:

Case number:

You can lodge your objection with the Charité Comprehensive Cancer Center (hotline 030/450564222), Klinisches Krebsregister für Berlin und Brandenburg GmbH or, if you do not live in Berlin or Brandenburg, the cancer registry for your state of residence. In addition, you have the right to obtain access to personal data held by the relevant cancer registry.

Provision of copies

I have been informed that I should be given a copy of any documents I have signed in the context of obtaining informed consent. I choose to forego this right, but may revoke this decision, so that I retain the right to request a copy in each individual case.

Involvement of medical students in my treatment

I have been informed that medical students may be being taught about my illness and its treatment and may be involved, under medical supervision, in my treatment in a form appropriate for medical training. I can withdraw this consent at any time.

Information on data sharing

To fulfil the treatment contract, Charité commissions the following third party services:

- a) laboratory services from Labor Berlin - Charité Vivantes GmbH and Labor Berlin – Charité Vivantes Service GmbH
- b) services relating to the provision of blood products from Zentrum für Transfusionsmedizin und Zelltherapie Berlin gGmbH
- c) catering and ambulance services from Charité Facility Management GmbH

Charité shares necessary data with these third parties for the purpose of providing these services.

For patients with private health insurance only

Under Section 17(c) of the Hospital Funding Act (*Krankenhausfinanzierungsgesetz*), where a person insured with a private health insurance company makes use of the facility to have the hospital bill the private health insurance company directly and has provided their written consent to do so, hospitals are obliged to participate in electronic data sharing with German private health insurance companies.

Paper copies of data necessary for billing, such as diagnoses, procedures and our invoices, are no longer used. Instead this information is now shared solely electronically. For this particular inpatient treatment, this requires your consent:

You can withdraw this consent at any time without giving a reason by notifying the University Hospital.

I agree:

I do not agree:

Treatment contract (continued)

for:

Date of birth:

Case number:

Consent to data sharing in the event of payment arrears

In the event of payment arrears, the University Hospital may make use of a debt collection company.

I agree that, for the purpose of collecting and if necessary judicial enforcement of the debt, the University Hospital may share all necessary documents, in particular my name, address, date of birth, fee codes, invoice amount, treatment documentation, laboratory invoices, forms etc. with the following debt collection companies:

LIQUIDA Inkasso
Lise-Meitner-Str. 23
74074 Heilbronn

or

Intrum Justitia GmbH
Pallaswiesenstr. 180 – 182
64293 Darmstadt

and, in the case of *Charité International Health Care*, with

Creditreform Berlin Brandenburg Wolfram KG
Karl-Heinrich-Ulrichs-Str. 1
10787 Berlin

In this regard, I expressly release the University Hospital (in particular all doctors and other healthcare professionals involved in my treatment) from their medical or professional duty of confidentiality and expressly agree that the University Hospital may assign the debt arising from my treatment under this treatment contract to one of the above debt collection companies.

I am aware that once this debt has been assigned to the debt collection company, it acts as owner of the debt and that, in the event of a dispute, any objections to the debt – including where these objections arise from the treatment and the clinical history – must be lodged with and asserted against the debt collection company and that all doctors treating me may be heard as witnesses.

Agreement on interest on arrears

In the event of payment arrears, under Section 247 of the BGB, interest will be charged on arrears at a rate of the current bank base rate plus 5 percent. In addition, you agree that a late payment reminder charge of **€4 per reminder** will be made to cover postage and other administrative costs.

Furthermore, in the event of late payment, the legal provisions set out in the BGB shall apply.

In accordance with Article 13 of the GDPR, I have received the patient information leaflet on data processing, in which my rights regarding data processing are explained.