



Campus Benjamin Franklin | Campus Buch | Campus Mitte | Campus Virchow-Klinikum

Status as at: October 2015

## Contract regarding inpatient treatment

The

**CHARITÉ - UNIVERSITÄTSMEDIZIN  
BERLIN**  
Joint institution of the Freie Universität  
Berlin and the Humboldt-Universität zu  
Berlin  
Public Corporation  
(University Hospital)

Patient

Surname
First name
Date of birth
Case number

and  
Mr./Mrs.: \_\_\_\_\_ (party to the contract)

residing at: \_\_\_\_\_

**agree on inpatient hospital treatment (full, partial, pre-inpatient and/or post-inpatient treatment) for the aforementioned patient.**

The university hospital undertakes to provide the necessary and appropriate treatment services. The party to the contract agrees that, in the event that the hospital has not received a declaration of assumption of the costs from the health insurance fund

\_\_\_\_\_ ,  
from another social benefits provider or a private health insurance fund, or in the event that the declaration of assumption of the costs submitted does not cover the costs of all of the services used, he shall pay the charges calculated in accordance with the prevailing rates as set out on the publicly displayed schedule of prices as a direct payer. Any amendments to the scale of charges during the hospital stay and the period of the treatment shall be recognized.

**The party to the contract acknowledges that the university hospital's General Terms of Contract are part of this contract.**

The General Terms of Contract are available for inspection. Alternatively, a copy thereof may be taken away. Similarly, he recognizes the validity of the hospital rules which are displayed in the university hospital.

The Charité is legally required in pursuance of the *Universitätsmedizingesetz* [University Medical Law] to fulfill teaching and research duties within the context of patient care. The university hospital processes personal data and strictly complies with the laws during all phases of data processing. Within the framework of these laws the patient is entitled to information about, and to inspect, the stored data.

**I have been advised of the statutory obligation to make additional payment in pursuance of Section 39 (4) of the Fifth Book of the Social Code by being handed the relevant leaflet.**

I do **not** want the university hospital to provide **any information** about the fact that I have been hospitalized, in the event of any enquiries being made (particularly to the doorman).

**Declaration regarding the billing of hospital services in pursuance of Section 305 (2) of the Fifth Book of the Social Code**

I wish to be informed of the charges billed to the health insurance fund.

**Material removed as part of the diagnostic investigation/therapy**

The material removed as part of the planned diagnostic investigation or treatment shall be examined in accordance with international standards. This examination is absolutely essential to assess the patient's illness.

There is generally residual material left following the completion of the examination. This residual material is very important, medically, for scientific investigations which are intended to contribute to a better understanding of diseases. It is ensured that no conclusions can be drawn regarding the patient's identity. I therefore consent to the residual material, including anonymous clinical data, being used for further investigations and, if applicable, also being passed on, free of charge, to external institutions. I shall not make any personal or financial claims.

Yes

No

This shall not affect my right to withdraw the consent I have given the physician treating me at any time.

**In pursuance of the *Berliner Sektionsgesetz* [Berlin Autopsy Law] of 18.06.1996, the issue of consent to a clinical autopsy has to be settled in the treatment contract.**

We would therefore ask for your understanding regarding the following declaration:

In the event of my death I agree to a clinical autopsy.

Yes

No

This shall not affect my right to withdraw the consent I have given the physician treating me at any time.

**Data transmission/inspection of data****to/from the general practitioner/physician providing further treatment****to/from the hospitals/rehabilitation facilities/home health care providing further treatment**

I agree to my treatment data/findings being sent by the university hospital to the general practitioner named by me/physician/hospitals/rehabilitation facilities/home health care providing further treatment for the purposes of documentation and further treatment, and also to the university hospital requesting the treatment data/findings in the possession of my general practitioner, inasmuch as this/these is/are required for my treatment.

Yes

No

**for the purposes of assuring the quality of treatment and for scientific research projects**

In order to assure the quality of the treatment provided in the university hospital, including certification of the Charité's clinics and facilities and for specifically indicated scientific purposes, I hereby give my consent – which can be revoked at any time – to the general practitioner named by me/physician providing further treatment providing information about the course of treatment immediately following this treatment as well as subsequent treatments, and sending details of the event history regarding this, at the request of the Charité facility providing treatment, with my consent which I still have to give him following the hospital treatment with respect to the illness(es) which require further treatment.

Yes

No

**in the treatment documentation of the Charité's facilities which have previously provided treatment**

I agree to all of the necessary information from my previous stays in the Charité being inspected by the employees who are involved in the treatment of the case covered by this contract.

Yes

No

**to/from the Deutsches Herzzentrum Berlin [German Heart Centre in Berlin] (DHZB)**

A close cooperation relationship exists between the Charité and the DHZB, in order to tailor the medical and nursing care of joint patients in the other partner hospital in each case. With the aid of EDP it is possible to access patients' medical records which have been generated at the respective hospital without a time lag. Their personal data may only be accessed, inasmuch as this is necessary to fulfil the treatment obligation.

I agree to the personal data stored by the Charité and the DHZB being called up within the framework of a stay in the respective hospital, inasmuch as this is required for my treatment. I may revoke my consent at any time.

Yes

No

**to/from the Charité-Vivantes medical care unit for radiotherapy**

A close cooperation relationship exists between the Charité, Vivantes GmbH and the joint Charité-Vivantes medical care unit for radiotherapy, in order to tailor the medical and nursing care of joint patients in the other partner hospital in each case and the joint medical care unit. With the aid of EDP it is possible to access patients' medical records which have been generated at the respective cooperation partner without a time lag. Their personal data may only be accessed, inasmuch as this is necessary to fulfil the treatment obligation.

I agree to the personal data stored by the Charité and Vivantes being called up within the framework of a stay in the respective hospital and the joint medical care unit, inasmuch as this is required for my treatment. I may revoke my consent at any time.

Yes

No

**to/from the outpatients' health center of Charité GmbH**

I agree to the personal data within the framework of inpatient treatment being sent to the **outpatients' health center of Charité GmbH** for further treatment as an outpatient, inasmuch as this is required for the co-treatment. I may revoke my consent at any time.

Yes

No

**Provision of copies**

I have been informed that I am to be provided with copies of documents which I have signed in connection with the investigations or consent. I waive this right but this can be revoked at any time, so that I retain the right to request a copy in each individual case.

**Involvement of students in the treatment**

I have been informed that medical students shall be made familiar with my disease and the treatment thereof and that they shall participate in this – in a form which is suitable for their training – under medical supervision. I may revoke this consent at any time.

**Continuation page of treatment contract**

for:

Date of birth:

Case number:

**Information regarding data transmission**

I have been informed that

- in the event of cancer, this shall be notified by the Charité Comprehensive Cancer Center (Clinical Cancer Register) to the Joint Cancer Register of the states of Berlin, Brandenburg, Mecklenburg-Western Pomerania, Saxony-Anhalt and the Free States of Saxony and Thuringia (GCR) in 12621 Berlin, by virtue of the law regarding the introduction of mandatory reporting of cancers.
  
- the Charité shall arrange for the following services to be provided by third parties, in order to execute the treatment contract
  - a) Laboratory services from *Labor Berlin - Charité Vivantes GmbH* and *Labor Berlin - Charité Vivantes Service GmbH*
  - b) Services for the provision of blood products by the *Zentrum für Transfusionsmedizin und Zelltherapie Berlin gGmbH*
  - c) Catering and patient transport by Charité CFM Facility Management GmbH

and shall send the necessary data to these third parties for the purposes of providing these services.

**Only for parties insured with a private health insurance fund**

In pursuance of Section 17 c of the *Krankenhausfinanzierungsgesetz* [Hospital Financing Act], hospitals are obliged to participate in electronic data exchange with German private health insurance funds. Data substantiating invoices such as diagnostic investigations, procedures and our invoices are no longer provided as hard copies, but are now transferred electronically. To this end, your consent is required for this specific case of treatment as an inpatient:

I give my consent:

I do not give my consent:

**Declaration regarding late payments**

The hospital may use the services of a debt collection agency in the event of a default in payment. The undersigned consents to the disclosure of personal data, diagnostic investigations and the treatment carried out to third parties. This information may only be disclosed for invoicing purposes during the late payment phase as well as during the execution of judicial and extrajudicial debt collection.

In the event of a default in payment, default interest of 5 per cent above the prevailing base rate shall be levied in pursuance of Section 247 of the *Bürgerliches Gesetzbuch* [German Civil Code] (BGB). In addition, a lump sum for reminder charges of **EURO 4.00 per reminder** is agreed as reimbursement for postage and other administrative costs.

Moreover, in the event of a default in payment, the legal provisions of the BGB shall apply.

Date

Signature of the university hospital

Signature of the patient or, if the patient is unable to sign, signature of the legal representative/authorised representative

CHARITÉ - UNIVERSITÄTSMEDIZIN BERLIN

Charitéplatz 1 | 10117 Berlin | Telephone +49 30 8445-0 und +49 30 450-50 | [www.charite.de](http://www.charite.de)

Deutsche Kreditbank | Account number 1 512 359 | Sort code 120 300 00

IBAN DE11 1203 0000 0001 5123 59 | Swift (BIC) BYLADEM1001

Deutsche Apotheker- und Ärztebank | Account number 000 772 0459 | Sort code 300 606 01

IBAN DE23 3006 0601 0007 7204 59 | Swift (BIC) DAAE DE DD