

# GENERAL CONSENT FOR MEDICAL TREATMENT



## Explanations:

- 1) This general consent only regulates the organization and the order of the provision of medical services and the general statutory rules governing relations with the Patient, as well as the permanent elements occurring during the provision of medical services at the Entity.
- 2) The general consent does not cover the Patient's consent to a specific treatment, which must be given separately: verbally or through a behavior that unequivocally indicates the will to undergo the procedures proposed by the doctor (inferred consent).
- 3) All surgical and high-risk procedures, including implant placement, require written consent.
- 4) An ENTITY in the understanding of this agreement is the Entity that provides the medical services.

**PATIENT** (*first name, last name*):

.....

Address:

.....

PESEL: ..... Tel..... e-mail.....

## ENTITIES:

### Entity I:

ARMADENT Dental Offices Arkadiusz Makowiecki

Address: Pl. Matejki 2/4 31-157 Kraków

NIP: 911-103-02-62 .....Regon:930243100 Tel.:12 42273 97

### Entity II:

Individual Dental Practice

Magdalena Szafraniec- Makowiecka

Address: Pl. Matejki 2/4 31-157 Kraków

NIP: 911-106-19-20 .....Regon:121377610 Tel.:12 42273 97

### Entity III:

Address of Entity III : Pl. Matejki 2/4 31-157 Kraków

Individual Dental Practice

Piotr Lasota

Address: Pl. Matejki 2/4 31-157 Kraków

NIP:659-129-02-79 .....Regon:121375692 Tel.:12 42273 97

**Main doctor** (first name and last name):

.....

**Legal basis:** art. 31-37 of the Act of 5 December 1996 on the Profession of Physician and Dental Practitioner (Journal of Laws of 2005, no. 226 item 1943 with later amendments)

and art. 6,11-22, 26-29 of the Act of 6 November 2008 on Patients' Rights and the Patients' Ombudsman (Journal of Laws of 2009, no. 52 item 417, no.76 item 641 with later amendments) and art. 18, 18a, 20 of the Act of 30 August 1991 on Healthcare Facilities (Journal of Laws.91.91.item 408 with later amendments) and

art. 27 of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 1997, no. 133 item 883 with later amendments) and art. 22, 23 of the Act of 22 May 2003 on Insurance Activity (Journal of Laws of 2003, no. 124 item 1151 with later amendments) and art. 10 of the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws of 2002, no. 144 item 1204 with later amendments) and art. 734-751 of the Act of 23 April 1964 - the Civil Code (Journal of Laws of 1964, no. 16 item 93 with later amendments)

## **Patient Declaration:**

1) I confirm that I am in full legal capacity and I hereby declare that I understand that the patient's general health has an essential impact on the success and safety of dental treatment; therefore, I agree to inform the main doctor not only of localized health issues (affecting the teeth, mouth, the facial part of the skull and the adjacent areas) but also of my general condition, and in particular, to disclose the information in any circumstances where the doctor may request it in speech or through a medical questionnaire (medical interview), and to disclose any current conditions and ailments (including infectious diseases) that I know of, as well as any currently taken medications and substances. In addition, at the beginning of each visit, I agree to notify the main doctor of any possible changes in my health condition.

2) I agree to inform the main doctor of any medical services received from other healthcare entities related to the conditions of the teeth, mouth, the facial part of the skull and the adjacent areas, and in particular to report the fact that I am currently undergoing other treatments;

3) I am aware that before any medical procedure, I have the right to be informed, in a clear and comprehensible manner, of the following:

- My health condition and the diagnosis,
- The proposed and possible diagnostic and therapeutic methods,
- The foreseeable consequences of treatment or non-treatment with these methods,
- Treatment results and prognosis,
- The consequences and risks involved in declining a given treatment.

Therefore, I agree to reveal, unasked, any fears or difficulties in understanding that I might have, or to express disagreement about any of the points enumerated above, and to consult them with my doctor in order to receive clear and comprehensible explanations. Should I continue to have fears or fail to understand, I agree to demand that the doctor get a second opinion from another doctor or convene a medical council.

4) I understand that the information mentioned above (e.g. on health condition, treatment methods, etc.) may cause excessive stress or bad mood in some Patients. I know that I have the right to demand the doctor not to reveal the information mentioned in the previous point. A demand not to disclose information may be submitted in writing through an appropriate form approved at the Entity.

In such cases, it is possible to designate another person to receive the information. The doctor is then obliged to give all the information to that person.

5) I understand that each consent for a particular procedure is granted to a specific doctor; I accept, however, that the given procedure may be performed by a team, i.e. with the participation of or by another doctor under the supervision of, or when delegated by, the doctor to whom the consent has been given, as well as with the assistance of other staff at the Entity, in accordance with their specific qualifications and assigned tasks.

Should I refuse my consent for a particular service being provided by a given person, I agree to express my refusal verbally or through a behavior that will unequivocally indicate that I do not wish the person to provide the service.

6) I consent to the delegation of certain services to the Entity's subcontractor, i.e. a third party active in the medical profession. Should this be the case, I consent to granting the subcontractor access to my health information and medical records to the extent needed to provide the service, and to the subcontractor providing the planned part of the service.

7) I accept that new circumstances may arise during the procedure and that in order to address them, it may be necessary to alter the previously agreed course of treatment (to change the treatment method or to extend or narrow its scope) .

I understand that during the medical procedure communication with the Patient may be hindered and that it is necessary to try and reduce the duration of the medical intervention, which substantially reduces stress and the risk of infection, as well as accelerates healing.

Therefore, should need arise to change the course of treatment, I consent to continuing my treatment in a manner that takes account of the new circumstances, and where the scope of the procedure needs to be extended, I agree to cover the cost of additional procedures and materials used.

8) I agree to promptly notify the main doctor of any negative changes in my health which could be related to the medical services received.

9) I accept that neither the doctor nor the Entity providing the medical services can guarantee desired treatment effects, which depend on a variety of factors, including: the severity of the disease, individual features of the Patient, general health, past conditions, and the Patient's actions after treatment ends. I understand and accept that the obligations of the Entity and the doctors are limited to the obligation to act with care in accordance with the current state of medical knowledge, available means and methods of prevention, diagnosis, and treatment, as well as in compliance with the medical code of ethics. I accept that any contracts made at the Entity, including implied contracts (contracts without a written form), concern the provision of medical services and do not constitute contracts of specific work and that regulations relevant to contracts of mandate shall apply, without any civil

liability for an obligation to accomplish a desired treatment result or any guarantees and warranties, unless a separate written agreement stipulates otherwise.

10) I understand that my health information and medical records will be made available only to the Patient or his/her legal Representative. The information shall not be disclosed to any other party (including the Patient's family), except in cases provided for by the law and cases in which the Patient has given his/her consent. The patient has the right to designate other persons who can receive the information and the medical records in writing through an appropriate form approved at the Entity; otherwise, the information and medical records shall only be provided to the Patient or his/her legal Representative.

11) I consent to the running and processing of my medical records (including photographic records) in electronic form and the electronic processing of my health information.

12) I accept that the Entity may charge a fee for providing my medical files, as well as its extracts, duplicates, and copies, to the amount defined in art. 28. p§ 4. pt. 1)-3) of the Act of 6 November 2008 on Patients' Rights and the Patients' Ombudsman.

13) I accept that access to medical records will be granted to authorized persons upon showing a valid ID.

14) In the event of any claims arising from the Entity's civil liability insurance, I consent to revealing the information covered by doctor-patient confidentiality and disclosing to the Entity's insurance agency and the Entity's representative the Patient's personal data and all related information collected in the course of performing the medical profession (providing medical services), as well as the Patient's health information and medical records, in connection with the proceedings. The consent covers only matters necessary for the conduct of the proceedings with the caveat of confidentiality and adequate protection of personal data and all disclosed information.

15) I consent to the presence and participation in the medical services provided of persons (healthcare professionals) other than the person providing the medical service, provided that they are present there with the consent of the doctor providing the medical service.

16) I consent to the presence and participation in the medical services provided of other doctor and medical Staff for educational purposes on the condition that they are present there with the consent of the doctor providing the medical service.

17) In the event that the purpose of such presence is purely educational, the doctor is obliged to request the Patient's consent. I accept that my oral consent for such demonstration is sufficient.

18) I declare that I am aware of the conditions at the Entity's facilities. I consent to the presence in the same room of other patients or their guardians during the provision of medical services to me/the Patient. My consent covers only the time necessary to provide them with medical services and the necessary time before and after their conclusion, as long as they are present there with the consent of the doctor providing the service.

19) I declare that I have received access to the information on:

A. Patient Rights,

B. the type and scope of medical services provided by the Entity, including publicly funded prevention programs carried out by the Entity, which are available at the Entity's facility in a generally accessible area.

20) I know that the Patient whose rights are violated when using medical services has the right to file an oral or written complaint with the Entity's director.

21) I declare that I know and accept the conditions that rule placing/leaving clothing in the waiting room, which is a generally accessible area, where clothing is not protected from possible theft. I know and accept that the doctors and other staff at the Entity are occupied with and focused on providing medical services, and are therefore not able to look after clothing and other possessions left in the waiting room. In view of the following:

a) I agree not to leave unattended any briefcases, bags, documents, money and other valuables, credit cards, jewelry, car keys or apartment keys, or any other similar objects in the waiting room.

b) In the event that the above-mentioned objects or clothes need to be protected against loss during the medical service, I agree to inform the doctor or other staff and to entrust the above-mentioned objects to them for safekeeping in a room other than the waiting room.

The Entity reserves the right to refuse to accept certain objects for safekeeping, in particular things of special or superior value, type, size, or amount.

22) I agree:

a. to carry on me a valid ID and a valid document that entitles me to any free-of-charge medical services,

b. to follow the doctor's recommendations,

c. to maintain personal hygiene,

d. not to disturb the peace on the premises of the facility,

e. to obey safety regulations, including fire safety regulations,

f. to refrain from smoking, drinking alcohol, and taking any other psychoactive substances on the premises and in their vicinity.

g. not to bring any dangerous objects to the premises.

23) I accept that Patients under the influence of alcohol or other psychoactive substances will not be received (except in cases where their life is threatened).

.....

..

***Date: Patient's signature***

I consent to the doctor and the Entity's director taking medical photographs, RTG scans and including studies of the Patient's case in scholarly articles, trainings, presentations, and scientific publications provided that the photographs and descriptions do not reveal the Patient's identity.

.....

***Date: Patient's signature***

**Consent to the Processing of Personal Data :**

I consent to my (the Patient's) personal data and health information being processed, now and in the future, by the Entity providing the medical services (in accordance with the Act of 29 August 1997 on the Protection of Personal Data, Journal of Laws no. 133 item 883 with later amendments), for the purposes of providing medical procedures, planning and performing future and current contracts and services I am receiving or will receive at the Entity in the future. The data shall not be disclosed to third parties except in cases of obligatory disclosure. The authorizing party has the right to access and correct his/her data.

.....

***Date: Patient's signature***