

## 2018 BO Geboortezorg General Terms and Conditions for maternity care de Kraamvogel

These terms and conditions apply to all care agreements entered into by de Kraamvogel.

### 1. GENERAL

#### ARTICLE 1 – Definitions

- Client: the natural person who purchases maternity care from the maternity care provider. This covers the pregnant person in the pre-natal period and the mother in the post-natal period.
- Maternity care provider: (legal) entity providing maternity care financed on the basis of the Healthcare Insurance Act (Zvw), possibly combined with privately financed maternity care and/or additional services.
- Midwife: an independent medical professional who guides the pregnant woman and her partner during the pregnancy and childbirth and who is in regular contact with the woman. This also includes the general practitioner active in obstetrics.
- Maternity carer: the natural person who provides maternity care and childbirth support under the medical responsibility of the midwife.
- Maternity care: care, support, instructions, and information to the client and the newborn.
- Minimum maternity care: the statutory minimum number of hours of maternity care, excluding childbirth support, of 24 hours divided over eight days.
- Care needs assessment: the needs assessment based on the National Maternity Care Indication Protocol (LIP).
- National Maternity Care Indication Protocol (LIP): protocol that describes what is high-quality responsible maternity care; regulates the number of hours of maternity care required for proper maternity care to the client and newborn.
- Registration: the client's request to the maternity care provider to provide maternity care.
- Agreement: the agreement entered into between the client and the maternity care provider regarding maternity care.
- Intake: a personal interview or interview by telephone between a representative of the maternity care provider and the client before the 34th week of the pregnancy in which, among other things, the nature and scope of the maternity care to be provided and any other additional maternity care are determined. What are the care needs of the client and what is expected of the client to be able to receive proper care.
- Apprenticeship supervisor: the natural person who supervises a trainee maternity carer or intern at the place of work/internship.
- Passing on Youth Healthcare (JGZ): passing on information from the maternity period about, among other things, the client, the newborn, the family situation, the childbirth, and the maternity care period to Youth Healthcare.
- Incident: every unintended or unforeseen event in the maternity care process with direct consequences or consequences that will become apparent over time for the client and/or the newborn.
- Written: written also covers digitally or via email.
- Electronic means: the transfer or storage of information via a website, the internet or email.
- Disputes committee: the Nursing Care, Medical Care and Birth Care Disputes Committee falling under the Dutch Foundation for Consumer Complaints Boards in The Hague.

#### ARTICLE 2 – Applicability

1. These general terms and conditions apply to the agreement.
2. These general terms and conditions describe the rights and obligations of the care provider and the client.
3. These general terms and conditions do not affect any mandatory legal provisions.

#### ARTICLE 3 – Announcing general terms and conditions

1. The maternity care provider hands these general terms and conditions to the client prior to or upon entering into the agreement and explains them orally at the client's request.
2.
  - a. If the agreement is entered into by electronic means, the general terms and conditions can be provided electronically in such a way that they can be stored for later access.
  - b. If the agreement is not entered into by electronic means, the general terms and conditions may also be provided electronically, but only if the client / consumer agrees to this.

#### **ARTICLE 4 – Deviating from the general terms and conditions**

The maternity care provider cannot deviate from these general terms and conditions, unless this has been explicitly agreed with the client and if the deviation does not prejudice the client or the newborn. Deviations must be agreed in writing.

## **2. INFORMATION**

#### **ARTICLE 5 – Clear information**

1. The maternity care provider makes sure that it has the information available (in writing or on the website) that allows the client to make a proper comparison with other maternity care providers in order to make a choice.
2. The maternity care provider at least includes the following in this information:
  - a. that an agreement is entered into the moment the maternity care provider accepts the registration;
  - b. that the client has the right to cancel the agreement up to 14 days after acceptance by the maternity care provider;
  - c. any reservations regarding the provision of the agreed maternity care.
3. The maternity care provider ensures that, during the term of the agreement, the client is sufficiently informed about any matters relevant to her and the newborn with respect to the execution of the agreement.
4. Before accepting a registration, the maternity care provider will check if the client has understood the information.

## **3. AGREEMENT AND FURTHER ARRANGEMENTS**

#### **ARTICLE 6 – The agreement**

1. The written or digital registration of the client is the request to the maternity care provider to provide the client with maternity care. The maternity care provider accepts the registration digitally or in writing, which leads to the agreement coming into being. The client has the right to cancel the agreement (free of charge) up to 14 days after entering into the agreement.
2. If the client registers by telephone, the maternity care provider will send the client the agreement signed by the maternity care provider in duplicate, with the request to return a signed copy. In this case, the agreement will come into being after the client has signed the agreement.
3. If the client is under the age of 18, the client must have the agreement signed by a legal representative due to the financial guarantee up to the age of 18, despite the fact that the client can legally enter into a medical agreement from the age of 16 (Medical Treatment Contracts Act WGBO).
4. The agreement contains, in any case:
  - a. a reference to the LIP for the nature and scope of the maternity care. The nature and scope of the maternity care are determined in writing during the intake interview (before the 34th week of the pregnancy);
  - b. if registration took place before the 5th month of the pregnancy, a provision that the indicated hours of maternity care are provided on the basis of the LIP;
  - c. if registration took place during or after the 5th month of the pregnancy, a provision that at least minimum maternity care is guaranteed;
  - d. if applicable, a clear description of the restrictions with respect to the ability to deliver the agreed maternity care and the consequences thereof;
  - e. that arrangements about additional maternity care and services will be discussed during the intake interview (article 8) and will be recorded in writing in an addendum to the agreement. If this results in costs for the client, a specification of the costs must be included in this addendum;
  - f. a provision that a client owes a statutory personal contribution for the delivered hours of maternity care. No personal contribution is payable for the hours of childbirth support;
  - g. a provision regarding permission for the use of the information of the client and the newborn;
    - for statutory measurement of healthcare quality indicators and to measure client experiences with the care at VSV and organisational levels;
    - in the context of the internal quality cycle and internal quality improvement;

- for inspections by healthcare insurers for the execution of the contract with the maternity care provider in accordance with the applicable regulations;
- for transfer of data to youth healthcare;
- h. any cancellation provisions;
- i. a provision that amending the agreement is only possible in consultation between maternity care provider and client and that this needs to be recorded in writing;
- j. a reference to these general terms and conditions and their applicability.

#### **ARTICLE 7 – Deviating from the agreement**

1. Deviating from the agreed maternity care hours is only possible in joint consultation and must be recorded in writing. Deviating from the statutory minimum maternity care is not possible. In case of deviation from the agreement, both parties can, in consultation, agree on a remedy in writing.
2. After deviating from the agreement, the client only owes a personal contribution for the actual purchased number of hours of maternity care.

#### **ARTICLE 8 – The intake interview**

1. During the intake interview, the indication for the number of hours of maternity care will be discussed with the client. During this interview, the following will be discussed:
  - a. The procedure to obtain a (re)indication in accordance with the LIP and the explanation of the (re)indication and the consequences of premature termination of the maternity care on the part of the client.
  - b. Determination of the nature and scope of the maternity care to be provided based on the LIP and the wishes of the client.
  - c. A description and possible determination of the additional maternity care (reimbursed by the healthcare insurer on the basis of supplementary insurance or financed privately) and of the services the client can use, and any determination thereof which will be recorded in accordance with article 6, paragraph 4 under e.
2. Before or during the intake interview, the maternity care provider will provide the client with written information regarding at least the following points:
  - a. The division of responsibilities between maternity carer and midwife;
  - b. The existence of a client version of the care standard;
  - c. Key management;
  - d. Which measures the client needs to take in order to enable the maternity carer to work in accordance with the working conditions and hygiene regulations;
  - e. Use of the client's and/or partner's car by the maternity carer;
  - f. The parking policy;
  - g. The privacy policy;
  - h. The medication policy;
  - i. The information obligation to the client on the use of trainee maternity carers and the approval obligation for the use of interns;
  - j. Any cancellation provisions;
  - k. The consequences of the Working Hours Act and the collective labour agreement for the deployment of maternity carers;
  - l. Claim settlement: the settlement for compensation of damage caused by the employee of the maternity care provider.
3. The agreements made during the intake interview will be recorded in writing (see article 6, paragraph 4, sub e).

#### **ARTICLE 9 – The maternity care plan**

1. The maternity carer will draw up a maternity care plan in writing upon the start of the maternity care together with the client and based on the indication from the National Maternity Care Indication Protocol (LIP).
2. The maternity care plan records the goals and agreements and is tailored to the wishes, habits, and conditions of the client and newborn.
3. The maternity care plan also records, in any case:
  - a. which family members or other informal carers are involved in the maternity care provision;
  - b. the agreements made regarding support, instruction, and information to be provided by the maternity carer to the partner and/or other family members;
  - c. the evaluation times for the maternity care plan.

4. If the maternity carer is unable to provide the agreed maternity care in accordance with the maternity care plan, the maternity carer/maternity care provider will immediately notify the client of this. If the client cannot/does not want to receive the agreed maternity care in accordance with the maternity care plan, the client will immediately inform the maternity carer of this, or will inform the maternity care provider of this if this occurs outside of working hours. Together with the client, the maternity care plan will be adjusted accordingly by the maternity carer.
5. The maternity care plan is part of the childbirth care plan drawn up by the coordinating care provider together with the pregnant person.

#### 4. PRIVACY

##### ARTICLE 10 – General

1. The provisions of the Personal Data Protection Act (from 25 May 2018 onwards: General Data Protection Regulation, Dutch AVG) will apply in full with regard to the data referred to in this chapter.
2. Insofar as the data referred to in this chapter fall under Book 7, articles 446 – 468 of the Dutch Civil Code, the provisions of the Dutch Civil Code apply in full.

##### ARTICLE 11 – Data retention

1. The maternity care provider must retain data about the client and the newborn. This data is recorded in the agreement, the LIP form, the Youth Healthcare transfer, the hour registration, and an overview of the registration, interpretation and actions to be taken on behalf of the client and/or the newborn for the purpose of identifying health problems.
2. On termination of the agreement, the maternity care provider retains the data above, and this data remains available to both the maternity care provider and the client. The client will receive a copy if she so desires. For the data as intended in Book 7, article 454 of the Dutch Civil Code, the retention periods and the rights of the client with respect to correction and destruction apply as stipulated in that article. For other data, the standard stated in the Personal Data Protection Act (from 25 May 2018 onwards: General Data Protection Regulation) applies.

##### ARTICLE 12 – Data provision and granting access to third parties by the maternity care provider

1. The maternity care provider will not provide (access to) data regarding the client and newborn to third parties without the client's written permission, except for meeting a statutory obligation or compliance with the Child Abuse Reporting Code if permission cannot be requested due to the safety of the child/family.
2. Third parties as referred to in the first paragraph are not taken to mean the midwife and the person involved in the provision of the maternity care on behalf of and/or assigned by the maternity care provider insofar as the provision of (access to) data is required for the activities to be performed by these persons.
3. After the death of the client and/or the newborn, the maternity care provider will provide access to the data retained by the maternity care provider to the surviving relatives upon request, if the client has given written permission to do so or if approval may be assumed.
4. The maternity carer and the person involved in the delivery of maternity care on behalf of and/or assigned by the maternity care provider have an obligation of confidentiality. The maternity care provider will inform the client of this.

#### 5. QUALITY AND SAFETY

##### ARTICLE 13 – Maternity care

1. The maternity care provider provides maternity care while taking into account:
  - a. the standards of 'responsible maternity care' as determined by the representative organisations of, in any case, maternity care providers and clients in deliberation with the Healthcare Inspectorate and the care described in the LIP.
  - b. the healthcare standard as determined by the National Healthcare Institute and the care described in the LIP.
2. The maternity care provider ensures that all maternity carers who provide maternity care to the client within the organisation of the maternity care provider or are assigned to do so by the maternity care provider:

- a. are certified and competent at all times;
  - b. are listed in the Quality Register of the Maternity Care Knowledge Centre;
  - c. act in accordance with the professional standards applicable to maternity carers including the guidelines of the occupational group and, in any case, act as a reasonably capable and reasonably acting professional. Deviation from the professional standards must be motivated by the maternity carer and explained to the client. The maternity carer will make a note of the deviation and the explanation to the client in the maternity care plan.
3. The trainee maternity carer can only provide maternity care under the supervision of a trainee supervisor.
  4. The maternity care provider will ensure continuity of the maternity care.

#### **ARTICLE 14 – Safety**

The maternity care provider uses sound materials required for practising their profession.

#### **ARTICLE 15 – Coordination (one client – multiple carers)**

If the client and/or the newborn have two or more carers who are involved in the provision of the maternity care on behalf of or assigned by the maternity care provider, the maternity care provider will ensure that:

- a. all carers involved inform each other upon transfer of duties or via the maternity care plan and, where necessary, ask about relevant information regarding the client and/or the newborn, in which the experiences of the client are included and of which the client is informed;
- b. the tasks and responsibilities regarding the maternity care provision to the client and/or the newborn are clearly delineated and coordinated between the carers involved;
- c. all carers maintain and consult the maternity care plan.

#### **ARTICLE 16 – Incidents**

1. As soon as possible after an incident, the maternity care provider informs the client about:
  - a. the nature and cause of the incident;
  - b. if, and if so, which measures have been taken to prevent similar incidents.
2. If an incident has consequences for the health of the client and/or the newborn, the maternity carer will immediately discuss this with the midwife.
3. The maternity carer provides adequate maternity care on the instructions of the midwife to limit the consequences of the incident for the client and/or the newborn.
4. If an incident requires immediate action, the maternity carer will act immediately and report this to the midwife as soon as possible.
5. The maternity care organisation ensures adequate reporting of incidents in the relevant registration systems.

#### **ARTICLE 17 – Caring for personal property**

The maternity care provider ensures that the people who are involved in the maternity care on behalf of the client and the newborn under the responsibility of the maternity care provider handle the client's property with care.

### **6. THE CLIENT'S OBLIGATIONS**

#### **ARTICLE 18 – The client's obligations**

1. Prior to the coming into being of the agreement or during the agreement, the client provides proof of identity by means of a legally recognised and valid ID at the maternity care provider's request.
2. The client provides the maternity care provider, to the best of her knowledge, with the information and cooperation that is reasonably required for the execution of the agreement, also in reply to the maternity care provider's questions.
3. The client refrains from behaviour, such as aggression, discrimination, (sexual) harassment and/or other behaviour that is harmful to the health or well-being of the maternity carer and other people working for or assigned by the maternity care provider. The client also undertakes to ensure that family members and visitors refrain from the above-mentioned behaviour.
4. The client provides all necessary cooperation to ensure that the maternity care provider can provide the maternity care in accordance with the regulations regarding the working conditions and hygiene.

5. The client must enable maternity carers and other people working for or assigned by the maternity care provider to perform their tasks as recorded in the maternity care plan or in the context of safety.
6. As soon as the client receives maternity care and/or services from another maternity care provider, they will inform the maternity care provider of this.
7. The client must report the damage identified by the client to the maternity care provider in writing within 5 days of completion of the maternity care.
8. The client is presumed to be insured for statutory liability.

## 7. PAYMENT

### ARTICLE 19 – Payment

1. The client owes the maternity care provider the agreed price for the agreed maternity care and services insofar as these are not owed directly by the healthcare insurer or on the basis of the Healthcare Insurance Act.
2. The maternity care provider will send a clear and specified invoice to the client for the agreed costs of additional maternity care, personal contribution and/or services as referred to in article 6, paragraph 4, sub e and sub f.
3. The maternity care provider sends a payment reminder after the payment term of 30 days and gives the client the opportunity to pay the invoice within 14 days of receiving the reminder.
4. If the invoice has not been paid after the second payment term, the maternity care provider is authorised to charge statutory interest and an extrajudicial collection fee from the end of the first payment term.

## 8. TERMINATION OF THE AGREEMENT

### ARTICLE 20 – Termination of the agreement

1. The agreement ends:
  - a. by hospitalisation of the client, if the client has not returned from the hospital within 10 days after the childbirth and if the newborn does not require maternity care during these 10 days, unless the client has a supplementary insurance for postponed maternity care;
  - b. by hospitalisation of the newborn, if the newborn has not returned from the hospital within 10 days after the childbirth and if the client does not require maternity care during these 10 days, unless the client has a supplementary insurance for postponed maternity care;
  - c. upon mutual approval that is recorded in writing;
  - d. if the newborn does not require maternity care due to the death of the client;
  - e. if the client does not require maternity care due to the death of the foetus or newborn;
  - f. due to medical reasons on the part of the client;
2. If the client terminates the agreement unilaterally in any other way than on the basis of the above sections, the maternity care provider is authorised to charge cancellation costs.

### ARTICLE 21 – Termination by the maternity care provider

The maternity care provider can only terminate the agreement in writing for compelling reasons if the following conditions have been met:

- a. the maternity care provider has discussed the grounds for the intended termination with the client;
- b. the maternity care provider has discussed an appropriate alternative with the client;
- c. the maternity care provider has pointed out the possibility of submitting a complaint to the client.

## 9. COMPLAINTS AND DISPUTES

### ARTICLE 22 – Complaints procedure

1. The care provider has a procedure in place for receiving and handling complaints based on the Healthcare Quality, Complaints and Disputes Act that is sufficiently communicated and handles the complaint in accordance with this complaints procedure.
2. A part of the complaints procedure is the complaints officer referred to in the Healthcare Quality, Complaints and Disputes Act. This officer will, among other things, receive the complaint, provide mediation, and suggest a solution for the complaint. This complaints official works independently from the management / Board of Directors / owner of the healthcare provider. The name and contact information of this official are stated in the complaints procedure referred to above.
3. The complaints procedure is easily accessible on the healthcare provider's website. If so desired, the patient will receive a paper version of this procedure.

### ARTICLE 23 – Dispute settlement procedure

1. A dispute arises if the procedure as described in article 22 is not followed correctly or has not led to the sufficient handling of the complaint or if the patient cannot reasonably be expected to first submit the complaint to the healthcare provider.
2. The patient and the healthcare provider can submit a dispute to the Disputes Committee as referred to in the complaints procedure and dispute settlement procedure of the healthcare provider, which meets the statutory requirements.
3. The dispute settlement procedure meets the requirements of the Healthcare Quality, Complaints and Disputes Act (WKKGZ) and is coordinated with the representative parties of patients / consumers.
4. The Disputes Committee handles complaints and claims and can award compensation of up to € 25,000.
5. The dispute settlement procedure is easily accessible on the healthcare provider's website. If so desired, the patient will receive a paper version of this procedure.

## 10. OTHER

### ARTICLE 24 – Performance bond

These general terms and conditions can only be amended in consultation with Bo Geboortezorg on the one hand and the Consumers' Association, LOC Zeggenschap in de zorg, and the Patiëntenfederatie Nederland on the other hand.

## ADDITIONAL GENERAL TERMS AND CONDITIONS

### ARTICLE 1 – Applicability

In addition to article 2 of the General Terms and Conditions, the general terms and conditions also apply to all amendments to the agreement between the client and the maternity care provider.

### ARTICLE 2 - The agreement

1. In addition to article 6 of the General Terms and Conditions, the maternity care provider will send the client a confirmation of the registration if the client registers by telephone. The care agreement is entered into after receipt of the confirmation, and the client will have the right to cancel the registration (free of charge) for a period of 14 days. At the end of the 14-day period, the agreement will be final.
2. Article 6 of the General Terms and Conditions indicates which aspects must be included in the agreement. In addition to article 6 of the General Terms and Conditions, the agreement entered into with the client will explicitly refer to the aforementioned General Terms and Conditions, article 6 of the General Terms of Conditions, and this article 2 of the Additional General Terms and Conditions. In addition to article 6 of the General Terms and Conditions, this article 2 of the Additional General Terms and Conditions must be seen as included verbatim in the agreement in which the points as recorded in article 6 of the General Terms and Conditions must be made explicit, namely:



- During the intake interview, the nature and scope of the maternity care will be determined in writing based on the National Maternity Care Indication Protocol (LIP).
  - If the registration took place before the 5th month of the pregnancy, the maternity care provider will do their utmost to provide the hours indicated on the basis of the LIP.
  - If the registration took place during or after the 5th month of the pregnancy, at least the minimum maternity care is guaranteed.
  - The reservations for providing maternity care are included in these Additional General Terms and Conditions. Furthermore, the maternity care provider reserves the right to provide fewer than the number of indicated hours with respect to unforeseen situations. The extent to which the indicated hours of maternity care will be provided depends on the region, the period in which maternity care is required, and the time of registration.
  - The agreements regarding additional maternity care and services (reimbursed by the healthcare insurer on the basis of supplementary insurance or privately financed) will be discussed during the intake interview and recorded in writing on the LIP form that will be signed by both parties during the intake interview. The costs for the additional maternity care and services will be communicated to the client during the intake interview and can be found at all times on the maternity care provider's website.
  - The client owes a statutory personal contribution for the provided hours of maternity care (no personal contribution is owed for the hours of childbirth support), which equals the sum that is set by the Dutch Healthcare Authority, unless it concerns privately financed healthcare. In such a case, the total costs of the provided healthcare will be paid by the client. During the intake interview, an assessment will be made if it concerns privately financed maternity care, and the consequences will be indicated to the client.
  - By entering into the agreement with the maternity care provider, the client gives permission to the maternity care provider to use the information of the client and the newborn:
    - a. for the mandatory measurement of healthcare quality indicators and to approach clients to measure client experiences in healthcare (CQ measurement);
    - b. for inspections by healthcare insurers for the execution of the contract with the maternity care provider in accordance with the applicable regulations;
    - c. for transfer of data to youth healthcare;
  - By entering into the agreement, the client agrees with the cancellation provisions included in these Additional General Terms and Conditions (article 6).
3. Deviating from the statutory minimum maternity care is not possible.
  4. The maximum rates for maternity care are set annually by the Dutch Healthcare Authority, unless it concerns privately financed care. In the latter case, the total costs of the provided healthcare will be borne by the client. During the intake interview, an assessment will be made if it concerns privately financed maternity care, and the consequences will be indicated to the client. The costs for privately financed maternity care can be found on the website of the maternity care provider at all times.
  5. Amendments to the agreement are only possible in consultation between the maternity care provider and the client and must be recorded in writing. This also includes recording on the LIP form and/or the hour registration form and signing them by the client.
  6. Reduction of the hours of maternity care agreed during the intake interview is considered to be an amendment to the agreement. In this case, the client owes an amount of € 150 for amendment costs.

### **ARTICLE 3 – Intake interview**

In accordance with article 8 of the General Terms and Conditions, the intake interview will generally take place before the 34th week of the pregnancy in case of timely registration.

### **ARTICLE 4 – Quality and safety**

1. Caring for mother and child is the priority for maternity carers. Household tasks are subordinate to this.
2. The maternity care provider appoints employees who actually perform the service. In doing so, the maternity care provider takes the wishes of the client into account as much as possible.

### **ARTICLE 5 - The client's obligations**

In addition to article 18, paragraph 4 of the General Terms and Conditions, the care can be stopped if the client does not provide all required cooperation to enable the maternity care provider to provide the maternity care in accordance with the regulations regarding the working conditions and hygiene. A working conditions checklist can



be used to assess if the conditions are met.

This in any case includes:

1. The work location must be safe and conditions need to be workable.
2. In case of an at-home delivery and during the maternity period, the new mother's bed must be placed at a minimum height of 70 cm and a maximum height of 90 cm.
3. Two safe metal, seamless hot water bottles with rubber ring in the closure cap must be available.
4. The client ensures appropriate facilities for the provision of services, such as properly working gas and electricity facilities and running water.
5. The client must be at home during the provision of services by an employee of the maternity care provider, unless the maternity care provider and the client agreed that this may be deviated from.
6. If the client does not comply with the provisions of this article, the maternity care provider will be authorised to refuse the provision of services.

#### **ARTICLE 6 – Rights and obligations of the maternity care provider**

1. Employees of the maternity care provider will not smoke at clients.
2. The employees of the maternity care provider are not permitted to be authorised for money matters, e.g. the use of a credit card and/or the clients' bank card.
3. The employees of the maternity care providers are not permitted to accept gifts, monetary gifts or items from the client.

#### **ARTICLE 7 – Payment**

In addition to article 19 of the General Terms and Conditions, the care hours that are not reimbursed by the insurer will be charged directly to the client.

#### **ARTICLE 8 – Termination of the agreement / cancellation provisions**

1. The client has the right to cancel the agreement free of charge up to 14 days after entering into the agreement or after receiving the care agreement from the maternity care provider.
2. In case of a cancellation of the agreed maternity care longer than 2 months before the estimated due date, a sum of € 75 will be charged as an administration fee.
3. In case of a cancellation of the agreed maternity care shorter than 2 months before the estimated due date, a sum of € 150 will be charged as an administration fee.
4. Cancellation is only possible in writing or electronically.
5. If the client does not make use of the maternity care provider's maternity carers during or after the childbirth, this is considered to be a cancellation on the part of the client and in accordance with paragraphs 2 and 3 of this article, unless there is force majeure on the part of the client. Force majeure on the part of the client is defined as a shortcoming for which the client cannot be blamed and should not be attributable to the client on the basis of the law, legal acts or generally accepted notions.

#### **ARTICLE 9 – Complaints and disputes**

In addition to article 22 of the General Terms and Conditions, a complaint regarding the organisation and/or healthcare provision must be reported within five days of the end of the care.

Complaints that arise during the provision of care will be handled within 24 hours after submission. Complaints of a different nature will be handled within two weeks.

#### **ARTICLE 10 – Transportation**

1. If the maternity carer has taken out a passenger insurance with their insurance company, they can use their own car for the family. This is the carer's own choice.
2. The employee of the maternity care provider cannot use the car of the client or the client's household members. If the maternity carers do decide to use the client's car at the client's request, this will entirely be at the client's risk. The maternity care provider cannot be held liable for any damage.
3. The maternity carers of the maternity care provider often use a car as their mode of transportation. If the client lives in an area where it is only possible to park the car by paying a parking fee, these costs will be charged to the client.

#### **ARTICLE 11 – Liability / claim settlement**

1. The client is presumed to be insured for statutory liability.

2. Damage caused by incorrect or insufficient instructions from the client will not be compensated.
3. Maternity carers may only work with sound and safe equipment (incl. sound connections) and sound and safe materials (such as hot water bottles). Damage due to unsound or unsafe equipment/materials will not be compensated.
4. Employees of the maternity care provider are not allowed to use bank cards, codes and/or credit cards of the client. In case of violation of this rule, the maternity care provider will not be liable for any damage.
5. Damage must be reported to the maternity care provider in writing within 5 days of completion of the maternity care.
6. In case of damage, there is an excess for the client in the amount of € 100.
7. Excluded from compensation is:
  - (I) damage caused intentionally or due to gross negligence by the client;
  - (II) damage caused due to wear and tear;
  - (III) damage caused by loss or theft by third parties of items of value or grocery funds entrusted to the employees of the maternity care provider, unless there is demonstrable proof of intent or gross negligence on the part of the maternity care provider's employee.

#### **ARTICLE 12 – Privacy**

1. For the provision of services, the maternity care provider will comply with the applicable privacy legislation (including the GDPR).
2. The maternity care provider and its employees have an obligation of confidentiality of all matters with respect to the client that they have become aware of in the execution of their work and of which they know or could reasonably suspect that they are obliged to keep it confidential.
3. The client has the right to access their personal information as well as the right to a copy, addition, correction, restriction, destruction, and deletion of their information.
4. The maternity care provider requires the explicit and directed permission of the client for providing anyone not involved in the care provision with access to the personal information.

#### **ARTICLE 13 – Division of responsibility between maternity carer and midwife**

The midwife is responsible for the postpartum period. In case of any problems, the maternity carer will always consult with the midwife.

#### **ARTICLE 14 – Key management**

The basic principle is that the maternity carer is not given a house key of the client. Temporary possession of the house key during working hours is permitted, so the maternity carer will not be dependent on others for accessing the client's house during working hours.

The house key must be returned to the client at the end of the day.

If management of the client's key is the only option to guarantee the maternity care at all times, the maternity carer may take possession of the key after prior permission from the team manager. In this case, the maternity carer and the client must fill in and sign a Key management form. With respect to key management, the key management protocol applies, which can be inspected by the client upon request.

#### **ARTICLE 15 – Medication policy**

With respect to medication, the 'Medication in the maternity period' guidelines apply. These state that the maternity carer is, in principle, not authorised to administer and provide information about medication. The guidelines can be inspected by the client upon request.

#### **ARTICLE 16 – Use of trainee maternity carers / interns**

The maternity care provider is an recognised training company, which means that the care may be (partly) provided by a trainee maternity carer or intern. If the care is (partly) provided by a trainee maternity carer or intern, the maternity care provider will inform the client of this. During the intake interview, the client can object to the deployment of a trainee maternity carer or intern.

#### **ARTICLE 17 – Working Hours Act and collective labour agreement**

The maternity care provider will take the Working Hours Act and the applicable collective labour agreement into account in the deployment of maternity carers.

**ARTICLE 18 – Amendment**

In addition to article 24 of the General Terms and Conditions, the maternity care provider is authorised to immediately change these (Additional) General Terms and Conditions if required. For registered clients, changes will be announced in writing or digitally at least two months before entering into effect. This includes communicating the changes in writing and/or digitally and making the general terms and conditions available on the maternity care provider's website.