

Explanation by article of the General Terms of Delivery for Maternity Care

Article 1 – Definitions

Client: client is defined as the (adolescent) pregnant woman/new mother. *Maternity care provider:* this definition covers all maternity care providers (both legal entities and natural persons) who have entered into a contract with healthcare insurers for the provision of maternity care and who provide maternity care financed under the Healthcare Insurance Act, and all maternity care providers who provide a mix of publicly and privately financed maternity care. With some maternity care providers, a client can purchase a maternity care package in addition to the Healthcare Insurance Act that is not included in the basic and/or supplementary insurance package of the healthcare insurer's policy. A contracted maternity care provider (main contractor) can elect to have the maternity care provided by other maternity care providers (subcontractors), being legal entities and/or natural persons. These other maternity care providers must then apply or execute these General Terms and Conditions.

The contracted maternity care provider (main contractor) has final responsibility in all cases.

Maternity care: is care, financed under the Healthcare Insurance Act, that is included in the basic insurance package. Moreover, a supplementary insurance package of the maternity care insurer and/or private maternity care may be financed by the client itself.

Some maternity care providers also provide additional services, such as the lease of aids, courses, etc.

Article 2, paragraph 2 Applicability

This means that mandatory statutory provisions always take precedence over these General Terms and Conditions.

Article 3 Announcing general terms and conditions

According to legislation and case law, the General Terms and Conditions must, in principle, always physically be handed to the client by or on behalf of the person entering into the contract. This is the case, for instance, in the Nursing, Caring and Home Care (VVT) sector. However, there are two other possibilities:

- If the agreement was formed electronically, the General Terms and Conditions can also be provided electronically. However, it must be possible to store them, and they have to remain accessible for later consultation. This means that the client must be able to download them. If this is not reasonably possible, the maternity care provider must send them via email.
- If the agreement was not formed electronically, the maternity care providers may provide it electronically (same conditions as above), but only if the consumer has given explicit permission for electronic provision.

For example, there must be a separate section in the contract, that can be ticked, in which the consumer agrees with the provision of the general terms and conditions via email/the internet.

In any case, the client must agree with the General Terms and Conditions before entering into an agreement.

Article 5, paragraph 1 Clear information

If the maternity care provider has stated its information on www.kiesbeter.nl, it has met the information conditions as stated in article 5. If this is not the case, the maternity care provider will have to provide the same information in another manner.

Article 5, paragraph 2, sub c

The maternity care provider can, for example, indicate on its website that the extent to which the indicated hours of maternity care can be provided depends on the region, the period in which maternity care is required, and the time of registration.

Article 5, paragraph 4

The issue is that, upon acceptance of the registration, the maternity care provider must be sure that the client has understood the matter. This is possible by adding the familiar box on the website the client needs to tick before continuing the registration process. Or, in case of a different registration method, by explicitly asking this in the telephone conversation.

Article 6 The agreement

The agreement, of which the General Terms of Delivery are a part, is entered into individually with the client. This agreement is signed by the client and the Board of Directors or the person authorised to sign on behalf of the Board of Directors. If the client is under 18 years of age, the legal representative must sign. It is important that the client is aware of the terms and conditions and agrees with them before entering into the agreement. Also see article 3 and the explanation of article 3. This does not affect the fact that the maternity care plan can independently be agreed between the maternity carer and the client from the age of 16.

Article 6, paragraph 4, sub e and sub f

The sum of the personal contribution is determined annually by the National Healthcare Institute. A personal contribution is only owed for the maternity care hours, not for childbirth support.

The amount of the personal contribution can be enquired from the National Healthcare Institute or the maternity care provider. In some cases, the healthcare insurer may reimburse the statutory personal contribution or additional maternity care under a supplementary insurance to the client. It is up to the client to inform whether this is the case in her situation.

Article 6, paragraph 4, sub g

Some personal information may be used for mandatory statutory measurement of healthcare quality indicators and for measuring client experiences in healthcare and in the birth care chain. More information can be found on the website (Privacy statement).

Article 8, paragraph 2, sub i and sub j The intake interview

If the maternity care provider wants to have an intern present at an intake interview or for the maternity care, it needs to have the permission of the client. If the maternity care is provided by a trainee maternity carer, the maternity care provider will inform the client of this.

The maternity care provider informs the client of the cancellation costs for not cancelling an intake interview when making the appointment for the intake interview. The costs for not cancelling an intake interview will be no more than the intake interview rate.

Furthermore, the maternity care provider informs the client about the cancellation costs for unilateral termination of the care agreement (article 20, paragraph 2) during the intake interview.

Article 11 Data retention

For a presentation of the registration, interpretation and actions to be taken on behalf of *the new mother* for identifying health problems, at least the following needs to be recorded:

- Overview of the temperature;
- Overview of the social, emotional, and physical state.

For a presentation of the registration, interpretation and actions to be taken on behalf of *the newborn* for identifying health problems, at least the following needs to be recorded:

- Overview of the temperature;
- Overview of the fluid balance;
- Overview of the colour of the skin;
- Overview of the weight;
- Overview of nutrition

Article 11, paragraph 2

The Personal Data Protection Act (WBP) does not state a concrete retention period for personal data. The WBP states that personal data cannot be retained longer than is required for the purposes for which it has been collected or for which it is used. The maternity care provider determines how long the data needs to be retained based on the purpose. This is a general rule for which the result may differ per situation. It is up to the maternity care provider to determine whether it charges copying costs to the client. If it does, it cannot charge more than the maximum sum set in the Personal Data Protection Act (Charges Made to Data Subjects) Decree of 13 June 2001. Storing documents other than medical data is required for business operations and transfer of information.

Since 25 May 2018, the WBP has been replaced with the General Data Protection Regulation (Dutch AVG).

Article 12 Data provision and granting access to third parties by the maternity care provider

The regulation in paragraphs 1 and 2 is based on Book 7, article 457 of the Dutch Civil Code and article 8 of the Personal Data Protection Act.

The reporting code as mentioned in paragraph 1 has been drawn up by organisations such as the Royal Dutch Medical Association KNMG and the Dutch Association of Nurses and Carers V&VN.

Article 12, paragraph 2

This article indicates that 'third parties' are not defined as persons who are directly involved in the execution of the agreement. This means that the data is used internally at the maternity care provider for the benefit of the individual maternity care to the client involved and for internal quality control and (financial) administration, for example.

Article 12, paragraph 3

The assumed permission upon death is based on case law. If there is no permission from the client for third-party access to the client's file, the professional confidentiality after death can only be breached if that client's assumed permission is apparent or if the interests of access for the surviving relatives are of such importance that they can reasonably take precedence over the interest that the obligation of confidentiality is supposed to protect. An example from case law is data required for a life insurance payment or genetic research.

Article 12, paragraph 4

The obligation of confidentiality results from legislation such as the Individual Healthcare Professions Act (BIG), the Personal Data Protection Act (WBP), and the Medical Treatment Contracts Act (Wgbo) and is further detailed in the professional codes. These professional codes have been drawn up by professional organisations, such as V&VN and the Dutch Association of Maternity Carers NBvK. The obligation of confidentiality can also result contractually from, for example, the employment agreement so that, for example, the administrative employee also has an obligation of confidentiality.

Article 13, paragraph 1 Maternity care

The standards referred to in paragraph 1 have been included in the vision of Responsible Maternity Care that has been drawn up by, among others, the Home care sector association BTN, the national sector association for entrepreneurs in nursing-home care, home care, youth healthcare and maternity care ActiZ, the Healthcare Inspectorate IGZ, various professional groups, and patient /client organisations, e.g. via kiesvoorjezorg.nl or zorgkaartnederland.nl.

The Healthcare standard is also taken into account.

Article 14 in relation to article 18, paragraph 4 The client's obligations

This includes, among other things, the fact that the client is responsible for the presence of sound and safe materials that have to be used by the maternity carer. Moreover, the care provider must also use sound materials in accordance with article 14.

Article 19, paragraphs 2 and 3 Payment

The client will receive a specified invoice for the agreed additional maternity care at the expense of the client, the personal contribution, and the agreed services at the expense of the client.

Article 21, paragraph 1, sub a Termination by the maternity care provider

What are taken to be compelling reasons depends on the circumstances. In general, there is a compelling reason if the client does not provide cooperation to allow the maternity care provider to comply with the regulations regarding the working conditions (art. 18 paragraph 5). The Labour Inspectorate will in this case prevent the maternity care provider from further executing the agreement (or impose a fine if the maternity care provider violates the regulations).

Based on court decisions, termination for compelling reasons is considered to be admissible under special circumstances. With respect to the question of whether conduct as referred to in article 21, paragraph 3 or paragraph 5 are compelling reasons, the questions of whether there is a serious extent of threat and/or intimidation that creates an unworkable situation and/or has irreparably disrupted the relationship of trust, or whether there is a severe disruption of the day-to-day activities that endangers the care provision to others will be taken into account. Both the client's actions and those of the client's partner/relatives towards the maternity carer/maternity care provider may be of importance. Unless the situation is acute and very serious, termination of the agreement due to compelling reasons will usually not simply occur. The diligence of action on the part of the maternity care provider will especially be examined. In the light of established practice and case law, the following requirements will apply with respect to this diligence:

1) A change in conduct must have been pointed out multiple times, and this must preferably have been recorded in the maternity care plan.

2) The client (and relatives) must be made aware of the consequences of not complying with the agreements regarding the change in behaviour.

Article 21, sub b

What is defined as 'fitting' can range from finding a proper other maternity care provider to merely informing the healthcare insurer in the extreme case that continuing the care provision cannot reasonably be expected, for example, in case of serious misconduct on the part of the client or family members. What is fitting strongly depends on the circumstances and will eventually be given further substance by the Disputes Committee.

Article 22 Complaints procedure

The maternity care provider adheres to the complaints procedure of the sector organisation Bo Geboortezorg. This procedure meets the requirements of the Healthcare Quality, Complaints and Disputes Act.

Article 23 Dispute settlement procedure

The Disputes Committee makes decisions in the form of a binding recommendation. This means that the dispute cannot be presented to the court. No appeal is possible in this case.

Article 24 Performance bond

These general terms and conditions have been drawn up by Bo Geboortezorg on the one hand and the Consumers' Association, LOC Zeggenschap in de zorg, and the Patiëntenfederatie Nederland on the other hand. The contents of this set cannot be amended by the maternity care provider, unless the aforementioned parties draw up new general terms and conditions.

Explanation by article of the Additional General Terms of Delivery

ARTICLE 2 - The agreement

The General Terms and Conditions of BO Geboortezorg prescribe which aspects must be included in the agreement. ZiNkraamzorg and De Kraamvogel have opted to include these aspects in the Additional General Terms and Conditions. Due to this provision of the Additional General Terms and Conditions, these aspects are viewed as a part of the agreement.

It is important to know which aspects are important:

- Nature and scope of the maternity care: recorded in writing on the LIP form during the intake interview.
- Registration before the 5th month of the pregnancy: the indicated hours based on the LIP will be provided.
- Registration during or after the 5th month of the pregnancy: minimum maternity care is guaranteed.
- Deviating from indicated hours by the maternity care provider: ZiNkraamzorg / De Kraamvogel has the option of providing fewer than the number of indicated hours with respect to unforeseen situations.
- Additional maternity care and services: discussed during the intake interview and recorded in writing on the LIP form and signed by both parties during the intake interview.
The costs of this additional maternity care and services will be communicated to the client during the intake interview and can be found at any time on the ZiNkraamzorg / De Kraamvogel website.
- Statutory personal contribution: owed by the client for the delivered hours of maternity care (no personal contribution is owed for the hours of childbirth support). The amount will be determined annually by the Dutch Healthcare Authority.
- Privately financed care: 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.
- Permission from the client for the use of the information of the client and the newborn:
 - for the statutory measurement of healthcare quality indicators and to measure client experiences with the care and within the maternity care chain;
 - for inspections by healthcare insurers;
 - for transfer of data to youth healthcare;
- Changes to the agreement: ONLY possible in consultation between ZiNkraamzorg / De Kraamvogel and the client and recorded in WRITING (recording and signing of the LIP form and/or the hour registration form).
- Reduction of the hours by the client: changing (reducing) the hours agreed during the intake interview is an amendment to the agreement. In this case, the client owes an amount of **€ 150 for amendment costs**.

ARTICLE 3 – Intake interview

If the client has registered in time, the intake interview will take place before the 34th week of the pregnancy insofar as possible.

ARTICLE 4 – Quality and safety

Paragraph 2: The client can indicate a preference for a specific maternity carer. This is not a guarantee, however.

ARTICLE 5 - The client's obligations

This article includes the conditions for enabling a maternity carer work safely (bed at correct height / hot water bottles, etc.).

ARTICLE 8 – Termination of the agreement / cancellation provisions

This article concerns the termination or cancellation of the agreement. Amending the agreement (e.g. a change in the number of maternity care hours) is NOT covered by this; article 2 applies in this case.

If the client wants to terminate / cancel the agreement, this is possible via a letter or email.

The client receives a separate invoice for the termination / cancellation. Moving house does not have to result in cancellation, e.g. if the care can be provided by a different team or the sister label.

ARTICLE 10 – Transportation

This article is about the use of the maternity carer's own car for the family or use of the family car by the maternity carer. If the maternity carer uses the family's car, the maternity care provider will not be liable for any damage caused. Use of the family's car by the maternity carer is not recommended.

ARTICLE 11 – Liability / claim settlement

If damage is caused during the care provision by the maternity carer, the maternity care provider will compensate the damage in specific cases. The maternity care provider has taken out a liability insurance for this purpose. The conditions have been included in this article.

An excess of € 100.00 per loss event applies for the client.

Example

The maternity carer has washed out a sweater. The sweater cost € 50.00 when bought. This falls under the client's excess. Compensation of the damage is only possible if the regional director gives permission for this.

Damage must be reported by filling in an MTV form and be submitted to the quality team.

ARTICLE 12 – Privacy

The care provider will comply with all applicable legislation and regulations with regard to Privacy.

More information can be found on the website (Privacy statement).