

General Terms and Conditions

These General Terms and Conditions shall apply to all care contracts concluded by Dé Provinciale Kraamzorg.

1. GENERAL

ARTICLE 1 - Definitions

- *Client*: the natural person purchasing maternity care from a maternity care provider, i.e. the pregnant woman before the birth and the new mother after the birth.
- *Maternity care provider*: the (legal) entity providing maternity care, financed under the Dutch Health Care Insurance Act (Zvw), whether combined with privately financed maternity care and/or additional services or not.

In this case, the maternity care provider is Stichting Dé Provinciale Kraamzorg, as well as Lunavi Kraamzorg and FAM as part of Stichting Dé Provinciale Kraamzorg, as registered at the Chamber of Commerce in Goes (the Netherlands) under number 41114159. The contracted maternity care provider (main contractor) may decide to outsource the maternity care to other maternity care providers (subcontractors), being legal entities and/or natural persons. Other maternity care providers must then apply and/or implement these General Terms and Conditions. In all cases Stichting Dé Provinciale Kraamzorg will remain ultimately responsible.

- *Midwife*: an independent medical professional who assists the pregnant woman and her partner during pregnancy and childbirth and who is in regular contact with the woman. This could also be a general practitioner providing obstetric care.
- *Maternity carer*: the natural person providing maternity care and childbirth assistance under the medical responsibility of a midwife.
- *Maternity care*: care, support, instruction and counselling for the client and the newborn.
- *Minimal maternity care*: the legal minimum number of hours of maternity care, i.e. 24 hours spread over 8 days.

It does not include childbirth assistance.

- *Needs assessment*: the needs assessment based on the Dutch National Maternity Care Guidelines (LIP).
- *Dutch National Maternity Care Guidelines (LIP)*: protocol which describes what qualitatively adequate maternity care involves and determines the number of hours required to provide proper maternity care for the client and the newborn.
- *Application*: the client requesting the maternity care provider to provide maternity care.
- *Contract*: the contract concluded between the client and the maternity care provider with regard to maternity care.
- *Intake*: a personal meeting or phone call between a representative of the maternity care provider and the client before the 34th week of the pregnancy, during which both parties will determine the nature and scope of the maternity care to be provided, as well as any additional maternity care and services. They will also determine the client's care needs and what is expected of the client in order to receive proper care.
- *Practice supervisor*: the natural person who supervises maternity carers who are in training or trainees in the workplace.
- *Data transfer*: transfer of data from the postnatal period about the client, newborn, family circumstances, childbirth and proceedings during the maternity care period to all care providers involved (such as Youth Health Care, midwife and general practitioner).
- *Incident*: any unintentional or unforeseen events during the maternity care process with direct or long-term implications for the client and/or the newborn.
- *In writing*: 'in writing' also refers to digital or by email.
- *By electronic means*: transferring or storing data by means of a website, the internet, or email.
- *Arbitration committee*: the Dutch Nursing, Care and Childbirth Care Arbitration Committee (VVG), as part of the Dutch Consumer Issues Arbitration Committee Foundation (SGC) in The Hague.
- *General Data Protection Regulation (GDPR)*: the new law on privacy, effective as from 25 May 2018.

ARTICLE 2 - Applicability

1. The General Terms and Conditions shall apply to the contract.
2. The General Terms and Conditions describe the rights and obligations of both the maternity care provider and the client.
3. The General Terms and Conditions shall not preclude any mandatory statutory provisions.

ARTICLE 3 - Announcement of the General Terms and Conditions

1. The maternity care provider shall present the General Terms and Conditions to the client prior to or upon the conclusion of the contract and shall explain them verbally at the request of the client.
2. If the contract:
 - a. was concluded by electronic means, the general Terms and Conditions can also be made available by electronic means. However, it must be possible to save them, so they remain accessible for future reference.
 - b. was not concluded by electronic means, the General Terms and Conditions can be provided by electronic means (same conditions as above), but only if the client has given permission.

ARTICLE 4 – Derogation from the General Terms and Conditions

The maternity care provider cannot derogate from the General Terms and Conditions, unless it has been explicitly agreed with the client and the derogation is not to the detriment of the client or the newborn. Derogations must be agreed upon in writing.

2. INFORMATION

ARTICLE 5 – Clear information

1. The maternity care provider will ensure that information is available (in writing or on the website) which enables the client to make a proper comparison with other maternity care providers, so she can reach a well-informed decision.
2. The information from the maternity care provider must include at least the following:
 - a. that a contract is concluded as soon as the maternity care provider accepts the application;
 - b. that the client is entitled to cancel the contract within 14 days after acceptance by the maternity care provider;
 - c. any reservations regarding the ability to provide the maternity care to be agreed upon.
3. The maternity care provider will keep the client sufficiently informed throughout the duration of the contract about any matters relevant to her and the newborn with regard to the implementation of the contract.
4. The maternity care provider will check whether the client has understood the information, before accepting an application.

3. CONTRACT AND ADDITIONAL AGREEMENTS

ARTICLE 6 - Contract

1. The client's application (in writing, digitally or verbally) is a request to the maternity care provider to provide maternity care to the client. The maternity care provider will accept this application in writing or digitally, as a result of which a contract is concluded. The client is entitled to cancel the contract (free of charge) within 14 days after conclusion of the contract. The contract between the maternity care provider and the client will take effect after the 14-day cancellation period has expired and the client has not cancelled her application.
2. The contract must include at least the following:
 - a. a reference to the LIP (Dutch National Maternity Care Guidelines) for the nature and scope of the maternity care. The nature and scope of the maternity care will be determined in writing during the intake interview (before the 34th week of the pregnancy);
 - b. a stipulation that the indicated hours of maternity care based on the LIP will be provided if the application was made prior to the 5th month of the pregnancy;
 - c. a stipulation which guarantees the minimum maternity care if the application was made during or after the 5th month of the pregnancy;
 - d. if applicable, a detailed description of any reservations regarding the ability to provide the agreed maternity care and the consequences thereof;
 - e. that agreements with regard to additional maternity care and services will be discussed during the intake interview (see Article 8) and will be laid down in writing as an addendum to the contract. If this should result in additional costs for the client, a breakdown of the costs must be included in this addendum;
 - f. a stipulation that the client has to pay a statutory personal contribution for the hours of maternity care provided. In some cases, the statutory personal contribution and/or additional maternity care for the client will be reimbursed by the health insurer if the client has supplementary health care insurance. However, it is the client's responsibility to check whether this applies to her.
 - g. an agreement regarding permission to use the client's and the newborn's data
 - information about mandatory registration of health care quality indicators and about approaching clients to register the client's health care experiences (Consumer Quality Index);
 - information about checks by health insurers for the implementation of the contract with the maternity care provider in accordance with the applicable rules;
 - information about the transfer of data to all care providers involved (such as Youth Health Care, midwife and general practitioner);
 - h. information about the costs for cancelling the contract;
 - i. a stipulation that the contract can only be modified after deliberations between the maternity care provider and the client and that modifications must be recorded in writing;
 - j. a reference to the General Terms and Conditions and the applicability thereof.

ARTICLE 7 – Derogation from the contract

1. It is only possible to derogate from the number of maternity care hours after mutual agreement, which must be recorded in writing. Derogation from the legally prescribed minimum maternity care is not possible. In case of derogation from the contract, both parties can agree in writing to pay compensation.
2. The client will only have to pay a personal contribution after derogation from the contract for the number of maternity care hours effectively purchased, taking into consideration the legal minimum number of maternity care hours.

ARTICLE 8 - Intake

1. During the intake, the maternity care provider will talk to the client about the needs assessment. Furthermore, the following points will be discussed:
 - a. The procedure for obtaining a (re)assessment in accordance with the LIP, the explanation of the (re)assessment and the consequences of premature termination of maternity care by the client.
 - b. The definition of the nature and scope of the maternity care to be provided, based on the LIP and the client's wishes.
 - c. A description and definition, if applicable, of the additional maternity care (reimbursed by the health insurer in an additional package or privately financed) and the services which the client is entitled to use and the definition, if applicable, of the agreements made, in accordance with Article 6, Paragraph 2e.
2. Before or during the intake, the maternity care provider will supply the client with information about at least the following points:
 - a. The allocation of responsibilities between maternity carer and midwife;
 - b. Key management;
 - c. The measures the client has to take to enable the maternity carer to work safely in accordance with working conditions and hygiene regulations;
 - d. Parking facilities;
 - e. Privacy policy;
 - f. The obligation to inform the client about the deployment of maternity carers who are in training and the fact that the client must give permission for the deployment of trainees;
 - g. The costs for cancelling the contract;
 - h. The consequences of the Dutch Working Hours Act (ATW) and Collective Labour Agreement (CLA) for the deployment of maternity carers.
3. The agreements made during the intake interview will be laid down in writing.

ARTICLE 9 – Maternity care plan

1. When the maternity care period starts, the maternity carer will draft a maternity care plan in writing, based on the needs assessment from the Dutch National Maternity Care Guidelines (LIP), in agreement with the client.
2. The maternity care plan contains objectives and agreements which are tailored to the client's and newborn's wishes, habits and circumstances.
3. The following points are always included in the maternity care plan:
 - family members or other informal caregivers who will be involved in the provision of maternity care;
 - the agreements about the support, instruction and counselling that the maternity carer will provide to the partner and/or other family members;
 - the evaluation dates for the maternity care plan.
4. If the maternity carer is unable to provide the maternity care agreed upon in accordance with the maternity care plan, the maternity carer/maternity care provider will inform the client immediately. If the client cannot/does not want to receive the maternity care agreed upon in accordance with the maternity care plan, the client shall inform the maternity carer immediately (or the maternity care provider outside the working hours of the maternity carer). Subsequently, the maternity carer will adapt the maternity care plan after deliberation with the client.

4. PRIVACY

ARTICLE 10 - General

1. The provisions of the General Data Protection Regulation (GDPR) shall apply in full to the data referred to in this Article.
2. If applicable, the provisions of Articles 7:446 – 7:468 of the Civil Code shall apply in full to the data referred to in this Article.
3. The maternity care provider will comply with the General Data Protection Regulation (GDPR) while providing services, refer to the applicable privacy protocol.
4. The maternity care provider and their employees are bound by a confidentiality obligation with regard to all matters that come to their attention by virtue of their position and of which they know or could reasonably be expected to know that they are bound by confidentiality.

5. The client is entitled access to her personal data for perusal and is entitled to copy, complement, correct, block, destroy and delete her data, in accordance with the relevant statutory retention periods.
6. The maternity care provider requires explicit permission from the client to give access for perusal or to provide personal data to anyone who is not involved in the provision of care.
7. The Dutch Mandatory Reporting Code (Domestic Violence and Child Abuse) Act stipulates that the maternity care provider's employees can exercise their statutory reporting right in case of signals (and/or suspicions) of domestic violence and child abuse, even without permission from the client.

ARTICLE 11 – Retention of data

1. The maternity care provider should retain data about the client and the newborn. The required data are stipulated in the contract, the LIP form, the transfer documents from Youth Health Care, the working hours registration and a presentation of this registration, interpretation and actions to be taken regarding the client and/or the newborn for the detection of health issues.
2. When the contract is terminated, the maternity care provider will retain the aforementioned data, which will remain available to both the maternity care provider and the client. The client will receive a copy upon request. The retention period and rights of the client with regard to correction and destruction shall apply to the data described in Article 7:454 of the Civil Code. The standard mentioned in the General Data Protection Regulation (GDPR) shall apply to other data.

ARTICLE 12 – Providing data and granting access for perusal to third parties by the maternity care provider

1. Without written permission from the client, the maternity care provider shall not provide data (for perusal) from the client and the newborn to third parties, except for the compliance with a legal obligation or with the reporting code for domestic violence and child abuse, if it is not possible to ask permission due to the safety of the child/family.
2. Third parties as referred to in the first paragraph do not include the midwife, general practitioners and the person providing maternity care on behalf of and/or commissioned by the maternity care provider, provided that access to data (for perusal) is necessary for their activities.
3. After the death of the client and/or newborn the maternity care provider will make data retained by them available to the next of kin upon request, provided that the client has given written permission or permission may be presumed.
4. The maternity carer and everyone involved in providing maternity care on behalf of and/or commissioned by the maternity care provider, are bound by a confidentiality obligation. The maternity care provider will inform the client accordingly.

5. QUALITY AND SAFETY

ARTICLE 13 - Maternity care

1. The maternity care provider will provide maternity care in compliance with the "safe maternity care" standards as laid down by representative organizations of maternity care providers and clients which have been established after deliberations with the Dutch Health Care Inspectorate and care as defined in the LIP.
2. The maternity care provider will ensure that all maternity carers who provide maternity care to the client within the maternity care provider's organization or commissioned by the maternity care provider:
 - a. are always competent and qualified;
 - b. are listed in the Quality Register of the Dutch Maternity Care Knowledge Centre;
 - c. act in accordance with professional standards relevant for maternity carers, including the occupational group guidelines and act as reasonably competent and reasonably acting professionals. The maternity carer must be able to justify and explain to the client any derogation from the professional standard. The maternity carer will include the derogation and the explanation to the client in the maternity care plan.
3. Maternity carers who are in training are only allowed to provide maternity care under the supervision of a practice supervisor.
4. The maternity care provider will provide continuity for the maternity care.

ARTICLE 14 - Safety

The maternity care provider will use sound materials to carry out maternity care activities, i.e. the client is also responsible for the availability of sound and safe materials which the maternity carer needs to carry out activities.

ARTICLE 15 – Coordination (one client – several care providers)

If the client and/or the newborn have two or more care providers who, on behalf of or commissioned the maternity care provider, are involved in providing maternity care, the maternity care provider will ensure that:

1. all care providers involved will inform each other during change of shifts or in the maternity care plan and, if necessary, will ask each other for relevant data about the client and/or the newborn, including the experiences of the client. The client will be informed about this;
2. the tasks and responsibilities for providing maternity care to the client and/or the newborn are clearly defined and coordinated between the care providers involved;
3. all care providers will consult the maternity care plan and keep it updated.

The midwife is responsible for postnatal care. If any problems occur, the maternity carer will always consult the midwife.

ARTICLE 16 - Incidents

1. As soon as possible after an incident, the maternity care provider will inform the client about:
 - a. the nature and cause of the incident;
 - b. the measures taken to prevent similar incidents.
2. If an incident has consequences for the health of the client and/or newborn, the maternity carer will discuss this with the midwife immediately.
3. The maternity carer provides adequate maternity care upon instruction by the midwife to limit the consequences for the client and/or newborn.
4. If an incident requires immediate intervention, the maternity carer will act swiftly and report the incident to the midwife as soon as possible.
5. The maternity care provider will ensure the proper reporting of incidents in incident registration systems.

ARTICLE 17 – Care for personal belongings

1. The maternity care provider will ensure that everyone involved in the maternity care for the client and newborn under their responsibility, will handle their belongings with care.
2. Maternity care provider employees do not smoke at the client's home.

6. CLIENT'S OBLIGATIONS

ARTICLE 18 – Client's obligations

1. Upon the request of the maternity care provider, the client will have to identify herself before the contract is concluded or throughout the duration of the contract with a legally approved, valid ID.
2. The client will provide the maternity care provider with detailed information to the best of her knowledge, partially as a result of their questions, and will lend the assistance that the maternity care provider reasonably requires for the implementation of the contract.
3. During the hours that the maternity carer provides services in the home environment, the client must be at home, unless the maternity care provider and client have agreed that exceptions are permitted.
4. The client will refrain from behaviour such as aggression, discrimination, (sexual) harassment and/or other behaviour which is harmful to the health or well-being of the maternity carer and other persons working for or commissioned by the maternity care provider. The client will also make sure that family members and visitors refrain from such behaviour.
5. The client will lend all necessary assistance to enable the maternity care provider to provide maternity care in accordance with working conditions and hygiene regulations.
6. The client must give the maternity carer and other persons working for or commissioned by the maternity care provider the opportunity to carry out their tasks as laid down in the maternity care plan or within the framework of safety.
7. As soon as the client receives maternity care and/or services from another maternity care provider, she will inform the original maternity care provider about this.
8. When the provision of care starts in the evening or at night (from 20:00 to 07:00), at least 2 hours have to be purchased.

If the client does not comply with the provisions in this article, the maternity care provider is entitled to refuse the delivery of services. Maternity care can be stopped if the client does not lend all necessary assistance to enable the maternity care provider to provide maternity care in accordance with working conditions and hygiene regulations. A Health and Safety Checklist (ARBO) may be used when assessing compliance with the conditions. Working conditions include:

- The workplace must be safe (domestic appliances must comply with safety requirements);
- Carers have to work in a hygienic environment. Extreme filthiness because the house has not been cleaned for a long time, is not acceptable.

- For a home birth and during the postnatal period the client's bed must be raised to a minimal height of 70 cm and a maximum height of 90 cm.
- Two safe, seamless metal hot-water bottles with a rubber plate inside the cap must be available.
- The client will ensure the availability of suitable facilities for the provision of services such as properly functioning gas and electricity supply and running water.
- The maternity care provider (in this capacity: the employer) is also obligated to provide their employees with a smoke-free working environment. In this case, the working environment is the client's home. The maternity care provider assumes that the client will take the aforementioned obligation of the employer into consideration and will refrain from smoking during the period that maternity care is provided. Exceptions are smoking in rooms where the maternity care employee does not need to enter, provided that the smoke cannot enter any other rooms.

ARTICLE 19 - Liability

1. The client is expected to have legal liability insurance.
2. Damage caused by incorrect or incomplete instructions from the client, will not be compensated.
3. The maternity care provider's employees are not allowed to be authorized to handle financial matters, such as the use of the client's credit card and/or bank card. If this stipulation is violated, the maternity care provider shall not be liable for any damage.
4. Maternity carers should only work with suitable and safe equipment (including safe connections) and suitable and safe materials. Damages caused by faulty or unsafe equipment/materials will not be compensated.
5. The client must report any damages in writing to the maternity care provider within 5 days after the postnatal period has expired.
6. Damages will only be compensated if the amount exceeds € 45 (in writing: forty-five euros) per event, i.e. the client's deductible amount. The deductible amount will be deducted from the compensation for damages.
7. The maternity care provider shall only be liable for damages suffered by the client if they are caused by an imputable shortcoming in the compliance with their obligations (non-fulfilment) or otherwise, for example a wrongful act, if and to the extent that their liability is covered by the insurance taken out by the maternity care provider for the provision of their services and limited to the maximum amount that the insurer will pay as compensation.
8. The client shall indemnify the maternity care provider against all costs and damages which the maternity care provider could incur if third parties submit a claim against the maternity care provider in matters for which the liability towards the client is limited in the General Terms and Conditions.
9. The following damages will not be compensated:
 - I. damage caused by an intentional act or gross negligence on the part of the client;
 - II. damage caused by wear;
 - III. damage caused by loss or theft by third parties of valuables or grocery money entrusted to the maternity care provider's employees, unless there is evidence of intent or gross negligence on the part of the maternity care provider's employee.

7. PAYMENT

ARTICLE 20 - Payment

1. The maternity care provider will charge the client for the agreed maternity care and services, if the costs are not charged directly to the health insurer in accordance with the Dutch Health Care Insurance Act (Zvw). Any working hours which are not paid by the health insurer, will be charged directly to the client.
2. The maternity care provider will send the client a detailed invoice for the agreed costs for any additional maternity care, personal contribution and/or services.
3. The maternity care provider will send the client a payment reminder 14 days after the payment term has expired to give the client the opportunity to pay within 14 days after receiving the payment reminder.
4. If the second payment term has expired and no payment has been made, the maternity care provider is entitled to charge statutory interest and extrajudicial collection costs calculated from the day that the first payment term expired.
5. The client who has received care from the maternity care provider and cancels care that was already planned later than 24 hours before the work was to be carried out, will be charged for the planned time and/or is obliged to pay the planned time as working hours. This shall not apply in case of force majeure.

8. TERMINATION OF THE CONTRACT

ARTICLE 21 – Termination of the contract

1. The client is entitled to terminate the contract free of charge within 14 days after the conclusion of the care contract and/or the receipt of the care contract by the maternity care provider.
2. The contract will be terminated:
 - a. if the client is hospitalized and is not send home within 10 days after childbirth and the newborn does not require maternity care during these 10 days, unless the client has supplementary health care insurance for delayed maternity care;
 - b. if the newborn is hospitalized and is not send home within 10 days after childbirth and the client does not require maternity care during these 10 day, unless the client has supplementary health care insurance for delayed maternity care;
 - c. by mutual agreement laid down in writing;
 - d. if the client has died and the newborn does not require maternity care;
 - e. if the foetus or newborn has died and the client does require maternity care;
 - f. based on medical grounds pertaining to the client.
3. If the client unilaterally terminates the contract for other another reason than the aforementioned reasons, the maternity care provider may charge cancellation costs
4. If the client does not accept care from maternity carers during or after the birth, this will be considered a cancellation by the client in accordance with paragraph 2 and 3 of this Article, except in the case of force majeure on the part of the client. Force majeure on the part of the client means a shortcoming which is not due to any culpability on the part of the client and which should not be charged to her by virtue of the law, legal action or according to generally accepted standards.

Maternity care can only be cancelled in writing or electronically:

If the planned maternity care is cancelled more than 2 months before the due date, administrative costs of € 75.00 will be charged. If the planned maternity care is cancelled less than 2 months before the due date, administrative costs of € 150.00 will be charged.

ARTICLE 22 – Termination by the maternity care provider

The maternity care provider can only terminate the contract in writing for serious reasons, provided that the following conditions have been complied with:

1. the maternity care provider has discussed the reasons for termination with the client;
2. the maternity care provider has discussed a suitable alternative with the client;
3. the maternity care provider has explained to the client that she can file a complaint.

9. COMPLAINTS AND DISPUTES

ARTICLE 23 - Complaints procedure

1. The maternity care provider shall apply a sufficiently communicated procedure for receiving and handling complaints based on the Dutch Healthcare Quality, Complaints and Disputes Act (WKKGZ) and will handle all complaints in accordance with this complaints procedure.
2. Any complaints about the organization and/or provision of care have to be reported within five days after care is terminated. Complaints that occur during the provision of care, will be handled within 24 hours after submission. Other types of complaints will be handled within two weeks.
3. Part of the complaints procedure is the appointment of a complaints officer as described in the Dutch Healthcare Quality, Complaints and Disputes Act (WKKGZ). The complaints officer will receive the complaints and is able to mediate and to provide a solution for the complaints. The complaints officer will work independently from the maternity care provider's management/Board of Directors/owner. The name and contact details of the complaints officer are listed in the complaints procedure.
4. The complaints procedure is available upon request.

ARTICLE 24 - Dispute settlement

1. A dispute may arise if the procedure as described in Article 23 has not been properly followed or has not sufficiently solved the complaint or if the client may not be reasonably expected to submit the complaint to the maternity care provider first.
2. The client and the maternity care provider can submit a dispute to the Arbitration Committee as mentioned in the maternity care provider's complaints and disputes procedure, in compliance with legal requirements.
3. The disputes procedure complies with the requirements of the Dutch Healthcare Quality, Complaints and Disputes Act (WKKGZ) and has been approved by representative parties for clients/consumers.
4. The Arbitration Committee will handle complaints and claims and may award damages to a maximum amount of € 25,000.
5. The Arbitration Committee will make decisions by giving binding advice, i.e. the dispute can no longer be submitted to court. Therefore, it is not possible to appeal.
6. The disputes procedure is available upon request.

10. OTHER

ARTICLE 25 - General Terms and Conditions

1. The General Terms and Conditions will be determined by the board and are registered at the Chamber of Commerce under number 41114159.
2. The General Terms and Conditions are referred to on the website and are available upon request.
3. Modifications to the General Terms and Conditions will become immediately applicable after the client has been given a copy. The maternity care provider is authorized to modify the General Terms and Conditions at any time, if required. When clients have already submitted their application, modifications must be announced in writing or digitally at least two months before their implementation. This includes communicating the modifications in writing and/or digitally and making the General Terms and Conditions available on the maternity care provider's website.

ARTICLE 26 - Final provisions

1. If any clause of the contract or the General Terms and Conditions appears to be invalid or voidable, it will not affect the validity of the remaining clauses of the contract or the General Terms and Conditions.
2. The invalid or voidable clause will be replaced by a valid clause that will most closely correspond to the clause previously agreed upon by the parties, before they became aware of such invalidity or voidability.
3. All matters not governed by regulations and/or the General Terms and Conditions, will be decided by the Managing Director of the Stichting Dé Provinciale Kraamzorg.