

General conditions for maternity care of Bo Geboortezorg

These General Conditions of Bo Geboortezorg have been adopted through consultations with consumer protection 'Consumentenbond', patients' federation 'Patiëntenfederatie Nederland', and 'LOC Zeggenschap in Zorg' in the context of the coordination group for self-regulation 'Coördinatiegroep Zelfreguleringsoverleg' (CZ) of the socio-economic council 'Sociaal-Economische Raad' and enter into effect per 1 January 2018. The general conditions remain effective until CZ makes available a new version. CZ appreciates if these matters are indicated in case of quotations from these General Conditions.



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1. GENERAL

ARTICLE 1 - Definitions

Client:

The natural person purchasing maternity care from a provider of maternity care. Thereby is intended the pregnant person before and the new mother after childbirth.

Maternity care provider:

(legal) person providing maternity care, financed on grounds of healthcare legislation 'Zorgverzekeringswet' (Zvw), whether or not in combination with privately financed maternity care and/or additional services.

Midwife:

An independent medical professional who assists the pregnant woman and her partner during pregnancy and childbirth and is in regular contact with the woman. Thereby is also intended such general practitioner as is operative as a midwife.

Maternity carer:

The natural person who provides maternity care and childbirth assistance under the medical responsibility of the midwife.

Maternity care:

Care, support, instruction, and provision of information to the client and the newborn.

Minimal maternity care:

The statutory minimum number of hours of maternity care exclusive of childbirth assistance of 24 hours distributed over eight days.

Assessment:

The assessment based on the maternity protocol 'Landelijk Indicatieprotocol Kraamzorg' (LIP).

Landelijk Indicatieprotocol Kraamzorg (LIP):

Protocol in which is described what qualitatively responsible maternity care is and which arranges the number of hours of maternity care which are necessary to provide sound maternity care to the client and the newborn.

Application:

Request of the client to the maternity care provider to deliver maternity care.

Agreement:

The agreement concluded between the client and the maternity care provider regarding maternity care.

In-take:

A personal or telephonic conversation between a representative of the maternity care provider and the client before the 34th week of pregnancy, in which are established, besides other things, the nature and scope of the maternity care to be provided as well as the possible additional maternity care and services; what the care needs of the client are and what is expected of the client in order to receive proper care.

Practice supervisor:

The natural person assisting an apprentice maternity carer or intern in the workplace/traineeship.

JGZ-transfer:

Transfer of data from the maternity period about, e.g., the newborn, the home situation, childbirth, and the course of the maternity period, to youth healthcare institutions 'jeugdgezondheidszorg'.

Incident:

Any unsought or unforeseen event in the maternity process with direct consequences or in the long term for the client and/or the newborn.

Written:

By written is also intended digital or by e-mail.

Electronic channel:

The transmission or storage of data through a website, the internet, or e-mail.

Arbitration committee:

The sectorial arbitration committee 'Geschillencommissie Verpleging Verzorging en Geboortezorg', falling under the foundation for arbitration 'Stichting De Geschillencommissie' in The Hague.

ARTICLE 2 – Applicability

1. These general conditions are applicable to the agreement.
2. These general conditions describe the rights and obligations of the healthcare provider and client.
3. These general conditions leave provisions of mandatory law unaffected.

ARTICLE 3 – Publication general conditions

1. The maternity care provider hands over these general conditions to the client prior to or upon the conclusion of the agreement and clarifies it upon request of the client verbally.
2.
 - a. If the agreement is concluded through an electronic channel, then the general conditions can be furnished through electronic channels, in such a manner that they can be stored so they will be accessible later on;
 - b. If the agreement is not concluded through an electronic channel, then the general conditions can also be furnished in a comparable way through electronic channels, but only if the consumer agrees with this.

ARTICLE 4 – Deviation from the general conditions

The maternity care provider cannot deviate from these general conditions, unless such has been explicitly established with the client and the deviation is not to the disadvantage of the client or the newborn. Deviations must be established in writing.

2. INFORMATION

ARTICLE 5 - Clear information

1. The maternity care provider makes sure that he has such information available (in writing or on the website) which enables the client to make a proper comparison with other maternity care providers, so as to be able to choose.
2. In this information, the maternity care provider states in any case:
 - a. that an agreement is concluded at the time when the maternity care provider accepts the application;
 - b. that the client has the right until 14 days after acceptance by the maternity care provider to annul the agreement;
 - c. any possible reservations regarding the ability to deliver the maternity care which is to be established.
3. The maternity care provider makes sure that the client remains sufficiently informed during the effective time of the agreement regarding matters which are relevant for her and for the newborn concerning the implementation of the agreement.
4. The maternity care provider checks whether the client has understood the

information before accepting an application.

3. AGREEMENT AND FURTHER ARRANGEMENTS

ARTICLE 6 - The agreement

1. The written or digital application by the client constitutes the request to the maternity care provider to deliver maternity care to the client. The maternity care provider accepts the application in writing or digitally, whereby the agreement is adopted. The client has the right until 14 days after conclusion of the agreement to cancel the agreement (free of charges).
2. If the client applies telephonically, the maternity care provider subsequently sends a signed agreement in duplicate to the client, with the request to send back a copy signed by her. In this case, the agreement becomes effective after the signing by the client.
3. If the client is younger than 18, then the client must have the agreement signed, despite the fact that as from the age of 16 she can legally enter into a medical contract (WGBO), by a legal representative on account of the financial guarantee until the age of 18.
4. The agreement comprises 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 is established during the in-take interview (before the 34th week of pregnancy) in writing;
 - b. if the application is made prior to the 5th month of pregnancy, a clause that the indicated hours are delivered on the basis of the LIP;
 - c. if the application is made in or after the 5th month of pregnancy, a clause that in any case the minimum maternity care is guaranteed;
 - d. if applicable, a clear description of the reservations regarding the ability to deliver the established maternity care and the consequences thereof;
 - e. that arrangements for additional maternity care and services are discussed during the in-take interview (see article 8) and recorded in writing in an addendum to the agreement. If this results in costs for client, a specification of these costs must be included in this addendum;
 - f. a clause that client owes a statutory own contribution over the delivered hours of maternity care. No own contribution needs to be paid over the hours of childbirth assistance;
 - g. an arrangement concerning permission for the use of data of the client and the newborn;
 - for legally obliged measuring of health-care related quality indicators and for the measuring of client experiences in healthcare at VSV and organisational level;
 - in the context of the internal quality cycle and the internal quality improvement;
 - for controls by healthcare insurers for the purpose of the implementation of the contract with the maternity care provider in accordance with the applicable rules;
 - for the transfer of data to youth healthcare institutions;
 - h. a possible cancellation costs arrangement;
 - i. a clause that modification of the agreement is only possible after consultation between maternity care provider and client and that it must be

- established in writing;
- j. a reference to these general conditions and the applicability thereof.

ARTICLE 7 – Deviation from the agreement

1. Deviation from the established maternity care hours can only be arranged through mutual consultation and must be recorded in writing. Deviation from the legally prescribed minimum maternity care is not possible. In case of deviation from the agreement, a reparation can be agreed on by both parties in writing.
2. An own contribution is only owed by the client after deviation from the agreement over the number of hours of maternity care effectively consumed.

ARTICLE 8 - The in-take interview

1. During the in-take interview, the assessment for the number of hours of maternity care is discussed with the client. In this interview is discussed:
 - a. the procedure to obtain a (re)assessment in conformity with the LIP and the explanation of the (re)assessment and the consequences of premature termination of the maternity care by the client;
 - b. the determination of the nature and scope of the maternity care to be delivered based on the LIP and the wishes of the client;
 - c. a description and the possible establishment of the additional maternity care (refunded by healthcare insurer in an additional package or privately financed) and of the services which the client can make use of and the possible determination of what is established according to article 6 section 4e.
2. Before or during the in-take, the maternity care provider supplies the client with written information about at least the following points:
 - a. the distribution of responsibilities between maternity carer and midwife;
 - b. the existence of a client version of the standard of care;
 - c. key management;
 - d. what measures the client must take to enable the maternity carer to work safely in conformity with the regulations regarding labour conditions and hygiene;
 - e. the use of the car of the client and/or partner by the maternity carer;
 - f. the parking policy;
 - g. the privacy policy;
 - h. the medication policy;
 - i. the information duty towards client regarding the deployment of trainee maternity carers and the consent obligation for the deployment of trainees;
 - j. the possible cancellation costs arrangement;
 - k. the consequences of the law on working hours 'Arbeidstijdenwet' and the union contract ('cao') for the deployment of maternity carers;
 - l. claims settlement: the arrangement for the compensation of damage caused by the employee of the maternity care provider.
3. The arrangements made during the in-take interview are recorded in writing (see article 6 section 4 under e).

ARTICLE 9 The maternity care plan

1. The maternity carer prepares a maternity care plan in writing, based on the assessment from the assessment protocol 'Landelijk Indicatieprotocol' (LIP) and

- through mutual consultation with the client, at the start of the maternity care.
2. In the maternity care plan, the objectives and arrangements are established and aligned with the wishes, habits, and circumstances of the client and the newborn.
 3. In the maternity care plan is furthermore established in any case:
 - what family members or other carers from the own network are involved in the provision of maternity care;
 - the arrangements made for support, instruction, and information to be provided by the maternity carer to partner and/or other family members;
 - the moments of evaluation of the maternity care plan.
 4. If the maternity carer is unable to provide the established maternity care in conformity with the maternity care plan, the maternity carer/maternity care provider immediately informs the client accordingly. If the client cannot/does not want to receive the established maternity care in conformity with the maternity care plan, the client immediately informs the maternity carer, and outside the working hours of the maternity carer, the maternity care provider accordingly. Through consultation and agreement with the client, the maternity care plan is subsequently adjusted by the maternity carer.
 5. The maternity care plan is a component of the childbirth care plan which the coordinating healthcare provider has prepared jointly with the pregnant person.

4. PRIVACY

ARTICLE 10 – General

1. To the data intended in this chapter applies fully what is established in the law on data protection (Wbp) (as from 25 May 2018: General Data Protection Regulation).
2. To the extent the data intended in this chapter fall under the articles 7:446 – 7:468 of the Civil Code (BW), it applies fully as established there.

ARTICLE 11 – Storing of data

1. The maternity care provider must keep data on the client and the newborn. This data is determined in the agreement, the LIP-form, the JGZ-transfer, the hour-registration and a display of the registration, interpretation, and actions to be taken for the client and/or the newborn for the purpose of the signalling of health issues.
2. Upon termination of the agreement, the maternity care provider keeps the above data and this data remains at the disposal of both the maternity care provider and the client. The client receives a copy if she so wishes. For the data intended in article 7:454 of the Civil Code (BW), the retention period and the rights of the client regarding correction and destruction established there apply. For other data, the standard mentioned in Wbp is effective.

ARTICLE 12 – Data provision and perusal granted by the maternity care provider to third parties

1. Without the written consent of the client, the maternity care provider does not provide data (for perusal) regarding the client and the newborn to third parties, except to comply with a legal obligation or to observe the reporting code for child abuse in the event permission cannot be requested on account of the safety of the

- child/family.
2. By third parties as intended in the first section are not intended the midwife and the person involved on behalf of and/or by order of the maternity care provider in the delivery of the maternity care, to the extent the providing of data (for perusal) is necessary for the activities to be conducted by these.
 3. After the decease of the client and/or the newborn, the maternity care provider makes available for perusal, if so requested, the data kept by the maternity care provider to the survivors, to the extent the client has given her written consent for this, or her consent may be presumed.
 4. The maternity carer and those who are involved on behalf of and/or by order of the maternity care provider in the delivery of maternity care, are bound by a non-disclosure obligation. The maternity care provider informs the client accordingly.

5. QUALITY AND SAFETY

ARTICLE 13 – Maternity care

1. The maternity care provider delivers maternity care with due regard for:
 - a. the standards “responsible maternity care” as they have been established by representative organisations of in any case maternity care providers and clients through consultation with healthcare inspection ‘Inspectie voor de Gezondheidszorg’,
 - b. the healthcare standard as established by ‘Zorginstituut Nederland’,
 - c. and the healthcare described in the LIP.
2. The maternity care provider ensures that all maternity carers who provide maternity care within the organisation of the maternity care provider or by order of the maternity care provider to the client:
 - a. are competent and qualified to this effect at all times;
 - b. are listed in the Quality Register of the expertise centre for maternity care ‘Kenniscentrum Kraamzorg’;
 - c. act in accordance with the professional standards applicable to the maternity carer, including the guidelines of the occupational group and in any case as a reasonably competent and reasonably acting professional. Deviation from the professional standard must be motivated and explained by the maternity carer towards the client. The maternity carer takes note of the deviation and the explanation to the client in the maternity care plan.
3. The trainee maternity carer may exclusively provide maternity care under the supervision of a practice supervisor.
4. The maternity care provider takes care of the continuity of the maternity care.

ARTICLE 14 – Safety

The maternity care provider makes use of valid material needed for the exercise of the vocation.

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

If the client and/or the newborn is cared for by two or more healthcare providers who on behalf or by order of the maternity care provider are involved in the delivery of the maternity care, the maternity care provider makes sure that:

- a. all healthcare providers involved inform each other upon change of shifts or through the maternity care plan and if necessary, inquire each other about

- relevant data of the client and/or the newborn, whereby the experience of the client is taken into account and the client is informed about this;
- b. the tasks and responsibilities regarding the provision of maternity care to the client and/or the newborn are clearly delineated and aligned between the involved healthcare providers;
 - c. all healthcare providers keep updated and consult the maternity care plan.

ARTICLE 16 – Incidents

1. As soon as possible after an incident, the maternity care provider informs the client regarding:
 - a. the nature and cause of the incident;
 - b. whether, and what, measures have been taken to prevent similar incidents.
2. If an incident has impact on the health condition of the client and/or the newborn, the maternity immediately discusses this with the midwife.
3. The maternity carer provides adequate maternity care upon instruction of the midwife so as to limit the impact of the incident on the client and/or the newborn.
4. If an incident requires direct intervention, the maternity carer takes action forthwith and reports this as soon as possible to the midwife.
5. The maternity care organisation takes care of the adequate reporting of incidents in the registration systems intended for this.

ARTICLE 17 – Care of personal property

The maternity care provider makes sure that those who are involved in the maternity care for the client and the newborn under his responsibility handle their property with care.

6. OBLIGATIONS OF THE CLIENT

ARTICLE 18 – Obligations of the client

1. The client identifies herself prior to the adoption of the agreement or during the effective time of the agreement upon request of the maternity care provider by way of a legally approved, valid ID.
2. The client provides the maternity care provider, also in response to the latter's questions, to the best of her knowledge, with the information and the assistance which the latter reasonably requires for the implementation of the agreement.
3. The client refrains from conduct such as aggression, discrimination, (sexual) harassment and/or other behaviour which is harmful to the health or wellbeing of the maternity carer and other persons who work at or by order of the maternity care provider. The client also exerts herself to let family members and visitors refrain from the above behaviour.
4. The client renders all necessary assistance to enable the maternity care provider to provide maternity care in accordance with the regulations concerning labour conditions and hygiene.
5. The client must offer the maternity carer and other persons who work at or by order of the maternity care provider the opportunity to carry out their tasks as established in the maternity care plan or within the framework of safety.
6. As soon as the client receives maternity care and/or services from another maternity care provider, she informs the maternity care provider concerning.

7. The client must report damage she has identified within 5 days after completion of the maternity care to the maternity care provider in writing.
8. The client is considered to be insured against statutory liability.

7. PAYMENT

ARTICLE 19 – Payment

1. The client owes the maternity care provider the established price for the established maternity care and services, to the extent these are not owed directly by the healthcare insurer pursuant to healthcare legislation Zvw.
2. For the established costs of additional maternity care, the own contribution and/or services as intended in article 6 section 4 under e and f, the maternity care provider sends the client a clear and itemized invoice.
3. After expiry of a payment term of 30 days, the maternity care provider sends a reminder, granting the client the opportunity to pay still within 14 days after receipt of the reminder.
4. If after expiry of the second payment term the payment still has not been settled, the maternity care provider has the right to bill statutory interest and extrajudicial collection costs as from the expiry of the first payment term.

8. TERMINATION OF THE AGREEMENT

ARTICLE 20 – Termination agreement

1. The agreement ends:
 - a. Through the recovery of the client at a hospital if she does not return home from hospital within 10 days after childbirth and the newborn during these 10 days does not need maternity care, unless the client is insured additionally for deferred maternity care;
 - b. Through the recovery of the newborn at a hospital if he/she does not return home from hospital within 10 days after childbirth and the client does not need maternity care during these 10 day, unless the client is insured additionally for deferred maternity care;
 - c. Upon mutual agreement as established in writing;
 - d. Through the decease of the client if the newborn does not need maternity care;
 - d. Through the decease of the foetus or newborn if the client does not need maternity care;
 - e. Pursuant to medical grounds pertaining to the client.
2. If the client cancels the agreement unilaterally otherwise than on the basis of the above, the maternity care provider can charge cancellation costs.

ARTICLE 21 – Cancellation by the maternity care provider

The maternity care provider can only cancel the agreement in writing for weighty reasons, on condition the following conditions have been met:

- a. the maternity care provider has discussed the grounds on which the intended cancellation is based with the client;
- b. the maternity care provider has discussed a suitable alternative with the client;
- c. the maternity care provider has pointed out the possibility to the client to file a

complaint.

9. COMPLAINTS AND DISPUTES

ARTICLE 22 – Complaints mechanism

1. The healthcare provider applies an arrangement for the receipt and handling of complaints based on complaints legislation for healthcare 'wet Kwaliteit Klachten en Geschillen Zorg' (WKKGZ), as sufficiently publicised, and handles the complaint in accordance with this complaints mechanism.
2. A component of the complaints mechanism is the complaints officer as intended by WKKGZ. He takes care, amongst other matters, of the receipt of the complaint, he can mediate and propose a solution for the complaint. This complaints officer works independently from management/the executive board/owner of the healthcare provider. Name and contact information of this officer are listed in the complaints mechanism referred to above.
3. The complaints mechanism is placed in a way it can be found easily on the website of the healthcare provider. If so desired, the client receives a paper version thereof.

ARTICLE 23 – Dispute settlement

1. A dispute arises if the procedure as described in article 22 has not been properly observed or has not led to the elimination of the complaint to a sufficient degree or if it may not reasonably be expected of the client that she will submit the complaint to the healthcare provider first.
2. The client and the healthcare provider can submit a dispute to the arbitration committee as mentioned in the complaints and disputes mechanism of the healthcare provider and as compliant with the legal requirements.
3. The disputes arrangement meets the requirements of WKKGZ and has been coordinated with representative parties of clients/consumers.
4. The arbitration committee handles complaints and claims and can attribute compensation to a maximum amount of € 25,000.
5. The disputes arrangement is placed in a way it is easy to find on the website of the healthcare provider. If so desired, the client will receive a paper version thereof.

10. MISCELLANEOUS

ARTICLE 24 – Modification

These general conditions can only be modified through consultations between Bo Geboortezorg on the one hand and 'Consumentenbond', 'LOC Zeggenschap in de zorg' and 'Patiëntenfederatie Nederland' on the other.

Explanation per article of the general delivery conditions maternity care

Article 1 Definitions

Client: the (underaged) pregnant woman/woman having given childbirth.

Maternity care provider: also covered by this definition are all maternity care providers (both legal and natural persons) who have concluded a contract for the delivery of maternity care with healthcare insurers and deliver maternity care funded by Zvw, and all maternity care providers who deliver a mix of publicly and privately funded maternity care. Because in case of some maternity care providers, a client can purchase maternity care as a supplement to the Zvw package which is not included in the policy of the basic and/or supplementary package of the healthcare insurer. A contracted maternity care provider (main contractor) can choose to have the maternity care delivered by other maternity care providers (sub-contractors), being legal persons and/or natural persons. These other maternity care providers must in such case apply and/or implement these general conditions.

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

Maternity care: this is healthcare funded from Zvw which is included in the basic package. In addition, there may be a supplementary package of the maternity care provider and/or of private maternity care funded by the client herself.

Some maternity care providers also deliver additional services such as the rental of appliances, courses, etc.

Article 2 section 2 Applicability

This means that legal provisions of a mandatory nature always prevail over these general conditions.

Article 3 Announcement general conditions

Pursuant to the law and jurisprudence based on it, the general conditions must in principle always be handed over physically to the client by or on behalf of the entity concluding the contract. There are two other possibilities, however:

- If the agreement is concluded through electronic channels, then the general conditions may also be handed over through electronic channels. It must be possible, however, to store them and to keep them accessible for perusal later on. This means that the client must be able to download them. If such is not reasonably possible, the maternity care provider must send them by e-mail later still.
- If the agreement is not concluded through electronic channels, then the maternity care provider can also provide them through electronic channels (same conditions as above), but only if there is the explicit consent of the consumer for their being provided electronically. In such case, there must be a separate part of the contract, for instance, which can be ticked off whereby the consumer accepts the provision by e-mail/internet of the general conditions.

In any event, the client must approve of the general conditions before she concludes an agreement.

Article 5 section 1 Clear information

If the maternity care provider has stated all his information on www.kiesbeter.nl, the information as referred to in article 5 has been provided for. If not, the maternity care provider will have to make available the same information in another manner.

Article 5 section 2c

The maternity care provider can indicate on his website, for instance, that the degree to which the prescribed hours of maternity care can be delivered is dependent on the region, the period in which the maternity care is needed, and the moment of the application.

Article 5 section 4

The point is that the maternity care provider upon acceptance of the application is sure that the client has understood. This can be done by designing the website with the well-known box the client must tick before continuing with the application process. Or, in case of another application method, by expressly asking again during the phone conversation.

Article 6 The agreement

The agreement, of which the general delivery conditions are a part, is concluded with the client individually. This agreement is signed by the client and the Executive Board or the person authorised by the Executive Board to sign the agreement. If the client is younger than 18, the legal representative must sign. It is important that the client is aware of the conditions before concluding the agreement, and that she approves them. In addition, see article 3 and the explanation for article 3. This leaves unaffected that from the age of 16, the maternity care plan can be concluded in autonomy between maternity carer and client.

Article 6 section 2e and 2f

The amount of the own contribution is determined annually by 'Zorginstituut' (ZiNI). The amount of the own contribution can be inquired from ZiNI or the maternity care provider. In some cases, the healthcare insurer can reimburse the client for the statutory deductible or additional maternity care in case of a supplementary insurance. It is up to the client to verify whether this is the case in her situation.

Article 8 section 2b

CPZ will incorporate the client version of the healthcare standard in the brochure 'Zwanger!'. In 2018, the website www.allesoverzwanger.nl will go live, where all information can be found.

Article 8 section 2i and 2ji: The in-take interview

If the maternity care provider wants a trainee to attend an in-take interview or the maternity care, he must obtain permission for this from the client. If the maternity care is provided by a trainee maternity carer, then the maternity care provider informs the client accordingly. The maternity care provider informs the client when making the in-take appointment regarding the cancellation costs in case an in-take appointment is not properly cancelled. The costs of not cancelling an in-take interview amount to a

maximum of the rate for the in-take. The maternity care provider also informs the client during the in-take interview regarding the cancellation costs in case of the unilateral cancellation of the healthcare agreement (article 20, Section 2). The cancellation costs are based on the costs incurred by the provider.

Article 11 section 1 Retention of data

In case of the display of the registration, interpretation, and the actions to be taken for the *woman giving childbirth* for the purpose of identifying health issues, the data which must be retained at least is:

- Displays of the temperature;
- Display of social, emotional, and physical conditions.

In case of the registration, interpretation, and the actions to be taken for the *newborn* for the purpose of identifying health issues, the data which must be retained at least are:

- Displays of the temperature;
- Displays of the fluid balance;
- Display of the skin tone;
- Display of the weight;
- Display of nutrition.

Article 11 section 2

The data protection law (WBP) does not stipulate a concrete retention period for personal data. WBP stipulates that personal data may not be kept any longer than is necessary for the purposes it has been collected or used for. The maternity care provider determines based on the purpose for how long the data must be retained. This is a general rule the effect of which can differ per situation.

It is up to the maternity care provider to decide whether he bills copy costs to the client. If he does so, he may not bill more than the maximum established in the decree cost compensation rights of data subjects 'Besluit kostenvergoeding rechten betrokkene' of 13 June 2001. For the purpose of business operations and transfer, the retention of documents other than medical information is necessary.

Article 12 Provision of data and perusal by the maternity care provider to third parties

The arrangement in section 1 and 2 is based on article 7: 457 of the Civil Code BW (Wgbo) and article 8 of the data protection law Wbp.

The reporting code as mentioned in section 1 was created by organisations such as KNMG and V&VN.

Article 12 section 2

Here, it is indicated that by "third parties" are not intended those who are directly involved in the implementation of the agreement. This means that the data is used internally at the maternity care provider for the purpose of the individual maternity care for the client concerned and, for instance, for internal quality control and the (financial) administration.

Article 12 section 3

The presumed consent in case of decease is based on jurisprudence. In case there is no consent granted by client for the perusal of the file by a third party, the professional

privilege can only be breached after decease if the consent of that client can be assumed or if the interests of survivors in perusal are so weighty that they should reasonably be placed above the interest which the non-disclosure obligation is supposed to protect. An example from jurisprudence being data which is required for a life insurance disbursement or genetic research.

Article 12 section 4

The non-disclosure obligation flows from legislation such as the law on healthcare professions 'wet Beroepen Individuele Gezondheidszorg' (Wet BIG), data protection legislation (WBP) and the law on medical treatments 'Wet geneeskundige behandelingsovereenkomst' (Wgbo) and is further elaborated in the professional codes. These professional codes have been prepared by vocational organisations such as V&VN and NBvK. The non-disclosure obligation may also flow contractually, for example from the employment contract, so that an administrative assistant, for instance, is also bound by the non-disclosure obligation.

Article 13 section 1 Maternity care

The standards referred to in section 1 are included in the strategy statement on maternity care 'visie op Verantwoorde Kraamzorg' prepared by, e.g., BTN, ActiZ, IGZ, various vocational groups and patients'/clients' organisations.

Article 14 in relation to article 18 section 4 Obligations of the client

Hereby is intended, amongst other things, that the client is responsible for the presence of sound and safe material which must be used by the maternity carer. In addition, the maternity carer must also make use of sound material in conformity with article 14.

Article 19, section 2 and 3 Payment

For the established additional maternity care, which is at the expense of the client, the own contribution, and for the established services which are at the expense of the client, she will receive an itemised invoice.

Article 21 section 1 a Cancellation by the maternity care provider

What must be understood by weighty reasons depends on the circumstances. Generally, weighty reasons can be said to pertain if the client does not cooperate with the enabling of the maternity care provider to observe the regulations concerning labour conditions (art. 18 section 5). Labour inspection will in such case prevent the maternity care provider, after all, from carrying out the agreement further (or impose a fine if the maternity care provider violates the rules).

On grounds of court rulings, it is evinced that cancellation on account of weighty reasons is considered permissible under special circumstances. For the question whether in case of conduct as intended in article 21 section 3 or section 5 there are sufficient weighty reasons, it is taken into account whether there is a serious degree of threats and/or intimidation which renders the situation unworkable and/or which has damaged the confidential relationship beyond repair, or otherwise a serious disruption of the daily routine which threatens the provision of care to other people. Both the conduct of the client and that of her partner/family towards the maternity carer/maternity care provider may be of importance. Generally, unless the situation is very urgent and serious, the cancellation of the agreement due to weighty reasons will not be possible automatically. Considered in particular will also be the diligence of conduct by the maternity care

provider. In view of practice and jurisprudence, regarding this diligence the following requirements will generally apply:

- 1) Change of conduct must have been repeatedly pointed out and these instructions must preferably be included in the maternity care plan.
- 2) The client (and family) must be made aware of the consequences of non-compliance with the arrangements regarding the change of behaviour.

Article 21 sub b

What is intended by “appropriate”, can vary from looking for another good maternity care provider to simply informing the healthcare insurer in the extreme case that continuing to provide the care cannot reasonably be expected, for instance in the event of serious misbehaviour by the client or family members. What is appropriate, therefore, depends to a high degree on the circumstances and will eventually be further concretised by the arbitration committee.

Article 22 Complaints mechanism

The maternity care provider observes the complaints mechanism of the sectorial organisation Bo Geboortezorg. This arrangement is compliant with the requirements of the law on complaints in healthcare ‘Wet Kwaliteit Klachten en Geschillen Zorg’.

Article 23

The Arbitration Committee decides in the form of a binding advice. This means that the dispute can no longer be submitted to the court of law. So no appeal is possible. Within the regulation of the arbitration committee, however, one exception has been created: the annulment of the binding advice of the committee can take place by submitting it for review to the regular court within two months after the ruling is sent to parties. The court will annul the binding advice if the ruling would be unacceptable in terms of the substance or the manner of conclusion in the given circumstances by standards of reason and fairness.

Article 24 Modification

These general conditions have been drawn up by Bo Geboortezorg on the one hand and by ‘Consumentenbond’, ‘LOC Zeggenschap in de zorg’, and ‘Patiëntenfederatie Nederland’ on the other. This set cannot be modified substantively by the maternity care provider, unless the aforementioned parties stipulate new general conditions.