

# General Terms and Conditions 2018

## Maternity care from Bo Geboortezorg



**GENERAL CONDITIONS**  
**For the maternity care of Bo**  
**Geboortezorg**  
**Kraamzorg het Maantje**



These General Terms and Conditions of Bo Geboortezorg have been drawn up in consultation with the Consumers' Association, the Dutch Patient Federation and the LOC Zeggenschap in Zorg in the context of the Coordination Group Self-Regulation Consultation (CZ) of the Social and Economic Council and will enter into force on 1 January 2018. De general terms and conditions will remain in force until the CZ makes a new version available. The CZ appreciates it if this is stated in a quotation from these General Terms and Conditions.

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**ARTICLE 1 - DEFINITIONS**

**In these terms and conditions, the following definitions apply:**

<i>Clïente:</i>	the natural person who purchases maternity care from a maternity care provider. This includes the pregnant woman before delivery and the maternity woman after delivery.
<i>Maternity care provider:</i>	(legal) person who provides maternity care, financed on the basis of the Health Insurance Act (Zvw), whether or not in combination with privately financed maternity care and/or additional services.
<i>Midwife:</i>	an independent medical professional, who accompanies the pregnant woman and her partner during pregnancy and childbirth and has regular contact with the woman. This also includes the obstetrically active general practitioner.
<i>Maternity nurse:</i>	The natural person who provides maternity care and parturition under the medical responsibility of the midwife.
<i>Maternity care:</i>	Care, support, instruction and education to the client and the newborn.
<i>Minimum maternity care:</i>	The legal minimum number of hours of maternity care excluding parturition of 24 hours spread over eight days. The indication based on the National Indication Protocol maternity care (LIP).
<i>Indicatiestelling:</i>	<i>Protocol in which it is described what qualitative responsible maternity care is arranged the number of hours of maternity care that is needed for good maternity care to the client and the newborn.</i>
<i>National Indication Protocol maternity care (LIP):</i>	
<i>Registration:</i>	Request from the client to the maternity care provider to provide maternity care.
<i>Agreement:</i>	The agreement concluded between the client and the maternity care provider with regard to maternity care.
<i>Intake:</i>	A personal or telephone conversation between a representative of the maternity care provider and the client before the 34th week of pregnancy, in which, among other things, the nature and extent of the maternity care to be provided and any additional maternity care and services are determined. What the care needs of the client are and what is expected of the client to receive good care.
<i>Practice supervisor:</i>	The natural person who supervises a maternity nurse in training or trainee at the workplace / internship.
<i>JGZ transfer:</i>	Transfer of data from the maternity period about, among other things, the client, the newborn, the family situation, the delivery and the course of the maternity care period to the youth health care.
<i>Incident:</i>	Any unintended or unforeseen occurrence in the maternity care process with immediate or eventually noticeable consequences for the client and/or the newborn.
<i>Written:</i>	Written is also understood to mean digitally or by e-mail.
<i>Electronic means:</i>	Written is also understood to mean digitally or by e-mail.
<i>Disputes Committee:</i>	Transferring or storing data via a website, internet or e-mail. The Disputes Committee for Nursing Care and

Birth care, falling under the Stichting De Geschillencommissie 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 healthcare provider and client.
3. These general terms and conditions do not affect mandatory provisions.

#### **ARTICLE 3 - PUBLICATION OF THE GENERAL CONDITION**

1. The maternity care provider hands over these general terms and conditions to the client prior to or at the conclusion of the agreement and explains them orally at the request of the client.
2. a. If the agreement is concluded electronically, the general terms and conditions can be made available electronically in such a way that they can be stored so that they can be accessed later;  
b.. If the agreement is not concluded electronically, the general terms and conditions can also be provided in a similar way by electronic means, but only if the consumer agrees to this.

#### **ARTICLE 4 - DEROGATION FROM THE GENERAL CONDITION**

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

#### **ARTICLE 5 - CLEAR INFORMATION**

1. The maternity care provider ensures that he has that information available (in writing or on the website) that makes it possible for the client to make a good comparison with other maternity care providers, in order to be able to make a choice.
2. In this information, the maternity care provider shall in any case state:
  - a. that an agreement is concluded at the moment that 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 delivery of the maternity care to be agreed.
3. The maternity care provider shall ensure that the client remains sufficiently informed during the term of the agreement about matters relevant to her and to the newborn regarding the execution of the agreement.
4. The maternity care provider checks whether the client has understood the information before accepting a registration.

#### **ARTICLE 6 -AR THE AGREEMENT**

1. The written or digital registration by the client constitutes the request to the maternity care provider to provide maternity care to the client. The maternity care provider accepts the registration in writing or digitally with which the agreement is concluded. The client has the right to cancel the agreement (free of charge) up to 14 days after the conclusion of the agreement.
2. If the client registers by telephone, the maternity care provider then sends ana agreement signed by him in duplicate to the client, with the request to return a copy signed by her. In this case, the agreement is concluded after signature by the client.

3. If the client is younger than 18 years, the client must, despite the fact that she is legally allowed to enter into a medical agreement (WGBO) from the age of 16, have the agreement signed by a legal representative because of the financial guarantee up to 18 years.
4. In any case, the agreement contains:
  - a. a reference to the LIP for the nature and extent of maternity care. The nature and extent of maternity care is determined in writing during the intake interview (before the 34th week of pregnancy);
  - b. if registration has taken place before the 5th month of pregnancy, a provision that the indicated hours of maternity care are provided on the basis of the LIP;
  - c. if registration has taken place in or after the 5th month of pregnancy, a provision that at least the minimum maternity care is guaranteed;
  - d. if applicable, a clear description of the reservations regarding the ability to provide the agreed maternity care and the consequences thereof;
  - e. that agreements about additional maternity care and services during the intake (see Article 8) are discussed and 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 the client owes a statutory personal contribution on the hours of maternity care provided. No personal contribution has to be paid on the hours of partus assistance.
  - g. an arrangement concerning consent to the use of data of the client and the newborn;
    - for legally required measurement of care-related quality indicators and for measuring client experiences in healthcare at VSV and organizational level; in the context of the internal quality cycle and internal quality improvement for checks by health insurers in order to carry out the contract with the maternity care provider in accordance with the applicable rules;
    - for the transfer of data to youth health care; a possible cancellation fee scheme;
  - h. a provision that amendment of the agreement is only possible after
  - i. a consultation between maternity care provider and client and that this must be recorded in writing;
  - j. a reference to these general terms and conditions and their applicability hereof.

#### **ARTICLE 7 - DEROGATION FROM THE AGREEMENT**

1. deviation from the agreed maternity care hours can only be established in mutual consultation and must be recorded in writing. Deviation from the legally prescribed minimum maternity care is not possible. In the event of a deviation from the agreement, a remedy can be agreed in writing by both parties in consultation..
2. After deviation from the agreement, the client only owes a personal contribution on the actual number of hours of maternity care taken.

#### **ARTICLE 8 - THE INTAKE**

1. At the intake, the indication for the number of hours of maternity care is discussed with the client. In this conversation we will discuss:
  - a. the procedure for obtaining a (re)indication in accordance with the LIP and the explanation of the (re)indication and the consequences of premature termination of maternity care by the client;

- b. the determination of the nature and extent of the maternity care to be provided on the basis of the LIP and the wishes of the client;
  - c. a description and possible determination of the additional maternity care (reimbursed by health insurer in supplementary package or privately financed) and of the services that the client can use and any determination thereof which is recorded in accordance with Article 6 paragraph 4e.
2. Before or during the intake, the maternity care provider offers the client written information about at least the following points:
- a. the division of responsibility between maternity nurse and midwife;
  - b. The existence of a client version of the standard of care;
  - c. key management;
  - d. what provisions the client must make to enable the maternity nurse to work safely in accordance with the regulations relating to working conditions and hygiene;
  - e. the use of the client's and/or partner's car by the maternity nurse;
  - f. the parking policy;
  - g. the privacy policy;
  - h. the medication policy;
  - i. the obligation to inform the client about the use of maternity nurses in training and the obligation to give permission for the use of trainees.
  - j. the possible cancellation costs scheme
  - k. the consequences of the Working Hours Act and the collective labour agreement (CAO) for the deployment of maternity nurses damage settlement:
  - l. the regulation for compensation of damage caused by the employee of the maternity care provider
3. The agreements made in the intake interview are recorded in writing (see Article 6 paragraph 4 under e).

#### **ARTICLE 9 – THE MATERNITY CARE PLAN**

1. The maternity nurse draws up a maternity care plan in writing on the basis of the indication from the National Indication Protocol (LIP) and in consultation with the client at the start of the maternity care.
2. In the maternity care plan, the goals and agreements are recorded and tailored to the wishes, habits and circumstances of the client and the newborn..
3. The maternity care plan also stipulates in any case:
  - which family members or other informal care are involved in maternity care;
  - to provide the agreements made about support, instruction and information by the maternity nurse to partner and /or other family members.
  - the moments of evaluation of the maternity care plan.
4. If the maternity nurse cannot provide the agreed maternity care in accordance with the maternity care plan, the maternity nurse/maternity care provider will immediately inform the client thereof. 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 nurse and the maternity care provider outside the working hours of the maternity nurse. In consultation and consultation with the client, the maternity care plan is then adjusted by the maternity nurse.
5. The maternity care plan is part of the birth care plan that the coordinating care provider has drawn up together with the pregnant woman.

#### **ARTICLE 10 - GENERAL**

1. For the data referred to in this chapter, what is stipulated in the Personal Data Protection Act applies in full (from 25 May 2018: General Data Protection Regulation).

2. Insofar as the data referred to in this chapter fall under articles 7:446 – 7:468 of the Dutch Civil Code, what is stipulated there applies in full.

#### **ARTICLE 11 - RETENTION OF DATA**

1. The maternity care provider must keep data about the client and the newborn. These data are recorded in the agreement, the LIP form, the JGZ transfer, the time registration and a representation of the registration, interpretation and actions to be taken with the client and / or the newborn for the purpose of signaling health problems.
2. Upon termination of the agreement, the maternity care provider will retain the above data and this information will remain available to both the maternity care provider and the client. The client will receive a copy if she wishes. For the data referred to in Article 7:454 of the Dutch Civil Code, the retention period and the rights of the client and with regard to correction and destruction apply. For other data, the standard mentioned in the Personal Data Protection Act applies.

#### **ARTIKEL 12 - GEGEVENSVERSTREKKING EN VERLENING VAN INZAGE DOOR DE KRAAMZORGAANBIEDER AAN DERDEN**

1. The maternity care provider does not provide (access to) data about the client and the newborn to third parties without the written permission of the client, except to comply with a legal obligation or compliance with the child abuse reporting code if permission cannot be requested due to child/family safety.
2. Third parties as referred to in the first paragraph are not understood to mean the midwife and those who are involved in maternity care on behalf of and/or on behalf of the maternity care provider.  
the provision of maternity care, insofar as the provision of (access to) data is necessary for the work to be performed by them.
3. After the death of the client and/or the newborn, the maternity care provider shall, if requested, provide access to the data held by the maternity care provider to the surviving relatives insofar as the client has given written permission for this or permission may be assumed.
4. The maternity nurse and those who are involved in the delivery of maternity care on behalf of and/or on behalf of the maternity care provider are bound by a duty of confidentiality. The maternity care provider will inform the client of this.

#### **ARTICLE 13 - MATERNITY CARE**

- 1 The maternity care provider provides maternity care taking into account:
  - a. the standards "responsible maternity care" as established by representative organizations of at least maternity care providers and clients in consultation with the Health Care Inspectorate,
  - b. the standard of care as established by the Zorginstituut Nederland and the care described in the LIP.
2. The maternity care provider ensures that all maternity nurses who provide maternity care to the client within the organization of the maternity care provider or on behalf of the maternity care provider:
  - a. be competent and competent to do so at all times;
  - b. are registered in the Quality Register of the Knowledge Centre for Maternity Care
  - c. act in accordance with the professional standards applicable to the maternity nurse, including the guidelines of the professional group and in any case as a reasonably competent and reasonably acting professional. Deviation from the professional standard must motivate the maternity nurse and explain it to the client. The maternity nurse makes a note of the deviation and of the explanation to the client in the maternity care plan.



3. The maternity nurse in training may only provide maternity care under the supervision of a practical supervisor
4. The maternity care provider ensures continuity of maternity care.

#### **ARTICLE 14 - SECURITY**

The maternity care provider uses sound material that it needs for the exercise of the profession.

#### **ARTICLE 15 - COORDINATION (ONE CLIENT – MORE CARE PROVIDERS)**

If the client and/or the newborn is dealing with two or more care providers who are involved in the delivery of the maternity care care on behalf of or on behalf of the maternity care provider, the maternity care provider shall ensure that:

- a. all healthcare providers involved inform each other at the time of transfer or via the maternity care plan and, if necessary, question relevant data of the client and/or the newborn, taking into account the experiences of the client and informing the client thereof;
- b. the tasks and responsibilities relating to the provision of maternity care to the client and/or the newborn are clearly defined and coordinated between the care providers involved;
- c. all caregivers keep track of 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. whether and what measures have been taken to prevent similar incidents prevent.
2. If an incident has consequences for the state of health of the client and/or the newborn, the maternity nurse immediately discusses this with the midwife.
3. The maternity nurse provides adequate maternity care on the instructions of the midwife in order to limit the consequences of the incident for the client and/or the newborn.
4. In case an incident requires immediate intervention, the maternity nurse acts immediately and reports this to the midwife as soon as possible.
5. The maternity care organisation ensures adequate reporting of incidents in the registration systems established for this purpose.

#### **ARTICLE 17 - CARE OF PERSONAL PROPERTY**

The maternity care provider shall ensure that those under his responsibility be involved in maternity care for the client and the newborn, handle it carefully with their properties.

#### **ARTICLE 18 - OBLIGATIONS OF THE CLIENT**

1. prior to the conclusion of the agreement or during the term of the agreement, the client identifies herself at the request of the maternity care provider with a legally recognized, valid proof of identity.
2. The client shall, partly in response to his questions, provide the maternity care provider, to the best of her knowledge, with the information and cooperation that he reasonably needs for the execution of the agreement.
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 nurse and other persons working at or on behalf of the maternity care provider. The client also makes every effort to ensure that family members and visitors refrain from the above behaviour..

4. The client provides all necessary cooperation to enable the maternity care provider to provide maternity care in accordance with the regulations regarding working conditions and hygiene.
5. The client must offer maternity nurses and other persons working for or on behalf of the maternity care provider the opportunity to perform their duties as laid down 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, she informs the maternity care provider about this.
7. The client must report in writing to the maternity care provider within 5 days after completion of the maternity care of any damage she has detected.
8. The client is deemed to be insured for legal liability.

#### **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 on the basis of the Zvw or directly by the health insurer.
2. For the agreed costs of additional maternity care, personal contribution and/or services as referred to in Article 6 paragraph 4 under e and f, the maternity care provider sends a clear and specified invoice to the client.
3. The maternity care provider sends a payment reminder after the expiry of a payment term of 30 days and gives the client the opportunity to pay within 14 days of receipt of the reminder.
4. If, after the expiry of the second payment term, payment has still not been made, the maternity care provider is entitled to charge statutory interest and extrajudicial collection costs from the expiry of the first payment term.

#### **ARTICLE 20 - TERMINATION OF THE AGREEMENT**

- 1 The agreement ends:
  - a. by admission of the client to a hospital if he does not return from the hospital within 10 days of delivery and the newborn does not need maternity care during these 10 days, unless the client is additionally insured for deferred maternity care;
  - b. by admitting the newborn to a hospital if he does not return from the hospital within 10 days of delivery and the client does not need maternity care during these 10 days, unless the client is additionally insured for deferred maternity care;
  - c. by mutual consent what is recorded in writing;
  - d. by death of the client if the newborn does not need maternity care;
  - e. by death of the fetus or newborn if the client does not need maternity care;
  - f. on the basis of medical grounds on the part of the client;
2. If the client unilaterally terminates the agreement other than on the basis of the above parts, the maternity care provider may charge cancellation costs.

#### **ARTICLE 21 - TERMINATION BY THE MATERNITY CARE PROVIDER**

The maternity care provider can only terminate the agreement in writing in order to important reasons provided that the following conditions are met:

- a. the maternity care provider has the grounds on which the intended termination is based discussed with the client;
- b. the maternity care provider has discussed a suitable alternative with the client;
- c. the maternity care provider has informed the client of the possibility of submitting a complaint.

#### **ARTICLE 22 - MEDIATION ARRANGEMENTS**

1. The healthcare provider applies a regulation based on the Healthcare Quality Complaints and Disputes Act (WKKGZ) for the reception and handling of complaints and handles the complaint in accordance with this complaints procedure.
2. Part of the complaints procedure is the complaints officer referred to by the WKKGZ. This ensures, among other things, the reception of the complaint, can mediate and propose a solution to the complaint. This complaints officer works independently of the management / board of directors / owner of the healthcare provider. The name and contact details of this officer can be found in the complaints procedure referred to above.
3. The complaints procedure is easily found on the website of the healthcare provider. If desired, the client will receive a paper version of this.

#### **ARTICLE 23 - DISPUTE SETTLEMENT**

1. A dispute arises if the procedure as described in Article 22 has not been followed properly or has not led to the sufficient removal of the complaint or if the client cannot reasonably be expected to submit the complaint to the healthcare provider first.
2. The client and the healthcare provider can submit a dispute to the Disputes Committee as mentioned in the complaints and disputes procedure of the healthcare provider and that meets the legal requirements.
3. The dispute settlement meets the requirements of the WKKGZ and is coordinated with representative parties of clients / consumers.
4. The disputes committee handles complaints and claims and can award compensation of up to € 25,000.
5. The dispute settlement is easily found on the website of the healthcare provider. If desired, the client will receive a paper version of this.

#### **ARTICLE 24 - PERFORMANCE GUARANTEE**

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



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