

GENERAL TERMS AND CONDITIONS VIEFGGZ

ARTICLE 1 - DEFINITIONS

In these General Terms and Conditions, the following definitions shall apply:

Care institution: the legal entity, which provides care within the domain of mental health and addiction care.

Client: a natural person who turns to a healthcare institution or has turned to a healthcare institution in order to receive care or who is already receiving care. When the term Client is used, it can also mean patient, the natural person to whom the Care Provider provides care.

Agreement: the treatment or counseling agreement whether or not combined with residency.

Caregiver: the professional working for the health care institution who has personal contact with the client in the context of treatment or counseling.

Care or care provider: treatment or counseling whether or not in combination with a stay (In this integral version, the term care or care provider is used if the provision applies to both treatment and counseling. If only treatment is mentioned, the provision does not apply to guidance. The same applies vice versa).

Guidance: activities aimed at promoting the client's self-reliance and participation so that he can remain in his own living environment for as long as possible. Guidance also includes support. This is subject to the Social Support Act (Wmo 2015).

Treatment: treatments in the field of medicine that are performed by a healthcare provider who practices a medical profession or company to which the Medical Treatment Agreement Act (Wgbo) applies.

Practice: the treatment area of the Healthcare Provider, including waiting room, counter or other areas used by the Client as part of the treatment.

Next-of-kin(s): family, partners, friends, or other relatives of the client.

Representative: the (legal) representative of the client as referred to in the Civil Code. The representative shall enter into the rights and obligations of the client under these general terms and conditions insofar as the client is incapacitated and insofar as the representative is authorized to do so by law or by means of a personal written authorization by the client.

Care plan: a plan drawn up in consultation with the client, in which the general data and image of the client, his limitations, possibilities and wishes, goals, action plan, evaluation and reporting are discussed. The care plan is also understood to mean the treatment or guidance plan.

File: The health care provider has the duty to set up a file with regard to the care of the client. In the file, he shall record data about the client's health, operations, statements made by the client and keep the data necessary for the proper provision of care. This also includes the patient file or the care file

Quality standards: guidelines, care modules, and standards of care, which relate to the entire process of care and define what constitutes good care.

Indication decision: an insured person who wants to be eligible for Wlz care must submit an application to the Centrum Indicatiestelling Zorg (CIZ) (Centre for Healthcare Indication). In an indication decision, the CIZ determines whether someone has access to the Wlz.

Incident: is an event during the care process that has led, could have led or (still) could lead to harm to the client, a co-resident or employee of the institution.

Decision: the decision establishing whether and, if so, the nature, scope and duration of a care applicant is eligible for a care entitlement under the Wmo 2015. This decision is issued by the Municipal Executive.

ARTICLE 2 - APPLICABILITY

1. These General Terms and Conditions apply to the agreement entered into between the client and the healthcare institution with respect to

- a. treatment with or without a stay;
- b. counseling with or without a stay.

2. The General Conditions apply to both outpatient and residential care and are applied as much as possible regardless of how the care is financed.

3. The General Conditions also apply to the treatment of the client admitted under the BOPZ Act, to the extent not contrary to this Act.

4. The General Conditions do not apply if admission or care has been imposed under a judicial order or if the admission or care is initiated as compliance with conditions or imposed by a criminal judge or prosecutor.

5. The parties may not deviate from these General Terms and Conditions unless this has been explicitly agreed in an individual case and the deviation is not to the disadvantage of the client. Such deviations must be recorded in writing.

ARTICLE 3 - AMENDMENT

These General Terms and Conditions can only be amended in consultation between GGZ Nederland on the one hand and the Consumers' Association and the National Platform GGZ on the other.

ARTICLE 4 - NEXT OF KIN(S)

1. The healthcare facility has regulations for residents based on the current model regulations for residents..

2. If desired, the client may be assisted by someone of their choice to help make an informed choice regarding care.

ARTICLE 5 - CLEAR INFORMATION

The client is entitled to that information which is necessary to make informed choices about care. All information provided to the client must be at a level that is appropriate for the client in terms of content, form and timing. The caregiver checks with the client whether he has understood the information and whether there are any questions.

ARTICLE 6 - CARE SPECIFIC INFORMATION

1. Prior to the establishment of the agreement, the health care provider and client mutually determine which care best suits the client and exchange information relevant to the care. In any case, the following will be discussed:
 - a. The right to free choice of health care provider within the capabilities of the health care institution;
 - b. the diagnosis, if any, and what it means to have that diagnosis; a clear description of the relevant daycare and care options, their purpose, likelihood of success, and the potential risks and possible side effects (such as pain, inconvenience, or social consequences) based in part on the client's previous experiences, if any;
 - c. The name of the responsible health care provider and those of other health care providers involved;
 - d. The experience of the caregivers involved;
 - e. Other aspects, such as waiting time and (additional) costs.
2. If the client has expressly indicated that he or she does not wish to receive information about the treatment, the provision of information may be omitted.
3. In addition to the provisions of paragraph 1, information about treatment may be omitted only in the exceptional case where providing it would result in manifest serious harm to the client.

ARTICLE 7 – GENERAL INFORMATION

1. the caregiver makes information available to the client, appropriate to their needs and abilities. The health care provider provides information about:
 - a. the health care facility and the course of the care process, such as intake, drafting any care plan, providing care and making arrangements that relate to the client's specific situation;
 - b. payment for charges for additional services, deductibles, and potentially unreimbursed care;
 - c. the relevant client and family organizations;
 - d. the client council and the family council;
 - e. the complaints and disputes procedure;
 - f. the client or patient confidant and, if present, the family confidant;
 - g. the consequences of an incapacity to will that occurs during care;
 - h. the house rules;
 - i. the institution's dealings with next-of-kin;
 - j. the organization's accessibility in the event of an emergency;
 - k. the privacy regulations, the privacy statement, the use of personal data for research and about measures surrounding privacy;
 - l. Policy on ethical and philosophical issues including living wills, self-disclosure, non-resuscitation and euthanasia;

m. The quality statute containing the concrete agreements when cooperating in the context of care.

ARTICLE 8 - CONCLUSION OF THE AGREEMENT

1. The agreement between the client and the healthcare facility will only be established if:
 - a. The client or the client's representative has expressed a desire to enter into the agreement, and
 - b. the health care facility reasonably believes that the client's request for help can be met based on the capabilities available at the health care facility, and
 - c. A referral, indication decision or decision by the municipality necessary for funding has been issued.

ARTICLE 9 - CREATING THE CARE PLAN

1. The caregiver, in accordance with professional standards, makes a proposal for a plan of care to the client based on the consultation between caregiver and client.
2. The health care provider offers the client support in consulting on the care plan. Prior consent.
3. The caregiver begins care after the client or his (legal) representative has agreed to the (preliminary) care plan.
4. In acute situations, where there is no time to ask for permission because immediate treatment is necessary to prevent serious harm to the client, the provisions of the previous paragraphs of this article may be deviated from. This will be recorded in the file with reasons. In that case, consultation between care provider and client shall take place as soon as possible after the deviation.
5. If the client or care provider considers deviation from the care plan necessary, mutual consultation will take place. The care plan shall in any case include:
 - a. set the goals regarding the care for a certain period of time, based on the client's wishes, abilities and limitations with consideration of any decision made by the municipality;
 - b. The manner in which the caregiver and the client attempt to achieve the stated goals;
 - c. who is responsible for the various components of care and how coordination occurs between multiple caregivers, and who the client can hold accountable for that coordination.
 - d. The way in which the client wishes to organize his life and the support that the client will receive from the care provider in this regard.
 - e. The frequency with which and the circumstances under which the plan of care will be reviewed and updated with the client, with a review of the plan of care in the event of a new decision by the municipality in each case.

ARTICLE 10 - FILE

1. In addition to the care plan and the topics regulated by law and regulations, the file shall contain the following:
 - a. in consultation with the client, which next of kin will be involved in the care or informed about the care, and how this will be done and, if desired, which ones will not be involved;

- b. The client's wishes and preferences including contraindications to care interventions;
 - c. The progress (including reports, results, ROM results, scores given, etc.) of the care;
 - d. incidents and calamities insofar as they affect the provision of care or the client's state of health.
2. The file shall remain available to the client during the course of care; client shall always have the right to inspect it and may obtain a copy.

ARTICLE 11 - SECOND OPINION IN TREATMENT

The healthcare facility will provide all reasonable cooperation with a second opinion requested by the client and, at the client's request, will discuss the results of the second opinion even if the client requested it without the healthcare facility's cooperation.

ARTICLE 12 - PRIVACY DURING THE PROVISION OF CARE

The healthcare facility maintains a privacy policy.

ARTICLE 13 - QUALITY OF CARE

The standard for good care providership is the rules of conduct of the various professional groups, quality standards, standards derived from the latest science and practice, and generally accepted principles. Deviation from protocols and guidelines must be justified by the healthcare institution, explained to the client and recorded in the file.

ARTICLE 14 - ACCESSIBILITY OF SPACES

All areas of importance to the client must have adequate access.

ARTICLE 15 – INCIDENTS

1. As soon as possible after an incident that has or may have a noticeable impact on the client, the healthcare facility shall inform the client concerned and/or his/her representative of:
- a. The nature and cause of the incident;
 - b. Whether and what measures have been taken to prevent similar incidents in the future.
2. If an incident affects the client's health status, the health care facility discusses possible care alternatives for dealing with it with the client and/or the client's representative and makes arrangements for the commencement of the chosen care and its follow-up.

ARTICLE 16 - CARE BY APPOINTMENT

1. If care takes place at a pre-arranged time, the health care facility shall ensure that it is clear to the client when and at what time the particular care will take place.
2. The healthcare facility shall take the client's wishes, preferences and limitations into account as much as possible when scheduling appointments.
3. If the client or caregiver cannot keep an appointment made, it must be cancelled no later than 24 hours in advance, unless there is a compelling reason.
4. The client will be informed of any additional waiting time compared to the agreed upon time.

ARTICLE 17 - ONE CLIENT - MULTIPLE CAREGIVERS

The healthcare institution acts in accordance with the agreements from the established quality statute in the division of tasks and responsibilities.

ARTICLE 18 - GOOD CLIENT PRACTICE

1. Prior to entering into the agreement, each client will identify himself upon request of the healthcare institution with a legally recognized, valid identification document and will submit the details of his healthcare insurer, the indication decision or the order. If the client is unable to present such proof of identity and/or insurance information or the decision, the care institution is entitled not to start the execution of the agreement until the client has presented the necessary information, unless immediate treatment is necessary.
2. Prior to the commencement of care, at the request of the healthcare facility, the client shall provide the name and contact information of a contact person, preferably his representative.
3. The client shall abide by the house rules and shall refrain to the best of his/her ability from behavior that poses a risk to the safety of people in the care facility.
4. The client cooperates with instructions and measures of the care facility aimed at (fire) safety.
5. If care is provided in the client's home, the client shall provide all necessary cooperation to enable the care facility to provide care in accordance with regulations governing working conditions.
6. It is the client's responsibility to exercise due care to prevent damage to or loss of their property.

ARTICLE 19 - INFORMATION DUTIES

1. The client provides the care institution, partly in response to his questions, to the best of his knowledge, with the information and cooperation it reasonably requires for the performance of the agreement, including information on any living will or crisis card.
2. When changes occur in the interim in the situation of the client that may lead to a change in (the extent of) the care to be provided, the client is obliged to inform the institution as soon as possible.
3. The client who is on a waiting list at the health care institution and during the waiting period has the care performed by another health care institution, notifies the former health care institution as soon as he has agreed with the other health care institution that the care will take place there.

ARTICLE 20 - PAYMENT

1. The client owes the health care institution the agreed price for the agreed care and services insofar as these are not paid for directly by the health insurance company, the care office or the municipality.
2. If the financing of the care is not certain, for example due to the lack of health insurance, referral, indication decision or disposition, no care will be provided except that which is medically necessary. If there is reasonable doubt as to whether or not the financing will be obtained, the care institution and the client will consult with each other.

3. For the (additional) costs of care and services to be charged by the healthcare institution agreed in advance, the healthcare institution sends a clear and itemized invoice to the client, which includes a 30-day payment term.

4. The health care institution will send a payment reminder after the payment deadline has passed and will give the client the opportunity to pay within 14 days of receiving the reminder.

5. If payment has still not been made after the second payment term has expired, the healthcare institution is entitled to charge interest and extrajudicial collection costs from the expiry of the first payment term. The interest is equal to the statutory interest.

ARTICLE 21 - ACCESS TO OWN CLOSET OR ACCOMMODATION SPACE

1. Caregivers shall not have access to the client's closet or residence room without the client's consent, unless reasonably necessary in the case of:

- a. safety including potentially unacceptable hygienic conditions;
- b. or in case of reasonable suspicion of criminal offences, including possession of prohibited substances and/or objects;
- c. or in the interest of implementing the plan of care.

2. Unless it would impede a criminal investigation, the client shall be notified in advance of the access to the closet or to the residence room and shall be given an opportunity to put the closet or residence room in order by himself. In any case, the client or the client's representative or contact person/authorized representative shall be given the opportunity to be present when entering the closet or room.

ARTICLE 22 - ACCOMMODATION SPACE

1. The healthcare institution shall offer the client the most appropriate accommodation space for the performance of the care. If more than one room qualifies, the healthcare facility shall offer the client a choice.

2. The health care facility may assign a different accommodation if the evaluation of care plan requires it or if practical circumstances make it urgently necessary.

3. The client shall cooperate with any relocation to the extent that it can reasonably be required of him or her.

4. The client may make a reasoned request for a different accommodation. The healthcare institution will honor this request, unless compelling reasons oppose it. Any rejection of the request will be justified.

5. The stay ends in case there is a termination of the agreement in accordance with article 27.

6. The client must maintain the accommodation space as a "good family man" insofar as he is able to do so. In particular, the following applies to the space:

- a. The client may use the accommodation exclusively for his/her own occupation; other purposes are not permitted - unless authorized by the institution;

- b. a surety bond may be required;

- c. the healthcare facility may adopt rules regarding the access and stay of third parties to the accommodation space;
- d. if a key is provided to the client as part of the supervision, the client will receive at least one key unless there are compelling reasons to deviate from this; it must be returned at the end of the stay;
- e. if there is a question of sub d, it will be decided jointly who can also have a key and under what conditions this person/these persons can enter the accommodation space;
- f. the client is responsible for keeping the residence room clean on a daily basis, unless it has been agreed with the health care facility that it will provide the cleaning of the room;
- g. If the accommodation space is furnished by the client, the care institution may provide instructions in this regard for the sake of safety and efficiency;
- h. for the purpose of maintenance and additional services, a contribution may be requested from the client. The client will receive an itemized invoice for this purpose;
- i. The client must apply for a private liability insurance and is advised to take out a household insurance for the contents. The care facility will remind the client of his/her responsibility and assist in taking out the insurance if necessary.

ARTICLE 23 - TEMPORARY ABSENCE

1. In the absence of the client, his/her accommodation will remain available, unless the absence lasts longer than the period that the institution has agreed with the financier for financing in the event of temporary absence. This is subject to the policy rules of the Dutch Healthcare Authority or the agreements made with the municipality.
2. If the period of absence exceeds the period agreed upon by the institution for funding in the case of temporary absence, the care agreement will expire by operation of law, unless other arrangements are made.
3. The healthcare institution shall inform the client of the term referred to in the first paragraph at the start of the agreement. If this term is changed, it will inform the client as soon as possible.
4. At the end of the period referred to in the first paragraph, the care institution is entitled to vacate the client's accommodation. If possible, the care institution will inform the client or his next of kin/representative thereof in advance. The care institution shall, at the client's expense, arrange for appropriate storage of the client's belongings present in the accommodation.

ARTICLE 24 - LEAVE OF ABSENCE

Only in the case of treatment considerations, which are set forth in the treatment plan, may a client be denied leaving the institution.

ARTICLE 25 - NUTRITION - WISHES AND PHILOSOPHY OF LIFE CLIENT

In the case of a stay with meals, the institution will provide a medically necessary diet. In addition, the wishes and philosophy of life of the client will be taken into account as much as possible..

ARTICLE 26 – HOUSE RULES

1. The healthcare institution uses house rules, for example based on the GGZ Netherlands model house rules.
2. Agreements deviating from the said regulations shall be recorded in the client's file.

ARTICLE 27 - TERMINATION OF THE AGREEMENT

1. The agreement ends:
 - a. Upon transfer to another healthcare facility;
 - b. by agreement of both parties;
 - c. following a unilateral, unequivocal termination of the agreement by the client;
 - d. following a unilateral termination by the healthcare institution with due regard to the provisions of Article 30;
 - e. death of the client;
 - f. on the end date mentioned in the indication decision;
 - g. when the period of validity of the decision on which the agreement is based has expired.
2. If the agreement also included the provision of independent accommodation on the basis of a rental agreement, the agreement shall end no later than one calendar month after the time of termination of the agreement in accordance with the first paragraph of this article.

ARTICLE 28 - NEW DISPOSITION

1. If care is provided under an order and the order's term of validity expires in the near future and care continues to be needed, the health care facility is helpful in applying for a new order.
2. If the nature and scope of the client's request for help develops in such a way that the institution is no longer able to provide responsible care (this may also be taken to mean "good care") within the limits of the nature and scope of the care entitlement indicated in the decision, the institution will support the client in applying for a new decision.

ARTICLE 29 - CLIENT'S PROPERTY

In the situation mentioned in Article 27, paragraph 1 under a up to and including f, the care provider is entitled to vacate the room after the client has left. The care provider has a best-effort obligation to make an appointment with the client to pick up the goods that have been left behind. If the client does not respond, the contact person will be contacted for the collection of the goods.

ARTICLE 30 - TERMINATION OF THE AGREEMENT BY THE HEALTHCARE INSTITUTION

1. The healthcare institution is entitled to terminate the agreement if:
 - a. funding, referral, indication, or an applicable disposition for the care will be missing; however, the health care facility will not do so if the facility believes that discontinuing care at that time is irresponsible because the care is necessary;

- b. the client repeatedly fails to fulfill or is unable to fulfill his responsibilities under the agreement, has been called to account repeatedly but does not change his behavior and this has led to such a situation that the continuation of the agreement can no longer be reasonably required of the healthcare institution;
 - c. the client commits such serious criminal offenses that have a clear impact on the relationship with the care providers or fellow clients, that continuation of the agreement can no longer be reasonably required of the care institution;
 - d. serious tensions arise with the caregivers due to the actions of the client's relatives, making continuation of careful care, whether or not combined with residency, seriously difficult;
 - e. if the client's care needs change to such an extent that it can no longer be required of the care institution to provide the care as agreed upon and recorded in the care plan.
2. Upon termination of the agreement, the healthcare institution shall observe a reasonable period of time as well as such care concerning the aftercare that may reasonably be expected of the institution.

ARTICLE 31 - AFTERCARE

1. Upon termination of the agreement, the care institution and the client make an effort to arrange, in mutual consultation, the preconditions necessary for discharge and/or aftercare if continuity of care is required. The care institution notifies of the discharge before the actual departure: a. the client's contact person or representative; b. care providers involved, whether or not within the same care institution.
2. If the agreement involves accommodation, the care facility will assist in finding any accommodation and - if necessary - arranging benefits for the client.

ARTICLE 32 – DECEASE

1. In the event that the client dies while in the care facility, the care facility shall promptly notify the contact person and/or representative of his or her death.
2. In the event that the client has not designated a contact person or representative or if this person does not take adequate steps, the care facility shall act in accordance with a set policy for final care, in which the care facility shall take into account the philosophy of life of the deceased - at least to the extent known - as much as possible.
3. Within the legal possibilities, the health care institution offers aftercare to the client's next of kin(s) if desired.
4. The healthcare provider is entitled to vacate the client's room in the event of death. The facility has a best efforts obligation to make an appointment with the client's contact person to pick up the belongings.

ARTICLE 33 - COMPLAINTS PROCEDURE

1. The health care provider shall have a law-based and adequately publicized regulation for the reception and handling of complaints and shall handle complaints in accordance with this complaint procedure.

2. Within the framework of and subject to the scope of the Wkkgz, the healthcare provider shall appoint one or more persons deemed suitable to advise a complainant, at his/her request, with regard to the submission of a complaint and to assist in the formulation of the complaint and the investigation of the possibilities for resolving the complaint.

ARTICLE 34 - DISPUTES COMMITTEE FOR WLZ AND ZVW (SCOPE OF THE WKKGZ)

1. In the context of care described in the Health Insurance Act or Long-Term Care Act, the client may, in addition to the other existing possibilities, submit a dispute to a disputes body in accordance with the Act on Quality of Complaints and Disputes and Care if the handling of the complaint does not sufficiently remove the dissatisfaction of the client or institution, if the complaints procedure has not been sufficiently complied with or if it cannot reasonably be required that the client, under the given circumstances, submit his complaint about a conduct of the care provider in the context of the provision of care to the care provider.

2. The Disputes Committee may award damages for personal injury or property damage not exceeding €25.000,-