

General Terms and Conditions

Psykolog Van Damme, Stockholm



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These general terms and conditions for treatment are based on the nationally applicable general terms and conditions for mental healthcare in the Netherlands. This guideline was developed by the Dutch Consumer Association, Patient Federation Netherlands, and MIND. Since these general terms were created in the Netherlands for all mental healthcare service providers, I have adapted these guidelines for my private practice. I have adhered as closely as possible to these guidelines but have also adjusted them to my own situation and Swedish laws and regulations.

Article 1 - Definitions

- **Client:** A natural person who has approached or has approached Psykolog Van Damme to receive care or is already receiving care. When referring to the client, this can also include a patient, the natural person who receives care from the Care Provider.
- **Agreement:** The treatment or guidance agreement, possibly combined with accommodation.
- **Care Provider:** Psykolog Van Damme
- **Treatment:** Psychological treatments provided by Psykolog Van Damme that are subject to the Medical Treatment Agreement Act (Wgbo).
- **Next of Kin(s):** Family, partners, friends, or other close ones of the client.
- **Representative:** The (legal) representative of the client as defined in the Dutch Civil Code. The representative takes on the rights and duties of the client under these terms if the client is incapacitated and the representative has been authorized by law or by a written authorization from the client.
- **Care Plan:** A plan drawn up in consultation with the client that includes general information and an image of the client, their limitations, possibilities and desires, goals, action plan, evaluation, and reports. The care plan also includes the treatment or guidance plan.
- **File:** Psykolog Van Damme is obligated to maintain a file regarding the client's care. This file contains information about the client's health, treatments, statements by the client, and data necessary for proper care provision. This also refers to the patient file or care file.
- **Quality Standards:** Guidelines, care modules, and care standards related to the entire care process, which define what constitutes good care.
- **Incident:** An event during the care process that caused, could have caused, or could still cause harm to the client or an employee of Psykolog Van Damme.

Article 2 - Applicability

1. These terms and conditions apply to all assignments entered into by clients or clients with the care provider. This includes all assignments made in writing or verbally, regardless of how the assignment is financed.
2. Parties cannot deviate from these terms and conditions unless explicitly agreed upon in an individual case, and such deviations must not be detrimental to the client. Such deviations must be documented in writing.

Article 3 - Next of Kin(s)

With the client's consent, family and/or next of kin have the right to consult with the care provider regarding the care being provided. If the client objects, the way this contact occurs will be determined in consultation with the client.

Article 4 – Clear Information

As care provider, I must ensure that you receive sufficient and understandable information about the care, so that you can make an informed decision. I will also check if you have understood this information.

Article 5 – Care Specific Information

1. Before an agreement is concluded, care provider and the client will mutually determine which care is most appropriate and exchange relevant information for the care. At a minimum, the following will be discussed:
 - a. Any diagnosis and what it means to have that diagnosis; a clear description of the relevant day-to-day care options, the goal, success rate, possible risks, and any side effects (such as pain, inconvenience, or social consequences), also based on previous client experiences;
 - b. The name of the responsible caregiver and other involved caregivers;
 - c. The experience of the involved caregivers;
 - d. Other aspects, such as waiting times and (additional) costs.
2. If the client explicitly does not wish to receive information about the treatment, it may be withheld.
3. Apart from the above, information about the treatment may only be withheld in exceptional cases where providing such information would clearly result in significant harm to the client.

Article 6 – General Information

1. Care provider provides the client, according to their needs and possibilities, with information about:
 - a. Psykolog Van Damme and the care process, such as the intake, the creation of a care plan (if applicable), the care provided, and scheduling specific appointments;
 - b. Payment for additional services, deductibles, and potentially non-reimbursed care;
 - c. The complaints and dispute resolution procedure;
 - d. House rules;
 - e. The handling of next of kin by Psykolog Van Damme;
 - f. Availability of the organization in emergency situations;
 - g. Privacy regulations, privacy statement, use of personal data for research, and privacy measures;
 - h. Quality status including specific agreements in collaboration for the provision of care.

Article 7 – Formation of the Agreement

The agreement between care provider and the client or client's representative comes into effect only when the client or their representative has expressed the intention to enter into the agreement. Additionally, it must be agreed that the care provider is reasonably able to deliver the requested care or assignment.

Article 8 – Care Plan Preparation

1. Before starting treatment, a treatment plan will be prepared that adheres to professional standards. This plan is created in consultation between the client and the caregiver.
2. Treatment can only start once both parties agree on the plan.

3. Treatments will be evaluated regularly, at least every 3 to 4 months, and the care plan may be adjusted as necessary.
4. The care plan will at least contain:
 - a. Problem description and (if applicable) the primary diagnosis
 - b. The client's goals for treatment
 - c. The methods for achieving these goals
 - d. The frequency of evaluations of the plan

Article 9 - File

1. The file contains, in addition to the care plan and topics regulated by laws and regulations, the following:
 - a. In consultation with the client, which relatives will be involved or informed about the care and how this will happen, and if desired, which persons will not be involved;
 - b. The wishes and preferences of the client, including contraindications for care interventions;
 - c. The progress of care (including reports, results, outcome measurement results, etc.);
 - d. Incidents and emergencies affecting care or the health status of the client.
2. The file remains available to the client throughout the care process. The client has the right to access it and request a copy.

Article 10 – Privacy during Care

The care provider follows a privacy policy, available on the website.

Article 11 – Quality of Care

The standards for good care are based on the behavioural codes of professional care providers, quality standards, norms derived from the latest science and practice, and generally accepted principles. Any deviation from protocols and guidelines must be justified by the care provider, explained to the client, and documented in the file.

Article 12 - Incidents

1. As soon as possible after an incident with noticeable consequences for the client, the care provider informs the client and/or their representative about:
 - 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, the care provider will discuss alternative care options with the client and/or their representative and make agreements about the start of the chosen care and the next steps.

Article 13 – Appointment-based Care

1. When care is provided at an agreed time, the care provider ensures that the client knows when and at what time the care will take place.
2. The care provider considers the client's preferences, wishes, and limitations when scheduling appointments.
3. If the client or caregiver cannot keep a scheduled appointment, it must be cancelled at least 24 hours in advance, unless there is a serious reason.
4. The client will be informed about any additional waiting time beyond the scheduled time.

Article 14 – Good Clientship

1. Each client shall, at the request of the care provider, identify themselves with a legally recognized and valid identification document prior to entering into the agreement and shall provide the details of their health insurance, the indication decision, or the official decree. If the client is unable to present such identification and/or insurance details or the decree upon request, the care provider is entitled to postpone the execution of the agreement until the client has provided the necessary information, unless immediate treatment is necessary.
2. Before starting care, the client must provide the name and contact details of a contact person or representative if requested.
3. The client agrees to follow the house rules and refrains from behaviour that risks the safety of others involved in care.
4. The client cooperates with instructions related to safety.
5. If care is provided in the client's home, the client ensures cooperation with care delivery in accordance with labor laws.
6. The client takes responsibility and ensures that their property is protected from damage or loss.

Article 15 – Duty to Inform

1. The client will provide the care provider with the necessary information to perform the agreement, based on their best knowledge.
2. If the client's situation changes during the process that may affect the scope of care, they must inform the care provider as soon as possible.
3. The client must inform the care provider if they receive care from another provider while on the waiting list.

Article 16 – Termination of Agreement

The agreement ends:

- a. When transferred to another provider;
- b. By mutual consent;
- c. Through unilateral, clear termination by the client;
- d. Through unilateral termination by the care provider, in accordance with Article 18;
- e. In the event of the client's death;
- f. When the validity of the official decision expires.

Article 17 – Termination by Psykolog Van Damme

1. The care provider is entitled to terminate the agreement if:
 - a. the funding, referral, indication, or a valid decree for the care is no longer in place; however, the care provider will not proceed with termination if they believe that discontinuing the care at that time would be irresponsible due to the necessity of continued care;
 - b. the client repeatedly fails or is unable to fulfil their responsibilities under the agreement, has been repeatedly addressed about this, but does not change their behaviour, leading to a situation where the continuation of the agreement can no longer reasonably be expected of the care provider;
 - c. the client commits such serious criminal offenses that clearly affect the relationship with the care provider or fellow clients, making it unreasonable to expect the care provider to continue the agreement;

- d. due to the actions of the client's relatives, serious tensions arise with the care provider, severely hindering the continuation of proper care, with or without accommodation;
 - e. the client's care needs change to such an extent that it can no longer reasonably be expected of the care provider to provide the agreed care as laid out in the care plan.
2. Upon termination of the agreement, the care provider shall observe a reasonable notice period and the level of aftercare that can reasonably be expected of them.

Article 18 – Complaints Procedure

The care provider has a legally compliant and well-known procedure for handling complaints and follows this procedure when addressing any complaints.