

Best Practice Terms and Conditions

These terms and conditions apply to all assessment and treatment agreements, whether entered into verbally or in writing, between the psychologist employed by Best Practice, Psychology and Sexology Practice in Rotterdam, and the client.

1. Article: Code of Professional Conduct

The psychologist employed by Best Practice acts in accordance with the Code of Professional Conduct for Psychologists of the Dutch Institute of Psychologists (NIP). The psychologist is listed in the government-established BIG Register (<https://www.bigregister.nl/>).

2. Article: Clear Information

The client has the right to receive the information necessary to make informed decisions about the care offered by Best Practice. All information provided to the client must be appropriate in terms of content, format, and timing for the client. The psychologist working at Best Practice will check with the client to ensure the information has been understood and to see if there are any remaining questions. If desired, the client may be assisted by a person of their choice to help make an informed decision regarding the care.

3. Article: Disclosure of Information to Third Parties

Disclosure of information to third parties is only permitted with the client's consent. It is important for the primary care physician to know whether treatment at Best Practice has begun and how the treatment is progressing. It is customary for the psychologist working at Best Practice to send a brief letter to the primary care physician regarding this matter. Before exchanging data and information about the client (or their care) with third parties, verbal consent is always first requested from the client, which is then confirmed in writing by the client via signature or secure email. Without this confirmation, no information will be exchanged with third parties.

4. Article: Identification

Best Practice is required to verify that the insurance information provided by the client is accurate. Best Practice is also required to record the client's BSN number and verify the client's identity using a valid form of identification.

5. Article: Change of Address or Contact Information

The client must ensure that the practice is aware of the client's current residential address, as

well as the email address and phone number where the client can be reached. If the client moves during treatment, within 60 days after the conclusion of treatment, and as long as there are still unpaid invoices from Best Practice to the client, the client must report changes to their address and contact information as soon as possible, in writing or by email to Best Practice (info@praktijkbestpractice.nl).

6. Article: Policy Terms and Conditions

The responsibility for determining which reimbursements and policy terms and conditions apply under the client's insurance policy lies entirely with the client.

7. Article: Referral Letter

If the client wishes to claim reimbursement for care covered by health insurance, the client must submit a referral letter from a primary care physician or specialist that explicitly states that the client is being referred to Best Practice for psychological care due to a suspected (possibly further specified) mental disorder. The referral must include: (1) the client's name and date of birth, and (2) the name and AGB code of the referring physician. The referral must be dated on or before the date of the first appointment with Best Practice and must have been issued no more than 6 months ago within the current calendar year. If a referral letter that meets these conditions cannot be provided, the client cannot claim reimbursement for the costs of the treatment, or any portion thereof, from their health insurance.

8. Article: Measurement of Treatment Effectiveness

Best Practice is required by professional standards to measure the treatment effectiveness of the care provided. Upon request, the client will cooperate with routine assessments to determine treatment effectiveness by completing short (electronic) questionnaires at the start and upon completion of treatment.

9. Article: Provision of General Data

1. Healthcare providers in the Netherlands submit data on billed care to the national DBC information system (DIS). The data collected in the DIS is important for tracking developments in healthcare. This system stores general data regarding, among other things, diagnosis and treatment. The DIS does not contain personal data such as name, address, and place of residence.
2. Best Practice is required to provide a minimum dataset to the DIS.
3. If a client objects to this, the client may sign a privacy statement. Best Practice will then not provide any data to the DIS. It is up to the client to raise this objection. The option to object is a right of the client, but will not be actively offered or requested by Best Practice.

10. Article: Good Client Conduct

1. Prior to entering into the treatment agreement, the client must, at Best Practice's request, provide proof of identity in the form of a legally recognized, valid identification document and submit the health insurance provider's details. If, upon request, the client is unable to present such identification and/or insurance information, Best Practice is entitled to withhold the performance of the agreement until the client has provided the necessary information.
2. Prior to the start of care, the client shall, at the request of the healthcare institution, provide the name and contact information of a contact person, preferably a representative who is aware of the client's well-being and availability.
3. The client shall adhere to generally accepted rules of courtesy and conduct that facilitate an ethical therapeutic working relationship and shall, to the best of their ability, refrain from behavior that poses a risk to the safety of people within the practice.
4. The client shall cooperate with instructions and measures issued by the psychologist and the practice regarding (fire) safety.

11. Article: Cancellation

1. If the client is unable to attend an appointment with the psychologist, this must be communicated to the treating psychologist no later than 24 hours in advance by phone, voicemail, or email. If the client fails to appear without canceling, the client will be charged the full cost of the scheduled treatment, regardless of the reason, unless it can be demonstrated afterward that there was a compelling reason, such as a (serious) accident or hospitalization. If a cancellation is given within 24 hours, a fee of 65.00 euros will be charged per reserved consultation.
2. If the psychologist is unable to conduct the session, the obligation to pay for that session is waived.

12. Article: Substitution in Case of Absence

1. From the moment of registration, the client will deal with only one psychologist at Best Practice. In the unlikely event that the psychologist in question is unexpectedly and unplanned absent for an extended period, communication with the client will be handled by a substitute, without this substitute taking over the substance of the treatment. The substitute will inform the client of the psychologist's absence, coordinate the treatment schedule, and be available by phone, online, or email to address urgent questions during the psychologist's absence.
2. During periods of the psychologist's absence that are scheduled well in advance and announced beforehand, no substitute will be appointed, unless the psychologist deems this necessary for the treatment itself.

13. Article: Client File

The client file at Best Practice, in addition to the treatment plan and the topics required by law and regulations, contains the following:

- a. In consultation with the client, which family members will be involved in the care provision or informed about the care provision, how this will be done, and, if desired, which individuals should not be involved;
- b. The client's wishes and preferences, including contraindications for care interventions;
- c. The progress (including reports, test results, treatment effectiveness measurements, GAF scores, etc.) of the care provided;
- d. Incidents and emergencies, to the extent that they affect the care provided or the client's health status.

14. The file remains available to the client throughout the course of care; the client always has the right to access it and may obtain a copy within the applicable, legally prescribed retention period.

15. Article: Invoices

Services rendered are invoiced directly to the client. The client pays the invoice to the Best Practice practice and is personally responsible for submitting the invoice to the health insurance provider with which the client is enrolled.

16. Article: Terms of Payment

1. All amounts invoiced by the psychologist for fees, costs, and other charges must be paid to Best Practice within 30 days of the invoice date stated on the invoice. The client may not withhold payment by invoking a set-off. Payment must be made based on services rendered and not on results achieved.

2. The general terms of payment are communicated to the client in writing via the website www.praktijkbestpractice.nl and verbally during the initial consultation.

3. In the event of late payment, the psychologist is entitled to suspend further treatment until the client has fulfilled their payment obligations.

17. Article: Termination of the Treatment Agreement

1. The treatment agreement terminates:

- a. Upon transfer to another healthcare facility;
- b. By mutual agreement of both parties;
- c. Following a unilateral, unambiguous termination of the agreement by the client;
- d. Following a unilateral termination by the Best Practice practice, subject to the provisions of Article 17;
- e. If the client fails to respond for more than 4 weeks to a request from the psychologist (by

phone, email, or in writing) to get in touch.

f. Upon the client's death;

g. On the end date specified in the treatment agreement, provided that no written confirmation of an extension has been agreed upon or new, future appointments have been scheduled.

2. If, after the conclusion of the treatment program, the client again seeks the services of Best Practice, a new referral letter is required, which must meet the conditions set forth in Article 7.

18. Article: Termination of the Treatment Agreement by Best Practice

1. The practice is entitled to terminate the treatment agreement if:

a. Funding, the referral, the medical indication, or a valid treatment agreement for the care is no longer in place;

b. The client repeatedly fails to fulfill or is unable to fulfill their responsibilities under the treatment agreement, has been repeatedly reminded of this but fails to change the behavior in question, and this has led to a situation such that Best Practice can no longer reasonably be expected to continue the treatment agreement;

c. The client commits such serious (criminal) acts that have a clear impact on the working relationship with the psychologist and/or the client's living environment, such that Best Practice can no longer reasonably be expected to continue the treatment agreement;

d. Serious tensions arise between the client and the care providers due to the actions of the client's relatives, thereby seriously hindering the provision of diligent care;

e. If the client's care needs change to such an extent that Best Practice can no longer reasonably be expected to provide the care as agreed upon and set forth in the treatment plan.

2. In the event of unilateral termination of the treatment agreement by Best Practice, the psychologist will preferably inform the client of this verbally; however, if the situation requires it, this will (also) be done in writing and/or via email.

3. Best Practice will observe a reasonable notice period for terminating the treatment agreement, with a maximum duration of 4 weeks following notification. Best Practice will also observe a reasonable notice period for aftercare, as may reasonably be expected of the practice, with a maximum duration of 4 weeks. This includes a thorough handover to the primary care physician and providing advice or a referral to a more suitable care facility. Aftercare will be provided by phone, online, or in writing/via email.

19. Article: Aftercare

Upon termination of the agreement, Best Practice and the client will make every effort to mutually agree in a timely manner on the conditions necessary for discharge and/or aftercare (if continuity of care is necessary). The practice will notify the following parties of the discharge

prior to the client's actual departure:

- a. The client's contact person or representative;
- b. The relevant care providers, whether or not they are affiliated with the same care facility.

20. Article: Complaints Procedure

1. Best Practice strives to provide high-quality care, and client satisfaction is therefore of great importance. At all times, the psychologist working at Best Practice aims to take the client seriously and treat them with respect. In the unlikely event that the client is dissatisfied with the psychologist or the treatment provided, the client should bring this to the psychologist's attention. To this end, the psychologist will regularly inquire about the client's satisfaction during treatment, and the client is encouraged to discuss any concerns, after which a solution will be sought jointly. If discussing the complaint or concern does not sufficiently resolve the issue, the client may contact an independent complaints officer.

2. Best Practice is affiliated with the complaints procedure administered by the National Association of Independent Psychologists and Psychotherapists (LVVP). The LVVP utilizes the experienced complaints officers of CBKZ. For more information, clients are referred to:

<https://lvvp.info/voor-clienten/wat-als-ik-ontevreden-ben-de-behandeling/>

3. Filing a complaint does not relieve the client of their obligation to pay.

21. Article: Dispute Resolution

If a complaint leads to a dispute, the client may submit their complaint to an independent dispute resolution committee, which issues a binding ruling, including on any claim for damages up to at least €25,000. This provides the client with an additional option, in addition to bringing the matter before a disciplinary board or a civil court. Best Practice is a member of the Dispute Resolution Committee for Independent Mental Health Practices in The Hague (www.degeschillencommissie.nl).

22. Article: Liability

Best Practice's liability for the services provided is limited to the invoice amount for the services rendered. Liability for indirect or consequential damages is excluded at all times provided the psychologist has acted professionally in accordance with the statutory professional code of conduct.

23. Article: Crisis Policy

Best Practice does not have a crisis service. In the event of a crisis, you should contact your primary care physician during business hours or, outside of business hours, the Rotterdam crisis service (<https://anteszorg.nl/specialistische-hulp/acute-psychiatrie/crisisdienst-ggz/>).

24. Article: Choice of Law

These general terms and conditions, the agreements, and all matters related thereto between Best Practice and the client are governed by Dutch law.