

# Privacy Statement and Information Letter

Dear client,

In order for the cooperation to run as smoothly as possible, we would like to inform you about our working methods, your safety with regards to your personal data and how the reimbursement from the care takes place before starting this process. According to the General Data Protection Regulation (GDPR/Dutch: AVG) we are obliged to place a privacy statement on our website or to have it available in practice. These cooperation agreements are not intended to replace the privacy statement, but as a supplement to it.

## General

The Generalistic Basic Mental Health Care (Generalistische Basis GGZ) is for people with mild to moderate complaints. The treatment is often of short duration. For this the psychologists have a number of ways available which are developed for the Generalistic Basic Mental Health Care. Based on your symptoms, you can use one of the products identified by the government which are: Short, Medium, Intensive or Chronic, each with the appropriate duration of treatment. The duration of treatment is made up of a number of direct and indirect contact minutes. Direct contact means that you actually have contact with your psychologist. This may also be by mail or phone. Indirect activities includes for example reporting about the session and meetings between your psychologist and perhaps the General Practitioner (GP)/referrer.

## Procedure of treatment

The psychologist will start with an intake with you and making up an treatmentplan. Then she discusses with you how many consults she expects that you need to have to help you. In case the psychologist finds that you can not be helped or that you are not allowed to be helped with in the Generalist Basic Mental Health Care, she will discuss this with you and in case necessary she contact the GP. Possibly a reference to Specialized Mental Health Care (SGGZ) is required or is help from the POH-GGZ (Practice Nurse) sufficient. During the intake phase, it is important for you to feel if you experience a "click" between you and the psychologist. If you do no, let the psychologist know. Together with you, she can search where treatment might be the best for you.

When the decision is made to start treatment, your symptoms and your situation will be further explored. If necessary, we ask you to fill in one or more questionnaires. Fees may be charged for working out the effects of some of these questionnaires. In that case, the psychologist will mention this explicitly in advance.

During the treatment phase you work together with your treating psychologist to change your problems and complaints. At the end of the entire treatment a final consult is made to evaluate the treatment and your symptoms at the start of the treatment. Also, attention is given to prevent relapse.

## Your file

For a good treatment it is necessary that a therapist creates a file: on paper, digital or a combination of both. This means that your therapist records your data from the moment of your registration. It concerns data about your health, for example your history and reports of conversations. However also administrative data, such as your name, date of birth, address and telephone number. As healthcare providers, we are obliged to establish your identity and record your Citizen Service Number (BSN).

Your files also contain the data necessary for your treatment that have been obtained through other care providers, such as the referral letter from the GP or information from another therapist/referrer.

### **Security of your file**

All legal measures have been taken to ensure that your data is stored securely and that it is not lost or falls into unauthorized hands. In the event that data does leak or get's lost, your healthcare provider is obliged to report this to the Dutch Data Protection Authority and to take appropriate measures to prevent repetition in the future. Your therapist will also inform you accordingly.

### **Access your file**

All persons working within the practice who are involved in your treatment have access to your file. This also applies to the colleagues who replace in case of absence due to illness, holidays or for other reasons. They are also bound by professional secrecy. Your file will only be inspected to the extent that this is necessary to provide you with proper care.

### **GP/referrer**

Only with your consent we (the psychologists) are allowed to provide information to the GP/referrer or possibly to a practitioner to whom you are referred. For example, it may concern information about referral or a report. This concerns relevant data from your file. Every time information is actually shared, you will be asked for permission again, so that you know which information is shared for which purpose and with whom. If you give your consent or objection to giving information to the GP/referrer or possibly to a treatment provider to whom you are referred, a note will be placed in your file. The information will not be provided in case of an objection.

### **Health insurers**

- Treatment providers are required by law to record a number of your personal and treatment data. Some of this information will also appear on the **health insurer's invoice** (such as name, address, place of residence, BSN). If you object to this, you can sign a **privacy statement**. This is a form that indicates that the diagnosis can not be passed on to your health insurer (this can be found on the last page of this document). We do not have to mention the treatment diagnosis on declarations in the General Basic Mental Healthcare.
- Under certain policy conditions, you are only entitled to reimbursement based on the policy conditions of your health insurance policy if your health insurer has given you **permission in advance**. This is also called an authorization. In those cases, the health insurer can ask us for information about the diagnosis. If you object to this provision of information, you can make this known by signing a privacy statement. This may result in your health insurer not giving authorization and therefore that the treatment is not reimbursed.
- **Health insurers are allowed to check** whether the administration is in order and the invoices are correct. During an inspection, a health insurer sometimes asks for information or access to the file. Praktijk voor Psychologie is obliged to cooperate with this, but only if a number of strict conditions are met that have been laid down by law. In those cases, your permission is not required; you will be informed about this in advance.

### **The national DBC (Diagnosis Treatment Combination) information system (DIS)**

DIS is the national DBC information system. The data collected in the DIS are of great importance for monitoring developments in healthcare. In this system, data is stored about, among other things, diagnosis and treatment. The DIS does not contain personal details such as your name, address and place of residence. We are obliged to provide data (the 'minimum dataset': MDS) to the DIS. If you object to this, you can sign the privacy statement at the end of this document. Your data will then not be provided to the DIS.

### **Questionnaires (ROM)**

GGZ providers are legally obliged to have their clients complete questionnaires. This is called Routine Outcome Measurement (ROM). At the beginning, in the interim and at the end of the treatment you will be asked to fill in a questionnaire digitally. This information will be added to your file. With this data your therapist can closely follow the course of treatment.

There is a national organization that compares the results of all GGZ providers in the Netherlands. This organization uses the ROM data for this. Your therapist will not provide ROM data for the time being (even if you do give permission), until we are sure that the data is actually anonymous and your identity can not be derived from it.

### **Visitation, intervision, supervision, consultation**

- **Visitation**  
Once every five years, an internal quality control takes place in practice, called visitation. This is done by colleagues who, like your therapist, are bound by professional secrecy. Your therapist will only give these colleagues (visors) access to your file if you have given permission for this on request. Without your permission, the visors may only view the file after your therapist has removed all the data that reveals your identity.
- **Intervision, supervision or consultation**  
In the context of intervision, supervision or consultation, only data from which your identity can not be derived is used.
- **Third parties**  
Should other persons or authorities ask for information about your treatment, your therapist is not obliged to give it. Your therapist in any case needs your specific permission and will discuss with you in advance what information it concerns and for what purpose it is used. Think of a request from a company doctor, a disability insurance company or a personal injury insurer.

If you have given your therapist permission, your therapist will make a note of this in your file. In the event of an objection your therapist will not provide the information. Your therapist may only give factual information, such as information about the diagnosis and the duration of the treatment. For example, your therapist may not express expectations or presumptions or give judgments for a purpose other than a care goal, for example not for a material or legal purpose. Even if you give permission to provide information to a third party, your therapist must make her own assessment of whether this is permitted with regards to professional secrecy. Your therapist may still decide not to provide information if, in her opinion, this can counteract the treatment or be harmful to you. You can read more about this in the health declarations directive of the National Association of Independent Psychologists and Psychotherapists (LVVP).

### **Storage period of your file**

Once your treatment has been completed, your file will be kept for at least 20 years. If you wish to have your file destroyed, the storage period may be shorter (see below under "Your rights").

### **Your rights**

As a client, according to the law, you have a number of rights that concern the data that is recorded about you in your file. On your behalf, your legal representative (parent, guardian or mentor) or a person authorized by you in writing may invoke these rights. There is an exception to this: if exercising these rights to your therapist's judgment would damage your interests, then your therapist does not have to comply with it.

- *Right of access and copy*  
You have the right to view your file and you can request a copy; your therapist will respond to your request within one month. You are entitled to one free copy. For a second copy, a reasonable fee may be charged on the basis of the administrative costs. If you have requested a copy digitally, your healthcare provider may also provide you with a copy of your

file digitally. If data of others, such as your partner or child, are recorded in the same file, this will affect your right of access (unless this information has been provided by you). Your therapist will inform you about this in that case.

- **Right to correction or addition**

If you feel that certain information in your file is wrong, you can ask your therapist to change, correct or supplement it. This only concerns factual inaccuracies; changing or correcting my professional judgment is not possible. However, your therapist can, if you wish, include a supplementary statement with your own vision in the file. If, in your opinion, the listed data were not relevant at that time, but you still want to keep them, you can request that these be screened off for employees. Your therapist will respond to your request within one month.

- **Right to destruction**

You can request in writing that (part of) your data from your treatment file will be destroyed. We will respond to your request within a month. If it proves impossible to meet your request within that period, your therapist will let you know. In that case two months postponement is possible.

The foregoing only applies to the data from the treatment file. For your data in our administration (invoice, dbc declaration system), Practice for Psychology has to keep this data longer for reasons of tax legislation and checks by health insurers.

In a number of cases your therapist may refuse to comply with your request by virtue of the law; your therapist will then explain why.

### **Secure communication**

In order to communicate safely with each other outside the agreed treatment sessions, Praktijk voor Psychologie advises you not to send personal information about the treatment to your therapist by the use of email, whatsapps or facetimages / skype. This is only possible if the connection is secured. Your therapist uses a secure email program (no skype / facetimen / whatsapp).

### **Doubt**

Sometimes it may be that you do not want or that you find it difficult to meet the scheduled appointment. It is very important that you come anyway. It is better to talk about why you do not want to come or what makes it difficult for you, then to stay away. It may be that you are angry at your psychologist or that a difficult and painful subject is addressed in therapy or that you find that you have not benefited (enough) from the treatment. You will benefit and help yourself more by talking about it than staying away.

### **Duration and number of consults**

An individual consultation lasts 45 minutes. The number of sessions depends on you as a person, your symptoms and the chosen treatment. Some problems are solved after several consultations, while other problems are so extensive that more consultations are needed. Based on your symptoms, you can use a product identified by the government: Short, Medium, Intensive, or Chronic, each with associated treatment duration (respectively 300, 500 and 750 minutes). How many treatments will be reimbursed depends on the severity of your symptoms and will be with you and when necessary your GP/referrer discussed in the interview.

### **Costs and coverages**

Basic health care insurance coverages the Generalist Basic Mental Health Care. *No personal contributions* needs to be paid, however the coverages *is part of the deductibles*. To qualify for reimbursement of your treatment by the insurance company, a referral from the GP/referrer is necessary.

Not all symptoms are compensated by the insurance company. For example adjustment disorders, work- and relationship problems, and some other disorders of insured mental health care are excluded. For those treatment you have to pay for yourself, or possibly from a

supplementary insurance. *Check with your psychologist and your health care provider if your treatment is reimbursed before starting the treatment! The responsibility to determine whether your insurance policy reimbursed treatment, rests with you as a client. If after completion of treatment shows that the treatment is not / not fully reimbursed, the (remaining) invoice for the treatment will be charged.*

**No Dutch insurance**

If you do not have a Dutch insurance, you have to pay the session your self at the session. You will get a bill which you can use to reimburse the session your self with your foreign insurance company.

**Cancelling appointments**

Health insurers reimburse only when a treatment has taken place. Are you suddenly prevented from coming? Phone or mail at least 24-hours in advance to the practice. Appointments that are not canceled in time or are not complied with, will be charged at the full rate of €100.00 per consultation.

Note that you must pay within two weeks after which default occurs without warning.

**Telephone accessibility**

You can reach us by phone from Monday to Friday during office hours. As the psychologists are often in conversation, you will mostly be diverted to the answering machine. Please leave a message! We call you back as soon as possible. Considering the 24 hours cancellation agreement it is also important to mention that you can leave a message at the weekend by mail, text or phone. Speak clearly your name and message when you talk into the answering machine.

**Confidentiality**

If you have any complaints about the treatment, you can contact the professional association [www.psynip.nl](http://www.psynip.nl) and/or [www.lvvp.info](http://www.lvvp.info) for submitting your complaints. However, it will be highly appreciated if you discuss your complaint first with the treating psychologist.

**PERMISSION STATEMENT REGARDING THE COLLABORATION AGREEMENT**

The undersigned hereby declares to understand and agree to the in document described information and agreements.

Name and initials: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature client: \_\_\_\_\_

**PRIVACY STATEMENT PREPARED BY THE DUTCH HEALTHCARE AUTHORITY (NZA)  
NR CU-537**

The undersigned:

**Clïënt:**

Name : \_\_\_\_\_  
Date Of Birth : \_\_\_\_\_  
Insurance number : \_\_\_\_\_  
BSN : \_\_\_\_\_  
Performance: Opening date : \_\_\_\_\_

and

**Psychologist:**

Name of Practice : Praktijk voor Psychologie  
Name Psychologist :

- M.D. Pulles-Hendriks (AGB-code psychologist: 94-006010)  
 D.C Otten (AGB-code psychologist: 94-011041)  
 H. van Verseveld (AGB-code psycholoog: 94-101915)  
 T. Broekman (AGB-code psycholoog: 94-100077)

Address (postal address) : Heyendaalseweg 288, 6525 SM Nijmegen  
AGB code practice : 94-055585

declare:

1. That a treatment relationship has been established between the parties, for which the caregiver likes to charge a tariff corresponding the Act ordering healthcare market (Wet marktordering gezondheidszorg)

Supplying data to DIS

2. That the client has taken objection from the perspective of protecting his privacy against that MDS data referred to in Article 5 of the Regulations "Mandatory minimum data delivery curative mental health care" are delivered to DIS.
3. That the psychologist, according to Article 6 of the Regulations "Generalist Based Mental Health Care," the delivery of the MDS data to DIS will leave behind.

Date: \_\_\_\_\_ Location: \_\_\_\_\_

Signature client:

Signature psychologist:

\_\_\_\_\_

\_\_\_\_\_