

General Terms and Conditions

**BrightMind Practice is the registered name with the Chamber of Commerce (KvK). InZicht Praktijk is an alternative trade name referring to the same practice.*

Please make sure you read and understand these terms and conditions before we proceed with therapy:

1. **Initial consultation:** In the first session, we will discuss the difficulties you are experiencing and the reasons for seeking therapy. This session also provides an opportunity for you to share your initial expectations and wishes regarding treatment. Prior to the initial consultation, I must have received and registered a referral letter from your GP, unless you intend to pay out of pocket and do not seek reimbursement from your health insurer.
2. **Confidentiality:**
 - a. Everything discussed during therapy is strictly confidential. This includes both the client's personal data and the content of the therapeutic sessions.
 - b. Limited administrative data (such as name, address, invoice numbers, and payment details) may be shared with my accountant solely for administrative and financial processing. My assistants may have access to relevant parts of the client file where necessary for administrative support and document preparation. All are bound by confidentiality and applicable GDPR legislation.
 - c. With the client's explicit consent, AI tools may be used for administrative tasks and/or to support the creation and processing of session notes, potentially during the session. This consent is entirely voluntary, is documented in a separate consent form, and may be withdrawn at any time without any consequences for the treatment.
 - d. The DSM-5 classification is included on the invoice and/or submitted to the DIS, unless the client objects to this. Data are stored in an Electronic Patient Record (EPR) and retained for twenty years in accordance with statutory retention requirements. The client has the right to access their data at all times; an overview of the processed data is provided in the privacy statement.
3. **Age:** Clients younger than 18 years old are requested to provide a written and signed consent from their parent/ adult guardian (or have their parent/guardian also sign this form below).
4. **Session's duration:** The duration of a therapy session is 45 minutes.
5. **Online/phone sessions:** In principle all sessions are conducted face-to-face. Online sessions are offered for the instances when (at least) one of the parties is abroad and when at least one of the parties has cold symptoms (or is otherwise sick yet wishes and able to conduct the session).
6. **Cancellation:** If you need to cancel or reschedule your appointment, please do so **at least 48 hours in advance**. In case of late cancellation or not showing up for the appointment, a no-show fee of €100 will be charged. This fee is not covered by health insurance and must be paid directly by you.
7. **Fees:** I apply the tariffs established by the Dutch Healthcare Authority (NZa) for outpatient mental health care, in accordance with Section II of the quality statute (independently practicing psychotherapist, BIG-registered)
More information: https://puc.overheid.nl/nza/doc/PUC_805252_22/
8. **Payments:** I will send you a monthly invoice by (secure) email. Payment is to be made by bank transfer, as indicated on the invoice. You are responsible for submitting the invoice to your health insurer for reimbursement. If you are insured with a health insurer with whom I have a contract, I will submit the claim directly to the insurer and receive payment from them; in that case, no further action is required from you.

9. **Health Insurance:** Health insurers reimburse my sessions to varying degrees. This depends on your insurance policy and on whether I have a contract with your insurer. If I do not have a contract with your insurer, it is your responsibility to check whether you are eligible for reimbursement and, if so, for how many sessions and up to what maximum amount. Health insurers may require that a DSM-5 classification be reported for reimbursement purposes. Please discuss any concerns about this with me.
10. **Late arrival:** Unfortunately, lost time cannot be made up in case of late arrival. Please inform me if you are running late. If the delay exceeds 15 minutes, the session will be cancelled and the no-show fee of €100 will be charged, unless otherwise agreed between us.
11. **Complaint procedure:** Please feel free to express to me any dissatisfaction and I will do my best to accommodate to your satisfaction. Should you still remain dissatisfied you are eligible to file a complaint at the NIP (Nederlands Instituut van Psychologen) or at the P3NL which also oversees the quality of service of NIP psychologists (my NIP registration number is 228307). For further instructions follow the following link:
<https://klachtenportaalzorg.nl/klacht-indienen/>. You can also send an e-mail to info@klachtenportaalzorg.nl

General payment conditions of BrightMind Practice

- I. These payment conditions apply to all treatment agreements between the care provider and the client.
- II. Appointments must be cancelled no later than 48 hours before the time of the appointment. If the appointment is not cancelled in time, the care provider is entitled to charge the client the reserved time in all reasonableness and fairness.
- III. The costs for the treatment claimed by the care provider to the client must be paid by the client within 14 days of the date of the invoice.
- IV. If the client has not paid the amount due within 14 days of the invoice date, the client will be in default without any further notice of default being required and the care provider will charge interest of 10% per month or part of the principal as long as the client has not paid.
- V. In the event of non-payment within 14 days of the invoice date, the care provider can send the client a payment reminder. If the client does not comply with the payment reminder within 14 days, the care provider is entitled to take collection measures, or have this done by third parties. All costs related to this claim will be borne by the client.
- VI. In case of payment arrears, the care provider is entitled to suspend further treatment until the client has met the payment obligation and to employ third party debt collection agency.

Privacy

By signing this form the client confirms that: a. She/He is informed about the documenting of his/her personal information in the treatment agreement and in his/her client's file, and that b. She/He consents to this.

Information exchange and collegial consultation

The client agrees that, where relevant to the treatment, information may be obtained in advance from the general practitioner, specialist, or (former/future) treating provider. In addition, the client agrees that the healthcare provider may inform the general practitioner and/or referrer during the treatment (on an interim basis) and upon completion of the treatment about the progress and outcomes of the treatment. If the client objects to this, he or she may make this known to the healthcare provider.

The healthcare provider will inform the client in advance of any intended contact with third parties and will obtain explicit consent for each individual exchange before requesting or sharing information.

In addition, the client agrees that the healthcare provider may discuss the treatment in an anonymised form with colleagues in the context of collegial consultation of the treating professional(s) and peer supervision, for the purpose of safeguarding and improving the quality of care. No separate explicit consent is required for each such anonymized consultation. If the client objects, they must notify the healthcare provider.

Client details

Name:

E-mail:

Date of birth:

Telephone:

Date:

Place: Leiden

Signature health care provider:

Signature client:

Drs. Roy Kamienchik,
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