



# **General Terms and Conditions Mental Health Care**

U-center

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# General Terms and Conditions for Mental Health Care of U-center

## PREAMBLE

**U-center applies the General Terms and Conditions for Mental Health Care as established by MIND – Consumentenbond (the Consumers' Association) - de Nederlandse GGZ 2022 (Dutch Association of Mental Health Care).**

These General Terms and Conditions of Dutch Mental Health Care have been drawn up in consultation with the Consumers' Association, the Netherlands Patient Federation and MIND within the framework of the SER Self-Regulation Consultation Coordination Group and came into effect on 1 January 2017.

The legal relationship between a client and a healthcare institution can be agreement are based on treatment, whether or not in combination with residence. This agreement is the special agreement regulated in Book 7, Title 7, Section 5 of the Civil Code, the Agreement on Medical Treatment (WGBO). In addition, it may concern an agreement aimed at supervision, whether or not in combination with accommodation.

These General Terms and Conditions form the basis for the conclusion of such agreements and indicate what the client and the healthcare institution may expect when implementing them. It goes without saying that the unique and personal contact of the client with the care providers is also an important factor.

## Table of contents

PREAMBLE	2
Table of contents	3
ARTICLE 1 - DEFINITIONS	4
ARTICLE 2 - APPLICABILITY	5
ARTICLE 3 – AMENDMENT	5
ARTICLE 4 - CONSIDERED PERSON(S)	5
ARTICLE 5 - CLEAR INFORMATION	6
ARTICLE 6 - PROVIDE SPECIFIC INFORMATION	6
ARTICLE 7 - GENERAL INFORMATION	6
ARTICLE 8 - CONCLUSION OF THE AGREEMENT	7
ARTICLE 9 - DRAWING UP THE CARE PLAN	7
ARTICLE 10 - FILE	7
ARTICLE 11 - SECOND OPINION ON TREATMENT	8
ARTICLE 12 - PRIVACY DURING THE CARE PROVISION	8
ARTICLE 13 - QUALITY OF CARE	8
ARTICLE 14 - ACCESSIBILITY OF ROOMS	8
ARTICLE 15 - INCIDENTS	8
ARTICLE 16 - CARE BY APPOINTMENT	8
ARTICLE 17 - ONE CLIENT – MORE CAREGIVERS	8
ARTICLE 18 - GOOD CLIENTITY	9
ARTICLE 19 - INFORMATION OBLIGATIONS	9
ARTICLE 20 - PAYMENT	9
ARTICLE 21 - ACCESS TO OWN CLOSET OR ACCOMMODATION ROOM	10
ARTICLE 22 - ACCOMMODATION ROOM	10
ARTICLE 23 - TEMPORARY ABSENCE	11
ARTICLE 24 - LEAVE	11
ARTICLE 25 - FOOD - WISHES AND BELIEF OF THE CLIENT	11
ARTICLE 26 - HOUSE RULES	11
ARTICLE 27 - TERMINATION OF THE AGREEMENT	11
ARTICLE 28 - NEW ORDER	12
ARTICLE 29 - CUSTOMER PROPERTIES	12
ARTICLE 30 - TERMINATION OF THE AGREEMENT BY THE HEALTHCARE INSTITUTION	12
ARTICLE 31 - AFTERCARE	12
ARTICLE 32 - DEATH	13
ARTICLE 33 - COMPLAINTS PROCEDURE	13
ARTICLE 34 - DISPUTE COMMITTEE FOR WLZ AND ZVW (SCOPE OF WKKGZ)	13

## ARTICLE 1 - DEFINITIONS

In these General Terms and Conditions:

<i>Care institution:</i>	the legal entity that provides care within the domain of mental health care and addiction care.
<i>Client:</i>	a natural person who turns or has turned to a healthcare Institution in order to receive care or who already receives it. When reference is made to client, this can also be understood to mean patient as a natural person to whom care is provided by the Healthcare Provider.
<i>Agreement:</i>	the treatment or supervision agreement, whether or not in combination with accommodation.
<i>Care provider:</i>	the healthcare professional working for the healthcare institution who has personal contact with the client in the context of the treatment or guidance.
<i>Care:</i>	treatment or supervision, whether or not in combination with a stay <sup>1</sup>
<i>Guidance:</i>	activities aimed at promoting self-reliance and participation of the client so that he can remain in his own living environment for as long as possible. Guidance also includes support. The Social Support Act ( Wmo 2015) applies to this.
<i>Treatment:</i>	treatments in the field of medicine that are provided by a care provider who carries out a medical profession or business to which the Medical Treatment Contracts Act ( Wgbo ) applies.
<i>Practice:</i>	the treatment room of the Healthcare Provider, including waiting room, counter or other areas used by the Client as part of the treatment.
<i>Sheltered living:</i>	living in an accommodation of a care institution with the associated supervision and guidance, aimed at promoting self-reliance and participation and, if possible, working towards independent living.
<i>Closely involved:</i>	family, partners, friends or other relatives of the client.
<i>Representative:</i>	the (legal) representative of the client as referred to in the Dutch Civil Code. The representative assumes the rights and obligations of the client under these general terms and conditions insofar as the client is mentally incompetent and insofar as the representative is authorized to do so by law or by means of a personal written authorization by the client.
<i>Care plan:</i>	a plan drawn up in consultation with the client, in which the general data and the image of the client, his limitations, possibilities and wishes, goals, action plan, evaluation and reporting are discussed. The care plan also includes the treatment or supervision plan.

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<sup>1</sup> In this integral version, the term care or provision of care is used where the provision applies to both treatment and guidance. Where only treatment is referred to, the provision does not apply to guidance. The same applies vice versa.

- File:* The care provider is obliged to set up a file with regard to the care of the client. In the file, he includes information about the health of the client, the transactions, statements of the client and he stores the data that are necessary for proper assistance. This also includes the patient file or the care file
- Quality standards:* guidelines, care modules and care standards, which relate to the entire care process and which define what good care is.
- Assessment decision:* an insured person who wishes to be eligible for Wlz care must submit an application for this to the Care Assessment Center (CIZ). The CIZ determines in an indication decision whether someone has access to the Wlz.
- Incident:* is an event during the care process that led, could have led or could (still) lead to damage to the client, a fellow resident or employee of the institution.
- Decision:* the decision that establishes whether and, if so, to what nature, scope and duration a care recipient qualifies for a care entitlement under the Wmo 2015. This decision is issued by the Municipal Executive (B en W) .

## **ARTICLE 2 - APPLICABILITY**

1. These General Terms and Conditions apply to the agreement concluded between the client and the healthcare institution with regard to
  - a. treatment with or without residence;
  - b. guidance with or without accommodation.
2. The General Terms and Conditions apply to both ambulatory care and care with accommodation and are applied as much as possible regardless of the way in which the care is financed.
3. The General Terms and Conditions also apply to treatment under the Compulsory Mental Health Care Act ( Wvggz ), insofar as it does not conflict with this Act.
4. The General Terms and Conditions do not apply if admission or care has been imposed on the basis of a judicial measure or if the admission or care is started as a result of compliance with the conditions or imposed by a criminal court or public prosecutor.
5. The parties cannot deviate from these General Terms and Conditions unless this has been explicitly agreed in an individual case and the deviation is not to the detriment of the client. Such deviations must be recorded in writing.

## **ARTICLE 3 – AMENDMENT**

These General Terms and Conditions can only be changed in consultation between the Dutch mental health services on the one hand and the Consumers' Association and MIND on the other.

## **ARTICLE 4 - CONSIDERED PERSON(S)**

1. The healthcare institution applies regulations with regard to close relatives, based on the current model regulations for close relatives.
2. If desired, the client can be assisted by someone of his choice to help make a well-considered choice with regard to care.

## **ARTICLE 5 - CLEAR INFORMATION**

The client is entitled to the information that is necessary to be able to make well-considered choices about care. All information provided to the client must be at a level suitable for the client in terms of content, form and time. The care provider checks with the client whether he has understood the information and whether there are any questions.

## **ARTICLE 6 - PROVIDE SPECIFIC INFORMATION**

1. Prior to the conclusion of the agreement, the care provider and client determine in mutual consultation which care best suits the client and they exchange information that is relevant to the care. In any case, discussed:
  - a. the right to free choice of the care provider within the possibilities of the healthcare institution;
  - b. the diagnosis, if any, and what it means to have that diagnosis; a clear description of the relevant daytime activities and care options, the purpose, the chance of success and the possible risks and possible side effects (such as pain, nuisance or social consequences), also based on any previous experiences of the client;
  - c. the name of the responsible healthcare provider and those of other healthcare providers involved;
  - d. the experience of the healthcare providers involved;
  - e. other aspects, such as the waiting time and (additional) costs.
2. If the client has expressly indicated that he 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 the treatment may only be omitted in the exceptional case that providing it would clearly cause serious disadvantage to the client.

## **ARTICLE 7 - GENERAL INFORMATION**

1. The care provider provides the client with information tailored to the needs and possibilities. The healthcare provider provides information about:
  - a. the care institution and the state of affairs of the care process, such as the intake, drawing up a possible care plan, the provision of care and making agreements that relate to the specific situation of the client;
  - b. payment for costs for additional services, excess and possibly non-reimbursed 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 a decisional incapacity occurring during the care;
  - h. the house rules;
  - i. the institution's dealings with close relatives;
  - j. the accessibility of the organization in the event of an emergency
  - k. the privacy regulations, the privacy statement, the use of personal data for research and about privacy measures;
  - l. the policy with regard to ethical and philosophical issues, including advance directives, self-binding declarations, non-resuscitation and euthanasia;
  - m. the quality statute containing the concrete agreements for cooperation in the context of healthcare.

## **ARTICLE 8 - CONCLUSION OF THE AGREEMENT**

1. The agreement between the client and the healthcare institution is only concluded if:
  - a. the client or his representative has indicated that he wishes to enter into the agreement, and
  - b. the healthcare institution reasonably believes that the client's request for help can be answered on the basis of the options available at the healthcare institution, and
  - c. a referral, indication decision necessary for the financing has been issued or a decision by the municipality.

## **ARTICLE 9 - DRAWING UP THE CARE PLAN**

1. The healthcare provider, in accordance with the professional standard, makes a proposal for a care plan to the client based on the consultation between healthcare provider and client.
2. The care provider offers the client support during consultations about the care plan. Prior consent
3. The care provider starts the care after the client or his (legal) representative has agreed to the (provisional) care plan.
4. In acute situations, where there is no time to request 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 the care provider and the client will take place as soon as possible after the deviation.
5. If the client or care provider deems deviation from the care plan necessary, mutual consultation will take place.

The care plan includes at least:

- a. the goals with regard to the care set for a certain period, based on the wishes, possibilities and limitations of the client, taking into account any decision of the municipality;
- b. the way in which the care provider and the client try to achieve the set goals;
- c. who is responsible for the various components of the care and how coordination takes place between several care providers, and who the client can hold accountable for this 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 respect.
- e. the frequency with which and the circumstances under which the care plan will be evaluated and updated with the client, whereby in any case an evaluation of the supervision plan will take place in the event of a new decision by the municipality.

## **ARTICLE 10 - FILE**

1. In addition to the care plan and the subjects regulated by law and regulations, the file contains the following:
  - a. in consultation with the client, which relatives will be involved in the provision of care or will be informed about the provision of care and the way in which this will take place 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 (including reports, results, ROM results, scores, etc.) of the care provided;
  - d. incidents and calamities insofar as they have consequences for the care provided or the health condition of the client.
2. The file remains available to the client during the care; The client always has the right to inspect and can obtain a copy.

## **ARTICLE 11 - SECOND OPINION ON TREATMENT**

The healthcare institution will provide all reasonable cooperation to a second opinion desired by the client and will discuss the results of the second opinion at the client's request, even if the client has requested this without the healthcare institution's cooperation.

## **ARTICLE 12 - PRIVACY DURING THE CARE PROVISION**

The healthcare institution applies privacy regulations.

## **ARTICLE 13 - QUALITY OF CARE**

As a standard for good The rules of conduct of the various professional groups, quality standards, norms derived from the latest state of science and practice, as well as generally accepted principles, apply to caregiving . Deviations from protocols and guidelines must be motivated by the healthcare institution, explained to the client and recorded in the file.

## **ARTICLE 14 - ACCESSIBILITY OF ROOMS**

All areas that are important to the client must be sufficiently accessible.

## **ARTICLE 15 - INCIDENTS**

1. As soon as possible after an incident that has or may have noticeable consequences for the client, the healthcare institution will inform the relevant client and/or his 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 has consequences for the client's state of health, the healthcare institution discusses possible treatment alternatives with the client and/or his representative and makes agreements about the start of the chosen care and the follow-up.

## **ARTICLE 16 - CARE BY APPOINTMENT**

1. If the care takes place at a time agreed in advance, the healthcare institution will ensure that it is clear to the client when and at what time the relevant care will take place.
2. When planning appointments, the healthcare institution takes the wishes, preferences and limitations of the client into account as much as possible.
3. If the client or care provider cannot keep an appointment, it must be canceled at least 24 hours in advance, unless there is a serious reason.
4. The client will be informed about any extra waiting time compared to the agreed time.

## **ARTICLE 17 - ONE CLIENT – MORE CAREGIVERS**

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

## **ARTICLE 18 - GOOD CLIENTITY**

1. Prior to concluding the agreement, each client identifies himself at the request of the healthcare institution with a legally recognized, valid proof of identity and submits the details of his healthcare insurer, the indication decision or the decision. If the client is unable to show such proof of identity and/ or insurance information or the decision when requested, the healthcare institution is entitled not to start the implementation of the agreement until the client has submitted the necessary information, unless immediate treatment is necessary.
2. Before the start of the care, the client must provide the name and contact details of a contact person, preferably his representative, at the request of the care institution.
3. The client adheres to the house rules and refrains to the best of his ability from behavior that poses a risk to the safety of people in the care institution.
4. The client cooperates with the healthcare institution's instructions and measures aimed at (fire) safety.
5. If the care takes place at the client's home, the client will provide all necessary cooperation to enable the healthcare institution to provide the care in accordance with regulations regarding working conditions.
6. The client must take the necessary care to prevent damage to or loss of his property.

## **ARTICLE 19 - INFORMATION OBLIGATIONS**

1. To the best of its knowledge, the client will provide the healthcare institution, partly in response to its questions, with the information and cooperation it reasonably needs for the execution of the agreement, including information about any advance directive or crisis card.
2. If interim changes occur in the client's situation that could lead to a change in (the extent of) the care to be provided, the client is obliged to inform the institution thereof as soon as possible.
3. The client who is on a waiting list at the healthcare institution and has the care provided by another healthcare institution during the waiting period, reports this to the first healthcare institution as soon as he has agreed with the other healthcare institution that the healthcare will take place there.

## **ARTICLE 20 - PAYMENT**

1. The client owes the healthcare institution the agreed price for the agreed care and services insofar as these are not paid directly by the healthcare insurer, the healthcare administration office or the municipality.
2. If the financing of the care is not certain, for example due to the lack of a health insurance policy, referral, indication decision or decision, no care will be provided except for the medically necessary. If there is reasonable doubt about whether or not to obtain financing, the healthcare institution and the client will consult with each other.
3. For the (additional) costs of care and services to be charged in advance by the healthcare institution, the healthcare institution will send a clear and itemized invoice to the client, including a payment term of 30 days.
4. After the payment term has expired, the healthcare institution will send a payment reminder and give the client the opportunity to pay within 14 days of receipt of 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 ROOM**

1. Care providers do not have access to the cupboard or the living room of the client without the client's permission, unless this is reasonably necessary in the event of:
  - a. safety, including potentially unacceptable hygienic conditions;
  - b. or in case of a reasonable suspicion of criminal offenses, including the possession of prohibited substances and/or objects;
  - c. or in the interest of the implementation of the care plan.
2. Unless this would impede a criminal investigation, the client will be informed in advance of access to the cupboard or living room and will be given the opportunity to put the cupboard or living room in order himself. In any case, the client, or the client's representative or contact person/authorized representative, will be given the opportunity to be present when entering the cabinet or room.

## **ARTICLE 22 - ACCOMMODATION ROOM**

1. The healthcare institution offers the client the most suitable accommodation for the implementation of the healthcare. If several rooms qualify for this, the healthcare institution offers the client a choice.
2. The care institution can allocate another accommodation if the evaluation of the care plan necessitates this or if practical circumstances make this urgently necessary.
3. The client must cooperate with any relocation, insofar as this can reasonably be expected of him or her.
4. The client can request a different accommodation, stating reasons. The healthcare institution will honor this request, unless compelling reasons dictate otherwise. Any rejection of the request will be motivated.
5. The stay ends in the event of termination of the agreement in accordance with Article 27.
6. The client must maintain the accommodation with due diligence insofar as he is able to do so. In particular, the following applies to space:
  - a. the client may only use the accommodation for his own occupation, other purposes are not permitted - subject to permission from the institution;
  - b. a guarantee may be required;
  - c. the healthcare institution can establish rules regarding the access and stay of third parties to the accommodation area;
  - d. if a key is delivered to the client in the context of the guidance, 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. in the case of sub d, it is jointly decided who can also have access to a key and under what conditions this person/persons can enter the accommodation area;
  - f. the client is responsible for keeping the accommodation area clean on a daily basis, unless it has been agreed with the healthcare institution that it will ensure that the area is kept clean;
  - g. in the event that the accommodation is furnished by the client himself, the healthcare institution can give instructions in this respect for the sake of safety and efficiency;
  - h. a contribution may be requested from the client for maintenance and additional services. The client receives an itemized invoice for this purpose;
  - i. the client must apply for private liability insurance and is advised to take out household contents insurance for the contents. The healthcare institution points out the client's responsibility and, if necessary, assists in taking out insurance.

## **ARTICLE 23 - TEMPORARY ABSENCE**

1. In the absence of the client, his accommodation remains available, unless the absence lasts longer than the term that the institution has agreed with the lender for financing in the event of temporary absence. The policy rules of the Dutch Healthcare Authority or the agreements made with the municipality apply to this.
2. If the term of absence lasts longer than the term agreed by the institution for financing in the event of temporary absence, the care agreement will lapse by operation of law, unless other agreements are made about this.
3. The healthcare institution will inform the client at the start of the agreement about the term referred to in the first paragraph. If this term is changed, he will inform the client about this as soon as possible.
4. After the period referred to in the first paragraph has expired, the healthcare institution is entitled to vacate the client's accommodation. If possible, the healthcare institution will inform the client or his close relative(s) / representative of this in advance. At the expense of the client, the healthcare institution will ensure appropriate storage of the client's property that is present in the accommodation area.

## **ARTICLE 24 - LEAVE**

Only in the case of treatment-related considerations, which are laid down in the treatment plan, may a client be refused leaving the institution.

## **ARTICLE 25 - FOOD - WISHES AND BELIEF OF THE CLIENT**

The institution will provide a medically necessary diet during the stay with meals. In addition, the wishes and beliefs of the client are matched as much as possible.

## **ARTICLE 26 - HOUSE RULES**

1. The healthcare institution applies house rules, for example based on the model rules for house rules of GGZ Nederland.
2. Any agreements deviating from the aforementioned regulations will be recorded in the client's file.

## **ARTICLE 27 - TERMINATION OF THE AGREEMENT**

1. The agreement ends:
  - a. when transferred to another healthcare institution;
  - b. with the consent of both parties;
  - c. after a unilateral, unambiguous termination of the agreement by the client;
  - d. after a unilateral cancellation by the healthcare institution with due observance of the provisions of Article 30;
  - e. death of the client;
  - f. on the end date stated 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 will end no later than one calendar month after the moment of termination of the agreement in accordance with the first paragraph of this article.

## **ARTICLE 28 - NEW ORDER**

1. If the care is provided on the basis of a decision and the period of validity of the decision expires shortly and care remains necessary, the healthcare institution will assist in applying for a new decision.
2. If the nature and scope of the client's request for assistance develops in such a way that the institution is no longer able to provide responsible care<sup>2</sup> 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 of a new decision.

## **ARTICLE 29 - CUSTOMER PROPERTIES**

In the situation referred to in Article 27 paragraph 1 under a to f, the care provider is entitled to vacate the room after the client has left. The care provider has a best efforts obligation to make an appointment with the client to collect the goods that have been left behind. If the client does not respond, the contact person will be approached to collect the goods.

## **ARTICLE 30 - TERMINATION OF THE AGREEMENT BY THE HEALTHCARE INSTITUTION**

1. The healthcare institution is entitled to terminate the agreement if:
  - a. the financing, the referral, the indication or a valid decision for the care is missing; however, the healthcare institution will not do so if the institution believes that stopping the healthcare at that time would be irresponsible because the healthcare is necessary;
  - b. the client repeatedly fails or is unable to fulfill his or her responsibilities under the agreement, has been called to account repeatedly but he or she does not change his or her behavior and this has led to a situation such that the longer continuation of the agreement is no longer reasonable for the healthcare institution can be required;
  - c. the client commits such serious criminal offenses that have a clear repercussion on the relationship with the healthcare providers or fellow clients, that the continuation of the agreement can no longer reasonably be expected of the healthcare institution; This can also be understood as 'good care'.
  - d. due to the actions of the client's relatives, serious tensions arise with the care providers, as a result of which continuation of careful care, whether or not in combination with a stay, is seriously hampered;
  - e. if the client's care demand changes to such an extent that the care institution can no longer be expected to provide the care as agreed and laid down in the care plan.
2. Upon termination of the agreement, the healthcare institution will observe a reasonable term as well as the care with regard to aftercare that may reasonably be expected from the institution.

## **ARTICLE 31 - AFTERCARE**

1. When terminating the agreement, the healthcare institution and the client will make every effort to arrange in mutual consultation in good time the preconditions that are necessary for the discharge and/or aftercare if continuity of care is necessary . The healthcare institution will inform you of the discharge before the actual departure:
  - a. the contact person or representative of the client;
  - b. healthcare providers involved, whether or not within the same healthcare institution.

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<sup>2</sup> This may also be understood to mean 'good care'

2. If the agreement is accompanied by accommodation, the healthcare institution will assist in finding possible accommodation and - if necessary - arranging a benefit for the client.

## **ARTICLE 32 - DEATH**

1. If the client dies during his or her stay in the healthcare institution, the healthcare institution will immediately inform the contact person and/or representative of his or her death.
2. If the client has not appointed a contact person or representative or if this person does not take adequate steps, the healthcare institution will act in accordance with a fixed policy for final care, in which the healthcare institution will take as much as possible with the life convictions of the deceased – at least insofar as it is known – takes into account.
3. Within the legal possibilities, the healthcare institution offers aftercare to the surviving relative(s) of the client if desired.
4. The care provider is entitled to vacate the client's room in the event of death. The institution has a best-efforts obligation to make an appointment with the client's contact person for the collection of the property.

## **ARTICLE 33 - COMPLAINTS PROCEDURE**

1. The healthcare provider has a law-based and sufficiently publicized scheme for the reception and handling of complaints and handles complaints in accordance with this complaints procedure.
2. In the context of and subject to the scope of the Wkkgz, the healthcare provider designates one or more persons deemed suitable for this purpose who, at the complainant's request, advise a complainant with regard to submitting a complaint and assist in formulating the complaint. and investigating the possibilities of reaching a solution for the complaint.

## **ARTICLE 34 - DISPUTE COMMITTEE FOR WLZ AND ZVW (SCOPE OF WKKGZ)**

1. In the context of care described in the Health Insurance Act or the Long-Term Care Act, in addition to the other existing options, the client can submit a dispute to a disputes body in accordance with the Complaints and Disputes and Care Quality Act if the handling of the complaint does not sufficiently resolve the dissatisfaction of the client. the client or institution removes it, if the complaints procedure has not been sufficiently complied with or if the client cannot reasonably be expected to submit a complaint about a behavior of the healthcare provider in the context of the healthcare provision to the healthcare provider under the given circumstances.
2. The Disputes Committee can award compensation for personal or property damage up to a maximum of € 25,000.