



KALEIDOS

LHBTI+ zorg Amsterdam

Terms and conditions

Kaleidos

Management

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Table of contents

1. General information
 2. Method of operation of Kaleidos
 - 2.1 Registration
 - 2.2 Intake procedure
 - 2.3 Treatment agreement
 - 2.4 Treatment plan
 - 2.5 Duration of the treatment plan
 - 2.6 Termination of the treatment agreement
 - 2.7 Electronic file
 - 2.8 Mutual obligations of client and practitioners
 - 2.9 Legal representation in the event of incapacity
 - 2.10 Waiting list
 3. Other
 - 3.1 Confidentiality
 - 3.2 Privacy and processing of personal data
 - 3.3 Exception to the mandatory mention of the performance code on the invoice
 - 3.4 Scientific purposes
 - 3.5 Rules of conduct for employees and clients
 - 3.6 Quality of our care
 - 3.7 Complaints procedure
 - 3.8 Payment
 - 3.9 Cancellation and No Show Policy
 - 3.10 Payment term
 - 3.11 Liability
 - 3.12 Unilateral amendment clause
- Definitions
- Abbreviations



1. General information

Welcome to Kaleidos! We are a small-scale mental health institution for LGBTI+ people. At Kaleidos you will find practitioners who are experts by experience. It is a safe place where you can be sure that you can be yourself and where only LGBTI+ sensitive practitioners work. Diversity is the norm for us. We have an eye for the specific vulnerabilities within the LGBTI+ community. For example, we treat clients with LGBTI+-related problems, depression, personality disorders, anxiety and panic problems, substance use problems, (post-traumatic) stress disorders and the possible combinations of these above complaints.

These general terms and conditions of Kaleidos have been drawn up to clarify the expectations between you and us and with the aim of providing clarity about the rights and obligations of both Kaleidos as a healthcare provider and the client. It is important to read these terms carefully. In addition, it is important to mention and know that in principle it is not possible to deviate from these general terms and conditions, unless we make written agreements about this in consultation with you.

2. Method of operation of Kaleidos

2.1 Registration

If you want to come to us for treatment, it is important to have a referral letter from your GP or other referrer. You [can register with the referral letter via the registration form](#) via our website www.kaleidos.nl.

2.2 Intake procedure

After your registration with a referral from the general practitioner or other referrer has been received by us via our website, we will assess the referral and if the referral and request for help is appropriate for the treatment at Kaleidos, you will be placed on the waiting list for an intake interview. The general terms and conditions will be sent to you by email by our secretariat before the intake interview and it is important to read these general terms and conditions carefully before you agree to the general terms and conditions. During the intake interview, your request for help will be discussed and you will receive an explanation of Kaleidos' treatment offer and the general terms and conditions of Kaleidos. The general terms and conditions contain general information from Kaleidos with regard to the working method, the crisis policy, no-show policy, complaint and effect measurements, privacy and information about the code of



conduct of Kaleidos. In addition, separate permission is requested for sharing information with the GP or other referrers.

During this intake interview, your request for help and complaints will be discussed in more detail. This interview can only be scheduled once we have received the referral letter. This referral letter must comply with the field agreements for mental health care. The client is responsible for providing a lawful referral letter to guarantee a reimbursed care program. If this is not met, the patient is responsible for paying the costs of the treatment himself (in accordance with NZa rates).

After the intake interview, your request for help will be discussed in the multidisciplinary consultation (MDO) to determine which treatment offer best suits your request for help. If you agree to start treatment with us after the first intake interview, an appointment will be scheduled for a subsequent appointment. At this appointment, we would like to discuss and explain a treatment plan with you. If you agree to this and have signed the treatment plan, the treatment can start. Together with agreeing to the general terms and conditions of Kaleidos, this forms the treatment agreement. After the intake and after entering into a treatment agreement, your treatment and/or diagnostic examination will start with us. For more information, please refer to our quality statute on our website.

2.3 Treatment agreement

As a mental health institution, we are bound by Dutch laws and regulations. One of these laws to which a mental health institution is bound is the Medical Treatment Agreement Act (WGBO). Kaleidos complies with this law by discussing and concluding a treatment agreement with you through the general terms and conditions of Kaleidos and a treatment plan.

By agreeing to the terms and conditions and the treatment plan with which you give us permission to treat you, the WGBO also grants you the following rights:

- Right to information about your medical situation
- Right to access your electronic medical record
- Right to privacy and confidentiality of your data
- the right to a free choice of doctor

In addition, in order to comply with the WGBO, the treatment agreement can only be concluded if:

- you have the request for a treatment agreement (you do this automatically when you register with us for treatment)
- your treatment needs can be met by us on the basis of our capabilities and expertise within Kaleidos
- you have agreed to the general terms and conditions and there is agreement between you and us about your treatment plan (see section 2.4)



- the financing of your treatment at Kaleidos is covered by your health insurance
- you meet the other requirements set out in these terms and conditions

2.4 Treatment plan

After the intake interview and consultation, your directive practitioner and/or together with a co-practitioner, will draw up a treatment plan for you in agreement with you. This treatment plan is part of the treatment agreement.

In your treatment plan, based on your specific request for help and complaints, the most suitable treatment methods and co-practitioners will be selected for you. To make this possible, the following information about you will be included in your treatment plan:

- your diagnosis (DSM classification) and/or what complaints you have and your request for help
- what your treatment entails
- The goals of your treatment
- An indication of how long the treatment will take and when your treatment will be evaluated.
- Appointment policy and no show policy of Kaleidos
- Your agreement with the terms and conditions and the code of conduct of Kaleidos

As a client of Kaleidos, you have rights with regard to the treatment plan. This way you always have the right to view your treatment plan and receive a copy of it. We can only send this via a secure electronic means (client portal of Zorg GGZ or secure emailing) or a copy in printed form given to you.

2.5 Duration of the treatment plan

The treatment plan is drawn up with you for a certain period of time, based on your diagnosis and expected progress and development. The treatment plan is regularly evaluated, and if necessary adjusted based on your progress and development.

In addition to the annual evaluations of your treatment plan, there are usually also several interim evaluations of your progress and development. The frequency of these interim evaluations depends on various factors such as your development and your situation.

2.6 Termination of the treatment agreement



The treatment agreement that we conclude with you can be officially terminated for three reasons.

1. When you have achieved the goals in your treatment plan or when we think that continuing the treatment plan no longer serves a reasonable purpose for you.
2. When you wish to end your treatment yourself. If this is against our advice, we will discuss this with you and if you insist, we will respect your choice in this. We will then inform your GP/referrer of this.
3. When we, as a mental health institution, use our right to terminate the agreement from our side. We will only use this if we believe that the continuation of your treatment can no longer reasonably be asked of us. This may be the case when:
 - a. There is no funding from your health insurer for your treatment with us and we believe that stopping your treatment with us at that time would be justified because there is no necessary care.
 - b. you do not comply with your responsibilities and agreements from the treatment agreement after we have repeatedly called you to account (including non-payment of your invoices).
 - c. you do not know how to adhere to the codes of conduct of Kaleidos.
 - d. commits such serious criminal offences the impact of which is clear on the relationship with our practitioners and/or clients.

If we are forced to terminate the treatment agreement from our side, we will try to organize the aftercare for you in which we can think along with a follow-up treatment at another organization if necessary. Of course, we only do this if you want it and as far as the possibilities allow.

If the treatment agreement is terminated in one of the three ways above and you are therefore no longer being treated by Kaleidos, we will inform your referrer.

2.7 Electronic file

Creation of a file

When you register, we will create a file for you in our electronic patient record (EPD). The practitioner assesses which data he/she/they include in the file for each situation.

Security of your file

In order to protect the security and confidentiality of your electronic file as much as possible, we have taken a large number of extra measures. With our EPD and



other digital means of communication, we comply with the General Data Protection Regulation (GDPR) and other relevant current laws and regulations.

Your rights

As our (former) client, you always have the right to view your own electronic file free of charge and to receive copies of it. If you want to request a copy of your file, it is important to discuss this with your practitioner and it is necessary to send a written request to the Kaleidos secretariat. You also always have the right to add your own view to your file and to have any factual demonstrable inaccuracies corrected or removed. If you want to exercise one of these rights, you can always indicate this to your practitioner(s). They will help and guide you with this. Only in a number of very limited cases do we, as a mental healthcare institution, have the right not to grant you access, to have changes made or to provide copies of (part of) your file.

We may only do this if you can inspect, change or copy it if you can lead to unavoidable serious damage to yourself or others.

Retention period

After finishing your treatment at Kaleidos, we are legally obliged as a mental health institution to keep your electronic file for a period of 20 years. However, as a former client, you can submit a written request to the Kaleidos secretariat to destroy your own file before that period of 20 years has expired. We will irreparably destroy your file within three months after we have received a written request from you to destroy your electronic file, unless there are legal provisions or reasonable interests, such as in the case of an expected complaints procedure. If your file has been irreparably destroyed at your request, it is no longer possible to start a complaints procedure. However, as a mental health institution, Kaleidos is also legally obliged to keep our accounts for 7 years. This means that only certain administrative data of yours must be kept during that period. This data may not be destroyed by law before the 7-year period has expired, not even via a destruction request from you as a (former) client.

2.8 Mutual obligations of client and practitioners

The mutual obligations between the client and the practitioner are aimed at a successful and respectful collaboration. The client is expected to actively participate in the treatment and to be open, while the practitioner is responsible for expert and careful treatment, respecting the client's autonomy and privacy. Good communication and mutual respect are essential for the success of treatment in mental health care. In order to achieve maximum treatment results for you, all our practitioners are legally, professionally and ethically obliged to always make every effort for you to provide you



with the care that can be expected for good care. To achieve this, it is of course also important that you commit to this. This means that we think it is important that you give us the information we need for your treatment and that you keep your treatment appointments, such as timely attendance and participation in the treatment program. If you, as a client, are not satisfied with the cooperation with your practitioner, it is important to first discuss this with your practitioner. As a client, you cannot unilaterally decide to change practitioners. It is important that there is first a conversation between you and your (directing) practitioner and, if necessary, a joint appointment with the medical director of Kaleidos together with you and the (directing) practitioner to discuss the collaboration.

2.9 Legal representation in the event of incapacity

If you, as the legal representative of an incapacitated client, register this client with us for treatment or diagnosis, your permission as a representative is always required for both the general terms and conditions and the treatment plan, together with the treatment agreement.

2.10 Waiting list

At Kaleidos we have to deal with a waiting list and it can happen that after you have been referred to Kaleidos, we cannot always offer you the help you need in time. We will always try to give an indication of the expected waiting times.

Kaleidos always offers you the choice to wait for the waiting time on our waiting list. If this is not desirable for you, we can always think along with you to find alternative treatment options at other organizations.

The above applies to both a waiting time for intake (first appointment) and a waiting time for treatment.

3. Other

3.1 Confidentiality

In the Netherlands, the General Data Protection Claim (GDPR) came into effect on 25 May 2018 to replace the Personal Data Protection Act (WBP). As a mental health institution, we are therefore legally obliged to deal with everything that you as a client, as part of your treatment with us, discuss with us in confidence with maximum care and



confidentiality. In only a few very exceptional cases, which are determined by law, can we deviate from this.

This may be when:

- we are required by law (through a court order) to disclose information we hold
- you as a client give us permission to provide your data to another party/organization
- we are legally obliged to provide certain data about your treatment with us (the performance code) to your health insurer (see section 3.3). If you object to the use of your performance code for the claim check by your insurer, you can also object to this. For this you can request a privacy statement from your directive practitioner. Your directive practitioner will go through these with you.

In limited circumstances, we may access your data within our quality assurance and internal control facility. We only do this when we have proportionally weighed the internal consultation against the set goal and the necessity. As our client, you also have the right to object to this consultation. If you do so, your data will not be consulted for quality control and internal control purposes.

3.2 Privacy and processing of personal data

We store your personal data and medical data digitally. We do this to provide good care to you. We process your data in accordance with our privacy and data security policy.

You agree to the processing of your data by having your care carried out by our institution. Kaleidos ensures the protection of your data in accordance with the GDPR, and insures, for example, data processing agreements with parties from whom they purchase services (e.g. their electronic patient record or accountant).

We handle your personal data in the following way:

- We store your personal data digitally in the EHR and use it so that we can provide good care to you.
- We only pass on your data to third parties if this is necessary for the provision of good care. If specific permission is required by law, we will ask you for it in advance.
- We process your data on the basis of the treatment agreement as described in the Medical Treatment Agreement Act (WGBO) and/or the GDPR.
- You can view parts of your personal data via your personal client portal. If you would like to see your complete file, please send us a written request.



- All communication that takes place via this client portal is transparent to the treatment team involved in your treatment.
- If you believe that the data we have stored about you is incorrect, you may ask us in writing to adjust your data.
- You can ask us to delete your personal data. If we do this, we may no longer be able to provide responsible care to you. The WGBO requires a retention period of 20 years (see 2.7).
- In that case, we will store your data in an inactive archive, invisible and unusable for the normal user. This means that only some of your administrative data must be kept during that period.
- You can withdraw your consent to our processing of your personal data. We can then (possibly) not guarantee responsible care. In that case, we store your data in an inactive archive (see previous point).
- You can object to us if you do not agree with the way we process your personal data.
- You will receive a message from us if something has gone wrong with your personal data.
- We do not process your data for longer than is necessary to provide good care. We adhere to the retention periods of the WGBO.
- The above also applies to personal data that we receive from third parties.

3.3 Exception to the mandatory mention of the performance code on the invoice

If we claim the costs for your treatment from your health insurer, your insurer must be able to check the claim. For this check, the insurer needs the so-called performance code that we must state on the invoice. This performance code contains information from which your diagnosis can be traced. To guarantee your privacy in this process, the claim check with health insurers may only take place by or under the responsibility of a medical advisor. This medical advisor is always a doctor and will therefore treat your information as part of his/his/her/them medical confidentiality.

If you object to the use of your performance code for checking the claim by your insurer, you can object to this. For this you can request a privacy statement from your directive practitioner. Your directive practitioner will go through these with you. The privacy statement will then be stored in your electronic file.

3.4 Scientific purposes

Within Kaleidos we are engaged in scientific research. Your permission is required for the use of your data as a client for scientific research. Only under very strict conditions, which are stipulated in the Code of Conduct for Health Research approved by the Dutch



Data Protection Authority, are researchers allowed to only obtain non-identifying data from you without your specific consent. As a client, you also have the right to object to this. This means that the right of scientists to obtain this data expires. Any scientific research will always be submitted to a medical ethics review committee.

3.5 Rules of conduct for employees and clients

In mental health care, codes of conduct play an important role in ensuring respectful, professional and ethical interactions between clients and practitioners. These codes are intended to improve the quality of care and to protect both clients and practitioners from unprofessional behavior and abuse of power. For a nice and pleasant atmosphere within our location, we have drawn up house rules. Assistance dogs are very welcome, other dogs unfortunately are not.

As part of our house rules, we expect both our employees and all our clients (and their loved ones) to adhere to the general rules of decent behaviour.

By this we mean, among other things, respectful treatment of persons/goods and no use of physical and/or verbal violence, threats, sexual intimidation and other undesirable behaviour.

Of course, it is also forbidden to possess or use weapons, alcohol and drugs within our branches. For crimes and dangerous situations, we always call in the police, for support or to file a report.

In mental health care, there are specific codes of conduct that clients must adhere to in order to ensure a safe and respectful environment. Here are some key points:

Respect for others: You treat fellow clients, caregivers and visitors with respect. This means no verbal or physical violence, no transgressive behaviour, intimidation or discrimination.

Privacy and confidentiality: You respect the privacy of others and you don't share confidential information without permission. This also means respecting the privacy of Kaleidos healthcare providers and not entering into private contacts with Kaleidos healthcare providers, including not entering into private contacts with Kaleidos healthcare providers who are not your practitioner(s).

Collaboration and communication: You are encouraged to be open and honest.

Compliance with house rules: This may include adhering to visiting hours, smoking and drug and alcohol policies, and other institution-specific rules.



Safety: You contribute to a safe environment by not bringing dangerous objects and by reporting if they feel unsafe.

Responsibility for your own behavior: You are expected to take responsibility for your own behavior and its consequences.

The codes of conduct that Kaleidos employees must adhere to are:

Professionalism: Practitioners must behave professionally, act empathetically and without judgment, and always treat the client with respect.

Confidentiality: Treatment providers must protect the confidentiality of all information received from the client. Information may only be shared with the client's consent, such as during a meeting in a multidisciplinary meeting (MDO) of Kaleidos or for a consultation with a referrer/GP, except in cases where legislation requires otherwise.

Expertise and care: Practitioners are required to have expertise in their field and to continuously improve it. They must make careful considerations when drawing up a treatment plan.

Equal treatment: Treatment providers must treat every client without bias or discrimination, regardless of gender, origin, religion, or sexual orientation and gender identity.

Respecting boundaries: Practitioners must set professional boundaries and always maintain them. They must be aware of their influence within the treatment relationship and not abuse it.

Two-way communication: Practitioners should communicate openly and clearly with their clients, explain the treatment plan, and explain treatment options, risks, and possible outcomes.

3.6 Quality of our care

We always strive to provide you as our client with high-quality care. To this end, we are continuously developing, improving and evaluating our care and business operations. We do this using various quality instruments, including the solicited and unsolicited responses from you as our client.



Of course, we also work on the basis of the applicable laws and regulations, supplemented with the usual norms and standards within the mental health care sector. As a result of the high level of care, we are DEKRA certified in accordance with ISO 9001:2015. This means that we meet all of DEKRA's quality standards. In order to maintain this certification, the quality of our care and business operations is periodically tested by an independent classification body.

3.7 Complaints procedure

We do everything we can to make your treatment as good as possible and according to your wishes. If you are dissatisfied with something, it is possible for you as a client to submit a formal complaint to an independent complaints committee via Complaints Portal. Your complaint will then be discussed with the employee concerned and with the medical director of Kaleidos, after which appropriate action will be taken. The complaints procedure can be requested via our website www.kaleidos.nl or via info@kaleidos.nl.

3.8 Payment

Costs of generalist basic and specialist mental health care are usually reimbursed from your basic health insurance.

The treatments offered at Kaleidos are covered by the basic insurance if there is a (reimbursed) DSM-5 diagnosis. With a referral from your GP or other authorised healthcare provider, treatment at Kaleidos can be reimbursed. You do have to take the deductible into account. Kaleidos has contracts with all health insurers. For more information, see our website www.kaleidos.nl.

3.9 Cancellation and No Show Policy

To keep our care accessible to all our clients, clear agreements and good planning are very important.

That is why we ask you, if you cannot be present at an appointment, to inform us at least 24 hours before your appointment by telephone on weekdays on 020-7220229 and on weekends via info@kaleidos.nl. If you cancel an appointment less than 24 hours before your appointment for any reason or do not show up, we are forced to charge a No Show invoice. You cannot claim this invoice from your insurer and is therefore at your own expense. The current no-show rate will be published on www.kaleidos.nl (at the time of drafting this version of the general terms and conditions, the rate is 85 euros per appointment).



3.10 Payment term

The payment term for paying a No Show invoice is fourteen days.

3.11 Liability

Within Kaleidos we apply the usual Dutch laws and regulations regarding liability. For example, we cannot be held liable for loss or damage to your property. As a client within our mental health institution, you are also liable for damage that you may cause to other persons or property.

3.12 Unilateral amendment clause

Kaleidos is entitled to unilaterally change these General Terms and Conditions. If that is the case, Kaleidos will inform you of the changes by e-mail in a timely manner. There will be at least two weeks between this notification and the entry into force of the amended terms and conditions. A unilateral amendment clause will be carefully formulated and only used when it is reasonable and necessary for the provision of care.



Definitions

Treatment agreement: defined in the WGBO as an agreement in which the care provider undertakes to the client, or other client, to perform medical procedures that are directly related to the client. The treatment agreement applies between the mental healthcare institution and the client, or if the client is incapacitated, the client's legal representative(s).

It is not mandatory from the WGBO to conclude the agreement in writing. The general terms and conditions of care and the treatment plan together form the treatment agreement.

Treatment plan: a plan drawn up in consultation with the client in which the general data and image of the client, limitations, possibilities and wishes, goals, action plan, evaluation and report are discussed.

Client Council: the participation body that represents clients as a group in the joint boards of Kaleidos. The activities of the client council have their legal basis in the WMCZ Act.

Electronic Health Record: The electronic health record used by Kaleidos to store the data obtained in connection with the examination and treatment of the client, including the reports of each treatment session and evaluation. This concerns both self-collected data and data from third parties, such as correspondence and reports of previous care.

Complaints Committee: the committee that deals with complaint handling as laid down by law in the Complaints Right of Clients of Healthcare Institutions Act.

Declaration of consent: document linked to the conditions of care for the purpose of data exchange.

Referrer: the professional who, as a result of legal regulations or specific agreements, is authorised to refer clients to Kaleidos.

Representative: the client's representative as stipulated in Article 7:465 of the Dutch Civil Code.

Health insurer: the organisation that, pursuant to general law or a contractual obligation with the client, acts as the paying body for the care provided to the client. This concerns the health insurer with whom the client has taken out insurance for the care that falls under the Healthcare Insurance Act.



Abbreviations

- GDPR : General Data Protection Regulation
- EHR : Electronic Health Record
- ECB : European Certification Board
- KWZ : Quality Act for Healthcare Institutions
- WGBO : Medical Treatment Agreement Act
- WMCZ : Client Participation Act
- WBP : Personal Data Protection Act
- GGZ: mental health care

