

# **Temos International Healthcare Accreditation - TIHA -**

## **Terms and Conditions Quality in International Medical Travel Coordination**

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## 1. Purpose of Temos International Healthcare Accreditation (TIHA)

The purpose of the Temos accreditation is to neutrally assess, evaluate, and validate the quality of services, to identify potential for improvements, and to optimize medical care for patients as well as quality of services in the Applying Organization with the overall aim to assure continuum of care for patients.

For the participation in the Temos International Healthcare Accreditation (TIHA), the Applying Organization has to comply with the Accreditation Participation Requirements as stated in the standards' document and agrees to the terms and conditions set out below.

## 2. TIHA Participation Policy

TIHA participation is granted on the following basis:

- a. The participation is based on an ongoing three-year cycle. The Applying Organization acknowledges that Temos International allocates resources based upon Applying Organizations committing to the TIHA program for three years.
- b. The Applying Organization must pay the fees set out in the quotation and respective invoices. Upon acceptance of the quotation offered by Temos and order placement, the Applying Organization will receive an invoice for the pre-payment of the first installment as offered in the quotation. Payment shall be made within 10 days after receipt of the invoice.

In case of more than two payments have been agreed, the following installments are due according to the payment plan provided with the quotation and confirmed by the Applying Organization's order. The last installment will be sent to the Applying Organization within 14 days after the conclusion of the assessor's assessment. Payment shall be made within 10 days after receipt of the invoice.

Deviating payment plans are determined on an individual basis and defined in the quotation/order.

The accreditation report, and if the organization achieves (re-)accreditation, the Temos certificate is sent immediately to the Applying Organization as soon as the final payment has reached Temos accounts, the report has been approved by the Temos Medical Board, and the Applying Organization has completed the customer feedback (please see 5.a.).

In case of a "deferred award", all costs for the follow-up assessment have to be covered by the Applying Organization. This will be invoiced as part of the last rate/final invoice provided after the completion of the assessment.

The Applying Organization receives the assessors' report but not the certificate until the required evidence has been provided as defined in the final report. Evidence and a respective action plan have to be provided in writing and/or by another on-site follow-up visit to assure that the high-risk areas have been adequately addressed.

For the annual follow-ups and respective annual fees TIHA will advise of the date by which payment must be made; this will be at least six weeks before the payment is due.

- c. Temos International reserves the right to cancel or postpone assessments due to non-payment of fees and in other circumstances, it considers appropriate. Unforeseen reasons might occur making a postponement or even a cancellation necessary and may include but are not limited to:
- Unexpected changes in the governance and/or organization’s structure
  - Evidence that the Applying Organization is not ready for the assessment
  - (Changed) government regulations
  - Other emergencies

Cancellation and request for postponement due to any reasons cited above have to be communicated in writing as soon as practically possible. The cancellation or postponement of assessments is carried out on a case-by-case basis.

- d. Postponement fee

In rare circumstances, Temos may, at its discretion, approve a request to postpone an assessment not exceeding three months. In such cases, the organization may be charged a fee to defray costs, if applicable. In case of a re-accreditation, the status in the database is set to “re-accreditation pending”. Within 3 months the process has to be continued and completed accordingly.

- e. Cancellation fee

In case the Applying Organization cancels its application or its participation during the three-year cycle, pre-paid fees will not be refunded. Where there are unpaid fees in respect of the remainder of the accreditation period of three years, such fees will be payable in full by the Applying Organization.

- f. An organization with outstanding fees of more than three months shall have its accreditation status revoked. The status on the Temos website will be updated to “accreditation revoked” until the outstanding fees are balanced. Afterward, the organization’s details will be removed from the Temos International “Accredited Partner Guide” website. The organization is not allowed to use or display any of the TIHA award logos and certificates (including seals of the cooperation partner Diplomatic Council) on their website or any other materials.

### **3. Entitlements to TIHA Applying Organizations and Participants**

The TIHA Applying Organization is entitled to the following:

- a. Access to TIHA-related materials including standards, guides, and publications, access to the electronic Self-Evaluation Tool (SET) and Temos Accreditation Chart (TAC).
- b. Access to (technical) support and advice from Temos International on the TIHA program, the process, and in case of any technical problems that occur during the preparation phase.

- c. Receipt of an accreditation report summarizing the main findings, areas of best practice, areas where the TIHA standards were “partially met” or “not met” including opportunities for improvement (assessors’ recommendations), and the need for improvement (assessors’ demands).
- d. Upon receipt of the award of accreditation, the right to display TIHA logo(s) as well as Diplomatic Council logo(s), quality seal(s), and certificate(s) in electronic and paper versions, subject to Temos International usage policy.
- e. Access to the Temos Academy.

#### **4. Responsibilities of TIHA Applying Organizations and Participants**

The TIHA Applying Organization agrees to the following:

- a. To communicate in a proper and timely manner during the (re-)accreditation process.
- b. To provide accurate and truthful information at all times during the (re-)accreditation process.
- c. To provide all evidence, the TAC, the SET, and relevant accompanying documentation in English. For internally used documentation respective translations shall be assured for verification and validation.
- d. To notify Temos International as soon as possible of their intention to cancel or postpone the accreditation and to explicitly outline to Temos International why they are requesting to cancel or postpone the accreditation. Accreditations shall only be canceled on request from the Applying Organization’s CEO or equivalent. The rescheduling of an accreditation will be discussed and considered on an individual basis. The Applying Organization that requests postponement will be contacted by Temos International within 14 working days regarding their request.
- e. To submit post-assessment progress reports including respective evidence within six months after the assessment or as stated in the assessment report and to provide requested information and data during the annual follow-ups (1<sup>st</sup> AFU and 2<sup>nd</sup> AFU).
- f. To provide written notification to Temos International of any major change within 30 days of that change. Information that must be reported to Temos includes the following:
  - A change in the organization's name and/or ownership
  - Any change of governance
  - Any change of the contact information and/or contact persons
  - A significant increase or decrease in the volume of services
  - Any other important information that impacts the business operation

- g. The Applying Organization acknowledges that:
- Continuing accreditation status will be subject to the submission of progress reports and payment of relevant fees.
  - Where the Applying Organization is not awarded accreditation following the accreditation assessment, the costs of any additional assessment must be met by the Applying Organization.
- h. Temos International has the right to terminate the Participant's involvement and accreditation status by notice in writing to the organization in case of:
- The fees are more than 90 days in arrears of the stated payment date. In this case the organization will remain liable for any outstanding fee, regardless of when participation is canceled.
  - There is a change in the ownership or control of the organization that affects the organization's ability or willingness to meet the requirements of TIHA.
  - There is a significant failure in the standard of services provided by the organization.
  - The organization fails to comply with the TIHA standards.

## 5. TIHA Awards, Certificates, and Seals

Temos International is committed to improving its services. After the assessment, each organization is asked to complete an online questionnaire (TIHA Customer Feedback) on their experience with the accreditation process.

- a. In case of successful passing the accreditation program, Temos International will provide the accreditation report, the certificate(s), and seal(s) as soon as:
- The TIHA Customer Feedback has been completed; and
  - The Temos International accounting has confirmed the receipt of all accreditation-related fees.

The final report summarizes the demands and recommendations, and the time frame in which the respective points are to be realized and evidence is to be provided to Temos International. The progress report and further submitted material will be reviewed by Temos International staff. If there are any concerns about lack of progress or maintenance of the Temos Accreditation Standards, Temos CEO is involved to clarify the situation and further needed measures.

- b. In the case of a "deferred award", the awarding is subject to the submission of an action plan as part of the progress report and a follow-up will be necessary. The Applying Organization has to cover the costs (administration and assessor's fee) for the review of the progress report as well as for the follow-up report. The progress report and further submitted material will be reviewed by a Temos International assessor. If the progress report and action plan provide sufficient evidence that the demands in the deficient areas have been adequately addressed, this shall be reflected by the revised rating of the re-evaluated standards, and accreditation will be awarded as described in 5.a.

If the progress report and action plan do not provide sufficient evidence that the demands in the deficient areas have been adequately addressed, and the revised rating of the standards does not conclude to a different status, accreditation will not be awarded. The Applying Organization has then the ability to formally apply for a new accreditation process six (6) months after receipt of the final accreditation decision of not being awarded Temos accreditation. The applying organization has to cover the costs for the new application and accreditation process as stated in the Temos price list and respective quotation.

- c. In case of successful passing the accreditation program, Temos International will provide the accreditation report, the certificate(s), and seal(s) provided the following conditions are met:
- Subject to all relevant privacy legislation and regulations, Temos International may publicly disclose the accreditation status and details about the organization's services and contacts.
  - Temos International reserves the right to publish a public correction of any incorrect material that the organization publishes related to its Temos accreditation.
  - The Temos certificate(s) and seal(s) shall specify the particular accreditation program assessed and accredited.
  - Temos accreditation will only be granted to an organization that has all required licenses, authorities, and approvals, legally required to perform their designated activities. Accreditation may be suspended or canceled if any required license, authority, or approval is suspended or canceled.
  - The Temos certificate(s) and seal(s) and any TIHA signage shall remain the sole property of Temos International. Temos International provides each organization with an electronic version of the certificate(s) and seal(s) as well as three certificates (size A4) at the time of initial accreditation and every year after the annual follow-up invoicing. There is no charge for the certificates. Additional copies of certificates are available on request. The certificate(s), seal(s), and TIHA signage shall be held by the organization under the license of Temos International and may be recalled by Temos International for non-compliance with standards, non-payment of TIHA fees, termination of the accreditation program, or for any reasonable cause as determined by Temos International.
- d. Accreditation certificates must be returned or destroyed if:
- A new certificate is issued due to a change of the organization's name, location, or a clerical error on the original certificate.
  - The organization's certificate is withdrawn or denied for any reason.

## 6. Re-accreditation

Six months before the due date of the re-accreditation the organization is contacted by the Temos Headquarters or regional office and reminded of the due re-accreditation. In case

of the organization wishes to apply for the re-accreditation, the respective process is started. A three (3) months period is the maximum delay for the renewal after the certificate is expired. If there is more than a three (3) months delay, the organization is considered as first accreditation and not as re-accreditation.

## **7. Scientific publications**

Subject to all relevant privacy legislation and regulations and ensuring confidentiality and data protection Temos International GmbH is entitled to scientifically analyze and publish data which are raised within the scope of the evaluations. Data which allows conclusion to its source according to the identity of the accredited institution may not be published without prior explicit approval of the institution, which shall not be denied unreasonably.

## **8. Warranty, Liability, and Dispute Resolution**

### **a. Warranty and liability**

Temos International warrants conducting the assessments in compliance with applicable scientific standards. The Applying Organization warrants to fulfill its duties of cooperation in proper form and not to fall below the accredited standard during the validity period of certificate. In case of shortfall, the Applying Organization is obliged to immediately inform Temos International GmbH in writing or via email about the respective changes.

For cases of malpractice, accidents, and any other incidents caused by the Applying Organization or its internal or external staff members/cooperating partners and where patients, relatives, employees, or any other visitors suffer damage Temos International GmbH does not take any responsibility and excludes any liability. The organization must have respective protective measures and adequate insurances in place.

The liability of Temos International GmbH for malpractice, accidents, and any other incidents caused by Temos International GmbH shall, except in cases of willful misconduct or gross negligence, be limited to an amount equal to the accreditation fee (including VAT). The provisions of this point 8.a. shall not apply with respect to our liability for personal injury.

### **b. Complaints**

The organization might complain verbally or in writing by using the TIHA customer feedback form or “FCD\_FCU\_002\_Temos Complaint Form”, via the contact form on the Temos website or email. They will be processed according to the Temos International complaints management system.

Details are described in the SOP\_CRM\_001\_Management of Temos customer requests, inquiries, and complaints.

### **c. Appeal**

If there is dissatisfaction with the final report or award decision, the organization has the right to appeal within 28 days of receiving the final award decision, clearly outlining the reasons why it disagrees with the decision. The revision request must



be accompanied by appropriate data, information, and/or other evidence to support the request.

The appeal will be independent of any other process.

Reasons for appeal are:

- Relevant or significant evidence was not properly considered, or was interpreted incorrectly;
- Inappropriate weighting was given to the evidence; or
- The original decision-making process was inconsistent with the published award criteria.

The appeal will be considered within one month of the written request being received by the Temos Chief Executive Officer (CEO).

The appeal panel will consist of three members:

- A member of the Temos Medical Board who will chair the appeal panel;
- Two independent experts, who have not been involved in the assessment.

The appeal panel's decision is shared with the Temos Medical Board. If the appeal results in a recommended change in award status, the decision must be endorsed by the Temos Medical Board. This confirmed decision is the final and binding decision; no further objection will be accepted.

## **9. Confidentiality**

In the frame of the TIHA process, Temos International might get insight into and receive confidential information about the organization or develop confidential information about the organization.

According to the European regulation GDPR all Temos International employees, regional offices, and assessors sign a confidentiality and privacy agreement with Temos International to ensure that personal data as part of their job as a Temos assessor, employee, or regional partner in connection with the preparation, performance, and post-processing of Temos assessments has to be protected and maintained in confidentiality.

Each party shall promptly advise the other in writing of any disclosure, misappropriation, or misuse of confidential information by any person as soon as practicable after it becomes aware of such disclosure, misappropriation, or misuse.

## **10. Place of Performance and Application Law**

- a. The place of performance of any obligation of Temos International shall be its domicile.
- b. The content of this document shall be exclusively construed under the laws of the Federal Republic of Germany. The application of international treaties concerning the international sale of goods as well as the law of conflict of laws shall be excluded.

- c. Any and all disputes, controversies, or questions which might arise between the organization and Temos International in connection with or out of this agreement, or its interpretation or compliance or non-compliance thereof, or the performance or non-performance of any obligation or right under the terms and provisions of this document, which cannot be settled amicably by the organization and Temos International, shall be exclusively and finally settled by a court of arbitration of Germany, according to its applicable rules of conciliation and arbitration. The place of jurisdiction shall be Germany. The language of arbitration shall be German.

Temos HQ, September 2023