



# Temos

Trust • effective medicine • optimized services

# Temos International Healthcare Accreditation - TIHA -

## Terms and Conditions

Version 11.1 - April 2024

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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 medical and non-medical services, to identify potential for improvements and to optimize medical quality 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 the Applying Organization's 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. In case of the Applying Organization wishes Temos to organize the travel for the assessors, the payment includes the estimated travel costs of the assessors. The payment shall be made within 10 days after receipt of the invoice. The accreditation fee is based on the size of the organization and the number of assessors and days required to conduct the on-site inspection.

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 assessors' on-site visit. 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 assessors' accreditation onsite visit.

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 must be provided in written 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 scheduled on-site 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 on-site assessment
- A natural disaster that totally or substantially disrupts operations
- The organization is involved in a major strike or has no patients
- Patients, the organization, or both are being moved to another building during the scheduled assessment visit
- Wars
- Terrorism
- Pandemics
- (Changed) government regulations
- Civil disorders
- Other emergencies of a similar nature

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 on-site assessments is carried out on a case-by-case basis. Please see 4.g.

- d. Postponement fee

In rare circumstances, Temos may, at its discretion, approve a request to postpone an on-site assessment not exceeding three months. In such cases, the organization may be charged a fee to defray costs, e.g., due to already booked flights, accommodation, and other applicable arose costs. 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, the on-site assessment, 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 Applying Organization is entitled to the following:

- a. Access to TIHA-related materials including standards, guides, and publications, access to the electronic self-evaluation tools (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. Access to a technical review. The Applying Organization shall complete its SET, the TAC, and provide supporting evidence at least six weeks in advance of the (on-site) assessment. This review is done by the Temos assessors that are scheduled for the on-site assessment and includes a review regarding the completeness of the submitted documents as well as traceability and intelligibility of the submitted documents. It does not include the assessment of the level of achievement demonstrated by the submitted documentation.
- d. On-site visit of the Temos assessors as stated in the quotation and order.
- e. 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).
- f. 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 version, subject to Temos International usage policy.
- g. Access to the Temos Academy.

### **4. Responsibilities of TIHA Applying Organization**

The 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, SET, and relevant accompanying documentation in English. For internally used documentation respective translations shall be assured for verification and validation.
- d. To agree and adhere to a mutually agreed path relating to the key dates of the TIHA process based on the Applying Organization's desired on-site assessment dates as stated in the order and defined individually after the start of the (re-)accreditation process.
- e. To review the assessor allocations for the assessors' team and to provide a rationale to Temos International in case of a veto for a proposed assessors' team member. The document "Assessors' Approval Form" shall be used for this procedure.
- f. To support booking of flights, accommodation, and transportation for the Temos assessors' team:  
Within flight distances < 6 hours, economy class flights are to be booked. For flights distances > 6 hours business class flights are to be booked for the Temos assessors. The booking of the flights can be done by the Applying Organization in consultation with Temos Headquarters or directly by Temos Headquarters. For the latter, Temos will invoice the estimated costs in addition to the applying deposit.
- In case of on-site assessments where the Applying Organization is booking the flights for the Temos assessors, to discuss and agree on suitable flights (to reduce travel time, the number of connecting flights, and the like).
  - In case of on-site assessments where Temos International is booking the flights for the Temos assessors, to review and confirm the flight options. Temos International will invoice the estimated flight costs as part of the pre-payment (please see 2.b.) and will offset the costs against the paid amount in the final invoice.
  - To book accommodation including breakfast – or where applicable half board or full board - for all assessors for the duration of the on-site assessment plus travel days.
  - To reimburse additional expenses incurred by the assessors during the on-site assessment including travel, visa, transportation in the home and destination country as well as meals (full board). These costs will be added in Euro to the final invoice and a copy of the receipts will be provided to the Participant on request.
- g. 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 on-site visit where specific dates have been requested will be discussed and considered on an individual basis. The Applying Organization that requests postponement of a scheduled on-site assessment will be contacted by Temos International within 14 working days regarding their request. In case of a successful request for postponement, Temos International will contact the Applying Organization with the new on-site assessment dates.

- h. In case of cancellation or postponement of a scheduled on-site assessment, to pay any outstanding (annual) fees and to cover any incurred costs such as flight costs for the Temos assessors if Temos International has already booked flights based on the agreed on-site assessment days.
- i. To submit post-assessment progress reports including respective evidence within six months after the on-site assessment or as stated in the assessment report and to grant access to the organization's premises in case a follow-up visit has been agreed upon.
- j. To provide the requested information and data during the annual follow-ups (1<sup>st</sup> AFU and 2<sup>nd</sup> AFU).
- k. 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 organization 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
  - The addition of new type(s) of health service or acquisition
  - The termination of any existing health service
  - A significantly altered building
  - Any other important information that impacts the business operation and/or delivery of patient services
- l. To communicate all sentinel events to Temos within fourteen days of the event or becoming aware of the event. All events must be assessed by a root cause analysis or similar analyzing tool to have a clear understanding of contributing factors behind the system gaps. The analysis and action must be completed within 45 days of the event or becoming aware of the event.
- m. The Applying Organization and Participant acknowledge that:
  - Continuing accreditation status will be subject to the submission of progress reports (please see 4.i.) 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 (please see 2.b, 5.a.).
- n. Temos International has the right to terminate the organization'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 which 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 (on-site) assessment each organization is asked to complete an online questionnaire (TIHA Customer Feedback) on their experience with the accreditation process.

- 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 Applying Organization provides evidence about the changes in the frame of a progress report.

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, the Temos Medical Board will be informed and may request an independent review of the Applying Organization.

- In the case of a “deferred award”, the awarding is subject to the submission of an action plan (actions already taken and/or planned actions) as part of the progress report and a follow-up on-site visit might be necessary. The Applying Organization must cover the costs (administration, travel expenses, accommodation, assessor’s fee, and other expenses where applicable) for the review of the progress report as well as for the follow-up visit (please see 2.b.).

The progress report and further submitted material will be reviewed by a Temos International assessor.

If the progress report and action plan (and the follow-up on-site visit – where applicable) provide sufficient evidence that the demands at 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 (and the follow-up on-site visit – where applicable) do not provide sufficient evidence that the demands at 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 the 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

Nine to six months before the due date of the re-accreditation the organization is contacted by the Temos Headquarters or regional office and reminded on 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 that are raised within the scope of the evaluations. Data that allows a conclusion to its source according to the identity of the accredited institution may not be published without the 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 the certificate. In case of a shortfall, the Applying Organization is obliged to immediately inform Temos International GmbH in writing or by 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.

All Temos assessors sign a confidentiality agreement also with the Applying Organization to ensure that all information accessed remains confidential and secure.

Privacy legislation differs across jurisdictions and it is not possible to generalize the requirements to comply with all privacy statements. Temos International strongly encourages the Applying Organization to include wording in their staff and client consent forms, privacy policies, and other relevant documentation notifying them that their information may be accessed by organizations, such as Temos International, for the purpose of accreditation activities.

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, August 2023