

# **Temos International Healthcare Accreditation**

## **Terms and Conditions Certificate of Compliance: COVID-19 Safe Program**

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## 1. Purpose of Temos Certification

The purpose of the Temos certification is to neutrally assess, evaluate and validate compliance with Temos standards.

For the participation in the Temos Certification the Applying Organization has to comply with the Participation Requirements 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 two-year cycle. The Applying Organization acknowledges that Temos International allocates resources based upon Applying Organizations committing to the Certification program for two 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 fees which is 50 % of the certification fee (in Euro). Payment shall be made within 30 days after receipt of the invoice. The certification fee is based on the size of the organization and the number of assessors and days required conducting the desktop inspection.  
A second invoice of 50 % will be sent to the Applying Organization within 7 days after the conclusion of the assessment. Payment shall be made within 30 days after receipt of the invoice. The certification report, and if the organization achieves certification, the Temos certificate is sent immediately to the Applying Organization as soon as the final payment has reached Temos accounts and the report has been approved by the Temos Board.  
For the annual follow-up 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 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
  - Natural disaster that totally or substantially disrupts operations
  - Wars
  - Terrorism
  - 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 assessments is carried out on a case by case basis.

- d. Cancellation fee  
In case the Applying Organization cancels its application or its participation during the two-year cycle, pre-paid fees will not be refunded. Where there are unpaid fees in respect

of the remainder of the certification period of two years, such fees will be payable in full by the Applying Organization.

- e. An organization with outstanding fees of more than three months shall have their certification status revoked. The status on the Temos website will be updated to “certification revoked” until the outstanding fees are balanced. Afterwards, the organization’s details will be removed from the Temos International website. The organization is not allowed to use or display any of the TIHA award logos and certificates on their website or any other materials.

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

The TIHA Applying Organization and Participant are entitled to the following:

- a. Access to TIHA related materials including standards, guides, and publications, access to the electronic self-evaluation tools and Temos Certification Chart (TCC).
- b. Access to (technical) support and advice from Temos International on the Certification 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 self-evaluation tool, the TCC and supporting evidence. This review is done by the Temos assessor that is scheduled for the assessment and includes 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. Desktop assessment including interviews by the Temos assessor as stated in the quotation and order with the aim to evaluating achievement of compliance with the Temos standards.
- e. Receipt of a certification report summarizing the main findings, where the standards were “partially met” or “not met” including opportunities for improvement (assessors’ recommendations) the need for improvement (assessors’ demands).
- f. Upon receipt of the award of certification, the right to display TIHA logo, quality seal, and certificate in electronic and paper version, subject to Temos International usage policy.

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

The Applying Organization and Participant agree to the following:

- a. To communicate in a proper and timely manner during the certification process.
- b. To provide accurate and truthful information at all times in the certification process.

- c. To provide all evidence, the TCC, self-evaluations and relevant accompanying documentation in English. For internally used documentation respective translations shall be assured for verification and validation.
- d. 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-up (AQ).
- e. 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 the contact information and/or contact persons
  - The addition or termination of new type(s) of health service or acquisition
  - A significantly altered building
  - Any other important information that impacts the business operation and/or delivery of patient services
- f. Temos International has the right to terminate the Participant's involvement and certification 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 Temos standards.
  - There is a significant failure in the standard of services provided by the organization.
  - The organization fails to comply with the Temos 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 certification process.

- a. In case of successful passing the certification program, Temos International will provide the certification 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 certification-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. Where applicable and in case of the certificate was awarded "under reservation" a follow-up might be necessary. The Applying Organization has to cover the costs for the follow-up.

- b. In case of successful passing the certification program, Temos International will provide the certification report, the certificate and seal provided the following conditions are met:
- Subject to all relevant privacy legislation and regulations, Temos International may publicly disclose the certification 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 certification.
  - The Temos certificate and seal shall specify the particular certification program assessed and accredited.
  - Temos certification will only be granted to an organization that has all required licenses, authorities, and approvals, legally required to perform their designated activities. Certification may be suspended or cancelled if any required license, authority or approval is suspended or cancelled.
  - The Temos certificate and seal and any TIHA signage shall remain the sole property of Temos International. Temos International provides each organization with three certificates (size A4) at the time of initial certification and after one year after the annual follow up invoicing. There is no charge for the certificates. Additional copies of certificates are available on request. The certificate, seal 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 certification program or for any reasonable cause as determined by Temos International.
- c. Certification 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- certification

Six months before the due date of the re- certification the organization is contacted by the Temos Headquarters or regional office and reminded on the due re- certification. In case of the organization wishes to apply for the re-certification, 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 certification and not as re- certification.

## 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 certified 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 required in connection with its "Certificate of Compliance: COVID-19 Program" in compliance with applicable scientific standards, current at the time of the evaluation. The Applying Organization warrants to fulfill its duties of cooperation in proper form and not to fall below the certified standards during the validity period of certificate. In case of shortfall, the Applying Organization is obliged to immediately inform Temos International GmbH in writing or per 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 certification fee (including VAT). Temos has no liability and does not offer any warranty to any organization or individual that relied on the "Standards Only" option and did not engage Temos in the certification process or pay any fee to Temos for certification.

### b. Complaints

Formal complaints to Temos International must be expressed in writing. They will be processed according to the Temos International complaints management system.

### c. Appeal

It is expected that the Temos International quality assurance process ensures accuracy and consistency and that there is no need to demand an appeal from Applying Organization's side. However, if there is dissatisfaction with the certification decision, the Applying Organization has the right to appeal within 21 days of receipt of the assessment report including the final decision, clearly outlining the grounds for appeal and the reasons why they disagree with the decision.

All appeals must be addressed to the Chief Executive Officer (CEO). The revision request has to be accompanied by appropriate data, information and/or photos to support the request.

The Temos International CEO considers this request for revision together with the Temos Board and makes the final decision within one month.

## 9. Confidentiality

In the frame of the certification process, Temos international might get insight into and receive confidential information of 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, non- disclosure 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.

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 certification 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.

01 May 2020