



The International Society for Quality in Health Care Inc

ISQua International Accreditation Program (IIAP)

Participation Terms and Conditions

IIAP participation is conditional upon the accreditation/external evaluation agency ("IIAP Participant") agreeing to be bound by the terms and conditions set out below.

1. ISQua IIAP participation policy

IIAP participation is granted on the following basis:

- The IIAP participation period is four years. The IIAP Participant acknowledges that ISQua allocates resources based upon participants committing to the program for four years.
- The IIAP Participant must pay the IIAP fees set out in the schedule of IIAP participation fees, published by ISQua from time to time. The IIAP participation fees will be invoiced in four proportionate annual installments, in advance and payable within 30 days of receipt of an invoice from ISQua. The annual installment may be subject to an increase as determined by the Executive Board of ISQua.
- The four year IIAP fee is non-refundable upon cancellation of the accreditation status or ISQua IIAP participation.
- For the avoidance of doubt and by way of example, if the IIAP Participant cancels ISQua IIAP participation during the four year period, prepaid fees for the remainder of the participation period will not be refunded. Where there are unpaid annual installments in respect of the remainder of the participation period, such fees will be payable by the IIAP Participant within 30 days of receipt of an invoice from ISQua.

2. IIAP Participant's Entitlements

The IIAP Participant is entitled to the following:

- Support from ISQua as determined by time to time by ISQua;
- Access to material determined from time to time by ISQua, including all ISQua guides and publications associated with accreditation services;
- The right to display ISQua accreditation sign(s) and certificate(s), and any approved use of the ISQua logo subject to ISQua's branding guidelines and usage policy.

3. IIAP Participant's Responsibilities

The IIAP Participant agrees:

- To co-operate fully with ISQua and its assessors/surveyors.
- To grant to ISQua access to records including any relevant evidence of quality activities of the IIAP Participant during the organization survey.
- To undertake (unless otherwise agreed to by ISQua) the ISQua service applied for, within two years of entering into the IIAP, or forfeit the fees already paid.
- For the organization survey, to meet the costs associated with the visit, including the travel and accommodation of the survey team.

- To provide written notification to ISQua of any change of ownership or control of the IIAP Participant and/or any major changes to services, within 60 days of that change.

The IIAP Participant acknowledges that:

- Once the IIAP Participant has been awarded ISQua Accreditation, for either standards or organization performance, continuing IIAP participation is a condition of maintaining the accreditation status.
- Where the IIAP Participant is not awarded accreditation following a survey, the costs of any additional survey during the same period of IIAP participation must be met by the IIAP Participant.
- All requests to defer an ISQua service must be in writing. If the deferral period extends beyond the current period of accreditation, the IIAP Participant understands they may have a period of time without accreditation status. Third party bodies may be made aware of this by ISQua.
- ISQua has the right to terminate the IIAP Participant's involvement and accreditation status by notice in writing to the IIAP Participant in the event that:
 - ISQua has its funding withdrawn or substantially reduced;
 - the IIAP Participant's fees are more than 3 months in arrears. In which case the IIAP Participant will remain liable for any outstanding portion of the four year IIAP fee, regardless of when participation is cancelled. Outstanding fees will be calculated based on the number of annual installments at the date when notification of cancellation was made by ISQua to the IIAP Participant; or
 - there is a change in the ownership or control of the IIAP Participant that affects the Participant's ability or willingness to meet the requirements of ISQua accreditation.
- ISQua may at any time assign its rights under these Terms and Conditions and the IIAP to a third party, Provided that ISQua shall provide written notice of any such assignment to the IIAP Participant.
- ISQua may at any time vary any of these Terms and Conditions including the amount of the IIAP fees or any installment thereof, by notice in writing to the IIAP Participant.
- The relationship between ISQua and the IIAP Participant shall to the full extent permissible be governed by the laws of Victoria, Australia, or such other jurisdiction as nominated in writing by ISQua from time to time.

4. ISQua Accreditation

Where ISQua accreditation is granted to the IIAP Participant, the Executive Board of ISQua will issue a Certificate of ISQua Accreditation to the IIAP Participant provided that the IIAP Participant complies with the following:

- **Disclosure**
Subject to all relevant privacy legislation and regulations, ISQua, may publicly disclose that the IIAP Participant is an IIAP participant and full details of the accreditation status of the IIAP Participant. ISQua may publish de-identified aggregated data from ISQua assessments and surveys for the purpose of encouraging improvement in the quality of care.

- **Corrections**

ISQua reserves the right to publish a public correction of any incorrect material that the IIAP Participant publishes related to its participation in IIAP.

- **Services surveyed**

The ISQua Certificate(s) of Accreditation will specify the particular services surveyed and accredited and the Certificate(s) of Accreditation shall be limited to those services specified. ISQua has the right to refuse accreditation in respect of any particular service offered by the IIAP Participant.

- **Licences, Authorities and Approvals**

ISQua accreditation will only be granted to an IIAP Participant that has all required licences, authorities and approvals, legally required to perform their designated activities. Accreditation will be suspended or cancelled if any required licence, authority or approval is suspended or cancelled.

- **Certificates**

The ISQua Certificate(s) of Accreditation and any ISQua signage shall remain the sole property of ISQua. The Certificate(s) and ISQua signage shall be held by the IIAP Participant under the licence of ISQua and may be recalled by ISQua for non-compliance with standards, non-payment of IIAP fees, termination of IIAP participation or for any reasonable cause as determined by ISQua. The IIAP Participant must promptly surrender the Certificate(s) and ISQua signage upon request.

5. Dispute Resolution

If there is concern about any aspect of the findings by ISQua following any of the ISQua services, there are a number of dispute mechanisms available.

a) Complaints

Formal complaints to ISQua must be in writing. They will be processed according to ISQua complaints management system. Please contact ISQua for more information.

b) Appeals

- Current financial IIAP Participants may appeal in writing against an accreditation decision. The rights of appeal are set out in full in ISQua's *Appeal Process* document which is available from ISQua upon request. That document forms part of the agreement between ISQua and the accreditation/external evaluation agencies who apply for ISQua accreditation. The information below is a summary only.
- All appeals must be addressed to the Chief Executive of ISQua within 28 days of receipt of written advice of the accreditation decision. Supporting documentation must be lodged within a further 28 days.
- An appeal may be made on one or more of the following grounds:
 - an error occurred in the making of the accreditation decision or the process leading to that decision;

- relevant and significant evidence:
 - i. was not properly considered; or
 - ii. was incorrectly interpreted,
 in the making of the original accreditation decision or the process leading to that decision;
 - inappropriate weighting was given to evidence used in the making of the original accreditation decision or in the process leading to that decision;
 - the reasons provided for the accreditation decision are inconsistent with the evidence upon which that decision was made.
- Any costs of the appeal process shall be borne by the IIAP Participant unless otherwise determined by the ISQua Executive Board. The appeal fee (as notified by ISQua) is to be paid when lodging the appeal notification.
 - ISQua's Accreditation Council shall have sole discretion to determine the method of hearing any appeal.
 - The appeal decisions of the ISQua Executive Board shall be final.

Confidentiality

All ISQua Staff (including assessors/surveyors) sign a Confidentiality Agreement with ISQua to ensure that all information accessed / sighted / described remains confidential and secure to the accreditation IIAP Participant.

6. Privacy

As part of the survey process, ISQua surveyors review randomly selected employee and customer records when visiting the IIAP Participant. The aim is to ensure that records are adequately kept in accordance with both legislative requirements and good management practice principles.

ISQua is aware that privacy implications may arise from its need to access personal records for accreditation purposes. Similarly, the IIAP Participant needs to provide ISQua and its' surveyors access to personal records without breaching their privacy obligations.

Privacy legislation and guidelines differ across jurisdictions and it is not possible to generalize the requirements to comply with all privacy requirements. ISQua therefore strongly encourages participants to include wording in their employee and customer consent forms, privacy policies and other relevant patient documentation notifying them that their information may be accessed by organizations such as the ISQua for the purpose of accreditation activities.

7. Disclaimer

ISQua or any person acting on behalf of ISQua shall not be liable for any loss or damage suffered by an IIAP Participant as a result of an act or thing done or said or report made.

International Society for Quality in Health Care

Address: 212 Clarendon Street, East Melbourne, Victoria 3002, Australia

Tel + 61 3 9417 6971 Fax + 61 3 9417 6851 e-mail: isqua@isqua.org

ISQua will use information collected from you in accordance with the ISQua IIAP Participation Terms and Conditions including for the purposes of supplying services to you and undertaking activities that are consistent with the aims and objectives of ISQua. ISQua may also use the information in the future to advise you of ISQua initiatives and updates. You may request access to personal information the ISQua holds about you (if any) and ISQua will grant access. You may also request that information about you be corrected if you think that it is not accurate.

If you wish to request access, do not wish to receive further communication from ISQua or would like further information please contact ISQua on + 61 3 9417 6971 or email isqua@isqua.org
