Quality Innovation Performance Limited
ABN 34 161 364 441

Accreditation Program Service Agreement – Podiatry

1. Introduction

Quality Innovation Performance (QIP) is committed to providing outstanding customer service to its clients and to ensuring that its accreditation program, while maintaining rigour, remains un-complicated and meets clients’ needs and expectation.

QIP promises to deliver quality accreditation that adds exceptional value to practices in terms of time, resources and personalised support.

QIP is dedicated to working with the profession to ensure its accreditation program remains relevant, and to support podiatry practices to provide the highest quality care and safest outcomes for their patients.

QIP accreditation involves a thorough desktop audit of a practice’s systems, processes and equipment against the National Safety and Quality Health Service (NSQHS) Standards applicable to podiatry, developed by the Australian Commission on Safety and Quality in Health Care. Practice participation in accreditation is to be commended: it demonstrates a commitment to improving practice efficiency, providing quality podiatry care and continuous quality improvement.

QIP and its staff have a first-hand understanding of what it is like to undergo accreditation as the organisation is itself accredited by a leading international health care accreditation agency - the International Society for Quality in Health Care (ISQua). This is a rigorous accreditation process, and ensures the service and accreditation provided by QIP remains of an international standard.

The Accreditation Program Service Agreement - Podiatry is a standard agreement that is provided to QIP’s clients.
1.1 Purpose of Agreement
This service agreement outlines the responsibilities of QIP and the Practice during the accreditation process. The Practice entering into this agreement is the Practice noted in the practice profile on QIP’s website.

1.2 Client Portal
QIP provides the Practice with access to a secure online accreditation tool - AccreditationPro. The portal is used to provide information about accreditation and assist with self-assessment by guiding practices through the accreditation process.

1.3 Program Components
1.3.1 Podiatry Practice Accreditation (PPA) will provide Practices with three years accreditation from the date accreditation is awarded.

1.3.2 The Practice is required to complete a self-assessment against the NSQHS Standards applicable to podiatry, and provide documentary evidence demonstrating compliance. The principal podiatrist of the Practice also certifies compliance with the NSQHS Standards by submitting a statement of compliance to QIP.

1.3.3 The Practice registered for PPA must complete their self-assessment within one (1) year of their date of registration.

1.3.4 Once during the cycle, auditors conduct a desktop audit of the Practice’s self-assessment submitted to QIP. Where the auditor identifies non-compliance with the Standards, information about the non-compliance will be provided to the Practice for comment and appropriate action.

1.3.5 The accreditation decision is made by an authorised QIP decision-maker. Accreditation decision-makers are independent of the Practice and the auditor.

1.3.6 The accredited Practice must maintain compliance with the NSQHS Standards during the period of accreditation.

1.3.7 The accredited Practice must submit a mid-cycle progress report against the Practice’s improvement plan 18 months from the date of commencement of their current period of accreditation.

1.4 Accreditation Decisions
Following analysis of the auditor’s assessment, the Practice will be awarded one of two accreditation decisions: Accredited or Not Accredited.
1.5 **Appealing an Accreditation Decision**

1.5.1 If the Practice has not been granted QIP accreditation, it may seek a review of the decision by sending to QIP, within 28 business days of the date of the decision, a written review request setting out details of the grounds upon which a review is sought.

1.5.2 QIP will provide a written response to the review request within 28 business days of receipt of a review request. If QIP does not approve the Practice’s accreditation, the Practice can appeal a decision not to accredit. Appeals are considered by the QIP Accreditation Decision Panel; QIP may second a representative from the Australasian Podiatry Council (APodC) to assist the appeal process.

1.6 **Accreditation Certificate and Symbol**

1.6.1 When the Practice achieves QIP accreditation it will be issued with a framed Accreditation Certificate and an Accreditation Kit containing materials to assist the Practice in promoting its status as a QIP accredited Practice.

1.6.2 The Certificate indicates the name of the Practice, effective date and duration of accreditation.

1.6.3 The certificate promotes a Practice’s accreditation under Podiatry Practice Accreditation, and as being valid for three years.

1.6.4 For so long as a Practice has QIP accreditation, QIP grants the Practice a non-exclusive licence to use QIP’s accredited practice symbol as shown on QIP’s website in the section entitled “Approved Accredited Symbol” (“the accreditation symbol”), in accordance with the Guidelines for correct use.

1.6.5 QIP retains ownership of all intellectual property (including but not limited to copyright) in the accreditation symbol.

1.7 **Withdrawal**

1.7.1 If the Practice encounters major challenges in complying with the overall timeline and accreditation process, the Practice must inform the QIP Client Liaison Officer of its concerns and discuss pending issues and possible options before considering withdrawal from the accreditation program.

1.7.2 If the Practice withdraws from the accreditation program, QIP will confirm in writing, the Practice’s status and the date from which the Practice will no longer be recognised as “registered” or “accredited”, as the case may be. QIP will advise APodC of the Practice’s withdrawal from the accreditation program.
1.8  **Accreditation Validity**

1.8.1 At QIP we take our responsibilities seriously. When we award accreditation to a practice, we must be confident that the practice has a high degree of safety and quality as prescribed by the standards.

1.8.2 That is why the concept of a mid-cycle review process has been implemented, ensuring a continued validity of compliance against the NSQHS Standards, as applied to the profession.

2.  **QIP Responsibilities**

2.1 QIP is committed to working closely with the Practice as it integrates accreditation into its day-to-day business operations. This includes the provision of:

a) Personal support and a responsive service throughout the accreditation cycle from a dedicated Client Liaison Officer assigned to the Practice by QIP

b) An un-complicated accreditation program and process

c) Access to the accreditation standards

d) Access to an online tool to guide the Practice through the accreditation process

e) Timely communication about the desktop audit process

f) Timely communication of the accreditation decision after the desktop audit

g) An accreditation report summarising the accreditation decision, key findings, strengths and areas for improvement

h) In case of a “Not Accredited” decision: timely review of the material elicited during a reconsideration

i) In case of a “Non Accredited” decision: timely communication of the accreditation decision once the reconsideration has been completed

j) An opportunity for the Practice to provide input on how QIP may improve the accreditation process

k) Regular updates about changes to the accreditation program and processes, through the website and/or by email.
3. **Practice Responsibilities**

3.1 As part of its commitment to quality improvement and patient safety, the Practice agrees to:

   a) Identify an Accreditation co-ordinator to liaise with QIP’s Client Liaison Officer
   
   b) Complete the self-assessment within the agreed upon timelines
   
   c) Assist the QIP Client Liaison Officer during the desktop audit by providing the relevant records and data in compliance with Federal and State privacy legislation (as appropriate)
   
   d) Respond in a timely manner to requests for information from the QIP Client Liaison Officer about issues or concerns, including potential instances of non-compliance
   
   e) Permit QIP to use and share aggregated de-identified accreditation results data collected during the accreditation process, in accordance with Section 5 of this agreement
   
   f) Permit QIP to publish the name and location of the Practice on QIP’s website upon the Practice gaining accreditation
   
   g) Permit APodC to publish the name and location of the Practice on APodC’s website upon the Practice gaining accreditation
   
   h) Use QIP resource materials and systems only for internal purposes related to the accreditation process
   
   i) Communicate its accreditation status to the community it serves and any relevant stakeholders
   
   j) Advise QIP immediately of any information it obtains which may be relevant to whether the Practice continues to comply with the Standards.
   
   k) Update the Practice details on the client portal to verify that it continues to meet the Standards under which it was accredited (as updated from time to time)
   
   l) Advise QIP in writing at least 28 business days before any:

      i. change in the premises of the Practice, and/or
      
      ii. change in ownership of the Practice (including change in ownership of any entity with any interest in the Practice), and/or
      
      iii. changes in key staff
   
   m) Pay the accreditation fee at the point of registration (see Section 4).
3.2 The accredited Practice agrees to:
   a) claim accreditation only for the Practice that has been granted accreditation
   b) accurately promote its accreditation status in promotional documents, brochures and advertising materials
   c) ensure that accreditation certificates, symbols, decals and reports are used in an appropriate manner and in accordance with QIP guidelines
   d) immediately notify QIP in writing of any infringement or possible infringement or of any actions or claims in relation to the use of the accreditation symbol
   e) indemnify and keep QIP indemnified against any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs (including solicitor and client costs), charges and expenses arising out of the Practice’s use of the accreditation logo
   f) cease promoting its accreditation status following expiration or termination
   g) cease displaying the QIP accreditation symbol and return all unused material, signs or display material to QIP if QIP accreditation expires or is terminated.

4. Fees and Expenses

4.1 As part of its commitment to quality improvement and patient safety, the Practice agrees to:
   a) Pay an accreditation fee upon registration to participate in the PPA. The accreditation fee covers the cost of the desktop audit, the mid-cycle review and the cost of the activities involved in operating the accreditation program such as accreditation support, product and service enhancements and overheads.

4.2 Additional fees apply in the following circumstances:
   a) If a re-accreditation desktop audit is required as part of the accreditation decision conditions, a re-accreditation fee is applicable
   b) If a practice’s registration period expires (i.e. one year from the date of registration) and the practice has to re-register to complete the accreditation process to enable them to attain accreditation.
4.3 Once a practice has registered and accessed AccreditationPro and/or other resource documentation, no refund of the accreditation fee will be made.

4.4 QIP will provide the Practice with a tax invoice receipt.

4.5 QIP is not obliged to take any action until the applicable accreditation fee is paid.

4.6 QIP will review the fees on an annual basis and may increase the relevant fees to reflect rising costs in the accreditation program, and will advise the Practice in writing accordingly.

5. **Accreditation Data**

5.1 As part of the accreditation process, QIP collects data and information from all of its practices. This includes data submitted as part of completing the self-assessment, performance measure, client experience data, mid-cycle review data, follow-up on findings, and feedback provided in response to information requests from QIP.

5.2 QIP provides de-identified aggregated data to various Commonwealth, State and Territory government bodies in the usual course of business.

5.3 QIP may release aggregated data that does not identify individual practices that use QIP’s services to the public for use as statistics concerning podiatry practices.

5.4 QIP may release aggregated publicly available identifiable data to Primary Health Networks (or their superseding parties) in order for these organisations to support Practices in the delivery of quality podiatry services. The Practice can withdraw this consent, in writing, at any time.

6. **Patient Confidentiality and Privacy**

6.1 QIP will take all steps reasonably necessary to safeguard the confidentiality and privacy of the Practice’s patients and patient records including:

a) ensuring that the Client Liaison Officer has entered into appropriate confidentiality agreements with QIP for the benefit of the Practice

b) ensuring the Client Liaison Officer and Auditor make no notation of patient identity either during or after the accreditation audit, and

c) complying with the Australian Privacy Principles.
6.2 Except where otherwise specified in these standard terms, QIP and the Practice each covenant with each other that during the term of their agreement they will each not make public or divulge to any person any information concerning the other party’s business, operations or finances or any of their dealings, transactions or affairs or otherwise do any act or omit to do any act which directly or indirectly will or might reasonably be expected to injure the goodwill, business or reputation of the other party.

7. Term and Termination

7.1 This agreement will be renewed each year on 1 September, for a period of 12 months. Upon annual renewal, the Service Agreement may be revised to reflect changes made to the accreditation program and process. The Practice would be made aware of these changes via the Client portal prior to the ratification of the agreement.

7.2 QIP accreditation automatically expires from the date specified on the accreditation certificate.

7.3 QIP may terminate this agreement and/or QIP accreditation immediately by written notice to the Practice if:
   a) the Practice advises QIP that it no longer meets the Standards, and/or
   b) any information provided by the Practice to QIP upon which QIP accreditation has been based subsequently is found to be false or misleading.

7.4 QIP may give notice to the Practice (“breach notice”) that:
   a) the Practice has failed to comply with obligations under these standard terms, and/or
   b) the Practice has ceased to comply with requirements for QIP accreditation.

7.5 If the Practice fails to remedy the issues identified in any breach notice within 28 business days, QIP may terminate this agreement and QIP accreditation immediately by written notice to the Practice. QIP will also advise APodC that the agreement has been terminated and the Practice is no longer accredited.
8. Complaints and Dispute Resolution

8.1 Complaints

8.1.1 Complaints by the Practice concerning conduct or omission by QIP in the course of its work under this agreement shall be processed according to the following procedure:

a) complaints may be made in writing or verbally and will be welcomed by QIP as a valued feedback mechanism which informs quality improvement

b) QIP commits to thoroughly investigate and report to the Practice on progress of that investigation within 21 business days of the complaint being lodged

c) QIP undertakes to maintain regular contact with the Practice should the matter progress beyond that timeframe

d) QIP will provide a formal written response to the Practice regarding the findings of the investigation and quality improvement(s) to be actioned as a result

e) if an outcome is not achieved to the satisfaction of the Practice, a written report, with all relevant documentation, will be provided to the Group Chief Executive. The Group Chief Executive will determine any further action to be taken to investigate the matter, and the process for this

f) a formal response outlining the outcome will be provided to the Practice upon the Group Chief Executive concluding his/her deliberations

g) any unresolved matters will be referred to an independent body agreed by both parties to achieve a fair resolution.

8.2 Disputes

8.2.1 In the event of a dispute:

a) the parties shall endeavour to negotiate an agreed solution

b) where an agreed solution is not achieved the parties may appoint a mediator

c) where a mediated solution is not achieved, the parties shall refer the matter to an arbitrator who shall operate according to the rules set by the Institute of Arbitrators and Mediators Australia.

9. Receipt of Information and Promotional Material

9.1 By agreeing to the Service Agreement, the Practice is agreeing to being sent information and promotional material from the AGPAL Group of Companies, including AGPAL, Quality Innovation Performance (QIP) and QIP Consulting, with regard to accreditation and quality improvement services.

9.2 The Practice will advise QIP in writing if they do not wish to receive such material.
10. Miscellaneous

10.1 Any invoice, document, notice which QIP may wish to give to the Practice may be hand delivered, left at, mailed to or sent by facsimile or email or other electronic facility to any address, facsimile number, email address or electronic address of the Practice last known to QIP.

10.2 A notice if:
   a) posted shall be deemed served three (3) business days after posting, or
   b) sent by electronic transmission (including but not limited to email and facsimile transmission) shall be deemed served upon the completion of the transmission.

10.3 If any provision of these standard terms or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, the provision shall so far as possible, be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed to be void and severable and the remaining provisions of these standard terms shall not in any way be affected or impaired.