

QPA Terms and Conditions of Certification

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1. Applicability

1.1 These Terms and Conditions of Certification govern the supply of Accreditation Services by Quality Practice Accreditation Pty Ltd (QPA) to the Practice.

1.2 These Terms and Conditions prevail over any other terms that may be communicated to the Practice in writing or orally, whether in an order, letter, other document, in negotiations or otherwise.

1.3 QPA may vary these Terms and Conditions at any time, including any variation necessary to satisfy any direction given to QPA by JAS-ANZ, ISQua, the Australian Commission on Safety and Quality in Health Care, the Department of Health or Services Australia, or any other authority.

1.4 Any changes to these Terms and Conditions of Certification will have effect when approved by the QPA Board of Directors, or its nominee.

1.5 The current version of the Terms and Conditions of Certification is available upon request.

2. Definitions

Certificate	The document issued by QPA to confirm Accreditation.
Certification	Confirmation that the Practice has been assessed as meeting specified requirements in accordance with relevant Standards.
Certification Mark	A symbol, word or other sign that signifies that the Practice has been accredited, such as any logo displayed on the Certificate.

Accreditation program	Processes developed by QPA and used in assessing the Practice for the purpose of granting or maintaining Accreditation.
Accreditation services	Services developed by QPA that can be used to assess a Practice, including the Accreditation Program, whether or not a certificate is issued, and may include one off assessment services.
Practice	The general practice seeking accreditation.
Service	The service seeking accreditation.
Standards	The set of Standards against which practices are assessed for the purpose of accreditation, currently the Royal Australian College of General Practitioners <i>Standards for general practices</i> .
Contract	The agreement that came into existence between QPA and the Practice upon the Practice's application for Accreditation.
Site	The physical location of the practice.
QPA	Quality Practice Accreditation Pty Ltd
The Commission	The Australian Commission on Safety and Quality in Health Care
The Department	The Department of Health
Surveillance program	A program of surveillance that may include the requirement for an onsite visit, determined on an individualised basis for each Practice.

Relocation visit	A visit required to assess the compliance of the new site of a certified practice.
Transfer visit	A visit required to assess the compliance of the practice requesting to transfer their practice certification.
Change of Ownership visit	A visit required to assess the compliance of the practice where ownership of the practice has changed.
Suspension of Certification	Occurs when QPA has determined the existing Certification of a Practice is no longer applicable and has given the Practice a period of time in which to take remedial action in order to have the suspension lifted.
Cancellation of Certification	Occurs when a Practice has remained in a suspended state for more than 90 days without satisfactory remedial action.
Withdrawal of Certification	Occurs when QPA has determined the existing Certification of a Practice is no longer applicable and cannot be resolved with remedial action, or when QPA determines the Practice is no longer actively maintaining the RACGP standards.

3. Certification services

3.1 Under the Contract, QPA agrees to provide, and the Practice agrees to accept, the Accreditation Services applied for by the Practice.

3.2 QPA may appoint an agent or contractor to provide Accreditation Services, including undertaking all or part of the Accreditation Program.

4. Fees

4.1 The Practice shall pay to QPA all fees due in respect of Accreditation Services provided by QPA to the Practice.

4.2 The fees payable under clause 4.1 are those quoted to the Practice or as otherwise agreed upon between QPA and the Practice.

4.3 When QPA renders invoices for fees due, the Practice agrees to pay the invoiced amount to QPA in the currency and time specified on the QPA invoice.

4.4 All fees invoiced as "Program Fee" are non-refundable fees for application and program materials.

4.5 The balance of Accreditation Services Fee will be invoiced 6 weeks prior to the onsite visit and full payment is required for the visit to proceed.

4.6 QPA reserves the right to amend its fees at any time.

5. Assessment

Access and co-operation

5.1 The Practice agrees to comply with the published, applicable Accreditation Program and to provide QPA employees, agents and contractors with all co-operation and assistance necessary to enable QPA to provide the required Accreditation Services, including reasonable access to the premises, facilities, documents and records of the Practice and the Practice's contractors and agents.

5.2 The Practice agrees to make available, to QPA, all records of communication and action taken in relation to the requirements of the Standards. This includes, but is not limited to, correspondence, recommendations and actions documented by the Department, The Commission, or with any other general practice, organisation or person relating to complaints about the Practice.

5.3 The Practice shall promptly comply with any reasonable requirement of QPA in relation to the timely completion of the Accreditation Program.

5.4 The Practice may not refuse the right of any delegate of the Joint Accreditation System of Australia and New Zealand (JAS-ANZ) or the Australian Commission on Safety and Quality in Health Care (ACSQHC) to attend a Practice Survey Visit for the purpose of monitoring and assessing the QPA against the RACGP Standards for general practices.

5.4 A request may be made of the Practice to have a member of the QPA Advisory Board or their delegate(s), or an auditor delegated by QPA, attend a Practice Survey Visit for the purpose of a quality assessment of QPA processes, employees, contractors or agents.

Accuracy of information provided to QPA

5.6 The Practice warrants that all information made available to QPA is, to the best of its knowledge, current, complete and accurate.

Agreed language of information provided and practice survey visit

5.7 The Practice agrees to provide all information to QPA in English, and to have the Practice Survey Visit undertaken in English also. If circumstances arise in which English is not the primary language of

the Practice undergoing assessment, the Practice (at its own cost) agrees to provide a translator for the duration of the Practice Survey Visit, and to have documentation translated into English for the purpose of assessment and review.

6. Certification

6.1 If the Practice

(a) is not in breach of these Terms and Conditions and

(b) after assessment in accordance with the applicable Standards, satisfies QPA that Certification is appropriate, QPA will

- i. Confer Certification,
- ii. issue the Practice with a Certificate and permission to use the QPA Certification Mark and JAS-ANZ Accreditation Symbol in accordance with the QPA Terms and Conditions for the Use of the Certificate and Logo(s) QS.2015.0138.02.

6.2 If Certification is conferred, QPA will, as required by regulation or accreditation, provide the relevant authorities with the accreditation status (and associated evidentiary data) of the Practice, in accordance with the QPA Schedule for Reporting Agencies and Organisations QS.2016.0174.02.

6.2 If QPA is not satisfied that Certification can be conferred, QPA will notify the Practice.

7. After certification

Duration of certification

7.1 Subject to compliance with these Terms and Conditions, and the Practice continuing to meet the requirements of the Standards, Certification continues until the expiry date referenced on the Certificate.

Maintenance of certification

7.2 The Practice shall maintain the applicable Standards and comply with all reasonable requirements, including meeting QPA's surveillance program, that QPA considers necessary to ensure that Certification continues to be appropriate.

7.3 The Practice shall comply with any requests by QPA in relation to site visits during the period of Certification.

7.4 Failure to comply with any requirements of QPA, including any onsite surveillance program, may result in the immediate withdrawal of the Practice's Certification.

Changes

7.5 The Practice shall promptly inform QPA of any change in relation to the Practice premises or service that is likely to substantially affect the Certification, including change of address of any relevant sites or

other premises. Dependent upon these changes, QPA will determine whether a relocation, change of ownership, transfer or surveillance visit is required.

Use of certificate

7.6 The Certificate is provided under licence to the Practice, and the original and any copies of the Certificate, and any frame supplied with the Certificate, remain the property of QPA and shall be returned immediately if requested by QPA.

7.7 The Practice shall not, without QPA permission, alter, modify, deface or destroy the Certificate.

7.8 Subject to these Terms and Conditions, the Practice may publicise the fact that Certification has been granted and use the Certificate as evidence of Certification. The Practice may copy the Certificate, provided that each copy is clearly identified as a copy. Additional copies of the certificate may be purchased from QPA.

7.9 The Certificate does not imply that any Government, or other authority, has approved the Certification.

Misrepresentation of certification

7.10 The Practice shall not engage in any conduct that might mislead, deceive or confuse any person in relation to, or otherwise misrepresent, the nature, status, scope or effect of its Certification by QPA.

7.11 The Practice shall promptly comply with any directions given by QPA to correct any conduct or misrepresentation in breach of clause 7.8.

Suspension, withdrawal or expiry of certification

7.12 Should QPA reasonably believe that Certification is no longer appropriate, QPA may suspend or withdraw the Practice's Certification with immediate effect by giving notice in writing, by email or facsimile, to the Practice.

7.13 If the Practice's Certification is suspended:

(a) QPA shall, within 30 days of notifying the Practice of the suspension, furnish the Practice with information outlining the steps that shall be taken by the Practice to enable the suspension to be lifted

(b) the Practice shall immediately take all steps necessary to enable the suspension of its Certification to be lifted, and

(c) the Practice shall take all steps reasonably required by QPA to prevent the public being misled or otherwise harmed.

7.14 If QPA is satisfied with the remedial action taken by the Practice, QPA may lift the suspension of Certification by notifying the Practice.

7.15 If the Practice's Certification has remained suspended for a period of more than 90 days, QPA may cancel such Certification with immediate effect by giving notice to the Practice.

7.16 If the Practice's Certification expires, is cancelled, or withdrawn, or the Contract terminated under clause 14, the Practice shall immediately:

- (a) pay to QPA all amounts due by the Practice
- (b) cease using any Certification Mark or Accreditation Symbol permitted in connection with the Practice's Certification
- (c) withdraw from public display, and return to QPA, the original and all copies of the Certificate (as required under clause 7.6)
- (d) cease all advertising, promotions or other publication of the Practice's QPA Certification
- (e) take any steps reasonably required by QPA to notify staff, customers and/or suppliers
- (f) take steps to repaint or redecorate signage or other parts of the Practice premises to remove reference to Certification
- (g) cease using all QPA confidential information in the Practice's possession and, at QPA's request
 - i. return the information to QPA
 - ii. destroy the information, certifying the destruction in writing, or
 - iii. destroy the information, permitting QPA to witness the destruction
- (h) take all other necessary steps to ensure that third parties, including Medicare, are not led to believe that the Practice remains certified.

7.17 If the Practice's Certification expires, is cancelled or withdrawn, or the Contract terminated under clause 14, QPA will, as required by regulation or certification, provide the relevant authorities with the certification status (and associated evidentiary data) of the Practice, in accordance with the QPA Schedule for Reporting Agencies and Organisations QS.2016.0174.02.

8. Confidentiality

8.1 QPA shall ensure that its employees, agents and contractors treat as confidential, and do not disclose to any third party without the prior written consent of the Practice, any proprietary or confidential information belonging to the Practice with which QPA becomes acquainted during the term of the Contract.

8.2 The Practice shall ensure that its employees, agents and contractors treat as confidential, and do not disclose to any third party without the prior written consent of QPA, any proprietary or confidential information belonging to QPA with which the Practice becomes acquainted during the term of the Contract.

8.3 The obligations of confidentiality under the Terms and Conditions do not extend to information that:

- a) is public knowledge

- b) is required by any organisation or agency listed on the QPA Schedule for Reporting Agencies and Organisations QS.2016.0174.02
- c) is required by law to be disclosed.

8.4 QPA may record telephone conversations for the purpose of staff training. If the Practice does not wish to have its conversations recorded, it is the responsibility of the Practice to advise QPA of its decision.

8.5 QPA is required to provide the Australian Commission on Safety and Quality in Health Care, and the General Practice Accreditation Coordinating Committee, with demographic and accreditation outcome data.

8.6 The Practice acknowledges and agrees to QPA providing the following data:

1. Practice demographic data which includes:
 - a) Practice name
 - b) Practice network (if relevant)
 - c) Practice service type or model of delivery
 - d) Number and location of practice sites
 - e) Practice location / rurality rating
 - f) Practice workforce:
 - i. GP full time equivalent and headcount
 - ii. Practice nurse full time equivalent and headcount
 - iii. Other clinical or allied health staff full time equivalent and/or headcount
 - iv. Other staff – full time equivalent and/or head count
 - g) Date of assessment
 - h) Assessment type (for example, assessment of all Standards, or follow up assessment)
 - i) Date accreditation expires
2. Standards ratings
 - a) Certification status
 - b) Indicators / criteria not met at assessment and brief rationale for rating
3. Routine assessment data, which will include all practices that have been awarded accreditation and not been awarded accreditation
4. General practice assessment

8.7 QPA holds a Declaration of Quality Assurance, therefore item 1 c) to i) and 2a) and b) will be de-identified.

8.8 The Practice acknowledges and agrees to meet the reporting requirements of JAS-ANZ (Joint Australia System of Australia and New Zealand) and Departments of Health or Services Australia.

9. Intellectual property rights

The Practice acknowledges that:

- (a) QPA is the owner or licensee in Australia of copyright, know-how and other intellectual property rights of the Accreditation Services and any associated documentation, and
- (b) no right, title or interest in the Accreditation Services or that documentation is transferred to the Practice under the Contract.

10. Limitation of liability

10.1 QPA excludes from the Terms and Conditions all conditions and warranties implied by statute (including the Trade Practices Act, 1974), general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void ('non-excludable statutory condition').

10.2 QPA's liability to the Practice for breach of any express provision of these Terms and Conditions or any non-excludable statutory condition (other than an implied warranty of title) is limited by QPA's discretion to:

- (a) providing the Accreditation Services again, or
- (b) paying the cost of having the Accreditation Services supplied again.

10.3 Except to the extent prohibited by the Trade Practices Act, 1974 or any other applicable laws, QPA excludes liability for any loss or damage suffered by the Practice (whether direct, indirect or consequential) arising in any way out of any services (including defective services) rendered by QPA or out of the Practice product, process or service the subject of Certification by QPA or any negligent act or omission by QPA, its officers, employees, agents or contractors, including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third party.

11. Insurance

The Practice shall:

- (a) obtain and maintain valid and enforceable public liability, professional indemnity and workers' compensation insurance policies to cover potential liabilities of:
 - i. the Practice, arising out of the Contract, and

- ii. QPA, arising out of the Practice's breach of these Terms and Conditions, or any act or omission of the Practice, as if QPA were a jointly insured party under each of those policies

(b) upon request, provide QPA with certificates of currency and any other evidence of those policies that QPA may reasonably require.

12. Indemnity

The Practice shall indemnify QPA from and against all expenses, losses, damages and costs that QPA may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of the Terms and Conditions by the Practice, including, but not limited to, a breach in respect of which QPA exercises an express right to terminate the Certification, or
- (b) any loss of, or damage to, any property, or injury to, or death of, any person
 - i. caused by any negligent act, omission or willful misconduct of the Practice or its officers and employees, or
 - ii. arising out of, or in connection with, the Practice that is the subject of Certification.

13. Non-solicitation of personnel

The Practice shall not solicit any QPA officers, employees, agents or contractors during, or for six months after the termination of, the Contract.

14. Termination of contract

14.1 The Practice may terminate the Contract at any time by giving 30 days prior notice to QPA.

14.2 QPA may terminate the Contract with immediate effect by giving notice to the Practice if

- (a) the Practice breaches any of the Terms and Conditions (other than in a manner permitting suspension under clause 7.11) and fails to remedy the breach within 30 days of receiving notice to do so
- (b) the Practice breaches a material provision of these Terms and Conditions and such breach is not capable of remedy
- (c) the registered Practice is not actively progressing through the accreditation program 12 months after application,
- (d) the Practice does not notify QPA of any event referred to in clause 14.3,
- (e) the Practice fails to meet the obligations for the maintenance of Certification (as outlined under clauses 7.2 & 7.3), or
- (f) the Practice fails to meet its financial obligations to QPA for the provision of Accreditation Services

14.3 The Practice shall notify QPA immediately if

- (a) any change occurs in the direct or indirect beneficial ownership or control of the Practice
- (b) it disposes of the whole, or any part, of its assets, operations or business other than in the ordinary course of business
- (c) it ceases to carry on business
- (d) it ceases to be able to pay its debts as they become due
- (e) any step is taken by a mortgagee to take possession, or to dispose, of the whole or any part of its assets, operation or business
- (f) any step is taken to enter into any arrangement between the Practice and its creditors
- (g) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to the whole, or any part, of its assets or business, or
- (h) where the Practice is a partnership, any step is taken to dissolve that partnership, or a partner dies.

15. After termination

15.1 On termination of the Contract, the Practice shall immediately comply with all its obligations under clause 7.14.

15.2 Clauses 8, 9,10 and 13 continue after termination of the Contract.

15.3 Termination of the Contract under clause 14 (Termination) or clause 23 (Force Majeure) does not affect any accrued rights or remedies of either party.

16. Appeals

The Practice may have rights of appeal against a certification decision made by QPA. The process for appeals is outlined in the QPA Complaints and Appeals Handling System QS.2016.0110.04.

17. Assignment

17.1 QPA may assign all or any of its rights under the Contract.

17.2 The Practice shall not assign or otherwise transfer all or any of its rights under the Contract without the prior written consent of QPA.

18. Severability

If any part of the Contract is found by a Court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable part(s) may be severed from the Contract and the remaining parts of the Contract shall continue in force.

19. Waiver

The failure of QPA at any time to require performance of any obligation under the Contract is not a waiver of its right at any other time to require performance of that or any other obligation under the Contract.

20. Relationship

The Contract does not create any fiduciary, employment, agency or partnership relationship between QPA and the Practice.

21. Notice

21.1 A party serving notice under the Contract shall do so in writing

- (a) to the recipient's address for correspondence as notified in the application or by any subsequent formal advice and
- (b) hand delivered or sent by post to that address, or sent by facsimile to the recipient.

21.2 A notice given in accordance with clause 21.1 is received

- (a) on delivery, if hand delivered
- (b) four days after the date of posting if sent by mail, not including weekends, bank or public holidays
- (c) on confirmation of successful transmission, if sent by facsimile.

22. Headings

Headings are for ease of reference only and do not affect the meaning of the Terms and Conditions.

23. Force majeure

No party is liable for any failure or delay to perform its obligations under the Contract if that failure or delay is due to flood, fire, pandemic, earthquake or other occurrence beyond that party's reasonable

control. If that failure or delay exceeds 60 days, either party may terminate the Contract with immediate effect by giving notice to the other party.

24. Governing law and jurisdiction

24.1 This Contract is governed by the laws of the State of New South Wales, Australia.

24.2 Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales.