**QAI CAHSC 904** 

## Quality and Accreditation Institute Centre for Accreditation of Health & Social Care



# TERMS AND CONDITIONS FOR MAINTAINING QAI RECOGNITION FOR TELEMEDICINE PRACTITIONER

Issue No.: 02

Issue Date: November 2020

Quality and Accreditation Institute				
Centre for Accreditation of Health & Social Care				
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### **CHANGE HISTORY**

SI. No.	Doc No.	Current Issue No.	Revised Issue No.	Date of Issue	Reasons
1	CAHSC 904	01	02	November 2020 (2 November 2020)	CAHSC 905 (P &G for use of QAI Recognition Mark is abolished, the points are included in T& C document, Document is updated

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### Terms & Conditions for Maintaining QAI Recognition for Telemedicine Practitioner (To be submitted to QAI CAHSC along with the checklist)

- A. Applicant/ Recognised RMP/RHP/ASU RMP/YN RMP shall be required to fulfill the following terms and conditions:
- 1. The recognition shall be granted for a defined period of time and for telemedicine purpose only.
- 2. The RMP/RHP/ASU RMP/YN RMP shall offer to QAI or its representative cooperation in:
  - a. Access of all relevant information and documentation.
  - b. Access to all records as required for conducting assessment.
  - c. Access to systems used to provide teleconsultation.
- 3. On grant of recognition, the RMP/RHP/ASU RMP/YN RMP shall:
  - a. claim recognition in only telemedicine practice for which he/ she has been recognised
  - b. not state its recognition in a manner as to be considered misleading or unauthorised and bring QAI to disrepute
  - c. not use QAI recognition symbol or certificate for promotional or publicity purposes in any way that QAI may consider to be misleading
  - d. use recognition only to indicate that it has met the relevant requirements and does not imply that a product or service is approved by QAI
  - e. make reference to recognition in its documents, brochures or advertising only in compliance with the requirements of QAI and any applicable regulatory agency.
- 4. The recognised RMP/RHP/ASU RMP/YN RMP shall pay all the applicable dues as shall be determined by QAI from time to time.
- 5. The recognised RMP/RHP/ASU RMP/YN RMP shall inform QAI within 15 days of significant changes affecting the telemedicine practice such as registration with the respective council.
- 6. The modalities of telemedicine, any legal concerns etc. The RMP/RHP/ASU RMP/YN RMP shall continuously keep in touch with QAI and applicable regulatory agency to keep himself/ herself updated with the latest versions of guidelines/ documents.
- 7. QAI may suspend or withdraw recognition of a recognised RMP/RHP/ASU RMP/YN RMP or stop processing application of an applicant RMP/RHP/ASU RMP/YN RMP, as per QAI policy, on one or more of the following grounds:
  - a. an applicant claiming to be QAI recognised RMP/RHP/ASU RMP/YN RMP
  - b. non-payment of recognition expenses like application and annual recognition fees
  - c. non-cooperation with QAI in matters related to recognition programme
  - d. refusal to allow examination of relevant documents and records by QAI & its assessor(s)
  - e. denial of access to QAI & its assessor(s) to its services/ systems
  - f. wrong representation of recognition status
  - g. misuse of QAI logo/ Recognition mark or its use after expiry of recognition
  - h. misleading reporting of facts
  - i. activity bringing disrepute to QAI

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- j. result of complaint analysis or any other information, which indicates that the RMP/RHP/ASU RMP/YN RMP no longer complies with requirements of QAI recognition programme.
- 8. The recognised RMP/RHP/ASU RMP/YN RMP upon suspension or withdrawal of its recognition (however determined) or expiry of validity of recognition shall forthwith discontinue its use of all advertising matter that contain any reference to the recognition status.
- 9. The recognised RMP/RHP/ASU RMP/YN RMP can relinquish recognition by giving three months notice in writing to QAI.
- 10. The RMP/RHP/ASU RMP/YN RMP shall ensure that all the systems and processes are in place for patient safety. Further, the RMP/RHP/ASU RMP/YN RMP shall be committed to maintain, continuously review and improve the performance of its services, against these requirements for recognition.
- 11. Compliances to all applicable regulatory/ statutory/ legal requirements is the sole responsibility of the RMP/RHP/ASU RMP/YN RMP and undertake to comply with these at all times.
- 12. Quality and Accreditation Institute Pvt. Ltd. (QAI) is not held liable for damage the RMP/RHP/ASU RMP/YN RMP undergoes if any by participating in the recognition programme.
- 13. The RMP/RHP/ASU RMP/YN RMP safeguards the QAI from all agreements with third parties which stem from his/ her participation in the recognition programme and the decisions which the QAI takes in this context.
- 14. The assessment and judgment of QAI do not exclude incidents with regard to the quality of healthcare services. For any adverse events/ incidents occurring because of RMP/RHP/ASU RMP/YN RMP, QAI shall not bear any responsibility in whatsoever manner.
- 15. QAI absolves itself of any legal or financial liability arising out of any act involving any accidental or consequential damages to personnel/ equipment at any time.
- 16. QAI is not liable for any loss suffered by RMP/RHP/ASU RMP/YN RMP or their clients as a result of any breaches in security or technology breaches.
- 17. All disputes, if any, arising out of QAI decisions that remain unresolved through mechanism provided by QAI are subject to the exclusive jurisdiction of the Courts at New Delhi, India and none other.

### B. Use of QAI Recognition Mark

- **1.** The recognition mark provided is for the use by recognised RMP/RHP/ASU RMP/YN RMP. However, it remains the property of QAI.
- 2. Compliance with the following guidelines is required when using the QAI recognition mark.

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- a. The mark shall be reproduced in the proportions and the colours indicated in the appendix `A'. The mark must remain in the same format. It may be printed as a coloured image or in black and white as given at appendix 'A'. These are provided by QAI.
- b. The mark may be resized to suit the need of RMP/RHP/ASU RMP/YN RMP but no amendments will be permitted to its design or the relationship of the items within the design.
- c. The recognised RMP/RHP/ASU RMP/YN RMP can only use the recognition mark for telemedicine services that are specifically included in the recognition. The mark may not be used by the RMP/RHP/ASU RMP/YN RMP to advertise any products and services of the RMP/RHP/ASU RMP/YN RMP or in connection with any commercial purpose other than the permitted uses without the prior written agreement of QAI, and must not be used to suggest any approval by or sponsorship of QAI of the facility, its activities, products or services other than those have been assessed by QAI.
- d. The mark is not transferable and to be used only by the RMP/RHP/ASU RMP/YN RMP recognised under this programme.
- e. The recognised RMP/RHP/ASU RMP/YN RMP upon suspension or withdrawal or expiry of its recognition (however determined), shall discontinue use of QAI recognition mark.
- **3.** QAI reserves the right to terminate use of the mark by giving notice in writing if the RMP/RHP/ASU RMP/YN RMP breaches any of the above mentioned terms and shall take appropriate actions as per laid down policy of QAI and terms and conditions for maintaining recognition



### **Recognition Marks**



### Sample Recognition Mark for Programme



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By signing this document, it is implied that an RMP/RHP/ASU RMP/YN RMP as an applicant and after recognition agrees to comply at all times with all Terms and Conditions for Maintaining QAI Recognition and guidelines on use of QAI Recognition Mark.

Signature of RMP/RHP/ASU RMP/YN RMP	
Name of the RMP/RHP/ASU RMP/YN RMP	
Date & Place	

Signature of QAI official & Date of receipt \_\_\_\_\_\_

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### Quality and Accreditation Institute

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