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# HDAA SERVICES AGREEMENT

TERMS AND CONDITIONS

Commercial in confidence:

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**For HDAA clients only**

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## References to parties

**We, us, our** means HDAA Australia Pty Ltd – ACN 134 482 625 - (an Assessment Body)

**You, your** means the Client as named in Your Proposal; and all Sites that are subject to certification or accreditation.

**We both, us both** means both you and us.

**Neither of us** means neither you nor us.

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## Scope of agreement

The HDAA Services Agreement comes into force once you sign Your Proposal.

The entire HDAA Services Agreement is covered by:

- a. **Scope of Assessment Services** as detailed in Your Proposal:
  - i. Service description;
  - ii. Assessment sampling plan;
  - iii. Assessment costs.
- b. **HDAA Services Agreement Terms and Conditions** as published on our website [hdaa.com.au](http://hdaa.com.au) and that may be updated from time to time.

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## 1. Parties to this agreement

- 1.1** We are HDAA Australia Pty Ltd (ACN: 134 482 625; ABN: 40 134 482 625) an Assessment Body accredited by the International Society for Quality in Health Care (ISQua) and the Joint Accreditation Scheme of Australia and New Zealand (Jas-ANZ).

You are the legal entity that has signed the Approval to Proceed in Your Proposal and you have engaged us to provide assessment services as detailed in Your Proposal under Scope of Assessment Services.

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## 2. Overview

- 2.1** This agreement has been prepared on the basis of our understanding of the assessment Scheme at the time of writing. Any subsequent changes to the Scheme may influence the scope of the assessment and cost. Should any substantial changes be made to the Scheme we shall discuss these changes with you.
- 2.2** HDAA offers the following services to its Clients: (a) assessment for certification, accreditation and verification (including Stage 1 and Stage 2 assessment); (b) follow-up progress reports; (c) mid-term maintenance assessments; and (d) gap analysis.
- 2.3** In accordance with the requirements of our international accreditation we will not provide you with any Consulting or internal assessment services that specifically relate to your ability to meet the requirements of the Standards.
- 2.4** This agreement duration is as appropriate to the assessment scheme (rules) and the standards related to your services and supports. Costs shown in Your Proposal comprise part of the HDAA Services Agreement and are based on the scope of assessment provided to us by you (this may be in the form of a Service Description or Scope of Assessment document). If changes occur to the service scope the costs of assessment may be adjusted accordingly.
- 2.5** Until Your Proposal is signed (Approval to Proceed – Commencement of HDAA Services Agreement), the HDAA Services Agreement is not in effect. Your Proposal is valid for 90 days. Thereafter, if not signed, the proposal may be subject to review and may be changed or voided at the discretion of HDAA.
- 2.6** Once signed, the assessment and associated services detailed in Your Proposal must be completed within the timeframes as set out by the assessment Scheme and any relevant Scheme procedures.
- 2.7** If HDAA is not operational at the time of your assessment then this agreement ceases unless this agreement is transferred by HDAA to another approved auditing agency. If this Agreement is transferred to another approved auditing agency You agree that this Service Agreement will continue with that Auditing Agency until the end of the assessment cycle.

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## 3. Service principles

- 3.1** We will use our best endeavour to:
- a) Support you to improve the quality of your service.
  - b) Facilitate open discussion and communication between us.

- c) Deliver services to you in an efficient and timely manner.
- d) Provide services in accordance with your Proposal, and the HDAA Services Terms and Conditions.
- e) Avoid Conflict of Interest.
- f) Ensure that all assessors that complete the assessment and other personnel are impartial.
- g) Ensure all assessors completing your assessment sign appropriate confidentiality agreements.
- h) Conduct on-site visits with appropriate sensitivity.
- i) Provide assessment reports that detail the assessor observations.
- j) Provide assessment reports in accordance with the requirements of the Scheme that we are assessing and that identify areas that meet requirements, and where relevant, identify improvements.
- k) Implement follow-up actions appropriate to your particular assessment outcome.
- l) Treat policy and procedural documentation from you in confidence.
- m) Act in a manner that ensures confidentiality and professionalism at all times.
- n) Where required, respond to any matter relevant to your conformance with standards; including where appropriate notifying any relevant authority.

## 4. Purpose

Our purpose is to fulfil our obligations as an Assessment Body in accordance with our accreditation requirements, any scheme requirements, and approved Standards as appropriate. The purpose of the HDAA Services Agreement is to detail our mutual obligations in accordance with these requirements.

## 5. Objectives

Our approach is to use transparent processes and gather evidence to:

- a) Assess and evaluate systems you have in place in relation to defined standards.
- b) Identify areas that meet requirements of the defined standards as well as requirements that need improvement.
- c) Transfer knowledge that can complement and support your existing quality systems and improvement processes.
- d) Act as a catalyst for continuous improvement.

## 6. Assessment team

- 6.1** An Assessment Team (which is governed by the Scheme procedures and may include one or more assessors) will be engaged to assess you against the standard(s) applicable to you and as specified in Your Proposal and scope of assessment services.
- 6.2** The Assessment Team will include, at a minimum, a skilled and trained Lead Assessor. It may also include other members as agreed or required.
- 6.3** The Assessment Team will be of the size and skill to meet the requirements of the assessment activity. In deciding the size and composition of the assessment and the Assessment Team, consideration will be given to the Scheme requirements, locations of the service and service sites, range of people accessing services, service types and persons participating in the assessment.
- 6.4** The Assessment Team will engage in a participative supportive relationship with you.
- 6.5** Any person engaged by us as part of the Assessment Team will have completed the HDAA Induction Program prior to providing any services for or on behalf of us.
- 6.6** You are expected to:
  - a) Agree to the Assessment Team; if you do not agree to the Assessment Team, you agree to notify us and we shall endeavour to find an alternative assessor(s).
  - b) Allow the Assessment Team access to organisation personnel, consumers, and organisation documents and records as appropriate to enable an effective and efficient assessment to be completed.
- 6.7** You are also expected to identify potential conflicts of interest within your organisation or with any individual engaged by HDAA. If you identify a conflict of interest, you agree to notify us.

## 7. Services

### 7.1 Assessment processes

We will aim to provide the assessment in accordance with any Scheme procedures and in accordance with any accreditation requirements we are required to adhere to.

As required by the relevant Scheme, the assessment may be completed in two stages. The Scope of Assessment Services detailed in Your Proposal and the associated assessment sampling plan contains the relevant requirements. If the assessment is required by the Scheme to be completed in two stages we will complete a Stage 1 assessment and this may be on-site or off-site. Where a Stage 1 assessment is required, it will be structured to complete, at a minimum, the following: (a) review relevant policies and procedures for complying with the standards, (b) evaluate your preparedness for the Stage 2 assessment, and if required by the scheme, and (c) confirm that you have implemented a program for conducting self-assessments to the standards.

If a Stage 1 assessment is completed we shall document the results of the Stage 1 assessment and communicate them to you before the Stage 2 assessment. The Stage 1 assessment may identify improvements that are determined as not meeting the requirements of the Standards. We will proceed with the Stage 2 assessment after we have confirmed with you a date for the assessment and we both agree to this date (noting that sufficient time will need to be allowed to address any improvements identified in the Stage 1 assessment).

The overall purpose of the assessment is to evaluate the implementation and effectiveness of the service delivery and management system against the relevant standards.

Noting that the Stage 1 assessment may be undertaken off-site, other assessments shall normally take place at a sample of service sites as applicable. At a minimum the assessment shall evaluate the following: (a) information and evidence of conformity with the requirements of the assessed standards; and (b) links between the requirements of the standards and your service delivery system.

Planning for the assessments will commence before the actual assessment date and we will agree the assessment dates with you.

We will provide you with relevant assessment planning documentation and this may include a plan that covers the duration of the assessment and that sets out the start time and schedule of meetings and location visits as needed. You are able to adjust the plan and return it to us for our consideration and agreement.

Where we need to talk to people associated with your organisation, the assessment plan will identify who we need to talk to.

As part of the planning process we will send you information that (as relevant) includes some or all of the following: (a) assessment planning letter, (b) assessment plan, (c) consumer participation invitation letter template, (d) consumer sampling form, and (e) consumer consent form template.

The assessment is carried out at your Central Office and (as relevant) a sample of sites.

The length of time that it takes to carry out the assessment will be determined by the Scheme requirements and this usually considers your organisations': (a) size; (b) location; (c) range of service types; (d) number of sites; (e) complexity; (f) number of clients sampled; and (g) number of staff. The details of the duration of the assessment are contained in Scope of Assessment Services in Your Proposal.

The Scope of Assessment Services will reflect the relevant Scheme requirements and our requirements as an accredited assessment body. Specifically, this includes: (a) collecting information and evidence on how your organisation meets the requirements of the Standards; and (b) monitoring, measuring, reporting and reviewing performance in line with the Standards.

On-site assessments include some or all of the following: (a) an initial opening meeting; (b) interview discussions with key management, staff and other representative(s); (c) discussions with people who access the service and or related persons; (d) documentation review including a random sample of people's files and staff files; (e) a tour of the service and observation of service delivery; (f) note taking and recording; and (g) a closing meeting to provide a summary overview of the assessment.

Interviews are conducted confidentially. Interview information recorded as part of the assessment is non-identifiable.

Reports will include at least some or all of the following: (a) a brief description of the organisation; (b) an executive summary of the overall findings (conclusions) of the assessment, including comments on conformity with the assessed standards; (c) improvement actions that you need to respond to meet the requirements of the standards, (d) observations that advise on opportunities for improvement or the need for preventive actions to address potential nonconformities; (e) times allocated for the overall assessment and administration; (f) (where relevant) a description of the process of consumer engagement including the number and type of interviews with Consumers; (g) schedule for any follow-up assessments and certification expiry; and where relevant (h) results of any assessment of previous nonconformity.

At the completion of the assessment the assessment team will provide an indication of the result of the assessment. This is not finalised until the independent HDAA Certification Evaluator or Reviewer agrees with the assessment outcome. The independent Certification Evaluator or Reviewer may facilitate a change to the assessment where deemed necessary.

## 7.2 Follow up and maintenance assessments

You may need to provide information to allow us to assess indicators that were identified at the assessment as requiring improvement. The completion of a follow up progress report is an additional service and may be needed after an assessment visit if: (a) there are improvements required to meet the scheme requirements; (b) there are substantial changes to your organisation; e.g., the integration of another organisation; (c) a substantial complaint or a breach of Certification has been reported to HDAA, (d) other conditions where the integrity of the operating system needs to be verified; or (e) if you wish to extend the scope of your service.

The duration for follow up and maintenance assessments is determined by the Scheme that governs the assessment Scheme and / or standards that we need to comply with.

The frequency of maintenance assessments is determined by the Scheme requirements and it usually includes some or all of the following: (a) reviewing any changes to systems, organisational structure or personnel; (b) reviewing the effectiveness of actions taken in response to consumer complaints; (c) a review of the effectiveness of actions taken in response to concerns raised by staff; (d) a review of the continued ability to meet the requirements of the assessed standards; (e) a review of the effectiveness of responses to identified improvement actions; (f) use of marks and or any other reference to registration with HDAA; and (g) interviewing relevant persons.

After follow-up or a maintenance assessment, we shall maintain certification or accreditation based on demonstration that your management system continues to satisfy the requirements of the Standards.

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## 8. Reporting timeframes

We aim to provide the draft written report, including agreed proposed corrective actions (if applicable) to you in accordance with the scheme and or our accreditation requirements. The process followed for assessments other than Stage 1 assessments is as follows: (a) a draft assessment report is forwarded to you; (b) we receive feedback from you on the report and associated assessment record; (c) we further review the draft and any feedback received; and (d) we finalise and distribute the report. The report may be distributed to a relevant authority such as government department if this is a requirement of the scheme being assessed and, as determined by the scheme, may occur without your agreement or consent.

In the instance of an improvement action being identified, you agree to provide us with an improvement action plan detailing the action you intend to take to close out the improvement action. We will determine timeframes for follow-up in accordance with any scheme requirements. Normally we shall review the evidence of improvement action taken by way of a desktop assessment. Where necessary we may review the improvement on-site. Where we review one or more improvement actions on-site we shall document reasons for conducting the on-site follow-up.

You agree to take action in relation to any non-conforming action and you should note the Scheme requirements of Your Proposal and the timeframes for responding if registration is to occur or be maintained. If certification or accreditation has been issued and it is suspended, to maintain certification or accreditation you must ensure the actions required to achieve conformity occurs within Scheme requirements (including the required timeframes).

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## 9. Variation to this agreement

**9.1** This Agreement may be varied by mutual agreement. The variation will not be effective unless it is in writing and is signed by us both.

**9.2** Additional services may be added to this Agreement by way of a variation.

**9.3** We both acknowledge that the HDAA Services Agreement and the Scope of Assessment Services in Your Proposal may be varied on the occurrence of any of the following events that are beyond our control; for example: (a) to meet changes as directed by the Scheme or our accreditation; (b) to meet any changes to the standards identified in Your Proposal Appendix 1; and (c) where significant changes in the sector environment result in costs that are beyond our control.

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## 10. What you are expected to do

As part of this Agreement and the assessment you will take reasonable measures to:

- a) Comply with relevant legislation and regulations.
- b) Maintain a documented management system which conforms and continues to conform to the relevant standards.

- c) Inform us prior to the assessment, about any existing, former or envisaged link between a HDAA assessor and your service.
- d) Inform us if there are any Critical Incidents that could be expected to have a material impact on the outcome of the assessment or your certification or accreditation.
- e) As relevant, make clients aware of our visit and offer them the opportunity to participate and meet with us.
- f) Facilitate interviews and reviews of client and staff files by obtaining informed consent; noting that if required, we will sign a confidentiality statement.
- g) Complete periodic self-assessment and internal reviews of your service.
- h) Make all relevant documentation available to us, such as (but not limited to): (i) communications, (ii) policies relating to the Standards being assessed, (iii) procedures relating to the Standards being assessed, (iv) internal audit results, and (v) operations and risk plans to ensure compliance with legislative requirements. Where relevant, you also agree to supply us with copies of the inspection reports and any associated compliance actions, that could be expected to have a material impact on the outcome of the assessment or your certification or accreditation. This includes summary documentation relating to incidents and complaints about the service.
- i) To provide us with the most recent copy of your funding agreement if relevant.
- j) Prior to your assessment, you also agree to complete all preparation. This will include the information you provide prior to the assessment. The full list of information may be described in the pre-visit planning letter that we will send to you.
- k) Inform HDAA when you cease to provide your services for any reason.

## 11. HDAA liability

- 11.1** The information contained in any report or associated assessment evidence records (the Report) produced in accordance with this Agreement relates to your compliance with particular standards or certifications as at the date of the Report. Nothing in the Report pertains to your compliance or otherwise with the relevant laws or regulations applicable to you and the responsibility of compliance with the relevant laws or regulations applicable to you remains the responsibility of you, the Client.
- 11.2** The information contained in the Report will be based on the best information available to the assessor(s) at the time of the assessment visit. Although all due care will be exercised in the preparation of the Report, because it is not possible to foresee all possible uses of the information or the Report, or to predict all future events, and because the Report is prepared using a sample of information available at the time of the Report, any subsequent action or inaction in reliance on the accuracy of the Report is at the risk and sole decision of the user of the information including any person, government body, organisation or entity.
- 11.3** Although every attempt will be made to summarise the relevant findings accurately and to explain their application and practice to the relevant standards, nothing in the Reports should be taken as an authoritative statement of law. Every person should take their own independent legal advice for the purpose of interpretation and application of relevant laws. To the maximum extent permitted by law, HDAA Australia Pty Ltd, its directors, officers, agents, employees and representatives expressly disclaim any and all liability for, losses, costs or damages to any person, government body, organisation or entity arising directly or indirectly as a result of any act, omission or failure to act by any person, government body, organisation or entity in reliance in whole or in part upon the whole of any part of any statement or information contained in the Report.
- 11.4** The Report is provided to you on the basis that you are agreeable to the above terms and on accepting the Report from HDAA Australia Pty Ltd, you acknowledge your agreement to the above.

## 12. Circumstances beyond our control

Neither of us will be liable for any failure to perform or delay in performance to the extent that the cause of such failure or delay is beyond the reasonable control of either party; e.g., sickness of an assessor. Where possible, notice will be given to the other party within five working days of the party becoming aware of the cause for failure to perform or delay. In providing notice, either party will provide the other with all available information detailing the cause and give an estimate of the period of time required to overcome the delay.

If you have confirmed the assessment and if direct costs have been incurred by HDAA in preparation for the assessment these costs will be charged if the assessment is deferred or cancelled; e.g., if air travel or accommodation has been booked and is not recoverable in full.



## 13. Granting, maintaining, extending, reducing, suspending, withdrawing or transferring registration.

We will conduct assessments against approved standards using approved assessors. We will issue you with a certificate for the standards set out in Your Proposal. In granting, maintaining, extending, reducing, suspending, withdrawing, or transferring certification we will conform to the requirements of our accreditation and provide information to other parties (e.g., funder) as required of us by the relevant Scheme, our accreditation, or relevant law. In signing this agreement, you authorise HDAA to release report and relevant associated information as set out above or if serious concerns are raised by us in relation to the operations of your service.

In granting the certificate we will follow the rules set out in our certification framework for maintaining, extending, and reducing, suspending, withdrawing, or transferring certification. We will provide you with the rules for the above on request.

If a situation exists where a certificate is suspended or withdrawn you agree to discontinue the use of all advertising matter that contains any reference to you being certified and return any Certification documents to us as required.

As determined by the Scheme documented in Your Proposal Appendix 1, we may allow you to voluntarily suspend your certification while not in receipt of funding when you are not providing services. You may resume registration when you begin to re-deliver services. If registration is suspended the registration period will remain unaltered; i.e., relevant dates will remain as set out in the certification or accreditation schedule. We shall withdraw registration if requested.

Where full payment for our assessment services as specified in Your Proposal (under Assessment Costs) is not received, HDAA will not proceed with the assessment activity or, as relevant, will suspend or withdraw certification (accreditation). Where a non-disputed invoice is overdue by 45 business days suspension may occur and if so, this will be for a period of 20 business days, or less where the invoice is paid before the end of this period. Where the invoice remains unpaid beyond this time (i.e., 65 business days overdue), withdrawal of registration may occur at the discretion of HDAA.

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## 14. Conditions of certification

The description of services provided by you and included in Your Proposal and the scope of assessment services outlined therein determines the scope of the assessment. Services and site not included in the description of services cannot be included in the scope of registration. Consequently, it is essential that the service description provided in these Terms and Conditions (including subsequent variations) fully reflects the scope of the services to be registered. It is your responsibility to ensure that HDAA is fully informed of the services that are in scope for registration.

We will conduct assessments in relation to the relevant scheme detailed in Your Proposal under Scope of Assessment Services. Where you meet the requirements of the standards we will issue you with a certificate. The certificate shall remain the property of HDAA. You are not to use Certification issued by HDAA in such a manner as to bring HDAA into disrepute nor make any statement regarding this Certification which is considered misleading or that is unauthorised. A certificate will detail the schedule of services as documented in Your Proposal.

A certificate that is issued will be issued for a period that is relevant to the Scheme.

Should the conditions of a certificate issued to you not be met, or continue not to be met, we may reduce, suspend or withdraw the certificate. At its discretion, HDAA may conduct a re-assessment to confirm adherence to the requirements of registration.

The following conditions may require reassessment or variation to the Certificate in order that it remains valid: (a) a change to your legal status, (b) change of ownership, (c) transferring services to new site/premises (relocation), (d) the closure of any site or cessation of Service Type, (e) adding in any new Sites or Service Type, (f) any serious event that requires that a statutory body is notified, and (g) correct use of the HDAA Mark.

A certificate may be issued with conditions; e.g., that progress action is taken in relation to improvements identified at the assessment.

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## 15. Obligation to accreditation agency and assessor monitoring

As part of our accredited certifying body requirements, we may be required from time to time to arrange to allow our accreditation agency to observe the completion of an assessment. In signing this agreement, you agree to allow the accreditation agency to observe your assessment when the accreditation agency completes an assessment of our services. Where we are informed, you will be notified



that the agency will be observing prior to any assessment being undertaken. We may also provide a witness assessor who will monitor the performance of the assessor, and where we do this, all costs of the witness assessor will be attributable to HDAA.

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## 16. Use of logos and marks

We have an information booklet detailing the conditions for the use of the Logos available on our website and we will provide this to you on request. You will ensure that no logo, Certification document, mark or report, nor any part thereof, is used in a misleading manner or brings HDAA and or the registration system into disrepute. The use of the HDAA logos and marks must adhere to the requirements of their use, and incorrect use may result in suspension and or withdrawal of registration. Where it has proved necessary to suspend or withdraw registration you must discontinue use of all advertising matter that contains any reference thereto and return any registration documents as required by us.

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## 17. Confidentiality

- 17.1** Except where it is required by legislation or through its accreditation, we will treat information about the organisation that is acquired in the course of any work conducted for the organisation, as confidential and proprietary to the organisation.
- 17.2** We shall treat all confidential information about the organisation, clients, and associated persons (including documentation, records, and data, either in hard copy or electronic format, or verbal information) in accordance with relevant privacy legislation.
- 17.3** We shall not disclose information about a particular person which identifies him or her directly or indirectly except where there is a Notifiable Issue. Where there is a Notifiable Issue, information will not be disclosed without the consent of the person or the person's authorised representative, unless this is required by law or as required by relevant Department or Statutory Authority.
- 17.4** We shall not use information about people or organisation personnel for any purpose other than the assessment of conformity with the standards.
- 17.5** If necessary, we may ask that files and records be de-identified to allow sampling.
- 17.6** As set out in the scheme rules or through our accreditation, or as required in law, we may: (a) issue a copy of the review reports and findings to authorised persons, (b) contact a relevant authority if any health, safety or abuse risks, professional misconduct, financial improprieties is found or suspected during the assessment, (c) disclose information to a relevant authority after we have notified the organisation and this may be without the organisations' consent, and (e) maintain a register of its certified organisations that is up to date.
- 17.7** If during any assessment, evidence is found or allegations are made regarding a notifiable issue, we will report this to the relevant authority. A notifiable issue is where we find evidence or allegations of significant harm to a person accessing a service; risk of abuse; serious health, safety or, financial impropriety; potential insolvency, professional misconduct or other matter defined within the Scheme requirements. If we are required to notify an issue, we shall inform the relevant service senior manager. We shall record the notifiable issue and this shall be reported immediately to the relevant authority. We are not responsible for resolving a notifiable issue, but certification (accreditation) will not proceed until the issue has been resolved.

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## 18. Complaints, disputes and appeals

### 18.1 Complaints and disputes

No complaint or appeal will result in discriminatory action against the complainant or appellant.

As required by the Scheme described in Your Proposal or our accreditation, we may notify the relevant authority of a complaint made by you in relation to a certification decision.

The HDAA internal complaints procedure is maintained by the Managing Director who retains a "Complaints Log" that documents the complaint and its outcome. Complaints must be provided in writing. The following complaint process will be followed:

- a) All complaints shall be documented in writing (including email or similar) and shall be recorded in the HDAA Complaints Log.
- b) Any complaint will be acknowledged in writing and the results of any complaint will be responded to in writing.
- c) The complainant will be advised of complaints process.
- d) Complaints must be raised within 30 working days of the occurrence of the complaint.
- e) Within 5 working days of receiving a written complaint, an acknowledgment will be sent to the complainant or appellant stating who is investigating the complaint and identifying action to be taken within 15 working days.

- f) A resolution within 30 working days of notification will occur unless an agreement with the complainant or appellant cannot be reached.
- g) Where appropriate, any concerns or issues are to be raised with the person directly involved in the first instance. Any issue or concern raised will include a statement of possible resolution. The persons involved will use their best endeavours to reach a satisfactory solution and the Managing Director will be informed of the proposed resolution.
- h) The complainant will receive information on the outcome of the complaint investigation.
- i) The complaint log will be completed when the complaint is finalised.
- j) If no resolution can be achieved to the complaint, the matter will be referred to an HDAA Advisory Council member who will adjudicate and document an outcome. If the decision of the Advisory Council member is not accepted the complainant can at that time escalate the complaint to the HDAA accreditation body (ISQua or Jas-ANZ) who then will take responsibility for responding to the complaint.
- k) If no agreement is reached with the Client the complaint is referred to mediation or, if the Client agrees, the Agreement between HDAA and the Client may be terminated and HDAA registration will be discontinued.

## 18.2 Appeals

There may be an occasion where the Client wishes to appeal the assessment report. HDAA expects that these situations would be rare, especially in view of its objective based assessment and approach to implementing a transparent decision-making process with the Client. However, should the Client wish to appeal the final assessment decision the following process will apply -

- a) The appeal should be in writing and received within 10 working days of a decision being made by HDAA.
- b) HDAA will acknowledge the appeal in writing and describe the appeal process.
- c) A lead assessor will review all information and decide whether a change to the final report or decision is justified. If so, then a report is provided to HDAA with recommendation for approval to make the change.
- d) If no change, then the matter is referred to the Managing Director (provide the Managing Director has not been involved in the Assessment) or an independent person and all relevant information will be reviewed and a recommendation made on whether a change is justified.
- e) If the Managing Director determines that no change can be made to the report or decision then an option will be for a re-assessment of the disputed areas with a different assessor (this is subject to additional costs being acceptable to HDAA and/or your agreement to pay for the additional costs that will be incurred for the reassessment.).
- f) If no agreement is reached with the Client the dispute may be referred to mediation or, if the Client agrees, the Agreement between HDAA and the Client may be terminated and HDAA registration will be discontinued.

## 19. Code of ethics

Assessors, Technical Experts, and staff are required to abide by a code of ethics when assessing and providing services to organisations providing Health and Human Services: The code of ethics states that:

- a) We will act professionally, accurately and to report findings in a consistent and unbiased manner and in accordance with our accreditation requirements.
- b) We will undertake assessments in accordance with procedures and guidelines and with consideration to ISO 19011.
- c) We will disclose any current or prior working or personal relationships that may be seen as a conflict of interest or that diminishes the impartiality in the functioning of HDAA.
- d) We will not to enter into any activity that would prevent the performance of duties in an objective manner.
- e) As far as reasonable, we will adhere to the requirements of relevant legislation.
- f) We will not to promote or represent any business interests whilst conducting assessments.
- g) We will not to accept any inducement, commission, gift or any other benefit from any interested party in accordance with the HDAA gifts policy.
- h) We will not act outside the scope of the certification or accreditation process in any way that would prejudice the reputation of an HDAA client.
- i) We will cooperate fully with any inquiry in the event of any complaint or any alleged breach of policy, procedure or process.
- j) Our assessors will be considerate of the working hours of their clients' when planning assessments.
- k) We will promote available complaint mechanisms to clients and participating consumers.
- l) We will facilitate transfer of certification if requested by a client it has certified. HDAA shall not revoke certification simply because a client advises of its intent to change its certification of accreditation body.
- m) HDAA assessors, technical experts and staff must, at all times, act with honesty and professionalism.
- n) HDAA assessors, technical experts, and staff must abide by the relevant aspects of this code of ethics when assessing or working with HDAA clients.
- o) HDAA assessors, technical experts and staff will not make public comment in broadcast or social media that contains details of any assessment or any client or may have a detrimental effect on the reputation of HDAA, HDAA clients, and stakeholders.

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## 20. Service fees and requirement for prior payment

### 20.1 Scope change and cost variation

Where there is a change to the scope of your service or if there is a substantial change to the Scheme, we may re-negotiate the cost of the assessment with you. We will confirm the change in costs in writing (including email) to you.

### 20.2 Assessment cost adjustments

Where an assessment is undertaken 12 months or more after an HDAA Services Agreement has been signed, HDAA reserves the right to adjust the stated costs in the signed agreement to account for cost inflation over the period.

### 20.3 Follow-up review costs

If follow up review is required, the costs for this are changed at an hourly rate (specified in Your Proposal). The costs for follow-up review will vary and depend on the amount of time required to complete the follow up review.

### 20.4 Payment to initiate on-site assessment

HDAA may at its sole discretion, require part payment from you prior to commencing your on-site assessment. This payment will be a percentage of the total costs for the assessment as detailed in Your Proposal but not more than 50% of these costs and will be payable by an advised date. On receipt of the prior payment, the amount received will be deducted from the total amount payable on completion of the assessment. The amount payable on the completion of the assessment will be the total amount payable as detailed in Your Proposal, less any prior payment received.

