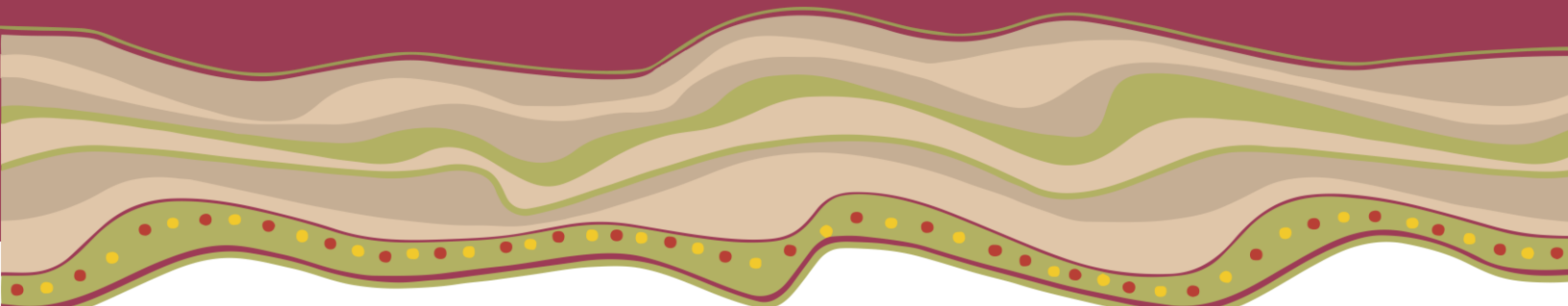


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# HDAA Standard Terms and Conditions

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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 and all sites that are subject to assessment.

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

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

## Scope of agreement

The following documents constitute the entire Agreement between us:

- a) “Your Proposal” including Assessment Costs and Durations, signed by both you and us to form your “Client Service Agreement”; and
- b) The [HDAA Standard Terms and Conditions](#);
- c) Description of [Scheme Requirements](#) and Description of Sampling showing the applicable scheme rules; and
- d) Service Description (provided by you and confirmed in “Your Proposal”).

## 1. Parties to this agreement

- a) We are HDAA Australia Pty Ltd (ACN: 134 482 625; ABN: 40 134 482 625) a Registration Body accredited by the International Society for Quality in Health Care (ISQua) and the Joint Accreditation Scheme of Australia and New Zealand (Jas-ANZ).
- b) As stated on the front page of “Your Proposal” you are the Client and you have engaged us to provide assessment services in accordance with the “Service Agreement” and applicable Service Descriptions and Scheme Requirements.

## 2. Overview

- a) The entire Agreement we have with you 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 program we shall discuss these changes with you.
- b) HDAA offers the following services to its Clients: (a) assessment (including Stage 1 and Stage 2 assessment, re-assessments); (b) follow-up progress reports; and (c) maintenance / mid-term assessments.
- c) In accordance with the requirements of our accreditation we will not provide you with any consulting or internal audit services that specifically relate to your ability to meet the requirements of the Standards.
- d) This agreement is for a period set out in “Your Proposal” section, Assessment Costs and Durations. Costs and duration are based on the Service Description provided by the Client. If changes occur to the Service Description during the registration period the costs of assessment may be adjusted accordingly.
- e) Until signed, any Agreement is a proposal. A proposal is valid for 90 days. Thereafter, if not signed, this proposal may be subject to review and may be changed in consultation with you.
- f) Once signed, the assessment and assessment services detailed in the Agreement (see Part 2) must be completed within any timeframes for accreditation as set out by the assessment program and any relevant procedures.
- g) If HDAA is not operational at the time of your assessment then this Agreement ceases unless the agreement is transferred by HDAA to another approved Registration Body. If this Agreement is transferred to another approved Registration Body the Client agrees that this Agreement will continue with that approved Registration Body until the end of the assessment period set out in the Your Proposal section “Assessment Costs and Durations”.

## 3. Service principles

We will use our best endeavour to:

- a) Support you to improve the quality of the service.
- b) Facilitate open discussion and communication between us.
- c) Deliver services that are appropriate to you in an efficient and timely manner.
- d) Provide services in accordance with this Client Service Agreement for assessment services and associated schedules.
- e) Avoid Conflict of Interest.
- f) Ensure that all assessors that complete the assessment and other personnel are impartial.
- g) Ensure all assessors selected are appropriate and sign appropriate confidentiality agreements.
- h) Conduct on-site visits in a manner that minimises the impact on your service and with appropriate sensitivity.

- i) Prepare assessment reports in a way that record the assessor observations.
- j) Provide assessment reports that, within the bounds of sampling, reflect the service, identify areas that meet requirements, and, as relevant, identify improvements.
- k) Implement follow-up appropriate to your particular assessment outcome.
- l) Treat policy and procedural documentation from you as proprietary and 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 Registration; including where appropriate notifying any relevant authority.

## 4. Purpose

Our purpose is to fulfil our obligations as an approved Assessment Body in accordance with our accreditation requirements, any scheme requirements, and approved Standards as appropriate. The purpose of this entire Agreement is to detail our mutual obligations in accordance with these requirements. The approved standards for this agreement are available at <https://www.hdaau.com.au/general-resources-and-information> .

## 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 and those that may need improvement.
- c) Transfer knowledge that can complement and support your existing quality systems and improvement processes.
- d) Act as a catalyst for continuous quality improvement.

## 6. Assessment team

- a) An Assessment Team (which is governed by the scheme procedures and may be one person) will be engaged to assess you against the standards named in “Your Proposal”.
- b) The Assessment Team will include, at a minimum, a skilled and trained Lead Assessor. It may also include other members as agreed or required.
- c) 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 locations of the service and service sites, range of people accessing services, service types, persons participating in the assessment and type of assessment.
- d) The Assessment Team will engage in a participative supportive relationship with you.
- e) 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.
- f) You are expected to: (i) agree to the Assessment Team; if you do not agree the Assessment Team you agree to notify us and we shall endeavour to find an alternative assessor(s); and (ii) allow the Assessment Team access to organisation personnel, consumers, and organisation documents and records as appropriate.
- g) 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

- a) We will aim to provide the assessment in accordance with any scheme procedures as well as in accordance with accreditation requirements that we aim to adhere to.
- b) As required by the relevant scheme the assessment may be completed in two stages. “Your Proposal” contains the relevant requirements. If the assessment is required 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: (i) review your policies and procedures for complying with the standards, (ii) evaluate your logistical needs and preparedness for the next stage, and if required by the scheme, and (iii) confirm that that you have implemented a program for conducting self-assessment 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 could be determined as not meeting the requirements of the Standards. We will proceed with the next stage of the 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 and relevant Scheme Rules if applicable).

- c) Noting that the Stage 1 assessment may be undertaken off-site, other assessments may take place at a sample of service sites as applicable. At a minimum the assessment shall evaluate the following: (i) information and evidence of conformity with the requirements of the assessed standards; and (ii) links between the requirements of the standards and your service delivery system.
- d) Planning for the assessments will commence before the actual assessment date. We will agree assessment dates with you.
- e) The method of assessment will be stated in "Your Proposal" as either an on-site assessment or Technology Assisted Assessment (TAA) conducted off site using HDAA approved technologies including secure portal and video conferencing systems. On site assessments may also involve elements of TAA where agreed with you.
- f) 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 provide it back to us for agreement.
- g) Where we need to talk to people associated with your organisation, the assessment plan will identify who we need to talk to.
- h) As part of the planning process we will send you information that (as relevant) includes some or all of the following: (i) assessment planning information, (ii) assessment plan, (iii) consumer participation invitation letter template, and (iv) consumer sampling form.
- i) The assessment is carried out at your Central Office and (as relevant) a sample of sites.
- j) The length of time that it takes to carry out the assessment will be determined by your organisations': (i) size; (ii) location; (iii) range of service types; (iv) number of sites; (v) complexity; (vi) number of clients sampled; and (vii) number of staff. The details of the duration of the assessment are contained in "Your Proposal".
- k) The scope of assessments will reflect any assessment scheme requirements and our requirements as an accredited assessment body. Specifically, this includes: (i) collecting information and evidence on how your organisation meets the requirements of the Standards; and (ii) monitoring, measuring, reporting and reviewing performance in line with the Standards.
- l) On-site assessments include some or all of the following: (i) an initial opening meeting; (ii) interview discussions with key management, staff and other representative(s); (iii) discussions with people who access the service and or related persons; (iv) documentation review including a random sample of people's files and staff files; (v) a tour of the service and observation of service delivery; (vi) note taking and recording; and (vii) a closing meeting to provide a summary overview of the assessment.
- m) Interviews are conducted confidentially. Interview information recorded as part of the assessment is non-identifiable.
- n) Reports will include at some or all of the following: (i) a brief description of the Client; (ii) an executive summary of the overall findings (conclusions) of the assessment, including comments on conformity with the assessed standards; (iii) improvement actions that you need to respond to meet the requirements of the standards, (iv) observations that advise on opportunities for improvement or the need for preventive actions to address potential nonconformities; (v) times allocated for the overall assessment and administration; (vi) (where relevant) a description of the process of consumer engagement including the number and type of interviews with Consumers; (vii) schedule for any follow-up assessments and registration expiry; and (viii) results of any assessment of previous nonconformity.
- o) 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 registration evaluator or reviewer agrees with the assessment result. The independent evaluator or reviewer may facilitate a change to the assessment where deemed necessary.

## 7.2 Follow up and maintenance assessments

- a) 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: (i) there are improvements required to meet the scheme requirements; (ii) there are substantial changes to your organisation; e.g., the integration of another organisation; (iii) a substantial complaint or a breach of Registration has been reported to HDAA, (iv) other conditions where the integrity of the operating system needs to be verified; or (v) if you wish to extend the scope of your Registration.
- b) The duration for follow up and maintenance assessments is determined by the applicable Scheme Rules that govern the assessment program and / or Standards that we need to comply with.

- c) Maintenance assessment activities include some or all of the following: (i) reviewing any changes to systems, organisational structure or personnel; (ii) reviewing the effectiveness of actions taken in response to consumer complaints; (iii) a review of the effectiveness of actions taken in response to concerns raised by staff; (iv) a review of the continued ability to meet the requirements of the assessed standards; (v) a review of the effectiveness of responses to identified improvement actions; (vi) use of marks and or any other reference to Registration; and (vii) interviewing relevant persons.
- d) After follow-up or a maintenance assessment, we shall maintain registration based on demonstration that your organisation continues to satisfy the requirements of the applicable Standards.

## 8. Reporting timeframes

- a) We aim to provide the draft written report, including agreed proposed improvement actions (if applicable) to you in accordance with the Scheme and or our accreditation requirements. The process followed for all assessments other than Stage 1 assessments is as follows: (i) a draft assessment report is forwarded to you; (ii) we receive feedback from you on the report and associated assessment record; (iii) we further review the draft and any feedback received; and (iv) 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, where determined by the Scheme, may occur without your agreement or consent.
- b) 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, or TAA. 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.
- c) You agree to take satisfactory action to any improvement action and you should note the scheme named in “Your Proposal” sets the timeframes for responding if registration is to proceed or be maintained. If registration has been issued and it is suspended, you must ensure the actions required to achieve conformity occurs in accordance with the applicable scheme requirements.

## 9. Variation to this agreement

- a) Additional services may be added, or removed, to the Client Service Agreement by way of a “Agreement Variation”.
- b) We both acknowledge that the Client Service Agreement (the signed “Your Proposal”) may be varied on the occurrence of any of the following events: (i) to meet changes as directed by our accreditation; (ii) to meet any changes to the standards identified in “Your Proposal”; (iii) if the scope of service to be assessed changes from the Services Description provided to us; or (iv) where significant changes in the sector environment result in costs that are beyond our control.

## 10. What you are expected to do

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

- a) Ensure your organisation and services are eligible to be audited to the specifications and requirements of the scheme owner/regulator [including, but not limited to: (i) appropriate staff qualifications, and (ii) delivery of relevant professional services]. If we complete an assessment and it is later determined by a regulator or you that you are not eligible for certification, accreditation, or registration, you agree to responsible for the assessment cost.
- b) Comply with relevant legislation and regulations.
- c) Maintain a documented management system which conforms and continues to conform to the relevant Standards.
- d) Inform us prior to the assessment, about any actual or perceived conflict of interest including but not limited to existing, former or envisaged link between a HDAA assessor and your service.
- e) Inform us if there are any Critical Incidents and or serious complaints that we should be aware of; i.e., that may impact on the outcome of the assessment.
- f) Make participants and consumers aware of our visit and offer them the opportunity to participate and meet with us.

- g) Facilitate interviews and reviews of participant/client and staff files by obtaining informed consent if required; noting that if required, we will sign a confidentiality statement (note: children will not be interviewed without an advocate present).
- h) Complete periodic Self-assessment and internal reviews of your service.
- i) Make available to us all relevant documentation 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 for licensed care services. Where relevant, you also agree to supply us with copies of the inspection reports and any associated compliance actions from a licensed care service, and so on. This includes summary documentation relating to complaints about the service.
- j) To provide us with the most recent copy of your funding agreement, if you have one.
- k) Prior to your assessment you also agree to complete all required preparation. This will include the information that you provide prior to the assessment. The full list of information will be described in the pre-visit planning questionnaire that we will send to you.
- l) Inform HDAA when you cease to provide your services for any reason.
- m) Provide HDAA and our assessors advice in relation to any safety and well-being concerns (i.e. exercise a duty of care to assessors visiting or assessing your services, sites and engaging with your participants and consumers).
- n) For an on-site assessment, you agree to provide your organisation's COVID-19 Safety Plan. HDAA assessors are required to adhere your COVID-19 Safety Plan where possible. Where this is not possible, we will consult with you to satisfactorily manage infection risk and where this cannot be done, you agree that we may review the process for completing the assessment; e.g., implement a remote technology assisted assessment.

## 11. HDAA liability

- a) 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 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.
- b) The information contained in the Report will be based on information available to the assessor(s) at the time of the assessment visit, including sampling. 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 random 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.
- c) 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, 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.
- d) The assessment service and Report is provided to you on the basis that you are agreeable to the above terms, and 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 three 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 to you.

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

- a) We will conduct assessments against approved standards using competent assessors. We may issue you with a certificate for the applicable standards named in “Your Proposal”. In granting, maintaining, extending, reducing, suspending, withdrawing, or transferring registration we will conform to the requirements of our accreditation and provide information to other parties (e.g., funder, Regulator) as required of us by the relevant scheme, our accreditation, or relevant law. In signing “Your Proposal”, you authorise HDAA to release reports and relevant associated information as set out above or if serious concerns are raised by us in relation to the operations of your service.
- b) Should we grant a certificate we will follow the rules set out in our framework for maintaining, extending, and reducing, suspending, withdrawing, or transferring registration. We will provide you with the rules for the above on request.
- c) 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 all documents to us.
- d) If determined by the applicable scheme, we may allow you to voluntarily suspend your registration 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., maintenance or re-registration dates will remain as set out in the registration schedule. We shall withdraw registration if requested.

### 14. Conditions of registration

- a) The Service Description provided by you and named by version and date in “Your Proposal” determines the scope of registration. Services not included in the Service Description cannot be included in the scope of the certificate of registration. Consequently, it is important that the Service Description provided and name in “Your Proposal” (or subsequent Agreement Variations) fully reflects the scope of the services to be certified. It is the responsibility of the client to ensure that HDAA is fully informed of the services that are in scope for registration.
- b) We will conduct assessments in relation to the relevant scheme named in “Your Proposal”. Where you meet the requirements of the Standards and if allowed by the Scheme, we will issue you with a certificate. The certificate shall remain the property of HDAA. You are not to use any certificate issued by HDAA in such a manner as to bring HDAA into disrepute nor make any statement regarding this certificate which is considered misleading or that is unauthorised. A certificate will detail the schedule of services as documented in the Service Description provided by you.
- c) A certificate that is issued will be issued for a period that is relevant to the scheme.
- d) Should the conditions of a certificate issued to you not be met or continue to be met, we may reduce, suspend or withdraw the certificate. At its discretion HDAA may conduct an assessment to confirm adherence to the requirements of registration and you agree to pay for this assessment.
- e) The certificate will include the following conditions that need to be met for the certificate to remain valid: (i) a change to your legal status, (ii) change of ownership, (iii) transferring services to new site/premises (relocation), (iv) the closure of any site or cessation of Service Type, (v) adding in any new Sites or Service Type, (vi) any serious event that requires that a statutory body is notified, and (vii) correct use of the HDAA Mark.
- f) A certificate may be issued with conditions; e.g., that progress action is taken in relation to improvements identified at the assessment.
- g) We may use a Quality of Care Review methodology to assess risk and conformance with certain requirements in the assessed standards.

### 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 “Your Agreement”, you agree to allow our accreditation agency to observe your assessment when the accreditation agency completes an assessment of our services. 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 our assessor and where we do this all costs of the witness assessor will be attributable to HDAA.



Where we are required by the Scheme to be accredited by The Joint Accreditation System of Australia and New Zealand (Jas-ANZ) the obligations of that accreditation require that Jas-ANZ assessors are entitled to conduct validation visits of the client's systems and accordingly you agree to this.

## 16. Use of logos and marks

We have an information booklet detailing the conditions for the use of the HDAA Mark available on our website and we will provide this to you on request. You will ensure that no logo, mark, certificate document 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 Marks must adhere to the requirements of their use and incorrect use may result in suspension and or withdrawal of your Registration. Where it has proved necessary to suspend or withdraw Registration you must discontinue use of all advertising matter that contains any image or reference thereto and return any documents as required by us.

## 17. Confidentiality

- a) Except where it is required by legislation or through our 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.
- b) 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.
- c) 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 Statutory Authority.
- d) We shall not use information about people or organisation personnel for any purpose other than the assessment of conformity with the standards.
- e) If necessary, we may ask that files and records be de-identified to allow sampling.
- f) As set out in the scheme rules or through our accreditation or as required in law we may: (i) issue a copy of the review reports and findings to authorised persons, (ii) contact a relevant authority if any health, safety or abuse risks, professional misconduct, financial improprieties is found or suspected during the assessment, (iii) disclose information to a relevant authority after we have notified the organisation and this may be without the organisations' consent, and (iv) maintain a register of its certified organisations that is up to date.
- g) 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 and or professional misconduct. 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 Registration will not proceed until the issue has been resolved.

## 18. Complaints, disputes and appeals

### Complaints and disputes

- a) No complaint will result in discriminatory action against the complainant.
- b) As required by the scheme described in "Your Proposal", or our accreditation, we shall notify the relevant authority of a complaint made by you in relation to a registration decision.
- c) The HDAA internal complaints procedure is maintained by the Health & Human Services Manager who retains a "Complaints Log" that documents the complaint and its outcome. Complaints must be provided in writing. In the event that concerns or issues are raised, the following process will be followed:
  - i) All complaints shall be documented in writing and shall be recorded in the HDAA Complaints Log.
  - ii) Any complaint will be acknowledged in writing and the results of any complaint will be responded to in writing.
  - iii) The complainant will be advised of complaints process.
  - iv) Complaints must be raised within 30 working days of the occurrence of the complaint. Complaints raised after 30 working days will not be accepted.

- v) 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.
- vi) A resolution within 30 working days of notification will occur unless an agreement with the complainant or appellant cannot be reached.
- vii) Where appropriate, any concerns or issues will 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 Health & Human Services Manager will be informed of the proposed resolution.
- viii) The complaint log will be completed when the complaint is finalised.
- ix) The complainant will receive information on the outcome of the complaint investigation.
- x) If no resolution can be achieved to the complaint, the complainant can, at that time, may escalate the complaint to the HDAA accreditation body which may then agree to take responsibility for responding to the complaint.
- xi) 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 registration will discontinue.

## Appeals

- a) 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:
  - i) The appeal should be in writing and received within 10 working days of a registration decision being made by HDAA.
  - ii) HDAA will acknowledge the appeal in writing and describe the appeal process.
  - iii) 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.
  - iv) If no change, then the matter is referred to the Health & Human Services Manager (who has not been involved in the Assessment Team for the specified Client) or an independent person who will review all relevant information and recommend to the Health & Human Services Manager whether a change is justified.
  - v) If the Health & Human Services Manager determines that no change can be made to the report or decision then an option will be to re-assessment the disputed areas with a different assessor (subject to cost implications).
  - vi) If no agreement is reached with the Client the dispute is referred to mediation or, if the Client agrees, the Agreement between HDAA and the Client may be terminated and HDAA registration will be discontinue.

## 19. Code of ethics

Assessors, Technical Experts, and Staff abide by a code of ethics when assessing and providing services to organisations: The code of ethics states that we will:

- a) Act professionally, accurately and to report findings in a consistent and unbiased manner and in accordance with our accreditation requirements.
- b) Undertake assessments in accordance with procedures and guidelines and with consideration to ISO 19011 and other relevant standards.
- c) 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) Not to enter into any activity that would prevent the performance of duties in an objective manner.
- e) As far as reasonable, adhere to the requirements of relevant legislation.
- f) Not to promote or represent any business interests whilst conducting assessments.
- g) Not to accept any inducement, commission, gift or any other benefit from any interested party in accordance with the HDAA gifts policy.
- h) Not to act outside the scope of the assessment process in a way that would prejudice the reputation of an HDAA client.
- i) Cooperate fully with any inquiry in the event of any complaint or any alleged breach of policy, procedure or process.
- j) Be considerate of the working hours of their clients' when planning assessments.

- k) Promote available complaint mechanisms to clients and participating consumers.
- l) Facilitate transfer of registration if requested by a client. HDAA shall not revoke registration simply because a client advises of its intent to change its registration body.
- m) At all times, act with honesty and professionalism.