



**Services Agreement**  
for Health Care Provider  
Certification Services  
for

**Client Name**





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**DATED**

**Date**

**PARTIES**

**THE DAA GROUP LIMITED**  
**(“The DAA Group”)**

**Client name (“Client”)**

**BACKGROUND**

The DAA Group is a designated auditing agency under the Health and Disability Services (Safety) Act 2001 (“Act”) and audits the provision of health care services by health care providers.

The DAA Group also provides other auditing, certification, surveying, surveillance and accreditation services to health care providers.

The DAA Group has been engaged by the client to provide the Services (as defined below) on the terms of this Agreement.





**IT IS AGREED THAT:**

**1 Definitions And Interpretation**

1.1 The following definitions apply in this Agreement unless inconsistent with the context or otherwise specified:

“Act” means the Health and Disability Services (Safety) Act 2001;

“Business Day” means a day on which registered banks are open for general banking business, other than a Saturday, Sunday or statutory holiday, in Wellington and Christchurch;

“Code of Practice” means the Code of Practice issued by The DAA Group, covering matters such as the scope and manner in which the Services are to be provided, and the various rights and obligations of the parties in regard to the provision of the Services, as amended from time to time by The DAA Group;

“Commencement Date” means the date that The DAA Group will commence providing services to the Client as specified in Schedule 1;

“Fees” means the fees for the Services as specified in Schedule 1;

“Force Majeure” means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other industrial action);

“GST” means goods and services tax under the Goods and Services Tax 1985 (as amended);

“Location” means the location(s) of the Client's operations in respect of which the Services are to be provided as specified in Schedule 1;

“Related Company” has the meaning given to it by section 2(3) of the Companies Act 1993;

“Renewal Term” means, if applicable, the renewed term of this Agreement, as specified in Schedule 1.

“Services” means the services to be provided by The DAA Group pursuant to this Agreement as set out in Schedule 1; and

“Term” means the initial term of this Agreement, commencing on the Commencement Date, as specified in Schedule 1, and except where the context otherwise requires, includes the Renewal Term, or any shorter Term ending on termination of this Agreement.

1.2 **General provisions of interpretation** – In the construction and interpretation of this Agreement unless inconsistent with the context or otherwise specified:

(a) references to Background, clauses and Schedules are references to background, clauses and schedules of this Agreement;

(b) references to statutes or statutory provisions include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinated legislation made under them (except to the extent that any amendment enacted after the date of this Agreement would increase or extend the liability of either party);





- (c) words importing the singular number include the plural and vice versa, references to any gender include every gender and references to persons include corporations and unincorporated bodies of persons, government or semi-government bodies or agencies or political subdivisions of them;
- (d) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (e) references to “dollars” and “\$” are references to New Zealand dollars;
- (f) references to “written” and “in writing” include any means of permanent visible representation;
- (g) references to time are to New Zealand time; and
- (h) references to any document include all modifications and replacement documents from time to time.

## **2 Commencement, Term and Renewal**

- 2.1 This Agreement shall commence on the Commencement Date, and shall continue in force for the Term stated on Schedule 1.
- 2.2 This Agreement shall be automatically renewed for the Renewal Term unless the Client gives The DAA Group at least six months written notice prior to the expiry of the Term that the Client does not wish this Agreement to be renewed for the Renewal Term. If renewed, The DAA Group will provide a revised schedule of Fees and payment dates applicable to the Renewal Term.

## **3 Provision of Services**

- 3.1 While this Agreement continues and subject to its terms, The DAA Group shall provide the Services to the Client, and the Client will exclusively engage and use The DAA Group to provide the Services, and any other auditing, certification, surveying, surveillance or accreditation services required by it during the Term, provided that the DAA Group provides the audit type within their scope of practice.
- 3.2 The Services shall be provided at and only in respect of the Location(s) specified in Schedule 1.
- 3.3 The DAA Group shall provide the Services to the Client with due care and skill and in accordance with all applicable legislation and all lawful requirements.
- 3.4 Reports issued by The DAA Group may include statements based on information received from the Client, and are subject to the accuracy and completeness of that information. The DAA Group is under no obligation to highlight issues that are outside the specific scope of the Services provided.
- 3.5 The DAA Group shall act solely as an independent contractor and shall have no power, as agent or otherwise, to undertake on behalf of the Client any commitment or liability, except to the extent that the Client may direct in writing.

## **4 Client Responsibilities and Acknowledgements**

- 4.1 The Client will:
  - (a) ensure that all information requested is given to The DAA Group promptly to enable the Services to be performed effectively;
  - (b) procure all necessary access for The DAA Group's auditors and contractors to enable the



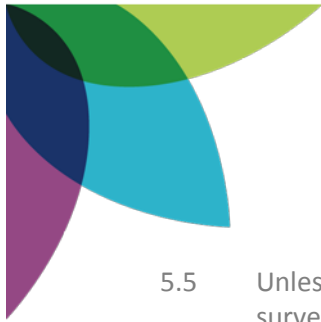


- Services to be performed effectively;
- (c) if required, supply any special equipment and personnel necessary for the performance of the Services;
  - (d) inform The DAA Group in writing in advance of any actual or potential hazards or dangers in connection with the provision of the Services;
  - (e) ensure that all necessary measures are taken for the safety and security of The DAA Groups' employees and contractors at the Client's sites during the performance of the Services;
  - (f) take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the Services; and
  - (g) comply with the terms of this Agreement.
- 4.2 The Client will use the name and logo of The DAA Group when they advertise or promote their certification or accreditation, and will comply with the instructions of The DAA Group when using its name and branding. The Client acknowledges that its certification or accreditation will be published by The DAA Group on its website.
- 4.3 The Client acknowledges that audit reports and certificates shall at all times remain the property of The DAA Group, and the Client will comply with The DAA Group's instructions in respect of the same.

## **5 Fees and Expenses**

- 5.1 Subject to the terms of this clause 5, the Fees payable by the Client to The DAA Group for the Services are as specified and shall be paid on the dates outlined in Schedule 1.
- 5.2 The Fees have been agreed based on costs and rates applicable at the date of this Agreement. Whilst The DAA Group will use its best endeavours to manage costs, the Client acknowledges that costs are very likely to increase during the Term of this Agreement and The DAA Group shall be entitled to pass on cost increases to the Client, which may take into account changes in the Consumers Price Index (CPI), by way of an increase in Fees. Any increase shall not apply retrospectively to Services already provided.
- 5.3 The Fees have been agreed based on the profile of the Client as at the date of this Agreement. If the Client's profile changes after the date of this Agreement, including (but not limited to) its size, scope of operations, operating locations, accreditation status or change in Ministry of Health or other applicable requirements, The DAA Group may refund a proportion of the Fees, or increase the Fees payable by the Client, by reference to the effect that the change in profile has on the scope of the Services to be provided and/or the resources that need to be engaged by The DAA Group to provide the Services during the remainder of the Term.
- 5.4 The DAA Group shall be entitled to charge additional Fees at applicable hourly and other rates where additional attendances are required, including those arising due to non-compliance being identified by The DAA Group and/or its contractors in the course of providing the Services. Without limiting the forgoing, additional Fees may be charged for corrective action or progress reporting following an audit, additional and/or special audits, repeats of part or all of an audit programme, additional work due to the withdrawal of an audit report, and further audits required due to a change in the Client's management system.





- 5.5 Unless otherwise specified in this Agreement, the Fees will only cover one full audit and any surveillance events as required by the Certification during the Term. The Client will be invoiced for any other additional Services provided by The DAA Group at its then current rates.
- 5.6 The DAA Group will provide a discount against future fees payable where the Client provides auditors or surveyors approved by The DAA Group for the purpose of audit or accreditation survey during the provision of the Services. The discount shall be applied at the Daily Surveyor Rate (and prorated in respect of a part day) specified in the agreement with the surveyor.
- 5.7 Any refund of Fees shall be paid by The DAA Group within 20 Business Days of notification by The DAA Group to the Client. Any increase in Fees and additional Fees shall be paid by the Client on or before the 20<sup>th</sup> of the month following the month of invoice by The DAA Group to the Client, or at The DAA Group's election, prorated to subsequent instalment payments, or a combination of both.
- 5.8 All Fees are exclusive of GST. The Client shall pay GST on all Fees at then current rates against delivery of a valid GST invoice.
- 5.9 The Client shall pay The DAA Group all out of pocket expenses incurred by The DAA Group and its employees or contractors, and all normal allowances paid or payable by The DAA Group and/or its contractors to their employees and contractors, that are incurred in regard to the provision of the Services, which shall include:
- (a) all travel reasonable expenses and allowances (including airfares, airport taxes, rental car costs, mileage, taxis and any other transport costs incurred travelling to and from or during the event/activity), which will be charged at cost (where applicable);
  - (b) all reasonable accommodation costs, which will be charged at cost;
  - (c) reasonable allowances for communication costs; and
  - (d) reasonable meal and sustenance at cost, but kept to a minimum and not inclusive of any alcohol consumed by the auditor or surveyor
- All such amounts will be invoiced to and paid by the Client on or before the 20<sup>th</sup> of the month following the month of invoice.
- 5.10 All Fees and other amounts payable by the Client shall be paid in full without deduction or set-off.
- 5.11 If the Client fails to pay any amount on or before the due date then (without prejudice to clause 8):
- (a) the amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at the rate of 15% per annum;
  - (b) The DAA Group may suspend provision of further Services until the amount and all interest accrued thereon has been paid by the Client; and
  - (c) The DAA Group shall be entitled to require payment in advance before any further Services are provided.
- 5.12 If the Client withdraws from the audit programme without giving three months notice, expenses that have been incurred by the DAA Group will be invoiced and paid by the 20<sup>th</sup> of





the month following receipt of the invoice. Expenses incurred include time spent on audit planning and preparation (up to the amount defined in the proposal), non-refundable disbursement costs and reimbursement to auditors who cannot undertake other work due to short notice cancellations (chargeable when less than one month of cancellation notice from audit date is given).

#### 5.13 Default and Consequences of Default

- (a) Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the DAA Group's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgement.
- (b) If the Client owes the DAA Group any money, the Client shall indemnify the DAA Group from and against all costs and disbursements incurred by the DAA Group in recovering the debt (including, but not limited to internal administration fees, legal costs on a solicitor and own client basis, the DAA Group's collection agency costs, and bank dishonour fees).
- (c) Without prejudice to any other remedies the DAA Group may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the DAA Group may suspend or terminate the supply of Services to the Client. The DAA Group will not be liable to the Client for any loss or damage the Client suffers because the DAA Group has exercised its rights under this clause.
- (d) Without prejudice to the DAA Group's other remedies at law, the DAA Group shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the DAA Group shall, whether or not due for payment, become immediately payable if:
  - (i) any money payable to the DAA Group becomes overdue, or in the DAA Group's opinion the Client will be unable to make a payment when it falls due;
  - (ii) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (iii) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- (e) The DAA Group shall be entitled to require payment in advance before any further Services are provided.

#### 5.14 Privacy Act 1993

- (a) The Client authorises the DAA Group or the DAA Group's agent to:
  - (i) access, collect, retain and use any information about the Client;
    - (A) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or







- (B) for the purpose of marketing products and services to the Client.
- (ii) disclose information about the Client, whether collected by the DAA Group from the Client directly or obtained by the DAA Group from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- (b) Where the Client is an individual the authorities under clause 5.14 (a) are authorities or consents for the purposes of the Privacy Act 1993.
- (c) The Client shall have the right to request the DAA Group for a copy of the information about the Client retained by the DAA Group and the right to request the DAA Group to correct any incorrect information about the Client held by the DAA Group.

## **6 Code of Practice**

- 6.1 Both The DAA Group and the Client agree that the Services will be provided in accordance with, and they will both be respectively bound by, the Code of Practice (Schedule 2).
- 6.2 The DAA Group shall be entitled to amend the Code of Practice from time to time by written notice to the Client.

## **7 Limitation of Liability and Indemnity**

- 7.1 The DAA Group's aggregate liability, together with its directors, employees and contractors, whether in contract, tort (including negligence) or otherwise, for any loss or damage suffered or incurred by the Client arising from any act or omission of The DAA Group or its directors, employees or contractors, shall be limited to the Fees paid by the Client for the Services during the Term of this Agreement.
- 7.2 In no event shall The DAA Group or its directors, employees or contractors be liable, whether in contract, tort (including negligence) or otherwise, for any loss (whether direct or indirect) of profits, business, anticipated savings or other economic loss or for any indirect, special or consequential loss, even if The DAA Group was or should have been aware of the likelihood of such loss.
- 7.3 No action regardless of form may be brought by the Client against The DAA Group or any other party more than one year after the cause of action has arisen.
- 7.4 The Client indemnifies The DAA Group and its directors, employees and contractors against any loss, damage or expense (including costs on a solicitor and client basis) arising in any respect out of any claims made by a third party in regard to the performance, purported performance or non performance of any of the Services.

## **8 Termination**

- 8.1 Either party may terminate this Agreement by written notice to the other if:
  - (a) that other party commits any continuing or material breach of any of the provisions of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy the breach within ten Business Days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;





- (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
  - (c) that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
  - (d) that other party goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under this Agreement); or
  - (e) that other party ceases, or threatens to cease, to carry on business.
- 8.2 For the purpose of clause 8.1(a), a breach will be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance.
- 8.3 The DAA Group may terminate this Agreement by written notice to the Client. The Client shall not be entitled to make any claim against The DAA Group or its directors, employees or contractors if this Agreement is terminated pursuant to this clause.
- 8.4 The rights to terminate this Agreement given by this clause 8 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 8.5 Upon the termination of this Agreement for any reason:
- (a) despite any other provisions of this Agreement, the terms of clauses 5, 7, 10, 12, and 14 (as the case may require), shall continue in force in accordance with their terms; and
  - (b) all amounts accrued but unpaid pursuant to this Agreement shall forthwith become due and payable.

## **9 Force Majeure**

- 9.1 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.
- 9.2 Despite any other provision of this Agreement, neither party shall be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
- 9.3 For the avoidance of doubt, nothing in this clause 9 shall relieve the Client from liability to pay any amount due under this Agreement on the due date for payment.

## **10 Resolution of Disputes**

- 10.1 If any dispute arises between the parties concerning this Agreement (including its breach, validity or termination), the parties shall in good faith endeavour to resolve the dispute by consultation and negotiation or by using appropriate dispute resolution techniques, but without prejudice to any other right or entitlement they may have pursuant to this Agreement or otherwise.





- 10.2 If a dispute is not resolved within ten Business Days of written notice by one party to the other of the dispute (or such further period agreed in writing between them), either party may refer the dispute to the arbitration of a single arbitrator. The arbitrator shall be agreed between the parties within ten Business Days of written notice of referral by the referring party to the other or, failing agreement, shall be appointed by the President for the time being of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute. Other than as provided in this clause, the arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996.
- 10.3 For the avoidance of doubt, this clause shall not apply to a dispute relating to accreditation or certification, or any other outcome or result applicable to the Client following delivery of all or part of the Services.

## **11 Assignment and Subcontracting**

- 11.1 The DAA Group may perform any of its obligations and exercise any of its rights under this Agreement through any other company which, at the relevant time, is its Related Company, and any act or omission of any such company shall, for the purposes of this Agreement, be deemed to be the act or omission of The DAA Group.
- 11.2 The DAA Group may carry out its obligations under this Agreement through any agents or subcontractors.
- 11.3 Except as provided in clauses 11.1 and 11.2, this Agreement is personal to the parties, and none of the rights or obligations of either of them may be assigned or transferred without the prior written consent of the other.

## **12 Confidentiality**

- 12.1 The DAA Group shall use all reasonable endeavours to keep confidential (and to ensure that its directors, employees, and consultants keep confidential) any confidential and sensitive information that it acquires in relation to the Client in the course of providing the Services.
- 12.2 The restriction imposed by clause 12.1 shall not apply to:
- (a) the disclosure in confidence on a "need to know" basis to any directors, employees and contractors of The DAA Group, or any other party, for a purpose reasonably incidental to this Agreement;
  - (b) any information which is or becomes publicly available (otherwise than as a result of a breach of clause 12.1);
  - (c) the disclosure of information to the extent required to be disclosed by law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
  - (d) the disclosure in confidence to a party's professional advisers of information reasonably required to be disclosed for a purpose reasonably incidental to this Agreement.
- 12.3 The DAA Group will not be liable for any failure by a third party to comply with any obligations of confidentiality imposed on them.





### 13 Notices

- 13.1 Every notice given or required to be given under this Agreement (“**Notice**”) shall be in writing. Notice shall be served on a party at the address of that party set out in clause 13.2 or in Schedule 1 (as the case may be) or to such other address in New Zealand as that party shall have notified the other party in accordance with this clause.
- 13.2 The address for each party is:
- (a) in the case of The DAA Group:  
Address: Level 13, 57 Willis Street  
PO Box 5088  
Wellington 6140  
Fax: +64 4 499 0368  
*And to:*  
Address: 551 Springs Road  
Prebbleton 7604  
Fax: +64 3 329 6577
- (b) in the case of the Client, at the address set out in Schedule 1, or at the Client's registered office or principal place of business.
- 13.3 Every Notice shall be sent by courier, by fast post, or by facsimile transmission. A Notice addressed to The DAA Group shall be marked for the attention of its Managing Director. To be valid, a Notice must be despatched on a Business Day.
- 13.4 A Notice shall be deemed to be served if by courier, at the time of delivery and, if posted, at 10.00 am on the second Business Day after the day it was put in the post. If sent by facsimile transmission, it shall be deemed to be served at the expiration of two hours after the time of despatch, if despatched before 3.00 pm and in any other case at 10.00 am on the first Business Day after the date of despatch.
- 13.5 In proving service of Notice it shall be sufficient to prove that delivery was made or that the envelope containing the Notice was properly addressed and posted by prepaid fastpost or that the sender's facsimile transmission report confirmed receipt.

### 14 General

- 14.1 Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.
- 14.2 Subject to clause 6, this Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all previous agreements between the parties relating to that subject matter.
- 14.3 The Client confirms that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance except as expressly set out in this Agreement. To the extent any previous representation, warranty, collateral contract or assurance was made to or with the Client, the Client waives all rights and remedies in respect of it.
- 14.4 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law or otherwise, all of which





are excluded to the fullest extent permitted by law.

- 14.5 Any variation or waiver of any terms of this Agreement shall not be binding unless set out in writing, expressed to amend this Agreement and signed by or on behalf of the parties.
- 14.6 The Client acknowledges that any rights or protections granted hereunder to the directors, employees or contractors of The DAA Group will be enforceable by those parties under the Contracts (Privity) Act 1982 as if they were a party to this Agreement.
- 14.7 This Agreement shall be governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand Courts.
- 14.8 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall continue in effect.
- 14.9 Any failure or delay in enforcing compliance with any term of this Agreement shall not be a waiver of that or any other term of this Agreement.
- 14.10 This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each party may enter into this Agreement by executing a counterpart. The parties acknowledge that this Agreement may be executed by an exchange of facsimile and/or scanned and emailed PDF copies and execution of this Agreement by that means is valid and sufficient execution.

**EXECUTED** by the parties on the date specified at the beginning of this Agreement.

**SIGNED** for and on behalf of  
**THE DAA GROUP LIMITED**

)  
)



\_\_\_\_\_  
 Director/Authorised  
 Signatory

**SIGNED** for and on behalf of  
**CLIENT NAME**

)  
)

\_\_\_\_\_  
 Director/Authorised  
 Signatory

\_\_\_\_\_  
 Date





## Schedule 1

Client	Client name
Client's address	Client's address
Term	For one certification audit and the required surveillance audit/s Three years or as defined by the Ministry of Health
Commencement Date	Date
Services	<b>Auditing Services</b> Auditing of health care services provided by the Client in accordance with the Health and Disability Service (Safety) Act 2001 <b>Auditing in accordance with the following international and/or New Zealand standards:</b> <ul style="list-style-type: none"><li>• NZS 8134:2008 Health and Disability Services Standards</li><li>• NZS 8157:2003 Alcohol and Other Drug Treatment Sector Standard</li><li>• NZS 8158:2012 Home and Community Support Sector Standard</li><li>• NZS 8156:2008 Ambulance and Paramedical Services Standard</li><li>• NZS 8171:2005 Allied Health Services Sector Standard</li><li>• NZS 8164:2005 Day-Stay Surgery and Procedures Standard</li><li>• NZS 8165:2005 Rooms/Office Based Surgery and Procedures Standard</li><li>• ISO 9001:2015 Quality Management Systems Standard</li><li>• RNZCUC Urgent Care Standard 2015</li><li>• Retirement Village Code of Practice</li><li>• EQulP Standards<ul style="list-style-type: none"><li>○ EQulP</li><li>○ EQulP Corporate</li><li>○ EQulP for Day Hospitals</li><li>○ Education visit 1 day per contract period</li></ul></li></ul>
Location	Specify locations in respect of which the Services are to be provided
Fees and Payment Date(s)	<b>Auditing Services</b> Payment as described in the proposal is to be to be paid by the 20 <sup>th</sup> of the month following receipt of the invoice [\$ payable in three/four equal instalments of \$ on the commencement Date and on 1 July in each of the following two years]





## Schedule 2

### •• CODE OF PRACTICE ••

#### 1. Purpose and Scope

- The DAA Group maintains compliance with ISO 17021-Requirements for Bodies Providing Audit and Certification of Management Systems.
- The DAA Group also maintains compliance with criteria that relate to maintenance by The DAA Group of its status as a designated auditing agency (awarded by the Director-General of Health) for the purposes of the Health and Disability Services (Safety) Act 2001 (the Safety Act).
- A copy of The DAA Group organisation chart showing the responsibility and reporting structure of the organisation is available on request and is available on our website.
- The DAA Group provides independent audit and evaluation of quality and risk management systems operated by health and disability service organisations (clients) for compliance with relevant standards.

#### 2. Rights and Obligations

This Code of Practice should be read in conjunction with the **Service Agreement** entered into between The DAA Group and the Client. The basic conditions for contracting with The DAA Group and retaining its audit services are that the Client agrees to and complies with the following:

The client will:

- a) Provide information deemed necessary by The DAA Group in order to complete the audit programme
- b) Provide time and access to staff as required on the audit plan
- c) Give access to records in order that the auditors can validate information as required by the standard
- d) Ensure audits can be undertaken within timeframes as required by certification requirements. In some situations, flexibility of three months around the due date can be allowed
- e) Pay invoices by the 20<sup>th</sup> of the month following receipt of the invoice or according to the schedule of the Service Agreement.

The DAA Group will:

- f) Provide a new proposal prior to every Certification/Accreditation cycle
- g) Communicate with the client to arrange dates and timeframes





- h) Provide information about the auditors proposed prior to the audit
  - i) Perform audits in a professional manner
  - j) Maintain auditing skills and competency
  - k) Not promote business interests or accept inducements when performing auditing duties
- 
- l) The DAA Group, if not satisfied that all the requirements for audit are being met, shall inform the Client of those requirements which require corrective action
  - m) If the Client fails to take corrective action within the specified time limit, it may be necessary for The DAA Group, at extra cost to the Client, to repeat the audit in full.
  - n) Identification of compliance with relevant standards shall refer only to the facility or sites audited and apply to the scope of the quality and risk management system, as stated on the contract formed between The DAA Group and the Client and as confirmed within the audit report submitted to the Client
  - o) The DAA Group will submit to a prospective Client a written proposal outlining the scope of audit and the costs, together with a contract acceptance form. On receipt of the completed form, The DAA Group and the Client will be entered into a Services Agreement.
  - p) The Client will be allocated to a Client Manager who will be responsible for liaising with the Client's authorised representative and progressing the audit according to The DAA Group policies and procedures.

### 3. Audit Services

The DAA Group will audit the Client's quality and risk management system using an appropriate combination of the following services:

- a) **Gap Analysis (optional and where applicable)** – This audit identifies to the Client the level of compliance with the relevant standards;
- b) **Documentation Review** – This audit verifies compliance by the Client's documented system with the relevant standards;
- c) **On Site Audit/Survey** – This audit verifies effective implementation by the Client of the documented system and compliance with the relevant standards. Successful completion of the certification/accreditation audit/survey may lead to certification/ Accreditation by The DAA Group of the Client organisation's management system.

An on site audit may be the basis of an audit report submitted by The DAA Group to the Ministry of Health for the purpose of certification by the Director-General of Health under the Health and Disability Services (Safety) Act 2001. Submission to the Ministry of Health does not imply that the Client is approved by the Ministry of Health for certification for the purposes of the Safety Act; and

- d) **Surveillance/Periodic Review Audit** – This audit/survey verifies the maintenance of the system by the Client, including a







programme of continuous quality and safety improvement and follow up of outstanding action areas.





#### 4. Extension of Registration

At a Client's request, the scope of registration with The DAA Group may be extended to cover additional health and/or disability and or support services at the same or at a new facility or site. The application process will be followed and audit will be carried out on those areas not previously covered. The cost of extending the scope of registration will be based on the nature and programme of work.

#### 5. Service Modification

The Client shall inform The DAA Group in writing of:

- a) major changes intended to modification of the service, process or system, or geographic location that may affect compliance with the relevant standards;
- b) any legal, commercial or organisational status or ownership changes;
- c) key organisation or management changes; and
- d) changes to the scope of operations.

The DAA Group will determine whether the notified changes require additional audit. Failure to notify The DAA Group during the period covered by the contract between The DAA Group and the Client may result in withdrawal of, or amendment to, any audit reports.

#### 6. Suspending or Withdrawing

The DAA Group Limited has the right to suspend or withdraw a certificate if the audits (full or surveillance) demonstrate that the organisation:

- a) Has persistent major corrective action issues that affect the quality system or safety of patients;
- b) Does not correct previous audit corrective actions;
- c) Does not conform to the requirements of the certification body when making references to its certification status in communication; or
- d) Makes or permits the use of certification documentation in a misleading manner.

Upon suspension or withdrawal the organisation must discontinue its use of all advertising matter that contains a reference to certification.

Note: The DAA Group may accept a voluntary suspension of Certification. When this occurs, the reason for requesting the suspension must be in writing and reviewed by the Managing Director and/or Client Manager prior to approval. Suspensions can be applied for three months before the scheduled audit activity must occur.

#### 7. Publicity

The Client is encouraged to publish that its services have been audited and certified by The DAA Group, provided that such publicity meets any terms and conditions set out by The DAA Group. The Client shall ensure that in its publications and advertising, no confusion arises between audited and certified processes and services. The client shall not make





any claim that could mislead purchasers and/or consumers to believe that a process or service is covered by registration and/or certification when, in fact, it is not.

When the scope of Certification for the organisation has reduced, the organisation must amend its use of all advertising matter that contains a reference to certification.

## 8. Withdrawal of Report

An audit report, including its findings and/or conclusions, may be withdrawn by The DAA Group in the following cases:

- a) If there has been a contravention of the *Services Agreement* and/or this *Code of Practice*; or
- b) If the Client fails to comply with due settlement of its financial obligation.

In the above cases The DAA Group has the right to withdraw the audit report by informing the Client. The Client may give notice of appeal (refer clause 9). No reimbursement of audit or other fees shall be given. Withdrawal of an audit report may affect the status of registration with, and/or certification by, The DAA Group. Withdrawal of an audit report shall be notified by The DAA Group to the Ministry of Health if the audit report is intended to be used for the purpose of certification by the Director-General of Health under the Health and Disability Services (Safety) Act 2001.

## 9. Appeals

If, for any reason, The DAA Group is given notification that may result in an audit report being withdrawn, or an auditor's decision is disputed, the Client has the right to appeal.

The Client's intention to appeal must be made in writing to a Managing Director of The DAA Group. The written appeal must be received by the Managing Director within seven working days of receipt of an audit report or of notification of withdrawal of an audit report. The Client is responsible for providing relevant facts and data as supporting evidence for consideration during The DAA Group *Appeals Procedure*. The Managing Director is responsible for providing relevant facts and data and supporting evidence for the decision to withdraw an audit report or to uphold an auditor's decision.

The decision of the Committee formed to conduct the appeal shall be final and binding on both the Client and The DAA Group. Once the decision regarding an appeal has been made, no counter-claim by either party in dispute can be made to amend or change this decision.

In instances where the appeal has been successful and the audit report reinstated or the auditor's decision overturned, no claim can be made against The DAA Group for reimbursement of costs or any losses incurred as a result of the initial notification of withdrawal or the auditor's decision.

## 10. Complaints

Should the Client have cause to complain regarding the conduct of The DAA Group personnel, the complaint should be made in writing and addressed to a Client Manager or Managing Director of The DAA Group.

## 11. Confidentiality

An important feature of our Auditor Code of Conduct is confidentiality. Each DAA Group auditor is bound by the terms of a Confidentiality and Conflict of Interest Agreement. The auditor is obliged to maintain the strictest confidence in regard to information relating to the affairs of our clients.





## 12. Impartiality and Managing Conflicts of Interest

The DAA Group Ltd is committed to upholding the Code of Health and Disability Services Consumer Rights for all consumers that engage with our organisation. We ensure our personnel deliver services in a non-judgmental and non-discriminatory way. The auditor must disclose to The DAA Group any conflict of interest (actual or potential) that arises and pertains to work in which they are involved with The DAA Group. For example, an auditor who has provided management system consultancy services within the past two years prior to the date of a certification audit is considered to have a threat to impartiality and to have a conflict of interest when performing audit activities.

## 13. Observer/Trainee Auditors and Mentoring of Auditors

The DAA Group is required, as part of our designation, and our independent accreditation by the International Society for Quality in Healthcare (ISQua), to provide observation and training opportunities for new auditors. In addition the DAA Group must complete an annual performance review of all employed and contracted auditors which at a minimum must include a mentored event undertaken by a senior auditor.

The mentor must be additional to the audit team and must not participate in the audit process. The mentor does not always need to be present for a full audit.

To enable compliance with these requirements, the DAA Group may be required to include an observer, trainee or mentor auditor on your audit. This will not affect the outcome of the audit of your service or incur any additional cost to you.

## 14. Amendment

The DAA Group shall be entitled to amend this Code of Practice by written notice to the Client.

In the event of any inconsistency between the terms of the Service Agreement, and the terms of this Code of Practice, then The DAA Group shall be entitled to elect which terms prevail.





# DAA Group

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