NDIS Practice Standards and Scheme

The information set out in this document relates to the management system for the NDIS Practice Standards and are adhered to by NDIS Approved Quality Auditors (AQA) per the NDIS AQA scheme.

Use of Certification and Logo

- The use of the certification logo will be utilised in accordance with the NDIS Quality and Safeguards Commission specifications. Misuse will be addressed with appropriate action;
- upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter contains any reference thereto and takes actions as required by the certification scheme (eg. Return of certification documents) and takes any other required measure;
- upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter which contains any reference thereto and takes actions as required by the certification scheme (eg. Return of certification documents) and takes any other required measure;
- if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

Impartiality

Community Audits Australia (CAA) is structured to ensure appropriate management of the service and that certification activities are managed so as to safeguard impartiality and is supported by all CAA audit staff including subcontractors.

CAA will ensure that:

- all audit team members complete a conflict-of-interest declaration before every audit;
- A conflict of interest will include if a member of an audit team has previously conducted a gap analysis or similar services to the auditee provider;
• It does not provide training to auditee providers, auditors or contractors that includes content related to this instrument, the *NDIS Practice Standards or the National Disability Insurance Scheme (Quality Indicators) Guidelines 2018*;

• If the auditor has provided gap analysis services to an auditee to which they are assigned, they will not provide auditing services with regards to the NDIS Practice Standards 2018 to that provider for a period of at least two years following the completion of that gap analysis;

  A gap analysis for the purposes of this policy is where a service provider engages CAA to evaluate their operations against, for example, the NDIS Practice Standards, or education services for that provider;

• Training about CAA’s internal processes in relation to the NDIS Scheme, for instance, and delivered in-house by CAA to their personnel that have already attended the Commission’s NDIS auditor training can be conducted by approved CAA quality auditors;

• Training about this instrument, the NDIS Practice Standards or National Disability Insurance Scheme (Quality Indicators) Guidelines 2018 will be provided by the Commission or its representative;

• CAA procedures shall not be used to impede or inhibit access by applicants;

• CAA services are made accessible to all applicants whose activities fall within the scope of its operations;

• Access to the certification process shall not be conditional upon the size of the client or membership of any association or group, nor shall certification be conditional upon the number of certifications already issued. CAA will work towards not placing undue financial or other conditions on the organisation;

• All CAA personnel (either internal or external) or committees who could influence the certification activities will act with impartiality;

• CAA will act to respond to any risks to its impartiality, arising from the actions of other persons, bodies or organisations of which it becomes aware;

• CAA will not market or offer activities that link with the activities of an organisation that provides consultancy. CAA will not state or imply that certification would be simpler, easier, faster or less expensive if a specified consultancy organisation were used;

• CAA management personnel and personnel in the review and certification decision-making process will not be involved in the activities of another entity. Both entities will remain entirely independent of each other;
• CAA will not be the designer, manufacturer, installer, distributor, operator or maintainer of the certified product;

• CAA will not offer or provide management system consultancy or internal auditing to its clients where the certification scheme requires the evaluation of the client’s management system;

• CAA Senior Management will support all requirements to safeguard impartiality of the organisations service delivery;

• CAA’s mechanism for safeguarding impartiality will be the responsibility of members of the CAA Independent Review Committee who will provide input on the following:
  o The policies and principles relating to impartiality of its certification activities;
  o Any tendency on the part of CAA to allow commercial or other considerations to prevent the consistent impartial approach to certification activities;
  o Matters affecting impartiality and confidence in certification, including openness;
  o The Independent Review Committee will review all audit reports and the Independent Auditor will make the final decision regarding recommendation for certification or the decision to not provide certification to the NDIS Practice Standards;
  o The Independent Review Committee will consist of an Independent Auditor and the CAA Operations Manager or delegate who has not participated in the audit review.

Where a decision regarding impartiality requires additional guidance CAA representatives will seek independent assistance such as JAS -ANZ representative Sector Health and Human Services or equivalent.

• Auditing Personnel
  • Will meet all the requirements as stated in the Auditor Roles Policy and report to the CAA Operations Manager any issues, complaints, conflicts of interest or queries relating to the auditing service.

**Feedback**

We highly value all feedback to ensure we know what is working and what is not. Constructive criticism is a crucial source of feedback as it allows our business to continually improve and grow. All issues will be acknowledged and dealt with in a serious matter whether it is big or small, all complaints remain anonymous. If you have any concerns or issues please contact our office and we will be happy to address the matter further.
Complaints handling and resolution process

- Each concern will be addressed and we will aim to amend the issue in a respectful manner as quick as possible
- If we cannot resolve the issue immediately, we will further explore the situation and research will be conducted to establish the facts around the concern and we will recognise options to resolve the complaint
- Once the complaint has been lodged we will continually inform you about the process of the complaint and provide the final outcome
- If our response to your complaint is not to your satisfaction, we can conduct an internal review of the outcome
- All complaints are treated confidentially
- Submission, investigation and decision on complaints shall not result in any discriminatory actions against the complainant

All complaints and feedback correspondence will be reviewed by the Chief Executive Officer (CEO)

Appeals

- Consumers are eligible to appeal any audit or nomination decision made Community Audits Australia. All petitions must be received in writing within seven working from the communication of the certification decision
- Appeals should include all crucial information to be considered. Community Audits Australia Board will review appeals.
- Each appeal is dealt with fairly and is completely non bias. Action fairness is applied when addressing issues
- All appeals are treated anonymously
- Once the appeal has been lodged we will continually inform you about the process of the appeal and provide the final outcome
- Community Audits Australia will not acknowledge any claims for reimbursement of costs, losses, damages resulting from the appeals process.

Confidentiality

We are fully accountable for all information give, obtained or constructed during the production of any certification journey. All information provided to us is secure and addressed confidentially. Any information that will be available to the public will be advised by the clients involved prior to going public. Consequently, if this information is demanded by law or statutory agreement the information will be released.
The Certifications concealed by an accreditation of an accreditation of an IAF MLA qualify for transfer. Businesses with certifications that are not enclosed by such accreditation are considered as new clients.

Certification transfer

Transfer process

Community Audits Australia acknowledges the client’s right to appoint a certification body without being extremely or unfairly constrained.

Pre-transfer review

The transfer process starts with an analysis of your certification to authenticate the efficacy of certification and status of outstanding discrepancies. In managing the pre-transfer review we will;

- Investigate to confirm that your organization’s certified activities are in our scope
- Regulate the reasons for seeking transfer
- Establish the site or sites pursuing to transfer certification, keep accredited certification, is authentic, have accredited valid certification
- Examine the most recent certification or recertification audit reports, control reports and provide the final outcome
- Complaints taken and action acknowledged
- The process of where you are in the current certification cycle
- Engagement by organization with regulatory bodies in respect of legal compliance.

Termination, Reduction, Suspension or Withdrawal of Certification Verification Decisions

- The information to substantiate non-conformity with the NDIS provider certification or verification requirements shall include all relevant, disclosable information about the NDIS provider, and be provided to the Commission, on request;
- When a non-conformity with certification requirements is substantiated, either as a result of surveillance or otherwise, CAA will consider and decide on the appropriate action to be taken such as continuation of certification under special conditions, reduction of scope of certification and removal of non-conforming variants, suspension of certification pending remedial action by the client or withdrawal of certification;
- When the appropriate action includes evaluation, review or a certification decision that the documented evaluation process will be followed;
- If certification is terminated (by request of the client) suspended or withdrawn, CAA will meet the requirements of the Scheme, in this case as below;
- If certification is suspended, CAA will assign one or more persons, in most instances the CAA Operations manager or CEO, competent in their knowledge and understanding of all
aspects of the handling of suspended certifications, to formulate and communicate the following to the client: actions needed to end suspension and restore certification, in accordance with the certification scheme; any other actions required by the certification scheme;

- CAA will take all necessary actions to ensure that it provides no indication that the organisation continues to be certified in line with the Scheme requirements in order to ensure that reduced scope of certification is clearly communicated to the client and clearly specified in any certification documentation and public information;
- CAA, in keeping with the Scheme’s requirements will assign personnel to communicate actions needed to end suspension and restore certification and or any other actions required by the certification scheme;
- Any evaluations, reviews or decisions needed to resolve the suspension, or that are required by the certification scheme will be completed as per documented requirements;
- If certification is terminated (by request of the client), suspended or withdrawn, CAA will ensure that all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure it provides no indication that the product continues to be certified. If a scope of certification is reduced, CAA will ensure that appropriate action that is specified by the certification scheme, in this case the NDIS Quality and Safeguards Commission, is made to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in certification documentation and public information;
- If certification is reinstated after suspension CAA will make all necessary modifications to formal certification documents, public information, authorisations for use of marks, etc. in order to ensure that all indications regarding certification exists and to ensure the reduced scope of certification is clearly communicated to the client and specified in certification documentation and public information;
- Any evaluations, reviews or decisions needed to resolve the suspension, or that are required by the certification scheme, shall be completed in accordance with the applicable CAA Policies;
- CAA will keep a record of this information;
- CAA will notify the Commission through the Commission’s system seven calendar days prior to suspending or withdrawing NDIS provider certification or verification decision;
- The Commission shall take into account the withdrawal of NDIS provider certification or verification decision in considering the ongoing registration of the NDIS provider;
- The withdrawal of the NDIS provider certification or verification decision does not necessarily mean the Commission will suspend the registration;
- CAA will collaborate with the Commission in formulating all communication relating to withdrawal or suspension of certification or verification decisions and keep a record of all related documents;

CAA will notify the Commission through the Commission’s system seven calendar days prior to making any decisions to resolve a suspension of a verification or certification decision
Investment

Fees are laid out in your quote. As costs are based on the rate that is correct at the time of submitting a quotation, we reserve the right to make changes during the certification time frame. Clients will be communicated with on any changes in fees if different to the quote provided. Further fees apply for any additional work that is not agreed upon in the initial quotation. These could include unplanned audits or further communication due to the identification of products not conforming or complying to the Management System or Certification program.

Reduction of Scope

Breadth of certification will be decreased to remove the components not matching the requirements if the client has considerably or continuously failed to meet certification requirements. The contraction will be in line with the obligations of the standard used for certification.

Certified client obligations

You must establish that the continued activities for which certification has been acknowledged meet the requirements and rules of Community Audits Australia Pty Ltd.
Read the obligations and rules

The obligations and guidelines of Community Audits Australia Pty Ltd certification program include but are not confined to:

1. The regulation on which the certification is positioned.

2. The License fee, Surveillance Audit fees and other fees or costs that may be conceded to on occasion between the Licensee and Community Audits Australia Pty Ltd. Any recommended adjustments to the conditions of the system or other changes, which may affect product or system obedience must be addressed to Community Audits Australia Pty Ltd. Elements considered include critical change of ownership, changes in personnel or equipment.

3. Your certificate is given to cover the location where the audit was conducted. If you intend to make changes to your address and want to stay registered you must inform Community Audits Australia Pty Ltd in order for us to establish what requirements are necessary to maintain your registration.

4. It is crucial to make sure that all relatable requests and/or instructions made by Community Audits Australia Pty Ltd in conjunction to the conduct of activities for which certification has been given, along with the use of this Trade Marks and/or accreditation marks, are complied with.

5. Can not compose any direct or implied claim that the Trade Marks and/or accreditation marks covers an activity, which are outside the guidelines of the certification program for which certification has been given.

6. Can not assign or transfer all or any component of the rights given in this Agreement to any third party.

7. Condemns that the Trade Mark is the property of Community Audits Australia Pty Ltd or the beneficiaries or assignees, and that the authenticity mark/s is the property of the Accreditation Body/Bodies.

8. Must ensure that where numerous sites, and/or differentiating certification guidelines are held, processes will be identified and continued for notifying consumers of any goods and services conducted or given outside of the certification scope registered with Community Audits Australia Pty Ltd.

9. Must be clear in all contacts with clients that the certification given by Community Audits Australia Pty Ltd in no way suggests that the product or service authenticated is approved by accreditation authorities or the appropriate Australian or New Zealand Government Ministries.

10. Must allow the Accreditation Body to review any of our audits. The rules require that the Accreditation Body may select any of our audits for witness. This witness audit by the Accreditation Body is to ensure that both auditors and Community Audits Australia Pty Ltd are operating in a satisfactory manner and in conjunction with all the necessary requirements. We will inform you of such a selection prior to the audit.

11. When notified of changes, must report to the certification scheme by Community Audits Australia Pty Ltd, implement all changes in a timely manner.

12. If providing copies of the certification documents to other parties, give the documents in their entirety or as specified in the certification agreement.

13. Must keep a record of all issues relating to agreement with certification guidelines and ensure this record is available to Community Audits Australia Pty Ltd when required.

14. Must take necessary action in a respectful manner to complaints and/or any defects found in products that affect the compliance of the requirements for certification.

15. Must document the actions taken in response to 11 and 12 above.

*Special Conditions – Disability/Human Services Clients must consent to Community Audits Australia Pty Ltd passing on copies of any audit research on to a third party e.g. The relevant State or Federal Department.

For further information or clarification regarding any of the above information please contact the Community Audits Australia Office 02 9412 2110 or contact@communityauditscom.au.