



Terms and conditions of membership

Australasian Sonographers Association | May 2021

Level 2, 93–95 Queen Street,
Melbourne, VIC 3000

T +61 3 9552 0000

www.sonographers.org
May 2021

Contents

Definitions	3
Terms.....	3
Privacy and Data Use.....	4
Automatic Renewal of Membership.....	4
Payment of Membership Fee.....	5
ASA Privacy Policy – Australia	7
ASA Privacy Policy – New Zealand	13
ASA Member Code of Conduct	18
ASA Sonographer Code of Conduct	22
Direct Debit Agreement Bendigo Bank	45

Definitions

Membership means annual membership of the Association in accordance with Article 7 of the Association's constitution and Member has the corresponding meaning.

Membership Fee means the fee payable for the relevant category of Membership for the forthcoming year.

Membership Form means and includes the Membership application form for the Association, whether in hard or soft copy, through an applicable webpage of, or form available from, the Association.

Automatic Renewal means you selecting or ticking the "Automatic Renewal" 'Opt-in' box in the Association's Membership Form, in which you consent (in accordance with these Terms and Conditions of Membership) to the Association automatically renewing your Membership annually, and either: (i) direct debiting your account; or (ii) deducting payment and storing your credit or debit card details, in accordance with these Membership Terms and Conditions.

Terms

- 2.1. All members must meet the Association's criteria for admission to the relevant membership category.
- 2.2. Members must ensure all information and supporting documentation provided on joining and renewing their membership is true and accurate.
- 2.3. By joining or renewing their membership in either the Accredited Medical Sonographer or Accredited Student category, members agree to abide by the values, principles and standards set out in the Association's current Code of Conduct for Sonographers. The code sets out the expectations of sonographers with respect to: professional conduct, examination and reporting technique and protocol, patient care, non-discriminatory practice, privacy and information security, conflict of interest, confidentiality, compliance with laws, treatment of colleagues, the sonographer and society, and research and clinical teaching.
- 2.4. Members agree to abide by the ASA Member Code of Conduct and the By-laws..
- 2.5. Members must declare if they have been refused the right to practice as a health practitioner in Australia or overseas.
- 2.6. Member seeking Professional Indemnity and Legal Benefits insurance through the Australasian Sonographers Association in conjunction with their membership must declare if they have been refused Professional Indemnity and Legal Benefits insurance or if they are aware of an incident which may give rise to a claim against them being lodged.
- 2.7. Members must declare if they have been charged with or convicted of any criminal offence.
- 2.8. Members' rights to membership may be forfeited if they fail to make all relevant disclosures.

- 2.9. Membership terminates, and all benefits relating to membership cease if a member is deemed under the Association's Constitution to be unfinancial.
- 2.10. The Board of the Association has the absolute right in accordance with the Constitution to refuse to admit anyone as a member and it is not required to state any reason for any such refusal.
- 2.11. Advance written notice of a member's intention to resign must be submitted and that such notice will become effective only if the annual membership fees and any other monies owing to the Australasian Sonographers Association (as applicable) are paid as at the date of resignation.
- 2.12. Members acknowledge that they have read the Association's Privacy Policy and consent to the information about them being collected by the Australasian Sonographers Association for the purposes of processing their membership application and or annual renewal and facilitating the automatic renewal process. Members agree to the use and disclosure of information collected, subject to such use meeting the requirements of the Privacy Act, for the purposes of furthering the interests of the sonography profession and the objects of Australasian Sonographers Association.
- 2.13. Members undertake to contribute to the assets of the Association in the event of it being wound up whilst still a member or within one year after ceasing to become a member such amount as may be required not exceeding twenty dollars (\$20.00), for: a) payment of the debts and liabilities of the Association in the event of it being wound up while I am a member or within one year after they cease to become a member b) the costs, charges and expenses of winding up; and c) adjustment of the rights of the contributories among themselves.

Privacy and Data Use

- 3.1. At ASA, your privacy matters, and we are committed to protecting it. Our privacy policy on how we deal with your personal information is located at the end of this document.

Automatic Renewal of Membership

4. If you opt-in to Automatic Renewal by selecting the 'opt-in' box in the Membership Form, you:
 - (a) authorise the Association to automatically renew your Membership during the month of June each subsequent financial year (exact date to be confirmed by the Association at least two weeks prior to the renewal date); and
 - (b) either (depending on which you select on the Membership Form):
 - (i) authorise the Association's merchant provider to direct debit your account, in accordance with the direct debit agreement referred to in clause 5.3(b); or
 - (ii) authorise the Association to:
 - (A) debit your credit or debit card as outlined in clause 5.3(c); and
 - (B) authorise the Association to securely store your credit or debit card details to facilitate the payment(s) referred to in this clause 5.

- 4.1. The Association will renew automatically your Membership on the basis that the information provided in any Membership Form remains true and correct. You are obliged to update your details as required by logging into your membership dashboard.
- 4.2. The Association will provide you with notice, by email or such other means of notification as determined by the Association in its sole discretion, of the relevant Membership Fee for the forthcoming Membership year, no later than 4 weeks prior to the forthcoming membership year
- 4.3. You can opt-out of Automatic Renewal by: (i) not selecting the 'opt-in' box on the Membership Form when completing and lodging the form; or (ii) contacting the Association on (03) 9552 0000

Payment of Membership Fee

- 5.1. When you sign up as a Member of the Association, you agree to pay the 12-month Membership Fee, irrespective of whether or not you wish to be, or remain, a Member for the duration of the relevant 12-month period. If you elect to pay in 12 monthly instalments and then wish to opt out of the Monthly payment schedule, you must at that time make advance payment of all remaining instalments for the current membership year.
- 5.2. Payment of your 12 Month Membership Fee may be made in either:
 - (a) one annual amount (**Annually**); or
 - (b) 12 monthly instalments (**Monthly**),as indicated by you on the Membership Form, by ticking or selecting the Annual Payment or the Monthly Payment box.

Where you take up the Monthly option after 1st July in the relevant year, the first instalment payable will total the sum of all monies payable to that point in time, to bring the amounts payable in line with the standard Monthly schedule.
- 5.3. Payment of your Membership Fee may be made by any of the following:
 - (a) if you do not select Automatic Renewal, by credit or debit or Electronic Funds Transfer, Annually or Monthly as indicated in the Membership Form; or
 - (b) if you opt-in to Automatic Renewal and select "direct debit", by completing the direct debit authorisation and agreement provided with the Membership Form, under which your nominated bank account:
 - (i) will be debited Annually or Monthly as directed by you in the Membership Form; and
 - (ii) will be debited (depending on whether you select Annually or Monthly):

- (A) Annually – during the month of June of that financial year (exact date to be confirmed by the Association at least two weeks prior to the renewal date) and each subsequent year; or
- (B) Monthly – on the 1st day of each calendar month in that and each subsequent year,

subject to Clause 4.1 of these Membership Terms & Conditions.

- (c) if you opt-in to Automatic Renewal, payment by credit or debit, by inserting your credit or debit card details into the Membership Form in which case your nominated credit or debit card:

- (i) will be debited Annually or Monthly as directed by you in the Membership Form;
- (ii) details will be securely stored on the Association's secure system for the duration of your ongoing consent to Automatic Renewal; and
- (iii) will be debited (depending on whether you select Annually or Monthly):

- (A) Annually – during the month of June of that financial year (exact date to be confirmed by the Association at least two weeks prior to the renewal date) and each subsequent year; or
- (B) Monthly – on the 1st day of each calendar month in that and each subsequent year,

subject to Clause 4.1 of these Membership Terms & Conditions.

- 5.4. Direct debits from your account will be debited in accordance with the direct debit authorisation and agreement.
- 5.5. Credit and debit card payments will be debited from your credit or debit account on the date nominated for payment by the Association.
- 5.6. If a payment fails or a debit is dishonoured, the Association will attempt to contact you via telephone or email (including a combination of these methods if the initial contact is not successful). If the Association is unable to contact you and no further payment is made, or if the Association does make contact but you do not pay the Membership Fee, then you will no longer be a financial Member and, will no longer be entitled to the benefits of Membership and will be ineligible to renew your Membership until all outstanding amounts are paid."
- 5.7. If you consent to Automatic Renewal and consider a payment or withdrawal has been made incorrectly, you should contact the Association on (03) 9552 0000 and request that the payment or withdrawal be reviewed. The Association will investigate any claims of incorrect payments or withdrawals thoroughly and process refunds for any proven claims as soon as practicable.



Privacy Policy – Australia

contents

Privacy Policy	9
Why We Collect, Use and Disclose Your Personal Information	9
Types of Personal Information that We Collect.....	9
How We Collect Personal Information.....	10
Access to Your Personal Information	10
Overseas Disclosure of Your Personal Information	11
Security and Data Retention.....	11
Update to Our Privacy Policy	11
Complaints and Contact Information	11

Privacy Policy

Last updated: 19 May 2020

At ASA, your privacy matters, and we are committed to protecting it. Our policy on how we deal with your personal information is set out below.

Why We Collect, Use and Disclose Your Personal Information

We collect, use and disclose your personal information so that we can effectively provide our services to you. Sometimes, collection, use or disclosure of certain types of personal information may also be mandated by law, for example for record keeping purposes.

We will only collect, use or disclose your personal information if it is necessary for the legitimate purposes of conducting our business. We will never sell or otherwise disclose your personal information to third parties for financial gain.

Some of the legitimate business purposes for which we collect, use or disclose your personal information include:

- To provide products or services to you in respect of the ASA;
- To share your personal information with our related entities or third parties engaged by us (such as IT contractors) where it is directly relevant to our provision of products or services to you;
- To exchange correspondence with you;
- To answer queries or provide information requested by you (including marketing and promotional material where you have consented to receiving them);
- To maintain an internal record of our communications and business dealings with you;
- To deal with any complaints or disputes; and
- To comply with any relevant law or regulation.

We will set out in more detail the particular reasons for the collection of your personal information in a separate privacy notice at the time of collection.

You will always be free to choose whether or not you provide any part of your personal information to us. This includes where you choose to deal with us anonymously or through use of a pseudonym. However, for legal and practical reasons, we may be unable to provide you with certain services without collecting particular types of personal information from you.

Types of Personal Information that We Collect

Personal information can be any information or opinion that is about you or that can reasonably be ascertained to be about you.

Examples of the types of personal information that we may collect include:

- Your name;
- Your contact details such as address, phone number or email;
- Your date of birth;
- Your IP address or device identifier; and
- Geolocation data from your electronic device.

We do not collect information related to your health, racial or ethnic origin or religious beliefs.

We may require sensitive information. If we need to collect, use or disclose sensitive information about you, we will ask for your specific consent unless we are otherwise required or permitted to do so without your specific consent by law.

How We Collect Personal Information

We collect personal information directly from you unless it is unreasonable or impractical to do so. Ways that we collect personal information from you include:

- When you provide information to us through forms, applications or social media;
- When you communicate with or send correspondence to us;
- Through your purchase of products or services from us; and
- Through your use and access of our website.

Your personal information may also be collected through the use of cookies or other similar technology on our website. Such technology is designed to automatically collect both personal information sent by your electronic device (such as IP address, device identifier and geolocation data) and non-personal, analytical information in order to enhance the user experience.

We will collect personal information directly from you unless it is unreasonable or impracticable to do so. If we do collect your personal information from a third party, we will only do so when we have your consent or if we are otherwise required or permitted to do so without your consent by law.

Access to Your Personal Information

You have a right to request access to your personal information collected and held by us. This includes the right to:

- ask us what information we hold about you;
- receive a copy of your personal information that we hold; and
- have your personal information held by us corrected or updated.

However, in some circumstances we may refuse access to your personal information. This includes where:

- you fail to supply us with sufficient identification information for us to verify your identity or your authority to access someone else's personal information;

- giving access may pose a serious threat to the life, health or safety of any individual or the public in general; and
- giving access would have an unreasonable impact on the privacy of other individuals.

You can request access to your personal information by contacting us using the details provided under the “Complaints and Contact Information” section of this privacy policy. We will endeavour to respond to any request for access to personal information within 30 days.

Overseas Disclosure of Your Personal Information

We may share certain personal information collected by us with overseas entities outside of Australia for the purposes of information storage and marketing. We take all reasonable steps to ensure that overseas entities receiving your personal information will not breach the Australian privacy regulations when dealing with your personal information.

Security and Data Retention

We endeavour to take all reasonable steps necessary to protect the personal information collected by us. This includes physical security measures on our premises and electronic security measures such as firewalls, anti-virus, password restrictions and data encryption.

Your personal information may be retained for purposes set out in this privacy policy after the conclusion of the provision of our products or services to you. For example, we may need to keep historical records in order to comply with our legal obligations, or you may have consented to continue receiving marketing and promotional material from us. Wherever possible, we will destroy or de-identify your personal information as soon as practicable once it becomes no longer necessary to retain them for the purposes set out in this privacy policy.

Update to Our Privacy Policy

We may update this privacy policy from time to time. The latest updated version of this privacy policy will always be published on our website at www.sonographers.org.

Complaints and Contact Information

If you have any queries, concerns, feedback or complaint regarding your personal information, please contact us by sending an email to memberservices@sonographers.org or by sending a letter to:

Company Secretary
Australian Sonographers Association
Level 2, 93–95 Queen Street,
Melbourne VIC 3000

We will endeavour to respond to you as soon as reasonably practicable, and in any event within 30 days. In the case of a complaint, we may request further information from you before being able to deal with the

complaint. We will endeavour to let you know our decision with respect to the complaint within 30 days of receiving all relevant information, including further information that we may request. If you are not satisfied with our response, you may refer your complaint to the Office of the Australian Information Commissioner.



Privacy Policy – New Zealand

Level 2, 93–95 Queen Street
Melbourne 3000 VICTORIA

T +61 3 9552 0000
F +61 3 9558 1399

www.sonographers.org.au
Reviewed November 2020

contents

Why We Collect, Use and Disclose Your Personal Information	15
Types of Personal Information that We Collect.....	15
How We Collect Personal Information.....	15
Disclosure of Personal Information	16
Access to Your Personal Information	16
Overseas Disclosure of Your Personal Information	16
Security and Data Retention.....	16
Updates to Our Privacy Policy	17
Complaints and Contact Information	17

At ASA, your privacy matters, and we are committed to protecting it. Our policy on how we deal with your Personal Information is set out below.

Why We Collect, Use and Disclose Your Personal Information

Personal information can be any information that is about you or that can reasonably be ascertained to be about you (**Personal Information**).

We collect, use and disclose your Personal Information so that we can effectively provide our services to you. Sometimes, collection, use or disclosure of certain types of Personal Information may also be mandated by law, for example for record keeping purposes.

We will only collect, use or disclose your Personal Information if it is necessary for the legitimate purposes of conducting our business. We will never sell or otherwise disclose your Personal Information to third parties for financial gain.

Some of the legitimate business purposes for which we collect, use or disclose your Personal Information include:

- To provide products or services to you in respect of the ASA;
- To exchange correspondence with you;
- To answer queries or provide information requested by you (including marketing and promotional material where you have consented to receiving them);
- To maintain an internal record of our communications and business dealings with you;
- To deal with any complaints or disputes;
- To maintain and enhance our website; and
- To comply with any relevant law or regulation.

You will always be free to choose whether or not you provide any part of your Personal Information to us. This includes where you choose to deal with us anonymously or through use of a pseudonym. However, for legal and practical reasons, we may be unable to provide you with certain services without collecting particular types of Personal Information from you.

Types of Personal Information that We Collect

Examples of the types of Personal Information that we may collect include:

- Your name;
- Your contact details such as address, phone number or email;
- Your date of birth;
- Your IP address or device identifier; and
- Geolocation data from your electronic device.

How We Collect Personal Information

We collect Personal Information directly from you. Ways that we collect Personal Information from you include:

- When you provide information to us through forms, applications or social media;
- When you communicate with or send correspondence to us;
- Through your purchase of products or services from us; and
- Through your use and access of our website.

Your Personal Information may also be collected through the use of cookies or other similar technology on our website. Such technology is designed to automatically collect both Personal Information sent by your electronic device (such as IP address, device identifier and geolocation data) and non-personal, analytical information in order to enhance the user experience.

If we collect Personal Information from a third party, we will only do so when we have your consent or if we are otherwise required or permitted to do so without your consent by law.

Disclosure of Personal Information

We may share your Personal Information with our related entities or third parties engaged by us (such as IT contractors) where it is directly relevant to our provision of products or services to you. We will only share your Personal Information with an unrelated third party with your consent.

Access to Your Personal Information

You have a right to request access to your Personal Information collected and held by us. This includes the right to:

- ask us what information we hold about you;
- receive a copy of your Personal Information that we hold; and
- have your Personal Information held by us corrected or updated.

However, in some circumstances we may refuse access to your Personal Information. This includes where:

- the information does not exist or cannot be found;
- you fail to supply us with sufficient identification information for us to verify your identity or your authority to access someone else's Personal Information;
- giving access may pose a serious threat to the life, health or safety of any individual or the public in general;
- giving access would have an unreasonable impact on the privacy of other individuals; and
- any other circumstances allowed under the Privacy Act 2020 (**Privacy Act**).

You can request access to your Personal Information by contacting us using the details provided under the "Complaints and Contact Information" section of this Privacy Policy. We will endeavour to respond to any request for access to Personal Information within 20 working days.

Overseas Disclosure of Your Personal Information

We may share certain Personal Information collected by us with overseas entities outside of New Zealand for the purposes of information storage and marketing. We take all reasonable steps to ensure that overseas entities receiving your Personal Information will be protected either by the Privacy Act or by safeguards comparable to those under the Privacy Act (**Comparable Safeguards**). If we cannot ensure that this Personal Information will be protected by the Privacy Act or by Comparable Safeguards, we will only disclose this Personal Information with your consent.

Security and Data Retention

We endeavour to take all reasonable steps necessary to protect the Personal Information collected by us. This includes physical security measures on our premises and electronic security measures such as firewalls, anti-virus, password restrictions and data encryption.

Your Personal Information may be retained for purposes set out in this privacy policy after the conclusion of the provision of our products or services to you. For example, we may need to keep historical records in order to comply with our legal obligations, or you may have consented to continue receiving marketing and promotional material from us. Wherever possible, we will destroy or de-identify your Personal Information as soon as practicable once it becomes no longer necessary to retain them for the purposes set out in this privacy policy.

Updates to Our Privacy Policy

We may update this privacy policy from time to time. The latest updated version of this Privacy Policy will always be published on our website at www.sonographers.org.

Complaints and Contact Information

If you have any queries, concerns, feedback or complaint regarding your Personal Information, please contact us by sending an email to memberservices@sonographers.org or by sending a letter to:

Company Secretary
Australian Sonographers Association
Level 2, 93-95 Queen Street
Melbourne VIC 3000

We will endeavour to respond to you as soon as reasonably practicable, and in any event within 20 working days. In the case of a complaint, we may request further information from you before being able to deal with the complaint. We will endeavour to let you know our decision with respect to the complaint within 20 working days of receiving all relevant information, including further information that we may request. If you are not satisfied with our response, you may refer your complaint to the Office of the Privacy Commissioner.



ASA Member Code of Conduct

Australasian Sonographers Association – May 2021

Level 2, 93–95 Queen Street,
Melbourne, VIC 3000

T +61 3 9552 0000

www.sonographers.org
May 2021

1. Purpose

- (a) As a member of the Australasian Sonographers Association Limited (**ASA**), you are expected to behave in a manner that upholds ASA's values at all times.
- (b) The purpose of this Member Code of Conduct (Code) is to:
 - (i) provide guidance on the standards of behaviour and conduct expected of ASA members to ensure that the values, good reputation, positive behaviours and attitudes of ASA are maintained and enhanced; and
 - (ii) ensure that all ASA members are aware of the standards of behaviour expected of them.
- (c) This Code is incorporated into the ASA's Membership Terms and Conditions under clause 2.4, and a breach of the Code may result in termination of your membership in accordance with clause 15.1 of the Constitution.
- (d) For the duration of your membership of ASA, you must at all times comply with the Code:
 - (i) in relation to any dealings you have with ASA or its staff, contractors and representatives (ASA Representatives);
 - (ii) wherever there is a recognised ASA connection, including events, conferences and on social media;
 - (iii) if you are attending, or travelling to or from, an event conducted by ASA;
 - (iv) when dealing with other ASA members in your capacity as an ASA member; and
 - (v) in relation to your ASA membership in general.

2. Responsibilities and expectations

As an ASA member, you must:

- (a) comply with and encourage compliance with all ASA by-laws and directions of ASA Representatives;
- (b) treat all ASA Representatives, ASA members and other stakeholders with courtesy, respect and proper regard for their rights and obligations;
- (c) be ethical, considerate, fair and honest in all dealings with other people related to ASA;
- (d) not engage in any form of abuse, harassment, victimisation or discrimination, or any conduct that might reasonably be regarded as abuse, harassment, victimisation or discrimination towards ASA Representatives or members;

- (e) not engage in, or encourage, any conduct that is unbecoming of you or ASA, or brings you, or ASA into disrepute, or is otherwise harmful to the interests of ASA in any way;
- (f) act with care and diligence to safeguard the health and safety of yourself, ASA Representatives and other ASA members, and ensure your decisions and actions contribute to a safe environment;
- (g) be accountable for your own behaviour and actions;
- (h) comply with all reasonable directions of, and accept all decisions of, ASA Representatives;
- (i) not display or transmit, or cause to be displayed or transmitted, offensive or inappropriate material or messages;
- (j) engage in behaviour that negatively affects the experience, safety or wellbeing of ASA Representatives, other ASA members, or other patrons, including behaviour that is or constitutes:
 - (iii) offensive or discriminatory;
 - (iv) bullying or harassing;
 - (v) sexist, racist, homophobic or transphobic;
 - (vi) intimidating, threatening or aggressive;
 - (vii) drunk and disorderly;
 - (viii) unwelcome or uninvited physical contact;
 - (ix) sexual harassment;
 - (x) continued or unreasonable disruption of ASA Representatives performing their duties; and
 - (xi) unlawful or unsafe.

3. Unacceptable conduct

In addition to conduct that breaches one or more of the above requirements, and without limiting what constitutes a breach of the Code, it will be a breach of the Code if you:

- (a) undertake any behaviour prohibited by a venue's ticketing or entry conditions, at, in or around that venue at which an ASA event is taking place;
- (b) behave in a manner that is regarded as physical, emotional, racial, religious or sexual harassment towards ASA Representatives or ASA members;
- (c) behave in a manner that is regarded as public or domestic violence;
- (d) make comments towards ASA Representatives, whether in person or by email, text, social media, or other means that are (or could reasonably be interpreted as being) threatening, discriminatory, racist, homophobic, sexist, bullying, harassing or vilifying;

- (e) behave in a manner that creates a public nuisance and/or disturbance within or around a venue at which an ASA event is taking place;
- (f) bully or intimidate ASA Representatives or ASA members;
- (g) publish, or encourage the publication of, offensive, hateful or distressing material on social media (such as tweeting or re-tweeting an indecent or offensive comment) in relation to or towards ASA Representatives or ASA members; or
- (h) are drunk, or in the possession or under the influence of an illegal or illicit drug, at, in or around a venue at which an ASA event is taking place.

4. Other requirements

ASA Members are reminded of their obligations under ASA's Constitution, By-Laws and Membership Terms and Conditions in addition to those under this Code.

5. Upholding this Code

- (a) You acknowledge and agree that a breach of this Code constitutes a breach of the by-Laws, and may result in ASA taking action against you, including but not limited to terminating your membership in accordance with the ASA Constitution.
- (b) You acknowledge that nothing in this Code prevents the ASA board from enforcing any other by-laws, policies, rules, regulations or other requirements or referring any alleged criminal conduct to a relevant law enforcement agency.



ASA Sonographer Code of Conduct

Date of issue: Effective from July 2014

Last reviewed: October 2014

contents

1.	Purpose	24
2.	Definitions	24
3.	Introduction	26
4.	Providing good care	27
5.	Working with patients	29
6.	Working with other sonographers and other health care professionals	34
7.	Working within the health care system	35
8.	Minimising risk	36
9.	Maintaining professional performance	37
10.	Professional Behaviour	37
11.	Ensuring sonographer health	41
12.	Teaching and supervising	42
13.	Undertaking research	43

1. Purpose

The Australasian Sonographers Association (ASA) is the peak body and leading voice for sonographers. The ASA is guiding the advancement of our profession to ensure the community has access to quality sonographic services. The ASA promotes and advocates for best practice in medical sonography through the provision of standards and appropriate benchmarks.

The ASA Code of Conduct for Sonographers (Code) underpins this work and sets out the required standards of conduct and ethics, as well as other principles for safe and effective practice by sonographers. It provides a framework for assessing the conduct and ethics of sonographers for the purposes of membership of the ASA.

The ASA expects that its sonographer members understand and appreciate the importance of patient care and the significant role ultrasound plays in the delivery of health care to the community. The ASA expects that its sonographer members who provide diagnostic services or work in research will, at all times, practise in a professional manner and that they practise safely and effectively in accordance with principles of good practice.

This Code is to be read in conjunction with the Standards of Practice (Standards). The two documents together set the expected standards of sonographers who work in diagnostic practice or who undertake research.

This Code is intended to complement information and guidance issued by other organisations, such as employers and statutory authorities. At all times, sonographers must comply with any applicable laws governing the practice of sonography, such as statutory codes of conduct applicable to sonographers.

This Code contains important standards for sonographer behaviour in relation to:

- providing good care, including shared decision-making
- working with patients
- working with other sonographers
- working within the health care system
- minimising risk
- maintaining professional performance
- ensuring professional behaviour and ethical conduct
- ensuring sonographer health
- teaching, supervising and assessing
- undertaking research

2. Definitions

The ASA recognises that its members work in a range of different settings that include clinical practice, management, education, research and roles in industry.

For clarity, standardised terms are used throughout this Code, with common synonyms listed below. In the interpretation of this Code, the given term and the synonyms can be read interchangeably.

ASA – Australasian Sonographers Association (Ltd) **ASAR** – Australian Sonographer Accreditation Registry **Code** – the ASA Code of Conduct for Sonographers

Competency – the ability to do something successfully or efficiently

Colleague – co-worker; immediate supervisor; student; immediate subordinate; member of the health care team

Duty of care – a legal obligation to consider the safety or wellbeing of others and to undertake clinical practice in sonography at a standard that would be reasonably expected of a person engaging in that clinical practice

Examination – interaction between sonographer and patient; procedure; scan; diagnostic examination

Expertise – expert skill or knowledge

Good practice or care – a standard of performance and conduct that meets the requirement of this Code

Informed consent – permission provided by a patient who understands the nature, reason and scope of an examination

and who has been given sufficient information to make an informed decision about whether to have an examination or not

May – an optional requirement; a good practice or policy

Must – a mandatory requirement; essential

NZMRTB – New Zealand Medical Radiation Technologists Board

Patient – consumers of health care services

Practice – any role, whether remunerated or not, in which the individual uses their skills and knowledge as a sonographer. For the purposes of this Code, practice is not restricted to the provision of direct clinical care. It also includes using professional knowledge in a direct nonclinical relationship with patients working in management, administration and education

Professionalism – the attributes, skills and behaviour expected of a professional

Proficiency – a cluster of related abilities, commitments, knowledge and skills that enable a person (or an organisation) to meet the required standard of good practice

Providing care – includes, but is not limited to any care, treatment, advice, service or goods provided in respect of the physical or mental health of a person, whether remunerated or pro bono

Should – strongly advised; a firm guideline; best practice to be adhered to, unless there is evidence available to show

the value of another course

Sonographer – a person holding qualifications satisfactory for accreditation with the ASAR or the NZMRTB

Standards – the ASA Standards of Practice

Trainee or student – an accredited student sonographer on the ASAR register or trainee sonographer on the NZMRTB register. The terms 'student' and 'trainee' may be used interchangeably.

3. Introduction

3.1 Accreditation

This Code seeks to assist and support sonographers to deliver appropriate, effective services within an ethical framework. Sonographers have a professional responsibility to be familiar with this Code and to apply the guidance it contains.

This Code will be used:

- to support individual sonographers in the challenging task of providing good health care and fulfilling their professional
- roles and to provide a framework to guide professional judgement
- to assist the ASA in setting and maintaining standards of good practice expected of ASA sonographer members – if professional conduct varies significantly from this Code, sonographers should be prepared to explain and justify their decisions and actions. Serious or repeated failure to meet this Code may have consequences for membership
- as an additional resource for a range of uses that contribute to enhancing the culture of sonographer professionalism: for example, in sonographer education; orientation, induction and supervision of students; and by administrators and policy makers in hospitals, health services and other institutions.

Sonographers must always act in accordance with the law. This Code is not a substitute for the provisions of relevant

law, and if there is any conflict between the Code and the law, the law takes precedence.

Sonographers must also be aware of and comply with any statutory codes of conduct that apply to their professional practice.

In general, a sonographer who is in breach of their legal responsibilities, including being in breach of any statutory code of conduct for sonographers, will also be in breach of this Code and the Standards. A breach of this Code or the Standards may result in disciplinary action being taken against the member in accordance with the ASA's governing documents.

This Code does not address in detail the range of general legal obligations that apply to sonographers, such as those under privacy, child protection and antidiscrimination legislation; responsibilities to employees and other individuals present at a practice under workplace health and safety legislation; and vicarious liability for employees under the general law. Sonographers should ensure that they are aware of and comply with their legal obligations.

This Code is not an exhaustive study of professional ethics or an ethics guide. Sonographers should refer to the

Standards for specific guidance on expected conduct and standards.

Although this Code may be used as a guide to the public and consumers of health services about what good practice is, and the standard of behaviour they should expect from sonographers, it is not a charter of rights (an example of a charter is the Australian Charter of Health Care Rights issued by the Australian Commission on Safety and Quality in Health Care and available at www.safetyandquality.gov.au).

Significantly, this Code only applies to sonographers who are ASA members. Compliance with the Code is a requirement of ASA membership. ASA cannot enforce compliance with this Code in relation to individuals who are not members of ASA, nor does ASA have any legislative power or authority to prohibit or restrict a sonographer's practice.

3.2 Professional values and qualities

While individual sonographers have their own personal beliefs and values, there are certain professional values on which all sonographers are expected to base their practice.

Sonographers have a duty to make the care of patients their first concern and to practise safely and effectively. They must be ethical and trustworthy. Patients trust sonographers because they believe that in addition to being competent, sonographers will not take advantage of them and will display qualities such as integrity, honesty, dependability and compassion. Patients also rely on sonographers to protect their confidentiality.

Good communication underpins every aspect of good practice.

Sonographers have a responsibility to recognise and work within the limits of workplace protocols and their competence and scope of practice that will vary according to their role.

Sonographers should be committed to safety and quality in health care (the Australian Commission on Safety and Quality in Health Care is at www.safetyandquality.gov.au).

3.1 Australia and Australian health care

Australia is culturally diverse. Australians inhabit a land that, for many ages, was held and cared for by Indigenous Australians whose history and culture have uniquely shaped our nation. Australia's society is further enriched by the contribution of people from many nations who have made Australia their home. Sonographers in Australia reflect the cultural diversity of our society and this diversity strengthens the health professions.

There are many ways to practise a health profession in Australia. Sonographers have critical roles in caring for people who are unwell; assisting people to recover and remain well; and to provide accurate diagnostic imaging services. This Code focuses on these roles. For sonographers with roles that involve little or no contact with patients, not all of this Code may be relevant, but the underpinning principles will still apply.

3.2 Substitute decision-makers

There are several conditions or situations in which patients may have limited competence or capacity to make independent decisions about their health care; for example, people with cognitive impairment or acute conditions that temporarily affect competence, and children or young people, depending on their age and capacity (see Section 5.5 Informed consent).

In this Code, reference to the term 'patient' also includes substitute decision-makers for patients who do not have the capacity to make their own decisions. These can be parents or a legally appointed decision-maker. If in doubt, seek advice from the relevant guardianship authority.

4. Providing good care

4.1 Introduction

Care of the patient is the primary concern for health professionals in clinical practice. Providing good care includes:

- assessing the patient, taking into account his or her history, views and an appropriate physical examination where relevant; the history may include relevant psychological, social and cultural aspects
- formulating and implementing a suitable management plan
- facilitating coordination and continuity of care when required
- recognising the limits to a sonographer's own skills and competence, only performing an examination which they are competent to perform and referring a patient to another sonographer when this is in the best interests of the patient
- recognising and respecting the rights of patients to make their own decisions.

4.2 Professional competence and conduct

Maintaining a high level of professional competence and conduct is essential for good care. Good practice requires that sonographers:

- recognise and work within the limits of a sonographer's competence and scope of practice, which may change over time
- ensure that sonographers maintain adequate knowledge and skills to provide safe and effective care
- ensure that a sonographer has undertaken sufficient training and/or qualifications to achieve competency when moving into a new area of practice
- practise patient-centred care, including encouraging patients to take interest in and responsibility for the management of their health
- maintain adequate records (see Section 10.4 Health records)
- consider the balance of benefit and harm in performing ultrasound examinations
- communicate effectively with patients (see Section 5.3 Effective communication)
- take steps to alleviate the distress of patients
- support the right of the patient to seek a second opinion
- consult and take advice from colleagues when appropriate
- make responsible and effective use of the resources available to sonographers (see Section 7.2 Wise use of health care resources)
- ensure that the personal views of a sonographer do not affect the care of a patient adversely
- practise in accordance with the current and accepted evidence base of the health profession, including clinical outcomes.

4.3 Decisions about access to care

Sonographer decisions about access to care need to be free from bias and discrimination. Good practice requires sonographers to:

- treat patients with respect at all times and not prejudice the care of a patient because a sonographer believes that the behaviour of the patient has contributed to his or her condition
- uphold the duty to the patient and not discriminate on grounds irrelevant to health care, including race, religion, sex, disability or other grounds specified in antidiscrimination legislation
- investigate and examine patients on the basis of clinical referral and the effectiveness of the proposed investigations, and not provide unnecessary services
- be aware of a sonographer's right to not provide or participate directly in treatments to which the sonographer objects conscientiously. This may include the need to inform patients and, if

relevant, colleagues of the objection, and not use that objection to impede access to health care that is legal.

If a patient poses a risk to the health and safety of sonographers and their staff, action should be taken to protect them. Wherever possible, the patient should not be denied care if reasonable steps can be taken to keep sonographers and other staff safe.

4.4 Emergency settings

Dealing with patients in an emergency setting requires that sonographers consider a range of issues, in addition to providing best care. Good practice involves offering assistance in an emergency that takes account of the sonographer's own safety, skills, the availability of other options and the impact on any other patients under the sonographer's care and continuing to provide that assistance until services are no longer required.

5. Working with patients

5.1 Introduction

Relationships based on openness, trust and good communication will enable sonographers to work in partnership with patients.

5.2 Partnership

A good partnership between a sonographer and the person in their care requires high standards of personal conduct. Sonographers are required to:

- be courteous, respectful, compassionate and honest, and treat each patient as an individual
- protect the privacy and right to confidentiality of patients, unless release of information is required or permitted by law
- as far as possible within their scope of practice and applicable workplace policies, encourage and support patients to be well-informed about their health
- respect the right of the patient and undertake examination without prejudice
- recognise that there is a power imbalance in the sonographer-patient/client relationship and not exploit patients physically, emotionally, sexually or financially (also see Section 10.2 Professional boundaries and Section 10.12 Financial and commercial dealings).

5.3 Effective communication

An important part of the sonographer-patient/client relationship is effective communication. Sonographers are required to:

- listen to patients, ask about their health and respond to their concerns and preferences
- encourage patients to provide information about their health
- understand the clinical setting where communication with the patient about their condition and treatment pathways is in the interest of the patient and within the competencies of the sonographer

- endeavour to confirm that a patient understands what a sonographer has said
- ensure that patients are informed of the material risks associated with any part of a proposed examination or procedure the sonographer plans on performing in relation to the patient
- respond to questions from patients, recognising the limits on a sonographer's ability to advise patients about their health care
- make sure, wherever practical, that arrangements are made to meet the specific language, cultural and communication needs of patients and be aware of how these needs affect understanding
- become familiar with, and use wherever necessary, qualified language interpreters or cultural interpreters to help meet the communication needs of patients, including those who require assistance because of their English skills or because they are speech or hearing impaired (wherever possible, sonographers should use trained translators and interpreters rather than family members or other staff).

When using interpreters, sonographers are required to:

- take reasonable steps to ensure that the interpreter is competent to work as an interpreter in the relevant context
- take reasonable steps to ensure that the interpreter is not in a relationship with the patient that may impair the interpreter's judgement
- take reasonable steps to ensure that the interpreter will keep confidential the existence and content of the service provided to the patient
- obtain informed consent from the patient to use the selected interpreter
- communicate appropriately with and provide relevant information to other stakeholders, including members of the treating team.

5.4 Confidentiality and privacy

Sonographers have ethical and legal obligations to protect the privacy of people requiring and receiving care. Patients have a right to expect that sonographers will hold information about them in confidence, unless release of information is required or permitted by law. Good practice requires that sonographers:

- treat information about patients as confidential and seek consent from patients before disclosing information, where practicable
- be aware of the requirements of the privacy and/or health records legislation that operates in relevant states and territories and apply these requirements to information held in all formats, including ultrasound images and electronic information
- share information appropriately about patients for their health care while remaining consistent with privacy legislation and professional guidelines about confidentiality
- where relevant, be aware of complex issues relating to genetic information and seek appropriate advice about disclosure of such information
- provide appropriate surroundings to enable private and confidential consultations and discussions to take place
- ensure that all staff are aware of the need to respect the confidentiality and privacy of patients and refrain from discussing patients in a non-professional context
- use appropriate consent forms for release of information that limits disclosure to relevant health and medical information.

5.5 Informed consent

Informed consent is a person's voluntary decision about health care that is made with knowledge and understanding of the benefits and risks involved.

Good practice in relation to obtaining informed consent requires that sonographers:

- provide information to patients in a way they can understand before asking for their consent
- obtain informed consent or other valid authority before undertaking any examination or investigation, assisting treatment (except in an emergency) or involving patients in teaching or research, including providing information on material risks
- advise the patient that there may be additional costs that he or she may wish to clarify before proceeding with additional investigations or treatments
- obtain the consent of people with legal authority to act on behalf of the patient and attempt to obtain the consent of the patient as far as practically possible when working with a patient whose capacity to give consent is or may be impaired or limited
- document consent appropriately and consider the need for written consent for procedures that may result in serious injury or death.

A useful guide to the information that health professionals need to give to patients to satisfy the requirements of informed consent is available in the National Health and Medical Research Council (NHMRC) publication 'General guidelines for medical practitioners in providing information to patients.'

It is accepted that the specific state legislation or workplace policy/procedure will take precedence over these documents and they are provided for guidance on the principles underpinning informed consent.

5.6 Children and young people

Caring for children and young people brings additional responsibilities for sonographers. Good practice requires that sonographers:

- place the interests and wellbeing of the child or young person first
- consider the young person's capacity for decision-making and consent. In general, where a sonographer judges that a person is of a sufficient age and of sufficient mental and emotional capacity to give consent to a service then that person should be able to request and provide informed consent to receive services without the consent of a parent, guardian or other legal representative. If there is any doubt, advice should be sought from an appropriate guardianship or child welfare authority.

Good practice requires that sonographers ensure that when communicating with a child or young person, they:

- treat the child or young person with respect and listen to his or her views
- encourage questions and answer those questions to the best of the sonographer's ability
- provide information in a way the child or young person can understand
- recognise the role of parents and, when appropriate, encourage the child or young person to involve their parents in decisions about care
- remain alert to children and young people who may be at risk and notify appropriate child protection authorities as required by law. This may include where a parent is refusing treatment for their child or young person and this decision may not be in the best interests of the child or young person.

5.7 Culturally safe and sensitive practice

Culturally safe and sensitive practice involves genuine efforts to understand the cultural needs and contexts of patients to obtain good health outcomes. Sonographers are required to:

- have knowledge of, respect for, and sensitivity towards the cultural needs of the community, including those of Mao-ri, Aboriginal, Torres Strait Islander or Pacific Islander backgrounds, and those from culturally and linguistically diverse backgrounds
- acknowledge the social, economic, cultural and behavioural factors influencing health, both at individual and population levels
- understand that a sonographer's own culture and beliefs influence his or her interactions with patients
- adapt practice to improve engagement with patients and health care outcomes.

5.8 Patients who may have additional needs

Some patients (including those with impaired decision-making capacity) have additional needs. Good practice in the management of these patients requires that sonographers:

- be aware that these patients may be at greater risk
- pay particular attention to communication
- be aware that increased advocacy may be necessary to ensure just access to health care
- recognise that there may be a range of people involved in their care, such as carers, family members or a guardian, and involving them when appropriate.

5.9 Relatives, carers and partners

Good practice requires that sonographers be considerate to relatives, carers, partners and others close to the patient and respectful of their role in the care of the patient, and with appropriate consent or lawful authority be responsive in providing information.

5.10 Adverse events and open disclosure

When adverse events occur, sonographers have a responsibility to be open and honest in communication with a patient to review what has occurred and to report appropriately (also see Section 8.2 Risk management: open disclosure). When something goes wrong, good practice requires that sonographers:

- recognise what has happened and act promptly to rectify the problem, if possible, including seeking any necessary help and advice
- explain to the patient as promptly and fully as possible what has happened and the anticipated short-term and long-term consequences
- acknowledge any patient distress and provide appropriate support
- comply with any relevant policies, procedures and reporting requirements, subject to advice from a professional indemnity insurer
- review adverse events and implement changes to reduce the risk of recurrence (see Section 8 Minimising risk)
- report adverse events to the relevant authority, as required (see Section 8 Minimising risk)
- ensure patients have access to information about the processes for making a complaint.

5.11 When a complaint is made

Patients have a right to complain about their care. When a complaint is made, whether to the ASA or a regulatory body or agency, good practice requires that sonographers:

- acknowledge the person's right to complain and work to resolve the issue, where possible
- provide a prompt, open and constructive response, including an explanation and, if appropriate, an apology
- ensure the complaint does not affect the person's care adversely
- comply with relevant complaints legislation, workplace policies and procedures
- comply with any complaint process established by the ASA.

5.12 End-of-life care

Sonographers have a role in assisting the community to deal with the reality of death and its consequences. Good practice in caring for patients towards the end of their life requires that sonographers:

- take steps to acknowledge a person's symptoms and concerns in a manner consistent with his or her values and wishes
- accept that patients have the right to refuse care
- respect different cultural practices related to death and dying
- take reasonable steps to ensure that support is provided to patients and their families, even when it is not possible to deliver the outcome they desire
- communicate with patients and their families about bad news or unexpected outcomes in the most appropriate way and provide support for them while they deal with this information.

5.13 Ending a professional relationship

In some circumstances, the relationship between a sonographer and a patient may become ineffective or compromised and may need to end. In this event, good practice requires that sonographers:

- ensure that the patient is informed adequately of the decision
- assist in making arrangements for continuing patient care, including passing on relevant clinical information.

5.14 Personal relationships

Good practice recognises that providing care to those in a close relationship, for example, close friends, work colleagues and family members, can be inappropriate because of the lack of objectivity, possible discontinuity of care and risks to the sonographer or patient.

When a sonographer chooses to provide care to those in a close relationship, good practice requires that:

- adequate records are kept
- confidentiality is maintained
- adequate assessment occurs
- appropriate consent is obtained to the circumstances, which is acknowledged by both the sonographer and patient or client

- the personal relationship does not in any way impair clinical judgement
- at all times an option to discontinue care is maintained.

Sonographers must also comply with the Standards in relation to providing care to those in a close personal relationship.

5.15 Closing a practice

When closing or relocating a practice, good practice requires that sonographers:

- give advance notice, where possible
- facilitate arrangements for the continuing care of all current patients, including the transfer or appropriate management of all patient records and follow the law governing health records in the jurisdiction.

6. Working with other sonographers and other health care professionals

6.1 Introduction

Good relationships with colleagues and other sonographers enhances the quality of the sonographer-patient relationship and, therefore, patient care.

6.2 Respect for colleagues and other sonographers

Good care is enhanced when there is mutual respect and clear communication between all health professionals involved in the care of the patient. Good practice requires that sonographers:

- communicate clearly, effectively, respectfully and promptly with colleagues and other practitioners caring for the patient
- acknowledge and respect the contribution of all health care professionals involved in the care of the patient.

6.3 Working within your team

Many sonographers work closely with a wide range of health care professionals. Effective collaboration is a fundamental aspect of good practice when working in a team. The care of patients is improved when there is mutual respect and clear communication as well as an understanding of the responsibilities, capacities, constraints and ethical codes

of each other's health professions. Working in a team does not alter a sonographer's accountability for professional conduct and the care provided.

When working in a team, good practice requires that sonographers:

- understand their role in the team and attend to the responsibilities associated with that role
- advocate for a clear delineation of roles and responsibilities, including that there is a recognised team leader or coordinator

- communicate effectively with other team members
- inform patients about the roles of team members
- act as a positive role model for team members
- understand the nature and consequences of bullying and harassment and seek to avoid or eliminate such behaviour in the workplace.

6.4 Coordinating care with other health care professionals

Good patient care requires coordination between all health care professionals. Good practice requires that sonographers facilitate the communication of relevant information in a timely way.

7. Working within the health care system

7.1 Introduction

Sonographers have a responsibility to contribute to the effectiveness and efficiency of the health care system.

7.2 Wise use of health care resources

It is important to use health care resources wisely. Good practice requires that sonographers:

- ensure that the services provided are appropriate for the assessed needs of the patient or client and are not excessive, unnecessary or not reasonably required
- support the transparent and equitable allocation of health care resources
- understand that the use of resources can affect the access other patients have to health care resources.

7.3 Health advocacy

There are significant disparities in the health status of different groups in the Australian and New Zealand communities. These disparities result from social, cultural, geographic, health-related and other factors. In particular, the ASA recognises that people from Mao-ri, Aboriginal, Torres Strait Islander or Pacific Islander backgrounds bear the burden of gross social, cultural and health inequity. Other groups that may also experience health disparities include people with intellectual or physical disabilities, those from culturally and linguistically diverse backgrounds, and refugees. Good practice involves using expertise and influence to protect and advance the health and wellbeing of individual patients, communities and populations.

7.4 Public health

Sonographers have a responsibility to promote the health of the community through disease prevention and control, education and, where relevant, public health screening initiatives. Good practice requires that sonographers:

- understand the principles of public health, including health education, health promotion, disease prevention and control, and screening

- participate in efforts to promote the health of the community and be aware of obligations in disease prevention,

including public health screening initiatives and reporting notifiable diseases, where relevant.

8. Minimising risk

8.1 Introduction

Risk is inherent in health care. Minimising risk to patients is an important component of practice. Good practice involves understanding and applying the key principles of risk minimisation and management in practice.

8.2 Risk management

Good practice in relation to risk management requires sonographers to:

- be aware of the principles of open disclosure and a non-punitive approach to incident management; a useful reference is the Australian Commission on Safety and Quality in Health Care's National Open Disclosure Standard available at www.safetyandquality.gov.au
- participate in systems of quality assurance and improvement
- participate in systems for surveillance and monitoring of adverse events and 'near misses', including reporting such events
- make sure that systems are in place for raising concerns about risks to patients and co-workers if a sonographer has management responsibilities
- work to reduce errors and improve the safety of patients and support colleagues who raise concerns about the safety of patients
- take all reasonable steps to address the issue if there is reason to think that the safety of anybody may be compromised.

8.3 Sonographer performance

The welfare of patients may be put at risk if a sonographer is performing poorly. If there is a risk, good practice requires that sonographers:

- comply with statutory reporting requirements
- recognise and take steps to minimise the risks of fatigue, including complying with relevant state and territory occupational health and safety legislation
- follow the guidance in Section 11.2 Sonographer health, if a sonographer knows or suspects that he or she has a health condition that could adversely affect judgement or performance
- take steps to protect patients from being placed at risk of harm posed by a colleague's conduct, practice or ill health
- take appropriate steps to assist a colleague to receive help if there are concerns about the colleague's performance or fitness to practise
- seek advice from an experienced colleague, employer/s, health advisory services, professional indemnity insurers or the ASA, if they are not sure what to do.

9. Maintaining professional performance

9.1 Introduction

Maintaining and developing knowledge, skills and professional behaviour are core aspects of good practice. This requires self-reflection and participation in relevant professional development, practice improvement and performance-appraisal processes to continually develop professional capabilities. These activities must continue through a sonographer's working life as science and technology develop and society changes.

9.2 Continuing professional development (CPD)

Development of knowledge, skills and professional behaviour must continue throughout a sonographer's working life. Good practice involves keeping knowledge and skills up to date to ensure that sonographers continue to work within their competence and scope of practice. Sonographers are required to undertake CPD. Sonographers should refer to the ASAR or the NZMRTB guidelines regarding CPD for details of these requirements.

10. Professional Behaviour

10.1 Introduction

In professional life, sonographers must display a standard of behaviour that warrants the trust and respect of the community. This includes observing and practising the principles of ethical conduct as articulated in this Code, the Standards and workplace policies and protocols.

The guidance contained in this section emphasises the core qualities and characteristics required of sonographers as outlined in Section 3.2 Professional values and qualities.

10.2 Professional boundaries

Professional boundaries refers to the clear separation that should exist between professional conduct aimed at meeting the health needs of patients and a sonographer's own personal views, feelings and relationships that are not relevant to their professional relationship to the patient. Professional boundaries are integral to a good sonographer-patient relationship. They promote good care for patients and protect both parties. Good practice requires that sonographers:

- maintain professional boundaries
- never use a professional position to establish or pursue a sexual, exploitative or otherwise inappropriate relationship with anybody under a sonographer's care; this includes those close to the patient, such as their carer, guardian, spouse or the parent of a child patient
- recognise that sexual relationships with people who have previously been a sonographer's patient are often inappropriate, depending on the extent of the professional relationship and the vulnerability of a previous patient
- avoid the expression of personal beliefs to patients in ways that exploit their vulnerability or that are likely to cause them distress.

10.3 Reporting obligations

Sonographers must comply with any statutory reporting obligations applicable to their practice and report any restrictions placed on their practice to their employer/s.

Good practice requires that sonographers:

- be aware of these reporting obligations
- comply with any reporting obligations that apply to practice
- seek advice from the professional indemnity insurer if sonographers are unsure about their obligations.

10.4 Health records

Maintaining clear and accurate health records (including ultrasound images) is essential for the continuing good care of patients. Sonographers must comply with workplace policies and protocols in relation to records. Good practice requires that sonographers:

- keep accurate, up-to-date and legible records that report relevant details of clinical history, clinical findings, investigations, information given to patients and other management
- ensure that records are held securely and are not subject to unauthorised access, regardless of whether they are held electronically and/or in hard copy
- ensure that records show respect for patients and do not include demeaning or derogatory remarks
- ensure that records, including recorded ultrasound images and videos, are sufficient to support a diagnosis and facilitate continuity of care
- make records at the time of events or as soon as possible afterwards
- recognise the right of patients to access information contained in their health records and facilitating that access
- promptly facilitate the transfer of health information when requested by patients.

10.5 Insurance

The ASA strongly recommends that all sonographers be appropriately covered by professional indemnity insurance. However, sonographers must comply with any law or statutory code of conduct that requires a sonographer to hold appropriate professional indemnity insurance.

10.6 Advertising

Advertisements for services can be useful in providing information for patients. All advertisements must conform to relevant consumer protection legislation, such as the Australian Consumer Law. Good practice requires that sonographers:

- comply with workplace policies and protocols and state and territory legislation, including statutory codes of conduct
- make sure that any information published about services is factual and verifiable.

10.7 Legal, insurance and other assessments

When a sonographer is contracted by a third party to provide a legal, insurance or other assessment of a person who is not his or her patient, the usual clinical sonographer-patient relationship does not exist. In this situation, good practice requires that sonographers:

- apply the standards or professional behaviour described in this Code to the assessment; in particular, be courteous, alert to the concerns of the person and ensure the person's consent
- explain to the person the sonographer's area of practice, role and the purpose, nature and extent of the assessment to be conducted
- anticipate and seek to correct any misunderstandings that the person may have about the nature and purpose of the assessment and report
- provide an impartial report (see Section 10.8 Reports, certificates and giving evidence)
- recognise that if an unrecognised, serious problem is discovered during the assessment, there is a duty of care to inform the patient or their treating health practitioner.

10.8 Reports and giving evidence

The community places a great deal of trust in sonographers. Sonographers may be required to write reports or give evidence. Good practice requires that sonographers:

- be honest and not mislead when writing reports and only sign documents believed to be accurate
- take reasonable steps to verify the content before signing a report and not omit relevant information deliberately
- if so agreed, prepare or sign documents and reports within a reasonable and justifiable timeframe
- make clear the limits of a sonographer's knowledge and not give opinion beyond those limits when providing evidence.

10.9 Curriculum vitae

When providing curriculum vitae, good practice requires that sonographers:

- provide accurate, truthful and verifiable information about a sonographer's experience and qualifications
- not misrepresent by misstatement or omission a sonographer's experience, qualifications or position.

Also, see Section 12.3 Assessing colleagues in relation to providing references for colleagues.

10.10 Investigations

Sonographers have responsibilities and rights relating to any legitimate investigation of their practice or that of a colleague. In meeting these responsibilities, it is advisable to seek legal advice or advice from a professional indemnity insurer.

Good practice requires that sonographers:

- cooperate with any legitimate inquiry into the treatment of a patient and with any complaints procedure that applies to a sonographer's work
- disclose to anyone entitled to ask for it, information relevant to an investigation into the conduct or performance of a sonographer or colleague

- assist the coroner when an inquest or inquiry is held into the death of a patient by responding to his or her enquiries and by offering all relevant information.

10.11 Conflicts of interest

Patients rely on the independence and trustworthiness of sonographers for any advice or service offered. A conflict of interest in practice arises when a sonographer, entrusted with acting in the interests of a patient, also has financial, professional or personal interests or relationships with third parties that may affect his or her care of the patient.

Multiple interests are common. They require identification, careful consideration, appropriate disclosure and accountability. When these interests compromise, or might reasonably be perceived by an independent observer to compromise the sonographer's primary duty to the patient, sonographers must recognise and resolve this conflict in the best interests of the patient.

Good practice requires that sonographers:

- recognise potential conflicts of interest that may arise in relation to initiating or continuing a professional relationship with a patient
- act in the best interests of patients when providing or arranging services or care
- inform patients when a sonographer has an interest that could affect or could be perceived to affect patient care
- not ask for or accept any inducement, gift or hospitality of more than trivial value from companies that sell or market equipment, drugs or other products that may affect or be seen to affect the way sonographers provide care for patients
- not ask for or accept fees for meeting sales representatives
- not offer inducements to colleagues or enter into arrangements that could be perceived to provide inducements
- not allow any financial or commercial interest in a hospital, other health care organisation or company providing health care services or products to adversely affect the way in which patients are treated. When sonographers or their immediate family have such an interest, and that interest could be perceived to influence the care provided, sonographers must inform their patients.

10.12 Financial and commercial dealings

Sonographers must be honest and transparent in financial arrangements with patients.

Good practice requires that sonographers:

- not exploit the vulnerability or lack of knowledge of patients when providing or recommending services
- not encourage patients to give, lend or bequeath money or gifts that will benefit a sonographer directly or indirectly
- not accept gifts from patients other than tokens of minimal value
- not become involved financially with patients
- not influence patients or their families to make donations to other people or organisations
- be transparent in financial and commercial matters relating to work, including dealings with employers, insurers and other organisations or individuals, declaring any relevant and material financial or commercial interest that a sonographer or his or her family might have in any aspect of the care of the patient.

11. Ensuring sonographer health

11.1 Introduction

As a sonographer, it is important to maintain health and wellbeing. This includes seeking an appropriate work-life balance.

11.2 Sonographer health

Good practice requires that sonographers:

- seek expert, independent, objective advice when a sonographer needs health care and be aware of the risks of self- diagnosis and self-treatment
- understand the principles of immunisation against communicable diseases and be immunised against relevant communicable diseases
- recognise the impact of fatigue on sonographer health and ability to care for patients and endeavour to work safe hours whenever possible
- be aware of any applicable health program in the relevant states and territories if advice or help is needed
- knowing or suspecting that he or she has a health condition or impairment that could adversely affect judgement, performance or the health of patients, not rely on self-assessment of the risk posed to patients
- consult a doctor or other health practitioner, as appropriate, about whether and in what ways the affected sonographer may need to modify practice and follow the treating sonographer's advice.

11.3 Other sonographers' health

Sonographers have a responsibility to assist their colleagues to maintain good health. Good practice requires that sonographers:

- provide sonographers who are patients with the same quality of care provided to other patients
- notify the workplace if treating another registered practitioner who has put patients at risk of substantial harm when practising their profession because they have an impairment; this is a professional responsibility
- notify the workplace and encourage a colleague (who is not a patient) who you work with to seek appropriate help if it is believed the colleague may be ill and impaired
- recognise the impact of fatigue on the health of colleagues, including those under supervision, and facilitating safe working hours wherever possible.

12. Teaching and supervising

12.1 Introduction

Teaching, supervising and mentoring junior sonographers and trainees is important for their development and for the care of patients. It is part of good practice to contribute to these activities and provide support, assessment, feedback and supervision for colleagues, sonographers in training and students. Teaching, supervising and assessing also adds value to the supervisor's practice through engagement with the person being supervised and their learning needs. There are a range of supervision models being adopted in the health professions, including coach, mentor and shadow.

12.2 Teaching and supervising

Good practice requires that sonographers:

- seek to develop the skills, attitudes and practices of an effective teacher whenever a sonographer is involved in teaching
- as supervisors, recognise that the onus of supervision cannot be transferred
- make sure that any sonographer or student under supervision receives adequate oversight and feedback, including undertaking an assessment of each student supervised; reflect on that student's ability, competence and learning requirements; and plan his or her supervision based on that assessment rather than any external direction
- avoid any potential for conflict of interest in the supervisory relationship; for example, by supervising someone who is a close relative or friend or where there is another potential conflict of interest that could impede objectivity and/or interfere with the supervised person's achievement of learning outcomes or relevant experience.

12.3 Assessing colleagues

Assessing colleagues is an important part of making sure that the highest standards of practice are achieved. Good practice requires that sonographers:

- be honest, objective and constructive when assessing the performance of colleagues, including students; patients will be put at risk of harm if an assessment describes someone as competent who is not
- when giving references or writing reports about colleagues, provide accurate and justifiable information promptly and include all relevant information.

12.4 Trainees

Trainees are learning how best to care for patients. Creating opportunities for learning improves their clinical practice and nurtures the future workforce. Good practice requires that sonographers:

- treat trainees with respect and patience

- make the scope of the trainee's role in patient care clear to the trainee, to patients and to other members of the health care team
- inform patients about the involvement of trainees and encourage their consent for trainee participation while respecting their right to choose not to consent.

13. Undertaking research

13.1 Introduction

Research involving humans, their tissue samples or their health information is vital in improving the quality of health care and reducing uncertainty for patients and clients now and in the future and in improving the health of the population as a whole.

Research in Australia is governed by guidelines issued in accordance with the NHMRC Act 1992 (Cwlth). Sonographers undertaking research should familiarise themselves with and follow these guidelines.

When sonographers are involved in human research, sonographers must:

- respect the right of participants to withdraw from a study without prejudice to their treatment
- ensure that a decision by a patient not to participate does not compromise the sonographer-patient relationship or the care of the patient.

Research involving animals is governed by legislation in states and territories and by guidelines issued by the NHMRC.

13.2 Research ethics

Being involved in the design, organisation, and conduct or reporting of health research involving humans brings particular responsibilities for sonographers. These responsibilities, drawn from the NHMRC guidelines, include:

- ensuring the respect and protection according to participants that is due to them
- acting with honesty and integrity
- ensuring that any protocol for human research has been approved by a human research ethics committee, in accordance with the 'National Statement on Ethical Conduct in Human Research' issued by the NHMRC (which addresses privacy issues, and refers to the need to consider relevant state, territory and federal privacy legislation)
- disclosing the sources and amounts of funding for research to the human research ethics committee
- disclosing any potential or actual conflicts of interest to the human research ethics committee
- ensuring that human participation is voluntary and based on informed consent and an adequate understanding of sufficient information about the purpose, methods, demands, risks and potential benefits of the research
- ensuring that any dependent relationship between sonographers and their patients is taken into account in the recruitment of patients as research participants

- seeking advice when research involves children or adults who are not able to give informed consent to ensure that there are appropriate safeguards in place, including ensuring that a person empowered to make decisions on behalf of patients has given informed consent or that there is other lawful authority to proceed
- adhering to the approved research protocol
- monitoring the progress of the research and reporting adverse events or unexpected outcomes promptly
- respecting the entitlement of research participants to withdraw from any research at any time and without giving reasons
- adhering to the guidelines regarding publication of findings, authorship and peer review
- reporting possible fraud or misconduct in research as required under the 'Australian Code for the Responsible Conduct of Research' issued by the NHMRC.

The ASA would like to acknowledge the Australian Health Practitioner Regulation Agency (AHPRA) that has authorised the ASA to use extracts that are relevant to sonographers from the *Code of Conduct* developed by AHPRA under the Health Practitioner Regulation National Law.



Direct debit agreement Bendigo Bank

This is your Direct Debit Service Agreement with **Bendigo Funds Transfer Services 045927**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

Definitions

account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between *you* and *us*.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by *you* to *us* is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between *us* and *you*.

us or **we** means **Bendigo Funds Transfer Services** (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

you means the customer who has signed or authorised by other means the *Direct Debit Request*.

your financial institution means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. Debiting your account

1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

1.2 We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.

or

We will only arrange for funds to be debited from *your account* if we have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

1.3 If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

2. Amendments by us

2.1 We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen (14) days written notice.

3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least **45 days** notification by writing to: **Level 4, 120 Harbour Esplanade, Docklands, Vic 3008**

or

by telephoning *us* on **03 8414 7727** during business hours;

4. Your obligations

4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.

4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:

(a) *you* may be charged a fee and/or interest by *your financial institution*;

(b) *you* may also incur fees or charges imposed or incurred by *us*; and

(c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.

4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct

5. Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on **03 8414 7727** and confirm that notice in writing with *us* as soon as possible so that we can resolve your query more quickly. Alternatively *you* can take it up directly with your financial institution.

5.2 If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify *you* in writing of the amount by which *your account* has been adjusted.

5.3 If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

(a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.

(b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and

(c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

7. Confidentiality

7.1 We will keep any information (including *your account* details) in *your Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about *you*:

(a) to the extent specifically required by law; or

(b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to **Level 4, 120 Harbour Esplanade, Docklands, Vic 3008**

8.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

8.3 Any notice will be deemed to have been received on the third *banking day* after posting.

Debit User Indemnity

By this Indemnity, given by: (Debit User) to Bendigo and Adelaide Bank Limited and its subsidiaries (The Sponsor), the Debit User hereby indemnifies and agrees to keep indemnified The Sponsor upon the demands and conditions placed upon it by the Debit User for operating under the Bulk Electronic Clearing System (BECS) using Direct Debit Request forms and procedures.

The Debit User shall comply with all obligations set out by The Sponsor for the use of the Direct Debit Request forms with BECS.

The Debit User:

1. Will use the Direct Debit Request forms and procedures solely for the purpose to enter into the contract for the supply of goods and services between the Debit User and the customer.
2. Shall be held liable if it creates payments in an illegal manner or for any illegal purposes as would be deemed by statute or court of law.
3. Will first seek written approval from the Sponsor should the Debit User want to change the method of the Direct Debit Request. If this does not occur then any change or liability that The Sponsor may have will cease to remain.
4. When requested by The Sponsor, must supply a copy of the Direct Debit Request form to draw funds from the Debit User's customer.
5. Agrees to supply The Sponsor at all times with adequate data and funds to enable a claims process to occur for the Debit User's customers in compliance with BECS Procedures.
6. Must not deny or fail to provide sufficient information for The Sponsor to respond to a Customer Claim, raised by the Debit User's customer, within three (3) business days of the claim occurring. The Sponsor will have the right to automatically debit the Debit User's bank account for the disputed amount plus ancillary costs incurred for the disputed claim.
7. Shall be bound by Clauses 4, 5 and 6 should the Debit User cease to be a customer of The Sponsor and a claim is still made by the Debit User's customer.
8. Shall authorise The Sponsor with the right to debit or credit the above mentioned Debit User's bank account in accordance with the correct use of Direct Debits under BECS Procedures.
9. Must establish a Service Agreement with the customer for the purpose of Direct Debit Requests. The Service Agreement must contain the following items and failure to do so will waive any liability The Sponsor holds in their relationship with the Debit User. These items are as follows:
 - (a) The basis on which the Debit User will initiate Debit Items and, if appropriate, issue billing advices to the Customer;
 - (b) The period of notice to be given to the Customer if the Debit User proposes to vary details of the arrangement agreed between them (including, without limitation, the amount or frequency of debit drawings), and the procedure available to the Customer to question the proposed change before it is implemented;
 - (c) The procedure available to the Customer to request deferment or alteration to the drawing Schedule agreed between them (including, without limitation, to the variations in amount, drawing date availability of deferrals or part or concessional payments);
 - (d) The procedure available to the Customer to dispute any Debit Item and a description of the dispute resolution process which must apply between the Customer and the Debit User that the Customer may contact their Financial Institution to dispute any Debit Item.
 - (e) That direct debiting is not available on the full range of accounts and the Customer should check directly with their Financial Institution (Ledger FI);
 - (f) That it is the responsibility of the Customer to have sufficient cleared funds available in the relevant account by the nominated due date to permit payment of Debit Item(s) initiated in accordance with the Customer's Direct Debit Request;
 - (g) The timing of a debit when the due date for payment falls on a day which is not a business day in the place of lodgement (and that Customers' enquiries as to when the debit will be processed should be directed to the Ledger FI);
 - (h) The policy when Debit Items are return unpaid by the Ledger FI, including the application of any related fees;
 - (i) The procedure, and notice, required to cancel a Direct Debit Request or to stop individual Debit Items from time to time;
 - (j) That the Customer is required to direct all queries, requests for cancellation of Direct Debit Request or requests to stop individual Debit Items to the Debit User or may request cancellation through their Bank.
 - (k) The extent of protection available to the Customer against fraud;
 - (l) The confidentiality to be accorded to the Customer's records and account details on the part of the Debit User.
10. The sponsor reserves the right to vary these conditions by giving 14 days prior written notice to the Debit User at any time. Any use of the service after receipt of the notice will be deemed to automatically indicate the Debit User's agreement to the variation.
11. The Sponsor may by giving 14 days prior written notice to the Debit User (or immediately in the event of fraud or breach by the Debit User), terminate the facility for any future use. The Sponsor may do this if in its absolute discretion the Debit User has (or the Sponsor suspects they have, will or may) breach/breached any of these terms, committed a fraud, or has failed / is failing to generate the number of transactions reasonably expected of them. The Sponsor may also terminate the facility where reasonably necessary to protect a legitimate commercial or other interest, which for these purposes includes any organisational changes or restructures.