Supported Employment Quality Framework

Assessment regulations, terms and conditions

1. Introduction

- 1.1 Our mission is to promote high standards and improve the quality of Supported Employment provision in the UK so as to offer assurance to commissioners and customers, both employers and jobseekers. The characteristics to be certified by the mark are that the organisation has undergone an audit by BASE of its supported employment quality framework and has achieved a given standard as set out in the scoring matrix in Schedule 1 and supporting regulations documentation. The certification criteria cover the 5 stages of supported employment: Engaging Jobseekers; Vocational Profiling and Action Planning; Engaging Employers; Job Matching; In-Work Support and Career Development; Business Results and Key Performance Indicators.
- 1.2 This document sets out the regulations, terms and conditions under which the British Association for Supported Employment licenses its trademarks for use by eligible organisations as the SEQF Quality Certification Mark.
- 1.3 The SEQF Quality Certification Mark can only be used by any eligible organisation that employs staff, subject to meeting the required standards following an audit, which they are deemed to have met all of the necessary results. These regulations, terms and conditions form an agreement between each eligible organisation and BASE, entered into in consideration of BASE granting the certification and the eligible organisation undertaking to comply with these regulations, terms and conditions. In any event you will be bound by all the obligations applicable to an eligible organisation under these regulations, terms and conditions if you make any use of the SEQF Quality Certification Mark.

2. Definitions

The following words shall have the following meanings:

- 2.1 'BASE' means The British Association for Supported Employment.
- 2.2 'Organisation' means the organisation to be assessed.
- 2.3 'Fees' means the fees referred to in Schedule 2.
- 2.4 'Final Report' means the report issued pursuant to Clause 4 of the Assessment Process document.
- 2.5 'Lead Assessor' means an Assessor appointed by BASE to lead the assessment.
- 2.6 'Organisation' means the service, agency or organisation seeking SEQF accreditation.
- 2.7 'Parties' means BASE and the Organisation.
- 2.8 'SEQF' means BASE's Supported Employment Quality Framework, including all the levels of award.
- 2.9 'SEQF Quality Certification Mark' is the certification mark issued to organisations upon achieving certain standards pursuant to an assessment process as set out in the Guide for Applicants.
- 2.10 'Assessor' means an assessor appointed by BASE to assess the organisation pursuant to an Assessment.
- 2.11 'Process' means the Assessment process as set out herein and in the Guide for Applicants.
- 2.12 'Reports' means all reports, documentation, presentations or documents in whatever form that BASE or the assessor shall or may create or deliver as part of the assessment.
- 2.13 'Assessment' means the assessment conducted by the assessor to assess whether the organisation meets the Supported Employment Quality Framework standards as set out in Schedule 1.
- 2.14 'Sterling' means the lawful currency of the United Kingdom.

3. The Organisation's obligations

In addition to any other obligation, the Organisation will:

- 3.1 pay the cost of the assessment in accordance with any agreement made with BASE. BASE may not issue the SEQF Quality Certification Mark until it is satisfied that such invoices have been paid or do not need to be paid.
- 3.2 comply with any relevant written guidance, documents or rules, as amended from time to time, governing the use of the SEQF Quality Certification Mark and other BASE materials including in particular the provisions of the Assessment Process document, these regulations, terms and conditions, the Guide for Applicants and any certification granted pursuant to the regulations, terms and conditions;
- 3.3 pay BASE for any additional reasonable costs and expenses incurred as a result of the Organisation's inappropriate instructions, or failure to provide instructions, or failure to comply with any of the provisions of these regulations, terms and conditions;

4. Fees, payment and cancellation

- 4.1 Payment of the fees for the assessment shall be made in accordance with Schedule 2.
- 4.2 If the Organisation postpones or cancels an assessment or part of it, BASE reserves the right to levy a charge equal to the cost of the service so far carried out and/or in respect of any loss BASE has or will suffer.
- 4.3 In the event of cancellation of an assessment by BASE, a refund will be made to the organisation.

5. Regulations of Use of the Supported Employment Quality Framework Mark

- 5.1 Upon the Lead Assessor's final report recommending that the organisation be awarded the SEQF Quality Certification Mark, against the criteria in Schedule 1, BASE may approve the organisation's right to use the SEQF Quality Certification Mark at the appropriate level as described in Clause 7.1 of the Assessment Process. In the event of an approval BASE shall grant to the organisation a non-exclusive certification mark for a period of 3 years from the date of approval to use the SEQF Quality Certification Mark in all print and electronic media, signs, buildings, vehicles and other such medium that may be beneficial to the organisation in promoting itself.
- 5.2 The organisation shall be entitled to use the SEQF Quality Certification Mark for a period of 3 years from the date of award so long as it meets the following conditions:
 - 5.2.1 the organisation must submit an up-to-date self-assessment and Improvement Action Plan to BASE on the first and second anniversary of the award of the SEQF Quality Certification ark.
- 5.3 The Lead Assessor shall consider the updated self-assessment and Improvement Action Plan and shall, within 14 calendar days (2 weeks) of receipt, inform the organisation of any comments he/she may have in relation thereto.
- 5.4 The organisation will have up to 14 calendar days (2 weeks) from the receipt of assessor comments to respond to any queries raised.
- 5.5 The Lead Assessor will then either:
 - 5.5.1 recommend that the organisation should continue to be awarded the SEQF Quality Certification Mark at the appropriate level; or
 - 5.5.2 recommend that the organisation should not continue to be awarded the SEQF Quality Certification Mark until improvement actions have been satisfactorily undertaken or complied with.

6. Copyright

Reproduction or provision to a third party of any material or articles in respect of which BASE is the legal and/or beneficial owner including in particular, commercial entities, in whole or in part whether for the reproduction,

distribution, sale or otherwise howsoever, is strictly prohibited. No copyright work which the organisation has been awarded with the Certification Mark to reproduce may be sold, sub-licensed or given away to any third party whether or not for gain. Sub licensing of any copyright work is strictly prohibited. The organisation shall not assert any claim as proprietor, author or owner nor seek to profit from any use and any money or other benefit received as a result of use of any copyright work, shall, unless agreed otherwise, be held on trust for BASE.

7. Confidential Information

- 7.1 Each party ('Receiving Party') shall keep the confidential information of the other party ('Supplying Party') confidential and secret, whether disclosed to or received by the receiving party. The receiving party shall only use the confidential information of the supplying party for the purpose and for performing the receiving party's obligations under these regulations, terms and conditions.
- 7.2 Where the receiving party is under a compulsion of law, or by agreement to reveal confidential information from the supplying party, the receiving party shall notify the supplying party of release, unless specifically prohibited from doing so by order of law.
- 7.3 This Clause 7 shall survive termination for a period of 2 years.

8. Warranties, liability and indemnities

- 8.1 BASE will use reasonable care and skill in ensuring that the assessment is carried out and to a standard which conforms to generally accepted industry standards and practices in the UK. All Assessors receive training from a Lead Internal Quality Assurance member of staff. Lead Assessors will be expected to hold or be working towards an accredited Assessor qualification or equivalent and have experience of leadership in the supported employment sector as well as good working knowledge of the 8 National Occupational Standards relating to Supported Employment. The standards cover the whole of the United Kingdom and were developed by LSIS, the Learning and Skills Improvement Service (LSIS). BASE was closely involved with their development. The National Occupational Standards (NOS) provide the statements of skills and knowledge needed by the supported employment workforce (NOS Finder National Occupational Standards (ukstandards.org.uk or National Occupational Standards | British Association for Supported Employment (base-uk.org). Assessors will attend quarterly standardization meetings regarding the SEQF.
- 8.2 Except in the case of death or personal injury caused by BASE's negligence, BASE and assessor liability, whether in contract, tort, negligence, breach of statutory duty or as a result of any act or omission of BASE or of an assessor, shall not exceed the fee paid to BASE.
- 8.3 BASE and its assessor shall not be liable to the organisation in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the organisation of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill whether as a result of an act or omission by BASE or an assessor.
- 8.4 The organisation shall indemnify and hold harmless BASE from and against all claims, loss, damage, liability, injury to BASE, including its officers and employees or agents and third parties, infringement of third party intellectual property, or third party losses arising in consequence of any breach of these regulations, terms and conditions and associated documents by the organisation or arising out of any information supplied to the organisation by BASE, its officers, employees or agents, or supplied to BASE by the organisation.
- 8.5 The organisation is responsible for ensuring it has appropriate insurance in place to cover the work of an assessor when at the organisation's premises or anywhere under its control and will produce a copy of any policy, schedule and other documents if requested.

9. Termination

9.1 BASE shall have the right (in addition to any other rights which it has at law) to terminate the agreement (and any certification granted to use the SEQF Quality Certification Mark pursuant to these regulations, terms and conditions) immediately:

- 9.1.1 if the organisation is in breach by an obligation and, where the breach is capable of remedy, the breach has not been remedied within 14 days of the organisation receiving notice from BASE specifying the breach and requiring the breach to be remedied; or
- 9.1.2 if the organisation commits any fundamental breach of these regulations, terms and conditions and associated documents or breaches any terms of them which are not capable of being remedied; or
- 9.1.3 if the organisation fails to inform BASE of any subsequent significant failure to meet any of the indicators in the SEQF standards for the period that the SEQF Quality Certification Mark award is valid; or
- 9.1.4 if an order is made or a resolution is passed for the winding up of the organisation (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the organisation's assets or business, or if the organisation makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt, or if an order, appointment, or composition or similar or analogous action is made in a jurisdiction other than England and Wales which has a similar effect.
- 9.2 At the date of termination any certification granted shall immediately cease to be valid and the organisation shall destroy the certificate and any associated materials bearing any representation or reference to the SEQF Quality Certification Mark.

10. Assignment

BASE may delegate, sub-contract, mortgage, assign and/or transfer all its rights and obligations to any person.

11. Entire agreement and understanding

These regulations, terms and conditions, the Assessment Process document and other associated documents contain the whole agreement between the parties in respect of subject matter of agreement and supersede and replace any prior written or oral agreements, representations or understandings between them relating to such subject matter. The organisation confirms that it has not entered into this agreement on the basis of any representation that is not expressly incorporated into these regulations, terms and conditions or associated documents.

12. Severance

If any provision of these regulations, terms and conditions or associated documents are prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in any way affect any other circumstances of or the validity or enforcement of these regulations, terms and conditions. All of the provisions of the remainder of the terms and associated documents which are capable of having effect after termination shall survive and remain in full force.

13. Interpretation

In these regulations, terms and conditions and associated documents unless the context otherwise requires words importing the singular number include the plural number and vice versa; words importing persons include firms, companies and corporations and vice versa; any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done; the headings to the clauses, schedules and paragraphs of these regulations, terms and conditions and associated documents are not to affect the interpretation; any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; where the word 'including' is used, it shall be understood as meaning 'including without limitation'.

14. Law and jurisdiction

The validity, construction and performance of these regulations, terms and conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

15. Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of these regulations, terms and conditions and associated documents they are not intended to, and do not, give any person who is not a party to them any right to enforce any of its provisions, save that assessors may enforce relevant provisions.

Schedule 1

Supported Employment Quality Framework and Scoring Matrix

Scoring Matrix Key

- 2 = Substantial evidence of this
- 1 = some evidence in place
- 0 = no evidence in place

1.1 Engaging Jobseekers		
1	Jobseekers and referral organisations understand any eligibility criteria and what to expect from the organisation, including its limitations.	0-2
2	The organisation provides impartial information, advice and guidance to jobseekers using accessible materials.	0-2
3	The organisation provides a private area for confidential discussions.	0-2
4	Consent and disclosure issues are discussed and managed.	0-2
5	The organisation does not operate a screening process to identify job readiness and the zero-rejection policy is consistently applied.	0-2
6	The organisation ensures staff maintain professional boundaries when working with jobseekers.	0-2
7	Jobseekers are signposted to alternative provision if they choose not to pursue employment.	0-2
8	At least 90% of vocational profiles commence within 3 weeks of the eligibility meeting.	0-2
9	The referral process is regularly reviewed and updated.	0-2
10	Active caseloads are under 20 across stages 1 to 4.	0-2
	Maximum available score:	20

1.2 Vocational Profiling and Action Planning		
1	The organisation uses basic vocational profiling and action planning techniques.	
2	The organisation ensures they record and act on cultural factors associated with its jobseekers.	0-2
3	The organisation identifies and agrees clear learning objectives for any work experience and pre-employment activity.	0-2
4	Person-centred approaches are used to collect relevant information about the jobseeker's experience, skills, abilities, interests, wishes and needs, and this information is collated into vocational profiles.	0-2
5	Action plans are used to support the jobseeker through the supported employment process and regularly updated	0-2
6	The organisation recognises that vocational profiling is an ongoing process, and vocational profiles are routinely up-dated.	0-2

7	The organisation can provide or arrange Better Off Financial Calculations for all jobseekers to inform their decisions on employment.	0-2
8	Jobseekers are supported to exercise choice and control, using advocates where appropriate to make informed choices about work.	0-2
9	The organisation ensures that self-employment options are considered.	0-2
10	Vocational profiles and action plans are made available in a range of accessible formats.	0-2
11	Vocational profiles and action plans are co-produced with the jobseeker and with input from their circle of support, where consent is given, and routinely updated.	0-2
12	The vocational profile and action plan processes are regularly reviewed and updated.	0-2
13	SMART action plans are used to ensure rapid progress is made towards employment, and the frequency and intensity of support is agreed with jobseekers.	0-2
14	Holistic, accessible and co-produced vocational profiles are used to inform both job-seeking and job matching activity.	0-2
	Maximum available score:	28

1.3 Engaging Employers		
1	The organisation records details of employer contacts and contacts employers across a range of sectors to seek employment opportunities.	
2	The organisation uses a range of employer engagement techniques, including broad brush canvassing and individual targeted approaches and these are recorded.	0-2
3	The organisation provides impartial and objective information, advice and guidance to employers.	0-2
4	The organisation addresses any concerns or discrimination from employers.	0-2
5	The organisation has a clear understanding of the local labour market.	0-2
6	Staff understand that employers are key customers of the organisation with their own business needs.	0-2
7	The organisation dedicates time and resources for employer engagement.	0-2
8	Employers are supported to develop inclusive recruitment and retention practices.	0-2
9	Staff can articulate the business case for employers to engage with supported employment.	0-2
10	Employers are supported to identify and create vacancies through job design and job carving techniques.	0-2
11	The employer engagement process is regularly reviewed and updated.	0-2

	Maximum available score:	28
14	Employers act as ambassadors or champions for the organisation.	
13	There is evidence that employers are using the organisation as a key tool for recruitment.	
12	Employers understand the added value and how supported employment can meet their business needs.	

Weighting of 15% for this section

1.4 Job Matching and Securing Employment			
1	The organisation seeks competitive and inclusive employment where the employee receives the same rate of pay and benefits as other employees doing the same job.	0-2	
2	To ensure an effective job match, job analysis is used to systematically identify the skills and other requirements needed to undertake the role.	0-2	
3	The organisation encourages Jobseekers to maximise their working hours and this is recorded.	0-2	
4	The organisation supports both employers and jobseekers through the recruitment and selection process.	0-2	
5	The vocational profile and job analysis are used to assess any skills gap and determine whether this is bridgeable as part of job matching.	0-2	
6	The organisation works collaboratively with the employer to ensure the employer has robust policies and procedures to ensure the health, safety and wellbeing of jobseekers, including risk assessment.	0-2	
7	Using the Job Analysis and Vocational Profile, the organisation ensures that any identified skills gap is discussed with employer and jobseeker to develop an in-work support plan.	0-2	
8	The organisation reviews the effectiveness of its job matching processes.	0-2	
9	The organisation achieves appropriate job outcomes across a range of employment sectors and occupations.	0-2	
10	The organisation works collaboratively with partners to share data and vacancies so that jobseekers and employers get the best possible job match.	0-2	
	Maximum available score:	20	

1.5 In-Work Support & Career Development		
1	The organisation can provide individualised job coach support in the workplace. Employee progress is monitored and requests for support are responded to in a timely manner.	0-2
2	The organisation works with the employer and supported employee(s) to ensure workplaces are safe.	0-2
3	Employers are supported to understand their legal responsibilities for their supported employees.	0-2

4	The organisation works with customers using the Vocational Profile and Job Analysis to develop in-work support plans, identifying and implementing, reasonable workplace adjustments.	0-2
5	The organisation can demonstrate that employees develop personal, social and vocational skills.	0-2
6	The organisation identifies natural supports and makes effective use of them.	0-2
7	The organisation supports employee learning through the most natural methods, using structured training techniques where needed.	0-2
8	The organisation ensures employees are socially included within the workplace.	0-2
9	Issues such as safeguarding, harassment and discrimination are proactively managed.	0-2
10	The organisation arranges time-unlimited support to customers as needed. This includes working collaboratively with partners, with consent, to resolve any work-related issues.	0-2
11	The organisation supports employees and employers in the use of assistive technology when required.	0-2
12	The organisation reviews and updates its in-work support and career development processes.	0-2
13	The organisation can demonstrate that a high level of jobs is sustained by using natural and dedicated workplace supports.	0-2
The organisation provides workplace monitoring and support and this integrated into the employer's natural routines.		0-2
15	The organisation supports employees to develop their careers.	0-2
	Maximum available score:	30

2.1 Business		
Results		Scoring
1	The organisation has a system to collect data on key performance indicators, including secured employment, sustained employment, job satisfaction, and employer satisfaction.	0-2
2	The organisation sets challenging but achievable targets and these are understood by staff.	0-2
3	The organisation has written operating procedures to guide staff practice and uses performance analysis to review it.	0-2
4	The organisation actively disseminates information about its performance to staff, customers, funders and stakeholders.	0-2
5	Business results are analysed to understand trends and used to improve and enhance services for customers and funders.	0-2
6	The organisation understands local demographics and gauges equality of access and achievement within the service and takes action to ensure that the service reflects these demographics.	0-2
7	The organisation benchmarks business and financial performance against comparator organisations.	0-2

		that others look to as an exemplar. Maximum available score:	16	•
The organisation delivers outstanding results and is a market less		0-2		

Weighting of 10% for this section

2.2	2.2 Key Performance Indicators Scoring		
Α	Percentage of people commencing a vocational profile that achieve a paid job outcome. 10% = score 2; 20% = score 4; 30% = score 6; 40% = score 8; 50% = score 10	0-10	
В	Average time from service start to job start. <52 weeks = score 2; <39 weeks = score 4; <26 weeks = score 6; <16 weeks = score 8; <10 weeks = score 10		
С	C Employer average satisfaction ratings. Score 0 to 5 (5=excellent).		
D	Jobseeker/employee average satisfaction ratings. Score 0 to 5 (5=excellent).	0-5	
E	Percentage of people starting work who sustain paid work for 6 months (Note that this indicator will only apply to those customers who started employment over 6 months previously). >50% = score 2; >60% = score 4; >70% = score 6; >80% = score 8; >90% = score 10		
	Maximum available score:	40	

Weighting of 15% for this section

Products, Services and Processes account for 75% of overall weighting

Business Results and KPIs account for 25% of overall weighting

Total Overall score is then presented in a % format

To achieve the certification, the overall score must be a minimum scoring of a certain score and a minimum score from 2.2A, 2.2B and 2.2E, as a total score.

To achieve	Overall Score		KPI 2.2A + 2.2B + 2.2 E
Certification			(out of possible 30)
Mark			
Excellent	90%+	plus	score 20 or more
Good	75% - 89.9%	plus	score 15+
Accredited	55% - 74.9%	plus	score 10+

Schedule 2

Fees

- 1. The fee payable to BASE for SEQF certification assessment as at the time of provision of these regulations, terms and conditions shall be the applicable sum of £3,000+vat payable in Sterling.
- 2. The fee payable for re-assessment during the 3-year SEQF term will normally be £1,000+vat but this is subject to individual circumstances and agreement between BASE and the organisation.
- 3. BASE works in partnership with Inclusive Trading CIC and shall render an invoice through this organisation, upon acceptance of these regulations, terms and conditions which shall become payable upon receipt.
- 4. The fees for the SEQF Quality Certification Mark are exclusive of VAT, however, VAT and/or any other taxes applicable will be added to the invoice issued to you.
- 5. The fee is inclusive of any assessor expenses.
- 6. If the organisation fails to make any payment on the due date then without prejudice to any of BASE's other rights BASE may suspend or cancel work or delivery of any assessment or other material due to the organisation and shall not be obliged to comply with any of its obligations under these regulations, terms and conditions until full payment is made. For the avoidance of doubt, late or non-payment of any sum shall constitute a material and fundamental breach of these regulations, terms and conditions.
- 7. Payment of any other sum and VAT, where applicable, shall be due as set out in these regulations, terms and conditions or as otherwise agreed in writing between the parties but in the absence of such variation, shall be due no later than 30 days after the invoice date. For the avoidance of doubt, an email indicating that an invoice was sent to the organisation shall serve as conclusive proof that it was received.
- 8. The organisation may not withhold payment of any amount due to BASE by reason of any right of set off or counter claim which the organisation may have or alleges to have for any reason whatsoever.
- 9. Time for payment shall always be of the essence.
- 10. BASE reserves the right to amend the fee rates by giving prior notice to the organisation.

Assessment Process

This document contains provisions in relation to the Assessment Process and should be read in conjunction with the regulations, terms and conditions.

1. Assessment

- 1.1 BASE agrees to arrange an assessment of the organisation and shall, where appropriate, award the organisation the SEQF Quality Certification Mark subject always to the provisions of the applicable regulations, terms and conditions and any certification granted pursuant to them.
- 1.2 BASE undertakes to provide personnel who are suitably qualified under generally accepted industry standards in the UK, and to instruct an assessor to perform the services hereunder. BASE will use reasonable care and skill in ensuring that the assessment is carried out and to a standard which conforms to generally accepted industry standards and practices in the UK. All Assessors receive training from a Lead Internal Quality Assurance member of staff. Lead Assessors will be expected to hold or be working towards an accredited Assessor qualification or equivalent and have experience of leadership in the supported employment sector as well as good working knowledge of the 8 National Occupational Standards relating to Supported Employment. The standards cover the whole of the United Kingdom and were developed by LSIS, the Learning and Skills Improvement Service (LSIS). BASE was closely involved with their development. The National Occupational Standards (NOS) provide the statements of skills and knowledge needed by the supported employment workforce. Assessors will attend quarterly standardization meetings regarding the SEQF.
- 1.3 The assessment will involve a two-stage process:
 - 1.3.1 a desktop review of documents as requested in accordance with the criteria set out in desktop review list as notified to the organisation.
 - 1.3.2 a site visit at time(s) to be agreed.
- 1.4 Both stages will involve an assessment against predetermined criteria followed by the production by the Lead Assessor of a Final Report(s) in order to determine whether the organisation meets the required standards.
- 1.5 A site visit will only be conducted once the Lead Assessor is satisfied that the organisation has been successful at the desktop review stage.
- 1.6 The organisation acknowledges and agrees that for an assessment to take place it shall:
 - 1.6.1 submit a completed SEQF model fidelity self-assessment document
 - 1.6.2 pay the agreed fee(s);
 - 1.6.3 co-operate with BASE and the Lead Assessor as is required;
 - 1.6.4 provide to BASE and the Lead Assessor such information and documentation as is reasonably required by the times agreed;
 - 1.6.5 make available to the Lead Assessor the facilities, resources, working space and staff as has been agreed and/or as BASE and the Lead Assessor reasonably require to conduct the assessment; and
 - 1.6.6 instruct the organisation's staff and agents to co-operate and assist BASE and the Lead Assessor.

2. Desktop Review

- 2.1 In the event that the organisation fails to provide the documents or other information by the time(s) specified by the Lead Assessor, BASE may terminate the assessment in accordance with the applicable regulations, terms and conditions.
- 2.2 In the event that the Lead Assessor deems that the organisation has been unsuccessful at the desktop review stage, BASE may terminate the assessment in accordance with the applicable regulations, terms and conditions.

3. Site Visit

- 3.1 The organisation and the assessor shall endeavour to agree the time and place for performance of the site visit, taking account of the availability of the organisation's staff and the assessment team.
- 3.2 BASE and the Lead Assessor shall use reasonable endeavours to ensure the assessment is completed by any agreed timescale and to meet such other dates as are agreed. Time shall not be of the essence for any times for when the assessment is to be performed, whether given or agreed to by BASE, or for the length of time that the assessment is to take, whether specified in writing or otherwise.

4. Full Report

- 4.1 Within 14 calendar days (2 weeks) from the date of the site visit, the Lead Assessor will produce a draft Full Report setting out his/her findings, a copy of which will be provided to BASE for moderation.
- 4.2 Within 14 calendar days (2 weeks) of receipt of the draft Full Report, BASE will undertake a quality control/moderation review of the draft Full Report to ensure that there has been no material departure from the published assessment criteria and that the Full Report contains no serious errors or irregularities. The Lead Assessor with appropriate guidance and feedback from BASE shall amend and finalise his/her draft Full Report.
- 4.3 Following BASE's moderation, the Lead Assessor, sends the draft Full Report to the organisation. Within 14 calendar days (2 weeks) of receipt of the draft Full Report the organisation may inform the Lead Assessor in writing of any observations in relation to factual errors or omissions only. The Lead Assessor shall, at his/her discretion amend and finalise his/her draft Full Report. The final Full Report shall:
 - 4.3.1 recommend that the organisation be awarded the SEQF Quality Certification Mark at the appropriate level; or
 - 4.3.2 recommend that the organisation should not be awarded the SEQF Quality Certification Mark until improvement actions have been satisfactorily undertaken or complied with.
- 4.4 The Lead Assessor sends the final Full Report to BASE for moderation.
- 4.5 BASE sends the final Full Report to the organisation with the SEQF regulations, terms and conditions.

5. Improvement Actions

- 5.1 The Lead Assessor shall notify the organisation of areas where improvement actions are required by the conclusion of the site assessment.
- 5.2 In addition, the Lead Assessor shall, in his/her Full Report, identify any areas or instances where there was no or insufficient evidence demonstrating that an indicator (or indicators) were fully met and shall set out the areas where improvement actions are or were required.
- 5.3 The organisation will have up to 14 calendar days (2 weeks) from the conclusion of the site visit to send an Improvement Action Plan to the Lead Assessor, setting out the steps it intends to take.
- 5.4 The Lead Assessor shall consider the Improvement Action Plan and shall, within 14 calendar days (2 weeks) of receipt, inform the organisation of any comments he/she may have in relation thereto.
- 5.5 The organisation will have up to 8 weeks from the date of the Operation Manager's response to its Improvement Action Plan to carry out the improvement actions. The organisation must submit evidence to the Lead Assessor which demonstrates to the Lead Assessor's satisfaction that improvement actions have been undertaken.
- 5.6 Failure to submit evidence that the Improvement Action Plan has been completed within the requisite time frame will result in the assessment process being terminated.

6. Improvement Action Report

- 6.1 Within 14 calendar days (2 weeks) from the deadline for the completion of improvement actions, the Lead Assessor will produce a draft Improvement Action Report setting out his/her findings, a copy of which will be provided to BASE for moderation.
- 6.2 Within 14 calendar days (2 weeks) of receipt of the draft Improvement Action Report, BASE will undertake a quality control/moderation review of the draft Improvement Action Report to ensure that there has been no material departure from the published assessment criteria and that the Improvement Action Report contains no serious errors or irregularities. The Lead Assessor with appropriate guidance and feedback from BASE shall amend and finalise his/her draft Improvement Action Report. The final Improvement Action Report shall:
 - 6.2.1 Recommend that the organisation be awarded the SEQF Quality Certification Mark; or
 - 6.2.2 Recommend that the organisation should not be awarded the SEQF Quality Certification Mark.
- 6.3 The Lead Assessor sends the final Full Improvement Action Plan to BASE for moderation.
- 6.4 BASE sends the Final Improvement Action Report to the organisation with the SEQF regulations, terms and conditions.

7. Certification

- 7.1 As per Schedule 1, the level of the SEQF Quality Certification Mark awarded by BASE, as the inspection body, indicates that the organisation has met the requirements of the SEQF Quality Certification Mark standard, at the date of award, at the appropriate level:
 - 7.1.1 'Excellent Provider' status shall be awarded by BASE where the organisation has scored 90% or more in the assessment process plus a minimum of 20 out of 30 for KPI 2.2A+2.2B+2.2E;
 - 7.1.2 'Good Provider' status shall be awarded by BASE where the organisation has scored between 70% and 89.99% in the assessment process plus a minimum of 15 out of 30 for KPI 2.2A+2.2B+2.2E;
 - 7.1.3 'Accredited Provider' status shall be awarded by BASE where the organisation scores between 55% and 69.99% in the assessment process plus a minimum of 10/30 for KPI 2.2A+2.2B+2.2E.
- 7.2 Where the final Full Report and Improvement Action Report (if applicable) contains a recommendation that the organisation should be awarded the SEQF Quality Certification Mark at the awarded level, BASE will confirm to the organisation in writing its right to use the SEQF Quality Certification Mark and shall grant a non-exclusive certification to use the same for a period of 3 years, subject to 7.3 below and Clause 5 of the regulations, terms and conditions.
- 7.3 In the event that BASE considers that a recommendation to award the SEQF Quality Certification Mark was flawed because of a material departure from the published assessment criteria or due to some other serious error or irregularity, it may decline to award the SEQF Quality Certification Mark. In those circumstances BASE shall write to the organisation setting out the reasons for its decision and may, where appropriate, afford the organisation the opportunity within such time frame as BASE shall specify, to provide such further information and/or documents as BASE shall determine are required in order to justify awarding the SEQF Quality Certification Mark.
- 7.4 In the event that the organisation fails to provide such information and/or documents as BASE has specified within the time frame notified to it, BASE shall confirm in writing its decision not to award the SEQF Quality Certification Mark.
- 7.5 The organisation may request a fresh assessment any time after the conclusion of any live assessment process.
- 7.6 At any time during the assessment process, BASE may in its absolute discretion provide an extension of time if the organisation can demonstrate there are exceptional or extenuating circumstances.
- 7.7 The organisation's continued use of the SEQF Quality Certification Mark will be subject to the organisation complying with the regulations, terms and conditions of use described in Clause 5 of the regulations, terms and conditions.

7.8 An organisation may, in certain circumstances, appeal BASE's decision not to award the SEQF Quality Certification Mark provided it does so within 30 days of receipt of the decision, see Section 9.

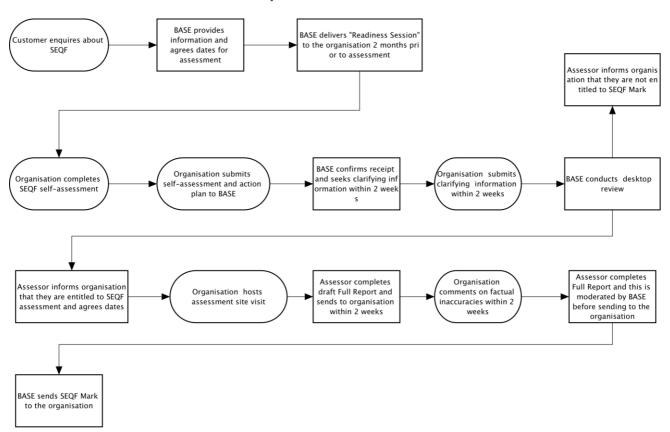
8. Requests for SEQF re-assessment

- 8.1 The organisation may request a reassessment of its accreditation status at any point during the 3-year award of the certification. It may believe that it has sufficient evidence to demonstrate improved quality and may request BASE to make a reassessment.
- 8.2 The organisation will submit updated evidence as requested by BASE and the re-assessment will follow the process set out in sections 1 to 3 above.
- 8.3 The assessor will agree and produce an addendum to the original SEQF report before deciding on any changes to the accreditation status as detailed at paragraph 7.1
- 8.4 Any revised accreditation status will be valid until the end of the original 3-year term of the SEQF award.

9. Dispute/Appeals Process

- 9.1 If an organisation does not agree with the outcomes of a decision by BASE on either the results of an assessment or prohibiting the organisation from using the mark. The organisation has the right to appeal within 30 days of receiving the notification from BASE. Such appeal shall be initiated by notice in writing addressed to the Chief Executive served within 30 days of service of the notice cancelling or refusing the certificate.
- 9.2 A meeting of the Appeals Panel shall be held within forty-five clear days after service of the notice of appeal and the Supplier shall be given at least seven clear days' notice of the time and place of such meeting. The Appeals Panel will be led by the Independent Director of Inclusive Trading for the purpose of hearing the appeal. It shall consist of at least three persons, of which the Independent Director will be one of these. The Independent Director will select 2 other Independent representatives, made up from a range of partnership organisations completely independent of BASE.
- 9.3 At the meeting of the Appeals Panel both the organisation and the Chief Executive shall be entitled to be heard in confidence.
- 9.4 The decision of the majority of the Appeals Panel as declared by its Chair shall be final and shall be conveyed to the organisation within five days of the hearing.

10. Flowchart of the SEQF assessment process



11. Flowchart of the SEQF retention process

