

Working Agreement



This agreement contains the main terms and conditions of your registration, assessment and accreditation in respect of the Quality Performance Mark. Please read it carefully before signing.

Advocacy is taking action to support people to say what they want, secure their rights, pursue their interests and obtain services they need. Advocacy providers and Advocates work in partnership with the people they support and take their side, promoting social inclusion, equality and social justice.

Based on the principles of the [Advocacy Charter](#), the Quality Performance Mark (QPM) is a quality assessment and assurance system for providers of independent advocacy in England, Wales and Northern Ireland. Used by many organisations as a development tool, the QPM framework and Assessment Workbook supports organisations to think about and improve the advocacy they provide alongside the policies and procedures that support advocates to deliver the best person-centred services they can.

To achieve and display the QPM Award, organisations must demonstrate that the advocacy services they provide meet the standards set out in the QPM Assessment Workbook and that the values, approach and practice of advocates support the overarching principles of the Advocacy Charter.

Having completed the [Pre-Assessment Questionnaire](#), this agreement outlines the requirements of [XXXXXXXXXXXXXX](#), which is applying for the QPM and the National Development Team for inclusion (NDTi), the organisation that delivers the QPM, and each organisation's respective role in carrying out the remaining stages of the [QPM Assessment Process](#).

Having provided detailed information about your organisation, including whether you subcontract services to another advocacy provider, or receive your advocacy work from a larger consortium of advocacy organisations, we ask that you advise us immediately if any of the information provided at Pre-Assessment Questionnaire stage, which we use to plan and cost your assessment, changes. This includes, but is not limited to:

- Your registered name and/or address changes
- If you partner or merge with another organisation
- You take on additional service delivery contracts
- You lose service delivery contracts
- If the service, or parts of the service change or close
- If you enter into new subcontracting arrangements

Substantial changes to your service provision during the life course of the QPM Assessment process could result in an increase or decrease in agreed costs to ensure the assessment undertake is proportionate and fair.

NDTi reserves the right to cancel your registration at any time or remove your QPM accreditation, should we become aware that the information you have provided to us is inaccurate to the point of misleading or does not represent the true nature, scope, range and breadth of advocacy services that your organisation provides.



The QPM Assessment Process

Having submitted your Pre-Assessment Questionnaire and received this document, your Working Agreement, your organisation has successfully commenced working towards achieving accreditation. The following timeline provides you with the key requirements and timeframes you, and we, will need to adhere to in coming months.

The timeline	Action
Within 2 weeks <i>of returning your signed Working Agreement</i>	• You will receive your Assessment Workbook and further guidance outlining what to do next • We will send you an invoice for the first payment of your agreed fee • You will pay our invoice within 30 days (Pay Point 1)
Within 3 months <i>(no longer than 6 months) of receiving the Assessment Workbook</i>	• You will have completed any preparatory and development work needed, filled in the Assessment Workbook and returned this to us • You will have sent us all policies, documents and case files requested • We will confirm receipt of documents, let you know if anything is unclear or missing and share all files with the nominated Assessor
Within 4 weeks <i>of our Assessor receiving your Assessment Workbook</i>	• We will advise you of the outcome of the Assessor's review at Desktop Assessment stage • We will prepare a short report that outlines any developments/actions required prior to site assessment  We will invite you to proceed to Site Assessment stage, if and when you successfully complete Desktop Assessment stage
Within 2 weeks <i>of receiving an outcome at Desktop Assessment stage</i>	• You will notify us of your intentions should your organisation not be successful at this stage • We will send you an invoice for the secondment payment of your agreed fee • You will pay our invoice within 30 days (Pay Point 2)

The timeline	Action
	• We will display your organisation's details on the register of QPM Award holders and ask that you verify the details are correct • You will let us know how you intend to proceed, should your organisation be unsuccessful at Site Assessment stage

This timeline of activity is important, as it helps to ensure that both parties are aware of the commitment they undertake in working to achieve the QPM and the relative time periods available for completion and submission at each key stage. By signing and returning the Working Agreement, your organisation commits to undertake work and actions within the allotted time, and that you will take responsibility for discussing any possible issues or delays with the QPM Award Manager at the earliest opportunity.



Requirements at Desktop Assessment and Site Visit stages

We will provide further, detailed information as your organisation completes each stage. This overview provides a summary of the information, documents required, timeframes and possible outcomes at each of the key stages of the assessment process.

Desktop Assessment

Working with your team, you must complete the Assessment Workbook within 3 months of receipt of the template and provide information and evidence on how your organisation meets the standards and indicators required. If return of the completed workbook is delayed, you must let the QPM Team know when you plan to return the Workbook, and this date must be no later than **6 months from receipt** (you should refer to the **Extensions** and **Refund** sections of this agreement).

When you are ready to return your workbook, you are asked to send us your organisation's:

- Prioritisation policy
- Non-Instructed Advocacy policy
- Equality and Diversity policy
- Engagement protocol
- Confidentiality policy
- Child and Adult Safeguarding policy/policies
- [xx] anonymised casefiles. These should be from a range of advocates and reflect a range of issues and the different types of advocacy you provide. Case files should be copies of the **full** case file, including referral forms, advocacy agreements or action plans, consent or authorisation forms and all associated correspondence. They should not be longer than a year old. Please note that this requirement increases proportionately for larger and organisations. There is detailed guidance on what is required within your QPM workbook
- If you provide IMCA, please also send us [xx] anonymised IMCA reports representing a range of decisions, from a range of advocates and that are less than 12 months old. Please note that this requirement increases proportionately for larger organisations. There is detailed guidance on what is required in your QPM workbook

As noted above, we take a proportionate view (based on the bands described below) to both the costing of your assessment and the number of case files and reports we ask you to prepare and share with us:

QPM banding	No. of employed advocates (FTE)	No. of case files to be Reviewed	No. of IMCA reports (If you deliver IMCA)
Band 1	Up to 5	5	5 (of each)
Band 2	5 – 15	5	5 (of each)
Band 3	15 - 30	10	10 (of each)
Band 4	Over 30	As assessed and agreed	As assessed and agreed

After an organisation submits their completed workbook and evidence, it will be sent to a QPM Assessor who undertakes the **Desktop Assessment**. The QPM Assessor will review the completed workbook and information provided and may contact you for further information, documentation or clarification. The evidence you provide will be assessed against the Quality Indicators and standards.

The QPM Assessor will inform the organisation of the desktop assessment outcome:

- a) Pass and move to site assessment
- b) Pass with some development actions and move to site assessment
- c) Conditional developments/actions required prior to site assessment (requiring additional costs if there is a significant amount of resubmitted evidence to review)
- d) Fail. If you assessor deems that you have not passed your desktop assessment, you will be provided with a report outlining where further evidence is required as well as the practice and policy changes that your organisation will need to undertake prior to any future re submission. When ready, the organisation can reapply by beginning the accreditation process with completion of the Pre-Assessment Questionnaire.

Organisations who fail at this stage are encouraged to reapply for QPM accreditation, once required changes to policies and practices have been made and sufficient time has elapsed to enable these to be embedded.

If the decision is that your organisation can proceed to Site Assessment, you will be invited to proceed to this stage. If you want to continue the QPM process, the remaining 50% (plus VAT) of the fee will be payable at this point.

Site Assessment

The QPM Assessor will arrange to visit your organisation and interview a range of people including Board members, staff, volunteers, external stakeholders and people who use your advocacy services.

Your assessor will need to meet with a minimum of 30% of advocates from your

organisation. For small organisations (under 15 whole time equivalent (WTE) advocates),

we may need to meet with a larger proportion of the team. For organisations with more than one day of site visits, we need to meet a minimum of 30% of advocates for each team we are visiting. Advocates should be representative of all types of advocacy delivery in your organisation. During or after the site visit your assessor may request to see additional information.

Following the site assessment, the QPM Assessor will compile a report, noting where your organisation has clear demonstrable evidence against the quality indicators. This report will be reviewed, and quality assured by the QPM Award Manager.

The QPM Assessor will inform the organisation of the site assessment outcome:

- a) Pass
- b) Conditional pass, requiring further audit of changes (requiring additional costs as above)
- c) Fail (with action plan)

Once the assessment is completed, you will be asked to give feedback of the QPM Assessor's performance, behaviour and attitude.

We value your feedback and would ask that you complete the quick online survey as soon as you can.



Further terms and conditions of this agreement

Our policies and practices have been updated to reflect what we've heard from the Advocacy sector and to establish transparent policies that help to ensure all organisations applying to achieve the QPM are treated fairly and consistently.

Extensions

Our policy has changed. It is important that all organisations applying to achieve the QPM work towards and achieve the timeframes and deadlines outlined in the assessment process.

Our team understand that circumstances can change and ask that your organisation keeps us informed of any issues arising that may result in delayed submission of documentation or information at any stage. Our team will work with you to plan and schedule our assessment around your organisations ongoing commitments.

If, for any reason, your organisation becomes inactive for a period of 6 months, NDTi reserves the right to terminate this agreement. We will write to you informing you of our intention to close your application, 1 month before doing so. We will encourage you to take action, and you should note that any monies paid to date are non-refundable. In such instances, organisations are welcome to reapply to work towards achieving accreditation but will need to commence the process from the beginning by completing the [Pre- Assessment Questionnaire](#).

Refund policy

Any fees invoiced and paid are non-refundable. The only exceptions to this policy are:

- I. Where the service scope and scale has significantly reduced
- II. Where an organisation has paid for additional expenses (band 2 and above) and wishes to be refunded any unused money invoiced for additional travel, accommodation and other expenses where these costs have not been incurred.

Additional fees

During the assessment process, should our Assessor be required to review significant additional or revised documentation at Desktop or Site Assessment stages, additional charges will be applied.

Such charges will be reasonable and reflect the additional assessor time needed to receive and review additional materials or to undertake a follow up visit or further interviews/case file review.

At any stage in the accreditation process, where it is clear that there are a significant number of unmet Quality Indicators, you will not be able to proceed with the QPM until these areas are addressed.

In such circumstances, a new Desktop Assessment or, potentially, a further Site Assessment will need to be undertaken. The organisation will be provided with clear feedback, detailing the areas to be addressed, where the narrative provided did not adequately evidence QPM indicators, and details of additional costs to be charged. The organisation agrees to consider such additional costs, which must be met in full if the organisation is to progress and remain registered.

In addition, we reserve the right to revise the cost of assessing your organisation should the scope and scale of your operations change significantly. You should keep us informed of changes to the services you provide, including the number and range of services you provide and the number of advocates you employ.

Cancellation policy

We ask that organisations provide us with at least **10 days' notice** should they be unable to proceed with a date agreed for Site Visit.

We will endeavour to re-deploy resources booked to attend your site and will work with you to rearrange the visit, but may need to invoice you for a cancellation fee (for Assessor time and non-refundable travel costs), where we are unable to do so, or where there is insufficient notice of a need to cancel.

Data protection

Please confirm the name and contact email and telephone number for the person who will act as the **main point of contact** for **xxxxx**. We ask that you advise us of any changes to how we contact you by emailing support@qualityadvocacy.org.uk at any time.

Name:	
Email:	
Contact telephone number:	

We require personal data from you in order to be able to provide goods or services to you. If you fail to provide any personal data requested we may not be able to provide our goods and/or services to you as intended. We may also not be able to contract with you, or be unable to charge you, and therefore be unable to provide our goods and services to you.

There are a number of ways you may provide us with your personal information, such as:

- Submitting your details via the 'contact us' form on our website;
- Submitting your details when you [Sign up for News](#);
- Submitting your details when you complete forms and documentation necessary to progress your application to gain the QPM Award;
- When you sign up for events, seminars or conferences we arrange or sponsor.

Legal basis for processing: where you have entered into an agreement with us, we may process your information in order to fulfil our contractual obligations or to take relevant pre-contractual steps.

We will use your data to:

- Prepare contractual agreements between us;
- Process your payments;
- Supply you with contracted services;
- Keep in touch with you and update you on progress with your registration;
- Keep our register of Awarded advocacy organisations up to date;
- Provide you with newsletters and other communications relating to our business which are of interest and relevant to you by email or post on an 'opt in' basis.

We undertake to keep all information held securely, and will work with you to ensure it is relevant and up to date. You can ask to see the information that we hold on your organisation at any time.

Organisations are required to apply by completing the Pre-Assessment Questionnaire and undertake a full assessment every 3 years. NDTi will continue to securely hold information about your organisation until such a time as:

- You tell us that you no longer wish to progress your application;
- Your organisation's application or Award expires and we have grounds to believe you no longer wish to work towards achieving accreditation;
- We become aware that your organisation is no longer trading / providing advocacy services;
- We take the decision to terminate the agreement between our organisations and remove you from our records.

We may process your data for carefully considered purposes which are in our legitimate interests and enable us to enhance the services we provide. **You have the right to object to this processing if you wish.** You can exercise this right at any time by contacting us by:

Emailing our Data Protection Manager, Sally Richens, at office@ndti.org.uk
By writing to us at NDTi, 4 Queens Street, Bath, BA1 1HE or calling 01225 255268

You also have the right to:

- Request access to and rectification or erasure of your personal data;
- Restrict processing of personal data relating to you;
- Withdraw your consent to the processing of your personal data at any time where the legal basis of our processing is your consent;
- Object to processing or require that your data is moved elsewhere, as such rights are further provided in accordance with the Data Protection Act 1998 and the GDPR (as applicable from time to time); and
- You can lodge a complaint regarding processing of your personal data by us with the Information Commissioner's Office.

You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. If you wish to exercise these rights or to opt out of receiving marketing communications you can revoke permission to mail to your email address at any time using the SafeUnsubscribe® link, found at the bottom of every mail list email we send to you via Constant Contact.

Under General Data Protection Regulation's (GDPR), we are required to ask people to 'opt in' to receive general information, including newsletters and guidance materials we develop for colleagues working in the advocacy sector. As such, we ask that you share this link to [Sign up for News](#) with colleagues and partners who may have an interest in receiving news and updates from our work across the health and social care sector.

Should your organisation achieve the QPM Award, under the terms of this agreement and the purpose of the accreditation scheme, your organisation permits NDTi to add your organisations name, logo and website URL to our public register of accredited organisations in England, Wales and Northern Ireland.

Confidentiality

Our team will only sign post people to information that is in the public domain, including our published [Register of Accredited Organisations](#).

Should a third-party approach us and request information about the QPM status of your organisation, we will inform you of the nature of the request and seek your permission in writing before disclosing any information about your organisation or the services it provides to any person not employed or acting on behalf of NDTi. This includes people who use advocacy services, other advocacy organisations and those who fund or commission your service.

We ask that organisations take particular care to protect the confidentiality of people receiving support and ensure that individuals are not identifiable in any of the material we receive. We can provide advice on redacting reports and case notes if required and recommend that all organisations be aware of and access guidance provided by the Information Commissioner's Office <https://ico.org.uk/>

Disputes and appeals

If a third-party raises an issue concerning the quality of advocacy provision with us, where possible, we will sign post them to your organisations complaints policy and procedures. We will note the nature of the concern on our records, and will raise this with you during the next accreditation cycle. For purposes of clarity, NDTi are not responsible for receiving or investigating complaints or allegations raised against organisations who currently hold the QPM Award, or have done so in the past.

Our trained Assessors will work with you and guide you through each stage of the accreditation process. We will provide feedback at each key stage, and notify you of any additional actions or development work you need to undertake to continue to work towards achieving the QPM Award.

We will always endeavour to communicate with you clearly and hope that, through our joint efforts, you will feel that the decisions and recommendations made by the assessing team are fair.

However, should you disagree with an outcome decision at any stage of the accreditation process, or consider that we have not upheld our commitment to you as outlined in this working agreement, you may appeal to the **QPM Review Panel**. The Panel meets quarterly, and will review the nature of your concerns and, where appropriate, arrange for your complaint to be investigated by an independent person, before taking a decision to either (i) uphold the decision of the Assessor, or (ii) overturn the decision of the Assessor. All appeals must be in writing and sent to office@ndti.org.uk. Appeals need to be received by NDTi within 4 weeks of organisations receiving written notification of the outcome.



Assessment costs and our billing arrangements

xxxxx will be assigned a trained Assessor, who will undertake your **Desktop Review** and, if successful at this stage, organise and undertake a **Site Visit** to your organisation.

Our assessors are:

- Gail Petty (QPM Manager)
- Helen Jones
- Jacqui Jobson
- Jane Dalrymple
- Kathy Slinn
- Rachel Hill

Once we confirm who your Assessor will be, it is important that you let us know of any perceived or potential **conflict of interest**. If the Assessor we assign to your organisation is known to you, has been or remains associated with your organisation, or is deemed unsuitable for any other reason, we will work with you to identify and introduce you to another Assessor who will support you through the remaining stages of the QPM accreditation process.

Based on the information you provided at **Pre-Assessment** stage, the cost for assessment will be

£1,820.00 (Band 1) + £210 expenses.. This price is inclusive of reasonable expenses (including our travel) and exclusive of VAT, which will be charged at the standard rate.

£2,180.00 (Band 2) + £210 expenses. This is exclusive of VAT, which will be charged at the standard rate.

£3,476.25 (Band 3) + £420 expenses. This is exclusive of VAT, which will be charged at the standard rate.

You will be invoiced in two stages, that we refer to as **Pay Point 1** and **Pay Point 2**. On signing and returning this Working Agreement, you commit to proceeding with your QPM Assessment and continuing to Desktop Assessment stage.

Pay Point 1

On receipt of your signed Agreement, we will issue you with an invoice for **50%** of the total fee due. This, the first of two invoices, will be for the value of **£_____** plus VAT. At this time, we will also send you the Assessment Workbook to enable you to

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commence working towards achieving the QPM.

Please complete and return the **billing information** section below and we will arrange for the first instalment to be invoiced.

Pay Point 2

On receipt of notification that the Assessor has completed the Desktop Assessment, you will be notified of the outcome. If your Assessor recommends that your organisation progresses to **Site Assessment** you will be invoiced for the remaining 50% of the total fee due. Should the Assessor feel that further work is needed in order to pass your organisation, or your organisation fails at Desktop stage, we will work with you to agree next steps and discuss any additional payments you will need to make for further assessor support and assessment time.

All invoices must be paid within 30 days of receipt. Payment constitutes a fair price for the assessment and reports we prepare and should in no way be viewed as guarantee of a successful outcome.

All quoted prices are valid for a period of **60 days**. On expiry of this time, NDTi reserves the right to review and amend assessment costs quoted.

Please complete the billing information below. Once received, we will issue an invoice for 50% of the total Award fee (plus VAT).

Organisation Name: **xxxxx**

QPM Reference No: **QPMxxxxx**

QPM Total fee agreed: **£x,xxx.xx**

Please provide the name and address of the person responsible for issuing payments on behalf of your organisation:

Name:	
Full postal address:	
Email:	
Contact no:	

Billing details

Our Finance Manager will raise an invoice for part payment of agreed QPM fee. This payment will represent 50% of the total fee agreed plus VAT.

Fee now due: **£___.__ + VAT**



Signatories to this Working Agreement

By agreeing to and signing this Working Agreement, you confirm that:

- you are authorised to represent your organisation in contractual arrangements
- **xxxxx** accepts the terms and conditions as outlined within this document

Furthermore, you confirm that the Board of Trustee's and relevant Senior Managers are committed to achieving the QPM in the timeframes outlines and that the organisation has agreed to allocate the funding, staff time and other resources required to progress the registration.

Signed on behalf of **xxxxxx**:

Name

Position

Organisation

Date

Signed on behalf of **NDTi**:

Name Gail Petty

Position QPM Award Manager

Organisation NDTi

Date **xxxx**

Once signed and submitted, you will receive an email copy of the signed Working Agreement. Please retain this for your future reference.

We look forward to working with your organisation and supporting you and your team to work towards achieving the Quality Performance Mark.