

## **SAL – Skills Assessment Limited**

### **EPA maladministration and malpractice policy and procedure**

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## Scope of the Policy

This policy covers the delivery of SAL End-Point Assessments (EPA) which are subject to internal and external quality assurance. SAL EPA products include those which may be offered and / or delivered under a SAL owned brand name (Skills Assessment Limited).

The policy also forms part of a suite of SAL EPA Pro policies, all of which are designed to:

- protect apprentices who are registered with us;
- minimize the risk of an Adverse Effect occurring;
- help support us and all other partners involved in risk management and risk minimization;
- help ensure we and all partners comply with all relevant legislation and guidance;
- help improve and refine our products and services.

For our partners, this policy supports the compliance with the Contract. It does not replace any of the requirements contained within that Contract. Non-adherence to our SAL EPA Pro policies may constitute Maladministration, Malpractice and / or a breach of the Contract. Please ensure all policies are read and implemented carefully.

## Purpose of the policy

Our policy assists us and our partners, by outlining the framework for investigating and dealing with instances of maladministration or malpractice. This is important in situations which could result in a detrimental effect to the apprentice and / or could potentially compromise the integrity of our standards, systems and/or processes.

We expect our partners to identify, minimise and manage risks within their businesses. In particular and in support of both the Contract and their risk management processes. Partners must have robust written procedures in place to minimise the risk of maladministration and/or malpractice from occurring. These procedures will include details of how they will investigate and deal with any alleged, suspected or proven cases of maladministration and/or malpractice.

We aim to work with our partners to prevent incidents of maladministration and malpractice occurring. We expect our partners to do everything possible to assist us in identifying and undertaking all necessary steps to minimise any risk of reoccurrence.

## Who needs to know about the policy?

Partners must make the apprentices and staff (including, site, sub site or contractual staff) who are involved in the design, delivery, management, assessment and quality assurance of SAL EPA aware of, and familiar with, the contents of the policy.

## Obtaining copies of the policy

Partners can download copies of the policy from our platform or request copies from SAL EPA Pro, using the contact details provided in the Contact section.

## Reviewing the policy

We will review this policy regularly and where otherwise necessary and may revise it as required in response to the findings of any review.

## Section 1 Defining and outlining maladministration and malpractice

Maladministration and malpractice may disadvantage apprentices and may negatively affect the integrity of the sector. Below is a brief overview as to what may constitute maladministration or malpractice.

### 1.1 Maladministration

Maladministration is any activity or practice that results in non-compliance with the contents of the Contract, our Gateway and EPA requirements and/or other SAL or regulator conditions and procedures.

Where possible, we will work with our partners in preventing maladministration from occurring. However, we expect them to have adequate systems in place and adhere to these systems. Reoccurring instances may be considered as malpractice and we reserve the right to investigate as such.

### 1.2 Malpractice

Malpractice is any activity or practice that is unethical and/or illegal that compromises, or could compromise, the integrity, reputation and/or validity of the assessment process, certificates, results, SAL, the partner or the wider education sector. Malpractice could occur at apprentice, staff, and/or organization level.

Malpractice may be more likely than maladministration to have greater implications for apprentices, staff, and/or organization. As such, we treat all cases of potential malpractice very seriously.

### 1.3 Risks and Notifications

We are required by our regulators to consider risks caused by Adverse Effects, maladministration and malpractice.

‘Adverse Effect’ is defined in the Ofqual General Conditions of Recognition in the following terms:

- ‘An act, omission, event, incident or circumstance has an Adverse Effect if it:-

- (a) Gives rise to prejudice to apprentices or potential apprentices; or
- (b) Adversely affects –
  - I. The ability of the awarding organization to undertake the development, delivery or award of qualifications in accordance with its Conditions of Recognition,
  - II. The standards of qualifications which the awarding organization makes available or proposes to make available, or
  - III. Public confidence in qualifications.

Under the Contract, all partners are made aware of their obligations, including the specific duty not to put us in breach of our ability to fulfil our obligations with our regulators. It is therefore important that Adverse Effects (as defined above), maladministration and / or malpractice is notified to us and appropriately dealt with.

## Section 2 Identifying possible maladministration or malpractice

### 2.1 Who can identify potential maladministration or malpractice?

Anyone can come across an issue that they think could constitute potential maladministration or malpractice, including, but not restricted to: apprentices, staff, partners, organizations and external agencies such as Education and Skills Funding Agency, Ofsted and the Police. Individuals, such as anonymous informants may also highlight potential cases.

As an Awarding Organization, we are not identified in the legislation as an organization to whom protected disclosures can be made. However, our Regulators are described in the legislation as bodies to whom protected disclosures can be made. A full list of prescribed persons or bodies to whom protected disclosures can be made can be found on the government services and information website ([www.gov.uk](http://www.gov.uk)).

We may identify cases of maladministration and / or malpractice through our routine processes e.g. examinations, assessments and/or quality assurance. We may also identify instances when we apply our processes and policies, e.g. when considering an enquiry about a result or when hearing an appeal.

Unless there is a reason for us not to do so, we will notify our partners when we receive an allegation of maladministration or malpractice. If the notification implicates an individual, we may notify another suitable person at the partner organization.

### 2.2 Anonymous allegations

We may receive allegations of maladministration and / or malpractice from a person who wishes to remain anonymous and / or does not disclose any contact details to us. As long as we are provided with enough information, we may still investigate the allegation.

## Section 3 Informing us of instances of maladministration or malpractice

### 3.1 Informing

To ensure that we have all the correct details and facts, please complete our Notification of Maladministration and Malpractice Form, which can be downloaded from our platform, or requested from SAL EPA Pro Quality Assurance team. If partners have already completed their own internal investigation, have collated evidence to support or refute an allegation, please also send this to us when submitting the form.

### 3.2 What information will we need from you?

Within the Notification of Maladministration and Malpractice Form we will ask for some basic information, e.g.

- the dates of the alleged or suspected maladministration or malpractice;
- organization details;
- the people involved;
- details of the affected assessment; and
- the details of the alleged or actual maladministration or malpractice.

We will need to understand whether other apprentices, assessment locations and/or partners may have been affected by the incident, as we may be required to inform our regulators.

### 3.3 When must we be notified?

Partners must notify us immediately after they identify, or are made aware of, potential maladministration or malpractice, or as soon as possible thereafter. If they have not been able to tell us immediately, please let us know why when contacting us.

### 3.4 What will we do when we receive a report of maladministration or malpractice?

We will review the report and any evidence and determine whether any further action is needed by our partners or ourselves, such as carrying out further investigations. If a partner has submitted their own investigation report, and there is information we require that has not been captured in the report, we will contact you to request the necessary information.

We will aim to complete our review within 10 working days of receiving the formal report of maladministration or malpractice. Where this is likely to take longer than 10 working days, for example if we need to visit you, we will advise you of the likely revised timescale.

From the information and evidence available, we will reach an informed decision to either:

- take no further action; or
- instruct our partner, who may delegate this responsibility to another senior member of their staff to conduct a full or further investigation into the suspected or proven case(s) of maladministration or malpractice, and submit a written report; or
- refer the incident to relevant parties (eg Educational and Skills Funding Agency, the police); or
- investigate the incident directly.

## Section 4 Investigation of potential maladministration or malpractice

### 4.1 What is an investigation?

An investigation comprises a review of the report, together with any additional relevant data. From this, an informed decision can be made on whether any further action or investigation is needed or if a sanction is required.

### 4.2 General principles of investigations

We expect all investigations undertaken, whether by us or by partners, to be rigorous, effective, proportionate, transparent and risk-based.

Investigations should be undertaken by persons of appropriate competence who have no personal interest in the outcome of the investigation.

### 4.3 If we carry out an investigation

We may investigate any allegation of maladministration and/or malpractice. This may be in addition to a partner's investigation. In line with the Contract, partners are required to cooperate with us in our investigation.

Our investigation may include one or more of the following approaches (this list is not exhaustive):

- telephoning and/or visiting partners to establish facts;
- reviewing or collecting information to help us with our investigation;
- arranging for a SAL EPA Pro colleague to carry out a visit;
- carrying out interviews (either face to face or by telephone) with people relevant to the investigation; and
- requesting in writing any further information as necessary.

We will aim to access and retain original evidence or information. If original records cannot be retained, we will photocopy the original and record the copy as authentic.

### 4.4 If we ask partners to investigate further

We may ask partners to carry out a further internal investigation. If so, we will tell partners what we need them to do and when we need them to do it by. Partners must keep us up to date with their progress in line with our stated requirements.

Partners must appoint a suitable person to conduct the investigation, under our guidance, and should ensure that any potential or actual conflicts of interest are avoided, to prevent the investigation being compromised. In the event that a conflict of interest is identified, it should be reported to us immediately, in line with our Conflict of Interest Policy which is available on our platform.

If any concerns come to our attention which could compromise or prejudice the investigation, we will take appropriate and proportionate action to ensure the integrity of the investigation is preserved.



We may also investigate suspected or proven cases of maladministration or malpractice directly. This may be in addition to your investigation.

#### 4.5 Interviews

Please note that for interviews either conducted as part of partners' and/or our investigation(s):

- any partner or assessment location personnel or apprentice being interviewed can be accompanied by another person. The person to be interviewed must be advised of that right in sufficient time in advance of the interview to allow them to make such arrangements;
- partners must ensure that young persons and vulnerable adults are accompanied by an appropriate adult at all times during an interview; and
- we must be made aware in sufficient time if any person giving legal representation or advice to any party is to be present in an interview.

#### 4.6 Our rights

We reserve the right at any time and in particular during or following an investigation to:

- suspend delivery of EPA activity in an assessment location / partner organization;
- withhold results for assessments;
- withhold claims for apprentice certification;
- invalidate an assessment;
- take any other necessary, appropriate and proportionate action.

## Section 5 The outcome and / or findings of an investigation

### 5.1 Communicating the outcomes and/or findings from the investigation(s)

#### **5.1.1 Draft report / summary of the findings of the investigation(s)**

If we have asked our partners to carry out an investigation, they will provide us with a draft report detailing their findings and outcome, within the timescales as determined by us.

We will review the draft report for points of factual accuracy within the specified timescales. Should this review result in required substantial change, i.e. we do not agree with the stated content after carrying out reviews of forms, data etc., we will advise our partners of this in writing and retain this information on record. We will refer to this retention within any investigation we may subsequently conduct.

If we investigate, we will provide our partners with a draft report detailing the outcome and findings from our investigation. Partners have 10 working days from receipt to review and comment on the report for factual accuracy. Should the review of this information result in required substantial changes, i.e. partners do not agree with our stated content, they should advise us in writing. If we do not agree to amend the information as stated after carrying out reviews of forms, data etc, we will retain all comments on record and we will refer to this within our own investigation.

In summary, a record of factual accuracy, with any disagreements noted by either party, will be retained. This record will be referred to in any subsequent investigations and may be provided as required to relevant persons, e.g. our Regulators.

#### **5.1.2 Final report / summary of the findings of the investigation(s)**

We will produce a final summary report outlining the outcome and/or findings of the above investigation(s). We will make an informed decision in determining whether or not maladministration and/or malpractice has occurred and, if so, the appropriate action to be taken.

If an external party notified us of the allegation, we will inform them of the outcome of the investigation, but not any information which may unduly breach confidentiality.

## 5.2 Investigation decisions and outcomes

The decision and outcome following the investigation(s) may include the following and will be applied in line with our Sanctions Policy. (This is available to download from our platform):

Decision	Outcome
Maladministration or malpractice <b>not</b> demonstrated to have occurred	No further action will be taken under this policy
Maladministration or malpractice <b>likely</b> to have occurred	If we do not have sufficient evidence to prove the occurrence of maladministration and/or malpractice, but we do have enough to suggest either <b>may</b> have occurred, we may still take action and/or direct our partners to take action.
Maladministration or malpractice demonstrated, or on the balance of probabilities, is highly likely or proven to have occurred	Under these circumstances, we will take action proportionate to the seriousness, impact and/or frequency of occurrence. We may also direct our partners to take action.

## Section 6      Appealing against our decision or action

### 6.1 Appealing our decision or action

Partners may appeal against our decisions relating to any action to be taken against an apprentice or a partner organization following an investigation into maladministration and/or malpractice. This should be actioned within 10 working days of notification of our decision. Please see our SAL EPA Pro Enquiries and Appeals Policy for further details which can be downloaded from our platform.

## Section 7 Roles and responsibilities

In the event that either we or you are notified of suspected or proven cases of maladministration or malpractice, each party is responsible for ensuring that all facts are established to determine whether or not the allegation can be proven and, if necessary, carry out an investigation and take the appropriate action to minimize the risk of incidents occurring in the future. In doing so, we will work with the relevant people (including your staff and external parties such as our Regulators). We have defined the responsibilities of each party below.

### 7.1 What our partners will do:

- notify us immediately of any potential maladministration and/or malpractice unless we inform you otherwise;
- advise anyone implicated in relation to maladministration and/or malpractice that an allegation has been made against them;
- advise those persons that they have the right to reply to any allegations;
- advise those persons that they have the right to appeal against any sanctions imposed on them in relation to maladministration and/or malpractice;
- comply with all requests for information in the timescales stated by us;
- notify us if any personnel involved in the maladministration or malpractice leave your organization;
- carry out an investigation, where appropriate and/or as directed by us;
- provide us with a report of any investigation partners have undertaken (whether or not the investigation was requested by us), including information on the detail and outcome(s) of that investigation;
- fully co-operate with any investigation;
- implement required actions as a result of the investigation;
- inform partners, organizations and apprentices affected of the implications of any actions and sanctions;
- take appropriate action to prevent the incident of suspected or actual maladministration and/or malpractice reoccurring;
- retain any relevant documentation securely in line with your archiving and retention policies and procedures;
- ensure that you have policies and procedures in place to ensure maladministration or malpractice is investigated and managed appropriately. Where requested, evidence of your policies and procedures should be provided to us without delay; and
- respect the confidentiality of information you handle and comply with any associated data protection legislation.

***Failure to comply with these requirements constitutes malpractice in itself and will be dealt with accordingly.***

### 7.2 What we will do:

- oversee all investigations into suspected or proven cases of maladministration or malpractice;
- advise anyone implicated in relation to maladministration and/or malpractice that an allegation has been made against them;

- advise those persons that they have the right to reply to any allegations;
- advise those persons that they have the right to appeal against any sanctions imposed on them in relation to maladministration and/or malpractice;
- take all reasonable steps to prevent or mitigate the impact and effects of maladministration and/or malpractice;
- support partners where requested by providing guidance on how best to investigate, deal with and prevent maladministration and/or malpractice;
- provide partners with a report / summary on the outcome of the investigation;
- apply appropriate sanctions in line with our Sanctions Policy;
- work with partners, as appropriate, to ensure that maladministration and / or malpractice does not reoccur;
- inform other relevant third parties as appropriate; and
- retain records and documentation during and after the completion of investigations in line with data protection legislation.

## Complaint

Partners have the right to express their dissatisfaction regarding our actions, products or services. Our Complaints Policy outlines when we will and will not accept a complaint, and when our decisions are final. Please see the SAL Complaints Policy on our website for more information.

## Mandatory disclosure and confidentiality

### ***Mandatory disclosure***

It is imperative that the integrity of our assessments is maintained. We are aware that partner organizations often work with more than one End-Point Assessment Organization (EPAO), and that therefore more than one EPAO may be at risk when things go wrong.

Our regulators have outlined some specific conditions that we must meet to protect the integrity across the sector. This includes the requirement that where certain things are identified (such as malpractice), or certain actions taken (such as when sanctions are applied) the regulators and other relevant EPAOs who may be affected must be informed.

Depending on the seriousness of the matter, we may be required to declare to our regulators (e.g. Ofqual) that we are no longer compliant due to an act or omission by partners which has put us in breach. In this event, we may have regulatory action directed against us, such as monetary penalties. In accordance with the Contract, we reserve the right to direct such financial penalties against partners, should they be as a result of the act or omission.

### ***Confidentiality***

We may need to access confidential information. We will ensure that such information is kept secure and only used for the purposes of the investigation and in line with relevant data protection legislation. We will not normally disclose the information to third parties unless required to do so, e.g. to our regulators and / or the Police or other relevant and / or Statutory Bodies.

## Contact

If you have any queries about the contents of the policy, please contact the SAL EPA Pro Quality Assurance team:

**Email:** [info@skillsepa.co.uk](mailto:info@skillsepa.co.uk)  
[epa@skillsepa.co.uk](mailto:epa@skillsepa.co.uk)

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