

Withholding Apprentice EPA Achievements 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 an 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 our partners, and us, by outlining the framework for withholding apprentice achievement. This is important in situations that could result in a detrimental effect to the apprentice and/or could potentially compromise the integrity of our standards, systems and/or processes.

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.

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 for more information.

Section 1 - Why would apprentice achievements be withheld?

Although not an exhaustive list, occasions when apprentice achievement could be withheld include:

- there has been an incident of maladministration and/or malpractice which could compromise the validity of apprentice achievements;
- achievement details are incorrect or have been issued in error;
- technical issues are experienced by us or our partners;
- there is an investigation or appeal in progress;
- financial grounds (in exceptional circumstances);
- there is reasonable evidence that we may not be able to comply with our regulatory conditions by issuing apprentice achievements.

Section 2 – How we will inform you

In the event that we decide to withhold apprentice achievements we will notify partners in writing, detailing the reason for withholding the achievement and explaining what action we have taken/we want partners to take (which may be in conjunction with other ongoing activities, for example an investigation or appeal).

Section 3 – Partners withholding apprentice achievement

3.1 On behalf of SAL EPAPro

There may be occasions when we ask a partner to withhold achievement if an issue is identified following release of achievement. On such occasions, we will inform the partner in writing of the action we need them to take.

3.2 Due to internal issues

There may also be times when partners need to withhold apprentice achievement, such as following an incident of maladministration and/or malpractice that they have identified internally. On such occasions, the partner should immediately inform EPA Pro Quality Assurance team and request permission to withhold achievement, providing clear information as to why.

Partners are **not** permitted to withhold apprentice achievements on the basis of non-payment of fees or internal disputes. Any apprentice who has successfully met the full requirements of the apprenticeship should expect to receive their achievement in a timely manner irrespective of outstanding fees or disputes. Any instances of apprentice achievement being withheld without permission from SAL EPA Pro may be investigated under the SAL EPA maladministration and malpractice policy and/or appropriate action taken under the SAL EPA Sanctions policy.

Section 4 - What we will do when we receive a request to withhold apprentice achievements

- we will acknowledge receipt of the partner's request, normally within **5 working days**;
- we will conduct a review of the partner's request and any supporting evidence, normally within **10 working days** of receipt of the request. (We may ask for further information/evidence to support the request, which could affect this timeframe.)
- once a decision has been reached, we will inform the partner in writing. In the event that we reject a partner's request to withhold achievement, we will provide them with an explanation.

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.

Termination for convenience

Our actions under this Policy and any sanctions imposed will be proportionate. Where possible, we will always try to work with partners in resolving issues. However, nothing within this policy precludes us from invoking our right under the Contract to terminate our relationship with partners.

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 (or) epa@skillsepa.co.uk

Telephone: 020 8968 4873

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