



Policy

Withdrawal

Apprenticeship End-point Assessment – Withdrawal Policy

EPA Withdrawal Policy	
Applies to:	Centre’s, Employers, Training Providers, Apprentices, SA staff and Associated Third Parties
Effect from and replaces all previous versions prior to	16 November 2021
Owned By	Skern Assessments
Reviewed and Monitored by	Head of Skern Assessments
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This policy applies to the Apprenticeship End Point Assessments (EPA) provided by Skern Assessments – henceforth referred to as SA.

Withdrawal from working with Providers and Employers and Centres

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Scope of policy

This policy outlines the circumstances under which either SA withdraws its end-point assessment services, or an employer/provider takes action to cease using SA, as an EPAO. The policy also covers withdrawal as a centre, where an employer/provider is a centre in accordance with the definition and amplification of Ofqual Condition C2 and EPA qualification and level guidance.

At all times we will work with agencies and organisations involved to ensure apprentices are supported within our remit as an EPAO and in accordance with the relevant funding regulations.

SA carries out end-point assessment activities on behalf of employers, apprentices and providers. The service level contract recognises this arrangement. SA's contracting process makes clear the responsibilities of providers and employers in working with SA, in respect of regulatory compliance.

This policy should be read in conjunction with Terms and Conditions of Service, Sanction Policy and Maladministration and Malpractice Policy.

Who is this policy for?

- Providers and employers (in third party and centre capacity)

Reasons for SA to stop working with a provider or employer

- Terms and conditions of the service contract have been breached
- Approval agreement has been breached
- Serious case of malpractice is proven and the SA Board agree this is appropriate action to take
- There are serious concerns about the gateway process and judgement of assessment readiness
- There are long-standing financial issues which have not been resolved
- You have not registered or referred an apprentice for over 12 months and from SA perspective appear to be 'inactive'. In which case we will confirm whether you have any further need for SA services.
- The provider or employer elects to stop working with SA

Terms and condition of the service of the Service Level Contract

Please refer to the terms and conditions of the service level contract. SA will not terminate a contract with a third party or centre without prior discussion and will only do so if there is no viable resolution. Such a decision to terminate the contract will only be taken where there has been a:

- complete lack of co-operation with SA;
- you have not responded to any communications from us;
- you have refused access to premises or evidence records that prohibit an apprentice receiving a fair and reliable assessment;
- you have misrepresented our relationship in the apprenticeship programme in a way which could mislead or cause serious disadvantage to the apprentice;
- threat of or actual verbal or physical abuse towards SA personnel. Or we have detected that working with you presents an unacceptable risk to the health and safety of SA personnel or any other party including the apprentice. For example due to the condition of premises;
- actions and behaviours could lead to an adverse effect, or have led to an adverse effect.

We may also review working with an employer or provider if there is a pattern of repeated breaches of terms and conditions of a less serious nature.

In all cases, we will write to you about the nature of the breaches, and will give you an opportunity to respond before taking any final action.

A decision to terminate a contract is taken by the SA Board, which includes the Head of SA and our legal representatives. In all cases we will consider the impact on the apprentices and we will work with all of the appropriate agencies to ensure the apprentices have the opportunity to complete their programme of learning and progress to gateway and assessment where assessment readiness is confirmed.

Where apprentices (learners) assessments could be effected, we will work with all concerned parties to facilitate suitable arrangements for the apprentice. This may include requesting access to portfolio and/or project evidence or logs so the apprentice has the opportunity to enter end-point assessment, regardless of the employer and or provider status.

If the decision is to terminate a contract with a Provider, SA will not impede any provisions made for suitable alternative arrangements to allow the employer and apprentice(s) to continue with the apprenticeship programmes.

Where SA has serious concerns with an employer, it will be necessary to discuss legitimate concerns with the main provider to safeguard affected apprentices.

Terms and conditions of the centre approval agreement

Please refer to the invigilation agreement, as well as the approval agreement where as an employer or provider you undertake invigilation on behalf of SA, and the approval agreement terms and conditions.

As above, SA will not withdraw from an agreement without prior discussion and will at all times seek to protect the apprentices (learners) access to end-point assessment. A decision to withdraw will only be made where there has been:

- complete lack of co-operation with SA;
- you have not responded to any communications from us;
- you have refused access to premises or evidence records as part of SA monitoring review activities;
- you have obstructed a malpractice and maladministration investigation;
- you have breached arrangements in respect of invigilation of examinations;
- you have breached the arrangements of the invigilation agreement;
- you have breached the arrangements as detailed in the approval centre agreement.

Where apprentices (learners) assessments could be effected we will work with all concerned parties to facilitate suitable arrangements for the apprentice, this may include requesting access to portfolio and/or project evidence or logs, so the apprentice has the opportunity to enter end-point assessment, regardless of the employer and/or provider status.

Malpractice and maladministration investigations

In the event of potential malpractice/maladministration we will follow SA policy and procedures. If a serious case of malpractice/maladministration is proven, SA Board can decide to cease working with the named partner, alternatively lesser sanctions can be invoked at individual or organisational level, with SA seeking additional reassurances from the provider or employer personnel how such an occurrence will not happen again.

SA will safeguard the apprentice (learner) where malpractice has been suspected or identified within the provider and/or employer organisation, or by SA representatives and the apprentice has had no involvement.

In all cases of malpractice, we expect a reasonable request to investigate will be acted on and for SA to be able to undertake any reasonable investigation. Where such a request is blocked, we will refer to the regulatory bodies and consider any contractual arrangement in place.

With malpractice decisions there is an opportunity to appeal the decision.

Serious concerns about the gateway process

This could be comprised of:

- Fraudulent or tampered evidence or information that has been forwarded to us as part of the gateway readiness check, and our validation checks substantiate such records have been falsified.
- The assessment planning meeting indicates that the employer did not authorise assessment readiness.

Either of these activities have the potential to lead to unfair and unreliable assessment outcomes and disadvantage the apprentice.

Situations as described above undermine the integrity of the apprenticeship programme not just for the individuals involved but for the wider community. Where there is evidence that either an employer or provider partner are not working in an open and transparent manner, or fail to address notified issues in a prompt and efficient manner, SA will consider our arrangements with such partners.

Financial issues

We will not withhold requests for certificates for apprentices who have completed their end-point assessment, for non-payment. However we will pursue payment and where appropriate advise the funding agency of non-payment.

Non-payment of invoices can suspend registrations, or delay acceptance of referrals. Wherever possible SA will protect the interests of apprentices, in end-point assessment and not withdraw our service for non-payment.

In all cases, where we suspend or withdraw from working with an employer or provider, we will continue to support affected apprentices. This is likely to include:

- Requests for a replacement certificate- if the certificate has been sent to the employer but not forwarded to the apprentice.
- For partial assessments, wherever possible retain assessment evidence, to allow for on-going assessment, subject to assessment timeframes.
- For apprentices made redundant, we will work with all parties to ensure the rules are effectively applied and wherever possible the apprentice has the opportunity of completing their assessment.

Additionally, SA may review contractual arrangements if the SA Board believes a provider or employer presents a significant reputational risk to SA and to the wider assessment community. In these circumstances we will communicate our concerns to the relevant regulators and other parties, which can include other EPAOs.

We will follow our contractual and policy obligations in regards to data retention and storage.

Inactive centres and changing EPAO

We appreciate employers and providers can select who they wish to work with as an EPAO. We ask that if you choose not to work with us, you let us know and provide feedback.

We recognise that providers and employers do not have complete control of recruitment and referrals processes and that situations such as the Pandemic can impact on employers and providers in terms of business operations, in a way none of them could foresee. In such situations we will strive to maintain contact, but if there is a lapse of 12+ months, while we will always welcome employers and providers to work with us, changes in the apprenticeship delivery model are as such, we would need to re-negotiate a contract.

Providers may decide to cease delivering certain apprenticeship programmes and as such operate a wind-down contract. SA will continue to work with the provider and associated employers and apprentices, until such time all apprentices have completed their on-programme training and entered gateway, or alternatively left the programme, providing the employer and provider wish to continue the contract. If there is a lapse of 12+ months of SA working with a Provider, we would need to re-negotiate a contract.

Employers may not have apprentice referrals on a regular basis, so a contract may come to an end as a result of no further apprenticeship referrals. If there is a lapse of 12+ months we need to re-negotiate a contract.

With regards to inactive centres, we will follow our contractual and policy obligations in regards to data retention and storage.

Changing EPAO

Providers acting on employers' behalf may also decide to cease working with SA as an EPAO, in order to engage with another EPAO. SA will refer to the terms and conditions of termination in the service level contract. SA will discuss with the provider and concerned employers, reasons for the contract cessation request and wherever possible seek a resolution. If no resolution can be agreed, SA will work with all parties, including the ESFA to facilitate the removal of apprentices and will request the return of SA resources.

Where a contract cessation is a result of dissatisfaction with SA service, SA will seek feedback and review its processes and client management systems, to seek to avoid the situation or the perception happening again.

In cases where a provider elects to cease working with SA, SA will require confirmation that they are acting on the employers behalf.

Centre withdrawal

Where an employer/provider has acted as a centre in supporting test invigilation and no longer wishes to continue to undertake such activities, but wishes to continue to work with SA as their EPAO, there will be a requirement to give notice as a centre. This should be done by emailing SA via SA epa@skernassessments.co.uk – with subject centre withdrawal and providing reasons and date from withdrawal is to commence. SA ideally requests a notice period of four weeks, to ensure alternative assessment arrangements if required can be made and apprentices are notified accordingly.

Withdrawal process- SA initiated

SA will give notice in writing from the Responsible Officer to the relevant regulators of its intention to withdraw from an apprenticeship standard, within a reasonable timeframe of making the decision, in this situation SA judges this to be ten working days and the relevant regulators will be informed of SA decision, prior to any notification being given to providers, employers or apprentices.

In all cases, SA EPA team, overseen by The EPA Manager, will work with all concerned parties to ensure that the contract cessation does not disadvantage an apprentice. SA will provide an exit strategy and plan for all concerned parties and will work with agencies where there is a transfer of apprentices to either another provider or employer and /or another EPAO.

A decision for SA to withdraw from an apprentice standard can be demand led, and SA may make the decision to withdraw, as the number of registrations for a specific standard, simply do not support the costs of development, delivery and award of that particular apprenticeship standard. SA undertakes regular reviews of apprenticeship standards, take up, forecast apprenticeship pipeline, against actual numbers and where the data indicates a significant shortfall, or the referrals are significantly less than providers and employers had initially forecast, as a business SA will review the situation and consider its position.

Please refer to SA withdrawal procedure for further information.

Withdrawal can also be accreditation led, for example if due to an assessment plan revision, or requirement from a regulator, the level of a standard changed and SA deemed it was not in a position to effectively address the changes and support our clients, SA would seek a planned withdrawal. There may also be the circumstance that external agencies, remove a particular apprenticeship standard, thereby restricting any further registrations, in which case SA would work with existing apprentices, but we would not be in a position to take-up any new apprentices.

SA may also be in a position where it loses approval to deliver specific apprenticeship standards, in which case it will work with all stakeholders to ensure an effective pathway for enrolled apprentices, to complete their assessment, this is likely to involve working with regulators, other EPAOs, as well as the apprentices, employers and Providers directly affected by SA withdrawal.

In circumstances where SA is initiating the withdrawal, SA EPA Managers will, create a report that details:

- Apprenticeship standards affected
- Date of expected withdrawal
- Apprentice numbers on programme
- Apprentice numbers in gateway
- Apprentice numbers in EPA

SA will use this information to support discussions around apprenticeship continuance and any arrangements in place with other parties for supporting those apprentices affected.

In the circumstances where the Provider on behalf of the employer is initiating the withdrawal, the same information will be collated and SA will facilitate any transfer activities.

Where apprentices have commenced their end-point assessment or have completed their assessment planning, SA will make best endeavours to complete such assessments. If this is not

possible, SA will, as requested, share any assessment records and/or assessment decisions as directed by the relevant regulators and agencies.

On completion of a withdrawal, the EPA Managers will update the candidates' online portal accordingly and discontinue or amend access rights depending on whether the withdrawal is from named standards, or a complete withdrawal.

Adverse Effects

Any action or activity that could give rise to a potential or actual adverse effect will be reported to the relevant regulators and SA will work with such agencies to ensure the best possible outcomes for apprentices and all stakeholders, in such circumstances.

Situations brought to our attention by the regulators

Where the regulator or an external quality assurance provider (EQAP) notifies us of failures that have been discovered in the assessment process of another EPAO, we will review if a similar failure could affect our own assessment processes and arrangements. Although such an action may not necessitate a cessation of working arrangements with any party, we will discuss with our employers and providers the implications of the notification and the impact on working arrangements, if any.

Responsibilities

SA is required to consider risks posed by adverse effects, maladministration and malpractice. Withdrawal of approval may occur as a consequence of these considerations. Employers and providers should refer to SA maladministration and malpractice and sanctions policies in respect of investigation activities and imposition of sanctions.

Should we fail to meet our regulatory obligations, including those relating to notification of adverse effects and in relation to maladministration and malpractice, we are required to notify the relevant regulators.

Review arrangements

This policy will be reviewed as part of SA self-evaluation activities.

In addition, this policy may be updated following consideration of stakeholders' feedback to ensure SA arrangements for the withdrawal of approval remain effective.