



# Withdrawal Policy- End-Point Assessment

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## Overview

This policy outlines the circumstances under which Professional Assessment Ltd (PAL) withdraws its end-point assessment services to any organisation we have a contract in place to deliver our EPA services. The policy also provides information regarding the action an organisation should take if it wishes to cease its contractual arrangements with PAL.

The policy also covers withdrawal as a centre or third party, where an employer/provider is a centre or third party in accordance with the definition and amplification of Ofqual Conditions C1 and C2 as appropriate and EPA qualification and level guidance.

Regardless of who instigates the withdrawal process, PAL will work with all of the stakeholders involved in such a decision to ensure apprentices have access to EPA services, within the parameters of PAL's service level contract and regulatory conditions.

## Policy Scope

PAL carries out end-point assessment activities on behalf of employers, apprentices, and centres/third parties (approved training providers/colleges). The service level contract we have in place with providers on behalf of associated employers and their apprentices recognises this arrangement.

PAL's contracting process and on-going account management support makes clear the responsibilities of providers and employers, centres and third parties in working with PAL, in respect of regulatory compliance.

This policy should be read in conjunction with PAL's sanctions policy and maladministration and malpractice policy, all available on PAL's website.

PAL has a separate policy for addressing any decision by PAL to cease offering an end-point assessment service for a named apprentice standard or standards within the marketplace which will result in PAL coming off the Ofqual register for the concerned apprenticeship standards.

### **Who is this policy for?**

This policy is for all PAL registered third parties and Centres who have a contract with PAL and are involved in apprenticeship delivery.

### **Purpose**

The purpose of this policy is to outline when PAL will take action to cease working with a Centre or third party. The policy secondly details the circumstances under which Centres and third parties can withdraw from a PAL service level contract.

This policy works in conjunction with PAL's service level contracts and agreements and all involved parties in any withdrawal process should refer to these documents in the first place.

PAL hopes the need to invoke this policy is not required and that through effective account management and good levels of service, constructive and productive working arrangements are sustained. We recognise things can go wrong and we ask our stakeholders to use our polices and procedures to let us know where we can improve, before instigating a contract or agreement termination.

Equally PAL will make all best efforts to work positively with our stakeholders and to avoid the need for us to terminate any arrangements.

### **Circumstances where PAL will consider Contract Termination**

PAL in line with the termination arrangements specified in our service level contracts and, approval agreements with organisations and service level agreements with individual contractors will consider withdrawing from these arrangements in the following circumstances:

- The terms and conditions of the service contract have been breached by the concerned organisation
- The Centre Approval agreement has been breached
- A serious case of malpractice is proven, and PAL's Board of Director believe it is reasonable to terminate any service level contracts/agreements with the concerned organisations or individual contractors. These actions will typically involve PAL notifying the regulator and other AOs who work with the offending organisation or individual
- There are serious concerns about the gateway process and judgement of assessment readiness and PAL has reasonable cause to believe that apprentices are disadvantaged in the end-point assessment process due to their lack of preparedness, as a result of flawed and inadequate on-programme training and support
- There are long-standing financial issues with the concerned party which have not been resolved or despite agreed arrangements made to include payment plans, the organisation continues to default on monies due. In these circumstances, PAL will also alert the regulator and the relevant funding agency, where monies owed are for Apprenticeship EPA activities
- Business inactivity to include either no new apprenticeship referrals or gateway referrals for EPA has exceeded a 12-months period
- The concerned organisation (employer, provider, third party or centre) decides they no longer wish to work with PAL, in this event PAL will wish to work with all relevant stakeholders to ensure an orderly withdrawal and protection of apprentices in EPA or at gateway

It is not possible to give a list of every action or incident that could lead to PAL withdrawing a service level contract, but as illustration activities associated with the gateway process that could lead in PAL withdrawing our services from a centre or third party are:

**Serious Concerns about the Gateway Process such as:**

- 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.

**Breach of Contract Terms**

PAL will not terminate a contract or agreement without prior discussion and will only do so if there is no viable resolution and all relevant policies and procedures have been exhausted

Such a decision to terminate the contract will only be taken where:

- The concerned party has failed to co-operate with PAL, in areas such as providing evidence or documents to allow PAL to deliver a reliable EPA/Qualification offer or investigate to address concerns regarding practices that disadvantage an apprentice or bring the apprenticeship brand into disrepute
- The concerned party has failed to respond to any reasonable communications from PAL, which prohibits PAL from conducting business in line with regulatory requirements and PAL's service level contracts and/or agreements
- PAL has been refused access to premises or evidence records that prohibit an apprentice receiving a fair and reliable assessment, for example this could include withholding access to e-portfolios, that underpin or support aspects of the end-point assessment for a particular apprenticeship standard
- PAL has been misrepresented or the EPA process has been misrepresented during the apprenticeship programme in a way which could mislead or cause serious disadvantage to the apprentice in achieving fair assessment results
- There has been a threat of or actual verbal or physical abuse towards PAL personnel, or PAL has detected that working with a specific organisation or individual or individuals presents an unacceptable risk to the health and safety of PAL personnel or any other party including the apprentice.
- The actions and behaviours of an organisation, individuals, or individual could lead to an adverse effect or have led to an adverse effect and the situation prevails, despite feedback and communications from PAL that a continuance of the conduct is likely to result in PAL withdrawing from its service contract with the affected party

PAL may also review working with a Centre, Third Party or individual if there is a pattern of repeated breaches of terms and conditions of a less serious nature. In all cases, PAL will write to you about the nature of the breaches and will give you an opportunity to respond before PAL takes any final action.

A decision to terminate a contract is taken by the PAL Board, which includes the Responsible Officer and Deputy Responsible Officer. The PAL Board will also, where appropriate, seek feedback from the relevant regulatory body and take legal advice from PAL's legal representatives. In all cases we will consider the impact on the apprentices, and we will work with all of the appropriate agencies and regulators to ensure the apprentices have the opportunity to complete their programme of learning and progress to gateway and assessment where assessment readiness and access to the appropriate proportion of funding and payment of our EPA services are confirmed.

Where apprentices (learners) assessments could be effected, as a result of business closures or approved providers under sanctions from the funding agency, or in isolated cases, where approved providers have their contracts revoked with the relevant government agencies and department, 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 evidence logs so the apprentice has the opportunity to enter end-point assessment, regardless of the employer and

or provider status. In these cases, PAL will address the situation on a case-by-case basis, not least because accessing funding for the remaining elements of an apprentice's programme, including EPA fees can be highly challenging and complex and PAL cannot commit to work, where there is no prospect of fair and owed monies. PAL will seek to do the right thing by any apprentices in EPA and about to enter gateway, and we will refer to the relevant funding rules and discuss such matters with the Department for Education (DfE), where there is a doubt as to whether PAL will receive monies rightly owed to it for legitimate EPA work either planned or carried out.

The contracting arrangements associated with EPA delivery of the main provider contracting on behalf of the employer will necessitate PAL's Business Operations Director (BOD) in many cases having discussions with all concerned parties before any withdrawal actions are taken. If the decision is to terminate a contract with a Provider, PAL will not impede any provisions made for suitable alternative arrangements to allow the employer and apprentice(s) to continue with the apprenticeship programmes.

Where PAL has serious concerns with an employer and reasonably believes an employer's approach to the apprenticeship programme and EPA has disadvantaged or adversely affected the apprentice's ability to demonstrate competence in their EPA, it will be necessary to discuss legitimate concerns with the main provider to safeguard affected apprentices and agree suitable next steps.

### **Terms and Conditions of the Centre Approval Agreement**

PAL rarely confers centre status on any employer or provider, in the context of end-point assessment but if and where we do, any breach of the additional approval agreement will mean PAL will consider terminating centre status. Terminating centre status would not necessarily mean PAL would discontinue its EPA activities, merely that the concerned party would no longer have centre status and would not be able to undertake for example invigilation activities

PAL will not withdraw from a centre agreement arrangement 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 is evidence of, or PAL has reasonable grounds to believe that the conditions as set out in the approval agreement have been breached and there are doubts if the arrangements were to continue unchecked the validity and reliability of assessment results could be contested, or there is a case of serious maladministration or malpractice to answer and the situation could cause an adverse effect, or has caused an adverse effect, as stipulated in the relevant Ofqual conditions.

Where apprentices (learners) assessments could be effected we will work with all concerned parties to facilitate suitable arrangements for the apprentice, or apprentices who are about to enter EPA or are in EPA.

### **Malpractice and Maladministration Investigations**

In the event of potential malpractice/maladministration we will follow PAL's maladministration and malpractice policy and procedures. If a serious case of malpractice/maladministration is proven, PAL's Board can decide to cease working with the named stakeholder. Alternatively lesser sanctions can be invoked at individual or organisational level, with PAL seeking additional reassurances from the affected party as to how such an occurrence will not happen again. Further information regarding sanctions is available in PAL's sanctions policy.

In all cases of malpractice, we expect a reasonable request to investigate will be acted on and for PAL to be able to undertake any reasonable investigation. Where such a request is blocked, we will refer to the regulatory body and relevant agencies and review contractual arrangements and relationship with the respective parties.

### **Financial Issues**

We will not withhold requests for certificates for apprentices who have completed their end-point assessment, for non-payment, however we will refuse or not act on any further gateway referrals until repayment terms are agreed to PAL's satisfaction, who in this situation is the party who has not received rightful monies. Arrangements and reassurances can result in PAL changing payment points for example insisting on registration fees.

In all cases of non-payment, we will pursue payment and advise the relevant bodies of non-payment.

In all cases, where we suspend or withdraw our EPA services, we will continue to support affected apprentices, to the best of our ability. 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, use the pause flexibility introduced during the pandemic and maintained by IfATE to allow for EPA completion
- 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

## **Business Inactivity and Decisions to Work with other EPAOs**

We appreciate employers and providers can select who they wish to work with as an EPAO/AO. Where a PAL client elects to cease arrangements with PAL and work with another EPAO, we ask that PAL is provided with feedback as to why such a decision has been made. We request feedback to determine what we could have improved upon and how to avoid reoccurrences of stakeholder, de-selecting PAL, over other EPAOs.

### **Business Inactivity**

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 period of inactivity of 12+ months, and if there have been changes to the apprenticeship standard(s) or plans which necessitate a change in the assessment delivery model or pricing, associated with the lapsed party PAL will seek to re-negotiate a new service level contract.

Providers may decide to cease delivering certain apprenticeship programmes and as such operate a wind-down contract. PAL 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.

Some apprenticeship programmes historically have low levels of recruitment and where such standards are niche and highly specialised PAL understands that apprenticeship starts and numbers entering EPA can be low and infrequent, in such cases PAL will negotiate a different payment structure and monitor the viability of our provision on a regular basis.

Any renegotiations of service level contracts will be undertaken by the EPA team under the direction of the Business Operations Director.

### **Changing EPAO**

Centres and or Third Parties (Providers and/or Colleges) can cease working with PAL as an EPAO, in order to engage with another EPAO. PAL will refer to the terms and conditions of termination in the service level contract. PAL will discuss with the organisation reasons for the contract cessation. PAL will also request and wherever possible seek a resolution. If no resolution can be agreed, PAL will work with all parties, including DfE to facilitate the transfer of apprentices and PAL will request the return of PAL resources.

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

If at any time any relevant party wish to reinstate their working relationship with PAL, a new service level contract negotiation and contract is required.

### **Centre/ Third Party (Provider/Employer 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 PAL as their EPAO, there will be a requirement to give notice as a centre. This should be done by emailing PAL via [epassupportservices@professionalassessment.co.uk](mailto:epassupportservices@professionalassessment.co.uk) with the subject header citing centre withdrawal and providing reasons and date from withdrawal is to commence.

PAL ideally requests a notice period of four weeks, to ensure alternative assessment arrangements if required can be made and apprentices are notified accordingly.

### **Apprenticeship Standard Withdrawal Process- PAL initiated**

PAL has a dedicated policy and procedure for PAL withdrawing its offer and support for specific apprenticeship standards and further information regarding the context and reasons for such decisions are located in that policy.

The following is brief summary of when PAL would consider stepping back from working with a named apprenticeship standard or standards.

A decision for PAL to withdraw from an apprentice standard can be demand led, and PAL 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.

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 PAL deemed it was not in a position to effectively address the changes and support our clients, PAL 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 PAL would work with existing apprentices, but we would not be in a position to take- up any new apprentices.

PAL 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 PAL's withdrawal.

Where apprentices have commenced their end-point assessment, PAL will make best endeavours to complete such assessments. If this is not possible, PAL will, as requested, share any assessment records and/or assessment decisions as directed by the relevant regulators and agencies.

### **Adverse Effect**

The term adverse effect is a term used by the qualifications regulator as is defined as:

An act, omission, event, incident, or circumstance has an Adverse Effect if it –

1. (a) gives rise to prejudice to Learners or potential Learners, or
2. (b) adversely affects –
  1. (i) the ability of the awarding organisation to undertake the development, delivery or award of qualifications in a way that complies with its Conditions of Recognition,
  2. (ii) the standards of qualifications which the awarding organisation makes available or proposes to make available, or
  3. (iii) public confidence in qualifications.

Any action or activity that could give rise to a potential or actual adverse effect will be reported to the regulator(s) and PAL 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 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 stakeholders the implications of the notification and the impact on working arrangements, if any.

## Monitoring and Review

This policy will be reviewed as a minimum on an annual basis.

## Regulatory references

PAL is required to establish and maintain compliance with regulatory conditions and criteria. This policy relates to Ofqual General Conditions of Recognition, Arrangements with Third Parties C1; Arrangements with centres C2; Management of the withdrawal of qualifications D6; EPA Conditions: EPA3 Notification to Ofqual of certain events in relation to EPAs; EPA4 EPA levels

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This Policy has been agreed by Linda Martin, Managing Director