



End Point Assessment Service

Sanctions Policy & Procedures

Version 3

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1. OVERVIEW OF THE POLICY

Scope of the policy

This policy covers the delivery of End Point Assessment (EPA) by PIABC Limited, which are subject to internal and external quality assurance.

The policy also forms part of a suite of PIABC Limited's End Point Assessment Service policies, all of which are designed to:

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

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

Purpose of the policy

The *End Point Assessment Service - Sanctions Policy* sets out and explains a range of potential punitive actions that PIABC Limited may take in relation to our customers that are suspected, or have been proven, to have not adhered to our contracts; regulations, policies and/or procedures; in particular those outlined within our contract. PIABC Limited will refer to these types of actions as sanctions.

Sanctions are applied proportionately against the incident/event that has occurred and/or the frequency of reoccurrence. Sanctions are applied to assist PIABC Limited in minimising the risks of Adverse Effects and of maladministration and malpractice. PIABC Limited's policy aims to ensure that PIABC Limited follow a robust and objective process for determining whether and when a sanction should be applied and outlines the steps that will be taken.

Reviewing the policy

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

Complaint

Customers have the right to express their dissatisfaction regarding our actions, products, or services. The *End Point Assessment Service - Complaints Handling Policy* outlines when PIABC Limited will and will not accept a complaint, and when our decisions are final. Please see *End Point Assessment Service - Complaints Handling Policy* for more information.

2. SANCTIONS

What are sanctions and why would we apply them?

Sanctions are punitive actions which may be applied if our customers fail to comply with our agreements; policies, procedures or instructions and/or something they are doing which may pose a risk to and/or threaten the integrity of the EPA and internal quality assurance. Sanctions may be applied against all customers involved in the EPA process.

The purpose of applying sanctions, and where required informing other relevant bodies of those sanctions, is to:

- minimise the risk to the integrity of all aspects of our regulated functions, specifically in relation to the awarding of grading and certification
- ensure the integrity and veracity of assessment decisions we make
- allow us, and potentially other organisations where relevant, time to investigate potential maladministration and/or malpractice whilst maintaining the integrity of the standards/products involved
- protect our business.

Each standard has an External Quality Assurance (EQA) body assigned and PIABC Limited must adhere to any regulations they may have in place.

'Adverse Effect' is defined in the Ofqual's 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 organisation to undertake the development, delivery, or award of qualifications in accordance with its Conditions of Recognition.
 - (ii) The standards of qualifications which the awarding organisation makes available or proposes to make available; or
 - (iii) Public confidence in qualifications.

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

How PIABC Limited will decide if we need to apply a sanction

Sanctions are most frequently imposed following, or during, an investigation into malpractice or maladministration. In addition, they may be imposed where PIABC Limited have required our customers to do something and they have not.

Sanctions are applied proportionately (i.e. they will reflect the seriousness of the action/inaction and/or mitigating factors and/or the frequency of recurrence). When deciding the appropriate sanction(s), PIABC Limited will consider factors such as the actual or potential risk to the integrity of the EPA and/or the scale of the action or inaction.

In applying sanctions, PIABC Limited will always act to protect the integrity of our assessment and internal quality assurance processes.

How we will notify you of a sanction

If PIABC Limited apply a sanction, or if PIABC Limited advises a sanction will be imposed if our customers do not do something PIABC Limited have ask them to within the timescale stated. PIABC Limited will explain the type of sanction that is being applied, or will be applied, and the

reasons why. PIABC Limited will confirm any sanction in writing (by email or letter).

Action customers need to take

Customers need to comply with the terms of any sanctions PIABC Limited impose, within the time limits stated.

If PIABC Limited need customers to take any specific action, then PIABC Limited will outline in the written correspondence what they need to do and by when.

PIABC Limited need our customers to comply with the sanction. If they do not, PIABC Limited may impose further sanctions against them, which may, as a result, be more punitive in nature than the initial sanction.

Ultimately, PIABC Limited retains the right under our Contract to terminate it with our customers.

Sanctions affecting Apprentices

When imposing sanctions PIABC Limited understands that apprentices may be affected. PIABC Limited recognise our regulatory duties towards registered apprentices and we will take steps, where appropriate, to ensure that they are appropriately supported.

As outlined, sanctions may also be placed directly against apprentices where appropriate.

How long do sanctions remain in place?

Sanctions will normally be applied temporarily, whilst PIABC Limited are waiting for our customers to do something, and/or whilst an investigation is ongoing. PIABC Limited reserves the right to apply permanent sanctions where proportionate and necessary.

Sanctions issued will remain in place until such time as PIABC Limited have advised our customers in writing that:

- the issue has been resolved to our satisfaction
- further information has come to our attention that may require an adjustment to the sanction that has been applied
- the investigation into the issue has been concluded and there is no longer a need to have a sanction in place customers appeal into a sanction regarding maladministration or malpractice has been successfully upheld and as a result, it has been determined that the sanction should be removed

Where our customers have lodged an appeal against the imposed sanction that sanction would usually remain in force for the duration of the appeals process, unless PIABC Limited advise you otherwise in writing.

Reviewing a sanction

In line with any information arising from an investigation, PIABC Limited may amend or remove any sanctions we have imposed. Amendments to, or removal of, sanctions will be considered on a case by case basis and are not guaranteed. Amendments to, or removal of, sanctions may also arise because of an appeal.

In amending a sanction, PIABC Limited may reduce the severity of the sanction we have applied. Conversely, PIABC Limited may identify further information which may lead us to apply a higher sanction than our customers were originally notified of. If this is the case, we will follow the process outlined in Section 2 of this document.

3. APPEALS

3.1 Appealing a sanction

Customers may appeal against our decisions relating to any sanction against a customer following an investigation into malpractice and/or maladministration. Customers cannot appeal a sanction imposed for any other reason (such as a financial sanction), but customers may be able to make a complaint against such decisions. Please see our PIABC Limited's *End Point Assessment Service - Complaints Handling Policy* for further details.

To appeal against a sanction for maladministration or malpractice, customers should submit a Complaint, Enquiries and Appeal Report as to why you believe that an appeal should be considered, together with any supporting evidence. Please note that appeal applications without supporting evidence may not be accepted. The report should include the following:

- your customer name, address, and number
- the name of your apprentice(s) and maladministration EPA registration number(s), where appropriate
- the date of the EPA, where appropriate
- the date the customer or the apprentice received notification of the sanction, decision, or action
- the nature of the sanction, decision, or action the customer is appealing against
- the nature of the service affected and/or the title and number of the EPA affected
- the full nature of the appeal
- the contents and outcome of any investigation carried out by the customer or the apprentice(s) relating to the issue
- the date of the report
- customers name, position, and signature.

Please email or post your completed report and any supporting evidence to the EPA team as soon as possible. The latest time will accept an appeal is **10 working days** from the date PIABC Limited informed our customers about our original decision.

If at any point our customers or apprentice wish to be legally represented in relation to any aspect of an appeal, this **must** be discussed with PIABC Limited. PIABC Limited reserve the right to also be legally represented.

How an appeal is dealt with

If PIABC Limited agree that the appeal is properly constituted, we will arrange for a Panel, consisting of (as a minimum) an Director of Operations & Professional Development at PIABC Limited and an independent person to review the case and to make a decision based on the evidence presented, including any evidence our customers submit in support of their appeal. The Panel will consider how appropriate the original sanction was considering the evidence presented, any readily available regulators' advice on similar matters and any readily available awarding precedents.

Timescales following the acceptance of an appeal

PIABC Limited aim to action and resolve an appeal within **10 working days**. Please note that in some cases, particularly where the case may be complex and/or an independent person is not available within this timescale, the appeal may take longer than **10 working days**. In such instances, PIABC Limited will advise you of the reasons why and the revised timescale.

The Panel may decide that:

- the appeal is unfounded; or
- the sanction imposed is unreasonable and/or disproportionate, in which case the level of sanction must be reviewed; and/or
- PIABC Limited did not apply our procedures consistently, properly, or fairly, in which case the relevant procedure(s) must be appropriately applied.

PIABC Limited will let our customers know in writing of the outcome from the appeal within **1 working day** of the decision being made.

The Panel's decision is final and will complete PIABC Limited appeals procedures. No further appeal will be accepted. Should our customer disagree with the decision, and satisfy our complaints criteria, they may have the right to lodge a Formal Complaint.

Where the appeal relates to our actions or decisions regarding EPA regulated by the appropriate EPA regulatory bodies and our customers remain dissatisfied, they may contact these regulatory bodies directly. They would usually require evidence that our customers have fully exhausted our appeals procedure. Please contact the EPA team for details of the appropriate EPA regulatory body for the standard being referring to.

4. ROLES AND RESPONSIBILITIES

What customers will do:

- customers must comply with any sanction imposed. Failure to do so may result in PIABC Limited temporarily or permanently terminating our agreement and/or withdrawing the apprentices registered with PIABC Limited
- unless stated otherwise by PIABC Limited, inform all appropriate customers of any sanctions imposed; the implications of such sanctions and what all customers must do to comply with the sanction
- comply with any other requirement outlined within this policy and/or as determined in writing by PIABC Limited

What we will do:

- apply proportionate sanctions that have the minimum possible impact on apprentices
- notify our customers when a sanction is to be imposed; the terms of the sanction and what they need to do to comply
- where requested, provide our customers with guidance
- work with and support our customers, as appropriate, to ensure that the sanctions may be appropriately lifted
- inform other relevant third parties as appropriate
- respect the confidentiality of information PIABC Limited handle and comply with any associated legislative requirements for data handling
- retain records and documentation during and after the completion of the investigation.

5. MANDATORY DISCLOSURE AND CONFIDENTIALITY

Mandatory disclosures

It is imperative that the integrity of our assessments is maintained. PIABC Limited are aware that customer organisations often work with more than one EPAO in, and that therefore more than one EPAO may be at risk when things go wrong.

PIABC Limited regulators have outlined some specific conditions that PIABC Limited 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, PIABC Limited may be required to declare to our regulators (e.g. Institute for Apprenticeship and Technical Education (IfATE)) that PIABC Limited are no longer compliant due to an act or omission by customers which has put PIABC Limited in breach. In this event, PIABC Limited may have regulatory action directed against PIABC Limited, such as Monetary Penalties. In accordance with the Contract relating to EPA, PIABC Limited reserves the right to direct such financial penalties against customers, should they be because of the act or omission.

Confidentiality

PIABC Limited may need to access confidential information. PIABC Limited 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. PIABC Limited 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).

6. TERMINATION FOR CONVENIENCE

PIABC Limited actions under this End Point Assessment Service policy will be proportionate. Where possible, PIABC Limited will always try to work with our customers in resolving issues. However, nothing within this policy precludes us from invoking our right under our agreement to terminate our relationship with our customers.

7. CONTACTS

If you have any queries about the contents of the policy, please contact the EPA team at:

Email: piabc@iom3.org

Telephone: +44 (0)1476 513884

Post:
PIABC Limited
The Boilerhouse
Caunt Road
Grantham
NG31 7FZ

Website: www.piabc.org.uk

APPENDIX A

GLOSSARY OF TERMS

Abbreviation or Term	Meaning
Contract	The contract will be a service level agreement (SLA) with our customers.
Customer	This can be apprentices, employees, employers, external quality assessors, training providers and workers.
EPA	End Point Assessment: An EPA is a collection of assessments that offers confirmation of knowledge, skills, and behaviours (known as KSBs) for a role. It takes place once the apprenticeship training has been completed, and the apprentice is deemed ready to enter the Gateway for EPA. The EPA must be achieved before an apprenticeship certificate can be issued. The structure of an EPA is designed to ensure that those deciding on the competency of an apprentice are totally unbiased. This means that an assessment must either be conducted by an independent third party, or in a way that ensures no party involved in the management or training of the apprentice can make the sole decision on competence and passing the EPA – via a panel of experts, for example.
EPAO	End Point Assessment Organisation: an organisation providing EPA.