

PQS Compliance Audit

Audit Report (Certificate 3 Guarantee | Higher Level Skills)

SUPPLIER			
Registration Code:	RTO 3045		
RTO Legal and Trading Name	William Angliss Institute of TAFE		
Address	555 La Trobe Street, Melbourne, Victoria		
PARTICIPANTS			
Lead Auditor	Mr Rod Harris	Auditor(s)	Ms Christiane Robinson
Auditor Phone	3328 6555		Mr Grant Edmonds
Supplier	Karon Heppner, National Training Manager Danielle Gatt, State Manager and Administration Co-ordinator		
AUDIT DETAILS			
Date(s)	13 and 14 July 2015		
Location	120 Birkdale Road, Birkdale, Queensland		
PQS Agreement	QS100613		
Type	Monitoring <input type="checkbox"/>	Re-audit	<input checked="" type="checkbox"/>
Outcome	Compliant <input type="checkbox"/>	Not Compliant	<input checked="" type="checkbox"/>
Funding Program(s)	Certificate 3 Guarantee <input checked="" type="checkbox"/>	Higher Level Skills	<input type="checkbox"/>
Policy(-ies)	2013-14 <input type="checkbox"/> 2014-15 <input checked="" type="checkbox"/>	2014-15	<input type="checkbox"/>
Notes	This was a re-audit following the examination conducted in May 2014. A re-audit of the suppliers User Choice agreement (PS100081) was conducted at the same time and place as this audit by Ms Suzanne Sheppard.		

Scope	Number of Students Sampled
SIT30712 Certificate III in Hospitality	10
SIT30713 Certificate III in Hospitality	12

ASSESSMENT Compliant Not Compliant Not Examined

N/C N/A

For each competency for each student the supplier has:

- retained the completed paper-based assessment items for the unit of competency (PQS Agreement, Clause 9)
- implemented and retained the full range of assessment evidence (PQS Agreement, Clause 9)

The supplier has retained evidence:

- competency had been achieved (AVETMISS Outcome identifier 20). (PQS Agreement, Clause 9) (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 6, Table 4)
- to support that students have attempted all assessments and failed in at least one method (AVETMISS Outcome identifier 30). (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 6, Table 4)
- to support recognition of prior learning (AVETMISS Outcome identifier 51). (PQS Agreement, Clause 9) (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 6, Table 4)
- to support gap training for non-equivalent units within a transition from a superseded qualification where a unit of competency had been successfully completed under the old qualification, but the superseded competency does not map directly into the new competency, therefore requiring additional training delivery (department Outcome identifier 65). (PQS Agreement, Clause 9) (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 6 - Table 4)

Non-compliances

The supplier had not gathered and retained sufficient evidence competency had been achieved, as expressed by the relevant endorsed competency standards of a training package, to support the outcome of the assessment for unit *SITHFAB303 Prepare and serve cocktails*. The descriptor for the unit of competency requires students to be assessed for their ability to:

- prepare and present a diverse range of cocktails, using organisational and traditional recipes, to meet diverse customer requests including these types: blended, built, floated, muddled, shaken, stirred, and
- present multiple cocktails, accompaniments and garnishes attractively and decoratively that are consistent in quality, volume and appearance.

All the assessment documents sighted for students sampled showed evidence of the assessment of only one cocktail.

This applied to the following students:

SIT30712 Certificate III in Hospitality

- [REDACTED]

SIT30713 Certificate III in Hospitality

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

The same non-compliance for the same unit of competency was reported in the audit conducted in June 2014 and the supplier was advised of the rectification required as follows:

The Supplier must implement a process to ensure the full range of assessment evidence, which addresses both the theory and skills requirements for the unit of competency is being retained. The Supplier must also ensure assessment evidence retained accurately records what it observed (i.e. demonstrable tasks) against which it makes a judgement of competence.

In addition to the above unit of competency, the supplier also failed to retain sufficient evidence of assessment for a

number of units as detailed below. Assessment items for these included statements written on certain questions that verbal questioning had occurred but did not record the verbal answer.

SIT30712 Certificate III in Hospitality

- [REDACTED] – two units

SIT30713 Certificate III in Hospitality

- [REDACTED] – four units, for one of which the assessment had not been fully completed by the student as the assessor had completed some sections
- [REDACTED] – four units
- [REDACTED] – seven units
- [REDACTED] – six units.

The supplier is advised the non-compliance relating to the insufficient retention of assessment evidence as outlined above, and detailed within Attachment 2, constitute “Overpayments” as defined in Clause 8.1 of the Pre-qualified Supplier Agreement and the department will seek recovery of funds paid.

Rectification Required

The supplier is reminded it must review its systems and processes and implement procedures to ensure all evidence validating assessment decisions is retained in all instances. The supplier is also required to review its training and assessment processes and implement procedures that ensure a full and complete range of assessment is undertaken in all instances in accordance with its Training and Assessment Strategy and the relevant training package requirements.

Failure to retain assessment evidence to validate competency and/or the reported AVETMISS outcome detailed above will be referred to ASQA for its information and action.

The supplier is required to cooperate with the department in the recovery of funds for the above unsubstantiated claims for payment.

The supplier will not be required to submit evidence to the department to demonstrate non-compliances have been sufficiently addressed. However, rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

TRAINING Compliant Not Compliant Not Examined

N/C N/A

The supplier retained information and material necessary to provide a complete record of training and assessment, including:

- records of each student’s participation in training for each unit of competency, including records of the commencement of educational content, attendance and progression. *(PQS Agreement, Clause 9)*

AVETMISS Reporting Requirements

The supplier has retained evidence:

- to support the student’s participation in the learning activity prior to withdrawing (AVETMISS Outcome identifier 40). *(PQS Agreement, Clause 9) (C3G Policy 13-14, Clause 3.4.5 – Table 3) (PQS Policy 14-15, Appendix 6- Table 4)*

This must include:

- date of training,
- location of training,
- hours of training for that date (e.g. 2pm-5pm),
- unit/s of competency – trainer’s name and signature, and
- student’s name and signature.

Support the learning needs of students

The supplier has retained evidence it has, or can otherwise demonstrate:

- it implemented effective inclusive learning practice strategies for students consistent with the Queensland VET Inclusive Learning Framework. *(C3G Policy 13-14, Clause 3.2.3)*

- that inclusive practice is a core business element and it has implemented inclusive learning practices to support student participation and learning outcomes. *(PQS Policy 14-15, Performance Standard 4A)*

Achieve a minimum outcome for students

The supplier can demonstrate it:

- maintains strong industry and employer networks to deliver training that directly links to local job vacancies and employment outcomes. *(PQS Policy 14-15, Performance Standard 5A)*

Vocational Placement

The supplier has, where vocational or work placement is a mandatory requirement for training in a qualification retained evidence:

- of vocational placement.
 of the quantum of vocational placement.

ADMINISTRATIVE

Compliant Not Compliant Not Examined

N/C N/A

Records

The supplier retained information and material necessary to provide a complete record of training and assessment, including:

- a copy of the qualification(s) and statement(s) of attainment issued to each student. *(PQS Agreement, Clause 9)*

The supplier provided:

- a completed and accurate assessor's marking guide, criteria and observation checklists for each unit of competency. *(PQS Agreement, Clause 9)*
 evidence to support credit transfers (AVETMISS Outcome identifier 60). *(C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 4 Credit Transfer, Appendix 6 - Table 4)*

Publicity

In making any public statement(s) in relation to the training and assessment funded under this Agreement, the supplier has:

- referenced the department as the funding source within any public statement. *(PQS Agreement, Clause 11)*
 not made any misleading public statement(s) including statements to students, employers or other organisations relating to the Agreement or the department. *(PQS Agreement, Clause 11)*
 correctly referenced the funding Program e.g. "Certificate 3 Guarantee Program" or such other name as specified by the department. *(PQS Agreement, Clause 11)*
 not used the logo of the State of Queensland or the department. *(PQS Agreement, Clause 11)*

Insurance

The supplier provided evidence that for the term of its Agreement with the department it maintained:

- public liability insurance for a minimum of \$10 million arising out of any one event in respect of death, injury, loss, or damage howsoever sustained to or by any person or property. *(PQS Agreement, Clause 13)*
 professional indemnity insurance. *(PQS Agreement, Clause 13)*
 workers compensation insurance. *(PQS Agreement, Clause 13)*

PQS Obligations

The supplier has:

- provided staff continuous professional learning on Inclusive Practice. *(C3G Policy 13-14, Clause 3.2.3)*

- demonstrated its implementation of Inclusive Practices as a core business element to support student participation and learning outcomes. (PQS Policy 14-15, Performance Standard 4A)
- retained evidence it has referred each funded student to any applicable fact sheet for the relevant Program published on the department's training website (PQS Policy 14-15, Performance Standard 1F)

The supplier has retained evidence it provided information up front regarding:

- a breakdown of all costs including how and when fees will be charged and collected at the unit of competency level (C3G Policy 13-14, Clause 3.2.3) (PQS Policy 14-15, Performance Standard 1)
- training timelines, delivery mode and delivery location (C3G Policy 13-14, Clause 3.2.3) (C3G Program Policy 14-15) (HLS Program Policy 14-15)
- vocational/work placement when this is a mandatory component of the qualification (C3G Policy 13-14, Clause 3.2.3) (C3G Program Policy 14-15) (HLS Program Policy 14-15)
- support services available to assist students to complete training (C3G Policy 13-14, Clause 3.2.3) (PQS Policy 14-15, Performance Standard 1)
- a requirement to complete a student employment survey within three months of completing or discontinuing the qualification or skill set (C3G Policy 13-14, Clause 3.2.3) (C3G Program Policy 14-15) (HLS Program Policy 14-15)

The supplier has:

- retained evidence it informed prospective students they will no longer be eligible for a government subsidised training place under the Certificate 3 Guarantee once they complete a certificate level III qualification (C3G Policy 13-14, Clause 3.2.3) (PQS Policy 14-15, Performance Standard 5) **C3G ONLY**
- retained evidence it informed prospective students they would no longer be eligible for a government subsidised training place under the Higher Level Skills program once they complete a certificate level IV or higher qualification (PQS Policy 14-15, Performance Standard 5) **HLS ONLY**

Training & Employment Survey

The supplier has:

- implemented the mandated *Training and Employment Survey*. (C3G Policy 13-14, Clause 3.2.3) (PQS Policy 14-15, Performance Standard 5)
- administered the Training and Employment Survey to each student within three (3) months of finishing or discontinuing their training. (C3G Policy 13-14, Clause 3.2.3) (PQS Policy 14-15, Performance Standard 5)
- obtained or taken reasonable steps to obtain, from each student, a completed *Training and Employment Survey*. (C3G Policy 13-14, Clause 3.2.3) (PQS Policy 14-15, Performance Standard 5)
- reported to the department the Supplier's Training and Employment Survey responses by students who have finished training and has submitted these by 31 March each year. (C3G Policy 13-14, Clause 3.2.3) (PQS Policy 14-15, Performance Standard 5)
- informed students they are required to complete an employment survey within three months of completing or discontinuing subsidised training (C3G Policy 13-14, Clause 3.2.3) (PQS Policy 14-15, Performance Standard 5)
- demonstrated it manages an effective student survey process to achieve an adequate response rate (PQS Policy 14-15, Performance Standard 5)

Refunds

The supplier has:

- a refund policy. (C3G Policy 13-14, Clause 3.5) (PQS Policy 14-15, Performance Standard 1C)
- provided each prospective student a copy of, or provided access to, its refund policy (C3G Policy 13-14, Clause 3.5.6) (PQS Policy 14-15, Performance Standard 1C)
- issued refunds as per its refund policy and retained supporting evidence.

ASQA audit results

The supplier has:

- published a summary of its latest ASQA VET Quality Framework or AQTF audit results on its website (PQS Policy 13-14, PQS Responsibilities – Audit Information) (PQS Policy 14-15, Performance Standard 1D)

- included in its audit summary:
 - audit date (PQS Policy 13-14, PQS Responsibilities – Audit Information) (PQS Policy 14-15, Performance Standard 1D)
 - qualifications audited (PQS Policy 13-14, PQS Responsibilities – Audit Information) (PQS Policy 14-15, Performance Standard 1D)
 - audit outcomes (PQS Policy 13-14, PQS Responsibilities – Audit Information) (PQS Policy 14-15, Performance Standard 1D)

Demonstrate professional and ethical standards of behaviour

The supplier has:

- complied with all departmental policies and directives in relation to the proper promotion and marketing of a program; including not advertising, marketing or promotion to consumers any gift or inducement an enrolled student would be eligible to receive upon enrolment (PQS Policy 14-15, Performance Standard 2D)
- ensured that appropriate avenues exist for students (and/or employers where applicable) to make complaints and that business processes are in place to resolve any complaints in a timely and fair manner (C3G Program Policy 13-14, Clause 4.3) (PQS Policy 14-15, Performance Standard 2G)

Non-compliances

Training and Employment Survey

The supplier did not retain evidence it had taken reasonable steps to obtain, from each student, a completed *Training and Employment Survey*. The supplier was, however, able to provide evidence it had improved its systems to rectify this by way of a introducing a process utilising a spreadsheet which detailed the follow-up actions taken to obtain surveys for more recent students than those in the audit sample.

Rectification Required

Training and Employment Survey

The supplier must maintain systems and processes to ensure it obtains, or takes reasonable steps to obtain, a completed Training and Employment Survey for all students.

The supplier will not be required to submit evidence to the department to demonstrate non-compliances have been sufficiently addressed. However, rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

ELIGIBILITY

Compliant Not Compliant Not Examined

N/C N/A

The supplier has retained evidence it has:

- used the Apprenticeships Info Self Service (AISS) to verify eligibility for each student. (C3G Policy 13-14, Clause 3.2.1) (PQS Policy 14-15, Performance Standard 3C)
- implemented and used other supporting processes of integrity to verify eligibility for each student. (C3G Policy 13-14, Clause 3.2.1)
- verified any specific restrictions for enrolment in a qualification outlined in the Queensland Training Subsidies List. (PQS Policy 14-15, Performance Standard 3C)

Training Eligibility

The supplier has assessed prospective student's eligibility and retained evidence each student:

- was aged 15 years or above and no longer at school (with the exception of VET in School students). (C3G Policy 13-14, Clause 3.2.1) (C3G Program Policy 14-15) (HLS Program Policy 14-15)
- permanently resided in Queensland. (C3G Policy 13-14, Clause 3.2.1) (C3G Program Policy 14-15) (HLS Program Policy 14-15)
- was an Australian citizen, an Australian permanent resident (including humanitarian entrants), a temporary resident with the necessary visa and work permits on the pathway to permanent residency, or a New Zealand citizen. (C3G Policy 13-14, Clause 3.2.1) (C3G Program Policy 14-15) (HLS Program Policy 14-15)
- completed Year 12 in Queensland. (C3G Policy 13-14, Clause 3.2.1) (C3G Program Policy 14-15) (HLS Program Policy 14-15)
- YEAR 12 GRAD ONLY**
commenced training within 12 months of graduating Year 12 (i.e. by the end of the calendar year after completing Year 12). (C3G Policy 13-14, Clause 3.2.1) (C3G Program Policy 14-15) (HLS Program Policy 14-15) **YEAR 12 GRAD**

ONLY

- did not already hold a certificate level III or higher level qualification, nor be enrolled in a certificate level III or higher level qualification not including qualifications completed at school and foundation skills training. *(C3G Policy 13-14, Clause 3.2.1) (C3G Program Policy 14-15) **C3G ONLY***
- did not already hold a certificate level IV or higher level qualification, nor be enrolled in a certificate level IV or higher level qualification; not including qualifications completed at school and foundation skills training (other exceptions applicable). *HLS Program Policy 14-15 **HLS ONLY.***

Subsidy Availability

The supplier has retained evidence each student, who at the time of enrolment, claimed concessional student status: *(C3G Policy 13-14, Clause 3.2) (C3G Program Policy 14-15 & HLS Program Policy 14-15) (PQS Policy 14-15 Appendix 1)*

- a) held a Health Care concession card or Pensioner Concession Card issued under Commonwealth law, and/or
- b) was the partner or a dependent of a person who held a Health Care Card or Pensioner Concession Card and is named on the card, and/or
- c) provided the Supplier with an official form under Commonwealth law confirming they, their partner, or the person of whom the student is a dependent, is entitled to concessions under a Health Care Card or Pensioner Concession Card, and/or
- d) is an Aboriginal and/or Torres Strait Islander, and/or
- e) was enrolled in a VETiS program, and/or
- f) had a disability, and/or
- g) was an adult prisoner

The supplier provided evidence to demonstrate the skill set(s) it delivered:

- targeted workers who already held certificate level III qualifications for their industry and who required further training for career progression. *(HLS Program Policy 14-15)*
- were aligned with an occupation considered a priority by industry. *(HLS Program Policy 14-15)*
- were endorsed within a national training package or were approved by a Queensland industry body. *(HLS Program Policy 14-15)*

Non-compliances

The supplier had not sufficiently assessed the eligibility of [REDACTED] SIT30713 Certificate III in Hospitality, as the evidence retained to address Australian citizenship/permanent residency was a South African passport.

As the supplier failed to retain evidence of eligibility for the program claims made for this student are identified as 'Overpayments' as defined in Clause 8 of the Agreement and the department will seek recovery in this regard. Please refer to Attachment 2 for further details regarding individual students and units of competency.

Additionally, the lead auditor identified the supplier had not conducted an AISS search prior to enrolment for one student from within the audit sample to assess eligibility for the program. Pre-audit analysis of the supplier's Certificate 3 Guarantee AVETMISS data identified this was not a common occurrence across the total claims made. Recovery of funds is not sought in this instance as the student was eligible for the program.

It was noted the supplier had demonstrated a major positive shift in its efficacy of the systems and processes in place to adequately assess participant eligibility prior to enrolment.

Opportunity for improvement

It was noted by the lead auditor the supplier often retained black and white rather than colour copies of evidence, particularly Medicare cards. As some categories of Medicare cards do not validate residency status it is suggested the supplier retain colour copies of evidence relied on for eligibility requirements. Particularly as a Blue Medicare card is not proof of residency in all instances.

Rectification Required

The supplier **must** ensure it implements a process of integrity to confirm participant eligibility prior to enrolment. This must include evidence of each student's:

- age at time of commencement (must be 15 years or over)
- permanent residency in Queensland
- Australian citizenship, Australian permanent residency (includes humanitarian entrant), temporary residency status with the necessary visa and work permits on the pathway to permanent residency, or New Zealand citizenship
- not already holding a post-school certificate III qualification (Certificate 3 Guarantee) or higher level qualification (Higher Level Skills training)
- not already having enrolled in a post-school certificate III qualification or higher level qualification
- eligibility for concession (only required for concessional students)
- graduation from year 12 in Queensland, if seeking to enrol under 'Fee-Free Training' arrangements
- participation in a specific cohort-targeted initiative (i.e. Community Learning, Indigenous Training Strategy or Industry Partnerships Strategy).

The supplier must cooperate with the department in the recovery of funds for the above unsubstantiated claims for payment.

The supplier will not be required to submit evidence to the department to demonstrate non-compliances have been sufficiently addressed. However, rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

FEEES Compliant Not Compliant Not Examined

N/C N/A

The supplier has:

- disclosed prior to enrolment all co-contribution fees (inclusive of all training costs) for both concessional and non-concessional students for each qualification it is approved to deliver under the program. *(C3G Policy 13-14, Clause 3.2.3/3.5.1) (Policy 14-15, Performance Standard 1C, Appendix 1)*
- published its concessional and non-concessional fees schedule to its website, labelled as the co-contribution fee *(PQS Policy 14-15, Performance Standard 1B, Appendix 1F)*
- charged and collected a co-contribution fee for each student, and the fee was paid by the student, employer or a third party and was not paid or waived by the supplier. *(C3G Policy 13-14, Clause 3.5) (PQS Policy 14-15, Appendix 1)*
- charged and collected Student Contribution Fees at the unit of competency level. *(C3G Policy 13-14, Clause 3.5) (Policy 14-15, Appendix 1)*
- not advertised fee free training. *(C3G Policy 13-14, Clause 3.2) C3G Program Policy 14-15)*
- not charged for a qualification or offering in addition to the co-contribution fee. *(C3G Policy 13-14, Clause 3.5.1) (PQS Policy 14-15, Appendix 1)*
- not charged co-contribution fees for units with an AVETMISS Outcome identifier of 60 or for (department Outcome identifier 65). *(C3G Policy 13-14, Clause 3.3.3) (PQS Policy 14-15, Appendix 1)*

VET FEE HELP

The supplier has:

- retained evidence it has been approved by the Australian Government under the *Higher Education Support Act 2003* to offer VET FEE-HELP loans to eligible students. *(PQS Policy 14-15, Appendix 1)*

LOWER LEVEL/FOUNDATION SKILLS	<input type="checkbox"/> Compliant	<input type="checkbox"/> Not Compliant	<input checked="" type="checkbox"/> Not Applicable
N/C N/A			
The supplier has:			
<input type="checkbox"/>	<input type="checkbox"/>	retained evidence to support the delivery of lower-level training to eligible students. <i>(C3G Policy 13-14, Clause 3.1.1) (PQS Policy 14-15, Performance Standard 4)</i>	
<input type="checkbox"/>	<input type="checkbox"/>	retained evidence to support the delivery of foundation skills training (i.e. language, literacy and numeracy). <i>(C3G Policy 13-14, Clause 3.1.1) (PQS Policy 14-15, Performance Standard 4)</i>	
Where the supplier has delivered LLN and/or foundation skills training, it retained evidence:			
<input type="checkbox"/>	<input type="checkbox"/>	it ensured foundation skills training delivered to a student was preceded by effective assessment of the student's LLN proficiency skills as defined in Performance standard 4. <i>(PQS Policy 14-15, Performance Standard 4B)</i>	
<input type="checkbox"/>	<input type="checkbox"/>	it undertook, prior to the commencement of training, an informed analysis of each student's capabilities by assessing his/her knowledge and skills against recognised foundation skills benchmarks and the judgement was made against the skills required for entry to and completion of the vocational qualification. <i>(PQS Policy 14-15, Performance Standard 4B)</i>	
<input type="checkbox"/>	<input type="checkbox"/>	it customised the competencies required for the desired vocational qualification. <i>(PQS Policy 14-15, Performance Standard 4B)</i>	
<input type="checkbox"/>	<input type="checkbox"/>	it considered documented evidence of the student's history (i.e. previous education and training, work history, impairments, disabilities). <i>(PQS Policy 14-15, Performance Standard 4B)</i>	
<input type="checkbox"/>	<input type="checkbox"/>	It developed a training and support plan that outlined how the foundation skills training that were to be delivered and the foundation skills outcomes that were to be achieved through to completion of the vocational qualification. <i>(PQS Policy 14-15, Performance Standard 4B)</i>	
<input type="checkbox"/>	<input type="checkbox"/>	the student supported his/her training and support plan and learning pathway. <i>(PQS Policy 14-15, Performance Standard 4B)</i>	
The supplier has retained evidence, when enrolling disadvantaged learners in lower-level qualifications, it developed a training and support plan:			
<input type="checkbox"/>	<input type="checkbox"/>	tailored to the individual's circumstances and abilities. <i>(PQS Policy 14-15, Performance Standard 4)</i>	
<input type="checkbox"/>	<input type="checkbox"/>	that included learning support strategies. <i>(PQS Policy 14-15, Performance Standard 4)</i>	
<input type="checkbox"/>	<input type="checkbox"/>	that included an upfront skills assessment that identified the learner as disadvantaged and requiring lower-level vocational training (other than foundation skills/LLN training) prior to certificate III enrolment. <i>(PQS Policy 14-15, Performance Standard 4)</i>	
Where the supplier had provided subsidised lower-level qualifications (excluding delivery to VETiS students) it has:			
<input type="checkbox"/>	<input type="checkbox"/>	retained evidence industry or local employers have supported the qualification as the preferred employment outcome (Industry option) (could include including basic trade skills to support entry into a traditional apprenticeship pathway). <i>C3G Program Policy 14-15</i>	
<input type="checkbox"/>	<input type="checkbox"/>	ensured the qualification is mandated as a prerequisite for the certificate III level qualification under training package rules (Qualification option). <i>C3G Program Policy 14-15</i>	
<input type="checkbox"/>	<input type="checkbox"/>	adequately assessed that the student requires this pathway (Individual option). <i>C3G Program Policy 14-15</i>	

AVETMISS DATA	<input type="checkbox"/> Compliant	<input checked="" type="checkbox"/> Not Compliant	<input type="checkbox"/> Not Examined
N/C N/A			
The supplier retained information and material necessary to provide a complete record of training and assessment, including:			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	accurate AVETMISS activity start and activity end dates for each student for each unit of competency. <i>(PQS Agreement, Clause 9)</i>	
The supplier has:			
<input type="checkbox"/>	<input type="checkbox"/>	reported the Delivery mode identifier specified in AVETMISS for the relevant delivery mode. <i>(C3G Policy 13-14,</i>	

Clause 3.4.2) (PQS Policy 14-15, Appendix 4D)

- reported the Outcome code identifier specified in AVETMISS for the relevant outcome. (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 4D)
- reported the student's eligibility for concession. (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 4D, Appendix 4D)
- reported the correct amount of co-contribution fees collected per unit of competency (rounded to the nearest dollar). (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 4D, Appendix 1E & H, Appendix 8 – Table 6)
- reported AVETMISS postcodes that accurately reflect the location in which the majority of training has been undertaken. (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 4D Location loadings)
- reported the postcode and location where the training was coordinated for online delivery (PQS Policy 14-15, Appendix 4D)
- not submitted claims for payment for units in excess of the competency count for the qualification. (C3G Policy 13-14, Table 4) (PQS Policy 14-15, Appendix 5, Appendix 7 – Table 5)
- not submitted claims for payment for units of competency previously assessed as competent. (C3G Policy 13-14, Table 4) (PQS Policy 14-15, Appendix 5, Appendix 7 – Table 5)
- It correctly granted and reported any unit of competency available for credit transfer. (C3G Policy 13-14) (PQS Policy 14-15.)
- reported the correct fund source code for the student and Program (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 4D, Appendix 6 Tables 1-3)
- reported the student's highest level of school and year completed (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 4D)
- reported, within 30 days, the qualification issued flag when the student had successfully completed all requirements of a recognised qualification and the supplier has issued the qualification (C3G Policy 13-14, Clause 3.4.2) (PQS Policy 14-15, Appendix 4D, Appendix 8 Table 6)

Non-compliances

Reported co-contribution fees & AVETMISS end dates

The supplier reported co-contribution fees at the unit of competency level but this amount varied from student to student and in some cases no co-contribution fee was reported.

It was also noted a small number of the reported AVETMISS end dates were before the actual end date found with the assessment evidence.

AVETMISS Outcome code '20'

As outlined within the 'Assessment' section of this audit report, the supplier had not retained sufficient evidence of assessment for all enrolments in competency *SITHFAB303 Prepare and serve cocktails*.

Additionally, the supplier failed to retain sufficient evidence of assessment in all instances as assessment evidence for a number of units as detailed in the 'Assessment' section of this audit report. Assessment items for these included statements written on certain questions that verbal questioning had occurred but did not record the verbal answer.

The supplier subsequently reported the incorrect outcome identifier for these claims.

Credit transfer

Student [REDACTED] (SIT30713 Certificate III in Hospitality) had previously completed *SITHFAB001C* whilst at school and a copy of the statement of attainment was sighted on the student file. This competency is equivalent to *SITHFAB101* and therefore should have been reported as a credit transfer.

The supplier is advised the non-compliance relating to the submission of unsubstantiated claims for payment as outlined above, and detailed within Attachment 2, constitute "Overpayments" as defined in Clause 8.1 of the Pre-qualified Supplier Agreement.

Rectification Required

Reported co-contribution fees & AVETMISS end dates

The supplier must put processes and procedures in place to ensure correct, accurate information is recorded in submission of AVETMISS data against fees collected and AVETMISS end dates.

AVETMISS Outcome code '20'

The supplier must review and revise its administrative processes to ensure AVETMISS data contains complete and

accurate information against all relevant fields.

Credit transfer

The supplier must ensure all available credit transfers are acknowledged and are counted as part of the qualification. The supplier is required to cooperate with the department in the recovery of funds for the above unsubstantiated claims for payment.

The supplier is required to cooperate with the department in the recovery of funds for the above unsubstantiated claims for payment.

The supplier will not be required to submit evidence to the department to demonstrate non-compliances have been sufficiently addressed. However, rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

GOOD FAITH	<input type="checkbox"/> Compliant	<input checked="" type="checkbox"/> Not Compliant
N/C N/A		
In performing its obligations under this Agreement and seeking to become entitled to public funding under this Agreement, the supplier has:		
<input checked="" type="checkbox"/> <input type="checkbox"/> acted in good faith in all matters pertaining to the Agreement. <i>(PQS Agreement, Clause 26)</i>		
<input checked="" type="checkbox"/> <input type="checkbox"/> acted consistently with the spirit of this Agreement and the funding Program. <i>(PQS Agreement, Clause 26)</i>		
<input checked="" type="checkbox"/> <input type="checkbox"/> acted in a way that best achieves the objectives of the funding Program. <i>(PQS Agreement, Clause 26)</i>		
The supplier gave the department access to:		
<input type="checkbox"/> <input type="checkbox"/> its premises to inspect and copy information and material related to the Agreement or kept by the supplier under Clause 9.1. <i>(PQS Agreement, Clause 10)</i>		
<input type="checkbox"/> <input type="checkbox"/> its premises to monitor the provision of training and assessment and other VET Services and performance of the supplier's obligations under the Agreement. <i>(PQS Agreement, Clause 10)</i>		
<input type="checkbox"/> <input type="checkbox"/> employees and contractors provided full and accurate answers to questions asked by the department in connection with training and assessment, other VET Services and supplier obligations under the Agreement. <i>(PQS Agreement, Clause 10)</i>		
The supplier provided evidence:		
<input type="checkbox"/> <input type="checkbox"/> it immediately gave notice to the department of any conflict or risk of conflict of interest which has arisen. <i>(PQS Agreement, Clause 12)</i>		
<input type="checkbox"/> <input type="checkbox"/> it has not offered any gift or other benefit to a prospective student as an inducement to influence a prospective student or a student to choose the supplier to provide training. <i>(PQS Agreement, Clause 12)</i>		
The supplier has:		
<input type="checkbox"/> <input type="checkbox"/> abided by any departmental directive to cease new enrolments in a qualification from a specified date. <i>(PQS Policy 14-15, Performance Standard 3F)</i>		
Non-compliances		
The audit revealed a number of non-compliances which had also been found at the previous audit, including but not limited to incomplete/missing assessment evidence, and the submission of incorrect AVETMISS data.		
Failure to rectify previously identified non-compliances demonstrates the supplier has not acted in good faith in all matters, not acted consistently with the spirit of the agreement and the funding program and had not acted in a way that best achieves the objectives of the program.		
The supplier is advised the department takes a serious view when repeat non-compliances occur. It is noted, however, the supplier has made a number of changes since the previous audit, which have resulted in improvements in its standard of compliance.		
The supplier is again reminded, in cases where a subsequent audit determines previously identified non-compliances		

have not been rectified; significant sanctions including termination of your PQS Agreement may result.