

PQS Compliance Audit

Audit Report (User Choice 2010-2016) Version 6

SUPPLIER		ATTACHMENT 1	
Registration Code:	31970		
RTO Legal and Trading Name	TLC Training Solutions Pty Ltd		
Address	59-61 Lennons Road Greenbank Qld		
PARTICIPANTS			
Lead Auditor	Rod Harris	Auditor(s)	Navaratnam Kathiravelu
Auditor Phone	3328 6555		
Supplier	Mrs Teena Sapwell - Managing Director Ms Ellie Groznavoska - Administration Manager Ms Shelley Higgs - Training Manager Mrs Sharyn Gillick - Compliance Manager Ms Tania Marie - Operations Manager Ms Nikki Holdsworth - Administration Officer		
AUDIT DETAILS			
Date(s)	30 November & 1 December 2015		
Location	Greenbank		
PQS Agreement(s)	PS100085		
Type	Monitoring <input checked="" type="checkbox"/>	Re-audit	<input type="checkbox"/>
Outcome	Compliant <input type="checkbox"/>	Not Compliant	<input checked="" type="checkbox"/>
Notes			

Qualification Code	Qualification	Number of Students Sampled
CHC30113	Certificate III in Early Childhood Education and Care	7
CHC30712	Certificate III in Children's Services	2
CHC30212	Certificate III in Aged Care	2
CHC50908	Diploma in Children's Services (Early Childhood Education and Care)	2
CHC50113	Diploma of Early Childhood Education and Care	13

ASSESSMENT

 Compliant
 Not Compliant
 Not Examined

N/C N/A

For each competency for each student the supplier has:

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | retained the completed paper-based assessment item for the unit of competency (<i>PQS Agreement, Clause 9</i>) |
| <input type="checkbox"/> | <input type="checkbox"/> | implemented and retained the full range of assessment evidence (<i>PQS Agreement, Clause 9</i>) gathered sufficient evidence that competency has been achieved, as expressed by the relevant endorsed industry/enterprise competency standards of a Training Package or by the learning outcome of an accredited course to support the outcome of the assessment (AVETMISS Outcome identifier 20) (<i>User Choice 2010-2016 Policy, Table 3</i>) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | retained sufficient evidence to support that students have attempted all assessments and failed in at least one method (AVETMISS Outcome identifier 30) (<i>PQS Agreement, Clause 9</i>) (<i>User Choice 2010-2016 Policy, Clause 2.4.3</i>) |
| <input type="checkbox"/> | <input type="checkbox"/> | retained sufficient evidence to support recognition of prior learning (AVETMISS Outcome identifier 51) (<i>PQS Agreement, Clause 9</i>) (<i>User Choice 2010-2016 Policy, Clause 2.4.3</i>) |
| <input type="checkbox"/> | <input type="checkbox"/> | retained sufficient evidence to support transition of student to a superseding qualification and similar units of competency are deemed to be non-equivalent (<i>PQS Agreement, Clause 9</i>) (<i>User Choice 2010-2016 Policy, Clause 2.3.3</i>) (<i>User Choice 2010-2016 Policy, Clause 2.4.3</i>) |
| <input type="checkbox"/> | <input type="checkbox"/> | not been funded for delivery of a unit of competency/module through RPL in any instance where this leads to the entire qualification being achieved through RPL (<i>User Choice 2010-2016 Policy, Table 5</i>) |

Non-compliances

The supplier failed to retain the paper based assessment to validate the achievement of competency for Elizabeth Spanner (CHC30712 Certificate III in Aged Care) for one unit of competency.

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 of the Pre-qualified Supplier Agreement.

Rectification Required

The supplier **must** review its systems and implement processes to ensure sufficient assessment evidence is captured and retained in all instances.

The supplier **must** co-operate with the department in the recovery of overpayments.

The supplier will not be required to submit evidence to the department to demonstrate non-compliances have been sufficiently addressed. However, rectification action must be immediately undertaken (unless otherwise advised by the lead auditor) to address all identified non-compliances and 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:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | records of each student's participation in training for each unit of competency, including records of the commencement of educational content, attendance and progression. (<i>PQS Agreement, Clause 9</i>) |
|--------------------------|--------------------------|---|

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*) (*User Choice 2010-2016 Policy, Clause 2.4.3*)

This must include:

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <ul style="list-style-type: none"> - 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. |
|-------------------------------------|--------------------------|---|

Training Plans and Training Records

Where training is required to be delivered by the employer or the SRTO, the employer or the SRTO has at intervals of

not more than 3 months:

- required the apprentice or trainee to produce the training record to have the particulars of the training completed by the apprentice or trainee during the interval entered. *(FET Regulations r. 4(6))*
- kept the record complete, accurate and up-to-date by entering the particulars in it. *(FET Regulations r. 4(6))*

Non-compliances

The supplier failed to retain evidence of participation in training for Amanda Morby (CHC30113 Certificate III in Early Childhood Education and Care) for five units of competency for which withdrawn claims for payment had been submitted.

As the supplier failed to retain evidence of training participation, claims made by the supplier for these five units will be 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 units of competency.

Rectification Required

The supplier **must** review its systems and implement processes which ensure it records and retains evidence of participation for all students for all units of competency.

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.

The supplier **must** co-operate with the department in the recovery of overpayments.

The supplier will not be required to submit evidence to the department to demonstrate non-compliances have been sufficiently addressed. However, rectification action must be immediately undertaken (unless otherwise advised by the lead auditor) to address all identified non-compliances and will be examined as part of future audit or monitoring activity.

ADMINISTRATIVE

Compliant Not Compliant Not Examined

N/C N/A

Induction information

The supplier provided, for each unit of competency:

- rate of student contribution fees
- partial tuition fee exemption categories
- full exemption tuition fee categories
- full refunds for units not commenced and proportionate refunds for units commenced but not completed
- any additional fees to be charged to the employer/industry

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, for each unit of competency:

- a completed and accurate assessor's marking guide, criteria and observation checklists for the unit of competency. *(PQS Agreement, Clause 9)*

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)*

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 in accordance with VET Quality Framework; and *(PQS Agreement, Clause 13)*
- workers compensation insurance in relation to the supplier's employees or as otherwise required by law. *(PQS Agreement, Clause 13)*

Training Plans

- signatures of all parties (student, employer and SRTO) sighted for all training plans *FET Act s. 74(1)*
- The SRTO has taken reasonable steps to ensure each training plan is signed:
 - (a) if the training plan is the initial training plan for the apprentice or trainee – within 3 months of the start of the apprenticeship or traineeship *FET Act s. 74(2)(a)*; or
 - (b) if a training plan for an apprentice or trainee ends because the SRTO registered training organisation has been replaced – within 28 days after the replacement day *(FET Act s. 74(2)(b))*; or
 - (c) if a training plan for an apprentice or trainee ends because the registered training contract has been permanently, temporarily or a statutory transfer – within 28 days after the transfer of the contract *(FET Act s. 74(2)(c))*
- The SRTO ensured a copy of the signed training plan is given to each apprentice or trainee, and the employer, within 14 days after the parties sign it *(FET Act s. 75)*

Requirements of a Training Plan for an Apprentice or Trainee

- For all training plans pre 1 July 2014 the training plan format implemented by the organisation contains the minimum requirements as outlined within Apprenticeship & Traineeship Regulatory Guideline 10
- The training plan format implemented by the organisation contains the minimum requirements as outlined within Guide to Training Plans and Training Records and the nationally approved training plan template (released 11 September 2014) *(PQS Agreement, Clause 9.1(c)) (Evidence Guide (User Choice 2010-2016) for FET Act 2014, Training Plans)*
- Individual training plans within student files have been fully developed *(PQS Agreement, Clause 9.1(c)) (Evidence Guide (User Choice 2010-2016) for FET Act 2014, Training Plans)*

Training Records

- The SRTO has provided the apprentice or trainee with the appropriate training record to be kept for the apprenticeship or traineeship within 14 days after a training plan is signed by the parties to the training plan *(FET Regulations r. 4(1))*

Issuance of Qualification or Statement of Attainment

- The SRTO ensures all parties (the employer, the apprentice or trainee and the SRTO (and if the apprentice/trainee is under 18 years, a parent)) sign an agreement (the completion agreement) acknowledging the completion of the training *(FET Act s. 45(2))*
- The SRTO has provided the department with the completion agreement within 10 days after the completion agreement has been signed by all parties *(FET Act s. 46)*

AVETMISS Reporting Requirements

The supplier has:

- retained sufficient evidence to support credit transfers (AVETMISS Outcome identifier 60) *(PQS Agreement, Clause 9) (User Choice 2010-2016 Policy, Clause 2.4.3(d))*
- retained sufficient evidence that an induction was conducted and training plan developed prior to the student's training contract being cancelled or the student changing suppliers (SRTO1 Administration Payment) *(User Choice 2010-2016 Policy, Clause 2.4.7)*

ASQA audit results

The supplier has:

- published a summary of its latest ASQA VET Quality Framework or AQTF audit results on its website *(RTO User Choice PQS Policy 2010-2016, Pre-qualified Supplier Responsibilities)*
- The supplier's published audit summary contains:
 - audit date

- qualifications audited
- audit outcomes (*RTO User Choice PQS Policy 2010-2016, Pre-qualified Supplier Responsibilities*)

Non-compliances

Training Plans

The supplier had not ensured the training plan for Priscilla Blair (CHC50113 Diploma of Early Childhood Education and Care) had been signed by all the parties. The training plan retained on file did not include the signature of the employer. The supplier had not ensured the training plan for Olivia Comber (CHC30712 Certificate III in Aged Care) had been signed by all the parties. There were two versions of the training plan on file, one of which had the wrong school name. The second training plan contained all correct and accurate information but did not have the employer's signature.

Rectification Required

The supplier **must** review its systems and processes to ensure the signatures of all parties to the training contract must be obtained at the time the training plan is developed and implemented.

The supplier will not be required to submit evidence to the department to demonstrate non-compliances have been sufficiently addressed. However, rectification action must be immediately undertaken (unless otherwise advised by the lead auditor) to address all identified non-compliances and will be examined as part of future audit or monitoring activity.

EMPLOYER RESOURCE ASSESSMENT

Compliant Not Compliant Not Examined

N/C N/A

The supplier provided evidence it:

- assessed employment arrangements of each student to ensure the employer provides adequate facilities, range of work supervision and the on-the-job training required by the Act. (*User Choice 2010-2016 Policy, Clause 1.2*)
- sourced or developed an employer resource assessment document which addresses the employment and training arrangements required under the Act for traineeships and apprenticeships (*PQS Agreement, Clause 9.1(c)*) (*Evidence Guide (User Choice 2010-2016) for FET Act 2014, Facilities and Resources*)
- has taken appropriate action when the employment arrangements do not meet the requirements of the Act, the Agreement and/or the qualification (*User Choice 2010-2016 Policy, Clause 1.2*)

FEES

Compliant Not Compliant Not Examined

N/C N/A

The supplier has:

- retained sufficient evidence that additional charges to the employer have been negotiated
- charged student contribution fees for all students (excluding school-based apprentices and trainees (SATs) and appropriately approved exemptions) (*User Choice Policy, Clause 2.6*)
- calculated student contribution fees at the correct rate (*User Choice Policy, Clause 2.6*)
- calculated student contribution fees based on the correct number of nominal hours (*User Choice Policy, Clause 2.6*)
- retained sufficient evidence to support the granting of student contribution fee exemptions (*User Choice Policy, Clause 2.6*)
- calculated partial student contribution fee exemptions at the correct rate (*User Choice Policy, Clause 2.6*)
- not charge a student contribution fee for any SAT (*User Choice Policy, Clause 2.6*)
- not charged Queensland Year 12 graduates who have commenced a High Priority qualification within 12 months of completing Year 12 (*User Choice Policy, Clause 2.6*)
- not charged student contribution fees for units of competency/modules granted through credit transfer/national recognition (*User Choice Policy, Clause 2.6*)
- not charged student contribution fees for units of competency/modules when the student has transferred to a superseding qualification and the unit of competency/module is deemed to be non-equivalent (*User Choice Policy, Clause 2.6*)

Refunds

The supplier has:

- provision for full refunds to students for Student Contribution Fees charged for training delivery that had not commenced at the time of cancellation of the enrolment. *(User Choice Policy 2010-2016, 2.6.6)*
- provision for proportionate refunds where the student has withdrawn from a Unit of Competency/Module. *(User Choice Policy 2010-2016, 2.6.6)*
- provision for refunds for employers/industry for additional charges paid beyond the student and government contributions. *(User Choice Policy 2010-2016, 2.6.6)*

Non-compliances

Through review of Priscilla Blair's student file (CHC50113 Diploma of Early Childhood Education and Care), the lead auditor identified the supplier had not recognised the student's concessional status and had charged student contribution fees at the non-concessional rate. The supplier was able to provide evidence (invoice and payment schedule) indicating no fee had yet been collected. The supplier was able to rectify this by recalculating the fees to the correct rate and issuing a new payment schedule to the student, which was sighted by the lead auditor. Consequently, the supplier is not required to undertake any further rectification action regarding this student.

Rectification Required

The supplier **must** review its systems and processes to ensure the information regarding a student's concessional status is identified and acknowledged and student contribution fees are charged accordingly.

The supplier will not be required to submit evidence to the department to demonstrate non-compliances have been sufficiently addressed. However, rectification action must be immediately undertaken (unless otherwise advised by the lead auditor) to address all identified non-compliances and will be examined as part of future audit or monitoring activity.

ON THE JOB VERIFICATION

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 evidence that the supplier has a process in place to capture the employer's verification regarding the on-the-job training component *(PQS Agreement, Clause 9.1(c)) (Evidence Guide (User Choice 2010-2016) for FET Act 2014, Facilities and Resources)*
- confirmed with the employer that the student has consistently demonstrated competent performance in workplace tasks relevant to the unit of competency/module to support the outcome of the assessment (AVETMISS Outcome identifier 20) *(User Choice 2010-2016 Policy, Table 3)*
- including evidence that the supplier has consistently retained evidence to support that the on-the-job training component has been achieved for each unit of competency for each student prior to submission of claims for payment *(PQS Agreement, Clause 9.1(c)) (Evidence Guide (User Choice 2010-2016) for FET Act 2014, Facilities and Resources)*
- with accurate AVETMISS activity start and activity end dates for each student for each unit of competency *(PQS Agreement, Clause 9.1)*

AVETMISS DATA

Compliant Not Compliant Not Examined

N/C N/A

The supplier has:

- reported the Delivery mode identifier specified in AVETMISS for the relevant delivery mode. *(User Choice 2010-2016 Policy, Clause 2.4.3)*
- submitted AVETMISS postcodes that accurately reflect the location in which the majority of training has been undertaken *(User Choice 2010-2016 Policy, Clause 2.4.3)*
- not submitted claims for payment for units in excess of the competency count for the qualification *(User Choice 2010-2016 Policy, Table 5)*
- not submitted claims for payment for units of competency previously assessed as competent *(User Choice 2010-2016 Policy, Table 5)*

GOOD FAITH

 Compliant Not Compliant

N/C N/A

The supplier provided the department with:

- access to its premises to inspect and copy information and material related to the Agreement or kept by the supplier under Clause 9.1. *(PQS Agreement, Clause 10)*
- access to its premises to monitor the provision of training and assessment and other VET Services and performance of the supplier's obligations under the Agreement. *(PQS Agreement, Clause 10)*

Employees and contractors of the supplier:

- 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. *(PQS Agreement, Clause 10)*

The supplier provided evidence it:

- immediately gave notice to the department of any conflict or risk of conflict of interest which arose. *(PQS Agreement, Clause 12)*

In performing its obligations under the Agreement and seeking to become entitled to public funding under the Agreement, the supplier has:

- acted in good faith in all matters pertaining to the Agreement. *(PQS Agreement, Clause 26)*
- acted consistently with the spirit of the Agreement and the funding Program. *(PQS Agreement, Clause 26)*
- acted in a way that best achieves the objectives of the funding Program. *(PQS Agreement, Clause 26)*