

Skills Assure Supplier Policy 2021-24

for Queensland VET Investment Programs

Policy owner:	Deputy Director-General Investment Division
Approval date:	16 May 2022
Effective date:	1 July 2023
Related policies and documents:	<ol style="list-style-type: none"> 1. <i>Vocational Education and Training Skills Assure Supplier Agreement (SAS Agreement)</i> 2. <i>Certificate 3 Guarantee Program Policy 2021-24</i> 3. <i>Higher Level Skills Program Policy 2021-24</i> 4. <i>Audit Evidence Requirements (VET Investment Programs)</i> 5. <i>Skilling Queenslanders for Work</i> 6. <i>SAS Third Party Arrangements Directive 2022-2024</i>
Version control:	Version: 1.2

All documents are available online at: www.desbt.qld.gov.au/training.

1. Background

The Queensland Government is committed to providing Queenslanders with access to a high quality vocational education and training (VET) sector — one that supports a globally competitive Queensland economy, and delivers knowledgeable and skilled graduates equipped to meet job demands now and into the future.

Training delivered under Queensland’s VET investment framework is based on Skills Assure Supplier (SAS) arrangements, where funding notionally follows the eligible student to their choice of SAS and course. Registered training organisations (RTOs) that wish to participate in subsidised training programs administered by Queensland’s Department of Youth Justice, Employment, Small Business and Training (the

department) must be approved as a SAS in Queensland.

The SAS system is intended to provide prospective students and employers with peace of mind that providers possess the capability to deliver positive training experiences and quality skills outcomes.

Key principles of the SAS system include:

- students are able to make informed and considered choices that support their best interests
- training investment is aligned to the skills needs of industry and Queensland’s economy
- quality VET services are provided
- an inclusive training environment.

2. Overview

The purpose of this policy is to outline performance standards and expectations for SAS, and the terms and conditions for accessing Queensland Government funding to deliver training and assessment services.

The focus of the department’s performance monitoring and evaluation activities is to ensure government receives value for money for its investment in VET outcomes. Importantly, this includes ensuring eligible individuals are accessing quality training to develop skills in areas of demand from industry, which leads to them gaining employment or improving their career prospects.

Definitions of commonly used terms in this policy and relevant program documents are in **Appendix 7**.

This policy must be read in conjunction with the Vocational Education and Training Skills Assure Supplier Agreement (SAS Agreement) and related documents above.



3. Performance standards and expectations

RTOs must meet and adhere to the following performance standards to maintain SAS status for programs administered by the department in Queensland.

Note: When referring to the SAS website and publishing or communicating information to consumers, this policy refers to the RTO arm or division of the SAS organisation.

Performance standard 1 — Disclose information upfront to enable informed consumer choice

- A. Publish in a prominent and easy-to-access location on its website the total co-contribution fees — concessional and non-concessional — to be charged to an enrolled student for each qualification or skill set it is approved to deliver under a program (see **Appendix 1**).
- B. Provide a prospective student with notice of the co-contribution fee relevant to the student's circumstances prior to enrolment in the qualification or approved skill set.
- C. Provide the prospective student with a copy of, or access to, its refund policy prior to enrolment. The refund policy must meet the requirements under the *Standards for Registered Training Organisations (RTOs) 2015*.
- D. Notify the prospective student of the expectations and rules regarding accessing a government subsidised training place under the relevant program. This notification must include advice that the student will no longer be eligible for a government subsidised training place under a program once they complete the qualification level targeted through the program. SAS must be able to show evidence of the student's acknowledgement of program rules — see the Department's *Audit Evidence Requirements (VET Investment Programs)*.
- E. Refer the prospective student to any applicable student fact sheet for the relevant program published on the

department's website, so they have access to independent information and a point of contact with the department.

- F. Notify the student that they may receive a survey from the Department seeking information on their training experience.
- G. Where some or all of the training and/or assessment services are to be subcontracted to a third party, notify the prospective student of the full name of the third party and the training and/or assessment services to be provided by the third party. (See also *SAS Third Party Arrangements Directive 2022-2024*)

Performance standard 2 — Demonstrate professional and ethical standards of behaviour

- A. Act honestly and fairly when conducting RTO business, and not behave in a manner (as determined by the department) which may, or has the potential to, discredit or negatively impact on the Queensland Government or its programs. SAS should note the requirement in clause 29 of the SAS Agreement for SAS to act in good faith in all matters, and in performing obligations under the SAS Agreement and seeking to become entitled to public funding under the SAS Agreement, to act consistently with the spirit of the Agreement and the funding program and to act in the way that best achieves the objectives of the funding program.
- B. Only represent itself to the marketplace as a SAS for a program, or as a SAS for a specific qualification or skill set under a program, on or after the start date approved in writing by the department to deliver the qualification or skill set.

Note: Should the department determine that a SAS failed to declare information or made false claims as part of its initial application for SAS status (including unauthorised persons executing the SAS Agreement), then the department may seek to terminate the SAS Agreement. This is not intended to limit the department's right to terminate a SAS Agreement for another reason.

- C. Hold SAS approval with the department for the qualification or skill set under the specific program at the time the training and assessment services are delivered, and at the time funding is claimed in relation to that delivery.
- D. Comply with all department policies and directives in relation to the proper marketing of a program. This includes not advertising, marketing or promoting to consumers any gifts or inducements an enrolled student would be eligible to receive upon enrolment in training offered by the SAS under a program. See SAS Agreement clauses 13 and 14, the Department's Skills Assure marketing and disclosure directive, and any other relevant publications or instructions the department may publish.
- E. Ensure true and accurate VET activity data is submitted to the department in a timely manner and compliant with the current AVETMIS Standard, as per the National Centre for Vocational Education Research (NCVER) website at www.ncver.edu.au (also see **Appendix 3** and **Appendix 5**).
- F. Meet all other Australian Skills Quality Authority (ASQA) registration requirements and obligations, including the *Standards for Registered Training Organisations (RTOs) 2015* which forms part of the VET Quality Framework.
- G. Ensure 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.
- H. Consult and work with the department to transition any existing students should the SAS Agreement be terminated or, should the SAS make an application to terminate its SAS status, approval for a program or qualification under a program. Any such application will be subject to departmental approval in writing.

Performance standard 3 — Comply with all funding terms and conditions

- A. Possess a sound knowledge of SAS obligations stipulated in this policy, the SAS Agreement, the program policies or guidelines and any other relevant documents as amended from time to time. It is the responsibility of the SAS to ensure its staff regularly review all relevant policies and contact their departmental contract manager if they require clarification.
- B. Agree all obligations, duties or liabilities under the relevant policies and SAS Agreement (see clause 18) remain the responsibility of the SAS, irrespective of any arrangements or agreements it may have with third parties concerning the funding program.

The SAS is not permitted to engage or allow a third party to market the program(s) and the SAS' participation in the program(s). Failure to abide by this condition may result in termination of the SAS Agreement. Read the Skills Assure marketing and disclosure directive for further clarification.

SAS are required to deliver at least 50% of the training and assessment per qualification on their delivery schedule, unless otherwise approved in writing by the Department.

The SAS are to report third party delivery as part of the monthly data submission.

A SAS may only sub-contract delivery of the services under their SAS Agreement if:

- it is not a Prohibited Subcontract
- the sub-contractor is not subject to any sanction imposed or proposed by the Australian Skills Quality Authority
- the sub-contractor was not previously a pre-qualified supplier (including a SAS) that had an agreement with the Department terminated for non-compliance
- the sub-contracting arrangement is in writing

- ASQA has been notified in accordance with the Standards
- the sub-contracting arrangement complies with the *SAS Third Party Arrangements Directive 2022-2024*.

The SAS is unable to sub-contract with a related party without the written consent of the Department. Conflict of Interest documentation will be required to be submitted by all SAS.

SAS must declare all third party arrangements to the Department and carry out a review of all Services delivered under third party arrangements:

- every six months, except for Schools third party arrangements which is once per year
- no later than a month after a change in Control of the counterpart.

SAS must not allow third parties to have access to Partner Portal under any circumstances unless approved in writing by the Department.

For more information, clarification and requirements around third party arrangements, read the *SAS Third Party Arrangements Directive 2022-2024*.

- C. Assess prospective student eligibility prior to enrolment and retain all evidence to verify eligibility, including whether the student meets:
- the criteria outlined in the program policy, including the requirement to confirm whether the student has previously attained a certificate III or higher-level qualification*;
 - the program's criteria for concessional status; and
 - any specific restrictions and/or exemptions for enrolment in a qualification outlined in the relevant program policy and/or Priority Skills List, which include, but are not limited to, the following:
 - under Higher Level Skills, certain qualifications and skill sets mandate the student be an existing worker within the industry

or hold specific qualifications prior to enrolment, to meet industry requirements for the aligned occupation

- for VET in Schools (VETiS), only those vocational qualifications approved on the Priority Skills List at certificate levels I and II can be delivered to school students, as these have been identified by industry as leading to employment for this cohort. Foundation skills are not approved for delivery.

*It is compulsory for all SAS to use the department's [Apprenticeships / All Students Info – Self Service \(AISS\)](#) tool/search facility within 30 days prior to enrolment, to help confirm whether prospective students have previously attained a certificate III or higher-level qualification. AISS may not capture all student records or awards, therefore SAS must also confirm with prospective students whether they hold, or are currently enrolled in, a certificate III or higher-level qualification and not rely solely on AISS.

- D. Maintain RTO registration for each qualification it is approved to deliver under a program and be registered to deliver full qualifications. If the SAS ceases to be registered for a qualification on its delivery schedule or relevant approval for a program, it must inform the department immediately.
- E. Any proposed changes to control of the RTO entity awarded SAS status must be approved in writing by the department before they happen (see **Appendix 2**).
- F. Cooperate fully with SAS performance monitoring activities, including allowing the department and any auditors acting on the department's behalf access to its premises to conduct SAS compliance audits. This means providing all necessary records, documents, information or reports to the department to indicate proper conduct and compliance with all aspects of the program. Evidence required to be

retained by SAS is outlined in the Department's *Audit Evidence Requirements (VET Investment Programs)*.

- G. Evidence required to be retained by SAS must be produced to auditors promptly on request during any audit in a way that permits simple checking against the requirements of the Department's *Audit Evidence Requirements (VET Investment Programs)*. Identified non-compliances will result in funding refusal or recovery action for overpayments. In exceptional cases only, the department may — in its absolute discretion — consider supplementary material provided after an audit. SAS must keep their systems and files in a way that permits them to comply with this requirement.
- H. Abide by any departmental directive to cease enrolment of new students from a specified future date (refer to SAS Agreement). For the purposes of this performance standard, 'Enrolment' has the same meaning as 'Activity Start Date' in the AVETMISS as at 1 July 2017 being:
- the start of training activity itself (e.g. attends first class, commences online module etc.) and not the date the student's information is entered into the SAS' system; and
 - if a student is an assessment-only (including recognition of prior learning) student, it is the date of the start of the assessment. Where a student undertakes training and assessment activities, it is the date the student starts their training activity.
- I. Claim only eligible, payable and compliant training and assessment services from the department as outlined in this policy at **Appendix 4** and **Appendix 6**, and the relevant program policy or guidelines.

Performance standard 4 — Support the learning needs of students

- A. Implement effective inclusive practice strategies for students consistent with the

Queensland VET Inclusive Learning Framework — [Inclusive Learning: A way forward](#). The framework identifies five actions for RTOs and four principles for VET educators to embed inclusive practice in their processes, systems and day-to-day activity.

The SAS must be able to show at audit that inclusive practice is a core business element.

They must demonstrate implementation of inclusive practices to support student participation and learning outcomes. The department provides [free inclusive practice resources](#) to inform and support professional learning.

SAS can also access adaptive technologies and support services for learners with a disability through the department's [Skills Disability Support](#) service.

- B. Ensure any foundation skills training delivered to a student is preceded by effective assessment of the student's language, literacy and numeracy (LLN) proficiency skills. Effective assessment means the SAS must be able to show evidence at audit that it undertook the following steps prior to the commencement of training.
1. An informed judgement was made about the student's current capabilities by analysing the student's knowledge and skills against recognised foundation skills benchmarks and against the skills required for entry into and completion of the vocational qualification.

The department supports the use of the *Australian Core Skills Framework (ACSF)* and the *Core Skills for Work Developmental Framework (CSfW)* to benchmark a learner's current foundation skills capabilities. The development of the judgement:

- may be in the form of an interview, test or activities
- must be customised to the competencies required for the targeted vocational qualification

- must consider documented evidence of the student's history (i.e. previous education and training, work history, impairments and disabilities).

2. A training and support plan was developed that outlines how the foundation skills training will be delivered and the foundation skills outcomes to be achieved through to completion of the vocational qualification. The plan and learning pathway must have the support of the student.

For requirements to be satisfied relating to the training and support plan, see the Department's *Audit Evidence Requirements (VET Investment Programs)*.

A student does not have to be enrolled in a vocational qualification when undertaking foundation skills training, but a pathway to the targeted vocational qualification must be identified in the student's training and support plan.

The training and support plan should be reviewed upon achievement of key milestones and adjusted if needed, based on the progress of the student and the training pathway that will best support their learning needs.

Note: when enrolling students in FSK Foundation Skills Training Package qualifications, the SAS must ensure their selection of elective units maximises foundation skills/LLN training. Where the training package requirements contain flexibility in selection of vocational units, the SAS is to focus this selection on foundation skills training.

- C. Prior to enrolling a student in a lower-level vocational qualification under the Certificate 3 Guarantee as part of a supported training pathway, the SAS must:

1. undertake and document an upfront skills assessment that identifies the student as a disadvantaged learner that faces barriers to training

participation, and requires additional support prior to enrolment in a certificate III vocational qualification; and

2. develop a training and support plan that is tailored to the student's unique circumstances and abilities, and which includes learning support strategies.

For requirements to be satisfied relating to the upfront skills assessment, and the training and support plan, see the Department's *Audit Evidence Requirements (VET Investment Programs)*.

Performance standard 5 — Achieve a minimum outcome for students

- A. Maintain strong industry and employer networks to:
 - deliver training that directly links to local job vacancies and employment outcomes;
 - facilitate any vocational or work placements; and
 - support students to transition to the workforce or into further training, or advance in their chosen career.
- B. Deliver quality training and assessment services that support students to complete the course (qualification or skill set if applicable). When undertaking recognition of prior learning (RPL) assessment, the SAS must be able to demonstrate compliance with all RPL requirements outlined in the Department's *Audit Evidence Requirements (VET Investment Programs)*.

4. Performance monitoring and evaluation

The department will undertake performance monitoring and evaluation activities, including but not limited to SAS compliance audits, to assess SAS' compliance with this policy, the SAS Agreement, the relevant program policy and any other guidelines or documents as published by the department.

The selection of SAS for audits may be done randomly, target SAS perceived to be higher risk, or be initiated in response to complaints made to the department or the Queensland Training Ombudsman. Evidence requirements to be met are stated in the Department's *Audit Evidence Requirements (VET Investment Programs)*, including those requirements which will result in a recovery of funds and other action if non-compliances are identified during audit activities.

Additionally, the department has introduced an independent 12-month post-training destination survey to directly engage with students. Feedback received will inform assessment of SAS performance and the effectiveness of training pathways in leading to employment outcomes or career progression.

The SAS should note any identified contravention of the SAS Agreement or the department's policies may result in action by the department, including:

- referral to ASQA for audit of training and assessment practices
- recovery of funds previously paid to the SAS by the department
- directive to cease new enrolments in a qualification or program
- withholding payment for unit(s) relating to the contravention of the SAS Agreement or Policies

- suspension of funding for future enrolments in a qualification(s)
- suspension or withdrawal of SAS approval for a qualification(s)
- suspension or withdrawal of SAS approval for a program(s)
- suspension or termination of the SAS Agreement
- not offering a SAS Agreement for a subsequent funding period.

Furthermore, the department will, among other things, consider performance under a SAS Agreement by any future applicant for a SAS Agreement or other contracts for funding of vocational education and training. This consideration extends to the conduct of persons associated with the SAS whom the department considers may have been influential in the way the SAS performed its SAS Agreement. This may include a SAS' key personnel, such as — but not limited to — a director, chief executive officer, training manager or a significant shareholder.

The department will also undertake performance reviews of qualifications, based on an assessment of risk in high enrolment and investment areas, which may lead to changes to the funding terms and conditions for these qualifications such as the level of government subsidy available, which will impact on SAS.

Appendix 1: Co-contribution fee

Co-contribution is a key principle of the Queensland Government's VET investment framework, in recognition that the benefits of training are shared between individuals, industry and the broader community.

- A. The Queensland Government supports deregulated pricing arrangements, where government determines the level of subsidy available as a public contribution to the cost of training for a qualification, and the SAS determines the level of fees that will apply based on their offering and negotiation with individuals and/or employers/industry, referred to as the co-contribution fee.
- B. There are a number of circumstances where SAS will not be able to, or not be required to, charge a co-contribution fee and these are detailed in the relevant program policies or guidelines and this policy.
- C. SAS may have different offerings for the same qualification. These offerings may arise because of different delivery modes (such as face-to-face and online), delivery locations (such as regional and South East Queensland) or other factors such as vocational/work placement or high-cost electives. SAS may charge a different co-contribution fee for each offering.
- D. The co-contribution fee charged for a qualification or offering must represent the **total cost** to the student and include any enrolment charges (such as identification card charges), tuition fees, services fees, materials fees and all other costs associated with delivering the training and assessment services and awarding the qualification. This includes costs associated with criminal history checks which may be a prerequisite for vocational placement and employment in certain occupations.
- E. The SAS must disclose upfront concessional and non-concessional fees and clearly publish and label them on its website as the co-contribution fee, along with all pertinent information about the offering. This allows prospective students to be clearly informed of all fee costs and able to compare fees for a qualification across different SAS. The SAS must also provide prospective students with a copy of, or access to, its refund policy prior to enrolment.
- F. Where the SAS must collect a co-contribution fee, it may be paid on behalf of the student by an employer or third party unrelated to the SAS, but cannot be paid or waived by the SAS (whether directly or indirectly), unless approved in writing by the department.
- G. The SAS must charge and collect the fee at the unit of competency level, so that fees for units of competency add up to the total co-contribution fee published by the SAS. The unit of competency fee must be either the total fee divided by the units of competency payable for the qualification (with the exception of competencies assigned an outcome code of 60 or 65, see **Table 4**), or be assigned proportionally based on the relative length of the competencies.
- H. The SAS must retain evidence of co-contribution fees charged and collected. It must report to the department, via its VET activity data submission for each student, the fees collected per unit of competency — with fees reported in whole dollar values for each unit. Fees collected must be reported to the department regardless of who pays the fee on behalf of the student.
- I. SAS must not refund, waive, return payment, or provide a cash payment, or bonus either by way of 'referral fee' or otherwise to any payer of the co-contribution fee (including third parties) or fail to collect the co-contribution fee except as provided for in the relevant program policy.
- J. A student's eligibility for concessional status must be confirmed by the SAS at the time of the student's enrolment and evidence must be retained by the SAS in order to attract the higher government

subsidy. The intent of the higher government subsidy is to enable the SAS to reduce the co-contribution fee and/or provide increased learning support for the concessional (disadvantaged) student. For specific priority population groups who are granted concessional status under a program, such as people with disability, SAS must ensure the student meets the cohort definition as per the AVETMIS Standard.

K. Co-contribution fees cannot be charged for:

- outcome 60 (credit transfer)
- outcome 65 (transitional gap training) — when transitioning a student from a superseded qualification to the new qualification and a completed unit of competency is identified during the mapping process as similar but not equivalent between the superseded qualification and new qualification, therefore gap training and

assessment is required; or when a student has completed a unit of competency and the competency has been superseded and is similar but not equivalent, therefore gap training and assessment is required (however the qualification code remains the same)

- student cohorts exempt from paying fees as specified in the relevant program policy or guidelines.
- L. Cost recovery — atypical and minor charges by SAS are permitted on a cost-recovery basis for services that are not required for the standard delivery of training and assessment services, and awarding of a qualification. This would apply if a qualification has to be reissued — the SAS (or department if applicable) may charge the student for this service on a cost-recovery basis.

Appendix 2: Records maintenance and variation requests

Records maintenance

The SAS is responsible for ensuring the accuracy and currency of information held by the department relating to its business details, contact information and the qualifications it is approved to deliver as listed on its departmental delivery schedule(s) or relevant approval for a program.

For any RTO not listed on the Australian Stock Exchange, this includes notifying and obtaining the consent in writing of the department **prior to** any anticipated change of ownership or change in control being effected (including any changes to senior officer appointments, such as chief executive officer, director, manager or shareholders) to ensure your compliance with the existing SAS Agreement. This means that any notice to the department received after the date of the relevant change will not only impact on the department's ability to make any payments due, but may be a significant breach of the SAS Agreement and the department may have the right to terminate. See the SAS Agreement clause 28 and the notification of change to a SAS' legal entity fact sheet.

To update business details or contact information, the SAS must contact their assigned departmental contract manager in the Contract Management team via email at

contractmanagement@desbt.qld.gov.au or telephone (07) 3025 6689.

Variation requests

For requests to add or remove qualification(s) on a delivery schedule, including any superseding qualifications, a SAS must apply for these variations online through the variations online (VOL) system. SAS can access VOL at

<https://rtovariations.desbt.qld.gov.au/VPSOnline/framework/security/auth/login.aspx>.

If a SAS requests a qualification within an industry area not already on its Delivery Schedule, the SAS will be required to provide evidence of a minimum of six (6) months delivery history (within the last two years) in Queensland with successful outcomes in the full qualification for a minimum of 10 students in the vocational qualification or industry area being applied for in the variation. Additionally, evidence of employer and industry support will also need to be supplied.

SAS should note that qualifications are not automatically added to or removed from a delivery schedule and all additions or removals must be actioned by the SAS via VOL. A SAS can only commence training in a new or superseding qualification as at the date approved by the department and variations will not be backdated by the department.

Appendix 3: Reporting conditions

To make a claim for payment to the department for any training and assessment services delivered, a SAS must provide an electronic data submission to the department utilising a current AVETMISS compliant student management system. It is the responsibility of the SAS to ensure its student management system is compliant against the most current AVETMISS release and Queensland state requirements.

Additionally, the SAS must provide any qualitative reports, which may be a requirement under a program, to the department by the required due date (including reports against key performance indicators).

When reporting training and assessment services to the department, the SAS must:

- A. provide an electronic data submission utilising an AVETMISS compliant student management system that complies with the current AVETMISS release and Queensland state requirements. It is compulsory that the SAS use Partner Portal to upload/submit VET activity data.
- B. submit VET activity data on or before the last working day of each month; for TAFE Queensland, data is to be submitted by the 15th day of each month (to assist the department to manage the high volume of data).
- C. submit accurate and compliant VET activity data in accordance with the following timelines:
 - report enrolments within **30 days** of the unit of competency enrolment
 - report outcomes within **30 days** of completion of the unit of competency.
- D. report for each student, compliant VET activity data that contains complete and correct information against all relevant fields specified for the applicable AVETMISS and Queensland state requirements as superseded, amended or replaced from time to time, including:
 1. SAS Agreement number

2. a verified Unique Student Identifier (USI)
3. date of birth
4. complete student address and contact details, including street number and name; suburb, locality or town; contact telephone number; email address
5. complete student demographic data including, but not limited to, gender, indigenous status, disability status and main language spoken
6. correct fund source code (see **Table 1** and **Table 2** where applicable)
7. whether eligible for a concession (see **Table 3**)
8. delivery mode identifier
9. predominant delivery mode
10. outcome identifier (see **Table 4**)
11. location postcode where training delivery predominantly took place — for online delivery the SAS must report the postcode where the training is coordinated (such as state office), not the student location
12. amount of co-contribution fees collected per unit of competency (rounded to nearest dollar)
13. highest school level completed identifier
14. year highest school level completed – not applicable from AVETMISS release 8.0
15. prior educational achievement flag and identifier
16. VET in Schools flag (if applicable)
17. labour force status identifier for job seekers either 06 or 07 as specified in AVETMISS
18. labour force status identifier for Existing Workers either 01, 02,

03, 04 or 05 as specified in AVETMISS

19. actual hours of training and assessment delivered where the student has engaged in the learning activity and withdrawn from the unit of competency prior to completion (see **Table 4**)
 20. when all requirements for the successful completion of the qualification, course or skill set have been met, the student must be reported in the Program Completed file (NAT130); until the certificate is issued to the student — the 'issued flag' in the Program Completed file must remain as an 'N' (Not Issued) value
 21. when the certificate is issued to the student, the 'issued flag' value in the Program Completed file must be changed to 'Y' (Issued)
 22. date program completed
 23. parchment issue date
 24. Purchasing Control Schedule Identifier field NAT120 (unique code issued by the department)
 25. student's telephone number and email address NAT85
 26. any other information as requested by the department.
- E. comply with the following:

Total VET activity reporting: The SAS must comply with the mandatory total VET activity (TVA) requirements of reporting all VET activity, including FFS (domestic and international) delivery, with the exception of where an exemption has been granted by ASQA.

Unique Student Identifier (USI): All students (new and continuing) participating in nationally recognised training in Australia from 1 January 2015 are required to have a verified USI.

As legislated (Student Identifiers Act 2014 – Part 5 Section 53), an RTO must not issue a VET Statement of Attainment

and/or a VET Qualification to a student that hasn't been assigned an USI, except where an exemption applies.

Credit transfer: The SAS must report any unit of competency available for credit transfer as a credit transfer, as per the rules under the relevant training package or accredited course. It is the responsibility of the SAS to check a student's statement of attainment or record of results when they have previously undertaken training to determine if any completed units of competency can be counted towards, and are relevant to, the qualification in which the student intends to enrol. If yes, the SAS must record the unit of competency as a credit transfer and it will be counted as part of the maximum number of units of competency payable for the qualification.

Location loadings: Loadings will be paid to SAS to encourage delivery in identified country and remote areas in Queensland, and in Cape York and the Torres Strait. SAS will be required to report the postcode and locality name of where training was delivered to claim and receive an applicable location loading.

Locations attracting the loading and the loading amounts can be found in the Localities and Location Loadings List. To ensure location loadings are only payable where the SAS has incurred additional costs through actual local delivery, eligibility to claim the loading will be restricted to classroom-based (10) and employment-based (30) delivery modes only, and internal delivery (I) and workplace-based (W) predominant delivery modes only.



Appendix 4: Payment terms

- A. The government subsidy will be paid to the SAS as units of competency are delivered and accurately reported. All payments will be made at an individual unit of competency level if applicable, with payable outcomes as per **Table 4**.
- B. The maximum claim for any unit of competency is calculated by dividing the government subsidy by the competency count payable for the qualification. Claimed units of competency in excess of the maximum number payable will not be paid by the department.
- C. For training and assessment services, payments to SAS are generally made monthly only for the data which is error free and addresses all requirements and fields specified in **Appendix 3** (i.e. data which meets the AVETMIS Standard and all program rules and departmental validations for delivery and payment). If payment is not received, the SAS should review its data submission to correct errors and/or incomplete data, for payment in the following month.
- D. All payments to a SAS will be made via electronic funds transfer to a bank account nominated by the SAS. It is the responsibility of the SAS to inform the department of any changes to its bank account details.
- E. To support both national reporting obligations and the department's budget management, the SAS must comply with the notified timelines for submission of compliant VET activity data to the department. No payment will be made for training and assessment services not reported to the department in accordance with the timelines stated in this policy (see **Appendix 3**).
- F. Any changes to the government subsidy for a qualification will only apply to students who commence training from the date specified by the department, which will be an appropriate period after the announcement of the change by the department.
- G. For recommencing students, the government subsidy will be equal to the residual value of the government subsidy for the qualification at the time of the student's recommencement. For example, if the government subsidy for a qualification is \$3000 and the maximum number of payable units of competency is 10 (i.e. \$300 per unit), then if a student recommences after completing four units (i.e. six units remaining), the residual value will be \$1800 calculated as follows — six units x \$300 = \$1800.
- H. In the event that a qualification is superseded by a new qualification, the SAS will transfer students from the original qualification to the new qualification in accordance with ASQA's General Direction — Learner Transition and Clauses 1.26 and 1.27 in the Standards for Registered Training Organisations (RTOs) 2015.
- I. Outcome Code 65 — 'Transitional Gap Training' — this payment code is only to be reported where a student is transitioning from a superseded qualification into a new qualification or previously completed competencies have been superseded, and the new competencies do not directly map, therefore necessitating gap training and assessment to address the variance in the new competencies. The SAS can report this outcome code, in recognition of delivery, to generate payment against the relevant SAS Agreement for the new competencies.
- J. See **Appendix 6** for training and assessment services which are not funded by the department and will not be paid.

Appendix 5: Data tables

Table 1: Fund source codes — Certificate 3 Guarantee

SAS **must** report the correct fund source code for the student enrolled under the Certificate 3 Guarantee delivery schedule (based on the eligibility rules for the cohort) from the list below:

Fund source code	Applicable student cohort
ENT	Mainstream student
VSS	VET in Schools (secondary school students)
SQT	Skilling Queenslanders for Work
AP3	Adult prisoners
YD3	Youth in detention
BW3	Back to Work (C3G Plus)

Table 2: Fund source codes — Higher Level Skills program

SAS **must** report the correct fund source code for the student enrolled under the Higher Level Skills delivery schedule (based on the eligibility rules for the cohort) from the list below:

Fund source code	Applicable student cohort
ENH	Mainstream student
HLT	Student accessing VET FEE-HELP / VET Student Loans
APH	Adult prisoners

Table 3: Concessional or non-concessional identifier — all programs

Code	Definition
C	Concessional student — meets eligibility criteria at enrolment for concessional status under the relevant program.
N	Non-concessional student — does not meet eligibility criteria at enrolment for concessional status under the relevant program.



Table 4: VET activity outcome identifier and payment

Outcome identifier	Description that applies to unit of competency/module Refer to www.ncver.edu.au	Maximum payment
20	Competency achieved/pass (i.e. sufficient evidence has been gathered that competency has been met/completed, as expressed by the relevant endorsed industry/enterprise competency standards of a training package or learning outcomes of an accredited course)	100%
30	Competency not achieved/fail (i.e. where sufficient evidence has been retained to validate the supplier's decision to report a student as not competent, or as not satisfying one or more of the requirements for the unit of competency/module)	100%
40	Withdrawn — the student has engaged in some learning activity and has then notified the SAS of their withdrawal before completing all the assessment criteria; or the student has engaged in some learning activity and then stopped attending or submitting assessments (i.e. discontinues) without notifying the SAS (in this case the SAS should be satisfied the student will not return to complete the competency). Notes: <ul style="list-style-type: none"> • SAS must be able to show evidence of student engagement in the training. • Where the SAS claimed a 40 outcome for a student (i.e. received 50% payment) and subsequently, for the same student and unit of competency/module, claimed an outcome that pays 100% (for example, 20 or 30 outcome) then — unless approved by the department — the SAS is only entitled to payment of the balance owing between the previous amount paid for the 40 outcome and the amount now due for the 100% claim. See SAS Agreement, clause 10 overpayments. 	50%
51	Recognition of prior learning (RPL) — granted (i.e. evidence retained by the supplier must incorporate all of the assessments undertaken for the RPL process along with any other supporting documentation) Note: Not payable for foundation skills training and lower-level vocational qualifications (i.e. certificate levels I and II).	100%
52	RPL — not granted	0%
60	Credit transfer	0%

Outcome identifier	Description that applies to unit of competency/module Refer to www.ncver.edu.au	Maximum payment
65 (department code)	Transitional Gap Training — this payment code is only to be reported where a student is transitioning from a superseded qualification into a new qualification or previously completed competencies have been superseded, and the new competencies do not directly map, therefore necessitating gap training and assessment to address the variance in the new competencies. The RTO can report this outcome code, in recognition of delivery, to generate payment against the relevant SAS Agreement for the new competencies.	5%
70	Continuing activity	0%
81	Non-assessable activity — satisfactorily completed	0%
82	Non-assessable activity — withdrawn or not satisfactorily completed	0%
85	Not yet started	0%

Note: The use of outcome identifier codes must be in accordance with the current AVETMISS release with the exception of outcome code 65 which is defined by the department.



Appendix 6: Training and assessment services not funded

Table 5: No payment to apply

Service provision	Payment conditions
A. Delivery of any unit of competency or module through RPL under a foundation skills/LLN course or certificate I and II level vocational qualifications.	No payment
B. Provision of training and assessment services to a student beyond the prescribed period, as specified in ASQA's General Direction — Learner Transition and clauses 1.26/1.27 of the <i>Standards for Registered Training Organisations (RTOs) 2015</i> (as superseded, replaced or amended from time to time) for that superseded qualification.	No payment
C. Provision of training and assessment services to a student who was enrolled after the transition end date specified for the relevant qualification.	No payment
D. Provision of training and assessment services where the SAS has not complied with all requirements in the SAS Agreement and this policy.	No payment
E. Provision of training and assessment services to a student in excess of the maximum payable competency count specified in the Priority Skills List, irrespective of whether or not the student received training or assessment against the competency count for the relevant qualification from another RTO or SAS.	No payment
F. Provision of training and assessment services that are not reported within the timeframe specified in this policy. Note: SAS must still report this provision to the department.	No payment
G. Training and assessment services provided to a student who has previously been assessed as competent for the same unit of competency or module.	No payment
H. Provision of training and assessment services to a student for whom the SAS is not approved by the department to deliver training and assessment services to under the program.	No payment
I. Training and assessment services provided to a student where the SAS has received funding or payment in relation to those services from any other source.	No payment
J. Provision of training and assessment services in a qualification or course for which the SAS does not hold authorisation from the department to deliver under the program. This may include enrolling a student before the start date specified in the department's letter of authority to the SAS, or before the variation request to add the qualification to the SAS' program approval or delivery schedule has been approved by the department.	No payment
K. Delivery of any unit of competency which is not in accordance with the relevant training package rules.	No payment

Service provision	Payment conditions
L. Vocational/work placement will not receive any extra government funding in addition to the government subsidy for the qualification, irrespective of whether it is a compulsory component of the qualification (i.e. mandated as compulsory by the training package rules or ASQA). No payment also applies to workplace simulation.	No payment
M. These units of competency will not be funded when delivered in isolation as a standalone unit: FSKLRG003 Use short and simple strategies for career planning, FSKLRG006 Participate in work placement, FSKLRG007 Use strategies to identify job opportunities, FSKLRG010 Use routine strategies for career planning, FSKLRG014 Manage strategies for career progression, FSKLRG018 Develop a plan to organise routine workplace tasks, including their direct replacements if superseded.	No payment
N. Non-assessable activity (outcome codes 81 and 82).	No payment



Appendix 7: Definitions that apply

Act means the *National Vocational Education and Training Regulator Act 2011* (and includes any commenced amendment affecting the legislation, such as *the National Vocational Education and Training Regulator Amendment Act 2015*).

AISS means apprentices/all students information self-service system/tool. To find out how to access and use AISS visit www.desbt.qld.gov.au/training/apprentices/manage/aiss.

AQF or Australian Qualifications Framework means the national policy for regulated qualifications in Australian education and training. The AQF incorporates the qualifications from each education and training sector into a single comprehensive national qualifications framework.

AQTF or Australian Quality Training Framework means the national set of compliance standards that the training provider must meet to become an RTO. Since the establishment of ASQA, the former AQTF standards have been replaced by the *Standards for Registered Training Organisations (RTOs) 2015*.

ASQA means the Australian Skills Quality Authority — the national regulator for Australia's vocational education and training sector.

Australian permanent resident means a non-citizen (being usually a resident in Australia) who is the holder of a permanent visa. The prospective student will need to show evidence they were granted a permanent visa. For example, a visa label on their passport or formal communication from the Australian Government. Further information on visas and acceptable evidence can be sourced from the Department of Home Affairs at www.homeaffairs.gov.au.

AVETMISS means the *Australian Vocational Education and Training Management Information Statistical Standard* published by the National Centre for Vocational Education Research (NCVER).

co-contribution fee means the non-government financial contribution to the cost of the training and assessment services provided by the SAS — the fee is paid to the SAS.

competency count means the minimum number of units of competency specified by the training package that are needed to achieve the qualification outcome. The minimum number of units of competency will be the maximum number of competencies payable for a qualification.

Note: Competency count may be replaced by **module count or points count** for certain qualifications or accredited courses. **Points** mean the value specified by the relevant training package for a unit of competency.

concessional student means as defined in the relevant policy or guidelines for the program.

conflict of interest means, in the reasonable opinion of an independent observer, the interest of the SAS comes into conflict with, or opposition to, the objectives or standards within the SAS Agreement, this SAS Policy or the relevant program policy.

control means with respect to an RTO entity, the ability or capacity to determine the outcome of decisions about that entity's financial and operating policies.

delivery schedule means the attachment to the SAS letter of authority (i.e. approval) showing the qualification or list of qualifications the SAS is approved to deliver for a program, in accordance with the requirements stated in this SAS Policy and the applicable Program Policy.

department means the Queensland Department of Employment, Small Business and Training.

department's policies means the department's policies regulating Skills Assure Suppliers and policies regulating a program including, without limitation, Evidence Guides which means the Department's Audit Evidence Requirements (VET Investment Programs), as published

from time to time on the department's website (www.desbt.qld.gov.au/training) or other website notified by the department.

entity includes a corporation, a person, a partnership, an incorporated association and an unincorporated body.

existing worker means a current employee who has a one month or more employment relationship with their employer and has actively fulfilled work duties for this period. The one month working relationship could be full-time or on a part-time/casual employment equivalent basis. Existing workers have access to employee entitlements and therefore do not include volunteers. Registration with

a Labour Hire Company does not satisfy the 'existing worker' requirement, unless at the commencement of the training the prospective student has been engaged in employment

for a period of one month or more and is currently employed.

government subsidy means the amount of public funding the Queensland Government will contribute towards the cost of training and assessment services for an eligible student in a subsidised qualification or course. The subsidy is paid directly to the SAS.

inclusive practice means a training and assessment approach where all students are supported, valued and respected for their differences as they develop new skills. For further information, see www.desbt.qld.gov.au/training/providers/inclusive.

inducement means the offer of gifts or money to a person or business to entice or persuade that person or business.

key personnel means, in respect of an entity an individual:

- (a) who is concerned in or takes part in the management of the entity;
- (b) who is an employee or agent of the entity with duties of such responsibility that his or her conduct may fairly be assumed to represent the entity in relation to its business;

- (c) who exercises a degree of control or influence over the management or direction of the entity including those who participate in making decisions that affect the business of the applicant or who has the capacity to significantly affect the future operations and financial standing;
- (d) who has the ability or capacity to determine the outcome of decisions about the financial and operating policies of the entity.

module means a unit of education or training that can be completed on its own or as part of an accredited course. Modules may also result in the attainment of one or more units of competency.

For **module count** see **competency count**.

National VET regulator means the body established by section 155 of the *National Vocational Education and Training Regulator Act 2011*.

NVR registered training organisation means an organisation registered by the National VET Regulator as a registered training organisation under the *National Vocational Education and Training Regulator Act 2011*.

program means a Queensland Government investment program for subsidising training and assessment services to achieve a nationally recognised training outcome for eligible students.

prohibited subcontract has the meaning given to it in clause 18.7 of the SAS Agreement. A Prohibited Subcontract:

- a) is any subcontract or arrangement under which the counterparty (other than the SAS) undertakes any one of the following activities:
 - i. promoting, marketing, or advertising:
 - the Program; or
 - the supplier's status as a SAS for the Program;
 - ii. training or business development in respect of activities listed in paragraph (a);

- iii. recruiting or enrolling Students into Qualifications on the Supplier's Delivery Schedule [with the exception of third party recruitment or enrolment under School TPAs]; or
 - iv. under which a third party is subcontracted to deliver more than 50% of the Services associated with any Qualification listed in the Delivery Schedule; and
- b) is any subcontract or arrangement between the SAS and a Related Party, without the express written consent of the Department (which may or may not be given subject to conditions), acting reasonably.
- c) does not include School TPAs.

recognition of prior learning or RPL means an assessment process that assesses an individual's formal, non-formal and informal learning to determine the extent to which that individual has achieved the required learning outcomes, competency outcomes, or standards for entry to, and/or partial or total completion of, a VET qualification.

record means a written, printed or electronic document providing evidence that activities have been performed.

record of results means a record of all learning leading to an AQF qualification or an accredited unit in which a student is enrolled and is issued by an authorised issuing organisation. In Australia this may be called a transcript of results, academic transcript, record of achievement or statement of results.

registration means formal registration by the National VET Regulator under the Act. A training organisation/person covered by the Act must be registered in order to deliver and assess nationally recognised training, and issue nationally recognised VET qualifications.

Related Body Corporate has the meaning given to related body corporate in the *Corporations Act 2001* (Cth).

RTO means a training organisation listed on the National Register as a registered training organisation.

scope of registration means the training products for which an RTO is registered to issue AQF certification documentation. It allows the RTO to provide (a) both training delivery and assessment resulting in the issuance of AQF certification documentation by the RTO; or (b) assessment resulting in the issuance of AQF certification documentation by the RTO.

skill set means a single unit of competency or combination of units of competency from one or more training packages that link to a licence, regulatory requirement or defined industry need. Nationally endorsed skill sets have been approved by ASQA and assigned a code for reporting purposes. Priority skill sets subsidised under this SAS Policy are published on the Priority Skills List on the department's website.

Skills Assure supplier (SAS) means a registered training organisation pre-approved by the department to deliver publicly funded training and assessment services for a program in Queensland (also referred to as 'supplier' in the SAS Agreement).

small business means a business or employer that employs less than 20 people as per the definition used by the Australian Bureau of Statistics.

Standards for Registered Training Organisations (2015) mean the conditions that National VET Regulator RTOs must comply with as regulated by ASQA. The purpose of the Standards is to: (a) set out the requirements that an organisation must meet in order to be an RTO; (b) ensure training products delivered by RTOs meet the requirements of training packages or VET accredited courses, and have integrity for employment and further study; and (c) ensure RTOs operate ethically with due consideration of the needs of learners and enterprises.

student or learner or participant means an eligible individual who is enrolled with a SAS under the program and has commenced training.

Student Identifiers Act 2014 means an Act to provide for student identifiers and access to transcripts relating to vocational education and training, and for related purposes.

third party means any entity, organisation or person that is not a part of the RTO entity awarded SAS status (i.e. not employed by the SAS, nor within its organisational structure such as a director).

A third party operates as a separate entity, either with or without a contract or agreement with the SAS. Without limitation, a third party is related to the SAS if:

- (a) the third party is a Related Body Corporate of the SAS; or
- (b) there is any commonality in the key personnel of the third party and the key personnel of the SAS.

training package means an integrated set of nationally endorsed standards, guidelines and qualifications for a specific industry, sector or workplace. Each training package provides consistent components for training and assessment/recognising skills.

Unique Student Identifier (USI) means an account or reference number issued by the USI Registrar that uniquely identifies an individual undertaking nationally recognised training over their lifetime.

The USI allows collation of an individual's educational attainments for analysis and research purposes while protecting individual privacy.

units of competency mean the specification of industry knowledge and skill, and the application of that knowledge and skill to the standard of performance expected in the workplace and — where applicable for the course or qualification — may refer instead to points or modules.

VET means vocational education and training.

VET accredited course means (a) if the National VET Regulator has delegated to a body the function of accrediting a course, a course accredited by the body under the delegation; or (b) in any other case, a course accredited by the National VET Regulator. Courses subsidised under this SAS Policy

are published on the Priority Skills List on the department's website.

VET qualification means a testamur, relating to a VET course, given to a person confirming that the person has achieved learning outcomes and competencies that satisfy the requirements of a qualification. Qualifications subsidised under this SAS Policy are published on the Priority Skills List on the department's website.

VET Quality Framework means the set of standards and conditions that ASQA uses to assess whether an RTO meets the requirements for registration and comprises the following: (a) *Standards for Registered Training Organisations (RTOs) 2015*; (b) AQF; (c) Fit and Proper Person requirements; (d) Financial Viability Risk Assessment requirements; (e) Data Provision requirements.

VET regulator means (a) the National VET Regulator; and (b) a body of a non-referring State that is responsible for the kinds of matters dealt with by the Act.

VET statement of attainment means, in relation to units of competency or modules of a VET course, a statement given to a person confirming that the person has satisfied the requirements of the units of competency or modules specified in the statement.

Year 12 graduate means the individual has completed Year 12 in Queensland and holds a senior statement issued by the **Queensland Curriculum and Assessment Authority (QCAA)** or equivalent certification.