



**Opulence
College**

Monitoring of Service Provider Partners Policy and Procedure

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1. PURPOSE

- 1.1. This document specifies Opulence College's (the College) approach to monitoring its third-party service provider partners to ensure they maintain compliance with their agreements and maintain the integrity of the Australian vocational education and training industry.
- 1.2. It also ensures the College monitors its third-party arrangements to guarantee learners and prospective learners receive appropriate, high quality training and support services and accurate information about any training they choose to undertake.

2. SCOPE

- 2.1. This policy applies to all staff in the College and all of the College's engaged third-party service provider partners.

3. DEFINITIONS

- 3.1. *Delegated College Representative* refers to an Opulence College team member that has been allocated a specific task to complete as part of their duties
- 3.2. *Third-party* refers to:
 - a) a person or organisation (in or outside Australia) who recruits overseas students and refers them to education providers. In doing so, the education agent may provide education counselling to overseas students as well as marketing and promotion services to education providers as define in the *National Code of Practice for Providers of Education and Training to Overseas Students 2018 and ESOS Act 2000*; and
 - b) any party that provides services on behalf of the RTO as define in the Standards for Registered Training Organisations 2015. This definition does not include a contract of employment between an RTO and an employee.
- 3.3. *Services* means training, assessment, related educational and support services and/or any activities related to the recruitment of prospective learners. It does not include services such as student counselling, mediation or information and communications technology (ICT) support. Educational and support services may include;
 - a) pre-enrolment materials
 - b) study support and study skills programs
 - c) language, literacy and numeracy (LLN) programs or referrals to these programs
 - d) equipment, resources and/or programs to increase access for learners with disabilities and other learners
 - e) learning resource centres
 - f) flexible scheduling and delivery of training and assessment
 - g) learning materials in alternative formats, for example, in large print
 - h) learning and assessment programs contextualised to the workplace, and

- i) any other services that the RTO considers necessary to support learners to achieve competency.

4. POLICY STATEMENT

- 4.1. Prior to entering into a third-party arrangement, the College will detail to the identified partner its position on monitoring its service partners and the obligations involved.
- 4.2. All third-party service partners are engaged through a formal written agreement, which is kept on file by the College.
- 4.3. The agreement will be monitored and reviewed periodically as per the written agreement register.

5. PROCEDURE

- 5.1. The College CEO, or delegated college representative, is responsible for the completion of all monitoring activities of third-party service provider partners.
- 5.2. Each third-party service provider partner will be reviewed formally on a yearly basis. This review will take place on, or as near to as possible, the anniversary of the agreement being executed.
- 5.3. As defined in the written agreement, the review will cover the following broad pillars;
 - a) Agreement obligations
 - b) Quality of service provided (such as from feedback from prospective learners and students, complaints and appeal via Ombudsman)
 - c) Quality of students (such as report on visa refusal, cancellation, non-progression and misconduct)
 - d) Communication
 - e) Data sharing and integrity
 - f) Opportunities for improvement
 - g) Agreement amendments
- 5.4. An individualised monitoring template will be created and completed during the review.
- 5.5. Each review will require, at the very least, one representative from both the College and the third-party service provider partner to be present. This supports two-way feedback between the College and the third party.
- 5.6. Upon completion of the monitoring review, the College CEO or delegated college representative, will prepare a monitoring report. If, at this time, as a result of the monitoring activity, the College may either:
 - cancel the agreement with the third-party;
 - implement a preventative or corrective action with a warning, or
 - no issue found and no improvement action required;the third party will be informed via writing and in accordance with the written agreement.

- 5.7. The College will provide an opportunity for the third party to provide feedback on the final monitoring report.
- 5.8. Copies of the monitoring report and all communication throughout the process will be kept on file.

6. RESPONSIBILITIES

- 6.1. Opulence College implements a RASCI Responsibility Matrix to assign and display responsibilities of individuals to carry out a process within the organisation.

R - Responsible – the person who is responsible for carrying out the entrusted task, monitoring compliance and maintaining records.

A - Accountable (also Approver) – the person who is responsible for the whole task and who is responsible for what has been done.

S - Support – the person who provides support during the implementation of the process.

C - Consulted – the person who can provide valuable advice or consultation for the process.

I - Informed – the person who should be informed about the process.

	CEO	Program Manager	Compliance Officer	Student Support Officer	Trainers & Assessors
R	X				
A	X				
S		X			
C			X		
I				X	X

Policy and Procedure Contact Person	Alex Wong
Contact Details	opulencecollege@gmail.com

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