

# **Learner Support Services Service Agreement**

Between [Name of WorkReady LSS Service Provider]

And [Name of WorkReady Service Provider receiving LSS]

**FOR THE PERIOD** [Insert Date]

## INTERPRETATION

In this Service Agreement unless context otherwise requires:

- 1.1 **[ABBRV]** stands for [LSS Provider]
- 1.2 **[ABBRV]** stands for [WorkReady RTO]
- 1.3 **LSS** stands for Learner Support Services
- 1.4 **LSS Case Manager** refers to [LSS Provider] staff responsible for delivering Learner Support Services
- 1.5 **Eligible Student** refers to a person enrolled in training who is eligible to access Learner Support Services
- 1.6 **Common Client** refers to a person who is accessing Learner Support Services through [LSS Provider]
- 1.7 **DSD** stands for Department of State Development
- 1.8 **RTO** stands for Registered Training Organisation
- 1.9 **UAN** stands for Upfront Assessment of Need
- 1.10 **PCTS** stands for Post Course Transition Support
- 1.11 **Service Provider** refers to a Registered Training Organisation with a WorkReady Head Agreement with the Department of State Development
- 1.12 **LSS Provider** refers to a WorkReady Service Provider contracted by the Department of State Development to deliver Learner Support Services

## INTRODUCTION

LSS provides, free of charge, non-clinical case management support to WorkReady students who face complex barriers to sustaining and completing their studies. The provision of LSS is funded by DSD to increase the retention of students and the completion of their enrolled qualification.

LSS Providers have been assessed and selected by DSD as having the expertise and functional capacity to provide case management support.

Service Providers who wish to refer students for LSS provide a supportive learning environment for their students in accordance with ASQA standards, the Accredited Training Service Agreement (ATSA) and its Directions, and WorkReady Upfront Assessment of Need requirements. They seek the provision of LSS for students whose support needs are more complex than their existing support provisions can meet.

This Agreement outlines the conditions under which [LSS provider] will provide Learner Support Services to eligible students of [WorkReady Provider] during the period of training and up to 12 weeks of Post Course Transition Support for students who have participated in a Qualification Project.

The Agreement outlines the roles and responsibilities of both organisations to ensure their common clients receive the best possible services. Both organisations will ensure that eligible students have ready access to Learner Support Services.

The Agreement establishes a best practice model for working together to provide quality services to common clients who require LSS assistance to engage with and succeed in vocational education and training. It is acknowledged that students will be more job-ready if they complete their VET qualification.

Each party shall act diligently and in good faith in their performance of their obligation under the Service Agreement. The Agreement does not, and is not intended to create legal partnership between the parties or otherwise be enforceable.

**Adhering to this agreement is a condition of ongoing LSS provision to the referring Service Provider.**

## ORGANISATIONAL SELF-ASSESSMENT and UPFRONT ASSESSMENT OF NEED

- 3.1 Service Providers who wish to refer their students for LSS must complete an Organisational Self-Assessment (on the WorkReady website: <http://www.skills.sa.gov.au/forms-and-publications/for-training-providers#learner>). This assessment requires Service Providers to describe the supports they provide to students in accordance with ASQA standards, the ATSA and its Directions and the WorkReady Upfront Assessment of Need. This provides evidence that the Service Provider has a supportive teaching and learning environment and is not seeking LSS provision to replace the normal student supports expected of them. The information provided in the assessment will be relied on by LSS Case Managers when providing LSS.

- 3.2 The Self-Assessment will be evaluated by DSD. If DSD considers that the Service Provider has not provided sufficient information about its existing student support, or plans to address gaps, then DSD may request further information. If DSD considers the information to be inadequate, or that the information fails to describe a supportive teaching and learning environment in accordance with the expectations of the upfront assessment of need, then DSD may decide the Service Provider cannot access LSS until gaps have been addressed.
- 3.3 In addition, Service Providers must assess each student's learning and support needs as part of the WorkReady Upfront Assessment of Need including planning and implementing strategies to meet the individual needs of learners, in accordance with the ATSA and its Directions. See the WorkReady website for the UAN Working Instructions and associated documents: <http://www.skills.sa.gov.au/forms-and-publications/for-training-providers#upfront>

## OBJECTIVES

This Agreement aims to have in place a process where both parties work together to:

- 4.1 Ensure there is ongoing communication and sharing of information.
- 4.2 Enable LSS Case Managers and [SERVICE PROVIDER] staff to provide services and support for their common clients.
- 4.3 Ensure there is no duplication of services that the common client may already or could be accessing from another agency or organisation.
- 4.4 Determine the best delineation and complementarity of supports offered by each organisation when addressing issues around life, learning and transition while training is being completed

## DESCRIPTION OF SERVICES

- 5.1 LSS enables RTOs to provide a service to students over and above their current general provision of student support services.
- 5.2 LSS Case Managers build collaborative partnerships with external agencies with the aim of supporting students who have barriers to learning; supporting retention in training and assisting students with complex support needs to complete their qualifications and transition to further study or employment. LSS is not intended to replace existing student support provision by RTOs but to enhance it.
- 5.3 To commence the provision of LSS to a common client:
- [Service Provider], on behalf of the client, can initiate contact with [LSS Provider] LSS Case Manager; OR
  - The client can self-refer to [LSS Provider] LSS Case Manager via the contact details provided; AND
  - Each client that is referred for LSS will be assessed for eligibility, *refer Appendix D*.
- 5.4 The LSS Case Manager works collaboratively with the student, trainer and external agency to address the student's support needs and assist the student to participate and complete their course and transition into employment or further training.
- 5.5 Support needs that students may present with under LSS are categorised into the domains of "Living, Learning and Transitions". Supports provided can address one or more needs across any or all three domains *refer Appendix C*. The focus of all support provided is to enable the student to continue with and successfully complete their study
- 5.6 LSS addresses complex issues that may impact on living, learning and transition and provides:
- Course and career counselling
  - Internal (within the RTO) liaison and advocacy
  - Internal and external referral and advocacy (eg health, housing, legal, Centrelink/jobactive/DES)

- In-class and study skills support
- Personal and peer support; and
- Assistance with vocational placements.

LSS Post Course Transition Support provides similar supports in an employment or further training environment to support successful transition outcomes from Qualification Projects.

## **DELIVERY VENUE**

- 6.1 Learner Support Services may be provided at any relevant delivery venue and/or work placement venue.
- 6.2 Venue used must comply with WHS regulations.

## **DURATION OF AGREEMENT**

- 7.1 The Agreement will commence when executed by both parties and will continue until the end of the current Learner Support Services funding period, as specified on page one of this Agreement. After this period both parties will review the Agreement with a view to continuing in the next funding period.

## **TERMINATION AND VARIATION**

- 8.1 Any party may terminate the Agreement by giving notice in writing at any time. Variations to the Agreement will only be made in writing and signed by both parties. Termination of the contract will result in cessation of LSS for students from the referring Service Provider.

## **CONSENT OF CLIENTS**

- 9.1 Each party confirms that it will not disclose the identity or details of common clients to one another without the completion of the relevant consent forms, refer Appendices A and B. To avoid any doubt, the parties for the purpose of gaining advice, assistance or determining whether a referral is appropriate, may discuss the details of a common client without disclosing the client's identity.

## **CONFIDENTIALITY**

- 10.1 Each party agrees to keep confidential all 'Shared Information' about their common clients.
- 10.2 Each party agrees to ensure its staff and related entities comply with the confidentiality and sharing of information requirements of this Agreement, the WorkReady ATSA and their organisation's confidentiality policies and procedures.

## **COMPLIANCE with Law and Government Policy**

- 11.1 Each party will, at their expense, at all times, maintain all authorisations, licences and consents necessary for each party to provide the services under this Agreement.

## **LIABILITY**

- 12.1 Each party confirms that it carries out the Agreement at its own risk and will not be responsible for any loss or damage another party suffers as a result of carrying out their roles and responsibilities.

## **FEES AND INVOICING**

- 13.1 Learner Support Services (LSS) is funded by the Department of State Development.

## **MARKETING AND ADVERTISING**

- 14.1 [Service Provider] will obtain [LSS Provider's] approval for all advertising content that relates to the provision of Learner Support Services prior to publishing.

### **[LSS PROVIDER] OBLIGATIONS**

[LSS Provider] will:

- 15.1 Ensure that its role is performed in a manner and to a standard that meets the requirements of current legislation and LSS Guidelines.
- 15.2 Ensure that its employees are aware of and comply with this Agreement, and are sufficiently qualified, skilled and experienced to meet [LSS Provider's] obligations.
- 15.3 Ensure [LSS Provider] LSS Case Managers have undertaken all "essential training" required by the LSS Guidelines.
- 15.4 Provide [Service Provider] with a copy of the current DCSI Police Clearance and Child Safe Environment certificate for its LSS Case Managers.
- 15.5 Provide the amount of and level of support required by each common client to sufficiently address issues identified within the 'Support Plan'.
- 15.6 Ensure eligible students complete and sign the following mandatory forms when accessing LSS:
  - WorkReady LSS Consent Form (*Appendix A*)
  - WorkReady LSS Support Plan (*Appendix B*)
- 15.7 Collect personal information about each common client for the purposes of DSD reporting under the LSS contract.
- 15.8 Prior to submission of the LSS Reporting Spreadsheet to DSD, provide [Service Provider] with a copy of the Spreadsheet for the purpose of completing any missing client data and confirmation of client participation.
- 15.9 [LSS Provider] agrees that during the term of this Agreement it will not solicit business from any client of [Service Provider] in the State in which [LSS Provider] performs services for [Service Provider] under this Agreement

### **[Service Provider] will: [SERVICE PROVIDER] OBLIGATIONS**

- 16.1 Ensure that all relevant employees are aware of and comply with this Agreement.
- 16.2 Undertake to ensure that the Agreement will be provided in a manner and to a standard that meets the requirements of current legislation.
- 16.3 Maintain accurate records.
- 16.4 Provide [LSS Provider] with critical data for DSD reporting within 5 working days of the request.
- 16.5 Provide eligible students with an opportunity to meet with the LSS Case Manager via an agreed introduction process.
- 16.6 Refer eligible students to LSS and support eligible students to self-refer to the service as required.
- 16.7 Communicate with the LSS Case Manager to negotiate suitable times for the provision of LSS support including but not limited to; in-class support, external appointments/referrals and personal support.
- 16.8 Complete the 'Organisation Self-Assessment – Underpinning Student Supports' prior to the commencement of LSS provision, refer to the WorkReady website:  
<http://www.skills.sa.gov.au/forms-and-publications/for-training-providers#learner>

### **CONDITIONS OF THE AGREEMENT**

- 17.1 No addition or modification of any provision of this Agreement shall be binding upon the parties unless made by written instruction signed by the parties.
- 17.2 The terms of this Agreement commence at the date of execution of the Agreement (“the commencement date”) and expires at the end of the current Learner Support Services funding period, as specified on page one of this Agreement.
- 17.3 The parties to this Agreement acknowledge and express a general willingness to negotiate a settlement of all disputes in relation to this Agreement. And if either party has concerns over one not performing its obligations under this Agreement, the parties shall use their best endeavours to reach such a settlement. If a settlement cannot be reached the parties agree:
- i) to submit to a process of mediation determined by [LSS Provider]; and
  - ii) to abide by the recommendation of such mediation process.

## **PERSONAL INFORMATION**

- 18.1 In the execution of this Agreement, [Service Provider] agrees to collect from participants, only relevant personal information as per the Learner Support Services requirements. Furthermore, such personal information shall be treated with the strictest confidence and in accordance with the National Privacy Principles. [Service Provider] shall not disclose such personal information to any other third party, without prior consent from the individual/s.

## **WORK HEALTH & SAFETY (WHS)**

- 19.1 Consultation is essential to ensure that everyone associated with the Memorandum of Agreement has a shared understanding of what the risks are, which workers and/or learners are affected and how the risks will be controlled in discharging individual and shared duties to manage health and safety.
- 19.2 [LSS Provider] and [Service Provider] acknowledge WHS obligations to:
- i) identify all reasonably foreseeable hazards;
  - ii) eliminate or minimise risk so far as is reasonably practicable;
  - iii) consult, co-operate and co-ordinate activities so far as is reasonably practicable with all other parties who have a duty in relation to the same health and safety matter;
  - iv) consult with workers and/or learners who are (or are likely to be) directly affected by a health and safety matter related.
- 19.3 Prior to, or at the commencement of, the Agreement [LSS Provider] and [Service Provider] agree to:
- i) ensure and document that health and safety measures are identified and implemented; and
  - ii) establish an ongoing health and safety consultation process to effectively identify and address shared health and safety matters.

**Agreement:**

**[Service Provider]** \_\_\_\_\_

**ABN:** \_\_\_\_\_

**Short form name:** \_\_\_\_\_

**Name and Title of Authorised Officer:** \_\_\_\_\_

**Signature of Authorised Officer:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **20.....**

**[LSS Provider]** \_\_\_\_\_

**ABN:** \_\_\_\_\_

**Short form name:** \_\_\_\_\_

**Name and Position of Authorised Officer:** \_\_\_\_\_

**Signature of Authorised Officer:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **20.....**

**LSS CONSENT TO DISCLOSURE/EXCHANGE OF PERSONAL INFORMATION**

Learner Support Services (LSS) is designed to provide students with one-on-one support while studying with the aim of helping to deal with life, learning and transition issues affecting their studies. In order to provide coordinated support and to monitor student success, agreement from students is needed for LSS Case Managers to share information about the student with relevant people and organisations.

As a Participant in Learner Support Services, I agree to the South Australian Department for State Development (DSD) sharing my personal information, including my academic results and details of the support provided to me, with all parties involved in the LSS Program for the purposes of:

- Tracking my progress with my VET studies.
- Ensuring effective support is provided to me.
- Referring me to agencies that can provide me with more support or other related services.
- Tracking my progress with transitioning to further training and/or employment.
- Providing me with information about further training and/or employment opportunities.
- Statistical analysis, evaluation and reporting of my participation in the LSS program.

Information held by DSD is subject to the 'Information Privacy Principles' issued by the South Australian Department of Premier and Cabinet. I understand that personal information that has been collected, used and stored will be dealt with by DSD in accordance with the relevant privacy guidelines.

I understand the meaning of this form and agree to the use of my personal information as described above.

**FULL NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

*Note: If person giving consent is under 18 years of age at the time of giving consent, then the consent of their guardian is required*

**PRINT FULL NAME OF GUARDIAN:** \_\_\_\_\_

**SIGNATURE OF GUARDIAN:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

*Personal information held by DSD is subject to the 'Information Privacy Principles' issued by the South Australian Department of Premier and Cabinet and may only be used for the purpose in which it has been collected. "Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.*



**LSS CONSENT TO DISCLOSURE/EXCHANGE OF PERSONAL INFORMATION**

The following organisations or service providers are nominated as specifically included in the exchange of personal information between parties involved in the LSS program as needed and in accordance with the information provided on page one of this form:

Name of Organisation/Service Provider 1

Name of Organisation/Service Provider 2

Name of Organisation/Service Provider 3

I acknowledge that the above organisations are specifically noted as being included in the exchange of personal information about me for the purposes described on page one of this form.

**FULL NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

*Note: If person giving consent is under 18 years of age at the time of giving consent, then the consent of their guardian is required*

**PRINT FULL NAME OF GUARDIAN:** \_\_\_\_\_

**SIGNATURE OF GUARDIAN:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## LSS SUPPORT PLAN

As a Participant in Learner Support Services, I agree that the following assessment is an accurate reflection of the issues I have discussed with the LSS Case Manager and I agree to participate in the planned support as outlined in the support summary below.

Student Name..... DOB .....

WorkReady ID Number ..... Name of Course .....

Enrolled with a WorkReady Provider in a full qualification on the WorkReady STL ☐

LSS Domain	Identified Issues (refer to definitions in LSS Operational Guidelines)	MODERATE COMPLEXITY	HIGH COMPLEXITY	SUMMARY OF PLANNED SUPPORT SERVICES (circle all that apply)	COMMENTS ON PLANNED SUPPORT STRATEGIES
<b>LIVING</b>	Personal, social, emotional, family & cultural Disability Health Accommodation Finance/Income Legal issues Transport issues	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Personal support  Internal referral and liaison  External referral and liaison	
<b>LEARNING</b>	Attendance Classroom/campus environment Study Skills Course Expectations Lecturer/Student Interactions English Language issues Literacy & Numeracy issues	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	In –class support  Study skills support  Internal referral and liaison  External referral & liaison	
<b>TRANSITION</b>	Study Transition Employment Transition ESP/Centrelink issues	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Guidance  Planning  Vocational placement  External referral and liaison	

STUDENT: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

CASE MANAGER: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

Personal information held by DSD is subject to the 'Information Privacy Principles' issued by the South Australian Department of Premier and Cabinet and may only be used for the purpose in which it has been collected. "Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion

## LSS funded provisions

LSS funds individualised support by a single Case Manager across the three domains of **Living**, **Learning** and **Transitions**.

Funded	Not Funded
<p><u><b>Living</b></u></p> <p>Emotional and practical support to address personal, social and family issues</p> <p>Referral and liaison with staff internal to the RTO and/or employer and referral to external agencies</p> <p><u><b>Learning</b></u></p> <p>Support in the class-room with comprehension, assisting with managing own behaviour, assistance with interacting with others</p> <p>One-on one or group study skills support.</p> <p><u><b>Transitions</b></u></p> <p>Support during vocational placements and during 12-week transition period post course with understanding employer expectations, managing own behaviour, interacting with others, and effective communication with employer.</p> <p>External referral to and liaison with career management and development services course counselling and further study options</p>	<p><u><b>Living</b></u></p> <p>Clinical case management</p> <p>Clinical counselling</p> <p>Health services</p> <p><u><b>Learning</b></u></p> <p>Language, literacy and numeracy training</p> <p>Tutoring and learning support that should reasonably be provided by the RTO.</p> <p>Course fees</p> <p><u><b>Transitions</b></u></p> <p>Support that should reasonably be provided by employment services agencies.</p> <p>Course counselling that should reasonably be provided by the RTO</p>

## Student Eligibility

Students must meet the following criteria to be eligible for LSS during training:

1. Enrolled in *WorkReady* Qualification at any AQF level (including apprentices and trainees), AND
2. Have complex support needs that require case management which is beyond the normal supports an RTO is expected to provide, AND
3. Their support needs are impacting on their ability to sustain their participation or complete their qualification

Participants may be enrolled as government subsidised students or as Fee-For-Service students. School students are not eligible for LSS (ie TGSS, ICAN, School Based Apprentices).

For Post Course Transition Support, students participating in WorkReady Qualification Projects do not have to meet the eligibility conditions 1 or 2. This extension of LSS is provided to participants of Qualification Projects to support the identified and planned transitions attached to those projects and is available regardless of any complex life issues.