



Externally Funded Service Providers

Guidance to Schools and Contractors

Guidance for using the Agreement ("Agreement") between the Department and the Contractor to enable the Contractor to provide services to students at School.

Insurances

1. The required insurances must be in the name of the Contractor (the Department will not accept insurance policies in the name of the individuals engaged by the Contractor).
2. Workers compensation insurance or equivalent to the extent required by law. If workers compensation insurance is not required under law (e.g., the Contractor is a sole trader), then no equivalent insurance is necessary.
3. Public liability insurance policy for at least \$20 million for any single occurrence and in the aggregate, and professional indemnity insurance for at least \$2 million for any single occurrence and in the aggregate.
4. A Contractor approved to deliver services under the [Specialist Allied Health Service Provider Scheme](#) (the Scheme), will have met the insurance requirements as part of the Contractor's qualification to the Scheme. The School is not required to obtain evidence of these insurances for a Contractor approved under the Scheme.

Subcontracting arrangements

Please note that subcontracting arrangements are not permitted under this Agreement.

Execution (signing) of the Agreement

1. Ensure that the correct Contractor is named in the Agreement. This means that the correct legal name of the Contractor must be inserted, as well as the corresponding ABN (the ABN can be looked up at: <https://abr.business.gov.au/>).
2. The Agreement must be signed by the Principal on behalf of the Department.
3. The person(s) signing on behalf of the Contractor must have authority to bind the Contractor.
4. If the Agreement is being signed electronically, this must be done by Adobe or some other software designed for electronic execution. If this cannot be done, then there needs to be a wet-ink signature.



Externally Funded Service Providers

Engagement Agreement for providers engaged by parents/carers to provide services to students at school

Agreement between the Department and the Contractor to enable the Contractor to provide services ("Services") to students at School

[Insert Provider / Company name]
(**"Contractor"**)

The Crown in right of the State of New South Wales acting through the Department of Education (**"Department"**)

A.B.N: **[Insert Contractor's ABN]**

School Gosford East Public School

Address **[Insert]**

Principal: Nicole Burgess

Email **[Insert]**

Address 45-47 Webb street, East Gosford

Phone **[Insert]**

Email gosfordest-p.school@det.nsw.edu.au

Phone 02 4325 2178

End Date: **[Insert]**

Fee payable: \$1 per annum, if demanded

Additional terms

For providers delivering services through online mode:

- a. The School and the Provider agree that, as at the date of this Agreement, the Services will not be able to be delivered at the School and will be delivered fully online.
- b. If during the term of this Agreement delivery of the Services at the School becomes permissible, the School may require the Provider to deliver the Services at the School by not less than 10 Business Days written notice.
- c. The terms and conditions in this Agreement apply to provision of the Services irrespective of the delivery method.

(refer to additional pages if required)



[Drafting Note: This section is used to include any separately negotiated terms that are unique to the particular arrangement. For example, if the Contractor will be charged a fee to use any school facilities then please include details here. If there are no 'additional terms', then please specify 'Not applicable – there are no additional terms'.]

For office use only – please check that the following have been sighted and copies have been appropriately filed:

- ☐ Workers compensation insurance (or equivalent) in the Contractor's name
- ☐ Public Liability insurance covering minimum \$20 million for each claim in the Contractor's name
- ☐ Professional Indemnity insurance covering minimum \$2 million for each claim in the Contractor's name
- ☐ All relevant Working With Children Check documentation
- ☐ A signed copy of consent forms to allow relevant health information to be shared by the Contractor and the School.

Specific services to be delivered to individual students should be attached in separate schedules to this Agreement. The Service Schedule form is attached at the end of this document.

Executed as an agreement:

Name of Principal:	Name and title Authorised Officer 1	Name and title Authorised Officer 2
Signature Principal:	Signature Authorised Officer 1:	Signature Authorised Officer 2 (if applicable):
Date:	Date:	Date:
Signed for The Crown in right of the State of New South Wales acting through the Department of Education	Contractor	
By entering into this Agreement, the signatories for the Contractor warrant that they are duly authorised to execute this Agreement on behalf of the Contractor. Evidence of your authority to sign this Agreement may be required.		

ATTACHMENT B:

CONSENT FORMS RELATING TO SHARING INFORMATION

1. Form #1 for Contractor to send

[contractor letterhead]

Dear Parent

[summary of service] ('Service')

Privacy Notice

We are committed to protecting the privacy of your personal information and health information in accordance with the *Privacy and Personal Information Protection Act 1998* (PPIP Act) and *Health Records and Information Privacy Act 2002* (HRIP Act).

We collect personal and health information to [describe the purpose of the collection]. Such information may include:

- Name, age, gender;
- Whether your child has any health issues, medical issues or disability;
- Other related information received in the course of providing the Services; and
- [insert other information].

We will not disclose your child's personal and health information to third parties unless authorised by law or by consent. The below is a consent form to allow relevant information to be shared with Gosford East Public School 'School'), NSW Department of Education ('Department'), to arrange appropriate supports for your child whilst at School or engaged in school related activities.

Consent form

I understand:

- The [contractor] may collect the information described above, which includes information about the nature and implications of my child's medical condition;
- this information may be disclosed to School;



- the purpose of the information being disclosed is for the School to consider and arrange supports that are relevant for the child during school hours and school-related activities;
- the information given may be discussed by the principal of the School with other members of the Department with relevant expertise, as is necessary, enabling to care for the child;
- the School will not disclose this information to third parties other than in accordance with the School's legal obligations or permitted by law;
- as a parent/carer, I may contact the [contractor] or School to seek the information provided by the [contractor];
- the information will be held by the [contractor] and the School in accordance with their respective guidelines and legal obligations for the holding of information.

Student's name_____

Parent's name_____

Parent's signature_____

Date_____



2. Form #2 Therapy Update form – for disclosure of information between contractor and school

This form is to be completed by the Contractor to share information between the Contractor and Gosford East Public School

This form must be completed following every session and provided to the School within two weeks of providing the service.

Contractor name	
School name	
Student's name	
Type of service provided	
Date of service provided	
Update – include relevant medical information, or supports the child requires	
Other	
Contractor signature	
Date	



SERVICE SCHEDULE

Externally Funded Service Providers – Engagement Agreement – Schedule

End Date of the Engagement Agreement that this Schedule applies to:	
Calendar Year [YYYY]	
School Name: [Insert school name]	Contractor: [Insert Contractor name]
Student Name: [Insert student name]	Contractor Personnel Name(s): [Insert contractor personnel name]
Services to be delivered to the student <i>[Drafting Note: Contractor personnel to provide detailed description of the services]</i>	
What are the expected goals of the therapy services and how will progress be measured? <i>[Drafting Note: Contractor personnel to describe how the goals of the therapy align with the student's learning needs, and how progress towards these goals will be measured]</i>	
Contractor personnel to deliver Services to the student <i>[Drafting Note: Names and Working With Children Check clearance details of Contractor personnel who will deliver services to the student]</i>	

Service delivery schedule

You may only attend the school site when delivering the Service, in accordance with the following schedule:

[Drafting Note: Day, time and session duration of services to be delivered to the student.

E.g.: Tuesday, 1pm to 2pm.]

Agreed School facilities/equipment to be used during school-based service delivery

If school-based service applies: [insert details]

[Drafting Note: Details of facilities and equipment to be used by the provider as part of the provision of services, as agreed by the school.]

Where you use Departmental or School facilities / equipment, you will ensure such facilities / equipment are:

- used with reasonable care;
- remain in the same condition they were before such use (including cleaned, where appropriate);
- returned to the location from which you took them; and
- if any facilities / equipment are damaged then you will replace them at your expense.

Agreed Contractor equipment to be used during school-based service delivery

If school-based service applies: [insert details]

[Drafting Note: Details of Contractor equipment to be used as part of the provision of services, as agreed by the school.

Include details of any maintenance and relevant training the Contractor will undertake to ensure safe operation on school premises.

Also include location of service delivery, including whether the service will be delivered during class or outside the classroom.]



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Supervision arrangements

[Drafting Note: Details of school arrangements for the supervision of Contractor during the course of service delivery.]

Duration of service delivery

[Drafting Note: The term may be a one-off event or could involve services being provided over a period of time]

Plan and description of location of service delivery, including whether the service will be delivered during class or outside the classroom.

A copy of this Schedule is to be kept on the student's individual file by the school.