
Externally Funded Service Providers

Guidance to Schools and Providers

This section provides guidance notes for using the Agreement (“Agreement”) between the Department and the Provider”) to enable the Provider to deliver services to students at School.

A Provider is a company, organisation or individual that delivers services to students at a school, at the request of a parent/carer, and is not employed or engaged as a contractor of the school. Examples of a Provider include a speech therapist, occupational therapist, registered psychologist etc.

Insurances

1. The required insurances must be in the name of the Provider (unless the Provider is a sole trader, then the required insurances must be in the name of the sole trader). The Department will not accept insurance policies in the name of individuals engaged by the Provider.
2. Workers compensation insurance or equivalent to the extent required by law. If workers compensation insurance is not required under law (e.g., the Provider 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 Certificate of Currency (“CoC”) should list the ABN/ACN number of the Provider, where possible. In the case of a sole trader, the CoC must be in the name of the sole trader and list their ABN, if applicable.
5. A Provider approved to deliver services under the [Specialist Allied Health Service Provider Scheme](#) (“Scheme”) will have met the insurance requirements, as part of the Provider’s qualification to the Scheme. The School is not required to obtain evidence of these insurances for a Provider approved under the Scheme (the School may check the Scheme’s [database](#) to confirm whether a Provider is prequalified on the Scheme).

Subcontracting arrangements

Subcontracting arrangements are not permitted under this Agreement.

Execution (signing) of the Agreement

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

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 Provider to enable the Provider to deliver services ("Services") to students at School.

[Insert Provider's name] ("**Provider**")

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

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

School: Tuggerah Lakes Secondary College
The Entrance Campus

Address **[Insert]**

Principal: Kirrily Harvey

Email **[Insert]**

Address: 450 The Entrance Road, Shelly Beach NSW 2261

Phone **[Insert]**

Email: thentrance-h.school@det.nsw.edu.au

Phone: 4385 6802

End Date: **[Insert]**

Fee payable: \$1 per annum, if demanded

Additional terms

For Providers delivering services through online mode:

1. The School and the Provider agree that:
 - a. As at the date of this Agreement, the Services will not 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; and

c. The terms and conditions in this Agreement apply to the provision of the Services, irrespective of the delivery method.

(refer to additional pages if required)

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 Provider's name (NB: Not required for a sole trader)
- ☐ Public Liability insurance covering minimum \$20 million for each claim in the Provider's name
- ☐ Professional Indemnity insurance covering minimum \$2 million for each claim in the Provider'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 Provider 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:

Signed for The Crown in right of the State of New South Wales acting through the Department of Education Principal: Date:	Signed for the Provider by Authorised Officer 1: Date:	 Authorised Officer 2 (if applicable): Date:
Name of Principal	Name and title of Authorised Officer 1	Name and title of Authorised Officer 2

By entering into this Agreement, the signatories for the Provider warrant that they are duly authorised to execute this Agreement on behalf of the Provider.

Evidence of the signatories' authority to sign this Agreement may be required.

Do not delete pages 4 to 10

1. Access to the School

- (a) The Provider will carry out the Services at the School according to this Agreement (and any schedules to this Agreement). The Provider (and its Personnel) must provide the Services:
- in accordance with all applicable laws and regulatory requirements, relevant Australian industry standards, best practice and guidelines and all licences and consents;
 - with due care, skill and diligence; and
 - in a proper and professional manner.

Personnel means a Party's officers, employees, agents, contractors, volunteers and subcontractors (provided that neither party is the Personnel of the other party).

- (b) If the Provider (or its Personnel) will be delivering the Services on the School site, the Provider must not provide any Services until the Provider (and its Personnel) has completed an induction program. The School will notify the Contractor of details of the induction program.
- (c) If the Provider (or its Personnel) will deliver the Services to students, the Provider must not provide any Services until the Provider (and its Personnel) has completed the Department's [Mandatory Child Protection Training](#) online, or a suitable alternative training program delivered by the Provider for its staff (see Attachment A).
- (d) Where required by the Department or the School, the Provider (and its Personnel) must, complete relevant health care training specific to a student's health care needs, including the Australasian Society of Clinical Immunology and Allergy (ASCIA) Schools and Childcare Anaphylaxis e-training (see Attachment A). Evidence of this training must be provided to the School prior to delivering any Services at the School.
- (e) The Department or the School will not be liable for provider costs associated with meetings to discuss Service delivery arrangements and School induction.
- (f) This Agreement commences on the date that it is signed by both parties and continues for the duration set out on the cover page, unless ended earlier or extended.
- (g) While on the School site, the Provider will:
- not bring upon the School site, or permit to be done any act, matter or thing which may be a nuisance or inconvenience, or cause damage or annoyance at the School;

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- not bring upon the School site, or permit to be done any act, matter or thing which may breach any law or requirement of any competent authority in force at the time, with regard to the conduct of the Services from the Premises;
 - ensure that no part of the School is damaged or services interrupted because of their acts or omissions, including in their conduct of the Services, and rectify (at their expense) any such damage;
 - ensure it does not leave any rubbish at the School unless it is properly disposed of;
 - take reasonable steps to report any unruly behaviour by any person which may cause damage to any person or property, provided in its reasonable opinion it is safe to do so;
 - ensure it does not access parts of the School, except for the areas necessary to carry out the Services, and as agreed with the School;
 - park any motor vehicle at the School entirely at its own risk and only with the prior permission of the School Principal;
 - not attend the School on a scheduled day if the School, in its discretion, advises that its attendance on that day is dangerous or not in the best interests of the School;
 - not attend the School on any day that the School is closed for any reason; and
 - comply with any reasonable Departmental and School direction, including those related to Health and Safety and COVID-19.

2. Fee, use of facilities and costs

- (a) In consideration of this Agreement, the Provider shall pay the Department the fee set out in the table on the first page of this Agreement. The School will not charge for the use of the School's facilities, unless otherwise agreed to in writing.
- (b) If circumstances arise which generate costs that the Department or School reasonably believe were not contemplated, then the School will provide the Provider with written notice of such costs. The School and Provider will then, in good faith, meet to determine the allocation of these costs between the parties.

3. Conflict

- (a) The Provider warrants that to the best of its knowledge, information and belief, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement.
- (b) If an actual, perceived or potential conflict arises, the Provider will immediately notify the School Principal, in writing, fully detailing the conflict. The School will then determine how to deal with the conflict.

4. Child protection

- (a) The Provider acknowledges that it is, and its Personnel are, aware of the requirements of the *Child Protection (Working with Children) Act 2012* (NSW) and all related laws concerning child protection (**Child Protection Laws**). The Provider will

ensure that it (and its Personnel) comply with the requirements of the Child Protection Laws and policies of the Department relating to child protection, as notified to the Provider from time to time.

- (b) The Provider must, at the Provider's expense, certify that the Provider and the Provider's Personnel are not a prohibited person under any Child Protection Laws and undergo any other screening, such as the 'Working with Children Check', as required under Child Protection Laws or by the School or Department. Any of the Provider's Personnel that is a disqualified person under any Child Protection Laws must not be engaged in child-related work.
- (c) The Provider is to immediately advise the Department if it becomes aware that it (or its Personnel) are the subject of a reportable allegation involving children.
- (d) The Provider (and its Personnel) must immediately notify the School of any matters it becomes aware of which may impact the welfare or safety of a student. Such notification must be given to a person at the School in a position to take appropriate action, such as the School Principal. The Provider must then take reasonable steps to follow up and ensure that appropriate action is being considered or taken by the School.
- (e) The Provider must also immediately notify the Department's Probity Unit via email at NTBE@det.nsw.edu.au if it receives advice from the Office of the Children's Guardian that a person in their employ or an individual the Provider has engaged to deliver the Services to a student has had their Working With Children Check (WWCC) clearance CLOSED, CANCELLED or BARRED.
- (f) In making the above notifications, the Provider (and its Personnel) must comply with the requirements of a 'prescribed body', as set out in chapter 16A of the *Children and Young Persons (Care and Protection) Act 1998* (NSW) and its regulations.
- (g) The Provider (and its Personnel) must provide to the School information relating to, or to assist with, investigations into alleged breaches of the Code of Conduct or reportable conduct allegations.

5. Important notifications concerning serious criminal offences

- (a) The Provider must immediately notify the School and the Department's Probity Unit (NTBE@det.nsw.edu.au) of any charges or allegations, including pending court proceedings related to sexual offences and serious criminal offences in Australia or overseas, as listed in Schedule 2 of the *Child Protection (Working with Children) Act 2012* (NSW) concerning the Provider or its Personnel.
- (b) A 'serious criminal offence' for the purpose of clause 5(a) means any offence punishable by imprisonment of more than 6 months.

6. Termination

- (a) Either party may terminate or suspend, in whole or in part, this Agreement at any time for any or no reason by notice in writing to the other party.

7. Indemnity

- (a) The Provider indemnifies the Minister for Education and Early Learning and the State of New South Wales (including their officers and employees) against all claims, losses, liabilities, damages, costs and expenses of any kind suffered or incurred relating to:
- personal injury or death or property loss or damage arising out of or in connection with the Services; and
 - personal injury or death or property loss or damage within or outside the School occasioned or contributed to by an act or omission by the Provider; and
 - the Provider's (including its officers, employees, contractors and agents) negligent, unlawful or wilful act or omission.
- (b) The Provider's liability under this indemnity will be reduced to the extent the Department contributed to the claims, losses, liabilities, damages, costs and expenses.

8. Insurances

- (a) The Provider will take out and maintain for the duration of this Agreement:
- workers compensation insurance: workers compensation or equivalent insurance as required under law;
 - public liability insurance: a public liability insurance policy providing cover for not less than \$20 million for any one occurrence; and
 - professional indemnity insurance: a professional indemnity insurance policy for not less than \$2 million.
- (b) The Provider will provide to the School or Department, where appropriate, evidence of currency of all insurances. Despite any receipt by the Department of, or failure by the Department to request a CoC or other document purporting to evidence the terms or currency of an insurance policy required by this Agreement, the Provider remains at all times responsible for complying with the insurance provisions of this Agreement.

9. Student and School information, including disclosing information

- (a) The Provider (and its Personnel) may receive, in connection with this Agreement, confidential and sensitive information relating to students (and their families) and the School. Subject to this clause 9, the Provider (and its Personnel) must keep such information confidential and not disclose it to other third parties without the School's written approval or unless required by law.
- (b) The Provider must:
- put together and maintain effective security measures to keep the information secure; and
 - tell the School immediately if it becomes aware of any suspected or actual unauthorised use or disclosure of such information.

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- (c) The Provider must obtain written consent from the parent or carer of the student named in the Service Schedule, or from the student (if aged 14 years or over and is capable of giving informed consent), to allow the Provider to provide the School with an update, using the Service Update Form provided in Form 2 of Attachment B. When requesting such consent, the Provider must inform the parent, carer, or student that:
- i. the purpose for disclosing such information is for the School to ensure that strategies and supports provided by staff at the School align with the Services delivered to the student by the Provider; and
 - ii. a copy of their written consent will be provided to the School by the Provider.
- (d) Where a student aged 14 years or over provides their own consent to receive the Service, the Provider must:
- i. ensure that the student is capable of giving informed consent in accordance with the applicable laws and professional standards;
 - ii. obtain and record evidence of the student's informed consent prior to entering into this Agreement; and
 - iii. notify the Principal that valid consent has been obtained to deliver the Service to the student at the School.

To be clear, the Provider is responsible for the assessment of whether a student aged 14 years or over is capable of providing informed consent as a mature minor, in accordance with the applicable laws and professional standards, and will notify the School of the outcome of the assessment.

- (e) The Provider must provide a copy of the written consent referred to in clause 9(c)(ii) or 9(d), to the School before commencing the Services. The written consent must be in the form set out in Form 1 of Attachment B, and must be issued on the Provider's letterhead.
- (f) Once consent referred to in clause 9(c)(ii) or 9(d) is obtained, the Provider will:
- i. Complete, or have an individual engaged by the Provider to deliver services to the student complete, a Service Update Form in the form set out in Form 2 in Attachment B; and
 - ii. Provide the completed Service Update Form to the School Principal within five (5) business days of receiving the School's request for the form. To be clear, it will be at the School's sole discretion to determine when they require the Provider to provide a Service Update Form.

10. Policies

The Provider must ensure that it and its Personnel engaged in the delivery of the Services comply with all of the Department's and School's policies that are given or referred to the Provider by the School from time to time. This will include policies relating to conduct (including the [Code of Conduct](#)), security and safety, including those policies, procedures and guidelines referred to in Attachment A.

11. Record keeping

- (a) The Provider must, including as required by laws and regulatory requirements, keep detailed service records and other information relevant to the Services.
- (b) The Provider must keep such records until 6 years from ending of this Agreement. To be clear, the requirement under this clause is independent of any other obligations the Provider may have at law. Where the Provider is required by law to keep records for 25 years, the Provider is solely responsible for complying with that obligation.
- (c) The Provider must provide to the School copies of all records relating to the Services delivered to the student, as and when requested by the School, except in circumstances where a parent/carer has not given consent for a particular record to be provided to the School.
- (d) Where a parent/carer has not given the Provider consent to share a particular record with the School, the Provider is solely responsible for ensuring that the record is not shared with the School, unless required or permitted by law, and must inform the School accordingly.

12. Privacy

The Provider (and its Personnel) may receive Personal Information (as defined in the *Privacy Act 1988* (Cth)) and the *Privacy and Personal Information Protection Act 1998* (NSW) (PIPP Act) from the School. The Provider may also receive Health information from the School, as defined in the *Health Records and Information Privacy Act 2002* (NSW). The Provider (and its Personnel) must comply, in respect of such Personal Information and Health information, with the:

- Australian Privacy Principles under the *Privacy Act 1988* (Cth);
- Information Privacy Principles under the *Privacy and Personal Information Protection Act 1998* (NSW); and
- Health Privacy Principles under the *Health Records and Information Privacy Act 2002* (NSW) as if it is a 'public sector agency' in relation to any Personal or Health Information it handles in relation to this Agreement.

The Department will collect, use, store and disclose the Personal Information of the Provider for purposes directly related to the administration of this Agreement, and in accordance with the PPIP Act and the Department's [Privacy standards](#). The Provider has the right to access and amend their Personal Information held by the Department, in accordance with the applicable privacy laws.

13. Publicity and use of name

The Provider must not disclose, distribute or otherwise communicate any media release, promotional material, advertising or publicity relating to this Agreement, their relationship or otherwise refer to the Department including the School (including use of any logos) without the School's written approval.

14. Provider is a government entity

If the Provider is a NSW government department or agency or entity, then the following clauses will not apply:

- clause 7 (Indemnity)
- clause 8 (Insurance); and
- clause 16 (Disputes).

15. Subcontracting

The Provider must not subcontract any work under this Agreement in whole or part.

16. Complaints, grievances and dispute resolution

- a) The Provider must, in the first instance, inform the School Principal on becoming aware of any issue, complaint, conflict or grievance about the Provider, the School (including its staff and students), any school operational matters, or in connection with the Provider's Services. The Provider must work with the School Principal to understand the School's and the Department's procedures for managing such incidents.
- (b) Such issues, complaints, conflicts or grievances will be dealt with by the School Principal, in consultation with the Provider, in line with the Department's complaints policy and procedures. To be clear, the Provider must consult with the School Principal and comply with the School Principal's reasonable directions before any issue, complaint, conflict or grievance is referred to anyone else.
- (c) Child protection related complaints will be dealt with in line with the Department's [Responding to Allegations Against Employees in the Area of Child Protection Policy](#).
- (d) The parties must settle any dispute arising out of this Agreement, except where urgent relief is required, as follows:
 - a party claiming that a dispute has arisen must give written notice to the other party, giving details of the dispute;
 - after a written dispute notice has been sent, the matter will be referred to each party's senior officers who will attempt to resolve the dispute in good faith.

17. General

- (a) The main terms and conditions of this Agreement will take priority to the extent of any inconsistency with the Additional Terms.
- (b) A notice or communication has no effect unless it is in writing and sent by email, post or delivered to the addressee.
 - Each party's address and email details are on page 2. A party can change its details by giving notice of it to the other party.

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- A notice is received: if sent by email at the time the email is sent if there is no delivery failure report; if sent by post 3 business days after posting; or if delivered when it is left at the address.
- (c) A party may give or not give an approval or consent in its absolute discretion (without reasons), unless stated otherwise.
- (d) This Agreement is the entire Agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior Agreement or understanding.
- (e) Clauses 2, 5, 7, 9, 11, 12, 13, 16, and 17 survive the end of this Agreement.
- (f) If any clause of this Agreement is illegal or unenforceable it is to be severed. The rest of this Agreement will not be affected.
- (g) If a party has a right arising from the other's failure, the delay in exercising that right does not waive any rights.
- (h) Any change to this Agreement is only effective if in writing.
- (i) The Provider must not assign any of its rights or obligations without the School's written consent which may be given or withheld at its absolute discretion.
- (j) The law of NSW Australia governs this Agreement. The parties submit to the exclusive jurisdiction of its courts.
- (k) The covenants implied into licences by legislation are excluded.
- (l) Both parties agree that this Agreement may be electronically executed via a suitable application, and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- (m) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for drafting it or this Agreement.

ATTACHMENT A:

DEPARTMENT OF EDUCATION POLICIES, GUIDELINES AND TRAINING REQUIREMENTS

1. Laws, regulations and policies

Applicable policies and guidelines

The Provider and its personnel must comply with all laws, regulations and any Department policies, access requirements and restrictions, and guidelines (that the School makes it aware of) including the following policies and guidelines:

- [Code of Conduct Policy and Procedures](#)
- [Employment Screening Policy](#)
- [Child Protection Policy: Responding to and reporting students at risk of harm](#)
- [Child Protection: Allegations against Employees](#)
- [Responding to Allegations against Employees in the Area of Child Protection](#)
- [Complaints Handling Guidelines](#)
- [Controversial Issues in Schools Policy and Procedures](#)
- [Externally funded service providers delivering health, disability and wellbeing services to students: Information for providers and provider checklist](#)

Restrictive practices in NSW public schools and government preschools

The Department supports the national goal of reducing and eliminating the unnecessary or inappropriate use of restrictive practices in our schools. While a [restrictive practices policy](#) is not currently in force for NSW Government schools, schools are asked to show their usual care by continuing to:

- ensure that prohibited practices are not used. These are practices that are not allowed under existing policy and legislative obligations.
- act in line with duty of care to keep students and staff safe.
- undertake planning to meet the individual health, safety and wellbeing needs of students, and consult with parents/carers wherever possible.
- follow existing health care procedures when planning to use prescribed medications during school hours.
- follow existing departmental policies when responding to incidents that impact the health, safety and/or wellbeing of students and staff.

Providers should liaise directly with schools they work in, and the families concerned, to consult on a plan for engaging students in learning, including any potential use of restrictive practices where necessary.

2. Training

Child Protection Training

If the Provider (or its Personnel) will deliver the Services to students, the Provider must complete the Department's [Mandatory Child Protection Training](#) online (via MyPL), or a suitable alternative child protection training program delivered by the Provider. Prior to the commencement of any Services at the school, the Contractor's personnel who are engaged to provide Services at the school will be required to provide the school with a copy of the certificate that is awarded upon completion of the Department's Mandatory Child Protection Training.

Where the Provider delivers its own child protection training, the Provider warrants, by signing this Agreement, that this training covers the following content:

- child protection mandatory reporting and professional conduct legal responsibilities
- recognising child abuse and neglect indicators
- understanding reporting processes for suspected risk of significant harm
- acceptable and unacceptable practice in:
 - o care and discipline of children
 - o provider – child relationships
 - o interactions with children with identified needs.

A Provider approved to deliver Services under the [Specialist Allied Health Service Provider Scheme](#) (Scheme), will have met the child protection training requirement as part of the Provider's qualification to the Scheme. The School is not required to obtain evidence of this training for a Provider approved under the Scheme (the School may check the Scheme's [database](#) to confirm whether a Provider is prequalified on the Scheme).

Health Care Related Training

Where required by the School, the Provider (and its personnel) may need to complete the [ASCIA Schools and Childcare Anaphylaxis e-training](#) or any other relevant health care related training that aligns with a student's health care needs, the nature of the Service being delivered, and the level of supervision involved in the Provider's activities at the School.

ATTACHMENT B:

CONSENT FORMS RELATING TO SHARING INFORMATION WITH THE SCHOOL

Form #1

Consent Form (template)

Purpose:

The purpose of this form is for the Provider to obtain written consent from the parent or carer of the student named in the Service Schedule. This consent allows the Provider to share updates with the School about the Service delivered to the student, using the Service Update Form (see Form 2 in Attachment B of this Agreement).

These updates help the School ensure that strategies and supports provided by staff at the School align with the Service delivered to the student.

This template aligns with the legal privacy requirement of ensuring that consent is informed and specific, so that it is precise as to the type of consent and the exact contents of the information to which the consent relates.

It does not replace the Provider's own consent process for delivering the Service itself.

Note that where a student aged 14 years or over has provided their own consent to receive the Service at the School, the student may complete and sign the form in place of a parent or carer.

Instructions:

This form must be pre-filled by the Provider, and issued using the Provider's letterhead.

The form must be returned to the School, prior to commencing the delivery of the Service.

Please ensure the purpose and instructions are deleted prior to issuing this form.

[Provider letterhead]

Dear [Parent]

[Summary of service] ('Service')

Privacy Notice

[Provider name] is committed to protecting the privacy of your personal information and health information in accordance with the *Privacy and Personal Information Protection Act*

1998 (NSW) (PPIP Act) and *Health Records and Information Privacy Act 2002* (NSW) (HRIP Act).

This Privacy Notice explains how [Provider name] will collect and share your child's personal and health information to deliver Services to your child at [School name]. 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 only share information necessary to support your child at School, or as required by law. 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 related to the Service delivered to your child at Tuggerah Lakes Secondary College The Entrance Campus ('School') to be shared with the school, NSW Department of Education ('Department').

Consent Form

Consent to the Disclosure of Personal and Health Information with the School

This form seeks your consent to have your child's personal and health information disclosed by the [Provider name] to Tuggerah Lakes Secondary College The Entrance Campus to:

- help support your child effectively; and
- assist with arranging appropriate supports for your child whilst at School or engaged in school-related activities.

The information that may be shared include the following:

- [observations of your child (including strengths, improvements or challenges)]
- supports your child may require
- updates on progress
- recommendations to the School to support your child.

Your consent is voluntary.

By providing consent, you understand that:

- the [Provider] may collect the information described above, which includes information about the nature and implications of your child's medical condition;
- the information collected may be disclosed to the School;

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- the purpose of the information being disclosed is to help the School consider and arrange supports that are relevant for your child during school hours and school-related activities;
 - the information collected may be discussed with the Principal of the School or other members of the Department with relevant expertise, as is necessary, enabling to care for your child;
 - you may contact the [Provider] to seek the information provided to the School;
 - the information will be held by the [Provider] in accordance with their respective legal obligations for the holding of information;
 - you may withdraw or update your consent at any time, by contacting [Provider] in writing. Withdrawing your consent will not affect any information already shared with the School prior to your withdrawal. Withdrawing your consent may however, affect how the Service is delivered by the Provider to your child at the School, or result in the Provider being unable to continue delivering the Service to your child at the School, if certain information is necessary for the delivery of the Service by the Provider.

Student's name _____

Parent/Carer's name _____

Parent/Carer's signature _____

Date _____

This form contains confidential and sensitive information. A copy of this form must be kept on the student's individual file by the School, and stored securely in line with the applicable privacy legislation and confidentiality obligations.

Form #2

Service Update Form

Purpose:

The purpose of this form is to share information between the Provider and Tuggerah Lakes Secondary College The Entrance Campus ('School') to:

- help the School Principal determine whether the Service provided to the student aligns with the Student's education goals;*
- support the School in understanding how the Service is facilitating the Student's access to education; and*
- ensure that the support and strategies provided by the School align with the Service provided to the student by the Provider.*

Instructions:

This form must be completed by the Provider, or an individual engaged by the Provider to deliver the Service at the School.

This form must be completed and provided to the School within 5 business days of it being required by the School (note that it is at the School's sole discretion to determine when they require the Provider to provide a Service Update Form).

Please ensure the purpose and instructions are deleted prior to issuing the form.

Provider name	
Name of individual delivering service	
School	Tuggerah Lakes Secondary College The Entrance Campus
Student name	
Type of service delivered	
Date/s of service delivered	
Update	<i>[Drafting note: Include information such as</i> <i>• supports the student requires;</i> <i>• strengths, improvements or challenges observed; and</i> <i>• level of engagement/participation by the Student]</i>

Progress towards expected goals of the service	<i>[Drafting note: Include information relating to the Student's progress towards expected goals of the Service (as outlined in the Service Schedule)]</i>
Other	<i>[Drafting note: Include information or notes such as practical recommendations or considerations for the School, or proposed next steps by the Provider]</i>

Provider signature _____

Capacity (Provider or individual) _____

If are completing this form as an individual engaged by the Provider, you must confirm that:

- i. You are authorised to complete this form; and
- ii. You have consulted with the Provider organisation as necessary.

Date _____

This form contains confidential and sensitive information. A copy of this form must be kept on the student's individual file by the School, and stored securely in line with the applicable privacy legislation and confidentiality obligations.

SERVICE SCHEDULE

Externally Funded Service Providers – Engagement Agreement – Schedule

Purpose:

The purpose of this Service Schedule is to provide a clear understanding between the School and the Provider of:

- *the type of Service that will be delivered at the School;*
- *the goals that the Service expects to achieve; and*
- *how the Service will be delivered at the school.*

Note that this Service Schedule will be reviewed regularly by the School. The School will inform the Provider whether updates are required to the Service Schedule.

Instructions:

This form must be completed by the School and the Provider, as an attachment to the Engagement Agreement.

Please ensure the purpose and instructions are deleted prior to issuing the Service Schedule.

End Date of the Engagement Agreement that this Schedule applies to:	
Calendar Year 2026	
School Name: Tuggerah Lakes Secondary College The Entrance Campus	Provider: [Insert Provider name]
Student Name: [Insert student name]	Individual engaged by Provider Name(s): [Insert individual's name]
Services to be delivered to the student [Drafting Note: Provider to provide detailed description of the services]	

What are the expected goals of the services and how will progress be measured?

[Drafting Note: Provider to describe how the goals of the service align with the student's learning needs, and how progress towards these goals will be measured]

Individual engaged by Provider to deliver Services to the student

[Drafting Note: Names and Working With Children Check clearance details of any individual engaged by the Provider to deliver services to the student]

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 Provider equipment to be used during school-based service delivery

If school-based service applies: [insert details]

[Drafting Note: Details of Provider 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 Provider 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.]

Supervision arrangements

[Drafting Note: Details of school arrangements for the supervision of Provider 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.

School Principal signature _____

Provider signature _____

Date _____

A copy of this Schedule must be kept on the student's individual file by the school, and stored securely in line with the applicable privacy legislation and confidentiality obligations.