

School Guidelines and Procedure

Externally Funded Service Providers

Reviewed: 18/11/2020 Next Review: August 2021

<p>NSW Department of Education Policy, Procedure or Guidelines</p>	<p>The following department policies and relevant documents can be accessed from the department's website;</p> <ul style="list-style-type: none"> • People With Disabilities - Statement of Commitment • Externally Funded Service Providers
<p>School Policy or Procedure (where applicable)</p>	<ul style="list-style-type: none"> • Information Sheet for Principals (DOE) • Checklist for Principals (DOE) • School Induction Checklist (DOE) • Information for Providers and Provider Checklist (DOE) • Information for Parents and Carers (DOE) • External Provider Engagement Agreement (DOE) • Working with Children Check Declaration (DOE)
<p>Other Relevant Legislation and Regulation/s</p>	<ul style="list-style-type: none"> • Disability Discrimination Act 1992 • The Disability Standards for Education 2005

Introduction

Externally funded health, disability and wellbeing service providers may seek to provide their services to students at the school during school hours. Access to the school by an externally funded provider is at the discretion of the principal

An information package has been developed to guide and support schools, parents and carers, and external service providers around the key legislative and policy requirements schools need to consider when making decisions regarding school access for external providers.

General Principles

The principal has discretion to decide whether an external service provider can enter the school and how arrangements will be managed for the provider's activity with students, where access is agreed. Decisions should be made on a case-by-case basis considering the individual circumstances of the student or group of students concerned and the wider needs of the school. Any decision should take into account the educational needs and priorities of the student or group of students, including access to the curriculum, the impact on student's learning programs, the school's operational context and duty of care obligations towards all students and staff.

All schools have obligations under the Disability Standards for Education 2005 to provide reasonable adjustments to enable students with disability to access and participate in education. A request for externally funded services to be delivered during school hours or on

school premises does not replace the schools' legal obligation to provide reasonable adjustments. These services may align with or complement the reasonable adjustments being provided by the school to facilitate the student's access to education.

An externally funded service delivered in school should support the student's participation in education and access to the curriculum. Where the service does not link with the student's learning needs or enhance access to education, the service should be delivered outside of school time.

Principals need to consider:

- the relationship between the externally funded service and the student's personalised learning and support provisions and other educational adjustments
- the impact of the student being withdrawn from the classroom to access the service and the impact this will have on their access to the curriculum and their educational program
- whether the service needs to be delivered over a long period of time or at a particular time of day
- whether provision of the service at school is for the benefit of the student or more for the convenience of the provider, and
- whether denial of access within the school setting will result in a student not receiving necessary services (for example, where there are limited opportunities to access services in a rural or remote area, or where family circumstances may limit a child's access to a service outside school hours).

Principals need to consider the impact of the service being provided in the classroom on all students in that class. If the service provision is to occur in class, principals need to consider:

- the potential impact of additional adults in the classroom environment, in particular the impact on delivery of the curriculum to other students, and
- if the provision of the service to one student is likely to interfere with the learning of other students.

Requests

- Requests to conduct externally funded services in the school must be made in writing to the principal.
- Requests must be made by parents/carers and not service providers.
- Requests will use the form at the back of this document.
- The principal has discretion to decide whether or not an external service provider can enter the school and how arrangements will be managed for the provider's activity with students, where access is agreed
- Decisions are made on a case by case basis, following a meeting between the parent/carer and principal.
- External providers do not have an automatic right of access even if the provider is already delivering a service to another student at the same school, or the provider has been granted access to another school.
- In cases where the principal permits a service provider to access the school, an agreement will be composed (see appendix).

- Schools may withdraw external provider access to a school where it has been determined that the service being delivered is no longer in the student's educational interest.

The principal will consider each case, based on:

- The school's responsibility to meet the educational needs of each student under the Disability Standards in Education
- The impact of the service on a student's access to the curriculum
- The impact of the service on other students
- The ability to maintain the ordinary running of the school for the benefit of all students
- The capacity to observe or supervise the delivery of the service

Meeting Legal and Policy Requirements

- Principals have the discretion to approve (or not approve) external provider access to the school.
- Written consent for the service delivery arrangements from the parent/carer is placed on the student's file.
- The service agreement is placed on the student's file.
- Persons entering the school site and working with children must complete all identification checks, criminal records checks, training in responding to anaphylaxis and training in child protection.
- Providers must provide copies of public liability insurance, workers compensation insurance and professional indemnity insurance.
- Compliance with these requirements is a pre-requisite for working at Tirriwirri School.
- Updated training and insurances must be provided to the school upon expiration.

Induction for Providers

Externally funded service providers must complete a site induction run by the school principal or delegated officer. The induction will include all items on the checklist included in the appendix.

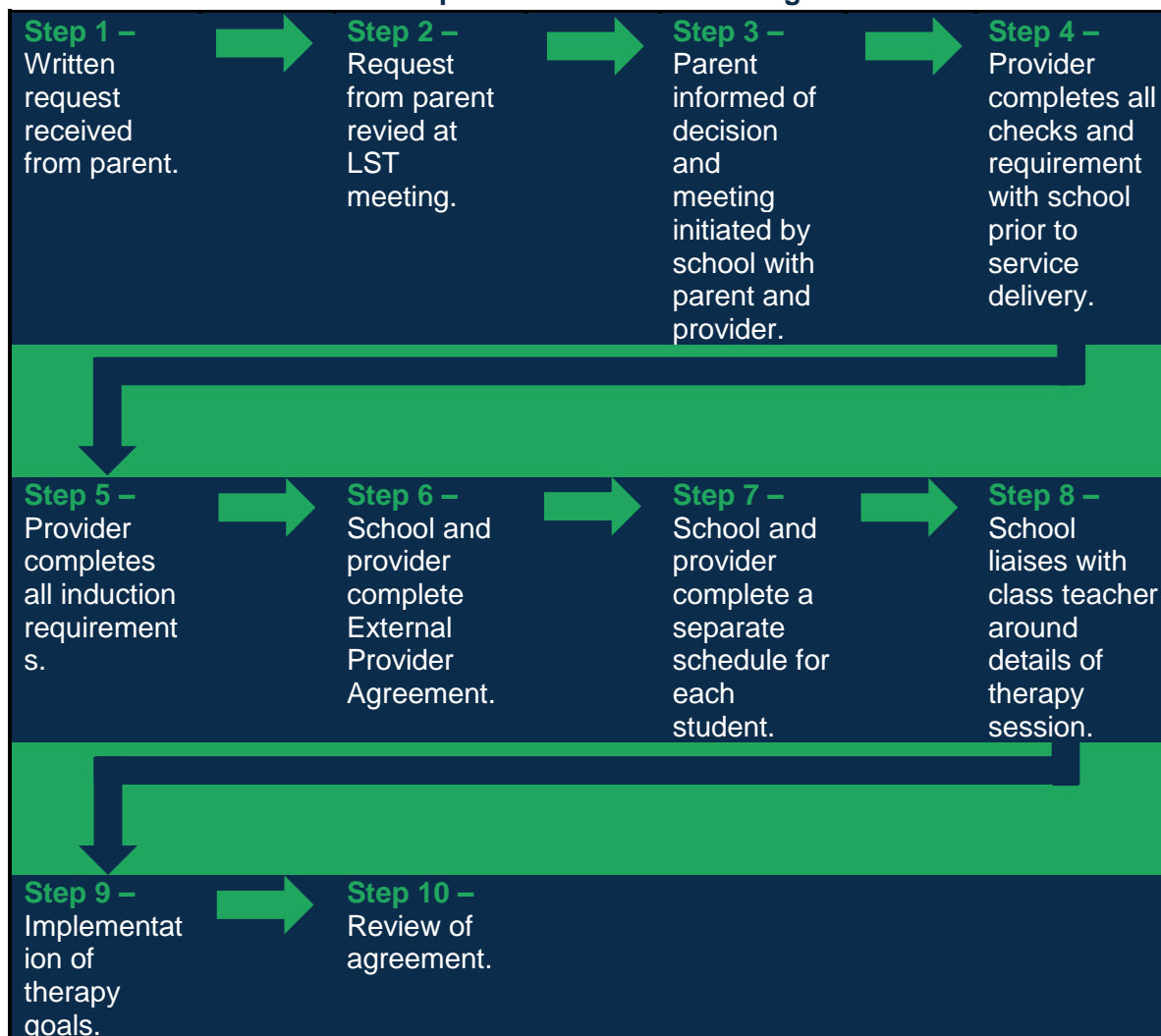
Duty of Care

The principal has primary responsibility for the day-to-day management and control of the school. This includes the actions of any person on school grounds. Principals remain responsible for the care and wellbeing of all students during school time.

All external providers, including those providing externally funded services, owe a duty of care towards the students to whom they are giving a service. In addition, principals and other school staff maintain their duty of care responsibilities to protect children from harm and cannot delegate this responsibility to the service provider.

When determining externally funded service provider access to the school, the principal needs to consider whether this access is compatible with their obligations of duty of care.

LST Guidelines – A Good Example Practice of Embedding NDIS Processes



Parent Written Request for the Delivery of a Therapy Service

This form is to be completed by parents or carers in advance of any service provision commencing in school. Information should be completed after reading the NSW Department of Education Information sheet for parents and carers – Requesting an NDIS-funded therapy service for your child at a NSW public school. **One form may be used for multiple service requests.**

There are 4 key steps for parents and carers who want an NDIS-funded service delivered in school:

1. Ask the school in writing
2. Meet with school staff to discuss details
3. The principal considers your request, taking into account the needs of your child, other students and the operations of the school
4. The principal lets you know whether or not the provider can deliver their services at the school.

Student Name:		Class Teacher:	
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Service Provision Requested:	Organisation Delivering Service:
Speech Therapy	
Occupational Therapy	
Physio Therapy	
Hydro Therapy	
Psychology	
Other	

NDIS goal of therapy service:

What is the expected outcome of the intervention:

What is the nature of the intervention			
<input type="checkbox"/> Observation in the classroom	<input type="checkbox"/> One to one therapy during class time	<input type="checkbox"/> Consultation with the teacher	<input type="checkbox"/> Other

Frequency of Service	Session Time	Duration of Service
<input type="checkbox"/> Weekly	<input type="checkbox"/> 30 minutes	<input type="checkbox"/> Term One
<input type="checkbox"/> Fortnightly	<input type="checkbox"/> 60 minutes	<input type="checkbox"/> Term Two
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other:	<input type="checkbox"/> Term Three
<input type="checkbox"/> Once or twice per term		<input type="checkbox"/> Term Four

Will the service relate to your child's personalised learning needs and agreed educational adjustments or supports?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Will you and the therapist be available to attend a meeting with the classroom teacher?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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<input type="checkbox"/> I understand that the meeting will help the principal to consider whether providing the service at school will fit with my child's personalised learning and support provisions and the operational arrangements at the school. This might include discussion of the times when the service would be provided.
<input type="checkbox"/> I understand that the principal will then need time to consider my request. A service provider will not be able to work in a school before approval has been given by the principal.
<input type="checkbox"/> I understand if the principal agrees to the service being delivered at school, the school will let me know and will enter into a written agreement with the therapy service provider.

As part of your role in your child's plan, you will have a service agreement with the provider you have chosen for your child's therapy support. This means you will continue to have a role when it is agreed that the service will be delivered at school.

I understand my role includes the following:

- Let the therapy provider know that the school has agreed they are able to work with your child at school at the agreed times and any other conditions. This information will be included in the written agreement with the school.
- Inform the therapy provider as soon as possible if your child is absent from school on a day on which the provider is supposed to go to the school.
- Inform the service provider if other activities at school mean that therapy cannot take place. For example, when sports carnivals, excursions, or special events or assemblies are scheduled.
- Inform the school if you stop using the service or change providers.
- Meet or talk regularly with school staff to review your child's personalised learning and support plan and talk about how the service is going.

Parent Signature:	Date:
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<input type="checkbox"/> Approved	<input type="checkbox"/> Declined	<input type="checkbox"/> On Hold/ Review
Principal Signature:		Date:

Consent to Contact the NDIS

Please complete this form to give consent for the NSW Department of Education to talk to the National Disability Insurance Agency (NDIA) on your behalf.

My Child's Details

Child's name: _____

Date of birth: _____

Address: _____

NDIS number (if known): _____

Relationship to the child: _____

Contact phone number: _____

Consent and Signature

I give permission for a NSW Department of Education representative (listed below) to contact the NDIA on my behalf to follow up on my child's NDIS plan.

By signing this consent form, I understand I have given the department permission to ask for and share information about me and my child with the NDIA. I understand I can withdraw my consent at any time.

Name: _____

Signature: _____

Date: _____

Approved NSW Department of Education Representatives (up to 3)

Name	Position	Contact Details

Externally Funded Service Providers Engagement Agreement

Engagement Title	
Provider Name	
Provider A.B.N	
Address	
Contact	
Email	
Phone	
School	
School Address	
School Contact	
School Email	
School Phone	
End Date	
Additional Terms <i>(refer to additional pages if required)</i>	
Drafting Note: <i>This section is used to include any separately negotiated terms that are unique to the particular arrangement.</i>	

Specific services to be delivered to individual students to be attached in separate schedules to this Agreement.

Executed as an Agreement:

Signed:	
Signed for the School on behalf of the NSW Department of Education by:	Signed for the Contractor by:
Principal: Date:	Authorised Officer: Date:
Name of Principal	Name of Authorised Officer
Witness: Date: Name of Witness:	Witness: Date: Name of Witness:

1. Services

- 1.1 **Performance** The Contractor will carry out the Services according to this agreement (and any schedules to this agreement). The Contractor must provide the Services
1. in accordance with all applicable laws and regulatory requirements, relevant Australian industry standards, best practice and guidelines and all licences and consents;
 2. with due care, skill and diligence and in a proper and professional manner.
- 1.2 **Induction** The Contractor must not provide any Services until the Contractor and its personnel have completed an induction program. The School will notify the Contractor of details of the induction program.
- 1.3 **Child Protection Training** The Contractor must not provide any Services until the Contractor and its personnel have completed the Department of Education's (DoE) Mandatory Child Protection Training online, or a suitable alternative training program delivered by the Contractor for its staff (*see Attachment A*).
- 1.4 **Health-Related Training** Where required by the school, the Contractor and its personnel are to complete relevant health care training specific to a student's health care needs, including the ASCIA Schools and Childcare Anaphylaxis e-training (*see Attachment A*). Evidence of this training must be provided to the School prior to providing any Services at the School.
- 1.5 **Provider Attendance Costs** The school will not be liable for provider costs associated with attending the school, including for meetings to discuss service delivery arrangements and school induction.
- 1.6 **Duration and Ending** 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.

2. Use of Facilities and Costs

- 2.1 **Use of facilities** The School will not charge for the use of the School's facilities, unless otherwise agreed in writing.
- 2.2 **Cost recovery for extraordinary costs** If circumstances arise that generate costs that the School reasonably believes were not contemplated, then the School will provide the Contractor with written notice of such costs. The parties will then, in good faith, meet to determine the allocation of these costs between the parties.

3. Conflict

The Contractor 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.

If an actual, perceived or potential conflict arises, the Contractor will immediately notify the School, in writing, fully detailing the conflict. The School will then determine how to deal with the conflict.

4. Child Protection

The Contractor acknowledges that it (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 Contractor will ensure that it (and its personnel) comply with the requirements of the Child Protection Laws and policies of the DoE relating to child protection as notified to the Contractor from time to time.

The Contractor must, at the Contractor's expense, certify that the Contractor and the Contractor'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 DoE). Any of the Contractor's personnel that is a prohibited person under any Child Protection Laws must not be engaged in providing any Services.

The Contractor is to immediately advise the Department if it becomes aware that it (or its personnel) are the subject of a reportable allegation involving children.

5. Sharing of Information

The Contractor (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. The Contractor must then take reasonable steps to follow up and ensure that appropriate action is being considered or taken by the School.

In doing so, the Contractor (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* and its regulations.

The Contractor (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.

6. Important Notifications Concerning Serious Criminal Offences

The Contractor must immediately notify the School of any charges or allegations related to serious criminal offences concerning the Contractor or personnel.

A 'serious criminal offence' means any offence punishable by 12 months or more in gaol.

7. Ending

7.1 School's default The Contractor may end this agreement if the School breaches any of its obligations under this agreement. If the breach is capable of remedy the Contractor must first give the School 30 days to remedy the breach after it asks it to do so.

7.2 School may end on notice for any or no reason The School may end or suspend, in whole or in part, this agreement at any time for any or no reason by notice in writing to the Contractor. If the School exercises its right under this clause, the Contractor is not entitled to any compensation as a result of or in relation to such termination or suspension.

8. Indemnity

8.1 The Contractor indemnifies the School (including its officers and employees) against all claims, losses, liabilities, damages, costs and expenses of any kind the School is liable for relating to:

- personal injury or death or property loss or damage the Contractor (including its officers, employees, contractors and agents) causes or contributes to;
- the Contractor's (including its officers, employees, contractors and agents) negligent, unlawful or wilful act or omission.

The Contractor's liability under this indemnity will be reduced to the extent the School contributed to the claims, losses, liabilities, damages, costs and expenses.

9. Insurances

The Contractor will take out and maintain:

1. **workers compensation insurance or equivalent** workers compensation insurance as required under laws or, in the event the Contractor is an individual or sole trader, personal accident or such other similar insurance that will provide adequate cover in the event they are injured when providing the service;
2. **public liability insurance** public liability insurance policy providing cover for not less than \$20 million for any one occurrence; and
3. **professional indemnity insurance** a professional indemnity insurance policy for not less than \$2 million.

The Contractor will provide to the School certified copies of all insurances.

10. Student and School Information

The Contractor (and its personnel) may receive, in connection with this agreement, confidential and sensitive information relating to students (and their families) and the School. The Contractor must keep such information confidential and not disclose it to anyone else without the School's written approval.

The Contractor must:

1. put together and maintain effective security measures to keep the information secure; and
2. tell the School immediately on finding out about any suspected or actual unauthorised use or disclosure of such information.

11. Policies

The Contractor must ensure that it and its personnel comply with all of DoE's policies that are given or referred to the Contractor 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.

12. Record Keeping

The Contractor must, including as required by laws and regulatory requirements, keep detailed service records and other information relevant to the services. The Contractor must keep such records until 6 years from ending of this agreement.

The Contractor must provide to the School copies of all records relating to the Services as and when requested by the School.

13. Privacy

The Contractor (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)* from the School. The Contractor must comply, in respect of such Personal Information, with the:

1. Australian Privacy Principles under the *Privacy Act 1988 (Cth)*; and
2. principles under the *Privacy and Personal Information Protection Act 1998 (NSW)* – as if it is a 'public sector agency'.

14. Publicity and Use of Name

The Contractor 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 DoE including the School (including use of any logos) without the School's written approval.

15. Contractor is a Government Entity

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

- clause 8 (Indemnity)

- clause [9](#) (Insurance); and
- clause [17](#) (Disputes).

16. Subcontracting

The Contractor must not subcontract any work under this agreement in whole or part without the School's written consent.

17. Complaints, Grievances and Dispute Resolution

17.1 Notification of complaints The Contractor must inform the School principal on becoming aware of any complaint about the Contractor or the services.

17.2 DoE procedures Such complaints will be dealt with by the School principal, in consultation with the Contractor, in line with DoE's complaints policy/procedures.

17.3 Child protection related complaints Such complaints will be dealt with in line with DoE's 'Responding to Allegations Against Employees in the Area of Child Protection Policy'.

17.4 Disputes The parties must settle any dispute arising out of this agreement, except where urgent relief is required, as follows:

1. a party claiming that a dispute has arisen must give a written notice to each other party giving details of the dispute;
3. 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.

18. General

18.1 Additional Terms The main terms and conditions of this agreement will take priority to the extent of any inconsistency with the Additional Terms.

18.2 Notices 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 1. A party can change its details by giving notice of it to the other party.

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.

18.3 Approvals A party may give or not give an approval or consent in its absolute discretion (without reasons), unless stated otherwise.

18.4 Entire understanding 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.

18.5 Survival Clauses, [2](#), [5](#), [8](#), [9](#), [10](#), [12](#), [13](#), [14](#), [17](#), [18](#) and [19](#) survive the end of this agreement.

18.6 Severable If any clause of this agreement is illegal or unenforceable it is to be severed. The rest of this agreement will not be affected.

18.7 Waiver If a party has a right arising from the other's failure, the delay in exercising that right does not waive any rights.

18.8 Change Any change to this agreement is only effective if in writing.

18.9 **Assignment** The Contractor must not assign any of its rights or obligations without the School's written consent.

18.10 **Governing Law and Jurisdiction** The law of NSW Australia governs this agreement. The parties submit to the exclusive jurisdiction of its courts.

19. Interpretation

In this agreement, unless the contrary intention appears:

1. the words include, including, for example or such as when introducing an example, do not limit the meaning of the words to which the example relates to the example or examples of a similar kind;
2. 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.

Department of Education Policies, Guidelines and Training Requirements

1. Laws, Regulations and Policies

The Contractor and its personnel must comply with all laws, regulations and any DoE policies and guidelines (that the School makes it aware of) including the policies and guidelines referred to in this Attachment A.

- [Code of Conduct Policy and Procedures](#)
- [Working with Children Check 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](#)

2. Training

Child Protection Training

The Contractor and its personnel must complete, on an annual basis, the department's [Mandatory Child Protection Training](#) online (via MyPL), or a suitable alternative child protection training program delivered by the Contractor for its staff. 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 DoE's Mandatory Child Protection Training.

Where the Contractor delivers its own child protection training, the Contractor 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:
 - care and discipline of children
 - provider – child relationships
 - interactions with children with identified needs.

Health Care Related Training

Where required by the school, the Contractor and its personnel may need to complete the [ASCIA Schools and Childcare Anaphylaxis e-training](#) or any other relevant health care related training specific to a student's health care needs, and reflecting the nature of the service being provided and the degree of supervision of the provider's activities at the school.

Service Schedule

Externally Funded Service Providers - Engagement Agreement

School Name	
Student Name	
Services to be Delivered to the Student	
Provider Staff to Deliver Services to the Student	
Service Delivery Schedule	
Agreed School Facilities/Equipment to be Used During School-Based Service Delivery	
Agreed Provider Equipment to be Used During School-Based Service Delivery	
Supervision Arrangements	
Duration of Service Delivery	

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