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| POLICY: | Protocol for Collaborative Relationships with External Service Providers | | | # | 605 |
| SECTION: | 600 : Special Education | | | Page 1 | of 5 |
| APPROVAL/REVISION DATE: | October 25, 2024 | EFFECTIVE DATE: | October 26, 2024 | REVIEW DATE: | October 2029 |
| CROSS REFERENCE: | Policy/Program Memorandum No. 149<br>Ontario Reg. 474/00 | | | | |

1. Guiding Principle5

1.1 The Thunder Bay Catholic District School Board ("the Board") is committed to working collaboratively with external service providers providing regulated health services and social services by regulated health and social service professionals and paraprofessionals in order to positively impact student learning and well-being.

1.2 Collaborative agreements with community service providers may augment or enhance (not duplicate) the work of board professional staff while respecting the rights, responsibilities, and interests of both students and staff.

1.3 Written, signed agreements, Memorandum of Understanding (MoU), between the parties will help clarify expectations, roles and responsibilities, timelines, procedures, accountability, service quality, compliance with professional standards, integration/coordination, and dispute resolution.

1.4 The presence of a third party professional will comply with provisions under Ontario Regulation 474/00. Board property consists of publicly funded teaching/learning venues for the use of students and staff. Accordingly, unless explicitly agreed to otherwise, Board properties are not appropriate locations for the regular or routine conduct of private professional practice or for the transacting of business by private professionals.

2. Application

2.1 This policy applies to partnerships between the Board and outside agencies for the purposes of services provided directly to students in school settings, including but not limited to: Mental Health and Addiction Services, Hospice/Bereavement organizations, Family Services organizations; and Youth Outreach programs/organizations.

2.2 This policy does not apply to the Board's process to contract services for the Board overall, which is done through Purchasing Services in accordance with all appropriate policies and procedures, and in alignment with all collective agreements.

2.3 This policy does not apply to government mandated services provided directly to students in school settings or partnerships that have a Memorandum of Understanding with the Board such as: School Health Support Services, Children's Treatment Network; Care and Treatment agreements; Board-wide Protocols with Children's Aid Societies and Police Services; and/or speakers, classroom presentations and assemblies.

2.4 The main purpose of classroom instructional settings is to serve the best educational interests of all students, and therefore. where approved, the presence of an external service provider will be closely monitored and limited as needed to mitigate any detrimental impact to other students in the instructional setting.

## 3. Objective

3.1 The purpose of this procedure is to comply with the Ministry's Protocol for Partnerships with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Service Professionals, and Paraprofessionals (PPM 149) and outlines the process for developing effective community-based relationships with external agencies that foster student achievement and well-being in the delivery of programs and services for students in schools. It applies specifically to partnerships with external agencies for provision of services by regulated health professionals, regulated social service professionals and paraprofessionals.

## 4. Definitions

### 4.1 Board Staff

Board employed personnel, including Student Support Persons, who provide programs and services to students.

### 4.2 External/Service Provider

An organization/individual, not internal to a school board, that employs/or is a regulated health professional(s), regulated social services professional(s) and paraprofessional(s).

#### 4.2.1 Regulated Health Professional, Regulated Social Service Professionals:

- Audiologist, as defined by the Audiology and Speech-Language Pathology Act, 1991;
- Speech-Language Pathologists, as defined by the Audiology and Speech-Language Pathology Act, 1991;
- Occupational Therapists, as defined by the Occupational Therapy Act, 1991;
- Physiotherapists, as defined by the Physiotherapy Act, 1991;
- Psychologists, as defined by the Psychology Act, 1991;
- Psychological associates, as defined by the Psychology Act, 1991;
- Registered Psychotherapists as defined by Psychotherapy Act, 2007 and the Regulated Health Professions Act, 1991 (RHPA);
- Social Workers, as defined by the Social Work and Social Service Work Act, 1998;
- Other regulated professionals and/or paraprofessionals who are deemed by the school board to be essential for the delivery of programs and services for students with special needs.

#### 4.2.2 Para-Professionals

Individuals with relevant post-secondary or on the job training who work under the supervision of a member of a relevant regulated health professional college in Ontario, e.g., behaviour therapists (including behaviour therapists specifically trained in delivering

Applied Behaviour Analysis services), child therapists, art therapists, youth counselors, child and youth workers, occupational therapy assistants or physiotherapy assistants, communication disorder assistants, and social service workers.

## 5. Procedures

5.1 The parent shall complete the Application for Consideration of a New External Service Provider (Appendix A) to the principal at least two weeks prior to the proposed visit to allow an External Service Provider into the school for the purpose of observing their child/student and/or making recommendations to the principal for the purpose of supporting the educational needs of the child/student. The written request shall include a summary from the External Service Provider which describes the purpose of the proposed visit(s), the nature of activities to be observed, and the timing and frequency of visits.

5.2 The principal will consult with the Superintendent of Education before granting, denying or revoking a request made under section.

5.3 Should the principal, after consultation with the teacher and the appropriate Superintendent, decide to grant the request a written agreement will be developed.

5.4 An Agreement/Memorandum of Understanding (MoU) will:

- Clearly define activities, roles and responsibilities, including responsibilities in the case of participant crisis situations. Signatories to the MoU will be the Superintendent of Education for the Board and the third party professional.
- Ensure that long-term duplication of services already provided by school board staff does not occur.
- Ensure annual review of the protocols and projected services in consultation with the community partners and school board unionized staff.
- Ensure principals utilize service providers that are on the Approved Extended Service Provider list (see Special Education Plan)
- Ensure the following information is completed by the external provider:
    - Copy of the Informed Consent process for parent/legal guardian(s) or student who is of age for services to be provided
    - School Board Consent to Release of Confidential Information forms (to allow the two-way exchange of confidential information) prior to any involvement with students
    - Criminal Background Check that meets the school board's criteria for direct contact with students and is dated within the past 12 months (with annual review).
    - Proof of Insurance – external providers must obtain their own insurance which includes professional malpractice coverage (minimum $2,000,000) to insure against civil litigation alleging incompetence, professional errors, omissions or charges laid by professional colleges or parents/legal guardian(s). The external provider must provide assurance that their staff is covered while working on Board property.

- ☐ Proof of Workplace Safety Insurance Coverage as appropriate, for each of the service providers staff.

5.5 Appropriate signing authorities for the District School Board will:

- Coordinate third party requests from service providers (see 4.2.1 and 4.2.2)
- Approve or deny requests from service providers
- Develop and sign the Memorandum of Understanding after it has been reviewed centrally. One copy of the signed agreement will be kept on file at the Board Office and a copy will be sent to the external provider.
- Ensure that the terms of the Memorandum of Understanding are met and communicated to School Board unionized staff and the service provider's staff.
- Ensure the MOUs are updated annually.

5.6 External Service Provider shall:

- Sign the MoU after it has been reviewed centrally. One copy of the signed MoU will be kept on file at the Board Office and a copy will be sent to the external provider.
- Ensure service provider employees who are providing the services are duly qualified to perform the services;
- Ensure services are provided in accordance with legislative, regulatory and professional standards and requirements, as applicable;
- Agree that direct therapy to students will not be provided in the classroom;
- Be responsible for supervision and evaluation for the performance of its employees performing the services under the MoU;
- Deliver services in a capacity building manner;
- Agree to participate in a dispute resolution process if a conflict arises and cannot be resolved;
- Provide proof of liability insurance and indemnification certificate;
- Provide information regarding professional and paraprofessional staff;
- Proof of membership in the relevant regulated college,
- Proof of vulnerable sector screening.

5.7 The Memorandum of Understanding shall:

5.7.1 Provide the following:

- The identification of the external service provider;
- Description of service/program;
- History of external provider including ownership, staff qualifications and funding base of the external provider;
- Names of representatives of the external provider;
- Criminal background check with the vulnerable sector screening (CBCVSS)
- Anticipated outcomes of programs and services to be provided;
- As may be required, a training plan for Board support staff;
- Qualifications/Supervisory relationships for the staff of the .External Service Provider. For Regulated Health Professionals, Regulated Social Service

Professionals, evidence of current qualifications appropriate to the services provided (e.g. current membership in the relevant regulated College of Ontario and a declaration that services will be delivered in accordance with professional standards of practice) is required;

- For Para-Professionals, evidence that they are working under the clinical supervision of staff from the external provider who currently hold membership(s) in the relevant regulated college(s). This should include the provider staff's role, responsibilities, name of immediate supervisor, supervision plan with time and supervisor's qualifications;
- Articulate space outside of the classroom and materials requirements from the external provider
- Ensure that space for Board Staff to execute their duties is secured prior to offering space to external providers;
- Record any fee or payment required by external provider;
- Articulate roles and responsibilities of both Board and External Service Provider staff;
- State terms of termination of the MoUwith input from the External Service Provider and Board Staff;
- State and maintain a process to resolve disagreements or disputes that may arise.
- Confirm that neither the external provider nor its staff are in a conflict of interest with the Board or the students for whom programs and/or services are to be provided.
- Methodology and/or process to evaluate the programs and/or services provided.

5.7.2 Include statements by the external provider assuring:

- Adherence to School Board policies and procedures, including but not limited to standards of confidentiality, equity, Code of Conduct, and the Ontario *Human Rights Code*.
- Ensure that no video taping or conferencing or audio taping of students or staff is carried out by the External Service Provider absent consent from all necessary parties in order to protect the confidentiality of personal information of students and staff in accordance with the Education Act, the Municipal Freedom of Information and Protection of Privacy Act and TDSB's Freedom of Information and Protection of Privacy Policy (P094).

## 6. Terminating Services

6.1 Services provided by an External Service Provider will end on the date specified in the formal agreement which shall not be longer than 12 months. Extensions to complete the delivery of services may be negotiated on an ad hoc basis with the provision that either party may choose to respect the termination date of the MoU. Either the Board, where indicated, or the External Service Provider has the right to terminate the services after appropriate notice, according to the terms stated in the MoU.

Form A: Application for Consideration of a New External Service Provider