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<b>Date of Issue</b>	December 23, 2009
<b>Original Date of Issue</b>	December 23, 2009
<b>Subject</b>	<b>PROTOCOL FOR COLLABORATIVE AGREEMENTS WITH EXTERNAL AGENCIES OR INDIVIDUAL PRACTITIONERS IN THE AREAS OF REGULATED HEALTH PROFESSIONALS AND PARAPROFESSIONALS AND REGULATED SOCIAL SERVICE PROFESSIONALS AND PARAPROFESSIONALS</b>
<b>References</b>	PPM 149 Deputy Ministers Memorandum- Application for Consideration of an Educational Collaboration – Supplemental
<b>Links</b>	APM A7220  APM A8520
<b>Contact</b>	Instructional Services

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**1. Principles**

- 1.1 The Simcoe County District School Board (“the Board”) is committed to working collaboratively with community health and social service professionals and paraprofessionals from the community in order to positively impact student learning and well-being.
- 1.2 All such persons are required to abide by the Simcoe County District School Board (SCDSB) Code of Conduct, each school’s local Code of Conduct and all other safe school policies. The Board will continue to engage in mutually beneficial collaborations with those who share a vision that is consistent with the Board’s mission statement and system goals.

**2. Objective**

This protocol provides for a framework for creating, implementing and evaluating collaborative agreements between the Simcoe County District School Board and external agencies and individual practitioners who supply regulated health professional and social service professional and paraprofessional services to the Board or to a school.



### 3. Definitions

- 3.1 **Collaborative Agreement.** The formal, written document which outlines the terms and conditions of a mutual accord that is signed prior to the implementation of the collaborative activities.
- 3.2 **Description of Program or Service.** A written record of the objectives, roles, responsibilities and activities of the external provider that is delineated in the collaborative agreement.
- 3.3 **External Provider.** The external agency or individual that provides professional services or paraprofessionals providing service within the collaborative agreement. External agencies are considered public third-party services.
- 3.4 **Private Third Party Services.** Services delivered to a student(s) by individuals or agencies who are not board employees and whose services are paid for by a parent/guardian, insurance company, or other private party and maybe offered in the home, community, practitioner office setting or, under specific circumstances, schools.
- 3.5 **Professionals.** Individuals who are members of a regulated professional college in Ontario i.e. audiologists, nurses, occupational therapists, physiotherapists, psychologists, psychiatrists, social workers and speech-language pathologists.
- 3.6 **Paraprofessionals.** Individuals with relevant post-secondary or on the job training who may or may not work under the supervision of a member of a relevant regulated health professional college in Ontario, e.g. behaviour therapists, child therapists, youth counsellors, child and youth workers, occupational therapy or physiotherapy assistants, and communication disorder assistants.
- 3.7 **Instructional Services Professional and Paraprofessional Staff (ISPPS).** Professional Board Staff of Instructional Services which includes Social Work, Speech-Language Pathology, Psychological and Registered Practical Nursing and paraprofessional board staff of instructional services that includes Child and Youth Workers, Speech and Language Assistants and Behavioural Therapists ABA Coordinators.
- 3.8 **SCDSB - Service Collaboration Committee (SCDSB-SCC).** School board level committee, that is responsible for the identification of potential collaborations with external providers. This committee will be chaired by a school board administrator or designate and consist of personnel from instructional services, designated ISPPS, business services, and union representatives.
- 3.9 **Ad Hoc Joint Advisory Committee (AHJAC).** An Ad Hoc Joint Advisory committee will be convened in the event of a disagreement or dispute between the board and external agency.



#### 4. **Process Components**

- 4.1 A school board administrator(s) or designate(s) will be assigned to manage the protocol and review process. Advice from the Instructional Service Staff, ISPPS external providers, Freedom of Information/Records Management Coordinator, business services and unionized school board staff will be solicited during the annual protocol review process.
- 4.2 The SCDSB and its co-terminus and contiguous school boards will continue to explore the development of collaborations and protocols to facilitate the delivery of programs and services.
- 4.3 The procedures outlined in this document supplement public third party services in schools outlined in APM A8520 (Third Party Services in the Schools). Private third party service procedures are also outlined in APM A8520.
- 4.4 The SCDSB maintains a SCDSB-SCC and forms AHJACs when appropriate.
- 4.5 Collaboration agreements will be consistent with the Board's Mission Statement, address needs identified in the board improvement plan, reflect system goals, and provide expanded opportunities for student success.
- 4.6 In the course of crafting a Collaborative Agreement, the SCDSB-SCC will ensure that the proposed service (i.e. assessment, counselling, consultation or treatment) enhances (does not duplicate) current service delivered by Board staff. Services provided by external providers must not be in conflict with provisions of collective agreements with Board staff.
- 4.7 The Board delineates programs and services currently delivered by external agency staff and programs and services that are currently delivered by ISPPS. **(APPENDIX A)**
- 4.8 Collaborative agreements will indicate whether program or service provision is long-term or short-term (time limited) to ensure that duplication of services already provided by school board staff do not occur.

#### 5. **Responsibilities**

- 5.1 The principal is responsible for the organization and management of the school, as per the *Education Act*.
- 5.2 Supervision of paraprofessionals from external agencies is to be provided by staff from external agencies, who are members of a relevant regulated college.
- 5.3 School boards, external agencies and ISPPS must collaborate on the evaluation of programs and services provided for yearly review.



## 6. Operational Procedures

Operational Procedures for developing a formal collaborative agreement with a public third party.

### 6.1 Stage 1

External provider(s) that have been identified by SCDSB-SCC as potential collaborators are required to supply the following information and attest to the included provisions when completing an **Application for Consideration of an Educational Collaboration – Supplemental Instructional Professional Services Form (FORM A8550 - 1)**.

SCDSB-SCC representatives will be available for consultation to potential external providers to assist in completing the application.

6.1.1 Description of the history and ownership/funding base of the external provider.

6.1.2 Description of the nature of the program or service that will be provided.

6.1.3 Anticipated outcomes of the involvement.

6.1.4 Evidence of congruence with the board's mission, vision and values.

6.1.5 Names of the representatives of the external provider.

6.1.6 Qualifications/supervisory relationships of external staff providing service:

6.1.6.1 For external staff that belongs to a professional College, confirmation of membership in said college as well as registration or certification number and declaration that service will be delivered in accordance with professional standards of practice.

6.1.6.2 for external staff who are unregulated (paraprofessional), declaration that they are working under the supervision of a staff member from the external provider who is a regulated member of the relevant College in Ontario. For example a behaviour therapist must be working under the supervision of either a member of the College of Psychologists of Ontario or a member of the Ontario College of Social Worker and Social Service Workers. Details of the paraprofessional's role, responsibilities, the name of his or her immediate supervisor, the supervision plan (including time) and the supervisor's qualifications must be provided.

6.1.7 Informed consent procedures:

6.1.7.1 Documentation of the informed consent process for the parent/legal guardian(s) or student who is of age, for the services to be provided is required. External Provider obtains informed consent. (Sample attached to application).

6.1.7.2 The external provider agrees to complete SCDSB Consent to the Release of Confidential Information forms (e.g. Forms that permit the two-way exchange of information between the Board and the external provider) which will be submitted prior to any involvement with a student. (**FORM A8550 - 2** and or **FORM A8550 - 3**).



- 6.1.8 Criminal Record and Vulnerable Sector Screening Check
  - 6.1.8.1 The Board has responsibility under the law to provide a safe and secure learning environment.
  - 6.1.8.2 External providers must declare that their service providers have a valid Criminal Record Check and Vulnerable Sector Screening that is in compliance with the standard check used by the Board - full disclosure and dated within the past 6 months (with annual review).
  - 6.1.8.3 Individual service providers must produce a valid Criminal Record Check and Vulnerable Sector Screening that is in compliance with the standard check used by the Board - full disclosure and dated within the past 6 months (with annual review).
- 6.1.9 Liability/Insurance
  - 6.1.9.1 External providers must carry their own insurance which includes professional malpractice coverage of at least \$2,000,000 to insure against civil litigation alleging incompetence, professional errors, omissions or charges laid by professional colleges or parents/legal guardians. External providers will name the board as an additional insured under the policy. External providers will submit certificate of insurance upon completion of the collaborative agreement.
  - 6.1.9.2 The external provider is required to provide assurances that their staff is covered while working on board property.
- 6.1.10 Supervision in the School
  - 6.1.10.1 The principal will be responsible for the operational activities of the external provider within the school (as per the *Education Act*).
  - 6.1.10.2 Clinical supervision of the external provider's staff that is not registered with a College will be provided by the external provider's College registered supervisor.
  - 6.1.10.3 The senior psychologist and designated social work, speech-language and registered practical nursing staff are available to consult with the instructional services personnel, supervisory officers and principals regarding issues of professional conduct, service delivery and quality assurance. In the case of external providers from unrelated disciplines, such school board personnel can consult with the senior psychologist with respect to such matters.
- 6.1.11 Respect for the Board's collective agreements with unionized staff.
- 6.1.12 Expectations for space and material resources:
  - 6.1.12.1 Given the paucity of space and material resources, any needs for space and material resources by the external provider must be clearly articulated and approved.



- 6.1.13 Willingness to participate in a conflict resolution process.  
A joint advisory committee will be convened in the event that a disagreement or dispute between parties must be resolved. This committee will consist of no less than three representatives from the Board and the external provider should provide no less than three representatives as well, however, in the case of smaller agencies or individual providers, such providers may have fewer than three participate in the conflict resolution process.
  - 6.1.14 Agreement to adhere to the Board's standards of confidentiality, equity, human rights and safe schools.
  - 6.1.15 Statement of any fees or payment required.
  - 6.1.16 Proposed method of evaluation along with proposed tools.
  - 6.1.17 Verification of time frame associated with collaborative agreement: by way of set termination date (short terms) versus "indeterminate" with yearly review (long term).
  - 6.1.18 Should the SCDSB-SCC approve of preparing a collaborative agreement, the contents of the application will serve as a foundation for building a collaborative agreement.
- 6.2 **Stage 2 – Proposed Collaboration Development and Completion Process**
- 6.2.1 The Application for Consideration of an Educational Collaboration – Supplemental Instructional Professional Services Form (**FORM A8550 - 1**) will be reviewed by the SCDSB-SCC.
  - 6.2.2 If the application is approved for consideration, a draft formal collaborative agreement will be prepared by the SCDSB-SCC. The contents and structure of the application will serve as the basis for the development of the draft formal collaborative agreement between the board and the external provider.
  - 6.2.3 While the SCDSB-SCC will take responsibility for preparing a draft of a formal collaborative agreement, consultation with senior administration, the applicant, instructional services staff, and others will support the crafting of a comprehensive draft.
  - 6.2.4 The SCDSB-SCC is responsible for ensuring that a formal collaborative agreement is not in conflict with provisions of any collective agreements.
  - 6.2.5 The draft will be converted to a proposed formal collaborative agreement that will be signed by the Superintendent of Instructional Services, along with the Director of Education. The formal collaborative agreement will be returned to the SCDSB-SCC and forwarded onto the external provider for signature. Alternatively, the proposed formal collaborative agreement may prompt further consultations, revisions and submissions until a final formal collaborative agreement is accepted and signed by both parties.
  - 6.2.6 A copy of the final collaborative agreement will be housed in the files of the Superintendent of Instructional Services and chair of the SCDSB-SCC for reference where and when appropriate.



6.3 Terminating a Collaborative Agreement

Collaborative agreements will end on the date specified in the formal agreement, or if end date is indeterminate a possible end date can be incorporated in the yearly review. 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 agreement. Either the Board, where indicated or the external provider has the right to terminate a collaborative agreement after appropriate notice, according to the terms stated in the collaborative agreement.

<b>First Issued</b>	December 23, 2009
<b>Revised</b>	
	<i>Issued under the authority of the Director of Education</i>



**1. Programs and Services Currently Delivered by External Agency Staff**

<b>External Providers</b>	<b>Service</b>
Auditory Learning Resources	Consultation and/or Assessment
Bloorview MacMillan Children's Centre	Consultation and/or Assessment
Central East Autism Program	Consultation and/or Assessment
Children's Treatment Network	Augmentative Communication Services & Neuropsychological Assessments
Community Care & Access	OT, SLP, Physiotherapy & Nursing Services
Deaf Access Simcoe Muskoka	Transition Support Workers & Interpreters
Elizabeth Frye Society	Consultation and/or Counselling
Geneva Centre	Consultation and/or Counselling
John Howard Society	Consultation and/or Counselling
Kerry's Place	Autism Support Services
Kinark	Individual & Group Counselling Services through COMPASS
Kinark	Kinark ASD School Support Program
Lion's Club	Vision Screening
New Path	Individual & Group Counselling , Adolescent Outreach Program through COMPASS and Intensive School Support Program also through COMPASS
Public Health Department	Presentation and Consultation
Pryor Linder & Associates	Psychological Assessments
Rack Consulting – Dr. Condillac	Psychological Assessments & Consulting
Dr. Sandy Wiseman	Psychological Assessments
Valentin & Blackstock	Psychological Assessments
Simcoe Community Services	Transition Coordinators
Speech & Language Clinic	Language Assessments
Student Outreach Services	Addictions Counselling
York Simcoe	Consultation

**2. Programs & Services Currently Delivered by ISPPS**

<b>Staff</b>	<b>Service</b>
Attendance Counsellor	Attendance Counselling
ABA Coordinators	Consultations
Child & Youth Workers (CYWs)	Currently Educational Services
Psychologist	Assessment, Consulting and Supervision
Psychological Associate	Assessment, Consulting and Supervision
Behaviour Associate	Assessment, Consultation
Senior Psychologist	Management, Program Development, Consulting and Supervision
Registered Practical Nurses	Nursing
Social Work	Counselling & Consultation
Speech & Language Assistants	Intervention
Speech & Language Pathologist	Assessment, Consulting and Supervision



**Application for Consideration of an Educational Collaboration – Supplemental  
Instructional Professional Services Form**

Applicant: \_\_\_\_\_  
(External Agency or Regulated Health or Regulated Social Service Provider)

Description of the history and ownership/funding base of the external provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of the nature of the program or service that will be provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anticipated outcomes of the involvement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evidence of congruence with the board's mission, vision and values:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional (Regulated Health or Social Service Provider) of External Provider.

Name	Profession	Certificate or Registration #



Paraprofessional provider with confirmation Post-Secondary Credentials as well as Regulated Health or Social Service Supervisor, Profession and Certification or Registration #.

Name of Paraprofessional	Post-Secondary Credentials	Supervisor	Professional Status	Certification or Registration #

Informed consent procedures:

Applicant confirms that they have and will provide,

Documentation of the informed consent process for the parent/legal guardian(s) or student who is of age, for the services to be provided is required and will be submitted by the external provider (sample attached).

The external provider agrees to complete SCDSB Consent to the Release of Confidential Information forms (e.g. forms that permit the two-way exchange of information between the Board and the external provider) which will be submitted prior to any involvement with a student.

Criminal Record and Vulnerable Sector Screening Check

The Board has responsibility under the law to provide a safe and secure learning environment. External providers must obtain and produce a valid Criminal Record Check and Vulnerable Sector Screening that is in compliance with the standard check used by the Board (full disclosure and dated within the past 6 months (with annual review). Provision of these checks is required before service is delivered.

Liability/Insurance:

External providers affirm that they do, or will, carry their own insurance which includes professional malpractice coverage of at least \$2,000,000 to insure against civil litigation alleging incompetence, professional errors, omissions or charges laid by professional colleges or parents/legal guardians. External providers will name the Board as an additional insured under policy. External providers will submit certificate of insurance prior to the implementation of a collaborative agreement and upon renewals.

The external provider is required to provide assurances that their staff is covered while working on board property.



Supervision in the School:

The external provider understands and agrees that,

The principal will be responsible for the operational activities of the external provider within the school (as per the *Education Act*).

Clinical supervision of the external provider's staff that are not registered with a College will be provided by the external provider's College registered supervisor under who the external staff member works.

The Senior Psychologist and designated Social Work, Speech-Language and Registered Practical Nursing staff are available to consult with the principal regarding issues of professional conduct, service delivery and quality assurance. In the case of external providers from unrelated disciplines, principals can consult with the Senior Psychologist with respect to such matters.

The provider respects the Board's collective agreements with unionized staff.

The provider agrees to adhere to the Board's standards of confidentiality, equity, human rights and safe schools.

Expectations for space and material resources:

In the provision of services, the service provider is requesting the following provision of space to provide service.

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In the provision of services, the service provider is requesting the following provision of the following materials and or electronic supports in schools to provide service.

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A joint advisory committee will be convened in the event that a disagreement or dispute between parties must be resolved. This committee will consist of no less than three representatives from the Board and the external provider should provide no less than three representatives as well, however, in the case of smaller agencies or individual providers, such providers may have fewer than three participate in the conflict resolution process.



The applicant/provider affirms that all services rendered will be delivered in accordance with professional standards of relevant college.

Notwithstanding the outcome of a conflict resolution process, the school, board or external provider has the right to terminate an existing collaborative agreement after appropriate notice and according to the terms in the collaborative agreement.

The external provider agrees to adhere to the Board's standards of confidentiality, equity as well as safe schools.

The following fees are proposed for the following services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The external provider proposes the following method of evaluation of services provider including proposed tools (attach):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The applicant agrees that all service provided will abide by professional standards of its regulatory college.

Proposed start date: \_\_\_\_\_ (short term)

Proposed end date: \_\_\_\_\_ (indicate date or indeterminate – long term)

This applicant is proposing the above terms and conditions for a collaborative agreement and is attesting to the capacity to provide for the above provisions. The applicant is submitting this application for consideration by the SCDSB- Service Collaboration Committee.

Should the application be considered for collaboration agreement development and implementation, the applicant agrees to co-develop a formal collaboration.

\_\_\_\_\_  
External Agency Lead  
Credential

\_\_\_\_\_  
Date



Consent to the Release of Confidential Information

I (We)

Print full name: First Name, Last Name

of

Address

hereby consent to the release of the following information: Educational Assessments and Special Education Reports, Psychological Information, Speech-Language Information, Brief Written Summary of your involvement and any relevant information and other information related to educational programming (please specify) and/or

Other: Written and/or verbal (cross out those that do not apply) Specify

Compiled / prepared by

(Name of institution, agency or person)

Address

In respect of

Name of student Student ID#

Date of Birth: yy/mm/dd School

To Simcoe County District School Board, {Student Services} 1170 Hwy 26, Midhurst, ON L0L 1X0

Name of institution, agency or person: e.g., SCDSB

for the purposes of: Educational Planning, Determination of Needs, Co-ordination of Service, and/or

Other: Specify

NOTE: THE INFORMATION OBTAINED THROUGH THIS RELEASE WILL BE PLACED IN THE STUDENT'S ONTARIO SCHOOL RECORD

Special Instructions:

Signature

Witness

relationship to student

Dated this

Day of ,

This consent to release information form remains valid until\*:

(maximum one year from date of signature)

yy/mm/dd

Authorizing person (s) may cancel or change the above authorization in writing at any time prior to the expiry date, unless action has already been taken on the basis of the authorization.

Please review advisement on the reverse side



**Advisement to Parent(s)/Guardian(s)/Adult Student  
and Originator(s) of the Report(s) Provided Through Consent**

The Simcoe County District School Board hereby provides the following advisement from the Education Act and the Ontario Student Record (OSR) Guideline 2000:

1. "Every student has the right to have access to his or her OSR" Ontario Student Record (OSR) Guideline 4.1;
2. "The parents of a student have the right to have access to the student's OSR, until the student becomes an adult (age eighteen)". Ontario School Record (OSR) Guideline 4.2;
3. "Municipal and provincial Freedom of Information legislation permits persons who have the right to have access to personal information to receive copies of the information. Ontario Student Record (OSR) Guideline 4;
4. The contents of a pupil's Ontario Student Record Folder "is not admissible in evidence for any purpose in any trial, inquest, inquiry, examination hearing or other proceeding, except to prove the establishment, maintenance, retention or transfer of the record, without the written permission of the parent or guardian of the pupil or, where the pupil is an adult, the written permission of the pupil." Education Act, Section 266 (2) (b);

Any questions regarding this advisement should be directed to your Regional Principal of Special Education, Simcoe County District School Board.

The information which is being requested in this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act and the Education Act and its regulations and will be used in connection with the student's enrollment, instruction and accommodation together with any ancillary or related matters under the Education Act. The contact person for inquiries concerning the collection of this information is the Superintendent of Instructional Services located at the Education Centre, Simcoe County District School Board, Midhurst, Ontario Telephone (705) 728-7570.



Consent to the Release of Confidential Information

I (We) \_\_\_\_\_
Print full name: First Name, Last Name

of \_\_\_\_\_
Address

hereby consent to the release of the following information: Educational Assessments and Special Education Reports, Psychological Information, Speech-Language Information, Brief Written Summary of your involvement and any relevant information and other information related to educational programming (please specify) and/or

Other: Written and/or verbal \_\_\_\_\_ (cross out those that do not apply)
Specify

Compiled / prepared by Simcoe County District School Board, {Student Services} 1170 Hwy 26, Midhurst, ON L0L 1X0
(Name of institution, agency or person) Address

In respect of \_\_\_\_\_
Date of Birth: yy/mm/dd

Name of student

Student ID#

School

To \_\_\_\_\_
Name of institution, agency or person: e.g., SCDSB

for the purposes of: Educational Planning, Determination of Needs, Co-ordination of Service, and/or

Other: \_\_\_\_\_
Specify

NOTE: THE INFORMATION OBTAINED THROUGH THIS RELEASE WILL BE PLACED IN THE STUDENT'S ONTARIO SCHOOL RECORD

Special Instructions: \_\_\_\_\_

Signature: \_\_\_\_\_
relationship to student
Witness: \_\_\_\_\_

Dated this \_\_\_\_\_ Day of \_\_\_\_\_,

This consent to release information form remains valid until\*: \_\_\_\_\_
(maximum one year from date of signature) yy/mm/dd

Authorizing person (s) may cancel or change the above authorization in writing at any time prior to the expiry date, unless action has already been taken on the basis of the authorization.

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