

**Application/Agreement to
Provide Services in
Designated Space in ADSB Schools
2025-2026**

The ***Algoma District School Board*** (hereafter referred to as ADSB) agrees to enable

Third-party Provider: _____

Designated Representative of the Provider: _____

(hereafter referred to as the “Third-Party Provider”) to access schools to provide services in a designated space subject to approval of this application/agreement.

Adherence to Protocol: Agreements reached with a Third-Party Provider must fulfill all requirements of the ADSB *Protocol for Agreements with External Providers for the Provision of Services by Regulated Health Professionals, Regulated Social Services Professionals and Paraprofessionals* (referred to as the Protocol).

Designated Space: The term “designated space” will refer to a specific area within the school that, in consultation with the principal, is provided for use by staff of the Third-Party Provider for the provision of services. A student’s classroom shall not constitute a designated space under this agreement. It is understood that not every school of the ADSB will have the available capacity to provide a designated space for each service that may be requested.

Description of the service to be offered by the third-party:

Anticipated impact of the service and how this will be measured.

School Sites

- The Third-Party Provider requests and will be granted access to ADSB sites in which designated space may be available to provide services upon approval of this application/agreement. Availability will be determined by the individual school principal, in consultation with other ADSB staff.

Access to Designated Space:

- Students must be enrolled in the school to receive services from the Third-Party Provider in the designated space
- Subject to the conditions outlined in the Protocol, staff of the Third-Party Provider will only have access to provide services in a designated space during the instructional day.
- It is understood that the school's operational needs must be given precedence over the scheduling needs of third-party provider staff (e.g. internal staff requiring space will receive priority over the third-provider staff).
- If available, access to other unused spaces within the school (e.g. gymnasium) may be scheduled through the principal.

Access to Classrooms

- It is understood that the Third-Party Provider will deliver direct services in designated spaces without access to the student's classroom.
- Should another type of collaborative model be requested at any time (e.g. observation, consultation) the Third-Party Provider will follow steps and conditions identified in the Protocol.

Scheduling

- The School Principal will schedule use of designated space in consultation with the Third-Party Provider.
- It is understood that space may not be available at all school sites as requested, and scheduling will occur based on space being available.

Cancellation of Scheduled Services

- If services are to be cancelled on any given date, the Third-Party Provider will notify the school principal (or designate) of the cancellation prior to the start of the school day.

Confidentiality

- External agencies that provide services in ADSB schools must adhere to the ADSB's requirements for confidentiality. Subject to relevant legislation (e.g. Duty to Report), it is understood that information about ADSB students, staff and any other individuals within the school setting is not to be shared or discussed outside of the school.

Orientation and Operations:

- The school principal (or designate) is responsible for the organization and management of the school. All individuals working within the school, including staff of third-party providers, are subject to the authority of the school principal regarding matters related to the school's operations.
- The school principal (or designate) will be responsible for orientation of Third-Party Provider staff to the school site, including information regarding emergency procedures for lock-down and fire drills.
- The Third-Party Provider will sign-in and sign-out each day at the main office of the school as per the procedures established at the individual school.

Treatment Plans/Strategies:

- The Third-Party Provider bears all responsibility for the development and delivery of the services that it provides to students within the designated space
- The student(s) receiving services in the Designated Space will have an individualized treatment/rehabilitative services plan provided by the Third-Party Provider.
- The individualized treatment/rehabilitative services plan will be implemented through services provided in the designated space.
- The individualized treatment/rehabilitative plan, once developed, may be shared with appropriate school-based staff for the purposes of supporting the student. It is understood that school staff provide educational services, as well as providing accommodations, modifications, and alternative programming as outlined in the student's individual education plan. School board staff do not provide therapeutic services, and therefore strict adherence to strategies, practices, or interventions outlined in a therapy/rehabilitation plan cannot be guaranteed.
- It is understood that the ADSB multi-disciplinary team focuses on supporting school-based staff in providing accommodations, modifications, and alternative programming to enhance the student's achievement and well-being in the classroom while external provider staff focuses on providing therapy/rehabilitation services directly to the student in designated spaces on the school site. Collaboration to ensure consistency in programming is always encouraged.

Safety Planning

- Student Safety plans (if applicable) will be discussed among Third-Party Provider staff and school staff prior to beginning services
- In a student becomes agitated while receiving services to the point that safety is compromised, third-party provider and school staff will follow the provisions of the safety plan that has been developed.

Documentation:

- Third-Party Providers must maintain confidentiality in creating, storing, accessing and transferring child-specific clinical documentation under their control, whether this is written, electronic or in any other medium.
- Any materials used in the delivery of services will remain the property of the purchasing organization.

Conflict Resolution

- Where conflicts develop between ADSB staff and Third-Party Provider staff, resolution will be attempted locally with referral to the respective administrator/supervisor.
- If the parties are unable to resolve conflicts at the school level, referral will be made to the appropriate ADSB Supervisory Officer (or designate) and senior staff (or designate) of the third-party provider for resolution.
- For greater certainty, if any allegations of illegal or inappropriate activity on the part of ADSB staff are brought to the attention of the external provider, details of the allegations will be formally communicated to the school principal as soon as possible for joint resolution. In the case of allegations of illegal or inappropriate activity on the part of Third-Party Provider

staff brought to the attention of ADSB staff, they shall be formally communicated to the external provider designate as soon as possible for joint resolution.

- The terms and conditions of any Collective Agreement governing employees of the ADSB will be respected in all matters of conflict resolution.

Documentation:

Please sign off on each section to indication completion.

Third-Party Provider Staff:

Staff that will be providing the service. Please include evidence of current qualifications appropriate to the services to be provided.

If the third-party provider staff is unregulated, name and qualifications of the regulated staff member that will be supervising the paraprofessional.

_____ (Signature)

Consent:

- Form 2 must be completed and provided to the school.
- The school will be provided with parental consent to access/share information between the third-party provider and the ADSB/school.
- For students under the age of 18, specific written consent must be obtained from the parent for the ADSB to release information from the Ontario Student Record (OSR). For students over the age of 18, specific written consent may be obtained directly from the student to release information from the OSR.

_____ (Signature)

Criminal Background Check:

- The Third-Party Provider agrees that all Third-Party Provider staff providing services on school sites have had an appropriate criminal background check completed. The ADSB reserves the right to request and approve confirmation at any time.

I confirm that criminal background checks have been completed for all staff and can provide documentation upon request:

_____ (Signature of External Provider)

Insurance

- The Third-Party Provider has secured liability insurance (including insurance with respect to professional errors and omissions) at a minimum of \$2 million per occurrence to protect it and the ADSB from any claims for damages, for personal injury including death, and from claims for property damage caused by the negligence or wrongdoing of the employees of Third-Party Provider. The Third-Party Provider will furnish the ADSB with confirmation of this upon request.

Insurance Company:

Signature _____

Termination of the Agreement

- Once approved has been received from the ADSB, this agreement will in place from the date of approval through the remainder of the current school year.
- Either party may terminate the agreement during the school year with notice provided to the other party.

Third-Party Provider:

I have reviewed the Protocol, reviewed and completed this application/agreement in full, and provided copies of all required documentation as requested. My signature indicates acceptance of and adherence to the conditions outlined in this application/agreement to access designated space in ADSB schools.

(Signature of Third-Party Provider representative)

Title (Please print): _____

Date: _____

Algoma District School Board:

This application / agreement has been approved.

The Third-Party Provider has been granted access to provide direct services in a designated space in ADSB schools subject to the conditions listed in the Protocol and this application / agreement.

(Signature of Algoma District School Board representative)

Title (Please print): _____

Date: _____