

Parent/Legal Guardian Application Packet for
Private Outside Provider in School
(Non-RBT)



For the purpose of this application packet, references to District School Board of Brevard County (School Board) will mean any of its School sites, and/or any site that it has entered a contract to use for School Board business and/or events.

04/04/2022



APPLICATION TO ALLOW A PRIVATE OUTSIDE PROVIDER (NON RBT) INTO A BREVARD COUNTY PUBLIC SCHOOL

To be completed by student's parent/legal guardian and/or private outside provider:

Print Student's Name	Current School	
Current Grade	Date of Birth	Primary Eligibility
Provider Type (i.e. LMHC, LCSW, BCBA, PT, OT)		

I request that the following private outside provider be allowed to provide the service(s) indicated below for my child (check all that apply):

- Consultation
- Observation/Data Collection
- Direct Services

Dates of Use	Days of Week	Hours of Use by Applicant		Services to be Provided
	S M T W TH F S	From:	To:	
	S M T W TH F S	From:	To:	
	S M T W TH F S	From:	To:	
	S M T W TH F S	From:	To:	

My child's private outside provider and the school's principal must consent to the time and location of where the services will be provided. In determining the time and date for services to be provided, the principal must adhere to the collective bargaining agreement for instructional employees and the instructional needs of the student. Services may be delivered in my child's classroom with the express permission of the principal, subject to the principal's determination that such activity will not be detrimental to the educational process and/or to other students.

Print Provider's Name and Credentials	Street Address
Telephone Number	City, State, Zip
Email Address	
Print Private Provider's Supervisor's Name (when applicable)	Street Address
Telephone Number	City, State, Zip
Email Address	



Print Student's Name: _____

1. The outside provider named above holds credentials that are active and good standing the discipline's governing body to provide the services requested.
2. We (the parent/legal guardian of the above-named student and the outside provider) understand that the individual outside provider providing the services is required to:
 - a. Comply with section 1003.572, Florida Statutes, requiring certification or licensure;
 - b. Submit to a fingerprint background screening by school district officials at the expense of the person requesting access. The screening must have occurred within the last five (5) years. Clearance for both the Supervisor (when appropriate) and the outside provider must be obtained prior to services beginning;
 - c. Maintain an updated vendor badge. Each private provider must provide the school with proof that the vendor badge has been renewed annually in August;
 - d. Submit proof of licensure/certificate for the outside provider annually in August or upon renewal during the school year;
 - e. Sign a Confidentiality Statement and renew the Confidentiality Statement annually prior to providing services;
 - f. Sign a Communication Agreement and renew the Communication Agreement annually prior to providing services;
 - g. Adhere to all student's assigned school procedures including, but not limited to, adhering to the school's procedures regarding safety and security to include entering the campus through the single point of entry, signing in and out every time the outside provider is on campus, and adhering to scheduled time and location of services to be provided.;
 - h. At no time can any outside provider use any physical restraint with a student on any school campus;
 - i. Provide a written schedule to include specific dates/times for the provision of services during the school day to school-based administration at least one week prior to the start of each month;
 - j. Provide a completed Application for Use of School Building Facilities to cover the current school year;
 - k. Provide a certificate of professional liability insurance including sexual molestation coverage; and,
 - l. Provide a certificate of general liability insurance that names the School Board of Brevard County as a certificate holder and additional insured.
 - m. Adhere to any situational district guidelines for all schools, such as COVID-19
 - n. Outside providers shall not utilize school district owned therapy equipment or supplies. If equipment is needed, the outside provider will provide their own.



Print Student's Name: _____

3. As the parent/legal guardian of the above-named student I understand that:
- a. The collaboration between school staff and the outside provider does not change the District's responsibility to provide the student with a free appropriate public education (FAPE) under the Individuals with Disabilities Education Act (IDEA) and that the school and the school alone will continue to be responsible to implement the student's Individual Educational Plan (IEP), as well as other plans including, but not limited to, behavior intervention and health care plans;
 - b. My child's private outside provider and the school's principal must consent to the time and location of where the services will be provided. In determining the time and date for services to be provided, the principal must adhere to the collective bargaining agreement for instructional employees and the instructional needs of the student. Services may be delivered in my child's classroom with the express permission of the principal, subject to the principal's determination that such activity will not be detrimental to the educational process and/or to other students. If the principal initially permits the outside provider to provide services in the classroom, the principal may rescind permission if, at a later date, it is determined that the services are disrupting the educational process for the named student and/or other students in the classroom. The parent/legal guardian and outside provider will be informed in writing if an alternative site for the provision of services is needed.
 - i. The parent/legal guardian is required to sign a Release of Information form annually so that the school staff, and outside provider can communicate regarding services;
 - ii. Outside Providers may not be present during state or district testing;
 - iii. At no time shall the Outside Provider act in place of the teacher or instructional assistant in the classroom;
 - iv. Outside providers will utilize their own materials and equipment for the provision of their services;
 - v. At no time shall the private outside provider intervene with other students in the classroom;
 - vi. At no time shall the private outside provider take any photographs, audio recordings or videos while in the classroom setting, on the school campus or school transportation;
 - vii. At no time shall the outside provider use their knowledge of non-client students or access to the school to solicit services to non-client students or parents of non-client students;
 - viii. If the outside provider violates any policies and/or procedures, they may be asked by school administration not to return to the school's campus to provide services. In the event that the supervisor violates a policy or procedure, the outside provider will also have his/her privileges removed with Brevard Public Schools; and,
 - ix. The parent/legal guardian will notify the school immediately if the outside provider is no longer providing services to the student and this packet is no longer in effect.



Print Student's Name: _____

4. The parent/legal guardian of the relevant minor(s) and undersigned outside provider hereby acknowledge that the outside provider is not an employee, agent, or assignee of the District School Board of Brevard County (School Board). The parent/legal guardian of the relevant minor(s) and outside provider further agree that the undersigned outside provider does not have an expectation of employment with the School Board. The parent/legal guardian and outside provider agree that the undersigned outside provider has no right or expectation to the benefits, rights, or protections of an employee of the School Board, including, but not limited to wages, worker's compensation insurance, health insurance, disability insurance, fringe benefits, or any other benefits, rights, or protections afforded to School Board employees by contract or law.
5. The parent/legal guardian of the relevant minor and undersigned outside provider, hereby agree, and acknowledge that the School Board shall in no way be liable for any damages of any nature whatsoever which are caused or materially contributed to, by the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the undersigned outside provider. Furthermore, the parent/legal guardian of the relevant minor, hereby fully releases the School Board from any and all damages of any nature whatsoever which relate to, are caused by, or are materially contributed to by the direct or indirect negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the undersigned outside provider. This release of liability specifically includes, but is not limited to, any and all claims concerning the School Board's supervision, direction, or control of the undersigned outside provider, as well as the allowance of the outside provider to be present on School Board property or act on School Board property.
6. The parent/legal guardian of the relevant minor and undersigned outside provider agree and acknowledge that the undersigned outside provider shall indemnify, protect, and hold harmless the School Board for any and all damages of any nature whatsoever which are caused or materially contributed to by the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the undersigned outside provider. In the event that the School Board incurs any costs, legal fees, or losses resulting from claims or judgments arising out of the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the undersigned outside provider, then such outside provider agrees to fully reimburse School Board for the same within thirty (30) days of the School Board's presentation of such costs, fees, or losses to the outside provider. The undersigned outside provider agrees that any amounts not reimbursed within the contractual thirty (30) day period, will incur monthly interest at the statutory rate applying to judgments in effect at the time that such cost, legal fee, or loss is presented to the outside provider.
7. The School Board specifically reserves any and all rights, benefits, and protections afforded to it by Florida Law, whether it be by statute, administrative law, regulation, general law, or common-law. These protections specifically include, but are not limited to those afforded by Section 768.28, Florida Statutes, sovereign immunity, and any other controlling legal precedent. The parent/legal guardian of the relevant minor(s) and the outside provider agree that the provisions of this agreement and the application of any relevant laws, are to be construed in a manner that is most favorable to the School Board, so as to provide protection, indemnification, and a release of liability to the School Board.
8. The undersigned outside provider agrees to secure a working knowledge of, and abide by, all School Board policies, rules, and procedures while present on property owned or operated by the School Board. The undersigned outside provider further understands that any observation, collaboration, or provision of private services under this agreement are subject to the consent of the applicable school principal and public instructional personnel as to time and place.



Print Student's Name: _____

9. We have read the above information and agree with our responsibilities and acknowledge the indemnification section of this agreement.
10. The following completed forms are attached to this agreement. We understand that the agreement will not be processed until all forms are completed and provided to the Principal.
 - Outside Provider, Parent/Legal Guardian Application Packet
 - Documentation of Licensure/Certification
 - Documentation that explicitly indicates that the outside provider has undergone background screening that meets the Level 2 screening standards under Sections 1012.32 and 1012.321, Florida Statutes, and the screening occurred within the last five (5) years. This background screening needs to be completed by the Brevard County School District and updated annually in August.
 - Signed Authorization for Release of Information Form for the outside provider
 - Signed Confidentiality Statement from the outside provider
 - Signed Communication Agreement from the outside provider
 - Completed Application for Use of School Building Facilities (obtain form from school administrator)
 - Proof of certificate of professional liability insurance including sexual molestation coverage for the outside provider
 - Proof of certificate of general liability insurance that names the School Board of Brevard County as a certificate holder and additional insured for the outside provider

Must be completed and submitted ten (10) business days prior to the start of services. Must be submitted each school year even if the services are continuing from last school year.



Print Student's Name: _____

Parent/Legal Guardian Signature

Date

Print Parent/Legal Guardian Name

Private Outside Provider's Signature

Date

Print Private Outside Provider's Name

Supervisor of Outside Provider Signature

Date

Print Supervising Outside Provider's Name

For Official Use:

Principal's signature confirms that school has reviewed, and the above documents have been complete:

Principal's Signature

Date

Scan documents to District Portal
Send original copies of entire packet to Risk Management



THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
AUTHORIZATION FOR RELEASE AND EXCHANGE OF INFORMATION

I, _____, authorize the release of information between and
Parent/Legal Guardian/Student Name (Print)

among the identified school and agency members which will be planning services for:

_____	_____
Student Name	Student Number
_____	_____
Date of Birth	School

The purpose of the Authorization Form is to enable persons and/or agencies to better serve the student/family through coordinated service planning and delivery. Representatives of the following agencies are authorized to share information regarding this student.

- School Board of Brevard County, FL
- _____
- _____
- _____
- _____

The information which may be disclosed/exchanged includes medical, educational, psychological, social information, and additional information, such as:

This release authorizes an exchange of information between listed members in order to give the most complete and thorough services available. It does not authorize release to any other person or agency except those agencies listed above. This form will remain in effect until the student reaches the age of majority at which time the student is responsible for providing consent.

The information disclosed is protected by federal law. Federal regulation (34 CFR Part 99) prohibits agencies from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations.

Parent/Legal Guardian Signature Date

Adult Student (18 and over) Date



To Whom It May Concern:

The School Board of Brevard County, Florida

CONFIDENTIALITY AGREEMENT STATEMENT

In recognizing Brevard Public Schools' (BPS) position of special trust with members of the public, and to protect the safety and rights of students, teachers, and staff, BPS makes every reasonable and responsible effort to assure that information about students, teachers, and staff remains confidential. It is only through continued public confidence that confidentiality guidelines are indeed being upheld, that the public maintains its confidence in BPS.

You have requested to observe, assess, discuss and/or treat a specific BPS student. Your request to be on a BPS campus for the purpose of observing, assessing, discussing, and/or treating a specific student is granted only with your understanding that you must agree to the statements as written on this form and you must sign this form documenting your agreement. After signing the form, please give it to a school representative. By signing this form, you agree that you will not disclose information about any students, teachers, or other school staff outside of an approved BPS scheduled meeting for the specific purpose of assisting an individual student. All information, including information obtained from any file, data source, and/or observation, is to be held in strict confidence. You are not to access the records of any student other than the specified student for whom you have parental/legal guardian permission to observe, assess, discuss, and/or treat. You must provide written documentation to the school principal that the parent/legal guardian has given you consent to observe, assess, discuss and/or treat the student for whom this form is being completed.

Confidentiality applies to all information gathered during review, observation, assessment, discussion, and/or treatment including, but not limited to, the following:

1. Student names, addresses, and phone numbers
2. Student exceptionalities
3. Student functioning and behavior
4. Student progress and data
5. Teacher name, address, personal phone number
6. Teacher behavior

Please note that you are required to sign-in and sign-out every time you visit the school in compliance with the school's procedures.

Please complete the information below. Your signature documents that you agree to comply with these confidentiality guidelines and that all information obtained will be held in highest confidence.

Name of Student to be Observed/Assessed/Treated

Name of School Student Attends

Printed Name of Observer/Evaluator/Provider

(_____)_____
Telephone # of Observer/Evaluator/Provider

Address of Observer/Evaluator/Provider

City

Zip

Signature of Observer/Evaluator/Provider

Date Signed



COMMUNICATION AGREEMENT FOR A PRIVATE OUTSIDE PROVIDER WHO HAS ACCESS TO A BREVARD PUBLIC SCHOOL

Print Student's Name

Current School

As a non-School Board employee who is being granted access to a School Board employee's classroom, the following guidelines for positive communication and working environment will be adhered to:

- The outside provider will not interrupt the teaching and learning occurring in the classroom setting that is being delivered by the teacher and/or the educational support personnel;
- The outside provider will provide any feedback/suggestions on implementation of interventions and strategies to the classroom staff in writing or addressed during a pre-arranged conference/collaboration time;
- If the outside provider has a concern regarding treatment strategies in the classroom, the outside provider agrees to present the concerns with school administration;
- The outside provider will communicate any changes to the pre- approved/agreed upon schedule to the classroom teacher and school administrator;
- The outside provider will not be present for any state or district testing;
- The outside provider will not intervene with any other students in the classroom other than the individual student identified above;
- The outside provider will not be responsible for supervision of the student identified above; and,
- The outside provider will share a copy of the student's treatment plan and objectives with the school as part of the coordination of services.

Outside Provider's Signature

Date

Print Outside Provider's Name

Outside Provider's Supervisor's Signature (when applicable)

Date

Print Outside Provider's Supervisor's Name

Principal's Signature

Date Signed Statement was received