



## AGREEMENT FOR OUTSIDE AGENCIES PROVIDING SERVICES TO STUDENTS 2022-2023

*The following policy applies to any agency that is not affiliated with Mainspring Academy providing services to our students including, but not limited to: ABA, Health and Behavioral Services, Speech Therapy, Occupational Therapy, Physical Therapy, Mental Health Counseling, Psychological Testing, and Medical Services. These policies and procedures will allow Mainspring Academy to monitor who our students are with, how long they are with them, and where they are with them on our campus. We also want to ensure that classroom instruction is not disturbed.*

*This policy, with the exception of Department of Child and Family Services Workers and school district personnel working with a district placed student, is to be followed when allowing outside agency access to students on Mainspring Academy's campus.*

**Step 1:** Before entering Mainspring Academy to provide services to any student, all agencies must obtain a Level 2 background check as well as obtain fingerprints for all providers that will deliver services to students. Any associated costs of screening fall on the agency. Results must remain on file with the Florida Department of Law Enforcement, and a copy of the results and proof of filing must be submitted to Mainspring Academy to keep on file.

**Step 2:** The parent/guardian of the student who will receive services from the outside agency must fill out and sign a provider approval form for each entity that will provide services on Mainspring Academy's campus. This form will include the entity name, supervisor name, and contact information. If a new team member is added to the team, it is the clinic's responsibility to contact the Director of School Programming and parent of the addition.

**Step 3:** In matters pertaining to behavioral intervention, the treatment plan must be submitted to the Director of School Programming for review prior to the first session at Mainspring Academy. For ABA treatment plans that include a punitive consequence, prior approval must be granted by Mainspring before it is implemented within the school.

**Step 4:** Case manager will schedule team meetings before or after the school day with the classroom staff and Director of School Programming, as needed, to discuss progress and current concerns.

**Once those steps are completed, the following procedures should be followed while the student is provided services on Mainspring Academy's campus. Please initial each number after read:**

1. \_\_\_\_\_ Provider will sign in at front desk of school and provide identification. Sign in information will include date/time of arrival and the initials of the student they are there to see. Additionally, providers will sign out and indicate time as they leave.
2. \_\_\_\_\_ The outside providers' role at Mainspring Academy is to provide services to improve the student's access to the educational setting. Teachers are expected to be respectful towards the provider just as the provider should respect the teacher and the way their classroom is run.
3. \_\_\_\_\_ Services may be provided within the classroom, however, the classroom schedule should be followed. If the therapist would like to provide 1:1 services that do not follow the classroom schedule, the provider should provide services in an available area outside of the classroom. Providers should speak with the teacher on the best times for the student to be pulled from class. The cafeteria (outside of lunch hours) and any spare rooms may be used for 1:1 therapy if not previously booked. Other rooms such as the kitchen, computer lab, and sensory room, are not available to provide services due to classroom scheduling unless the student's class is currently occupying that room. Prior to taking the student to the therapy room, the provider is required to notify the teacher. Schedules for break out rooms will be posted outside the door of that room.
4. \_\_\_\_\_ Our student's dignity is top priority at Mainspring Academy. Staff and outside providers should always be respectful of the student's privacy (ex: when taking student's to the restroom, door should not be fully open but can be propped). Openly mocking/overly sarcastic remarks, video/snapchatting students and/or their behaviors will not be tolerated. Providers will behave in a professional manner at all times.
5. \_\_\_\_\_ Distractions or disruptions within the classroom will not be tolerated. This includes: excessive, loud, and/or unrelated conversation among staff, cell phone usage, interruption of teacher during a lesson, and eating/ordering meals. Meals are welcome to be eaten while client eats their lunch in the cafeteria. While it is understood that certain providers require supervision, coaching and treatment plan discussion should take place outside of the classroom to minimize interruption. Providers are encouraged to schedule team meetings with Mainspring staff before or after the school day.



6. \_\_\_\_\_Leisurely cell phone and laptop use are not permitted while working with the student. Phone calls while providing services at Mainspring should be rare and be taken outside of the classroom.
7. \_\_\_\_\_Provider will immediately report any concerns regarding safety and security to the nearest administrator or front office staff. In cases of non-emergency situations, an appointment must be scheduled to meet with a member of administration.
8. \_\_\_\_\_Providers will not be permitted to provide services on Mainspring’s campus after 3:00pm, without prior approval from the Head of School. At 3:00pm all students should be dropped off in extended day or with their parents.
9. \_\_\_\_\_Therapists are expected to be dressed in a comfortable, but presentable fashion.
10. \_\_\_\_\_Providers are expected to focus on the student they are providing services for and not to intervene in other students programming unless a student is exhibiting behaviors are put themselves or others at risk.
11. \_\_\_\_\_Providers are neither permitted to dispense any medication nor make final decisions regarding whether a student meets a predetermined PRN criteria. Medication may only be given by med-certified Mainspring staff.
12. \_\_\_\_\_Providers should be aware that although they do not work for Mainspring, while on our campus their behavior and presentation is a reflection of our program. The School has frequent visitors, from stakeholders and prospective families and all adults are expected to conduct themselves to the highest level of professionalism.
13. \_\_\_\_\_Although a treatment plan may be provided by an outside entity, Mainspring Academy staff are not required to conform to that treatment plan if it is not conducive to the classroom environment and overall safety of the student. All staff within the school are highly trained in behavioral management, supervised by a BCBA, and are encouraged to make decisions based upon the care, welfare, safety, and security of the student.
14. **ASSUMPTION OF RISK, WAIVER, AND AGREEMENT TO HOLD HARMLESS**  
\_\_\_\_\_I UNDERSTAND THAT ENROLLMENT/ATTENDANCE/VISITATION AT A SPECIAL NEEDS SCHOOL SUCH AS MAINSPRING IS NOT WITHOUT RISK TO MYSELF AND SUPERVISEES DUE TO THE NATURE OF EXTREMELY AND INHERENTLY CHALLENGING AND UNPREDICTABLE BEHAVIOR FOR CHILDREN DIAGNOSED WITH DEVELOPMENTAL DISABILITIES AND EMOTIONAL DISORDERS. CHALLENGING BEHAVIORS TO WHICH SUCH PERSONS WILL BE EXPOSED ARE INHERENTLY DIFFICULT TO FORESEE AND/OR CONTROL AND MAY BE THE CAUSE OF INJURY, EVEN WHEN HANDLED WITH THE UTMOST OF CARE.

I, ON BEHALF OF MYSELF AND ALL SUCH PERSONS MENTIONED ABOVE, HEREBY WAIVE AND RELEASE MAINSPRING ACADEMY AND AGENTS FROM ANY AND ALL LIABILITY OF ANY NATURE FOR INJURY AND OR DAMAGE RESULTING FROM PROVIDING SERVICES AT MAINSPRING, SPECIFICALLY INCLUDING FROM THE ACTIONS OF SPECIAL NEEDS STUDENTS. I ASSUME THE RISK OF ANY DAMAGE, OR INJURY TO ANY SUCH PERSONS OR PROPERTY MENTIONED ABOVE, WHILE AT THE SCHOOL OR OTHER FUNCTIONS FOR OR RELATED TO THE SCHOOL, AND SHALL HOLD THE SCHOOL HARMLESS FOR ANY RELATED LIABILITIES, CLAIMS OR DAMAGES.

FURTHER, I ACKNOWLEDGE THAT I AM PERMITTING MYSELF/EMPLOYEE TO PARTICIPATE IN SCHOOL AND SCHOOL ACTIVITIES AT A TIME DURING WHICH A COVID-19 PANDEMIC IS PRESENT THROUGHOUT THE UNITED STATES, INCLUDING IN THE SPECIFIC GEOGRAPHIC LOCATIONS AT WHICH SCHOOL WILL BE HELD. ACCORDINGLY, I AGREE, ON BEHALF OF MYSELF/EMPLOYEE, ON MY OWN BEHALF AND BEHALF OF THE AGENCY IN WHICH I AM EMPLOYEED, TO ASSUME ALL RISKS ASSOCIATED WITH MYSELF/EMPLOYEE’S PARTICIPATION IN SCHOOL ACTIVITIES AND HEREBY RELEASE ANY CLAIMS AGAINST THE RELEASED PARTIES THAT MAY ARISE, OR BE ALLEGED TO HAVE ARISEN, IN ANY WAY AS A RESULT OF SUCH PARTICIPATION. THE RELEASED PARTIES SHALL BEAR NO RESPONSIBILITY FOR ANY PERSONAL INJURIES (INCLUDING DEATH) THAT MAY ARISE AS A RESULT OF THE TRANSMISSION OF ANY INFECTIOUS DISEASES DURING MINE OR MY EMPLOYEE’S PARTICIPATION IN SCHOOL ACTIVITIES OR MINE OR MY EMPLOYEE’S ATTENDANCE AT ANY SUCH ACTIVITIES.



**15. USE OF RESTRAINT AND SECLUSION**

SECLUSION AND RESTRAINT FOR STUDENTS AT MAINSPRING ACADEMY SHOULD ONLY BE USED BY MAINSPRING ACADEMY STAFF. IN CASES WHERE A PROVIDER FEELS AN IMMEDIATE THREAT OF SAFETY TO THEMSELVES OR OTHERS THEY SHOULD PROTECT THEMSELVES (IE; BLOCK AND REDIRECT, MOVE AWAY, ETC.) UNTIL MAINSPRING'S CRISIS TEAM CAN INTERVENE. RESTRAINT INCLUDES THE USE OF TRANSPORT FROM ONE AREA TO ANOTHER AND WILL ONLY BE PERMITTED DURING TIMES OF IMMINENT DANGER.

SHOULD THE STUDENT DISPLAY ESCALATED OR AT-RISK BEHAVIOR, THE PROVIDER MAY BE REQUESTED TO STEP BACK FROM THE SITUATION BY A MAINSPRING ACADEMY STAFF. AT THIS TIME, THE PROVIDER SHOULD GIVE FULL CONTROL OF THE SITUATION TO THE STAFF MEMBER AND WILL FOLLOW THEIR LEAD.

**PROVIDER INFORMATION 2022-2023**

By signing below, the provider understands that Mainspring Academy reserves the right to suspend or revoke access to students at any time if the provider does not adhere to this code of conduct.

*This form is to be signed annually, and updated as needed during the school year, by the agency providing services.*

Name of Agency \_\_\_\_\_

Name of Provider \_\_\_\_\_

Contact Email \_\_\_\_\_

Contact Phone \_\_\_\_\_

Mainspring Academy Administrator \_\_\_\_\_

**Please provide the following with this agreement:**

1. Copy of level 2 background screening
2. Approximate therapy schedule for student with therapist listed
3. Copy of treatment plan (ABA Case Managers only)