



**School Year 2026-2027 Outside Care Provider (OCP)/Private Instructional Personnel (PIP)
Information and Agreement**

Provider Name : _____ Certification/License # _____

Supervisor Name: _____ Agency Name : _____

Outside Care Provider (OCP)/Private Instructional Personnel (PIP) Protocols and Policies:

UCP Charter Schools follow the protocols and policies required, by Florida state statutes, for the use of Outside Care Providers (OCPs)/Private Instructional Personnel (PIP) in public schools. Parents and guardians request supplemental Outside Care Provider (OCPs)/Private Instructional Personnel (PIP) support for their student’s educational, medical, and/or behavioral needs. Outside Care Providers (OCPs)/Private Instructional Personnel (PIP) will observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting according to the following requirements:

- The student’s OCP/PIP and principal/behavior team collaborate on time and place for service
- The OCP/PIP satisfy the requirements of s.1012.32 or s.1012.321

For the purpose of this Policy, the term OCP/PIP means:

- a. Individuals certified under s.393.17 or licensed under chapter 490 or chapter 491 for applied behavior analysis as defined in ss.627.6686 and 641.31098
- b. Speech-language pathologists licensed under s.468.1185
- c. Occupational therapists licensed under part III of chapter 468
- d. Physical therapists licensed under chapter 486
- e. Psychologists licensed under chapter 490
- f. Clinical social workers licensed under chapter 491
- g. Effective 7/1/2022 – Registered Behavior Technicians [CS/HB 255](#)

The collaboration of public charter schools and OCP/PIP shall be designed to enhance but not supplant UCP Charter Schools’ responsibilities under the Individuals with Disabilities Education Act (IDEA). Collaboration of public charter schools and OCP/PIP will work to promote educational progress and assist students in acquiring essential skills (including transfer of skills and self-regulation). Coordination of services and plans between public charter schools and OCP/PIP are encouraged to avoid duplication or conflicting services or plans.

The OCP/PIP is not an employee, agent, or assign of UCP Charter Schools. The OCP/PIP has no right or expectation to the benefits, rights, or protections of an employee of the UCP Charter School, including, but not limited to wages, workers compensation insurance, health insurance, disability insurance, fringe benefits, or any other benefits, rights, or protections afforded to UCP Charter School team members by contract or law. Additionally, no OCP/PIP are covered by UCP Liability insurance in the event of an accident.



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Confidentiality:

As an Outside Care Provider/Private Instructional Personnel providing services to a student(s) in a UCP Charter School, **I acknowledge that certain student information contained in records created and maintained by UCP Charter Schools, for which I may have access, are confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related UCP Charter School policies (which may be amended from time to time). I further acknowledge that I might observe and/or overhear verbal conversations about UCP Charter School students that are confidential and protected by the above-named Acts and policies. This confidential information cannot be disclosed unless valid consent is obtained from eligible students or their legal guardians. I agree to protect these records in compliance with FERPA, HIPAA, and UCP Charter School's policy.** I acknowledge that I may create and maintain records pertaining to the above-named student and these records, shared with the UCP Charter School, will be maintained, and protected by the UCP Charter School in the same manner as UCP Charter School created records. I agree that I may create, receive from or on behalf of the UCP Charter School, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). I represent, warrant, and agree that I will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required for this individual student, (b) required by law, or (c) otherwise authorized by the UCP Charter School in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded. To the extent permitted by law, nothing contained herein shall be construed as precluding either I or the UCP Charter School from releasing such information to the other so that each can perform its respective responsibilities. **I understand that a breach of this Confidentiality Statement shall constitute grounds for the UCP Charter School to terminate my access to the above-named student(s) and/or any other student, at the school.**

Signature – OCP/PIP

Date



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Technology:

To ensure that all students' rights under the Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Protection Act (FERPA) are upheld while administering in-school services, UCP Charter Schools prohibit the use of any electronic devices to transmit voice, video, photos, and/or any other identifiable information of any student. This includes providing telehealth (e.g. virtual sessions, virtual supervision, teleconferencing), sending parent requested photo/videos/voice recordings and/or posting to any social media outlet (personal/business) for any reason or purpose.

Technology (e.g. phones, tablets, laptops, etc.) may be used for the purpose of data collection including the tracking behavioral and acquisition skills that can later be analyzed to demonstrate progression with treatment interventions. Personal and/or business-related voice/video calls/messages are prohibited while on-school grounds. Any personal and/or business communications must be conducted outside of the school grounds and/or within the provider's personal vehicle. UCP staff (teacher, support staff, etc.) cannot override this agreement.

Signature – OCP/PIP

Date

Dress Code:

All OCP/PIPs are required to project a professional image by maintaining appropriate attire and grooming while working on UCP campuses. The required UCP Charter Schools Dress Code is as follows:

Permitted:

- Professional attire (blouse, button down shirt, slacks) OR
- Collared shirt or Agency logo t-shirt
- Pants, capris, jeans (without holes)
- Closed toed shoes
- Clothes must cover body when bending, stooping, or lifting to prevent exposure
- Vendor badge must be visible - breakaway lanyards
- Cover inappropriate tattoos
- Summer only: Bermuda shorts may be worn with an agency logo shirt

Prohibited:

- No joggging, leggings, athletic pants or shorts, sweat pants or shorts, shorts, or yoga pants
- No ripped, torn, patches, cut outs, or clothes with holes (shirt or jeans)
- No high heel shoes, flip flops, slides or crocs



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- Cologne or perfume
- No necklaces, bracelets, hoop earrings
- No spaghetti strap or see through clothing
- No fingernails longer than ¼ inch from fingertip

By signing below, I acknowledge that I have read the dress code policy and agree to adhere to it while providing services at UCP Charter Schools. Any violations of this policy will result in OCP/PIP being asked to leave premises and forego delivery of services for the day. Repeated violations of this policy will result in termination of service agreement.

Signature – OCP/PIP

Date

Collaboration Agreement (Please initial each):

_____ The approval of the campus principal, behavior specialist, and/or classroom teacher is required for determining the suitable time and location for the provision of services. Delivery of services within the student’s classroom may be considered based on the assessment that such services will not have an adverse impact on the educational process.

_____ In the event that services become disruptive to the classroom or fail to yield desired student success within the educational setting the OCP/PIP services may be subject to reduction of available time or location.

_____ The OCP/PIP recognizes that appropriate supervision by qualified personnel within the relevant area of expertise is essential to the effective delivery of services to the student. Such supervision must be provided in accordance with the governing body of the area of expertise by the OCP/PIP agency.

RBTs MUST be supervised by a BCBA in accordance with BACB.

RBTs not supervised by a BCBA in accordance with BACB will be subject to reduction/removal of available time of service delivery.

Supervision must be in person at UCP Charter Schools.

_____ The OCP/PIP acknowledges and agrees to refrain from taking any photos, videos, and/or audio recordings of students, including their client, during the school day and/or while on the charter school campus. Any OCP/PIP engaging in electronically recording a student will be asked to remove recordings from device, may be asked to leave the premises and a reduction of availability may be assessed.



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- _____ The OCP/PIP acknowledges and commits to aligning with the teacher's guidance and instructional direction within the classroom setting.

- _____ The OCP/PIP demonstrates a commitment to fostering skill generalization by actively engaging in collaboration with UCP classroom staff, therapy teams, and behavior teams. This includes the provision of collaborative feedback during designated periods of communication with UCP staff.

- _____ The OCP/PIP (RBT, BCBA, BCaBA, HA, CNA, RN, OT, PT, SLP) acknowledges the responsibility to IMMEDIATELY report any concerns pertaining to classroom staff or students DIRECTLY to the campus Principals, Assistant Principals and/or the Director of Behavior Services to address issues immediately.

- _____ Failure to communicate concerns or inquiries IMMEDIATELY, regarding classroom staff or students, to the campus Principals, Assistant Principals, and/or Director of Behavior Services may lead to the revocation of campus access.

- _____ The OCP/PIP acknowledges the obligation to promptly inform classroom staff, behavior team and/or Principal of any modifications to the pre-approved treatment schedule.

- _____ The OCP/PIP will refrain from being present during any state testing or school assessment unless specifically stated as an accommodation for students IEP.

- _____ The OCP/PIP will strictly limit their involvement to the individual student specified to their schedule of treatment and will not intervene with any other student within the classroom.

- _____ The OCP/PIP is not assigned the responsibility of supervising the identified student and must not be left alone with the student on UCP property.

- _____ The OCP/PIP shall refrain from engaging in any form of physical restraining with any student.

- _____ The OCP/PIP acknowledges that all services must be exclusively conducted within the classroom setting or in accordance with the class schedule, such as on the playground or in the lunchroom. The use of any UCP equipment, including those related to occupational therapy, physical therapy, and speech/language services, as well as the utilization of UCP rooms, is strictly prohibited.



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_____ The OCP/PIP consents to providing a copy of their current school-based plan or care, behavior plan, and in-school collected data regarding services provided for school care.

_____ The OCP/PIP commits to delivering therapeutic treatment of the utmost quality, adhering to the highest professional and ethical standards required by their professional governing body for the benefit of the student.

_____ The OCP/PIP may attend meetings only at the request of the parents, as necessary, to discuss the student's needs and progress. Parents are kindly requested to provide advance notice and complete the HIPAA/FERPA release of information forms.

_____ The OCP/PIP pledges to abstain from participating in any activities that would directly disrupt UCP operations including, soliciting parents of students for additional services, such as occupation therapy (OT), physical therapy (PT), speech/language services (S/L), or applied behavior analysis (ABA). Moreover, the OCP/PIP agrees not to recruit or hire any UCP team members during the duration of this agreement.

_____ The OCP/PIP agrees to consistently wear the district-issued badge as required, and UCP provided OCP lanyard ensuring it is visibly displayed at all times. OCP/PIP without identification and lanyard will be given access to the campus.

_____ The OCP/PIP acknowledges the requirement to diligently sign in and out each day when providing services.

_____ The OCP/PIP commits to upholding professionalism and strictly adhering to the UCP Charter School's "Code of Conduct" at all times. This includes maintaining a high standard of behavior and ethics in all interactions and activities associated with the school, staff, and students.

_____ The OCP/PIP is required to promptly inform the UCP school Principal and Director of Behavior Services in writing, within 48 hours, of any arrest or change in district background clearance. The OCP/PIP must refrain from returning to the campus until the arrest or change is reviewed by UCP, and a decision is made concerning the individual's eligibility to resume activities on campus.

Signature – OCP/PIP

Date