

# **GUIDELINES FOR PARENT/GUARDIAN REQUESTING PRIVATE THERAPY FOR THEIR CHILD TO TAKE PLACE AT SCHOOL**

## **Department of Student Services Lincoln Public Schools**

The following are guidelines to allow students the opportunity to receive private mental health and behavioral support at school while ensuring compliance with District policies and procedures.

### **1. Private agencies and therapists authorized to provide services to students at school.**

- a. Private practitioners may not utilize District facilities or the student population as a future client base.
- b. The agency must ensure that a background check was done on the therapist and that the check revealed nothing of concern. Proof of the background check AND proof that the individual is a Licensed Mental Health Practitioner must be provided to the District PRIOR to providing services.
- c. The agency must identify an agency point of contact for the school.
- d. The agency must have a qualified person supervising the therapist.

### **2. Prior Approval.**

- a. Therapists may not provide private therapy to students at school without prior written consent of the parent/guardian of the students served.
- b. Before allowing a private agency to provide services in school, the building administrator should contact the Director of Student Services for approval if the agency has not already been approved.

### **3. General Conditions.**

- a. Therapists are to adhere to school practices, rules and guidelines, including check-in procedures and facilities use procedures.
- b. All therapist interactions with students and families should be educationally and socially appropriate reflecting no particular interest of the sponsoring agency.
- c. A student's time out of the regular educational program to receive private therapy services is to be limited as much as practical in the best interests of the student.
- d. Therapists must ensure that the student and the parent/guardian understand that the services are not provided or sponsored by Lincoln Public Schools. School staff should also convey this information.

### **4. Student Confidentiality.**

- a. Therapists must agree to and follow all rules of confidentiality.
- b. School staff should not consult with therapists about a specific student without a prior completed Lincoln Public Schools Authorization for Release of Information Forms from the student's parent/guardian.
- c. If a written consent has not been given, school staff should only speak with the therapist, whether individually or in group meetings, in terms that do not disclose the identity of individual students.

**The District reserves the right to exclude any therapists from providing services to students in the school buildings.**

## **NOTICE CONCERNING OUTSIDE AGENCY THERAPISTS IN SCHOOLS**

Private therapy services provided by outside agencies at school are NOT provided or sponsored by Lincoln Public Schools.

If a parent or guardian has problems with a particular outside agency or therapist, the parent or guardian should address the problem directly with the therapist or with the agency with which the therapist is associated.

If a parent or guardian has reason to believe that a particular therapist should not be allowed to provide private services to students at school, the parent or guardian should inform the building administrators of the fact and the reason for the concern.

Parents and guardians may at any time revoke the consent they have given for their child to be served at school by an outside private therapist.

## CONSENT TO RECEIVE OUTSIDE AGENCY THERAPY SERVICES IN SCHOOL

I have read the above notice and give consent for my child \_\_\_\_\_,

to receive outside agency therapy services in school from: \_\_\_\_\_  
*Name of outside agency and therapist*

I agree to hold Lincoln Public Schools harmless for any costs, damages, injury or other harm that may be caused as a result of the outside agency therapy services. I understand that this consent expires at the end of the current school year.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### If signing electronically, complete this box:

By affixing my electronic signature to this electronic record below (either type your name or insert a scan of your signature) and emailing this electronic record to LPS, I agree and consent to conduct this transaction involving governmental affairs with LPS by electronic means pursuant to the Nebraska Uniform Electronic Transactions Act. I understand that I am not prohibited from refusing to conduct other or future transaction(s) with LPS by electronic means. See the Disclosure Notice on page 2 for further information.

Parent Signature: \_\_\_\_\_ Date of Receipt: \_\_\_\_\_  
*(please type your name or insert signature scan)*

**Disclosure Notice:** This Disclosure Notice applies to the electronic record above and all communications with LPS related to this electronic record. Under this notice, the electronic record, communications, disclosures and other records you receive from LPS in electronic form will be considered "in writing."

Your consent covers the electronic record. You understand and agree that your electronic signature affixed to the electronic record shall be legally binding and shall be considered authorized by you. You also consent to receive all communications, disclosures, and notices, and other records relating to this from LPS in electronic form, instead of receiving such communication, disclosures, and notices, and other records in printed paper form. You have the option of printing your electronic records directly from your computer to provide your handwritten signature. The records will not be sent to you in a paper copy unless specifically requested by you. You will not be charged for paper copies of the records. To specifically request paper copies, please send an email to [releaseofinformation@LPS.org](mailto:releaseofinformation@LPS.org). You will be able to sign a paper copy after school is in session.

You have the right at any time to cancel and withdraw your consent to receive future electronic delivery of records. If you withdraw your consent, none of the electronic records, communications, disclosures, notices, or other records delivered to you in electronic form prior to your withdrawal of consent will be affected. If you wish to withdraw your consent, please send an email to [releaseofinformation@LPS.org](mailto:releaseofinformation@LPS.org). Your notice of withdrawal will be effective within a reasonable time after we receive the withdrawal notice.

In order to sign your electronic record electronically and in order to receive electronic delivery of communications, disclosures, notices and other records, you will need access to a computer with the following:

- a) Access to the following operating systems: Microsoft Windows or Apple macOS; b) Access to the Internet; c) Access to a valid e-mail address; d) A web browser (The use of Chrome is recommended); e) Access to software which permits you to receive and access Portable Document Format "PDF" files, such as Adobe Acrobat Reader; f) Sufficient storage space to save records, communications, disclosures, and notices, and other records (whether presented online, in e-mails, or in PDF format) or the ability to print such records, communications, disclosures, and notices, and other records; g) Access to a printer (if you wish to print paper copies of any electronic records, communications, disclosures, notices, or other records).

If we change the minimum hardware and/or software requirements, we will notify you of the changes. If you cannot access or retain electronic records, communications, disclosures, notices, or other records in electronic form as a result, you will have the right to withdraw your consent with respect to electronic delivery of such records.

It is your responsibility to keep your primary email address current so that we may send electronic records and communications. You understand and agree that if we send you an electronic record, communication, disclosure, or notice, but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or returned undeliverable, we will be deemed to have provided electronic delivery.

You acknowledge and agree that your consent to your electronic signature and electronic delivery is being provided in connection with a transaction affecting governmental affairs that is subject to the Nebraska Uniform Electronic Transactions Act and, to the extent required, by the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that both acts apply to the fullest extent possible to validate our ability to conduct transactions with you by electronic means.