

STATE OF TEXAS

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COUNTY OF HAYS

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AGREEMENT TO PERMIT PRIVATE DUTY NURSING SERVICES ON
HAYS CISD PROPERTY**

This Agreement to Permit Private Duty Nursing Services on Hays CISD Property (“Agreement”) was requested by the parent(s) or legal guardian(s) of:

_____ (“the Student”), while the Student is in attendance at
_____ (“Campus”), during the
_____ (“School Year”).

The Student’s School Year *currently* Includes Extended School Year (“ESY”) Services (select one): _____ Yes _____ No

Hays Consolidated Independent School District (“the District”)
21003 Interstate 35 Frontage Road
Kyle, Texas 78640

and

_____, a Licensed Private Duty Nurse (“LPDN”), employed by or contracted by the parent(s) or legal guardian(s) of the Student specified above, do hereby agree to the following terms and conditions for the purpose of the District allowing the LPDN to provide health, nursing and medical services to the Student while the student is enrolled at the Campus:

1. **Duties of LPDN.** The LPDN is responsible for all health, nursing and medical services the Student may require at school. The District shall provide assistance to the LPDN only in an emergency situation, as determined by a District nurse, in order to assist in protecting the health or safety of the Student.
2. **Term.** This Agreement will commence on _____, (insert date), and will remain in effect until the end of the School Year and the conclusion of any Extended School Year services. The District may terminate this Agreement, with or without cause, effective immediately upon written notification to the Parents and the LPDN. This Agreement must be completed and fully executed by an authorized representative of Hays CISD prior to services beginning.

3. **Relationship of the Parties.** The LPDN has no employment relationship with the District, and the District shall not be liable in any way for any compensation, wages, benefits (including workers' compensation insurance), and expenses of the LPDN incurred in connection with providing any service to the Student. By signing this Agreement, the LPDN acknowledges that he or she is not an employee of the District. The LPDN further agrees that District nurses have no duty or responsibilities for supervision or monitoring the school health, nursing, or medical services provided to the Student by the LPDN.
4. **Release of Liability.** The District and the LPDN agree that the District has no liability for any damages, injury or other claims brought by the LPDN or against the LPDN arising in any way whatsoever from the provision of school health, nursing, or medical services to the Student under this Agreement. The LPDN will take all precautions necessary for the safety of and prevention of damage to District property, and for the safety of and prevention of injury to all persons, including District employees and students. All work is performed entirely at the LPDN 's risk. The District has no liability for any damages or injuries the LPDN may sustain in the course of providing services to the Student.

THIS RELEASE EXPRESSLY EXTENDS TO ALL CLAIMS OR CAUSES OF ACTION OF ANY ORIGIN, INCLUDING THOSE ARISING AS A RESULT OF:

- (A) **THE NEGLIGENCE OF HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS AND ASSIGNS, ALL BOTH IN THEIR OFFICIAL AND IN THEIR INDIVIDUAL CAPACITIES, OR ANY OTHER PERSON OR ENTITY, WHETHER BY ACT OR OMISSION. THE LPDN AGREES AND COVENANTS TO NOT SUE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS OR ASSIGNS FOR SUCH CLAIMS OR CAUSES OF ACTION; OR**
- (B) **THE OPERATION, USE OR MANTAINENCE OF ANY MOTOR VEHICLE BY HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS AND ASSIGNS, ALL BOTH IN THEIR OFFICIAL AND IN THEIR INDIVIDUAL CAPACITIES, OR ANY OTHER PERSON OR ENTITY, WHETHER BY ACT OR OMISSION. THE LDPN AGREES AND COVENANTS TO NOT SUE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, EMPLOYEES, OFFICERS,**

AGENTS, VOLUNTEERS OR ASSIGNS FOR SUCH CLAIMS OR CAUSES OF ACTION.

5. **No Waiver of Immunity.** The District and the LPDN agree that this Agreement does not constitute any waiver by the District of any immunity or right it may have under the law.

6. **Indemnification.** The LPDN shall indemnify and hold harmless the District and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the LPDN, whether negligent or purposeful, in the execution or performance of this Agreement. **THIS INDEMNIFICATION AGREEMENT EXPRESSLY EXTENDS TO ALL CLAIMS OR CAUSES OF ACTION OF ANY ORIGIN, INCLUDING THOSE ARISING AS A RESULT OF THE NEGLIGENCE OF HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT OR ANY OTHER PERSON OR ENTITY, WHETHER BY ACT OR OMISSION. THE LPDN UNDERSTANDS THAT THIS INDEMNIFICATION BINDS HIM OR HER, HIS OR HER ASSIGNS, PERSONAL REPRESENTATIVES AND HEIRS.**

7. **Compliance with District Policies, Campus Rules, and Other Law.** The District shall inform the LPDN of the applicable District Policies, Campus rules and expectations. The LPDN shall adhere strictly to the applicable District policies, Campus rules, and other applicable law including but not limited to:
 - **CONFIDENTIALITY.** The LPDN agrees to maintain the privacy and confidentiality of all students and protect against disclosure of confidential information and records, including but not limited to information and records protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") which mandates the protection and privacy of health information and the Family Educational Rights and Privacy Act ("FERPA") which protects education records and information. The LPDN acknowledges that the LPDN is bound by HIPAA and FERPA and agrees not to disclose any confidential information, other than as specified by law, related in any way to the Student for whom services are provided, or any other student of the District for whom the LPDN is aware of confidential student information.

The LPDN acknowledges and understands that the parents or legal guardians of the Student have lawfully authorized the release of records protected by HIPAA to the District and understands that this authorization of the release of records permits the LPDN to disclose records protected by HIPAA to school officials with a legitimate educational interest in those records. Such school officials include, but are not limited to, the District's nursing staff assigned to

the Student's campus and members of the Student's Admission, Review and Dismissal (ARD) committee.

- ACCESS TO RECORDS. In the performance of duties under this Agreement the LPDN agrees to provide to the Campus Nurse a copy of all doctors' orders and action plans concerning the Student, as well as a copy of all daily nursing notes created or maintained by the LPDN and/or the home health agency regarding the Student. The LPDN shall provide the District a copy of all nursing notes and related documentation prepared or maintained by the LPDN concerning the services provided by the LPDN for the Student while on District property or while attending District-related or District-sponsored events on or off District property. Copies of said notes and related documentation shall be provided to the Campus Nurse assigned to the campus on which the Student is enrolled on a weekly basis.
- IDENTIFICATION. The LPDN shall wear a name tag at all times when present on any property owned by the District. The name tag, in accordance with the regulations of the Texas Board of Nursing, must (1) display the LPDN's name, and (2) identify the LPDN as a registered nurse or vocational nurse according to licensure.
- CONDUCT. The LPDN shall follow all procedures and Campus Administrator directives so long as the LPDN provides services to the Student under this Agreement. Those procedures include, but are not limited to, signing in and out at the front office on the Campus each day, notifying the Campus Nurse and Campus Principal if the LPDN will be absent.
- DISRUPTION. The LPDN shall refrain from conduct that does or has the potential to disrupt the educational environment. **IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT CONDUCT INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING CONSTITUTES DISRUPTION OF THE INSTRUCTIONAL ENVIRONMENT AND MAY BE THE BASIS OF THE TERMINATION OF THIS AGREEMENT:**
 - Initiating or receiving personal telephone calls while on duty with the Student;
 - Personal use of any electronic device in viewing, sending or receiving personal text or social media messages;
 - Personal use of any electronic device in taking photographs, or making audio or video recordings;
 - Interfering in the District's delivery of instruction, special education and related services to the Student;
 - Communicating to the Student's parents or others about matters unrelated to the Student's health and healthcare, including communicating to any individuals about any student's education or other matters that are the responsibility of the District;

- Unprofessional conduct or unprofessional engagement with District employees, volunteers, or campus guests;
- Provision of nursing care to any student, employee or volunteer other than the Student who is the subject of this agreement; and
- Failure to comply with campus dress code expectations.

8. **Criminal Background Check.** The LPDN agrees to submit to a criminal background check conducted by the District or a District selected agency and/or authority. The LPDN must provide the District with a copy of his or her current nurse’s license issued by the Board of Nursing for the State of Texas, in addition to all other information necessary to secure the criminal background check. Should the LPDN be arrested for any reason at any time during the term of this Agreement, the LPDN shall notify the Campus Principal of the arrest within two business days following the date of the arrest.

9. **Complete Agreement.** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement.

10. **No Third-Party Beneficiaries.** The provisions of this Agreement are for the benefit of the District and the LPDN solely and not for the benefit of any other person or persons.

11. **Assignment.** This Agreement may not be assigned to other private nurses providing services on District owned property. The parties have made and executed this Agreement on the dates stated below.

LPDN:

Hays CISD:

Printed Name

Printed Name of Authorized Representative

Signature

Signature

License Number

Date

Date

