

STATE OF TEXAS

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COUNTY OF HAYS

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

This Agreement with Parent to Permit Private 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

_____, (hereafter, "Parent" jointly and severally) of the Student do hereby agree to the following terms and conditions for the purpose of the District allowing a Licensed Private Duty Nurse ("LPDN") to provide health, nursing and medical services to the Student while the student is enrolled at the Campus:

1. **Duties of the District.** The District will permit a LPDN employed by or contracted by the Parent to accompany the Student to school to provide all health, nursing and medical services the Student may require. The District will not provide school health, nursing or medical services to the Student except in an emergency situation, as determined by the Campus Nurse. The District shall inform the LPDN of the applicable District Policies, Campus rules and expectations.
2. **Duties of the Parent.** The Parent will employ or otherwise secure the services the LPDN to accompany the Student to school to provide all school health, nursing and medical services the Student may require. The Parent shall be responsible for ensuring the LPDN's strict compliance with District policies, Campus rules, and other law. The District's remedy for the LPDN's failure to follow District policies, Campus rules, and other law shall be the immediate termination of this Agreement as provided in Paragraph 4, below.
3. **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. **HOWEVER, THIS AGREEMENT IS EXPRESSLY CONDITIONED UPON AND SUBJECT TO THE EXECUTION OF AN AGREEMENT BETWEEN THE DISTRICT AND THE LPDN IN WHICH THE LPDN, AMONG OTHER TERMS, ACKNOWLEDGES AND AGREES THAT THE LPDN IS NOT AN EMPLOYEE OF THE DISTRICT AND AGREES TO ABIDE BY ALL OF THE DISTRICT'S RULES, REGULATIONS, AND POLICIES WHILE ON DISTRICT PROPERTY OR AT ANY DISTRICT-RELATED OR DISTRICT-SPONSORED EVENT OR ACTIVITY ON OR OFF DISTRICT PROPERTY.**
4. **Termination.** This Agreement may be terminated by the Parent upon provision of written notice to the District five school days in advance of the intended cessation of services by the LPDN, following which the District agrees to provide all necessary and appropriate school nursing services and school health related services to the Student, to the extent such services are deemed necessary by the Student's Admission, Review and Dismissal or Section 504 Committee. In addition, the District may terminate this agreement by written notice to the Parent and the LPDN, effective immediately upon delivery of the written notice to the LPDN. This agreement must be completed and approved prior to the initiation of LPDN services to the student at school.

5. **Relationship of the Parties.** The District and Parent agree that the LPDN has no employment relationship with the District, and the District shall not be liable in any way for any compensation, benefits (including workers' compensation insurance), wages, or expenses of such LPDN incurred in connection with providing any service to the Student. The District and Parent further agree that District nurses have no duty or responsibilities for supervision or monitoring the school health, nursing, medical, or any other services provided to the above-named Student by the LPDN.
6. **Compliance with District Policies, Campus Rules, and Other Law.** The Parent agrees that, should the LPDN fail or refuse to abide by the District's rules, regulations and policies, the Parent will take steps to rectify the situation, including addressing the problem with the LPDN and any agency which provides the LPDN's services. If the situation is not addressed to the satisfaction of the District, this Agreement may be terminated by the District. The Parent acknowledges and agrees that the LPDN shall adhere strictly to the applicable District policies, Campus rules, and other applicable law including but not limited to:
- **CONFIDENTIALITY.** The LPDN shall 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.
 - **ACCESS TO RECORDS.** The District requires a copy of all doctors' orders and treatment plans concerning the Student that the LPDN is providing service for, and all such orders and plans must be provided to the District by the Parent and/or the LPDN prior to the LPDN's arrival on campus. The District's nurse will perform an assessment and report of Student's medical condition upon arrival at school, either on a daily or a periodic basis, to be determined by the District's nurse. The District further requires 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. THE PARENT AGREES TO PROVIDE ALL NECESSARY CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION TO THE DISTRICT, INCLUDING CONSENT FOR THE RELEASE OF CONFIDENTIAL HEALTH INFORMATION THAT IS PROTECTED BY HIPAA, TO PERMIT THE DISTRICT NURSE TO COMMUNICATE WITH ALL SERVICE PROVIDERS

AND RECEIVE COPIES OF ALL RECORDS PERTAINING TO THE CURRENT HEALTH-CARE NEEDS OF THE STUDENT.

- In the performance of duties under this Agreement the LPDN shall 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

- 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.
7. **Criminal Background Check.** The District requires all individuals who provide services on District campuses and/or facilities to have a criminal background check. The parents or legal guardians of the Student will pay for and provide a copy of the criminal background report to the District prior to the LPDN providing services on the Campus. **This Agreement is expressly conditioned upon each LPDN providing 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 verify the criminal background check.**
8. **Absence of LPDN.** In the event that the LPDN will not accompany the Student to school for any reason during the period of this Agreement, Parent agrees to notify the school nurse on the campus where Student is enrolled of the LPDN's absence. Parent shall provide this notice as soon as possible, but in no event later than the start of the school day on which the LPDN will be absent.
9. **Waiver of Certain IDEA services.** The District and Parent agree that the District has offered to provide all necessary and appropriate school nursing services and school health related services to the Student. The Parent agree and acknowledge that the District is ready, willing and able to provide those services to the Student. The Parent agrees and does hereby waive and release the Student's rights to receive such school nursing services and school health related services from the District or to be reimbursed for providing those services through the LPDN.
10. **Release of Liability.** The District and Parent agree that the District has no liability for any conduct of such LPDN, **INCLUDING NEGLIGENCE**, and the Parent hereby releases the District from any and all claims arising from or involving any way whatsoever the actions or failures to act of the LPDN. **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 THE LPDN OR OF THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, 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 PARENT AGREES AND COVENANTS TO NOT SUE THE DISTRICT, ITS**

TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS OR ASSIGNS FOR SUCH CLAIMS OR CAUSES OF ACTION; OR

b. THE OPERATION, USE OR MAINTENANCE OF ANY MOTOR VEHICLE BY THE LPDN OR BY THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, 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 PARENT AGREES AND COVENANTS TO NOT SUE THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS OR ASSIGNS FOR SUCH CLAIMS OR CAUSES OF ACTION.

11. ***Indemnification.*** The Parent agrees to indemnify and hold harmless Hays Consolidated Independent School District, its trustees, administrators, teachers, employees, officers, agents, volunteers or assigns, each in their official and their individual capacities, from any damages or loss arising from: (1) any claim or cause of action for personal injury or property damage asserted by the Parent, the Student or the LPDN that in any way involves or relates to services provided by the LPDN; (2) any failure of the LPDN to comply with the rules and regulations of HAYS CONSOLIDATED Independent School District; and (3) any and all claims concerning the Student's right to school nursing services and school health related services under the Individuals with Disabilities Education Improvement Act, 20 U.S.C. §§ 1400, et seq. or Section 504 of the Rehabilitation Act of 1973. **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 PARENT UNDERSTANDS THAT THIS INDEMNIFICATION BINDS THEM, THEIR ASSIGNS, PERSONAL REPRESENTATIVES AND HEIRS.**

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

13. **Complete Agreement.** The District and Parent agree that this Nursing Services Agreement sets forth all the terms and conditions related to the District allowing a LPDN to attend school with the Student.

Parent:

HAYS CISD:

Printed Name

Printed Name of Authorized Representative

Signature

Signature

Date

Date

Parent:

Printed Name

Signature

Date