

SPECIAL EDUCATION:  
ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

EHBAB  
(REGULATION) (EXHIBIT)

See the following pages for forms relating to Private Duty Nurses:

- Exhibit A: Out-of-District Private Duty Nurse Guidelines/Agreement
- Exhibit B: Agency Verification/Agreement
- Exhibit C: Private Duty Nurse FERPA Training Acknowledgment
- Exhibit D: Consent for Release and Exchange of Health Information
- Exhibit E: Indemnification and Release for Use of Out-of-District Private Duty Nurse
- Exhibit F: Confidentiality/Expectations Agreement for Out-of-District Private Duty Nurse
- Exhibit G: Out-of-District Private Duty Nurse Checklist

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EXHIBIT A

## Out-of-District Private Duty Nurse Guidelines/Agreement

THIS AGREEMENT is made by and between the NORTHWEST INDEPENDENT SCHOOL DISTRICT ("District" or "NISD"), AND \_\_\_\_\_ ("Parent"). This agreement sets out the parties' understanding in relation to the use of out-of-District private duty nurses ("PDN") during the school day.

### I. Introduction/Background

The Northwest Independent School District, from time-to-time, receives requests from parents to allow persons who are not District employees to provide medical and/or health services to their children.

The intent and desire of the District are to reasonably accommodate the requests of parents, ensure that our students have access to free appropriate public education ("FAPE") and to provide a safe and secure environment for all. Therefore, the District requires the following guidelines be followed upon receiving a request for a PDN to provide services to a student on District property.

The District can and remains willing to provide FAPE, including all school health services and school nursing services needed by the student.

### II. Guidelines

#### A. Approval Process

1. Only a parent or legal guardian may seek approval for a PDN to perform services on District property. Copies of the packet, containing all necessary approval forms, are available from the Health Services Coordinator. All health forms are available from the Campus Health Coordinator. No provider may provide services to any District student on District property without all forms completed and approved. Packet forms and approval process must be updated annually during the student's annual ARD.
2. Approval shall not be granted before all necessary documentation is completed to the satisfaction of District administrative personnel.
3. Documentation required, but not limited to:
  - a. Out-of-District Private Duty Nurse Guidelines/Agreement (EXHIBIT A)
  - b. All required agency/provider paperwork:
    - Agency Verification/Agreement (EXHIBIT B)
  - c. All relevant District health documents (i.e. parent medication administration request form, special procedure form, etc.)
  - d. Completed NISD FERPA Training by agency nurse and signed Private Duty Nurse FERPA Training Acknowledgment (EXHIBIT C)
  - e. Physician's prescription or order, indicating medical necessity for a PDN and the level of nursing services requested during the school day. If the physician orders indicate that a PDN is required to adequately attend to the child's medical needs, and the parent has rejected the offer of nursing services, the PDN must always attend school with the student. If the PDN is not available for any reason, the student will need to stay home and parent/guardian must contact the student's campus to report the absence because a PDN is not available.
  - f. Consent for Release and Exchange of Health Information (EXHIBIT D)
  - g. Indemnification and Release for Use of Out-of-District Private Duty Nurse (EXHIBIT E)
  - h. Confidentiality/Expectations Agreement for Out-of-District Private Duty Nurse (EXHIBIT F)

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- i. Any other information pertinent to the services.
4. No application will be approved before the Agency furnishes proof of insurance in the amount of at least \$1,000,000 (listing District as an insured party) and the proof of insurance is on file with the District Risk Management office.

**B. Roles and Responsibilities**

**1. Parent**

- a. Complete and return Out-of-District Private Duty Nurse Packet.
- b. Provide school nurse with Physician Requests/Orders and specified health documents.
- c. Provide agency with necessary paperwork to submit with request.
- d. Participate in the development of the Individual Healthcare Plan (IHP).
- e. Ensure the PDN and/or school has all appropriate medical equipment and/or medication for student.
- f. Arrange for substitute PDN as needed.
- g. Inform the school nurse prior to PDN staff changes.
- h. Inform the campus if student is absent due to unavailability of PDN.
- i. Agree and acknowledge that if the physician's orders indicate that PDN is required to adequately attend to the child's medical needs, the PDN must always attend school with the student. If the PDN is not available for any reason, the student will need to stay home.
- j. Complete and return Consent for Release and Exchange of Health Information (EXHIBIT D).
- k. Complete and return Indemnification and Release for Use of Out-of-District Private Duty Nurse (EXHIBIT E).
- l. Agree that the PDN has no employment relationship with District and District shall not be liable in any way for any compensation, wages, or expenses of such PDN incurred in connection with providing any services to the student.
- m. Agree, waive, and release the student's rights to receive school health services and school nursing services from District as part of FAPE or to be reimbursed for providing those services through the PDN.
- n. Agree to provide 30 days' notice of the cessation of the student's PDN services to the Health Services Coordinator in order to allow the District ample time to make necessary staffing and training arrangements in order to implement the student's health services and nursing services as recommended in the student's IEP.
- o. Agree that the PDN will be supervised by the private nursing agency and that District health services staff have no responsibility or obligations regarding supervision of the PDN in his/her provision of nursing services to the student.

**2. Agency or Individual Provider**

- a. Complete Agency Verification/Agreement (EXHIBIT B).
- b. Provide District proof of liability insurance in the amount of at least \$1,000,000 (listing District as an insured party).
- c. Supervise, train, and employ PDN in accordance with all applicable laws and regulations.

**3. Out-of-District Private Duty Nurse**

- a. Complete District FERPA training prior to attending school with the student (EXHIBIT C).
- b. Adhere to the Texas Nurse Practice Act, Standards of Nursing Practice, Texas Education Code, and the policies and procedures of the District.

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- c. Sign and comply with the Confidentiality/Expectations Agreement for Out-of-District Private Duty Nurse (EXHIBIT F).
- d. Provide daily care of the student as indicated in the Individualized Healthcare Plan.
- e. Wear picture identification with licensure visible at all times.
- f. Communicate with the Campus Health Coordinator any changes in the student's condition, orders, or medications.
- g. Provide copies of PDN Daily Nurse's Notes to Campus Health Coordinator.
- h. Follow classroom rules established by District staff. Cell phone use, texting and leisure activities will not be permitted while on duty during school hours.
- i. Follow District Board Policy (GKC Local), *Community Relations: Visitors*. Sign into Raptor daily and wear badge when on campus.
- j. Agree and sign the Indemnification and Release for Use of Out-of-District Private Duty Nurse (EXHIBIT E).

**4. Campus Health Coordinator**

- a. Collect and review all Physician Orders for student. Clarify as needed.
- b. Assess and draft the Individualized Healthcare Plan with parent input. Review and update as needed.
- c. Assist the PDN with emergency situations. Ensure plan is documented in IHP.
- d. Establish a plan with parents and staff regarding absences of PDN. Make sure plan is documented in the IHP.
- e. Adhere to the Texas Nurse Practice Act, Standards of Nursing Practice, Texas Education Code and the Policies and Procedures of the District.
- f. Attend ARD and Section 504 meetings as required for the student. Complete School Health Nursing Assessment form as required for IEP.
- g. Obtain copy of the Consent for Release and Exchange of Health Information (EXHIBIT D).
- h. Report any issues concerning the PDN to Agency supervising RN, parent, and District Health Services Coordinator.

**5. Health Services Coordinator**

- a. Review and sign Out-of-District Private Duty Nurse Guidelines/Agreement (EXHIBIT A).
- b. Ensure parent completes and returns PDN packet (all documents) prior to PDN attending school with student.
- c. Ensure the PDN completes the FERPA Training Acknowledgement (EXHIBIT C).
- d. In consultation with the campus administration, campus health coordinator, and teacher, designate an appropriate location for the PDN that meets the needs of the student and is non-disruptive to the learning environment.
- e. Review Health Services expectations with PDN.

**6. Principal**

- Review and sign Out-of-District Private Duty Nurse Guidelines/Agreement (EXHIBIT A).

**III. Conflict Resolution**

If the teacher, based on his/her experience and expertise, determines the PDN is interfering in the educational process, this will be discussed privately with the PDN. Parent will be notified. If the situation persists, the campus administrator will be informed and he/she will meet with the PDN and parent. If the situation is not resolved, the principal will notify the Health Services Coordinator who will discuss the situation with the agency/nursing supervisor. The interference applies to any student in the classroom. If

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the situation is not resolved to the satisfaction of the District, the PDN may not be allowed to accompany the student to school any longer, and the District will provide all medical and nursing services necessary for receipt of FAPE.

**IV. Approval**

The District reserves the right to withdraw its approval at any time if, in the sole determination of the District, the parent or the PDN fails to comply with the terms of the agreement, the service or conduct of the PDN interferes with or creates a disruption to the educational environment, or the continuation of the services of the services on District property is contrary to the best interest of the District.

The approval of any request to allow a PDN to perform services on District property is temporary and made on a case-by-case basis. The goal of every approved agreement should be to eventually eliminate the PDN during the school day. The District will review the approval at least once each school year or on a more frequent schedule, if needed, to determine the appropriateness of continuing the agreement.

AGREED:

\_\_\_\_\_  
Campus Principal Date

\_\_\_\_\_  
Health Services Coordinator Date

\_\_\_\_\_  
Parent/Guardian Date

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EXHIBIT B

## Agency Verification/Agreement

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

Contact name of Agency director/supervisor: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Physical address, if different from above: \_\_\_\_\_

Agency phone numbers: \_\_\_\_\_

Agency email: \_\_\_\_\_

### Agency Verification

As the supervisor/director of the above-named agency, I verify that the following individuals (list names and licensure below) have been contracted to work for \_\_\_\_\_, parent/guardian of \_\_\_\_\_, a student in Northwest ISD, during the school year \_\_\_\_\_.

Name, Licensure: \_\_\_\_\_ Email: \_\_\_\_\_

Supervising Registered Nurse\*: \_\_\_\_\_

\*Supervising Registered Nurse agrees to follow all laws, rules and regulations of the Texas Board of Nursing regarding supervision of a Licensed Vocational Nurse.

I further verify that I have received from said parent a signed Consent for Release and Exchange of Health Information (EXHIBIT D) from Northwest ISD and that all health care providers have been instructed to keep the Campus Health Coordinator on the student's campus informed of plans of care, physician's orders and any changes in those standards. I verify that each of the employees who will care for the student are currently certified in CPR, have received required HIPAA compliance instruction, and have the knowledge, training, and expertise to perform the nursing skills required for the student's care.

I have provided the employees named above with a copy of Confidentiality/Expectations Agreement for Out-of-District Private Duty Nurse (EXHIBIT F) and required them to read and agree to those guidelines prior to their attendance on campus. I also agree that I will provide Northwest ISD with a current liability insurance certificate for at least \$1,000,000 listing Northwest ISD as an additional insured.

**AGENCY AGREES THAT IF NORTHWEST ISD OR ANY OF ITS EMPLOYEES, INCLUDING ITS CAMPUS HEALTH COORDINATORS (COLLECTIVELY, "INDEMNIFIED PARTIES"), ARE INVESTIGATED, SANCTIONED, SUED, OR IN ANY WAY HAVE ANY ADVERSE ACTION THREATENED OR TAKEN AGAINST THE INDEMNIFIED PARTIES BECAUSE OF ANY ACTION OR INACTION OF AGENCY OR ANY EMPLOYEE OR AGENT OF AGENCY, AGENCY WILL FULLY AND COMPLETELY DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES.** Agency agrees to reimburse all costs, fees, fines, or other monetary burdens incurred by the Indemnified Parties in connection with any action or inaction of Agency and/or its employees or agents. This paragraph specifically includes, but is not limited to, investigations and actions taken against Northwest ISD nurses by the Texas Board of Nursing based on action or inactions of nurses placed in Northwest ISD facilities by Agency.

Signed: \_\_\_\_\_

Name and Title of Authorized Agency Representative

Date

Printed Name: \_\_\_\_\_

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EXHIBIT C

## Private Duty Nurse FERPA Training Acknowledgment

Private Duty Nurse's Name: \_\_\_\_\_

I have viewed the NISD FERPA Training Video and understand my responsibilities in following NISD policy and guidelines and complying with the Family Educational Rights and Privacy Act. I have been given an opportunity to ask questions and clarify concerns. I understand that should a question or concern arise in the future, I should seek the advice of the Health Services Coordinator.

\_\_\_\_\_  
Private Duty Nurse Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Health Services Coordinator or Human Resources Representative Signature

\_\_\_\_\_  
Date

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EXHIBIT D

## Consent for Release and Exchange of Health Information

I hereby authorize \_\_\_\_\_ (“Agency”) to release, obtain, and exchange information with Northwest Independent School District pertaining to my child, \_\_\_\_\_ (Student’s Name). The purpose of this disclosure is in connection with the use of an out-of-district private duty nurse for my child at school.

Information may be obtained, released from or exchanged with the following parties:

- Campus Administrator: \_\_\_\_\_
- Campus Health Coordinator: \_\_\_\_\_
- District Health Services Coordinator: \_\_\_\_\_; and
- Any substitute nurse on behalf of the individuals named above.

Information and required records to be covered by this authorization are as follows:

- Complete health history
- Medication information
- Social history
- Nursing care plan
- Hospital records
- Dr. visits/orders

I understand that my child’s health records are confidential and cannot be disclosed without my written authorization, except otherwise as provided for by law.

I understand that a photocopy or facsimile of this authorization is as valid as the original.

This authorization expires 1 year after the date it is signed or the date my child ceases to receive services of an out-of-district private duty nurse at school, whichever occurs later.

I may revoke this authorization at any time in writing, submitted to the Northwest ISD Health Services Coordinator.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date



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EXHIBIT E

## Indemnification and Release for Use of Out-of-District Private Duty Nurse

The Parents/Legal Guardians of \_\_\_\_\_ (“Student”), \_\_\_\_\_ (“Agency”), and \_\_\_\_\_ an Out-of-District Private Duty Nurse (“PDN” or “Private Duty Nurse”) for the Student, hereby agree to indemnify, defend, and hold harmless Northwest Independent School (“District”), and its trustees, officers, administrators, and employees from all losses, claims, liabilities, injuries, damages, expenses, and attorney’s fees (collectively referred to as “damages”), that the Student, Parents/Legal Guardians, or any person may incur, to the extent such damages arise out of or result from (i) the provision of health services to the Student by the Private Duty Nurse, (ii) the presence of the Private Duty Nurse on District property or District transportation; (iii) any violation by the Private Duty Nurse or Agency of state, federal, or local law, rule, regulation, or District policy; and/or (iv) the negligence or willful misconduct of the Private Duty Nurse, the Agency, or their agents, subcontractors, employees, or licensees.

The Parents/Legal Guardians and Student hereby RELEASE and DISCHARGE the District and its trustees, officers, administrators, employees, successors, and assigns from all losses, claims, liabilities, injuries, damages, expenses, and attorney’s fees which the undersigned ever had, or now has, or may have, or which the undersigned’s heirs, executors, administrators or assigns may have, or claim to have against the District, arising out of the provision of health services by the Private Duty Nurse, the Agency, and their presence on or use of District property. The undersigned acknowledge they have read this Indemnification and Release, understand it is a legal document with permanent legal consequences, and agree to it.

### PARENTS/LEGAL GUARDIANS

\_\_\_\_\_  
Parent/Legal Guardian Signature Date

\_\_\_\_\_  
Parent/Legal Guardian Signature Date

### AGENCY

\_\_\_\_\_  
Authorized Agency Representative Signature Title Date

### PRIVATE DUTY NURSE

\_\_\_\_\_  
Private Duty Nurse Signature Date

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EXHIBIT F

## Confidentiality/Expectations Agreement for Out-of-District Private Duty Nurse

It is the policy of Northwest Independent School District ("District" or "NISD") to provide our employees and students with a level of privacy and confidentiality with any information concerning any of our students or employees. In the course of your work as a private duty nurse, you may have access to confidential information (oral, written, or computer generated and not otherwise available to the public at large) about employees or students, their families, and/or personal business and school business information, including computer programs, software and supporting documentation, technological improvement plans, strategic plans, financial information, and employee information (including, but not limited to co-workers and their families).

THEREFORE, I AGREE that:

1. My right to make use of confidential information is restricted to my need to know the information for performing my job responsibilities as a private duty nurse for my client.
2. I will not discuss any confidential information in any public areas, hallways, or gathering spaces inside or outside of the school building.
3. I will hold all confidential information of which I have knowledge in the strictest confidence, as required by law.
4. I agree to utilize confidential information obtained by me only in performance of my job responsibilities as a private duty nurse for my client.
5. I will refrain from taking pictures, videos, or audio-recordings while on campus or while attending school-related events.
6. Unauthorized disclosure, copying, and/or misuse of confidential information is a serious breach of duty and will result in removal from the campus.
7. This agreement mandates compliance extending beyond employments, contract or association with NISD, as required by law.
8. I will not interfere with or disrupt any District employee in providing educational or related services to any student, including the student I serve. In the event a dispute arises about the services or the care of the student, the directives, judgement, and discretion of District personnel will be followed.
9. I will adhere to the Texas Nurse Practice Act, Standards of Nursing Practice, the Texas Education Code, the Family Educational Rights and Privacy Act, and the policies and procedures of NISD.
10. I will refrain from the use of my cell phone and texting while on duty during school hours.
11. I will provide direct care and observation for the assigned student and will refrain from participating in leisure activities while attending school with the student.
12. I will wear a picture identification badge with my licensure visible at all times while on district property.
13. I will keep the Campus Health Coordinator and District Lead Nurse updated of any changes in the status of the student or change in plan of care.

Private Duty Nurse Signature \_\_\_\_\_

Date \_\_\_\_\_

Agency: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Private Duty Nurse's Supervisor: \_\_\_\_\_

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EXHIBIT G

## Out-of-District Private Duty Nurse Checklist

Student Name: \_\_\_\_\_

DOB: \_\_\_\_\_

Campus/Grade: \_\_\_\_\_

Teacher: \_\_\_\_\_

Date packet provided to Parent: \_\_\_\_\_

1. Exhibit A: Out-of-District Private Duty Nurse Guidelines/Agreement
2. Exhibit B: Agency Verification/Agreement
3. Exhibit C: Private Duty Nurse FERPA Training Acknowledgment
4. Exhibit D: Consent for Release and Exchange of Health Information
5. Exhibit E: Indemnification and Release for Use of Out-of-District Private Duty Nurse
6. Exhibit F: Confidentiality/Expectations Agreement for Out-of-District Private Duty Nurse
7. Exhibit G: Out-of-District Private Duty Nurse Checklist
8. NISD Parent Request for Medication Administration Form
9. NISD Special Procedures Order Form

### Packet Received from Parent

Component	Date Returned	Completed/RN Initials
Exhibit A		
Physician's Orders (current year)		
Names of Private Duty Nurse(s) 1. 2. 3.		
Exhibit D		

### Agency/Private Duty Nurse Agreements with Signatures

Component	Nurse #1	Nurse #2	Nurse #3
Exhibit B			
Exhibit C			
Exhibit E			
Exhibit F			
License Verification (Copy Attached)			

### Human Resources Clearance

Component	Nurse #1	Nurse #2	Nurse #3
Exhibit G			

### Verification of Agency

Name of Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

### For Clinic and Health Services:

ARD Meeting Date: \_\_\_\_\_ Transportation Start Date: \_\_\_\_\_

Date Exhibit G (completed) and all documentation provided to NISD Risk Manager: \_\_\_\_\_