

STATE OF TEXAS §
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COUNTY OF ECTOR §

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Health Service Department-Nursing Services
Agreement to Permit Private Nurse on Campus

This Agreement is entered into on the date executed between the Ector County Independent School District (the “District”), the undersigned (“Private Nurse”), and the undersigned nursing company (“Nursing Company”). Private Nurse and Nursing Company are sometimes hereafter collectively referred to as “Provider.”

1. ***Duties of Private Nurse.*** Private Nurse agrees to perform any and all nursing services generally performed by Private Nurse in providing health services to the student named below (the “Student”). In performance of said duties, the Private Nurse agrees to provide to the District a copy of all doctors’ orders and action plans concerning the Student the Private Nurse is providing services for, as well as a copy of all daily nursing notes created or maintained by the Private Nurse and/or the home health agency regarding the Student.

2. ***Duties of Nursing Company.*** Nursing Company shall provide Private Nurses to perform the duties of Private Nurse for the District, as described herein. Nursing Company shall be responsible for complying with any and all Federal, State, local, and District policies pertaining to nursing, including, but not necessarily limited to, the Texas Nurse Practices Act. Nursing Company shall be responsible for seeing that all Private Nurses are appropriately qualified and credentialed and able to perform their duties as agreed.

3. ***Presence on School Premises.*** Services provided Student by the Private Nurse are in partial consideration for the private use of school property for the providing of private services.

4. ***Term.*** This Agreement will commence on the date executed by the District, and the Agreement will remain in full force for the period in which the Provider provides services to the Student. The District may terminate this Agreement, with or without cause, upon written notification to the Parents and the Provider.

5. ***Relationship of the Parties.*** The Provider and the District do not have an employment relationship. The District shall not be liable in any way for any compensation, wages, or expenses of the Provider in connection with providing services to the Student. The Provider is not to be considered an agent or employee of the District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees, including workers’ compensation insurance.

6. ***Release of Liability.*** The District and the Provider agree that the District has no liability for injury or other claims brought by the Provider or against the Provider arising in any way whatsoever from the provision of health services to the Student. The Provider must 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 persons, including District employees and students. All work must be performed entirely at the Provider's risk. The District has no liability for any damages or injuries the Providers may sustain in the course of providing services to the Student herein described, except as required by law.

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 DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS, AND ASSIGNS, ALL IN BOTH THEIR OFFICIAL AND IN THEIR INDIVIDUAL CAPACITIES, OR ANY OTHER PERSON OR ENTITY, WHETHER BY ACT OR OMISSION. THE PROVIDER AGREES AND COVENANTS TO NOT SUE THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, 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 DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS, AND ASSIGNS, ALL IN BOTH THEIR OFFICIAL AND IN THEIR INDIVIDUAL CAPACITIES, OR ANY OTHER PERSON OR ENTITY, WHETHER BY ACT OR OMISSION. THE PROVIDER AGREES AND COVENANTS TO NOT SUE THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS, OR ASSIGNS FOR SUCH CLAIMS OR CAUSES OF ACTION.**
7. ***No Waiver of Immunity.*** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants herein.
8. ***Indemnification.*** The Provider 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 Provider, whether negligent or

purposeful, in the execution or performance of this Agreement. **THIS INDEMNIFICATION EXPRESSLY EXTENDS TO ALL CLAIMS OR CAUSES OF ACTION OF ANY ORIGIN, INCLUDING THOSE ARISING AS A RESULT OF THE NEGLIGENCE OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY, WHETHER BY ACT OR OMISSION. THE PROVIDER UNDERSTANDS THAT THIS INDEMNIFICATION BINDS ITS ORGANIZATION, HIM OR HER, HIS OR HER ASSIGNS, PERSONAL REPRESENTATIVES, AND/OR HEIRS.**

8. ***District Policies.*** The Provider agrees to comply with all District rules, regulations, and policies while on District property or while attending District related or District sponsored events with the Student. The Provider acknowledges that the District has informed the Provider of applicable school rules and regulations by providing the Provider with a written copy of the applicable rules, regulations, and policies, Failure to comply with District rules, regulations, and policies will result in termination of this Agreement by the District.
10. ***Board of Nursing (BON) Policies.*** The Provider agrees to comply with all rules and regulations governing nurses, to include, but not necessarily be limited to, the Texas Nurse Practice Act and the rules and regulations of the BON. Specifically, the Private Nurse agrees to be supervised while on duty by the Registered Provider who is assigned to the campus as the School Nurse. Nursing supervision will involve routine monitoring of clinical skills and review of patient care plans.
11. ***Criminal Background Check.*** The Private Nurse agrees to submit to a national criminal history review and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs. The Private Nurse shall provide the District with a copy of his or her current nurse's license issued by the Board of Nurse Examiners for the State of Texas. The Private Nurse agrees to wear a name tag at all times when present on any property owned by the District.
12. ***Failure of Nursing Company to Perform.*** In the event that Nursing Company shall fail to provide qualified Private Nurses and/or consistently fails to follow any Federal, State, local, or District policies or regulations, or shall fail to provide its duties as provided under this Agreement, the District reserves the right to notify Nursing Company of said defect or defects. In the event that Nursing Company fails to remedy any such defect within ten (10) days, then the District, in its sole and absolute discretion, may terminate its relationship with any existing Private Nurse and/or with the Nursing Company.
13. ***Terms to be Exclusive.*** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons, or legal entities.

14. **Governing Law and Venue.** This Agreement is made according to the laws of the State of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law, and any action concerning this Agreement shall be brought in Ector County, Texas.
15. **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.

Date: _____

Ector County Independent School District

By: _____

Name: _____

Title: _____

Date: _____

Nursing Company (Printed Name)

By: _____

Name: _____

Title: _____

Date: _____

Private Nurse (Signature)

Printed Name

Date: _____

Parent of Student (Signature)

Printed Name

Student (Printed Name)