

KELLER ISD PRIVATE DUTY NURSE GUIDELINES

When a student's health needs require immediate or intensive skilled one-to-one nursing care, the parent/guardian may request the student's private duty nurse (hired by the parent/guardian) attend school with the student.

The role of the private duty nurse is limited to providing direct individualized support to privately assigned students, through health care intervention, as prescribed by Physician's Orders only.

Responsibilities of the Keller ISD campus administrator upon receiving a request from a parent for a private duty nurse:

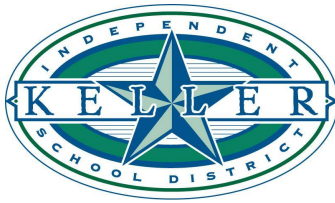
- a) Ensure parent has completed and uploaded PDN packet (all documents) and approval has been received from the Health Services Office prior to PDN attending school with the student
- b) Ensure the PDN completes the PDN criminal background check and it has been approved by KISD Human Resources Department prior to attending school with student
- c) Participate in the development of the student's Individual Healthcare Plan
- d) In consultation with the school nurse 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 campus expectations and campus emergency protocols with PDN

Responsibilities of the Parent include:

- a) Complete and [upload](https://forms.gle/5DVHXZuoBLN7NGp19) the out of district private duty nurse packet (<https://forms.gle/5DVHXZuoBLN7NGp19>)
- b) Provide school nurse with physician's request, 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 campus prior to PDN staff changes
- h) Inform the campus if student is absent due to unavailability of PDN
- i) Parent agrees and acknowledges 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 stay home

Responsibilities of the Keller ISD school nurse include:

- a) Collect and review all physicians' orders for the student. Clarify as needed
- b) Develop the Individual Healthcare Plan. Review and update as needed
- c) Assist PDN with care of the student as indicated in the IHP
- d) Assist the PDN with emergency situations. Ensure plan is documented in IHP
- e) Establish a plan with parents and staff regarding absence of PDN. Make sure plan is documented in the IHP
- f) Adhere to the Texas Nurse Practice Act, Standards of Nursing Practice, Texas Education Code and the Policies and Procedures of Keller ISD
- g) Attend ARD and Section 504 meetings as required for the student. Complete skilled nursing supplement form as required for IEP
- h) Obtain copy of the **Consent for Exchange of Health Information-Form D**
- i) Periodically observe nursing skills performed by PDN for student during school day and report any issues to Agency supervising RN, parent and KISD Director of Health Services



KELLER ISD PRIVATE DUTY NURSE GUIDELINES

Responsibilities of the Private Duty Nurse include:

- a) Complete the **PDN criminal background check- Form G** and ensure it has been approved by KISD Human Resources Department prior to attending school with student
- b) Adhere to the Texas Nurse Practice Act, Standards of Nursing Practice, Texas Education Code and the Policies and Procedures of Keller ISD
- c) Sign and comply with the **Confidentiality/Expectations Agreement - Form F** for Out of District Private Duty Nurse
- d) Provide daily care of the student as indicated in Individual Healthcare Plan
- e) Wear picture identification with licensure visible at all times
- f) Communicate with the campus Registered Nurse any changes in the student's condition, orders or medications
- g) Follow classroom rules established by KISD staff. Cell phone use, texting and leisure activities will not be permitted in the classroom setting
- h) Follow KISD Board Policy (GKC Local): Community Relation-Visitors to the Schools Agreement and sign the **Indemnification and Release - Form E**

Responsibilities of the Agency include:

- a) Complete Agency Verification/Agreement
- b) Provide District proof of liability insurance in the amount of at least \$1,000,000 (listing District as an insured party and noting policy is regarding private duty nurses)

Upon receipt and approval of all Private Duty Nurse documents, the KISD Health Services office will provide an approval notice to the campus principal, campus nurse, parent and nursing agency.

Additional Private Duty Nurse Packet Documents

***Out of District Private Duty Nurse Guidelines/Agreement - Form A**

***Agency Verification Agreement Form - Form B**

***Insurance Proof - Form C**

***Consent for Release and Exchange of Health Information - Form D**

***Indemnification and Release Out of District Private Duty Nurse Keller ISD - Form E**

***Confidentiality/ Expectations Agreement for Out of District Private Duty Nurse - Form F**

***PDN Criminal History Authorization - Form G**



KELLER INDEPENDENT SCHOOL DISTRICT

The community of Keller ISD will educate our students to achieve their highest standards of performance by engaging them in exceptional opportunities.

OUT OF DISTRICT PRIVATE DUTY NURSE GUIDELINES/AGREEMENT

THIS AGREEMENT is made by and between the KELLER INDEPENDENT SCHOOL DISTRICT (“DISTRICT” or “KISD”), and _____ (“PARENT”). This Agreement sets out the understanding in relation to the use of out of district private duty nurses (“PDN”) during the school day.

I. Introduction/Background

The Keller 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 public education 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.

II. Guidelines

A. Approval Process

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 Keller ISD Website/Health Services. All health forms are available from the campus Registered Nurse. No provider may provide services to any KISD student on district property without all forms completed and uploaded to the Keller ISD PDN site and approval received from the KISD Health Services office. Packet forms and approval process must be updated annually. Please allow 10 business days for approval.

2. Approval shall not be granted before all necessary documentation is completed to the satisfaction of district administrative personnel.

Documentation required, but not limited to:

- a. the completed request and guidelines form (Form A)
- b. all required agency/provider paperwork (Forms B-C)
- c. all relevant KISD health documents (i.e. medication authorization form, special procedure form, etc.)
- d. completed PDN criminal background check that has been approved by KISD Human Resources Department (Form G)
- 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’s orders indicate that a 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 and parent/guardian must contact the student’s campus to report the absence because a PDN is not available.
- f. Consent to Release and Exchange Health Information form (Form D)

- g. Indemnification and Release Form (Form E)
 - h. Confidentiality/Expectations Agreement (Form F)
 - i. any other information pertinent to the services
3. 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 noting policy is regarding private duty nurse services) and the proof is on file with the district Health Services Office.

B. Roles and Responsibilities

1. Parent

- a) Complete and upload out of district private duty nurse packet
- b) Provide school nurse with physician's request, orders and specified health documents
- c) Provide agency with necessary paperwork to submit with request
- c) Participate in the development of the Individual Healthcare Plan (IHP)
- d) Ensure the PDN and/or school has all appropriate medical equipment and/or medication for student
- e) Arrange for substitute PDN as needed
- f) Inform the school nurse prior to PDN staff changes
- g) Inform the campus if student is absent due to unavailability of PDN
- h) Parent agrees and acknowledges 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 the student will need to stay home.

2. Agency or Individual Provider

- a) Complete Agency Verification/Agreement
- b) Provide district proof of liability insurance in the amount of at least \$1,000,000 (listing District as an insured party and including notation that insurance policy is regarding PDN services)

3. Out of District Private Duty Nurse

- a) Complete PDN criminal background check and be notified of approval by KISD Health Services Department prior to attending school with the student
- b) Adhere to the Texas Nurse Practice Act, Standards of Nursing Practice, Texas Education Code and the Policies and Procedures of Keller ISD
- c) Sign and comply with the Confidentiality/Expectations Agreement for Out of District Private Duty Nurse
- d) Provide daily care of the student as indicated in Individual Healthcare Plan
- e) Wear picture identification with licensure visible at all times
- f) Communicate with the campus Registered Nurse any changes in the student's condition, orders or medications
- g) Follow classroom rules established by KISD staff. Cell phone use, texting and leisure activities will not be permitted in the classroom setting
- h) Follow KISD Board Policy (GKC Local): Community Relation- Visitors to the Schools
- i) Agree and sign the Indemnification and Release form (Form E)

4. Campus Registered Nurse

- a) Collect and review all physicians' orders for the student. Clarify as needed
- b) Develop the Individual Healthcare Plan. Review and update as needed
- c) Assist PDN with care of the student as indicated in the IHP

- d) Assist the PDN with emergency situations. Ensure the plan is documented in IHP
- e) Establish a plan with parents and staff regarding absence of PDN. Make sure plan is documented in the IHP
- f) Adhere to the Texas Nurse Practice Act, Standards of Nursing Practice, Texas Education Code and the Policies and Procedures of Keller ISD
- g) Attend ARD and Section 504 meetings as required for the student. Complete skilled nursing supplement form as required for IEP
- h) Obtain copy of the **Consent for Release and Exchange of Health Information** form
- i) Periodically observe nursing skills performed by PDN for student during school day and report any issues to Agency supervising RN, parent and KISD Director of Health Services

5. Campus Administrator

- a) Ensure parent has completed and uploaded all documents in the PDN packet and that final approval has been received from the Health Services Department prior to PDN attending school with student
- b) Ensure the PDN completes the PDN criminal background check and it has been approved by KISD Human Resources Dept. prior to attending school with student.
- c) Participate in the development of the student's Individual Healthcare Plan
- d) In consultation with the school nurse 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 campus expectations and campus emergency protocols with PDN

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. Parents 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 Director of Health Services who will discuss the situation with the agency/nursing supervisor. The interference applies to any student in the classroom.

IV. Approval

KISD 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 PDN interferes with or creates a disruption to the educational environment or the continuation 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

Parent

Date signed

Date signed



Agency Verification/Agreement

Name of Agency: _____

Contact name of agency director/supervisor: _____

Mailing Address: _____

Physical address if different from above: _____

Agency phone numbers: Work: _____ Mobile: _____

Fax: _____ 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 _____, student in Keller ISD, during the school year _____.

_____ Name, Licensure	_____ Supervising Registered Nurse*
_____ Name, Licensure	_____ Supervising Registered Nurse*
_____ Name, Licensure	_____ 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 or Licensed Registered Nurse.

I further verify that I have received from said parent a signed "Consent to Exchange Health Information" form from Keller ISD, and that all healthcare providers have been instructed to keep the school Registered Nurse 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 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 student's care.

I have provided the employees named above with a copy of the "Confidentiality/Expectations Agreement" and required them to read and agree to those guidelines prior to their attendance on campus.

I also agree that I will provide the District with a current liability insurance certificate for at least \$1,000,000 listing the district as an insured party and specifying on the certificate that it is regarding private duty nurse (s).

Agency agrees that should Keller ISD or any of its employees, including its registered nurses, be investigated, sanctioned, sued, or in any way have any adverse action threatened or taken against Keller ISD and/or its employees because of any action or inaction of Agency or any employee or agent of Agency, Agency will fully and completely indemnify Keller ISD and/or its employees. Agency agrees to reimburse all costs, fees, fines, or other monetary burdens incurred by Keller ISD and/or its employees because of 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 Keller ISD nurses by the Texas Board of Nursing based on action or inactions of nurses placed in Keller ISD facilities by Agency.

Signed: _____
Name and Licensure

Date of signature: _____

Print Name: _____



ATTACH PROOF OF INSURANCE
TO THIS PACKET.



Keller Independent School District
Department of Health Services

Consent for Release and Exchange of Health Information

I hereby authorize _____ (Agency) to release, obtain, and exchange information pertaining to my child named below:

_____ (student's name)

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

___ School District RN _____ and any substitute RN in her behalf (name)

___ Campus Administrator

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Complete Health History | <input checked="" type="checkbox"/> Medication Information |
| <input checked="" type="checkbox"/> Social History | <input checked="" type="checkbox"/> Nursing Plan of Care |
| <input checked="" type="checkbox"/> Hospital Records | <input checked="" type="checkbox"/> 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.

Signature of Parent/Legal Guardian

Date



INDEMNIFICATION AND RELEASE OUT OF DISTRICT PRIVATE DUTY NURSE

The Parents, or Legal Guardian, of _____, a student of the Keller Independent School District, and _____, an Out of District Private Duty Nurse (PDN) for the student, hereby agree to indemnify and hold Keller Independent School District, and its trustees, officers, administrators, and employees harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorney's fees, that the Parents, or Legal Guardian, of the student and the Out of District Private Duty Nurse may incur (i) to the extent such losses, claims, liabilities, injuries, damages and expenses arise out of or result from the provision of health services to the student by the Out of District Private Duty Nurse, or their presence on KISD property for the purpose of performing health services which results in bodily injury or physical or actual damage to the property of any person or entity, including Keller Independent School District or its Trustees, officers, administrators and employees; (ii) to the extent such losses, claims, liabilities, injuries, damages and expenses arise out of or result from any violation by the Out of District Private Duty Nurse of state, federal, or local law, rule, regulation, of KISD policy which results in bodily injury or physical or actual damage or the imposition of a fine, penalty, or other charge; or (iii) such losses, claims, liabilities, injuries, damages and expenses arise out of or result from the negligence or willful misconduct of the Out of District Private Duty Nurse or their agents, subcontractors, employees or licensees; provided, however, that nothing contained herein shall be construed as requiring the Parents, or Legal Guardian, or the Out of District Private Duty Nurse to indemnify Keller Independent School District, its Trustees, officers, administrators, and employees for any claim for damage or loss of any kind when said damage or loss was caused in whole by the negligence of the Keller Independent School District, its Trustees, officers, administrators, and employees, for which Keller Independent School District does not waive its governmental immunity and any liability shall only be to the extent allowable pursuant to the Texas Civil Practice and Remedies Code, Title 5, Chapter 101.

The Parents, or Legal Guardian, of _____, a student of the Keller Independent School District, and _____, in consideration of Keller Independent School District granting its approval for the Out of District Private Duty Nurse entry to KISD facilities for provision of health services to the student, do hereby RELEASE and DISCHARGE the Keller Independent School District, its successors and assigns, from all claims, demands, actions, judgments, and executions 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 Keller Independent School District, its successors and assigns, arising out of the provision of health services by the Out of District Private Duty Nurse and their presence on or use of KISD property for that purpose.

The undersigned hereby acknowledges they have read the foregoing Indemnification and Release, understand it is a legal document that has permanent legal consequences, and in consideration of Keller Independent School District granting it approval for the provision of health services by an Out of District Private Duty Nurse, agree to its terms.

PARENT OR LEGAL GUARDIAN:

(Signature)

Date: _____

(Signature)

Date: _____

OUT OF DISTRICT PRIVATE DUTY NURSE:

(Signature)

(Printed Name)

(Date)

Title: _____



**Keller Independent School District
Confidentiality/Expectations Agreement for Out of District Private Duty Nurse**

It is the policy of the Keller Independent School District (KISD) 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 not otherwise available to the public at large) about employees or students, their families and/or personal business. School business information includes 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 to perform my job responsibilities as a private duty nurse for my client.
2. I will not discuss any confidential information in any public areas, hallways, gathering spaces inside or outside of the school building.
3. I will hold all confidential information of which I have knowledge in the truest 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 or videos 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. Further, this agreement mandates compliance extending beyond employment, contract, or association with the KISD, as required by law.

I FURTHER AGREE that:

8. I shall 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 judgment and discretion of District personnel shall be followed.
9. I will adhere to the Texas Nurse Practice Act, Standards of Nursing Practice, Texas Education Code and the Policies and Procedural Guidelines of KISD.
10. I will refrain from the use of my cell phone and texting in the classroom.
11. I will provide direct care and observation for assigned student and will refrain from participating in leisure activities while attending school with student.
12. I will wear a picture identification badge with my licensure visible at all times on district property.
13. I will keep the campus Registered Nurse updated on any changes in the status of the student or change in plan of care.

Out of District Private Duty Nurse Signature

Date Signed

Name of Agency/Company Employed: _____

Registered Nurse Supervisor's Name: _____

Address: _____

Phone #: _____



Authorization Requirements for School District Contractors

Texas Education Code (TEC) §22.0834 and §22.08341 state that a contractor that provides services to a school district or charter school must be fingerprinted before beginning work, if the contractor 1) will have continuing duties related to the contracted services, and 2) will have the opportunity for direct contact with students.

Pursuant to the Texas Government Code (TGC) §411.0845, the Texas Department of Public Safety (DPS) maintains the Criminal History Clearinghouse (DPS Clearinghouse) to provide fingerprint criminal history record information to approved persons and entities. Additionally, the release of any criminal history record information provided by the U.S. Federal Bureau of Investigation (FBI) is subject to federal law, regulation, and policy.

TEA recommends that non-NCPA qualified contractors that have direct contact and continuing duties with students are fingerprinted by the district or charter school using the Local Education Entity (LEE) Fast Pass process.

I understand that I am responsible for scheduling my fingerprint appointment in accordance with the Local Education Entity (LEE) Fast Pass. Upon receipt of the LEE Pass from the KISD Human Resources, I understand that I am responsible for scheduling my fingerprint appointment and I am responsible for all fingerprinting fees.

By signing below, I authorize Keller ISD to establish and subscribe to my criminal history record through the Department of Public Safety (DPS).

Contractor Information:

Full Name (*PRINT as it appears on Driver's License*): _____

Signature _____ Date _____

Date of Birth: _____ Gender: _____

Contact Phone # _____ E-mail: _____

Contractor Role/Position: _____

Campus(es)/Department w/Student Contact: _____

KISD Supervisor Authorization for Request (*PRINT Name*): _____

For HR Use Only:

Cleared: _____ Not Cleared: _____ Date: _____

Date Contractor Notified: _____ Date Campus Principal/Department Supervisor Notified: _____

By (HR Staff): _____ Date: _____