



STATE OF TEXAS

§

NURSING SERVICE AGREEMENT

COUNTY OF BEXAR

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PARENT FORM

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AGREEMENT TO PERMIT CERTAIN PRIVATE NURSING SERVICES ON DISTRICT PROPERTY

Name of Student:	Campus:	Grade Level:
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The Judson Independent School District (District) and _____ (Parents), who are the Parent(s) of the above-named minor Student, or the legal guardian(s) of the above-named adult Student, do hereby agree to the following terms and conditions related to the District allowing a licensed private duty nurse (LPDN) to accompany the Student to school:

1. The District and Parents agree that a LPDN employed by or contracted by the Parents may accompany the Student while at school or while participating in school activities to provide all school health, nursing and medical services the Student may require. The terms of this agreement are applicable to any LPDN (and/or any outside agency associated with said nurse) that accompanies the Student while at school or while participating in school activities.
2. The District and Parents agree that the LPDN is a private provider and 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 Parents 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. The Parent is solely responsible for paying LPDN for all health services rendered on District premises and for paying any other costs, charges, material, or equipment fees.
3. 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.
4. The District and Parents agree that the District has offered to provide all necessary and appropriate school nursing services and school health related services to the Student. The Parents agree and acknowledge that the District is ready, willing and able to provide those services to the Student. **The Parents agree and do 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. The Parents further waive and release any and all claims against the District, its trustees, administrators, teachers, nurses, employees, officers, agents, volunteers or assigns, each both in their official and their individual capacities, related to the provision of school health, nursing, and medical services for the Student, including any claims under the Individuals with Disabilities Education Act related to provision of nursing services as a related service, the Americans with Disabilities Action, Section 504 of the Rehabilitation Act of 1973, 42 U.S.C. § 1983, and the United States Constitution, Chapter 29 of the Texas Education Code and any implementing regulations for these afore-mentioned statutes, both federal and state, which might arise as a result of this Agreement.

THE DISTRICT AND PARENT AGREE THAT THE DISTRICT HAS NO LIABILITY FOR ANY CONDUCT OF THE LPDN 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 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, AND SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, THE DISTRICT OR LPDN'S OPERATION, USE OR MAINTENANCE OF ANY MOTOR VEHICLE. THE PARENTS AGREE AND COVENANT TO NOT SUE THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS OR ASSIGNS FOR SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATED TO THE PROVISION OF PRIVATE NURSING SERVICES.

5. The District and Parents agree that this Agreement does not constitute any waiver by the District of any immunity or right it may have under the law.
6. THE PARENTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS OR ASSIGNS, EACH BOTH IN THEIR OFFICIAL AND THEIR INDIVIDUAL CAPACITIES 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, THAT IN ANY WAY INVOLVES OR RELATES TO SERVICES PROVIDED BY THE LPDN TO THE STUDENT OR ANY FAILURE OF THE LPDN TO COMPLY WITH THE POLICIES, RULES AND REGULATIONS OF THE DISTRICT. THIS INDEMNIFICATION AGREEMENT EXPRESSLY EXTENDS TO ALL CLAIMS OR CAUSES OF ACTION OF ANY ORIGIN CONCERNING THE LPDN, INCLUDING

THOSE ARISING AS A RESULT OF THE NEGLIGENCE OF THE LPDN. THE PARENTS UNDERSTAND THAT THIS INDEMNIFICATION BINDS THEM, THEIR ASSIGNS, PERSONAL REPRESENTATIVES AND HEIRS.

7. The District and Parents agree and acknowledge that the LPDN *shall be subject to all of the District's rules, regulations, and policies while on District property or while attending District-related or District-sponsored events on or off District property with the Student, including any rules, regulations, and policies while riding the bus with the Student. This includes any campus procedures related to the location of the LDPN during the school day, including the housing of the LDPN in an alternate room within the campus, as long as such procedure is appropriate for the health and safety needs of the Student.* This includes maintaining the privacy and confidentiality of all students, and specifically includes, but is not limited to, adhering to confidentiality in regard to 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 student records and information. The District and Parents agree that the LDPN shall not interfere with the education of Student or other students in the classroom, will take all necessary precautions to minimize disruption to the classroom, and will not interfere with classroom management techniques. If the LDPN rides the bus with the Student, the Parents agree that the LDPN shall likewise not cause disruption on the bus or interfere with bus management techniques. The Parents further agree that, should the LDPN fail or refuse to abide by the District's rules, regulations, and policies, the Parents will take steps to rectify the situation, including addressing the problem with the LDPN and any agency which employs or provides the services of the LPDN. If the situation is not addressed to the satisfaction of the District, the District reserves the right to terminate this Agreement.

8. The District requires all individuals who provide services on District campuses and/or facilities to have a criminal background check. The Parent must take all steps necessary to send or ensure that the private nurse sends to the Texas Department of Public Safety ("DPS") information that is require by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. The Parent shall certify that the private nurse has submitted to a national criminal history information review by providing a certified copy of the private nurse's national criminal history record to the District's Director of Special Education before the private nurse may have any direct contact with students. 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 secure the criminal background check. The District will require the LPDN to 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.

9. 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 Parents 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 Parents agree to provide all necessary consents and releases of confidential information to the District to permit the District nurse to communicate with all service providers and receive copies of all reports or evaluations pertaining to the health-care needs of the student.
10. 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. The Parent shall make a reasonable attempt to find another LPDN to accompany the Student. The Parent acknowledges that the District may not make the service available in the event LPDN is absent, and the Parent did not find an available substitute LPDN.
11. The District and Parents 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.
12. This Agreement becomes effective on _____ and shall remain in effect until the end of the current school year and the duration 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 he or she 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. This agreement may be terminated by the Parents upon provision of written notice to the District fifteen 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. In addition, the District may terminate this agreement by written notice to the Parents and the LPDN, effective immediately upon delivery of the written notice to the LPDN. This Agreement terminates automatically when Student is no longer enrolled at Judson ISD. This agreement must be completed and approved prior to the initiation of LPDN services to the student at school.



JUDSON ISD:

By: _____ Date: _____

Name: _____

Title: _____

PARENTS:

By: _____ Date: _____

Name: _____

By: _____ Date: _____

Name: _____