AGREEMENT REGARDING THE PROVISION OF MEDICALLY NECESSARY TREATMENT ON SCHOOL PREMISES

This Agreement is entered into this ___ day of _____, _____, by and between Morgan County School District RE-3 ("District"),_____ ("Parents"), the parents of _____ ("Student"), who attends _____ ("School"), and _____ ("Health-Care Specialist"), collectively the "Parties."

RECITALS

A. Student lives within the jurisdiction of the District and is enrolled in a District school;

B. Student has been prescribed certain medical treatment that Parents request permission to have administered to Student by Health-Care Specialist on District grounds, in District vehicles, or at District activities or events;

C. Health-Care Specialist is licensed, certified, or otherwise authorized to provide health-care services in Colorado and will provide certain treatment for Student during the school day on District grounds, in District vehicles, or at District activities or events as delineated in Student's Written Treatment Plan.

NOW THEREFORE, in consideration of the foregoing Recitals, incorporated by this reference, and the District's consent to allow the Health-Care Specialist to provide certain medical treatment to Student on District grounds, in District vehicles, or at District activities or events, the Parties agree as follows:

1. PERMISSION TO WORK WITH STUDENT ON DISTRICT PREMISES

1.1 As agreed-upon by District and documented in the Written Treatment Plan (attached and incorporated herein as Exhibit A) , the Health-Care Specialist shall be permitted to enter the District's premises no more than _____ minutes per week and _____ days per month. The Health-Care Specialist shall use this allotted time to observe Student in the school setting, collaborate with District staff regarding the Student's educational needs, recommend supports to meet these needs, and to provide medically necessary treatment to Student.

1.2 If Health-Care Specialist seeks to schedule additional services beyond those agreed-upon in the Written Treatment Plan, Health-Care Specialist must provide _____ ("District Representative") at least two weeks' advance written notice of any additional visits. The District has sole discretion to deny additional visits or reschedule or modify any planned visit if the visit would interfere with the School's instructional programming and operation. Except in an emergency, the Health-Care Specialist and Parents will be provided two weeks' advance written notice

of any rescheduling or modification to a scheduled observation or treatment session.

1.3 Health-Care Specialist agrees to consult with the District Representative or designee as to the logistics of providing treatment to Student on District grounds, in District vehicles, or at District activities or events.

1.4 The Parties agree that the Health-Care Specialist's treatment visits must not disrupt or overlap with any of the Student's core academic content instruction or special education and/or related services, must not interfere with District staff members' performance of their duties and responsibilities, and must comply with the compensation arrangement between Health-Care Specialist and Parents.

1.5 Health-Care Specialist shall never be alone in a room with a Student, unless under visual observation by another adult or under video-surveillance.

1.6 Parents are solely responsible for compensating the Health-Care Specialist for any treatment administered to Student, and the District will have no financial obligation to the Health-Care Specialist for fees, expenses, or any other costs, including rescheduling or cancellation fees. If Health-Care Specialist initiates and offers suggestions, professional observations, opinions, advice, or consultation to and for District staff, the District is not obligated to compensate the Health-Care Specialist for these offerings.

1.7 Health-Care Specialist will not provide medical treatment for any other student, staff, or visitor in Student's School and shall not discipline or engage in inappropriate physical contact with any student. Health-Care Specialist will attempt to minimize any potential disruption to Student's and the School's educational program. Health-Care Specialist shall not act as a liaison between the School, District, and the Parents on education issues. Health-Care Specialist may be requested to attend IEP, health care plan, or Section 504 team meetings about Student or provide relevant medical information to the District's School Nurse and Student's IEP or 504 case manager, as applicable.

1.8 If any issues or concerns arise regarding the Health-Care Specialist's administration of treatment, the District Representative will discuss the concern with Parents and Health-Care Specialist, and all Parties will make a good faith effort to resolve the concern. In the event the Parties cannot come to a mutual agreement, the District may impose restrictions, as it deems necessary, on the Health-Care Specialist's administration of treatment delivered on District grounds, in District vehicles, or at District activities and events. Written notice of the restrictions shall be delivered (emailed or mailed) to both Parents and Health-Care Specialist, and shall

be effective beginning on the seventh (7^{th}) day after the date of delivery, unless the District determines in its sole discretion that circumstances warrant an expedited effective date.

1.9 While the Health-Care Specialist's treatment plan is considered independent of any service decisions made by the District, Parents authorize District representatives to discuss the plan with Health-Care Specialist and Health-Care Specialist to discuss the plan with District representatives and for each to release to the other information pertaining to Student, which either one determines is appropriate in order to coordinate the efforts of Health-Care Specialist and the District in providing educational services to Student.

1.10 The Parties acknowledge that Health-Care Specialist will come into contact with other students in the course of Health-Care Specialist's work with Student. Health-Care Specialist shall not read any documents or file materials pertaining to any student except Student, and shall keep confidential any information, including, but not limited to, personally identifying information Health-Care Specialist learns or hears regarding any other student in the District.

1.11 The Health Insurance Portability Accountability Act's ("HIPAA") Privacy Rule requires covered entities to protect individuals' health records and personal health information. The District is not a HIPAA-covered entity and is not subject to HIPAA's privacy requirements. Therefore, if Parents have questions regarding privacy protections related to Student's medical treatment, those questions should be directed to the Health-Care Specialist.

1.12 Health-Care Specialist is responsible for providing a substitute health-care specialist for Student if Health-Care Specialist is unable to provide regularly scheduled treatment to Student on any given day. The Parties understand and agree that the District is not responsible for providing personnel to provide Student's treatment.

1.13 Parents understand and agree that the treatment performed by the Health-Care Specialist for the benefit of Student is being provided and arranged at Parents' direction and at Parents' request. If this Agreement is terminated in accordance with Paragraph 3.0 below, then as soon as reasonably practical, the District and Parents will reconvene the IEP or 504 team to consider Student's then-current need for "related services," and the District shall assign qualified District personnel, as deemed necessary by the District.

1.14 The Parties understand and agree that the provision of treatment set forth herein is based on Student's needs at the time this Agreement is executed.

If the Health-Care Specialist delivers services that interfere with the student's access to instruction, activities, special education or related services, or access to general education peers offered by a Student's health care plan, IEP, or 504 Plan at the time of such interference, the Parties agree that the District does not owe compensatory education for the instruction, activities, special education or related services, or access to general education peers that Student may miss due to such interference. The Parties further agree that nothing in this Agreement changes the District's obligation to conduct evaluations and timely review and update the health care plan, IEP, or 504 Plan, as applicable, in place for Student.

1.15 The Parties understand and agree that the Health-Care Specialist will not use physical restraint on school grounds unless school staff request support, an emergency exists, the restraint is administered with extreme caution, and only after the failure of less restrictive alternatives or a determination that such alternatives would be inappropriate or ineffective under the circumstances. An emergency means serious, probable, imminent threat of bodily injury to self or others with the present ability to effect such bodily injury. Emergency includes situations in which the student creates such a threat by abusing or destroying property. However, if property damage might be involved, restraint or seclusion may only be used when the destruction of property could possibly result in bodily harm to the individual or another person. In the event of an emergency, school staff shall first respond. If additional support is required, school staff will request support from the Health-Care Specialist. Health-Care Specialist shall not use physical restraint unless assistance is requested by school staff.

1.16 During any time that Health-Care Specialist is on District premises, Health-Care Specialist shall be subject to all applicable provisions of state and federal law and School District policies and shall at all such times be subject to the authority of the School administrators, including, but not limited to, the authority of the building principal to require Health-Care Specialist to immediately leave the School premises upon request. Permission for Health-Care Specialist to administer treatment to Student on District property may be limited or revoked if the Health-Care Specialist violates this Agreement, Board Policy and accompanying regulation JLCDC – Authorizing Private Health Care Specialists to Provide Medically Necessary Treatment in School Settings, or demonstrates an inability to responsibly follow the parameters established by the District. The decision to revoke Health-Care Specialist's access to the District's property is solely that of the District.

2.0 INSURANCE/INDEMNITY/WAIVER AND RELEASE OF CLAIMS

2.1 The District will not exercise supervisory control over the content or nature of the Health-Care Specialist's administration of treatment to Student. However, if requested, the Health-Care Specialist is required to provide the District an explanation of the form and frequency of such services in order for the District to coordinate the provision of treatment with classroom and school activities. No act by the District shall be construed as instructing or supervising the Health-Care Specialist.

2.2 Parents and Health-Care Specialist shall indemnify, defend, and hold harmless the District and its officers, employees, representatives, and agents against any and all claims, demands, damages, liability and liability insurance, workers' compensation and unemployment benefits, salary, wages, tax claims, and court awards, including but not limited to costs, expenses, and attorney's fees, incurred as a result of any claim, act, or omission by the Health-Care Specialist relating to the provision of treatment to Student.

2.3 Health-Care Specialist shall maintain in force at all times this Agreement is in effect General Liability, Automobile Liability, and Professional Liability insurance, including insurance for sexual misconduct, of limits of at least $1,000,000 per occurrence $3,000,000 aggregate. The insurance held by the Health-Care Specialist shall provide coverage for any occurrence arising from any acts or omissions by Health-Care Specialist in providing treatment on District grounds, District vehicles, or at District activities or events. The General Liability and Automobile Liability policies must name the District as an additional insured party. Health-Care Specialist will provide the District a copy of a certificate of insurance indicating these insurance conditions within ten (10) days of the signing of this Agreement and prior to providing any treatment to Student.

2.4 Health-Care Specialist must submit to and cooperate with a background check, which may include fingerprinting. The District is not responsible for any costs associated with the background check.

2.5 The Health-Care Specialist must be appropriately supervised by their employing agency in compliance with industry standards.

2.6 Health-Care Specialist must provide evidence satisfactory to the District's Representative that Health-Care Specialist has all required certificates or licenses as required by the State of Colorado relating to the provision of treatment for Student.

2.7 While incidents of harm to staff and other adults are unusual, Health-Care Specialist acknowledges that when in close proximity to Student, other students, staff, and other members of the public on school grounds, there is an inherent risk of harm, both known and unknown. These risks may

result in personal injury, illness, psychological injury, or other serious permanent physical impairments and even death, as well as minor or catastrophic property damage. A complete listing of inherent and other risks is not possible. There are also risks that cannot be anticipated. In consideration of the permission granted above, and as an express inducement therefor, Health-Care Specialist expressly assumes these risks, costs, dangers, and hazards, and waives any and all claims and demands for relief, regardless of the legal or factual bases, that could be asserted in a court of law or in any other forum or manner whatsoever, based upon, related to, or concerning any harm suffered in the course of providing treatment to Student, and does expressly release and discharge the District, its Board members, agents and employees, past, present, and future, from and against any and all such claims and demands regardless when or by whom asserted.

2.8 Parents release, hold harmless, and forever discharge the District, its Board members, officers, agents, employees, and representatives ("Released Parties") from any and all manner of claims, demands, damages, attorney's fees, costs, expenses, actions, causes of actions, or suits, whether known or unknown, including without limitation, claims which Parents or Student may now have or will have relating to the provision of services by the Health-Care Specialist. Such claims include, but are not limited to, claims under the IDEA or Section 504 and claims for damages arising from the provision of treatment or for reimbursement of treatment costs. Parents agree not to institute any suit or action at law or in equity against the Released Parties in any federal, state, or local court, agency, or other tribunal based on the Student's receipt of treatment on District grounds, in District vehicles, or at District activities or events.

3.0 TERM AND TERMINATION

3.1 The terms of this Agreement shall apply through June 30 of the current school year unless terminated earlier by any party.

3.2 The District may withdraw its consent to allow the Health-Care Specialist to provide services to Student on District grounds, in District vehicles, or at District activities or events at any time and for any reason deemed sufficient by the District. If circumstances permit, should the District withdraw its consent, it will provide Parents and Health-Care Specialist written notice ten (10) days prior to the effective date of the withdrawal of consent. The District will not unreasonably withdraw its consent.

4.0 MISCELLANEOUS

4.1 This Agreement is the entire agreement between the Parties and may be changed or modified only by written agreement of the Parties. All

previous written or oral understandings and agreements by the Parties are superseded by this Agreement.

4.2 This Agreement shall be construed under the laws of the State of Colorado.

4.3 If any of the terms of this Agreement are in conflict with any rule of law or statutory provision, then those terms shall be deemed inoperative and null and void to the extent of that conflict, but the remaining provisions of this Agreement shall remain in full force and effect.

4.4 No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits and protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*.

4.5 The Parties enter this Agreement voluntarily. Each party acknowledges that it has the right to seek legal counsel before executing this Agreement. Further, each person signing below on behalf of a party asserts that they are appropriately authorized to make the agreements memorialized herein and to execute this Agreement.

Signed by the Parties as of the date set forth beside their signatures.

For Parents:

_____ Date:_____
Signature

_____
Name

_____ Date:_____
Signature

_____
Name

For Health-Care Specialist:

_____ Date:_____
Signature

_____
Name

For Morgan County School District RE-3:

_____ Date:_____
Signature

_____
Name

Exhibit A

MEDICALLY NECESSARY TREATMENT PLAN
2025–2026 School Year

Student Name: _____

Student ID # and Date of Birth:_____

Name and contact information for Health-Care Specialist who will provide proposed treatment on School District property:

Treatment plan to be provided on School District property:

Goal(s) for treatment to be provided:

Location:

Schedule:

Date for review of treatment plan and goal(s): _____ (need to meet a minimum of once/semester)

School Administrator	Signature	Date
Parent/Guardian Name	Signature	Date
Health-Care Specialist	Signature	Date

Exhibit B

Family Educational Rights and Privacy Act ("FERPA") and Health Insurance Portability and Accountability Act ("HIPAA") Release of Information

_____ _____

Student Name Date of Birth

I authorize the following provider(s) to use and/or disclose educational and/or protected health information regarding my child:

Name, address, contact information of Healthcare Provider authorized to: (Check all that apply)	**Name, address, and contact information of District authorized to: (Check all that apply)**
☐ Send/disclose protected health information ☐ Receive/use educational information	☐ Send/disclose educational information ☐ Receive/use protected health information
_____	_____
_____	_____
_____	_____
_____	_____

I understand that this information will be used for the following purposes (check all that apply):

- ☐ Educational Planning
- ☐ Coordination of Services
- ☐ Developing an individualized health plan
- ☐ Treatment
- ☐ Other (specify): _____

By marking the boxes below, I authorize the use/disclosure of the following specific medical and/or educational records:

Education:
- ☐ School Grades
- ☐ School Attendance
- ☐ School Behavior Reports
- ☐ IEP/504(s)
- ☐ IEP/504 Evaluation(s)

Medical:
- ☐ Treatment History
- ☐ Evaluations
- ☐ Prescriptions
- ☐ Immunizations
- ☐ Mental Health Assessments
- ☐ Mental Health Diagnosis
- ☐ Entire Medical Record
- ☐ Other (specify): _____

I understand that:

- No agency may condition treatment, payment, enrollment, or eligibility for benefits on my signing of this authorization.
- My child's records are protected under Federal and State regulations governing confidentiality, including 42 C.F.R. Part 2, HIPAA, and FERPA, and cannot be released without my written consent unless otherwise provided for in the regulations.
- Information released under this authorization may be subject to redisclosures that do not fall under HIPAA or FERPA.
- Signature of the child is required if the child consented for their own medical or substance abuse care and information is requested regarding this care. 45 C.F.R. § 164.502(g)(3).
- This consent can be revoked at any time by written notice to the School District/BOCES, except to the extent that action has already been taken to comply with it. This consent will expire on/no later than one year from the date signed or upon _____ (DATE), whichever is less.

I acknowledge that:

- I have been informed of my rights to refuse to sign this form, and that I am entitled to receive a copy of the signed form.

CONSENT TO RELEASE:

By my signature, I consent to the release of information contained on this form for use by the requesting educational and healthcare agencies.

_____ _____
Parent/Legal Guardian Signature Date

_____
Parent/Legal Guardian Printed Name

_____ _____
Student's Signature (if required) Date

_____
Student's Name (if required)

REVOCATION OF CONSENT:

I hereby revoke this consent to Release/Authorization for information.

_____ _____
Parent/Legal Guardian Signature Date

_____
Parent/Legal Guardian Printed Name

_____ _____
Student's Signature (if required) Date

_____
Student's Name (if required)