

AGREEMENT FOR PRIVATE DUTY NURSING SERVICES

School Year: 20\_\_ to 20\_\_

**A. Identification of the Parties****Parent(s)/Legal Guardian(s):**

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

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

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

Daytime Phone: \_\_\_\_\_

**Student:**

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

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

Birth Date: \_\_\_\_\_

Grade Level: \_\_\_\_\_

**School:**

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

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

Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

**B. Acknowledgments:** The above Student has a medical condition that requires individual attention during the school day, consistent with physician's orders, the Student's Individualized Health Plan ("IHP") and/or, as may be applicable, the Student's Individualized Education Plan ("IEP"). The Parent(s)/Legal Guardian(s) has(have) requested, and the School is willing to permit, the presence of the private duty nurse ("PDN") identified below to be present with the Student on School premises during the school day in order to attend to the Student's medical needs, subject to the terms set forth below, which are hereby agreed to between the Parent(s)/Legal Guardian(s) and the School.

**C. Identification of Private Duty Nurse and Employer/Agency of Private Duty Nurse**

PDN Name: \_\_\_\_\_

Employer/Agency: \_\_\_\_\_

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

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

Phone/Pager: \_\_\_\_\_

Phone: \_\_\_\_\_

Indiana Nursing License No.: \_\_\_\_\_

Contact/Supervisor: \_\_\_\_\_

**D. Conditions and Agreements:** Each Parent/Legal Guardian, for himself/herself and on behalf of the above Student, acknowledges and agrees, and the School acknowledges and agrees, to the following:

1. The PDN may provide medical care to the Student on School premises during instructional hours subject to and in accordance with the orders of the Student's physician and, to the extent applicable, the Student's IEP and IHP as developed by the School. The physician's orders and the IEP and IHP will govern the provision of medical care to the Student while on School premises. All parties agree and acknowledge that should any term or condition of the physician's orders, the IEP or the IHP conflict, the IHP will be deemed to be controlling authority of the provision of professional nursing services within the educational setting. The School is hereby authorized to provide copies of and/or share information concerning the Student's IEP and IHP with the PDN and his/her Employer/Agency as necessary in furtherance of this Agreement.

2. The Parent/Legal Guardian will keep the School advised of the Student's medical needs and any modifications to the Student's medical needs at all times.
3. As a condition of permitting the PDN to attend the Student on School premises: a) the Parent/Legal Guardian agrees that an authorized representative of the School may discuss the Student's medical needs, care and treatment directly with the PDN, his/her Employer/Agency, and/or the Student's physician, as applicable, as the School deems necessary from time to time; and b) upon request from time to time, as necessary to this agreement, the Parent/Legal Guardian will execute a "Consent to Release of Medical Information" in the form attached hereto as "Exhibit A" to authorize the PDN, the Employer/Agency and/or physician, as applicable, to release medical information to and/or discuss the Student's medical needs, care and treatment with the School.
4. As a condition of permitting the PDN to attend to the Student on School premises, the PDN and his/her Employer/Agency must execute a PDN Services Agreement in the form attached hereto as "Exhibit B." The PDN will not be permitted to come on School premises and attend to the Student until the executed PDN Services Agreement has been received by the School.
5. While on School premises, the PDN is subject to compliance with all applicable School standards, policies and procedures, including without limitation behavioral and dress code standards, alcohol, tobacco and drug use policies, and discrimination, harassment, abuse, weapons policies, and criminal background checks. The School reserves the right, at any time and without prior notice, to refuse to permit the PDN to come onto School premises, or to remove the PDN from School premises, in the event of a violation of such policies and procedures, or any violation of the conditions of this Agreement or the PDN Services Agreement by the PDN or the Employer/Agency of the PDN.
6. The PDN is authorized and will be permitted to provide professional services relating to the Student's medical needs only. The PDN is not authorized to and may not provide services relating to any other student or person other than the Student. The PDN is not authorized to and may not assist with educational activities of the Student or any other student or person. The School has the exclusive authority to determine those activities that are educational in nature.
7. Any equipment or supplies needed by the PDN to attend to the medical needs of the Student must be furnished by the Parent(s)/Legal Guardian(s), the PDN and/or the PDN's Employer/Agency. The School is not responsible for furnishing such items, nor is the School responsible for payment of the costs of obtaining and/or furnishing such items.
8. The Parent(s)/Legal Guardian(s) or other third party payor (including without limitation Medicaid) is(are) responsible for payment of any fees or charges related to the professional services provided by the PDN in attending to the medical needs of the Student, including without limitation while on School premises. The School is not responsible for the payment of any such fees or charges.
9. In the event of a medical emergency, the School is authorized to arrange for medical treatment for the Student, including without limitation through emergency responders, in accordance with applicable School policies. The School will make a reasonable effort to notify the Parent(s)/Legal Guardian(s). The Parent(s)/Legal Guardian(s) or other third party payor (including without limitation Medicaid) is(are) liable for payment of any and all charges for such medical treatment; the School is not responsible for payment of such charges.

10. The PDN is not an employee of the School and is not acting on behalf of the School in providing professional services related to this Agreement. The School is not liable for any actions taken or not taken by the PDN at any time and the School is hereby released from any claims, demands, suits or liability for any costs, expenses, medical bills, claims, damages and/or liability for any personal injury or property damage resulting or arising from acts or omissions of the PDN. (PTS is to receive a Certification of Insurance.)
11. This Agreement is subject to compliance with applicable School policies, procedures and/or guidelines pertaining to private duty nurses and the Parent/Legal Guardian agrees to comply with such policies, procedures and/or guidelines.

#### **E. Term and Termination**

1. This Agreement will be in effect during the school year identified above, commencing on the later of the first day classes are held during such school year or the date this Agreement is last signed by all parties hereto; and expiring on the last day classes are held during such school year.
2. The Parent(s)/Legal Guardian(s) may terminate this Agreement at any time upon written notice to the School, delivered to the above-identified contact for the School.
3. The School may terminate this Agreement at any time upon written notice to the Parent(s)/Legal Guardian(s) in the event of the following:
  - a. Failure to deliver to the School the signed PDN Services Agreement referenced in paragraph D(4) above, or termination of the PDN Services Agreement for any reason.
  - b. Failure to deliver to the School a signed Consent to Release of Medical Information as requested pursuant to paragraph D(3) above, or termination or revocation of any such Consent for any reason.
  - c. Any violation by the PDN of applicable School policies and procedures, or any violation of the conditions of this Agreement or the PDN Services Agreement by the PDN or the Employer/Agency of the PDN.
  - d. Any breach or violation of any condition or provision of this Agreement by the Parent(s)/Legal Guardian(s).

**F. Miscellaneous:** This Agreement constitutes the full understanding of the parties and supersedes any prior or concurrent oral or written agreement relating to the subject matter of this Agreement. Neither party has relied upon any representation or statement of the other except as stated herein. This Agreement may not be amended or modified except in a writing signed by all parties. This Agreement is governed by and shall be interpreted in accordance with Indiana law. If any part of this Agreement is held void or unenforceable, such part shall be treated as severable, and the remainder of the Agreement shall nonetheless remain valid and enforceable. Further, any failure by either party to enforce or require strict keeping of any of the terms or conditions of this Agreement by the other party shall not constitute a waiver of any breach of the Agreement by the other party nor impair any rights or remedies of such party related thereto.

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IN WITNESS WHEREOF, the parties have entered this Agreement as of the date last signed by all parties below.

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

\_\_\_\_\_  
**Signature of Authorized School Representative**                      **Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

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

\_\_\_\_\_  
**Printed Name**