

**Waiver for the Provision of Medically Necessary Treatment
on District Property**

I, _____ (“Parents/Guardians”), on behalf of my student, _____
_____ (“Student”), sign the following waiver and agree to comply with the
requirements listed below to permit the provision of medically necessary treatment, as defined
in Board Policy JLCM, referred to as “Services”, on Cherry Creek School District (“District”)
property during the School Day.

This waiver is to permit the delivery of Services on District premises during the school day
by a Private Health Care Specialist _____ (“Provider”), pursuant to Board
Policy JLCM.

The Provider is required to be a health care provider who is licensed, certified, or
otherwise authorized to provide health care services in Colorado.

Parents/Guardians will provide a copy of the Student’s prescription and/or orders from a
Qualified Health Care Provider of the medically necessary treatment, including the name of the
Qualified Health Care Provider, the Provider providing the medically necessary treatment, and
describing in detail the proposed treatment plan during the school day.

Parents/Guardians agree to meet with the Provider, school staff, including but not limited
to a building administrator, the Student’s case manager, and the school nurse to develop a
written plan articulating when, how, and where the Services will be delivered during the school
day on District premises. The plan must ensure that the delivery of medically necessary treatment
does not interfere with any educational or related services required by the Student’s
Individualized Education Plan (“IEP”). If necessary, the plan should also include a process for the
Provider to observe the student in the school setting without interfering with educational
operations and a process for collaborating with instructional personnel.

Parents/Guardians agree to sign all releases of information requested by the District for
Provider to share information with the District for any Services provided.

Provider must sign a separate Agreement with the District prior to the provision of any
Services on District property. The District reserves the right to terminate the Services or restrict
the Provider from District property for any reason, including the violation of District policies,
termination of Services by the Parent/Guardian, or failure to abide by the terms of the Agreement
between the Provider and District. District is not responsible for any costs or responsibilities
between the Parent and the Provider. This Agreement and any agreement between the District
and Provider do not create any right or cause of action on behalf of Parents/Guardians.

Parent agrees to waive liability of any and all claims against the District for any negligence,
intentional conduct, malpractice, or other misconduct on the part of the Provider, including

claims arising from the conduct of the Provider under the Claire Davis School Safety Act, C.R. S. § 24-10-106.3, and C.R.S. § 13-20-1201 et. seq., Actions for Sexual Misconduct Against Minors.

Parents/Guardians agree to waive any claims for a Free Appropriate Public Education under the Individuals with Disabilities Act ("IDEA") to the extent that the rendering of services by the Provider interferes or restricts any required educational or related services under the Student's current IEP.

Parent/Guardian

Date

Parent/Guardian

Date