

Board Information Item

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07/27/2026

Subject: Consider and Act on the Agreement for the Continued Operation of a School-Based Health Clinic Between Tarrant County Hospital District, d/b/a JPS Health Network and Grapevine-Colleyville Independent School District

Contact Person: Paula Barbaroux, Chief Operations Officer
Kelly Mires, Chief Human Resources Officer
Samantha Howard, Director of Health Services

Policy/Code: Texas Health & Safety Code § 281.0465

Priority and Performance Objective: Priority 1: Student Achievement and Post Secondary Preparedness
Objective 1.1: Academic Growth and Development
Objective 1.3: Safety and Well-Being

Priority 3: Parents, Families and Community Satisfaction and Engagement
Objective 3.1: Parents and Families Satisfaction and Engagement
Objective 3.3: Corporate and Business Based Partnerships

Priority 4: Strong Financial Stewardship and Internal System Efficiency
Objective 4.1: Transparent Financial Stewardship
Objective 4.2: Effective and Efficient District Operations

Summary: Since 2018, GCISD and the Tarrant County Hospital District, d/b/a JPS Health Network (“TCHD”), have partnered to provide a school-based health clinic and health services to GCISD families. Eligible children must reside within the boundaries of GCISD or attend a GCISD school. The clinic is located in a building on the

Timberline Elementary School property. The District provides the building space, custodial services, utilities, and standard maintenance of the facility. The TCHD provides the examination room furnishings, examination room equipment, including, but not limited to office equipment, computers, fax machines, and other similar office equipment, Internet access, and all medical equipment, medical supplies, medications, and the staff.

Like the proposed Agreement, each prior agreement was for three years. The most recent agreement expired in April 2026. The TCHD desires to continue providing health services to GCISD families in furtherance of its statutory obligation. Through a review of data, the District's health services director finds that the clinic supports families in need and significantly helps them obtain general physicals, sports physicals, treatment of minor illnesses and injuries, monitoring of chronic conditions, testing and treatment of communicable diseases, etc. both to prepare students for school and avoid, treat, or manage illnesses to keep them in school.

Clinic Patients are eligible children who are 25 years old or younger and reside within the boundaries of GCISD or attend a GCISD school. Fees for the services provided by the JPS Health Care Team will be charged to the clinic patients and/or their respective parents according to the then-current applicable TCHD policies, as amended or revised from time to time. GCISD is not responsible for payment or collecting fees.

The Agreement may be terminated at any time by either Party upon sixty (60) days' written notice to the other Party in accordance with the notice provision. The Agreement also contains a specific termination clause related to fiscal funding. "If for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, any such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget."

Attachments:

Proposed Agreement for the Operation of a School-Based Health Clinic by the Tarrant County Hospital District, d/b/a JPS Health Network in the building on the Timberline Elementary School property

Recommendation: | The recommendation is for the Board of Trustees to approve the Agreement with the Tarrant County Hospital District, d/b/a JPS Health Network for the Operation of a School-Based Health Clinic in the building on the Timberline Elementary School property.

AGREEMENT FOR OPERATION OF SCHOOL-BASED HEALTH CENTER

This Agreement for the Operation of School Based Health Center (“**Agreement**”) is made effective the 17th day of April, 2026 (“**Effective Date**”), and entered into by and between the Tarrant County Hospital District, d/b/a JPS Health Network (“**TCHD**”) and Grapevine-Colleyville Independent School District (“**GCISD**”), each a unit of local government located in Tarrant County, Texas. Each of TCHD and GCISD may be referred to individually as a “**Party**” to this Agreement and they may be referred to collectively as the “**Parties**” to this Agreement.

RECITALS

WHEREAS, TCHD, in furtherance of its statutory obligation to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health care delivery system providing health care services throughout Tarrant County, Texas; and

WHEREAS, GCISD is a Texas public school district and wishes to establish a School-Based Health Center (as defined herein) at one or more of its school campuses; and

WHEREAS, in accordance with Texas Health & Safety Code § 281.0465, a hospital district may contract with a school district included in the hospital district to provide nursing services and assistance to employees or students of the school district; and

WHEREAS, it is the Parties’ intention to mutually establish and maintain a quality school-based health center program to benefit the citizens of Tarrant County, Texas and the Eligible Children (as defined herein);

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, TCHD and GCISD do agree as follows:

1. DEFINITIONS:

- (a) **Clinic Patients** shall mean any Eligible Child (as defined herein) who seeks services through a School-Based Health Center.
- (b) **Eligible Child** shall mean an individual who is 25 years old or younger and: (1) resides within the boundaries of GCISD or (2) attends a GCISD school.
- (c) **Family Planning Services** includes, without limitation, the following services: abstinence education, birth control, treatment of sexually transmitted diseases and gender-specific general health issues. Family Planning Services provided to a Clinic Patient shall be conducted and delivered in accordance with applicable provisions of the Texas Family Code and the Texas Education Code.
- (d) **FERPA** shall mean the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the regulations promulgated thereunder, as amended.

- (e) **GCISD School Nurses** shall mean persons duly authorized and licensed to practice nursing in the State of Texas employed as school nurses by GCISD.
- (f) **Health Care Team** shall mean the staff/personnel (as determined in TCHD's sole discretion) providing services at the School-Based Health Center(s) which may be comprised of: a supervising physician, a Mid-level provider (Nurse Practitioner or Physician Assistant), Licensed Vocational Nurse and/or a registration representative. Decisions regarding SBHC (defined herein) staffing levels and adjustments to SBHC staffing configurations shall be determined at the sole discretion of TCHD.
- (g) **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d)) and the regulations promulgated thereunder, as amended.
- (h) **The Joint Commission** shall mean the independent, not-for-profit organization that accredits and certifies health care organizations and programs in the United States. Joint Commission standards are located at www.jointcommission.org.
- (i) **Laboratory Testing** shall, at the sole discretion of the Health Care Team, mean and include, but not be limited to: (i) onsite testing for communicable diseases such as strep throat, influenza, tuberculosis, socially transmitted diseases and other communicable diseases; (ii) onsite diagnostic testing such as hemoglobin, urinalysis, glucose, and pregnancy screening; and (iii) collection of blood, urine and other bodily fluid specimens for offsite testing.
- (j) **Protected Health Information** or **PHI** shall mean health information, including demographic information collected from an individual, that: (i) is created or received by a health care provider, health plan, employer, or health care clearing house, (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, (iii) identifies the individual or can reasonably be used to identify the individual, and (iv) is transmitted or maintained in any form or medium.
- (k) **School-Based Health Center** or **SBHC** shall mean the health center(s) located at one or more GCISD campuses established pursuant to this Agreement.
- (l) **Student Education Records** shall mean the Clinic Patients' confidential student education records as that term is defined and utilized in FERPA and the regulations promulgated thereunder, as amended.
- (m) The **Term** of the Agreement shall begin on the Effective Date and continue for a period of three (3) years, subject to the provisions of Section 7 herein.

2. CLINICAL SERVICES AND HEALTH CARE TEAM. TCHD will provide a Health Care Team at each SBHC for the provision of clinical services to Clinic Patients. The clinical services to be provided by the Health Care Team, at TCHD's sole discretion, and under the direction of a supervising physician (who, at TCHD's sole discretion, may or may not be onsite), may include, without limitation the following: general physicals, sports physicals, treatment of minor illnesses and injuries, monitoring of chronic conditions, testing and treatment of communicable diseases

such as strep throat, influenza, tuberculosis, socially transmitted diseases and other communicable diseases, Family Planning Services, and Laboratory Testing (all based upon the Health Care Team's assessment of each Clinic Patient's condition). The Health Care Team shall confer with and direct the GCISD School Nurses regarding appropriate triage, referral and follow-up with respect to the Health Care Team's prescribed treatments to the Clinic Patients. With respect to Clinic Patients requiring services offered by other Tarrant County agencies, the Health Care Team has the discretion to refer such Clinic Patients to such other Tarrant County agencies, as and when, in its sole discretion, it deems appropriate and necessary. Individualized education regarding a Clinic Patient's healthcare and treatment may be provided as the Clinic Patient's educational needs are identified by the Health Care Team. Services to dependent minors related to family-life responsibilities such as counseling about teenage growth and development, personal responsibility and decision-making will be provided with parental consent. Family Planning Services will only be provided to students who have made a request for such services and who have completed all necessary consent forms and other documentation required by law, TCHD, and/or GCISD. Family Planning Services shall be conducted in accordance with the applicable provisions of the Texas Family Code and the Texas Education Code. The SBHC will not present abortion as a family planning option.

3. HOURS OF SERVICE. The proposed hours of service for each SBHC shall be set by TCHD based upon TCHD's assessment of the utilization of the SBHC. Clinic Patients may seek services at other TCHD health care facilities during clinic closings. After hours emergencies will be referred to the appropriate TCHD or other health care facility or provider.

4. FEES FOR SERVICES. Fees for the services rendered by the Health Care Team will be charged to the Clinic Patients and/or their respective parents according to the then-current applicable TCHD policies, as amended or revised from time to time. GCISD shall not be responsible for payment or collection of such fees.

5. LOCATION. The Health Care Team will provide services in the SBHC provided by GCISD at 3050 Timberline Drive, Grapevine, Texas 76051.

6. MAINTENANCE.

(a) **Maintenance and Other Responsibilities of GCISD.** The SBHC space, custodial services, utilities, and other standard maintenance items and responsibilities shall be arranged for, provided, and maintained by GCISD as it does for its other non-school facilities. This Agreement shall not require GCISD to fund or provide more than is budgeted in its standard operating budget. GCISD shall maintain this space in compliance with applicable Joint Commission standards.

(b) **Maintenance and Other Responsibilities of TCHD.** Examination room furnishings, examination room equipment, including, but not limited to office equipment, computers, fax machines, and other similar office equipment, Internet access, and all medical equipment, medical supplies, and medications, shall be arranged for, provided by, and maintained by TCHD.

(c) **Maintenance Dispute Resolution.** In the event of a dispute between the Parties regarding the Parties' respective maintenance responsibilities, the Parties agree to confer and to negotiate in good faith to reach an amicable solution agreeable to both Parties.

7. TERMINATION. This Agreement may be terminated at any time by either Party hereto upon sixty (60) days' written notice to the other Party in accordance with the notice provision of Section 20 herein.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement between TCHD and GCISD relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the Parties regarding the subject matter hereof.

9. FISCAL FUNDING. The Parties acknowledge and agree that TCHD and GCISD are each governmental entities, subject to annual budgetary processes, and restrictions on spending in conformity with those processes, approved budgets, and applicable law. The Parties further agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, any such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written Notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures

10. GOVERNING LAW/VENUE. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. Additionally, the venue of any dispute resolution proceeding shall be in Fort Worth, Tarrant County, Texas.

11. DISPUTE RESOLUTION. Each Party agrees to follow the rules and regulations of its own organization. In the event of a conflict between these rules and regulations, administrative representatives of both entities shall discuss the issue and seek a solution that is mutually beneficial, if determined feasible by the Parties.

12. HIPAA COMPLIANCE. To the extent required by the provisions of HIPAA and the regulations promulgated thereunder, GCISD, its officers, employees and representatives shall keep confidential and appropriately safeguard PHI made available to or obtained by GCISD, its officers, employees and representatives pursuant to this Agreement regarding Clinic Patients, and shall comply with all federal and state laws, rules and regulations pertaining to patient confidentiality and the use and disclosure of Information regarding Clinic Patients. Without limiting the

obligations of GCISD otherwise set forth in this Agreement or imposed by applicable law, GCISD agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity GCISD performs in connection with this Agreement, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d)) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH Act**”). The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the Standards for Privacy of Individually Identifiable Health Information and the Health Insurance Reform: Security Standards published by the U.S. Department of Health and Human Services at 45 C.F.R. parts 160 and 164 under HIPAA, as amended, and as may be applicable to the services rendered by Business Associate to the Covered Entity. Specifically, GCISD shall:

- (a) not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- (b) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the TCHD and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;
- (c) report to TCHD any use or disclosure of PHI not provided for by this Agreement, and report any security incident, of which GCISD becomes aware;
- (d) make PHI available to TCHD in accordance with applicable law;
- (e) permit TCHD to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;
- (f) make available to TCHD the information in its possession required to provide an accounting of GCISD’s disclosures of PHI as required by applicable law;
- (g) make GCISD’s internal practices, books, and records relating to the use and disclosure of PHI received from TCHD available to the Secretary of the United States Health & Human Services for purposes of determining TCHD’s compliance with applicable law; and
- (h) upon expiration or termination of this Agreement, return to TCHD or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, GCISD agrees to extend all protections contained in this Agreement to GCISD’s use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

GCISD agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

13. FERPA COMPLIANCE. The Parties acknowledge that certain information about the Clinic Patients is contained in student education records (“**FERPA Records**”) maintained by the Parties and that the FERPA Records are confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) and related GCISD Board of Trustees Policy (“**GCISD Board Policy**”) and shall not be disclosed to any unauthorized person unless valid consent is

obtained from the Clinic Patients or their legal guardians. Both Parties agree to protect these records in accordance with FERPA and GCISD Board Policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities. GCISD shall advise TCHD whenever any Clinic Patient has provided consent to release information to an extent broader than as provided for by FERPA or GCISD Board Policy. Additionally, TCHD agrees that it may from time to time create, receive from or on behalf of GCISD, or have access to such FERPA Records. TCHD represents, warrants, and agrees that, to the extent TCHD receives or has access to such FERPA Records, it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by GCISD, and/or the Clinic Patients or their legal guardians in writing; (2) safeguard the FERPA Records according to FERPA and the commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which TCHD protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of GCISD TCHD agrees to provide GCISD with a written summary of the procedures TCHD uses to safeguard the FERPA Records.

14. BINDING AGREEMENT. The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The Individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.

15. FORCE MAJEURE. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, pandemic or epidemic, shortages of suitable supplies or materials, or any cause beyond the reasonable control of the Parties.

16. TEXAS PUBLIC INFORMATION ACT. The Parties acknowledge that each of them is a governmental body under Chapter 552 of the Texas Government Code (“**Public Information Act**”) and in such capacity each Party acknowledges that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act request. Each Party assumes full responsibility for challenging any request for information it considers confidential under Chapter 552. Each Party agrees to notify the other Party of any Public Information Act request that seeks disclosure of the other Party’s information that may be subject to an exception from disclosure.

17. IMMUNITIES. Nothing in this Agreement, expressed or implied, shall be construed to waive the governmental immunities to which GCISD or the TCHD is entitled. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available to GCISD or the TCHD or create any legal rights or claim on behalf of any third party.

18. HEALTH CARE TEAM. Nothing in this Agreement shall be construed to create any employment relationship between the Health Care Team or otherwise entitle Health Care Team

and/or other TCHD staff to participate in any of the GCISD employee benefit plans. GCISD shall not obtain or maintain any workers' compensation or other type of insurance for or on behalf of Health Care Team or TCHD. TCHD shall comply with all laws, rules and regulations applicable to workers' compensation and shall provide GCISD with a certificate of any workers' compensation insurance that is required by law, and certificates of such other types of insurance as GCISD may reasonably request, in such forms and in such amount as shall be acceptable to GCISD.

19. CONDUCT. TCHD shall ensure that Health Care Team members present at any GCISD facilities shall comply with all policies, regulations, and rules of GCISD, including but not limited to prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property.

20. NOTICES. All notices given by a Party under this Agreement shall be delivered in writing by personal delivery, fax, or by United States mail. All notices under this Agreement shall be deemed given to a Party when received by such Party's designated representative. The designated representative for each Party is as follows:

Attn: Superintendent
Grapevine-Colleyville ISD
3051 Ira E. Woods Avenue
Grapevine, TX 76051
Fax: (817) 251-5200

Tarrant County Hospital District
Attn: Legal Department
1500 S. Main Street
Fort Worth, Texas 76104
Fax: (817) 924-1207

With a copy to:

Leasor Crass, P.C.
Attn: Mike Leasor
302 West Broad Street
Mansfield, TX 76063

21. MODIFICATION. The terms of this Agreement may be modified only by written agreement duly signed by persons authorized to sign agreements on behalf of their respective entity.

IN WITNESS WHEREOF, the Parties execute this Agreement as reflected by the signatures of their duly authorized agents below.

Grapevine-Colleyville Independent School District

Tarrant County Hospital District

By: _____
Ms. Dalia Begin, President GCISD Board

By: _____
Kimberly Hodgkinson, EVP CFO

Date:

Date: