UNT
UNIVERSITY
OF NORTH TEXAS

Department of Community & Professional Programs

Affiliation Agreement

This agreement, effective August 25, 2014 ("Effective Date"), is between the University of North Texas, on behalf of its Department of Community and Professional Programs in the College of Public Affairs and Community Service ("UNT"), located at 1155 Union Circle, #305370, Denton, Texas 76203-5017, and the Texas Juvenile Justice Department, having its principal office at 11209 Metric Boulevard, Building H, Austin, Texas 78758 ("Agency"). The parties are entering into this agreement to establish a supervised practicum experience at McFadden Ranch, located at 3505 N. Haynes Rd, Roanoke, TX 76262, for UNT students in the field of social work (each a "Student").

A. Responsibilities of UNT:

1. A UNT faculty member will be appointed to serve as liaison for the practicum experience and will be available for conferences and consultation as needed during the course of the practicum.

2. UNT will provide an orientation to Agency Field Instructor(s) of program objectives, curriculum information, policies and procedures. Forms and documents will be provided as required.

3. UNT will provide and maintain final evaluation of students' academic status and grade of record.

4. UNT will enforce any rules governing students that are mutually agreed upon by UNT and the Agency.

5. UNT will provide professional liability insurance for each student in the amount of $1,000,000 per incident and $3,000,000 in the aggregate.

B. Responsibilities of the Student:

1. The student is responsible for providing his/her own transportation.

2. The student will adhere to the administrative policies, procedures, and regulations of the Agency.

3. The student will adhere to the appropriate standards of dress and behavior as required by the Agency.

4. The student is at all times responsible for his/her actions. It shall be the responsibility of the student to fulfill Agency requirements at his or her own expense.

C. Responsibilities of the Agency:

1. The Agency agrees to accept students from UNT for training.

2. The Agency is responsible for all client services.

3. The Agency will follow the policies and procedures of the UNT Social Work Program as indicated in the UNT Social Work Field Education Manual, except in the event this agreement conflicts with the UNT Social Work Field Education Manual, in which case, this agreement shall control.

4. The Agency shall assign a qualified individual responsible for the supervision of the student. This individual shall be available to confer with the faculty member responsible for the practicum placement.

5. The Agency shall submit all practicum related paperwork and student evaluations to the UNT faculty member responsible for the practicum placement upon request.

6. The Agency will notify the student of any background check requirements as applicable.

7. The Agency will enforce any rules governing students that are mutually agreed upon by UNT and the Agency.

8. The Agency will take necessary measures to protect student safety (e.g., training in policy and procedures, providing information on conducting home visits, or interacting with difficult clients and handling emergencies).

D. General Provisions:

1. The student shall complete a minimum of 480 hours of supervised training in the Agency.

2. The student shall have several specific and regularly occurring responsibilities within the Agency that are comparable to beginning social work practice.

3. The student will be given the opportunity to work directly with clients under the supervision of Agency staff.

4. The student, the Agency and UNT shall jointly agree on specific objectives to be accomplished during the course of the practicum experience. This shall occur within the first few weeks of the practicum placement.

5. As much as is possible and appropriate, the student will be orientated to the purpose, policies and structure of the Agency and given the opportunity to function at micro, mezzo and macro levels of practice such as participation in client interviewing, assessments, client advocacy, client staffing, Agency staff meetings, report writing, behavioral change techniques, and interventions.

6. Any disclosure of student information by UNT or Agency shall be in accordance with the Family Educational Rights and Privacy Act (FERPA).

7. This Agreement is not intended to create, nor should it be construed to create, any relationship between the parties other than that of independent contractors contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, students, or volunteers shall be construed to be the agent, employee or representative of the other. Any and all joint venture, joint enterprise, or partnership status is expressly denied and the parties expressly state they have not formed either expressly or impliedly a joint venture, joint enterprise, or partnership.

8. This agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. In any legal action arising under this contract, venue will be in Denton County, Texas

9. This agreement shall begin on the Effective Date and shall, unless terminated sooner, continue for a term of 1 year from such date, and thereafter may be renewed from year to year upon mutual written agreement of the parties. Either party has the right to terminate this Agreement upon thirty (30) days written notice to the other party provided that students shall be permitted to finish their current practicum experiences.

10. This Agreement encompasses the complete and entire agreement of the parties. Neither party has made or relied on any representations, stipulations, or agreements other than those expressly contained in this Agreement. No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party, and expressly made a part of this Agreement.

11. Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with the Federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. To the extent they apply, UNT certifies compliance with these Federal requirements for confidentiality [42 USC Section 290dd-2; 42 CFR Part 2] and agrees to comply with said requirements for so long as this contract is in force.

12. UNT agrees that its employees, associates, students, and volunteers providing services under this contract shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services under this contract. This prohibition includes the carrying of a concealed handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. UNT and its employees, associates, students, and volunteers shall be under an affirmative duty to keep weapons out of the possession of Agency youth while performing services under this contract.

13. Fingerprint and Background Checks

a. UNT shall, as directed, provide information regarding Students providing services under this Agreement and personnel access for a criminal background check including, but not limited to, fingerprinting check, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check and drug test. Criminal background checks shall be conducted at Agency's expense through Agency or Agency's contract providers for each of UNT's students, employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers performing services under this contract. Any UNT student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this agreement. No UNT student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker may work under this agreement until the criminal background check is completed and approval is obtained from Agency's Human Resource Department, Manager of Criminal Record Checks.

b. UNT shall notify Agency's Director of Human Resources of any student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with Agency youth and who, to UNT's knowledge, is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall be immediately suspended from working under this agreement unless authorized by Agency's Director of Human Resources.

c. Agency will approve or deny any UNT student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker in accordance with Agency policies and procedures. Agency's designated contact for criminal background checks is the Manager of Criminal Record Checks, 512-490-7670.

14. To the extent not prohibited by the Constitution and the laws of the State of Texas, UNT agrees to be liable for, and hereby does indemnify and hold harmless Agency and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts or omissions on the part of UNT, its students, volunteers, officers, directors, agents, representatives, employees, or visitors which may arise out of or could result from this contract.

15. Confidentiality and Security

a. UNT agrees that all its students, volunteers, and employees providing services under this contract will comply with state and federal law and with Agency policies regarding the confidentiality of student records and identifying information.

b. UNT agrees that all information regarding Agency and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of Agency.

c. UNT's employees who visit any Agency facility will comply with that facility's security regulations.

d. Identifying pictures, appearances, films, or reports of Agency youth may not be disclosed by UNT without the written consent of the youth and, if under age 18, of his or her parents, guardian, or managing conservator.

16. If any part of this contract is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this contract are declared to be severable.

17. In the execution of this Contract, UNT shall comply with all applicable federal, state and local laws, including laws governing labor, equal employment opportunity, safety and environmental protection. UNT shall make itself familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect performance under this Contract.

18. ACCESS TO INFORMATION: UNT is required to make any information created or exchanged with Agency pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to Agency. UNT agrees to provide Agency with this information in a format that is accessible to the public, including but not limited to non-encrypted electronic format, PDF, and HTML.

19. UNT represents and warrants that the individual signing this Contract is authorized to sign this document on behalf of UNT and to bind UNT under this contract.

UNIVERSITY OF NORTH TEXAS

By: _____

Warren Burggren, Provost and

Vice President for Academic Affairs

Date: 12/15/14

THE TEXAS JUVENILE JUSTICE DEPARTMENT

By: _____

David Reilly, Executive Director

Date: 11/20/14

RENEWAL AND EXTENSION TO AFFILIATION AGREEMENT

This Renewal and Extension to the Department of Community and Professional Programs Affiliation Agreement ("Renewal and Extension") is made and entered into by University of North Texas, a Texas institution of higher education ("UNT") and by the Texas Department of Juvenile Justice, ("TJJD").

RECITALS

WHEREAS, UNT and TJJD entered into that certain Affiliation Agreement for a term commencing 8/25/2014.

WHEREAS, UNT and TJJD desire to extend the term of the Affiliation Agreement for an additional 1 year period.

THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Extension of Term. The term of the Affiliation Agreement is hereby extended for an additional 1 year period commencing 8/24/2015, and ending 8/24/2016. [Thereafter, the Affiliation Agreement shall automatically renew for additional terms of one year each, unless either party provides the other party with written notice of a desire not to renew at least 30 days prior to the termination of the then existing term.]

2. Ratification. Except as expressly modified by this instrument, this Renewal and Extension in no way acts as a release or relinquishment of either party's rights or obligations under the Affiliation Agreement, and each party's rights and obligations are hereby renewed, extended, ratified, confirmed, and carried forward in all respects.

3. Entire Agreement. This Renewal and Extension and the Affiliation Agreement as renewed and extended herein, constitute the entire agreement between the parties. No oral statements or prior written statement not specifically incorporated herein shall be of any force and effect. The parties expressly acknowledge that, in entering into and executing this Renewal and Extension, the parties rely solely upon the representations and agreements contained in this Renewal and Extension and no others.

IN WITNESS WHEREOF, the parties have executed this Renewal and Extension to Affiliation Agreement to be effective 8/24/2015.

THE TEXAS JUVENILE JUSTICE DEPARTMENT

By: 8/24/15

UNIVERSITY OF NORTH TEXAS

By: 10/27/15

O. Finley Graves
Provost & Vice President for Academic Affairs