EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

THIS AGREEMENT, effective the 17th day of December, 2014, is between The University of Texas at Arlington, ("University"), a component institution of The University of Texas System, ("System"), and Texas Juvenile Justice Department ("Facility"), a Juvenile Justice state governmental agency having its principal office at 11209 Metric Boulevard, Building H, Austin, Texas 78758.

WHEREAS, Facility operates facilities located at 116 West Burleson Avenue in the City of Mart, State of Texas, and therein provides educational services;

WHEREAS, University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and

WHEREAS, Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions:

1. **Program Agreement:** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.

2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University, and expressly made a part of the Program Agreement.

4. **Responsibility of Facility:** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

(a) comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

(b) permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

(c) appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

1. Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;

2. University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;

3. No person shall act as Facility Liaison without the prior written approval of University;

4. In the event the Facility Liaison approved by University later becomes unacceptable and university so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in paragraph 4 (c).

5. **Responsibilities of University**: University will:

(a) furnish Facility with the names of the students assigned by University to participate in the Program;

(b) assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

(c) designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

6. **Notices**: All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

7. **Oral Representations**: No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. **Merger, Amendment to Agreement**: This Agreement encompasses the complete and entire agreement of the parties. The parties have not 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.

9. **Assignment**: Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

10. **Performance**: A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

11. **Term, Effective Date, and Termination**: This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph ("Term"). After such initial Term, this Agreement may be renewed from year to year upon mutual, written agreement of the parties. Either party may terminate this agreement for any or no reason by giving the other party one hundred eighty (180) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

12. **Applicable Law**: The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

13. **FERPA**. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

14. **Indemnification:** To the extent authorized under the constitution and laws of the State of Texas, University shall indemnify and hold Facility harmless from liability resulting from acts or omissions of University and its employees, students, volunteers, agents, and contractors, within the terms of this Agreement provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.

15. **Federal Requirements for Confidentiality.** 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 federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. To the extent they apply, University 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.

16. **Firearms and Weapons Prohibited.** University employees, associates, students, and volunteers providing services under this contract shall not carry or possess any type of firearm or weapon, including without limitation those 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. University and its employees, associates, students, and volunteers shall be under an affirmative duty to keep weapons out of the possession of Facility youth while performing services under this contract.

17. **Fingerprint and Background Checks**

(a) University shall, as directed, provide information regarding students assigned by University to participate in the Program 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 Facility's expense through Facility or Facility's contract providers for each of University's students, employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers participating in the Program. Any University 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 University 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 Facility's Human Resource Department, Manager of Criminal Record Checks.

(b) University shall notify Facility's Director of Human Resources when it becomes aware of any student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with Facility youth and who 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 Facility's Director of Human Resources.

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

18. **Confidentiality and Security**

(a) University agrees that all its students, volunteers, and employees participating in the Program will be required to comply with state and federal law and with Facility policies regarding the confidentiality of student records and identifying information.

(b) University agrees that all information regarding Facility and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of Facility or as required by law.

(c) University's students, volunteers, and employees who visit any facility will comply with that facility's security regulations.

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

19. **Severability.** If any part of this Agreement 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.

20. **Compliance with Laws.** In the execution of this Contract, University shall comply with all applicable federal, state and local laws, including laws governing labor, equal employment opportunity, safety and environmental protection. University 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.

21. **Access to Information**: University is required to make any information created or exchanged with Facility 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 Facility. University agrees to provide Facility with this information in a format that is accessible to the public, including but not limited to non-encrypted electronic format, PDF, and HTML.

22. **Signature Authority.** The parties represent and warrant that the individuals signing this Agreement are authorized to sign this Agreement on behalf of each individual's respective party and to bind that party under this Agreement.

For Facility:

By: Chelsea B for D. Reilly
David Reilly, Executive Director
Texas Juvenile Justice Department

Date: 3/4/15

For University:

By: Kelly Davis
Kelly Davis, Vice President
The University of Texas at Arlington

Date: 3/19/15

APPROVED AS TO FORM BY

SHELBY L. BOSEMAN
UNIVERSITY ATTORNEY
UNIVERSITY OF TEXAS AT ARLINGTON

Digitally signed by University Attorney
Date: 2015.03.18 15:39:55 -05'00'

SOCIAL WORK PROGRAM AGREEMENT
(Education Experience)

Recitals

A. The University of Texas at Arlington ("University") and Texas Juvenile Justice Department ("Facility") have previously executed an Affiliation Agreement effective on December 17, 2014; and

B. University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's Social Work with educational experience utilizing the personnel, equipment, and facilities of Facility.

Agreement

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

1. **PROGRAM.** Facility Liaison and University Representative will design an educational experience in Social Work ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.

   a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

   b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

   c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

2. **UNIVERSITY OBLIGATIONS.**

   a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.

   b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.

f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

3. FACILITY OBLIGATIONS.

a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.

b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.

c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.

d. Assume sole responsibility for the quality of patient or client care.

e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.

f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

4. GENERAL PROVISIONS.

A. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

B. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective

unless reduced to writing, signed by an authorized representative of each party, and expressly made a part of this Program Agreement.

C. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

D. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

E. The initial Program shall begin on December 17, 2014 and shall continue in effect for a period of one year, ending December 16, 2015, unless terminated sooner by either party. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) days written notice to the other party; otherwise this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

F. The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

G. **Indemnification:** To the extent authorized under the constitution and laws of the State of Texas, University shall indemnify and hold Facility harmless from liability resulting from acts or omissions of University and its employees, students, volunteers, agents, and contractors, within the terms of this Agreement provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.

H. 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 federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. To the extent they apply, University 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.

I. University employees, associates, students, and volunteers participating in the Program under this agreement shall not carry or possess any type of firearm or weapon, including without limitation those 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. University and its employees, associates, students, and

volunteers shall be under an affirmative duty to keep weapons out of the possession of Facility youth while performing services under this contract.

J. Fingerprint and Background Checks

i. University shall, as directed, provide information regarding students assigned by University to participate in the Program 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 Facility's expense through Facility or Facility's contract providers for each of University's students, employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers participating in the Program. Any University 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 University 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 Facility's Human Resource Department, Manager of Criminal Record Checks.

ii. University shall notify Facility's Director of Human Resources when it becomes aware of any student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with Facility youth and who 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 Facility's Director of Human Resources.

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

K. Confidentiality and Security

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ii. University agrees that all information regarding Facility and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of Facility or as required by law.

iii. University's students, volunteers, and employees who visit any facility will comply with that facility's security regulations.

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

L. If any part of this Agreement 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.

M. ACCESS TO INFORMATION: University is required to make any information created or exchanged with Facility 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 Facility. University agrees to provide Facility with this information in a format that is accessible to the public, including but not limited to non-encrypted electronic format, PDF, and HTML.

N. The parties represent and warrant that the individuals signing this Agreement are authorized to sign this document on behalf of each individual's respective party and to bind that party under this contract.

UNIVERSITY:

By: _____

(Name) Kelly Davis, CPA

(Title) VP Bus. Affairs/Controller

Date: 3/19/15

FACILITY:

By: Chelsea Buck for D. Reilly

David Reilly
(Name)

Executive Director, Texas Juvenile Justice Department
(Title)

Date: 3/4/15

APPROVED AS TO FORM BY

SHELBY L. BOSEMAN
UNIVERSITY ATTORNEY
UNIVERSITY OF TEXAS AT ARLINGTON