

PROGRAM AGREEMENT
(Education Experience)

Recitals

- A. The University of Texas Rio Grande Valley (“University”) and Texas Juvenile Justice Department, Evins Regional Juvenile Center (“Facility”) have previously executed an Affiliation Agreement effective on **September 1, 2022, (the Master Agreement)**; and
- B. University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University’s programs within the UTRGV PhD program in Clinical Psychology 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 the Texas Juvenile Justice Department, Evins Regional Juvenile Center Clinical Practicum (“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. Notify the Facility of faculty and curriculum changes.
- d. The Director of Clinical Training will act as a liaison between the Facility, University, and the student, and will provide additional supervision to students placed at the Facility.
- e. The Director of Clinical Training will contact the Facility during each affiliation period to coordinate the students' progress.
- f. The designated student supervisor(s) may be appointed as a non-salaried Clinical Faculty member in accordance with the University's by-laws.
- g. Carry professional liability insurance coverage, proof of which will be available upon request.
- h. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- i. 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.
- j. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.
- k. 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.
- l. Inform all University students of the requirement to [apply](#) for acceptance into the **TJJD Volunteer Program** as an intern at least 30 days prior to beginning the internship with TJJD. Students who are current TJJD employees do not need to complete the volunteer program process.

3. FACILITY OBLIGATIONS.

- a. Prior to selection of students for placement at the Facility by the University, the Facility will inform the University of the available capacity for the number of

students in the Facility for the upcoming semester. The Facility agrees to provide the student access to the various facilities of that institution as appropriate.

- b. Provide each student with a licensed Clinical Supervisor, who is on staff at the Facility, to whom he/she is responsible during the clinical education period. Supervision will be provided within a 4:1 ratio of face-to-face clinical hours to supervision and must include at least one hour of in vivo clinical supervision per semester. (Doctoral students will be supervised additionally by the Director of Clinical Training at the University). The duties of the Clinical Supervisor will include:
 - Demonstrating a concern for the personal and educational development of the student.
 - Providing a planned program for the affiliation established in cooperation with the students' needs and interests.
 - Evaluating the student's needs and interests which includes completion of the Clinical Practicum Evaluation Form at the beginning and end of each semester.
 - Discussing with the Director of Clinical Training the students' progress.
- c. Ensure that students have a trainee status for educational purposes and are not to replace staff members during an affiliation period. Students shall not be utilized for clerical, secretarial, or personal assistant duties.
- d. Have in force malpractice and general liability insurance during student education activity for which a certificate would be available upon request.
- e. Assign appropriate space on Facility premises for offices, lectures, and other non- experience related activities of the Program.
- f. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.
- g. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
- h. Assume sole responsibility for the quality of patient or client care.
- i. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.

- j. 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.
- k. Request withdrawal of a student from the Facility, following consultation with the Director of Clinical Training, the clinical faculty, and student involved in the action.

4. STUDENT OBLIGATIONS.

University shall inform students of the following obligations.

- a. Follow the rules and regulations established by the Facility during his/her clinical affiliation.
- b. Provide his/her own health insurance coverage for the period of the clinical education experience.
- c. Agree to accept the assigned clinical affiliation following consultation with the Director of Clinical Training.
- d. Appeal any decision made by the Facility or the University which will have adverse effects upon him/her to the Director of Clinical Training and the Department Chair at the University.

5. 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 and signed by an authorized representative of each party.
- 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 **September 1, 2023**; and end on **August 31, 2026**. 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.

THE UNIVERSITY OF TEXAS
RIO GRANDE VALLEY:

Texas Juvenile Justice Department:

DocuSigned by:
[Redacted Signature]

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Luis H. Zayas, Ph.D
Provost and Senior Vice President for
Academic Affairs

Date: 12/7/2023

By: [Redacted Signature]

Shandra Carter
Executive Director

Date: 12/20/2023

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[Redacted Signature]

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Dr. Christine Shupala
Associate Vice President for Institutional
Accreditation and Program Development and
Analysis

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0CFB7162811446F...
Dr. Arthur Cantos
Professor and Director of Clinical Training
Department of Psychological Science

Reviewed by UTRGV Legal [Redacted Signature]

UTRGV Contract ID: ACADAFF-PROGRAM-1846-2024