

**EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT
FOR
UTRGV Project MHS ACCESS: Accessing Mental Health Services**

THIS AGREEMENT is between The University of Texas Rio Grande Valley, (“University”), a component institution of The University of Texas System, (“System”), and United Independent School District (UISD) (“Facility”), an Independent School District having its principal office at 201 Lindenwood Dr., Laredo, Webb County, State of Texas. This agreement sets forth the terms and conditions under which Facility shall employ a School Based Mental Health Services Provider (SBMHSP) Intern, from School Psychology, Counseling, and/or Social Work from UTRGV’s Project MHS ACCESS (“Project”) as determined by Facility and University faculty.

Recitals

Facility operates facilities located throughout the UISD boundaries in the City of Laredo, State of Texas, and therein provides school mental health services and school psychological services by appropriately credentialed individuals.

Facility under separate agreement will employ a UTRGV student, as a School Psychology Intern under full time employment (with benefits), while the Counseling and Social Work Interns will be hired as part-time or contract (non-fringe benefits) employees, and University is not a party to that employment agreement.

University provides Internships in School Psychology, Counseling, and Social Work and desires to provide Interns with practical educational experience by utilizing appropriate facilities and personnel of third parties (“Program”).

Facility has committed to providing its SBMHSP Interns with a continuing learning experience and desires to cooperate with University to establish and implement the Project which involves the students and personnel of University and the facilities and personnel of Facility.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that the 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. 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. 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;
- c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:
 - i. Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least 30 calendar days prior to the date the appointment is to become effective.
 - ii. University shall notify Facility of University's approval or disapproval of such person within 10 calendar days after receipt of such notice.
 - iii. No person shall act as Facility Liaison without the prior written approval of University.
 - iv. 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 this paragraph 41.c.
- d. assign an internship supervisor who has appropriate credentials, time, and interest for training the internship student, including
 - i. For Counseling Intern: a "site supervisor" must have a minimum of a master's degree in counseling or closely related field with equivalent qualifications, including appropriate certifications and/or licenses and at least three (3) years' counseling experience.
 - ii. For School Psychology Intern: a "Field-Based Supervisor" must have a license as a Licensed Specialist in School Psychology (LSSP) with at least three (3) years of unsupervised experienced who meets all requirements for supervision set forth by the Texas Behavioral Health Executive Council. Facility will appoint and authorize one of its employees with the appropriate license(s) to agree to serve as a Field-Based Supervisor to supervise a School

Psychology Intern in accordance with the terms of the Field Supervisor Agreement (**Attachment 1** to this agreements).

- iii. For Social Work Intern: The internship supervisor (field instructor) for the BSW student intern must hold a BSW degree from an accredited program with a minimum of 5 years post degree experience. The internship supervisor (field instructor) for an MSW student intern must hold an MSW/MSSW degree from an accredited program with a minimum of 2 years post graduate experience.
- iv. knowledge of the program's expectations, requirements, and evaluation procedures for students;
- v. In the event the internship supervisor later becomes unable or unqualified, Facility will appoint another person in accordance with the procedure outlined in this section;
- e. place the SBMHSP Interns into high-need schools to complete the requirements for each respective degree utilizing the following process: Interns will provide services to students identified through our threat assessment protocols using a priority rubric.
- f. employ an estimated three (3) SBMHSP Interns that will be placed into employment in high-need schools and Facility on an annual basis. The School Psychology Intern will be hired as a full-time employee (with benefits), while the Counseling and Social Work Interns will be hired as part-time or contract (non-fringe benefits) employees. Facility under separate agreement will employ the SBMHSP Interns and University is not a party to those employment agreements;
- g. assume sole responsibility for the quality of the care of Facility students;
- h. cooperate fully with the University in matters related to SBMHSP Intern's academic performance and conduct related to the Program experience;
- i. provide opportunities for the SBMHSP Interns to engage in a variety of direct client contact counseling activities under supervision which will allow the Facility Internship Supervisor to evaluate the Interns' performance (individual counseling, group counseling, family counseling, consultation, tele-mental health as authorized by all applicable law, and/or parent/guardian education);

- j. provide the SBMHSP Interns with adequate workspace and video communications platform and materials to conduct professional activities, and an appropriate system to store confidential records and materials;
- k. provide appropriate supervisory contact, as required by the licensing entities and program requirements for School Psychology, Counseling and/or Social Work on a weekly basis with SBMHSP Interns that involves examination of interns' work, such as using audio/visual recordings, observation, collaboration, and/or live individual or triadic supervision;
- l. provide written midterm and final evaluations of SBMHSP Interns based on criteria established by the University program;
- m. provide the SBMHSP Intern with an orientation for district and campus policies, regulations and guidelines;
- n. collaborate with the Project evaluators to implement the Project and analyze data to determine if the Project is effective.
- o. collaborate with project team to provide support for SBMHSP Interns to administer surveys with K-12 students to measure project outcomes.
- p. work with the Project evaluators to use an evaluation plan, including formative and summative measures, to determine the effectiveness of the proposed Project. The evaluation plan shall align with Project goals, objectives, and outcomes, and to accomplish this alignment, meet with the Project evaluators and Project leadership twice per year to help evaluate data and analyze changes for continuous program improvement; collaborate with the Project evaluator to utilize formative and summative measures to (1) assess whether project team members conducted program activities aligned with the Project plan, (2) make improvements to the Project after each progress report of the grant award, and (3) offer a summary of the project's outcomes.

2. RESPONSIBILITIES OF UNIVERSITY. University will:

- a. assign only those SBMHSP Interns who have satisfactorily completed those portions of University curriculum that are prerequisites to Project participation and confirm, if requested by Facility, those SBMHSP Interns;

- b. furnish Facility with the names of the SBMHSP Counseling and Social Work Interns assigned by University to participate in the Program;
 - 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;
 - d. provide the Facility an academic calendar that shall include start and end dates for periods of field experience prior to placement of the student for SMMHSP Counseling and Social Work Interns;
 - e. provide the Facility with the Ethical Standards for School Psychology, Counseling, and Social Work;
 - f. notify the SBMHSP Interns that they must adhere to the administrative policies, rules, standards, schedules, and practices of the Facility, including all state and federal laws applicable to the Facility;
 - g. ensure the Facility Liaison shall be available for consultation with internship supervisors and SBMHSP Interns and shall be immediately contacted should any problem or change in relation to student, site, or the University occur;
 - h. confirm the University instructor is responsible for the assignment of a course grade;
 - i. offer Field-Based/Site supervision training, if necessary or required by accrediting agencies, and will provide information on supervision training opportunities that offer continuing education hours.
3. Is understood and agreed by and between the parties that Facility has the right to terminate the SBMHSP Intern, however, Facility agrees such action will not be taken until the grievance against any SBMHSP Intern has been discussed with the intern and respective University program, and Facility informs the University instructor. Further, Facility will cooperate with University by providing information related to termination that relates to SBMHSP Intern's participation in the Program. The University Representative maintains the right to hold its students accountable for academic performance or conduct in accordance with University policies and procedures.
4. **NOTICES.** All notices under this 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.

5. **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.
6. **AMENDMENT TO AGREEMENT.** No amendment to this Agreement or SBMHSP Intern plan shall be valid unless reduced to writing, signed by an authorized representative of each party.
7. **ASSIGNMENT.** This Agreement may not be assigned by either party without prior written approval of the other party.
8. **TERM AND EFFECTIVE DATE.** This Agreement shall continue in effect for an initial period ending five (5) years after the date executed (“initial Term”) unless terminated earlier by either party as provided herein. After such initial Term, this Agreement may be renewed by written consent of the parties. Either party may terminate this Agreement by giving the other 180 calendar days’ prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such 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.
9. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas.
10. **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. To the extent applicable, Facility designates University personnel and University students as a school official with a legitimate educational interest in the educational records of Facility students that are also protected by FERPA.
11. **INSURANCE.** SBMHSP Interns from the UTRGV counseling and school psychology programs will be responsible for obtaining professional liability insurances for claims arising out of the activities conducted during the clinical experience with minimum limits of liability of \$1,000,000.00 per claim and \$3,000,000.00 aggregate and maintaining such coverage for the duration of their internships. SBMHSP interns from UTRGV’s social work program will be covered by the Specified Medical Professional Liability policy maintained by The Texas University System for the benefit of students in the program with a minimum of at least One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate

- a. Upon request, SBMHSP Intern and/or University shall provide Facility with current certificate of insurance or renewal of insurance for all policies required during the term of this Agreement so that Facility has evidence of required insurance being effective at all times.

12. COMPENSATION. University, through Project MHS ACCESS grant funds, will provide Facility the following stipends. Facility will bill University for stipends.

- a. School Psychology Intern will receive a stipend, paid out through Facility, in the amount of \$50,000 per academic year.
- b. School Psychology Field-Based/Site Supervisor will receive a stipend, paid out through facility, in the amount of \$3,000 per academic year.
- c. Counseling Intern will receive a stipend, paid out through Facility, in the amount of \$40,000 per academic year.
- d. Counseling Field-Based/Site Supervisor will receive a stipend, paid out through Facility, in the amount of \$1,000 per academic year.
- e. Social Work Intern will receive a stipend, paid out through Facility, in the amount of \$40,000 per academic year.
- f. Social Work Field-Based/Site Supervisor will receive a stipend, paid out through Facility, in the amount of \$1,000 per academic year.

UNIVERSITY:

DocuSigned by:
 By: Janna Arney
 Janna Arney, 10142866450140
 UTRGV Executive Vice President and Provost

Date: 5/30/2023

^{DS}
MS Reviewed by Dr. Christine Shupala

^{DS}
BSB Reviewed by UTRGV Legal

FACILITY:

By: David H. Gonzalez
 David H. Gonzalez
 Superintendent of Schools for United ISD

Date: 5/24/23