

**APPLIED PSYCHOLOGY EXTERNSHIP AGREEMENT
BY AND BETWEEN
OREGON INSTITUTE OF TECHNOLOGY
AND**

(Agency's Full Legal Name)

(Agency's Principal Place of Business Address)

THIS APPLIED PSYCHOLOGY EXTERNSHIP AGREEMENT (this "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between the Oregon Institute of Technology, a State of Oregon public university, herein known as "University," and _____
(Agency's full legal name)

and Agency's entity description, i.e., corporation, limited liability company, non-profit corporation, etc.)
herein known as "Agency."

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting arrangements for psychology externship training and practical learning experiences ("Externship") for students participating in psychology-related programs at University ("Students," or in the singular, "Student");

WHEREAS, University intends to provide Agency with Students possessing psychology-related educational experiences; and

WHEREAS, Agency is willing and capable to provide Externship experiences for University's Students.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, which are for the benefit of both parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

AGREEMENT:

1. **Term and Termination.** This Agreement shall commence as of the Effective Date and shall continue in full force and effect until **five (5)** years from such date. This Agreement shall automatically renew for additional successive one (1) year terms unless terminated earlier according to the provision of this Section 1. A party may terminate this Agreement, at any time without cause, by providing at least thirty (30) days' prior written notification to the other parties of its desire to terminate the Agreement. Should notice of termination be given under this Section 1, Students already scheduled in an Externship at Agency shall be permitted to complete any previously scheduled assignments at Agency.
2. **Responsibilities of the Agency.** Agency shall:
 - a. Assign an appropriately qualified person to supervise Students' activities while engaged in services with the Agency and evaluate Students' progress on an ongoing basis. One or more supervisors and/or co-workers may be called upon to assist in the preparation of

reasonable assessments and grading of a student's performance as requested by the faculty of the University's Applied Psychology Program;

- b. Retain full authority and responsibility for the care of its patients, clients or consumers, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction;
 - c. Screen and approve the Student prior to placement with Agency;
 - d. Consistent with the purpose of the Externship and this Agreement, shall have sole discretion over any and all tasks, projects, outcomes, and other work that Students shall be able to participate, and shall further acknowledge that it is exclusively responsible for all such Student activities while Student is under its care, custody, and control;
 - e. Maintain its usual and customary services without reliance on Students. Agency agrees that the intention of the Externship is to expose students to supervised professional activities representative of the typical roles conducted by bachelor-level service employees and relevant to the field of psychology. While some menial tasks are a part of every Agency's standard practices, this provision is intended to prevent the over-involvement of Students in repetitive, mundane and non-educational activities;
 - f. Within the purview described in this Section 2, Agency reserves the right to determine the scope of Students' participation in activities and services and may expect each student to abide by the same policies and procedures that apply to employees of Agency. Agency reserves the right to terminate Students' placement and involvement in Agency services for cause;
 - g. Make program records and policies and procedures available to Students to a reasonable degree in order for Students to learn and perform activities and services of Agency and will instruct Students as to management of confidential records and information; and
 - h. Agree that Students will be expected to appropriately and professionally address any logistical or ethical concerns with an Agency supervisor and follow appropriate protocol delineated by Agency policies and procedures. The Agency shall agree that Students' involvement in Agency activities does not preclude approaching University faculty if he or she feels that consultation regarding a logistical or ethical matter is in order and efforts to resolve such issues at the Agency site have been insufficient.
3. **Responsibilities of the University.** University shall:
- a. Initiate a document identifying the objectives of the Externship and the responsibilities of the Student;
 - b. Provide didactic and academic preparation for Students to perform satisfactorily in the Externship, including general ethical guidelines of confidentiality of records and client relationships;
 - c. Advise Students regarding the course requirements of the Externship including documentation of learning achieved and hours served, evaluation by Agency's site supervisor, and others including those listed below;

- d. Advise Students of responsibilities to follow supervision provided by the Agency and abide by all lawful rules, policies and procedures, and ethical standards that apply to employees of the Agency;
- e. Require Students to purchase professional liability insurance affording at least \$1 million in protection, available for a nominal charge for Students included in the course registration fee;
- f. Advise Students of their personal responsibility for health care, transportation, parking, living arrangements and associated expenses, unless other arrangements are expressly made between the Agency and a Student; and
- g. Reserve the right to withdraw a Student from the placement, if, in the opinion of the University, Agency is not providing Student with acceptable opportunities for training and education.

4. **Responsibilities of University and Agency:**

- a. There shall be no distinction among Students covered by this Agreement on the basis of race, color, sex, creed, age, handicap, national origin, or any other legally protected class. For the purposes of this Agreement, distinctions on the grounds of race, color, sex, creed, age, national origin, or any other legally protected class include, but are not limited to the following: denying a Student any service or benefit or availability of a facility; providing any service or benefit to a Student, which is different or is provided in a different manner or at a different time from that provided to other Students under this Agreement; subjecting a Student to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any services or benefits; or treating a Student or potential Student differently from others in determining whether they satisfy an admission, enrollment, quota, eligibility, membership, or any other requirement or condition, which individuals must meet in order to be provided any service or benefit.
- b. Agency retains the right to suspend or terminate any Student's participation at Agency. Agency shall immediately notify the appropriate office of University if such an action is required and the reasons for such action. University may terminate Student's participation when, in its sole discretion, it determines that further participation by Student would no longer be appropriate. University shall notify Agency if such action is required.
- c. Any substantial changes in curriculum, supervision, university enrollment, or other factors that may influence the program must be exchanged between the parties as soon as reasonably possible after the change takes place. Any changes to the Externship shall be communicated in accordance with the Notice Section of this Agreement.

5. **Employment Disclaimer.** Students participating in the program shall not be considered employees or agents of Agency or University. Students shall not be entitled to receive any compensation from Agency or University or any benefits of employment from University or Agency, including but not limited to, health care or workers' compensation benefits, vacation or sick time, or any other benefit of employment, direct or indirect. Neither University nor Agency shall not be required to purchase any form of insurance for the benefit or protection of any student of Agency.

6. **Health Insurance Portability and Accountability Act.** Students participating in the Externship pursuant to this Agreement are members of Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Agency and, as stated in Section 5 above, does not establish an employment relationship.
7. **No Agency Relationship.** Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and no party shall have the right or authority or shall hold itself out to have the right or authority to bind any other party, nor shall any party be responsible for the acts or omissions of any other party, except as provided specifically to the contrary herein.
8. **Assignment.** Neither party may assign or otherwise transfer any of its rights, interests, or obligations under this Agreement without the prior written consent of the other party. Any purported assignment or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
9. **Governmental Immunity.** University is a State of Oregon public university, entitled to protections of governmental immunity under applicable law. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as: (i) an express or implied waiver by University of its governmental immunity; (ii) an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; (iii) a pledge of the full faith and credit of a debtor contract; or (iv) as the assumption by University of a debt, contract, or liability of Agency.
10. **Indemnification.** Agency shall defend, indemnify, and hold harmless University, their respective trustees, directors, officers, employees, agents, permitted successors, and permitted assigns from and against all claims, suits, and actions of any nature resulting from or arising out of the negligent activities or omissions (including recklessness or willful misconduct) of Agency or any of its employees acting under this Agreement. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (Oregon Revised Statutes (ORS) Sections 30.260 through 30.300), University shall defend, indemnify, and hold harmless Agency, its directors, officers, employees, agents, permitted successors, and permitted assigns from and against all claims, suits, and actions of any nature resulting from or arising out of the negligent activities or omissions (including recklessness or willful misconduct) of University or any of its employees acting under this Agreement. Indemnity obligations under this Section shall survive the termination or expiration of this Agreement.
11. **Amendment.** This Agreement may be amended or modified only by an instrument in writing executed by the authorized representatives of each party, which writing must be identified as an amendment of this Agreement.
12. **Notice.** All notices or other communications required under this Agreement shall have binding legal effect only if in writing and addressed to a party as follows:

If to UNIVERSITY:	If to AGENCY:
Oregon Institute of Technology Attn: Vivian Chen, Contract Officer 27500 SW Parkway Avenue Wilsonville, OR 97070 E-Mail: Vivian.Chen@oit.edu cc: Alishia Huntoon, Ph.D. Applied Psychology Program Director Oregon Institute of Technology 3201 Campus Drive Klamath Falls, OR 97601 E-Mail: Alishia.Huntoon@oit.edu	[Agency Name] Attn: [Name and Title of Officer to Receive Notices] [Mailing Address] [Mailing Address] Email: [E-Mail Address]

Notices sent in accordance with this Section shall be deemed effectively given when (a) received, if delivered by hand, with signed confirmation of receipt; (b) received, if sent by a nationally recognized overnight courier, signature required; (c) sent, if by e-mail, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13. **Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
14. **No Payments.** No payments shall be made between the parties or to Student in connection with this Agreement.
15. **Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate to be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof of the exercise of any other right, remedy, power, or privilege.
16. **Headings.** Headings used in this Agreement are for convenience only.
17. **Governing Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction). Any legal suit, action or proceeding arising out of or relating to this Agreement, or

the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Oregon in each case located in the County of Marion, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

18. **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.
19. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument. A signed copy of this Agreement delivered by e-mail is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

UNIVERSITY:

By: _____
Vivian Chen, Contract Officer

Date: _____

By: _____
Alishia Huntoon, Ph.D.
Applied Psychology Program Director

Date: _____

AGENCY:

By: _____
Name: _____
Title: _____
Date: _____