

APPLIED PSYCHOLOGY EXTERN

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,

- 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** - 10 [. (0 a 0) l n 7 i e 0 f g T 4 d v 4 yil

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 ass

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

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the transactions contemplated hereby shall be instituted in the federal courts of the United States

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: _____