**STUDENT EXTERNSHIP AGREEMENT**

THIS STUDENT EXTERNSHIP AGREEMENT (the "Agreement") is made and entered into as of February 3, 2022 (“Effective Date”) between Utah State University (“USU”) and Boone County Schools (“Facility”), having an office and place of business at 8330 US Highway 42, Florence, KY 41042. USU and Licensee each may be referred to herein as a “Party” or collectively as the “Parties.”

Whereas, the Parties desire to establish an externship training program for USU students in the field of Speech-Language Pathology (“Externship”);

Now, therefore, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Term and Termination**. The term of this Agreement shall be in effect for one (1) year from the Effective Date. This Agreement can be terminated by either Party without cause upon thirty (30) days’ prior written notice delivered to the other Party; provided, however, that if said termination occurs in the middle of an Externship implementation, those students currently participating shall be allowed to complete the Externship.
2. **USU Rights and Responsibilities**.
   1. Externship Parameters. USU agrees to determine the participation and duration of the Externship for its students operated by USU, according to USU guidelines.
   2. Good Standing. USU agrees to designate for participation in this Externship, students who are currently in good standing in USU and who have completed all of the necessary academic work in preparation for the Externship.
   3. Assistance. USU agrees to make arrangements for consultation and assistance with its students as related to the students’ participation in the Externship.
   4. Certificate of Insurance. USU shall provide a certificate of insurance assuring of liability coverage of students while in the Externship experience at Facility.
   5. HIPAA. USU will inform its students to comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA). USU will notify its students to not use or further disclose any confidential information, protected health information, or individually identifiable health information pertaining to patients/clients of Facility.
3. **Facility Rights and Responsibilities**.
   1. Coordination. Facility will coordinate annually with USU regarding whether Facility will provide Externship positions.
   2. Externship Focus. Facility agrees to provide fieldwork to the students designated according to the Council on Academic Accreditation (CAA) and the American Speech-Language-Hearing Association (ASHA) standards for student practicum as appropriate.
   3. Externship Details. Facility agrees to submit to USU an outline of training options available in the Facility, including identification of staff personnel and credentials, fieldwork training objectives, and benefits that Facility anticipates will accrue to the students.
   4. Facility Requirements. If applicable, the Facility shall notify USU of any required criminal background checks, immunizations, drug tests, health insurance requirements, or any other requirements (i.e. CPR training, fingerprints, physical exam, etc.). When so informed, the University will inform and assist pertinent students in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the pertinent student.
   5. Externship Changes. Facility agrees to notify USU in writing of any proposed change in the Externship after such description has been submitted to USU.
   6. Inspection. Upon reasonable notice, Facility agrees to permit the faculty of USU to inspect the clinical facilities, services available for fieldwork experience, student records, and the other items as may be pertinent to the field-training program, as well as enter into collaborative discussions with the fieldwork supervisor(s) and coordinator(s).
   7. Evaluations. Facility agrees to submit a USU-provided written evaluation of the student’s performance and the student’s evaluation of his/her Externship experience.
   8. Access. Facility may refuse educational access to its facilities to any student personnel who do not meet its employee standards for safety, health, or ethical behavior. Facility may resolve any problem situation in favor of the patient’s, staff’s, or Facility’s welfare and restrict the student until the staff in charge, student supervisor at Facility, and Externship coordinator at USU can clarify the incident.
   9. Policies. During the Externship, students shall be subject to the policies, procedures, and regulations of Facility as may be determined by Facility from time-to-time.
4. **FERPA**. USU and Facility recognize that each is required to comply with the Family Educational Rights and Privacy Act (“FERPA”) in each Party’s handling of Confidential Student Information.
   1. Confidential Student Information. “Confidential Student Information” is defined as information that is personally identifiable to a student who is or was enrolled at USU by any of the following means: the student’s name, the name of the student’s parent or other family members; the address of the student or student’s family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student’s date of birth, place of birth, and mother’s maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Facility by USU as well as any information provided by USU’s students and third parties to the Facility.
   2. Confidentiality. Facility represents and certifies that it: (1) will protect and hold in strict confidence all Confidential Student Information it receives from or on behalf of USU (or its students), including without limitation, academic information, professional training and/or certifications, evaluations of students, health and other insurance information, and the results of criminal background checks and/or drug testing or treatment information; (2) will not, except with the written consent of the student, use Confidential Student Information for any purpose other than to carry out the purposes of the Agreement; and (3) will not disclose Confidential Student Information except to authorized individuals within its organization who have a legitimate need to know Confidential Student Information to carry out the purposes of the Agreement.
   3. Control and Breach. Facility agrees that Facility is under the direct control of USU with respect to the use and maintenance of Confidential Student Information. If the USU reasonably determines in good faith that Facility has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, USU, in its sole discretion, will have the right to require Facility to submit to a plan of monitoring and reporting; provide Facility with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, USU will provide written notice to Facility describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Facility improperly disclosed personally identifiable information obtained from Institution’s education records, USU may not allow the Facility access to education records for at least five years.
5. **Miscellaneous**
   1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.
   2. Government Records and Management Act. Facility acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within USU's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.
   3. Governmental Immunity. Facility further acknowledges that USU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by USU of any protections, rights, or defenses applicable to USU under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of USU. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.
   4. USU Insurance. USU carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require USU to carry different or additional insurance, and any obligations of USU contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to USU's negligent acts or omissions.
   5. Notice. The Parties shall give all notices and communications in writing by personal delivery, courier, mail, fax, or electronic mail to the address specified in this Agreement or otherwise specified for notification purposes by the receiving Party. Such notice will be effective upon receipt of it by the receiving Party.
   6. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.
   7. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.
   8. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
   9. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.
   10. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

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| UTAH STATE UNIVERSITY  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | FACILITY  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |