

OKLAHOMA STATE UNIVERSITY CLINICAL EXTERNSHIP AGREEMENT

THIS Clinical Externship Agreement (“Agreement”) is made and entered into as of [DATE] by and between [Stillwater Public Schools] (the “FACILITY”) and Oklahoma State University, Stillwater, Oklahoma (the “UNIVERSITY”).

WHEREAS FACILITY has certain facilities that would be beneficial to undergraduate students of [*speech language pathology assistant certificate*] for training and practical experience;

WHEREAS, the UNIVERSITY has students who would benefit from such training and experience;

NOW THEREFORE, it is mutually understood, in consideration of the mutual covenants and promises, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Clinical Externships. The UNIVERSITY shall be responsible for arranging the clinical externship experience (“Clinical Externship”) for any participating UNIVERSITY student(s) (“Student(s)”) at the FACILITY. The UNIVERSITY and the FACILITY shall mutually determine the scope of the Clinical Externship program, the schedule of student assignments and the number of Students who may participate in the Clinical Externship.

2. Term. The term of this Agreement will commence on [January 13, 2026] and continue in effect until [June 30, 2026] (“Term”), unless sooner terminated as provided in Section 7 below. the parties may extend the Term upon mutual agreement.

3. Responsibilities of the UNIVERSITY.

a. The UNIVERSITY shall designate a UNIVERSITY employee, or another individual retained by the UNIVERSITY (the “Externship Coordinator”) to serve as the coordinator for the Clinical Externship to work directly with FACILITY personnel (“Facility Coordinator”) to coordinate all the activities of Students.

b. Thirty (30) days prior to the start of the Term, the Externship Coordinator will work with the Student, the Facility Coordinator, and the FACILITY Student Externship Supervisor(s) (defined below), to mutually determine the duration of the Clinical Externship.

c. The UNIVERSITY shall provide the name(s) of the Student(s) (the “Roster”) along with a Clinical Externship schedule, to the Facility Coordinator before the Clinical Externship begins.

The UNIVERSITY will require any participating Student(s) who will participate in the Clinical Externship to provide to the FACILITY verification of the following before the Student enters a FACILITY site: if applicable per the FACILITY requests (i) a complete Hepatitis B vaccination series (series of three or waiver); (ii) negative Purified Protein Derivative (PPD) or chest x-ray (dated within current year); (iii) MMR vaccinations (series of two) or positive titer(s); (iv) a written verification of varicella history, varicella vaccination or a varicella titer by a physician or a physician's designee; and (v) an approved background check. Agreement is terminated immediately should a student fail to pass a background check.

d. The UNIVERSITY shall require that any participating Student(s), before beginning the Clinical Externship, have current Cardiopulmonary Resuscitation (CPR) certification that meets standards acceptable to the FACILITY.

e. Subject to the provisions of the Oklahoma Governmental Tort Claims Act, including its limits of liability and exclusions therefrom, UNIVERSITY shall be responsible for all actions, activities and affairs of Student(s) during the Clinical Externship to the extent required by law.

f. Student trainee assignments and minimal levels of academic preparation and clinical experience will be mutually agreed upon by the UNIVERSITY and FACILITY from time to time.

All representations in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations become inaccurate in any way, the representing party shall immediately notify the other party.

4. Responsibilities of the FACILITY.

a. The FACILITY shall designate an appropriately competent Facility Coordinator for the Clinical Externship who will work directly with the Externship Coordinator to plan and coordinate the Clinical Externship.

b. The FACILITY will designate one or more appropriately competent employee(s) to serve as the FACILITY Student Externship Supervisor(s), who will be responsible for coordinating learning experiences for the Student(s). [The FACILITY Student Externship Supervisor(s) will also be responsible for ensuring the supervision of student representatives meets the minimum requirements established by the Council on Academic Accreditation (CAA) of the American Speech-Language-Hearing Association (ASHA)]. The FACILITY will provide clinical supervision and other activity(ies) necessary for the successful completion of the Clinical Externship. The FACILITY Student Externship Supervisor(s) has authority to plan and arrange the work schedule of the Student(s).

c. At its sole expense, the FACILITY will maintain records concerning the progress/performance and client/contact records for each Student. [Client/contact records

shall conform to the format suggested by the CAA of ASHA]. Student evaluation forms will be provided by the UNIVERSITY. Client/contact records will be provided by the FACILITY. Upon completion of the assignment, completed Student evaluation forms and client/contact records shall be forwarded to the UNIVERSITY unless otherwise not permitted by law or due to confidentiality restrictions.

d. At its sole expense, the FACILITY shall provide the UNIVERSITY and Student Externship Supervisor(s) with copies of the FACILITY's policies, rules, regulations and procedures that are applicable to the Student's participation in the Clinical Externship.

e. The FACILITY shall, using due discretion, permit the Student(s) to assist in the provision of services to FACILITY patients, but the FACILITY may restrict their activities, including any patient/client care activities, at the FACILITY. The FACILITY will retain full responsibility for patient care by providing appropriate professional supervision of Student(s).

f. FACILITY shall permit the UNIVERSITY to visit, tour and inspect the FACILITY's facilities and records relating to the Clinical Externship on reasonable notice during the FACILITY administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the FACILITY, and minimizing disruption or interference with FACILITY operations, including patient/client care activities.

g. The FACILITY shall make available emergency care and treatment to Student(s), as necessary, subject to its usual charges. Such treatment will be at the expense of the Student treated.

5. Conflicts and Removal of Students. If a conflict arises between an employee of the FACILITY and a Student, the FACILITY Coordinator and/or Externship Coordinator shall intervene in an attempt to resolve the matter. The FACILITY may require that the UNIVERSITY immediately remove a Student from a Clinical Externship when the FACILITY believes that the Student exhibits inappropriate behavior, is disruptive, does not comply with FACILITY rules or policies, or poses a threat to the health, safety or welfare of a patient/client, employee or any other person.

6. Insurance Coverage. This provision is applicable to Universities that are owned and operated by the State of Oklahoma. The UNIVERSITY represents that it and its faculty are self-insured according to the Oklahoma Governmental Tort Claims Act. The FACILITY requires any participating Student(s) furnish verification of professional liability insurance covering themselves with insurance liability limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate; however, policy limits may exceed the target limits required. A certificate of such insurance shall be furnished to the FACILITY upon request. The FACILITY shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement.

7. Termination.

a. Termination for Convenience. Either party may terminate this Agreement by providing written notification to the other party at least 90 days in advance, provided however, that notification by a party of its intent to terminate shall not affect students currently enrolled and participating in Clinical Externship up until date of termination.

b. Termination for Cause. The FACILITY may immediately terminate this Agreement for cause upon written notice to the UNIVERSITY upon the occurrence of any of the following events: (i) the failure of the any participating Student(s) to maintain insurance coverage as required by this Agreement and such Student fails to cure such insurance coverage failure within five (5) business days from the written notice; or (ii) the UNIVERSITY fails to bar any Student(s) from participating in a Clinical Externship after the FACILITY has informed the UNIVERSITY to remove any Student(s) for reasons permitted under this Agreement.

c. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement by giving at least thirty (30) days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the thirty-day period. This provision shall not constitute an election of remedies by either party, and each party shall have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

8. Responsibility for Actions. Each party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, directors and, in the case of FACILITY, its affiliates. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. The UNIVERSITY is an agency or institution of the State of Oklahoma and the UNIVERSITY'S liability shall be governed by the Oklahoma Governmental Tort Claims Act.

9. Disclaimer of Intent to Become Partners. The FACILITY and the UNIVERSITY shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither party shall incur any financial obligation on behalf of the other. In the making and performing of this Agreement, the parties act and shall act at all times as independent entities and nothing contained herein shall be construed or implied to create any agency, partnership, or employer and employee relationship between the parties. Neither party is authorized to act as an agent for the other for any purpose. In the making and performing of this Agreement, the Parties act and shall act at all times as independent entities, and nothing contained herein shall be construed or implied to create any agency, partnership, or employer and employee

relationship between the Parties and neither party is authorized to act as agent for the other for any purpose.

10.Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth below the signatures of the parties.

| University's Business and Agreement Address | Facility's Business and Agreement Address |
|---|---|
| Kenneth W. Sewell | |
| Vice President for Research | Stillwater Public Schools |
| Oklahoma State University | 314 S. Lewis |
| 203 Whitehurst Hall | Stillwater, OK, 74074 |
| Stillwater, OK 74078 | |
| Phone: 405-744-6501 | |
| Email: research@okstate.edu | |

11.Confidentiality. "Confidential Information" is defined as business information, strategies, technical data, information, trade secrets and/or other proprietary information of the FACILITY, including patient information, relating to the product or process that is a part of the Clinical Externship that is not disclosed to the public in the ordinary course of business and is marked as "Confidential Information." The UNIVERSITY shall, and the UNIVERSITY must require any participating Student(s) to keep confidential and not divulge to anyone else any of the proprietary, confidential information of the FACILITY, including patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the UNIVERSITY or any Student(s), (b) was independently known or developed by UNIVERSITY or already possessed by UNIVERSITY at the time of disclosure, or (c) is required to be disclosed by law or by a judicial, administrative or regulatory authority. The UNIVERSITY and Student(s) shall not use Confidential Information of FACILITY except as required to provide patient care services in the Clinical Externship. Except for patient information and other information required to be kept confidential by applicable law, the provisions relating to confidentiality will remain in effect for three (3) years from the date of termination of this Agreement.

12.HIPAA Compliance.

a. The UNIVERSITY must, and the UNIVERSITY shall require any participating Students to appropriately safeguard the protected health information of patients, in

accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time (“HIPAA”) and other applicable law. Student(s) may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

b. With respect to information obtained or received from the FACILITY, the UNIVERSITY shall: (i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the FACILITY any use or disclosure of the information not provided for by this Agreement of which the UNIVERSITY becomes aware; and (iv) require that any agents, including a subcontractor, to whom the UNIVERSITY provides protected health information received from, or created or received by the UNIVERSITY on behalf of, the FACILITY agrees to the same restrictions and conditions that apply to the FACILITY with respect to such information.

c. FERPA. The parties acknowledge that student educational records are protected by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232, 34 CFR Part 99, and that generally student permission must be obtained before releasing student-specific data to anyone other than UNIVERSITY. FACILITY shall use student educational records solely for the purposes of performing this Agreement, and such records shall not be redisclosed to any third parties.

13.Rights in Property. All supplies, fiscal records, patient charts, patient records, medical records, audio and/or visual recordings, X-rays, computer-generated reports, pharmaceutical supplies, drugs, drug samples, memoranda, correspondence, instruments, equipment, furnishings, accounts and contracts of the FACILITY shall remain the sole property of the FACILITY.

14.Non-Discrimination. Except to the extent permitted by law, the FACILITY, the UNIVERSITY and Student(s) shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability or veteran’s status in the performance of this Agreement. As applicable to the UNIVERSITY, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The UNIVERSITY represents that, except as permitted by law, all services are provided without discrimination on the basis of, race, color, creed, sex, age, religion, national origin, disability or veteran’s status; that it does not maintain nor provide for its employees any segregated facilities, nor will the UNIVERSITY permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the UNIVERSITY agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran’s Assistance Act of 1974, 38 U.S.C. Section

4212. This Agreement incorporates applicable federal executive orders and regulations in effect at the time of execution.

15.FACILITY Policies and Procedures. The UNIVERSITY shall agree to educate any participating Student(s) of the requirement to comply with the policies, rules, and regulations of the FACILITY as will be provided to any participating Student(s) by the FACILITY prior to the start of any Term.

16.Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

17.No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

18.Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

19.Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without reference to conflict of law rules, and the forum for any proceeding or suit arising from or incident to this Agreement shall be located in the State of Oklahoma.

20.Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to either the UNIVERSITY or FACILITY is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the FACILITY or the UNIVERSITY to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

21.No Third-Party Beneficiaries. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

22.Publicity. Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the other party.

23.Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

UNIVERSITY

Signature: *Julie Swearingin-Griffin on behalf of*

Name: Kenneth W. Sewell

Title: Vice President for Research

Date: 01/08/2026

FACILITY

Signature:

Name: [Insert Name]

Title: [Board of Education President]

Date: [Date]

StillwaterPublicSchools-SLPA-Contract 2026 - #386

Final Audit Report

2026-01-08

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| Created: | 2026-01-08 |
| By: | Ramitha Raja (ramitha@okstate.edu) |
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