



Idaho State University

Memorandum of Understanding (MOU) Between Idaho State University and Lewis-Clark State College To establish a partnership for Master of Occupational Therapy Admissions

This Agreement is by and between Idaho State University ("ISU") and Lewis-Clark State College ("LC State"), collectively the "Parties".

Background

In an effort to strengthen the partnership between the two institutions and better serve students, Lewis-Clark State College (LC State) and Idaho State University (ISU) hereby enter into an Agreement that will facilitate acceptance of Lewis-Clark State College undergraduate students into the professional Master of Occupational Therapy program at Idaho State University.

Agreement

1. Mutual Responsibilities and Coordination.

- a. Cooperation.** The Parties shall cooperate in creating a mutually agreeable experience that meets the needs and goals of both ISU and LC State. The Parties shall collaborate to facilitate the transition of qualified undergraduate LC State students into the ISU Master of Occupational Therapy program.
- b. Nondiscrimination.** The Parties will not discriminate on the basis of race, creed, sex, national origin, disability, or any other protected class.
- c. Individual Representative.** The Parties shall each designate an individual representative to serve as a point of contact for matters relevant to this MOU.
- d. Mutual Promotion of the Program:** LC State and ISU both agree to encourage qualified students to participate in this Agreement through advisement and dissemination of information.

2. LC State Responsibilities.

- a.** LC State agrees to advise their students as to the proper course sequence that will meet the LC State degree requirements and the entry requirements for admission to the Master of Occupational Therapy (MOT) program at ISU to ensure timely completion of their degree.
- b.** LC State agrees to promote this Agreement and advise students as to the eligibility requirements as follows.
- c.** To be eligible for consideration under this Agreement, LC State students must earn a Bachelor's degree with a minimum earned grade point average (GPA) of 3.0 over the last 60 credits with a minimum of 25 upper-division credits completed, or in progress, by January of the year of admission for application to be considered. Courses graded on a pass-fail basis will be excluded from the grade-point

calculation if they have a passing grade, but will be included if they have a failing grade.

- d. To be eligible for consideration under this Agreement, LC State students must apply for admission to ISU's Master of Occupational Therapy Program through OTCAS (<https://otcas.liasoncas.com>) by January 15 and have their application show as "verified" within that system for the priority consideration deadline. Applicants must complete the application and meet all application requirements as outlined in OTCAS and on the ISU Master of Occupational Therapy webpage (www.isu.edu/ot). This includes application to the Idaho State University Graduate School, submission of all official transcripts, and payment of all application fees including to OTCAS and the ISU Graduate School.
- e. To be eligible for consideration under this Agreement, LC State students must complete specific prerequisite courses with a GPA of 3.0 in each of the specified categories listed below. Prerequisite coursework in anatomy and physiology must be completed with the last five (5) years. An applicant with more than four (4) prerequisite courses in progress or planned for the spring/summer semesters will not be considered for admission. Courses graded on a pass-fail basis are acceptable for meeting minimum criteria in fulfilling prerequisite requirements; however, such grades may be evaluated less favorably by the admissions committee in ranking applicants. Thus, the use of such courses as prerequisites is discouraged.

Prerequisite Courses

- Anatomy and physiology (2 courses):
 - 1 course in Human Anatomy and 1 course in Human Physiology with labs. (Two courses in combined Anatomy and Physiology with labs are also acceptable.) Must have been taken within 5 years of application date. Courses must be listed in the Biology, Zoology, Anatomy, or Physiology categories.
- Statistics (1 course)
 - This requirement is not fulfilled by a course in research methods, marketing statistics, or tests and measures.
- Human Development (1 course)
 - Lifespan development preferred
- Abnormal Psychology (1 course)
 - A course in Psychopathology would also fulfill this requirement
- Sociology OR Cultural Anthropology
 - Sociology course must be offered by sociology department
 - Cultural anthropology course must be offered by anthropology department and the focus of the course must be cultural
- Medical Terminology
 - Online certification courses accepted. Certificate must be included with application.
- f. To be eligible for consideration under this Agreement, LC State students must demonstrate knowledge and exposure to the occupational therapy profession. Applicants may choose to complete **one** of the following three options:

- Ten observation hours with an occupational therapist or occupational therapy assistant
 - An interview with an occupational therapist
 - Completion of an "Introduction to Occupational Therapy" course (for example OT 2209 at ISU)
- g.** To be eligible for consideration under this Agreement, LC State students must submit two letters of recommendation which speak to the applicant's professional behaviors.
- h.** To be eligible for consideration under this Agreement, LC State students must submit a personal statement/essay. This statement may include any additional information than an applicant wishes to provide the admissions committee.

3. ISU Responsibilities.

- a.** ISU College of Health agrees to provide direct guidance for LC State students as they complete the prerequisite curriculum and apply for admission to ISU's MOT program.
- b.** ISU College of Health agrees to admit the top 2 students from the pool of LC State students who meet the eligibility requirements described above, as determined by the admissions committee.

4. No Employment Relationship. Parties agree that no employment relationship exists between the parties. No benefits provided by either party to its employees, including unemployment and worker's compensation insurance, will be provided to the other party or its employees.

5. Program Changes and Amendment. This Agreement will encourage an annual revision to ensure all program requirements that change at either institution can be updated. Any change to this arrangement requires a written revision that each Party's authorized signatory must sign and must be completed by July 1 for the upcoming academic year.

6. Termination. This Agreement may be terminated for the following reasons:

- a.** This Agreement shall be in force until either institution makes a decision in writing to terminate the Agreement. Termination becomes effective on the first day of July following the written notice of termination; this will enable any qualified LC State student who completes the LC State portion of the requirements of this Agreement prior to the effective date of termination, to be admitted into the Idaho State University program in the fall semester immediately following the effective termination date.
- b.** Breach: In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the parties agree to attempt to resolve the matter through good faith negotiations between the parties. Should good faith negotiations fail, the non-breaching party may terminate the agreement. The non-breaching party must give written notice of the breach and the breaching party shall have 30 days to cure.

- 7. Immunities and Protections.** The Parties shall retain all of their immunities and protections under the Idaho Tort Claims Act (J.C. Section 6-901 *et seq.*) regarding the terms of this Agreement and any claims brought against either Party.
- 8. Compliance with Laws.** The Parties agree to comply with any and all applicable Federal and State laws.
- 9. Amendment.** Any change to this arrangement requires a written amendment that each Party's authorized signatory must sign.
- 10. Notice.** All notices relating to this Agreement shall be in writing and shall be deemed to have been delivered when delivered in person or by e-mail with electronic confirmation of delivery. All notices shall be delivered to the signatories below or the individual representatives appointed by ISU and LC State as outlined in this Agreement.
- 11. Force Majeure:** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.
- 12. Governing Law.** The laws of the State of Idaho will govern this Agreement with venue in Bannock County.
- 13. Mutual Liability.** Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. The parties understand that each is covered with respect to third party tort liability by the State of Idaho, Department of Administration, Risk Management Program utilizing the Retained Risk Account. This is a plan of liability coverage provided by and subject to provisions of the Idaho Tort Claims Act, and the Department of Administration, Risk Management statutes.
- 14. Assignment.** There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. No services required under this Agreement may be performed under subcontract unless both parties agree in writing.
- 15. Severability.** If any part of this Agreement is held to be illegal, void, or in conflict with any Idaho law, the remainder of this Agreement remains operative and binding.

16. Entire Agreement and Modification. This Agreement represents the entire Agreement between the Parties and may not be altered, amended, or modified except in a writing signed by all Parties.

To express the Parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below. Signature page to follow.

Signed:

IDAHO STATE UNIVERSITY

By:  9745ED02C9C846A...

Rex Force
SVP & VP for Health Sciences
Studies

Date: 4/9/2024

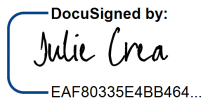
Administration

LEWIS-CLARK STATE COLLEGE

By:  7027E999B9A14A8...

Krista Harwick
Associate Dean, School of Professional
Studies

Date: 4/8/2024

By:  EAF80335E4BB464...

Julie Crea
Vice President for Finance and
Administration

Date:

Certificate Of Completion

Envelope Id: 94418D9E778D4BA7AD1BF14CA661533F	Status: Completed
Subject: Signature request on Contract LC State Master of Occupational Therapy Admissions	
Source Envelope:	
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Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	ISU corporate docusign admin
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	isudocusignadmin@isu.edu
	IP Address: 35.170.89.44


Record Tracking

Status: Original	Holder: ISU corporate docusign admin	Location: DocuSign
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Signer Events

Krista Harwick
 klharwick@lcsc.edu
 Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

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 Signature Adoption: Pre-selected Style
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 Signed: 4/8/2024 10:11:36 AM
 Freeform Signing

Electronic Record and Signature Disclosure:
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Julie Crea
 jcrea@lcsc.edu
 VP for Finance and Administration
 Lewis-Clark State College
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Rex Force
 furijacl@isu.edu
 VPHS/SVP
 Idaho State University
 Security Level: Email, Account Authentication (None)

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 Freeform Signing

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/9/2024 9:13:58 AM
Completed	Security Checked	4/9/2024 9:13:58 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO Idaho State University (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO Idaho State University:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gainrand@isu.edu

To advise Internet 2 OBO Idaho State University of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at gainrand@isu.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO Idaho State University

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to gainrand@isu.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO Idaho State University

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to gainrand@isu.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO Idaho State University as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO Idaho State University during the course of your relationship with Internet 2 OBO Idaho State University.