



**Memorandum of Understanding (MOU)  
Idaho State University and Lewis-Clark State College**

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

**Background**

LCSC and ISU intend to develop a collaboration to provide high-priority health programs ("Programs") for the Northern Idaho region. This MOU is intended to create an agreement whereby the Parties agree to collaborate in developing a cohort of ISU physician assistant students at LCSC facilities and explore collaboration in other areas of health professions education. Didactic curricula may be delivered locally and/or with synchronous online delivery. Dedicated placements would be identified throughout Northern Idaho for students to complete experiential (clinical) rotations required for the Program curriculum. Facilities suitable for the Programs' curricula, which meet accreditation standards, would be developed. Other agreements will be executed for specific programmatic needs such as local faculty, other personnel, facilities, budget allocation and distribution, and other financial arrangements. A collaboration between ISU and LCSC will benefit both parties by meeting the region's need for qualified healthcare workers and furthering both Parties' educational missions.

**Agreement**

**1. Mutual Responsibilities and Coordination.**

- a. **Cooperation.** The Parties shall cooperate in establishing a cohort of Physician Assistant students on the LCSC campus as well as other mutually agreeable programs that meet the needs of students and the goals of ISU and LCSC. Accreditation standards shall be understood and programmatic needs shall be met prior to placing students enrolled in ISU programs on the LCSC campus. The Parties agree to work together in identifying and implementing the following:
  - i. Identification of potential facilities
  - ii. Sharing business services
  - iii. Providing classroom technology
  - iv. Collaborating for startup expenses, infrastructure, and construction of physical plant, as necessary
  - v. Coordinating the recruitment of faculty, staff, and students
  - vi. Fundraising and grant applications to support program development and sustainability
- 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. **Governance Structure.** The Parties shall collaborate on developing a governance structure for the partnership that is consistent with the intent of this MOU and mutually agreed upon in writing by the Parties.
  - e. **Negotiate in Good Faith.** The Parties agree that they shall enter into good faith negotiations for the purpose of establishing any further legal agreements necessary to continue this collaborative relationship.
2. **Term.** The Agreement begins on full execution of this Agreement and shall continue for five (5) years. The Parties agree that at the end of year three (3) of this Agreement the parties will meet to review the Agreement and determine future steps including but not limited to: Renewing the existing Agreement, negotiating a future Agreement, reinvestment, personnel, facilities, or termination.
3. **Termination.** This Agreement may be terminated for the following reasons:
  - a. By mutual written consent of the parties.
  - 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.
  - c. Either party may terminate this Agreement with prior written notice if it determines a cancellation is in the best interest of public health or because any public health situation or government order, guideline, or action related to public health makes the performance of the Agreement impossible, reasonably impracticable, or frustrates the purpose of the Agreement.
  - d. ISU and LCSC are government entities and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the Parties beyond the term of any particular appropriation of funds by the State's Legislature. The Parties reserve the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Parties to continue such payments, or requires any return or "give-back" of funds required for the University to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. The terminating party shall provide the other party with the date the termination shall take effect. Each party shall be liable only for the payment, or prorated portion of that payment, owed to the other party, if any, as of the date of termination.



4. **Compliance with Laws.** The Parties agree to comply with any and all applicable Federal and State laws.
5. **Amendment.** Any change to this arrangement requires a written amendment that each Party's authorized signatory must sign.
6. **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 LCSC as outlined in this Agreement.
7. **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 non performing 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.
8. **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. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self- insurance mechanism will be reasonably provided to the other party upon request.
9. **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.
10. **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.
11. **Entire Agreement and Modification.** This Agreement represents the entire Agreement between the Parties and may not be altered, amended, or modified except in writing signed by all Parties.



12. **Financials.** All documents, invoices, monetary transactions between the parties shall follow accounting guidelines with any applicable state and federal laws.

*SIGNATURE PAGE TO FOLLOW*



**Idaho State  
University**

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.

**IDAHO STATE UNIVERSITY**

BY: *Kevin Satterlee*

NAME: Kevin Satterlee

TITLE: President

DATE: 12/22/2023

**LEWIS-CLARK STATE COLLEGE**

BY: *Cynthia Pemberton*

NAME: Cynthia Pemberton, Ed.D.

TITLE: President

DATE: 01/05/2024