



Memorandum of Understanding (MOU)
Between Idaho State University's Physical Therapy Department ("ISU") and
Student-Led Pro Bono Physical Therapy Club ("Club")
Meridian Campus

This Agreement is by and between the Idaho State University Physical Therapy Department ("ISU") and the Student-Led Pro Bono Physical Therapy Club ("Club"), collectively the "Parties". This Agreement takes effect on the date of the last signature below (the "Effective Date").

Background

- Idaho State University is a public research-based institution that advances scholarly and creative endeavors through academic instruction and the creation of new knowledge, research, and artistic works. The University fosters a culture of diversity and engages and impacts communities through partnerships and services.
- Idaho State University's Physical Therapy Department's mission is to prepare entry-level physical therapists who optimize human movement and function by providing educational opportunities in practice, service, and research.
- The Student-Led Pro Bono Physical Therapy Club's mission is to provide quality physical therapy services to underserved and underinsured individuals in both the Ada County and Bannock County areas, and to enhance the educational experiences of Idaho State University physical therapy students through service learning.
- The Parties desire to strengthen their community-based partnership by entering into an agreement by which the Idaho State University's Physical Therapy Department allows the Student-Led Pro Bono Physical Therapy Club access to the onsite physical therapy clinics for providing pro bono physical therapy services.
- The Parties agree this Agreement is mutually beneficial and is intended to strengthen the partnership of the Parties to advance their respective missions.

Agreement

1. Mutual Responsibilities and Coordination.

- a. **Cooperate.** The Parties shall cooperate in creating a mutually agreeable experience that meets the needs and goals of both the ISU Physical Therapy Department and the Student-Led Pro Bono Physical Therapy Club.
- b. **Nondiscrimination.** Each Party agrees it will not discriminate on the basis of race, creed, sex, sexual orientation, gender identity, national origin, disability, veteran status, 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.

2. ISU Physical Therapy Department's Responsibilities.

- a. Provide access to the onsite physical therapy clinics to the Student-Led Pro Bono Physical Therapy Club in accordance to the agreed upon hours and dates between both parties.
- b. Facilitate communication between the Parties, including:

- i. Notifying in writing the identity of the ISU Individual representative to the Student-Led Pro Bono Physical Therapy Club.
 - c. Inform ISU personnel of this Agreement and any applicable policies and procedures.
 - 3. Student-Led Pro Bono Physical Therapy Club Responsibilities.**
 - a. Comply with all ISU Policies and Procedures.
 - b. Inform and train the pro-bono club's personnel regarding ISU policies and procedures and their obligation to comply with those policies and procedures.
 - c. Facilitate communication between the Parties, including designating an individual representative to serve as a point of contact for matters relevant to this MOU.
 - i. Notify in writing the identity of the student-led pro bono physical therapy club individual representative to ISU.
 - ii. Provide a list of club members and outside volunteers authorized to take advantage of this Agreement.
 - d. Verify that volunteer Physical Therapists are appropriately licensed and in good standing within the State of Idaho to practice Physical Therapy including National Provider Identifier number.
 - e. Ensure that treatment occurs with supervision from a licensed Physical Therapist in compliance with the State Practice Act.
 - f. Appropriately safeguard Protected Health Information in conformance with any and all HIPAA rules and regulations.
 - g. Comply with agreed upon procedures for scheduling, creating, and maintaining patient records.
 - h. Comply with the Pro Bono clinic hours of operation as agreed upon by the parties, track those hours, and keep record of clinic hours.
 - i. Ensure that all volunteer participants have read and understand this MOU and the STUDENT VOLUNTEER HANDBOOK & STUDENT BOARD TRAINING MANUAL.
 - j. Ensure that all volunteer participants have read, understood, and signed the appropriate volunteer & facilities use Agreement.
 - k. Ensure that no minors shall be treated at the clinic.
 - l. Ensure that no patient treated at the clinic has any form of Medicaid, Medicare, or health insurance.
 - m. Ensure that before any patient is seen at the clinic that all agreed upon paperwork is filled out including: medical history, consent for treatment form, income verification form, and the verification form of no insurance.
 - n. Ensure that all treatment is done on a pro-bono or volunteer basis. No money or compensation shall be exchanged whatsoever.
 - o. Require that all members follow the rules and procedures outlined in the **"POCATELLO PRO BONO PHYSICAL THERAPY CLINIC STUDENT VOLUNTEER HANDBOOK & STUDENT BOARD TRAINING MANUAL"** or **"MERIDIAN PRO BONO PHYSICAL THERAPY CLINIC STUDENT VOLUNTEER HANDBOOK & STUDENT BOARD TRAINING MANUAL"**
- 4. Volunteer Status.**
 - a. Parties agree that any individual participating with the Student-Led Physical Therapy Pro Bono Clinic described in this Agreement are volunteers. All club members and outside volunteers must fill out an ISU Volunteer Services Agreement and facilities use agreement as designated by the ISU Physical Therapy Department. Parties acknowledge that anyone designated as an authorized volunteer shall be covered under Idaho State Universities

liability insurance and worker's compensation benefits while acting within the course and scope of the volunteer service agreement. The only way to ensure coverage is by having proof that the incident happened during designated Pro Bono hours as an authorized volunteer and providing proof to Idaho State University Risk Management..

5. Refusal.

- a. ISU retains a right for a good cause to refuse or revoke access to any of the student-run pro bono physical therapy club personnel or outside volunteers. Good cause shall include but is not limited to:
 - i. Non-compliance with ISU policies and procedures;
 - ii. Unprofessional or unethical behavior;
 - iii. Medical emergency
 - iv. Government or court orders, acts or omissions of government or military authority; acts of God; 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 ISU that frustrates or makes impossible the intent of the Agreement.

6. Effective Duration.

- a. **Term.** The Agreement term begins on the Effective Date and is continuous with automatic one-year renewals on each successive anniversary of the Effective Date.
- b. **Termination.** Each Party has a right at any time to terminate the Agreement subject to providing written notice to the other Party.

7. Immunities and Protections.

- a. Parties shall retain all of their immunities and protections under the Idaho Tort Claims Act (I.C. Section 6-901 *et seq.*) regarding the terms of this Agreement and any claims brought against either Party.

8. Amendment.

- a. Any change to this arrangement requires a written amendment that each Party's authorized signatory must sign.

9. Notice.

- a. 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 the ISU Physical Therapy Department and Student-Led Pro Bono Physical Therapy Club as outlined in this Agreement.

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 ("Effective Date").

Idaho State University Physical Therapy Department

Student-Run Pro Bono Physical Therapy Club

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Agreement invalid unless signed by all required parties.