

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – L
DATE: April 2-3, 2025

SUBJECT

USD Radiologic Technology Program Agreements

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

The University of South Dakota (USD) seeks to enter into agreements with the radiologic technology programs at Avera McKennan Hospital, Avera Sacred Heart Hospital, and Sanford Medical Center regarding the specialization in Radiologic Technology with USD's BS in Health Sciences program.

IMPACT AND RECOMMENDATION

The three agreements outline the terms and conditions for academic credit transfer and financial aid terms for students accepted to the radiologic technology programs.

ATTACHMENTS

- Attachment I – USD Agreement with Avera McKennan Hospital and University Health Center School of Radiologic Technology
- Attachment II – USD Agreement with Avera Sacred Heart Radiologic Technology Program
- Attachment III – USD Agreement with Sanford Medical Center (Sanford Radiography Program)

DRAFT MOTION 20250402_5-L:

I move to approve the University of South Dakota to finalize and execute the agreements between USD and Avera McKennan Hospital, Avera Sacred Heart Radiologic Technology, and Sanford Medical Center in substantially similar form to that set forth in Attachments I-III.

CONTRACTUAL ARRANGEMENT
Between
THE UNIVERSITY OF SOUTH DAKOTA
and the
AVERA MCKENNAN HOSPITAL AND UNIVERSITY HEALTH CENTER
SCHOOL OF RADIOLOGIC TECHNOLOGY
Regarding
Academic Credit Transfer and Financial Aid Terms
for the
Bachelor of Science in Health Sciences with Radiologic Technology Specialization

This CONTRACTUAL ARRANGEMENT is entered into by and between Avera McKennan d/b/a Avera McKennan Hospital and University Health Center School of Radiologic Technology (hereinafter RADIOLOGIC TECH PROGRAM) and the University of South Dakota (hereinafter USD).

WHEREAS, USD, which is accredited by The Higher Learning Commission, desires to place students in a Radiologic Technology environment for clinical experience,

and

WHEREAS, Avera McKennan Hospital and University Health Center, which is accredited by the Joint Commission and the RADIOLOGIC TECH PROGRAM, which is accredited by the Joint Review Committee on Education in Radiologic Technology (“JRCERT”), has agreed to affiliate and cooperate with the USD in granting the Bachelor of Science Degree in Health Sciences with a Specialization in Radiologic Technology.

NOW THEREFORE IT IS AGREED THAT:

I. PURPOSE OF CONTRACTUAL ARRANGEMENT

USD and the RADIOLOGIC TECH PROGRAM recognize that this CONTRACTUAL ARRANGEMENT exists for the following purposes:

A. To provide the student with the professional atmosphere in which he or she may be assisted to:

1. apply toward patient care that body of knowledge deemed necessary for the practice of radiologic technology;
2. correlate academic knowledge with the practice of radiologic technology;
3. relate to and interact with the total health care community of which all healthcare professions are important components;
4. develop entry level competence in management, education and professional skills appropriate to the practice of radiologic technology.

B. To provide the RADIOLOGIC TECH PROGRAM with the opportunity to:

1. contribute to the educational preparation of future Radiologic Technologists;
2. participate in continuing education meetings, conference, etc., with USD
3. keep abreast of advance in professional technology and clinical practices;

4. interest students in possible future employment.

C. To provide USD the benefit of:

1. availability of a professional field experience in Radiologic Technology;
2. utilization of off-site Radiology faculty and clinical staff with high levels of knowledge, background, and expertise;
3. access to a wide variety of state-of-the-art technology, RADIOLOGIC TECH PROGRAM supplies, and laboratory equipment.

II. GENERAL TERMS

A. Students from USD interested in attending the RADIOLOGIC TECH PROGRAM, shall submit applications for admission and shall be interviewed by the RADIOLOGIC TECH PROGRAM Officials. All students shall be subject to admission requirements prescribed by the RADIOLOGIC TECH PROGRAM.

B. The RADIOLOGIC TECH PROGRAM shall be free to accept students on a selective, non-discriminatory basis. The total number of qualified students is to be stipulated by the JRCERT to maintain accredited status. The maximum number of students to be accepted in any one year from all affiliated schools is 14.

C. USD students must apply for formal admission to the USD Radiologic Technology Specialization. Admission requirements are as follows: Completion of required USD coursework, acceptance into the RADIOLOGIC TECH PROGRAM, completion of all Health Affairs requirements, including all immunization requirements, and a successful background check.

D. Students entering the RADIOLOGIC TECH PROGRAM will have completed the coursework and minimum grade requirements required by USD prior to admission to the RADIOLOGIC TECH PROGRAM. The granting of a Bachelor of Science Degree in Health Sciences with a Specialization in Radiologic Technology after the RADIOLOGIC TECH PROGRAM clinical experience shall be awarded by USD. The granting of academic credit and baccalaureate degree by USD shall NOT be contingent upon the student passing any certifying exam.

E. Students must dual enroll.

F. The RADIOLOGIC TECH PROGRAM is approximately 24 months, with enrollment beginning the Tuesday after Labor Day and graduation commencing on the third Friday of August of the second year in the RADIOLOGIC TECH PROGRAM.

G. During the professional experience, the radiology students are expected to pay their own living and health insurance expenses.

H. Students are required to carry health insurance. USD School of Health Sciences and the RADIOLOGIC TECH PROGRAM are responsible for verifying health insurance upon entrance into the Radiography Program and Radiologic Technology Specialization. The RADIOLOGIC TECH PROGRAM is responsible for verifying continued health insurance coverage while in the RADIOLOGIC TECH PROGRAM.

I. Students are required to comply with health status requirements established by the RADIOLOGIC TECH PROGRAM policies. Students are required to comply with the University of South Dakota Health Affairs immunizations and background check requirements outlined in the USD Health Affairs Affiliation Agreement. Students are also responsible for following the administrative policies of the RADIOLOGIC TECH

PROGRAM, including, but not limited to, compliance with any privacy and confidentiality rules pursuant to the Health Insurance Portability and Accountability Act of 1996.

III. JOINT RESPONSIBILITIES

A. The RADIOLOGIC TECH PROGRAM Director and the USD Academic director will discuss curriculum effectiveness, proposed curriculum changes and matters of mutual concern.

B. This Arrangement shall be reviewed periodically by both parties but not less than once per year.

C. The RADIOLOGIC TECH PROGRAM hereby expressly agrees to indemnify and hold USD harmless from any and all damages to persons or property or from any other claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence of THE RADIOLOGIC TECH PROGRAM, or its employees, principals, agents, successors or assigns arising from or as a result of the performance of this Arrangement.

IV. THE UNIVERSITY OF SOUTH DAKOTA RESPONSIBILITIES

A. USD shall grant academic credit for satisfactory completion of each specific area of study during the clinical experience. Four terms of 12 credits for a total of 48 credits will transfer to USD from the Avera McKennan RADIOLOGIC TECH PROGRAM.

B. Students successfully completing all university and major requirements shall have or be awarded a Bachelor of Science in Health Sciences degree with a Specialization in Radiologic Technology upon completion of the RADIOLOGIC TECH PROGRAM'S requirements. USD will be solely responsible for the awarding of its baccalaureate degree.

C. Policies concerning USD's Academic Standards including pass/fail decisions, grading systems and other educational procedures and student health policies shall be as set forth in the USD catalog and South Dakota Board of Regents policies.

D. USD shall provide courses consistent with the prerequisites for the RADIOLOGIC TECH PROGRAM which satisfy the Standards of an Accredited Educational Program for Radiologic Technology as adopted by the JRCERT.

E. USD shall provide advising for students to include information necessary for application, criteria for admission, and policies of the RADIOLOGIC TECH PROGRAM.

F. USD shall maintain records on students enrolled in the RADIOLOGIC TECH PROGRAM.

G. Students from USD shall be accepted by the RADIOLOGIC TECH PROGRAM only after their transcripts have been evaluated as satisfactory by the Academic Director at USD and after the USD Registrar has certified that the students have fulfilled the requirements for entrance into the RADIOLOGIC TECH PROGRAM.

H. USD agrees that all students will be covered for activities in connection with this Arrangement by maintaining in force during the term of this Arrangement general liability and professional liability insurance coverage in appropriate amounts.

V. RADIOLOGIC TECH PROGRAM RESPONSIBILITIES

A. The RADIOLOGIC TECH PROGRAM shall provide a practical and didactic curriculum consistent with the requirements of the Standards of an Accredited Education Program for Radiologic Technology as adopted by JRCERT.

B. The RADIOLOGIC TECH PROGRAM shall provide teaching faculty to be responsible for the professional experience at the RADIOLOGIC TECH PROGRAM.

C. The Program Director of the RADIOLOGIC TECH PROGRAM shall plan and implement the curriculum and shall notify USD of proposed changes at least three months before they are implemented.

D. The RADIOLOGIC TECH PROGRAM shall establish performance criteria and shall notify USD if a student is not passing or fails to complete the RADIOLOGIC TECH PROGRAM.

E. The RADIOLOGIC TECH PROGRAM shall provide USD Academic Director with information about the Student Selection Procedure.

F. The RADIOLOGIC TECH PROGRAM shall provide the USD Academic Director a copy of the Student Policy Manual describing pass/fail criteria, grading and other evaluation procedures, student health policies, grievance procedure and appeal mechanism, and a general overview of curriculum in order to provide better advising for students.

G. After each academic year and at the completion of the professional training period, the RADIOLOGIC TECH PROGRAM shall submit to the USD Academic Director the USD Registrar the official transcript of course work signed by the Director of the RADIOLOGIC TECH PROGRAM . The RADIOLOGIC TECH PROGRAM Director must work with USD Instructor of Record to establish appropriate grades each semester. Semester grades for each USD course will be calculated based on the number of clock hours required for each course in the hospital program. The grading scale for USD courses will follow the A-F system used in all HSC prefix courses.

H. The RADIOLOGIC TECH PROGRAM shall extend institutional courtesy for facilities use privileges to the Academic Director at USD and the RADIOLOGIC TECH PROGRAM director shall have a courtesy clinical faculty appointment at USD. This appointment carries no salary, stipend, or other fiscal remuneration as a result of the Contractual Arrangement.

I. The RADIOLOGIC TECH PROGRAM has supervisory responsibility for students during the professional training period.

J. The RADIOLOGIC TECH PROGRAM agrees to assure USD that students formally accepted into the RADIOLOGIC TECH PROGRAM will be allowed to complete the RADIOLOGIC TECH PROGRAM. Written notice of the RADIOLOGIC TECH PROGRAM closing shall be sent to USD.

K. The RADIOLOGIC TECH PROGRAM shall have the right to terminate the use of any of its facilities by any student or USD faculty member for violation of RADIOLOGIC TECH PROGRAM regulations, procedures, and policies. The RADIOLOGIC TECH PROGRAM agrees that, except in emergency situations, the RADIOLOGIC TECH PROGRAM will not take action until the grievance or matter has been discussed between the affected student and/or faculty member and USD. However, the final decision shall be made by RADIOLOGIC TECH PROGRAM Administration.

L. The RADIOLOGIC TECH PROGRAM will maintain the confidentiality of any educational records pertaining to students and subject to the Family Education Rights and Privacy Act and received from USD or a

student. The RADIOLOGIC TECH PROGRAM cannot transfer to any third party or allow access to third parties to the educational record in violation of the Family Education and Rights Privacy Act. The RADIOLOGIC TECH PROGRAM agrees that it will maintain the confidentiality and privacy of those educational records pursuant to the Family Education Rights and Privacy Act.

M. The RADIOLOGIC TECH PROGRAM certifies that it has in place policies that protect USD students and employees from sexual harassment and discrimination while they are onsite during this Contractual Arrangement. The RADIOLOGIC TECH PROGRAM agrees to provide USD with copies of its non-discrimination and sexual harassment policies.

VI. TERMS OF THIS AGREEMENT

This Arrangement shall automatically renew on an annual basis, unless it is otherwise terminated in accordance with the terms of this Agreement.

USD makes no agreement to provide any specific number of students to the RADIOLOGIC TECH PROGRAM, nor does the RADIOLOGIC TECH PROGRAM agree to accept any specific number of students from USD into the RADIOLOGIC TECH program.

It is understood and agreed that the Parties hereto may mutually revise or modify this Agreement by written amendment properly.

Both Parties reserve the right to terminate the Agreement with ninety days prior written notice. Any students participating in the RADIOLOGIC TECH PROGRAM field experience shall be allowed to finish said experiences to obtain a Bachelor of Science in Health Sciences Degree with a Specialization in Radiologic Technology from USD.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State and the University of South Dakota. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

Financial Aid Terms

- A. USD students participating in the RADIOLOGIC TECH Program will remain enrolled at USD. The University of South Dakota will report enrollment information for the students to National Student Loan Clearinghouse.
- B. USD students will earn academic credit for coursework completed at the RADIOLOGIC TECH Program in accordance with the terms of this contractual arrangement.
- C. The coursework at the RADIOLOGIC TECH Program will be considered part of the student's eligible program at USD.
- D. USD will provide enrolled and prospective students with a description of the written arrangement which has been entered into with the RADIOLOGIC TECH Program which includes:
- a. The curriculum offerings for the coursework provided by the RADIOLOGIC TECH Program.
 - b. The method of delivery of that part of the program offered at the RADIOLOGIC TECH Program.
 - c. The costs student may incur by enrolling in the RADIOLOGIC TECH Program.
- E. USD will be responsible for financial aid for the students attending the RADIOLOGIC TECH Program. USD will perform the financial aid processing and disbursing functions, will be responsible for maintaining information on Title IV eligibility for students attending the RADIOLOGIC TECH Program, and will maintain Title IV recordkeeping and reporting requirements.
- F. USD will perform satisfactory academic progress calculations on the students after each academic year.
- G. USD will make available required student consumer information to students attending the RADIOLOGIC TECH Program.
- H. The RADIOLOGIC TECH Program will inform USD of all costs of students enrolled at the RADIOLOGIC TECH Program in order for USD to provide enrolling students and prospective students with a realistic view of costs they will incur.
- I. The RADIOLOGIC TECH Program will notify USD immediately if a student withdraws or stops attending the RADIOLOGIC TECH Program and will provide the withdrawal date in order for USD to perform the Federal Return of Title IV Funds calculation.
- J. The RADIOLOGIC TECH Program will notify USD of any financial aid awarded to USD students from the RADIOLOGIC TECH Program.
- K. The RADIOLOGIC TECH Program will provide and send an academic transcript to USD for each student each academic year and upon completion of the program.
- L. The RADIOLOGIC TECH Program attests that it has not:
- a. had its eligibility to participate in the Title IV, HEA programs terminated by the Secretary;
 - b. voluntarily withdrawn from participation in Title IV, HEA programs under a termination, show-cause, suspension or similar type proceeding;
 - c. had its certification to participate in Title IV, HEA programs revoked by the Secretary;
 - d. had its application for re-certification to participate in the Title IV, HEA programs denied by the Secretary; or
 - e. had its application for certification to participate in the Title IV, HEA programs denied by the Secretary.

All matters relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the state of South Dakota. All legal actions initiated with respect to or arising from this Agreement or any provision contained therein shall be initiated, filed and venued solely and exclusively in the State of South Dakota District Court located in the City of Sioux Falls, County of Minnehaha, State of South Dakota.

In WITNESS WHEREOF the parties have caused this Agreement to be duly executed intending to be bound thereby.

Signatures:

Avera McKennan d/b/a Avera McKennan Hospital and University Health Center School of Radiologic Technology:

Susan Pritchard, Program Director
Avera McKennan School of Radiologic Technology

Date

Ronald J. Place, MD, President and CEO
Avera McKennan Hospital and University Health Center

Date

The University of South Dakota:

Haifa Samra, Dean of Health Sciences
University of South Dakota

Date

Sheila K. Gestring, President
University of South Dakota

Date

CONTRACTUAL ARRANGEMENT

Between

**THE UNIVERSITY OF SOUTH DAKOTA
and the
SACRED HEART HEALTH SERVICES d/b/a
AVERA SACRED HEART HOSPITAL
RADIOLOGIC TECHNOLOGY PROGRAM
Regarding
Academic Credit Transfer and Financial Aid Terms
for the**

Bachelor of Science in Health Sciences with Radiologic Technology Specialization

This Agreement is entered into by and between Sacred Heart Health Services d/b/a Avera Sacred Heart Hospital (“Hospital”) and the University of South Dakota (“USD”). The Hospital, which is accredited by the Joint Commission (“JC”), operates a Radiologic Technology Program (“Radiologic Tech Program”) which is accredited by JC’s Joint Review Committee on Education in Radiologic Technology (JRCERT). USD, accredited by The Higher Learning Commission, offers a curriculum that allows students to be eligible for application to the Radiologic Tech Program. Upon completion of a specific curriculum, USD may grant a Bachelor of Science Degree in Health Sciences with a Specialization in Radiologic Technology.

The purpose of this Arrangement is to memorialize the affiliation between the Hospital and USD in the provision of educational opportunities and financial and administrative services to students studying the radiological sciences.

Therefore, the parties mutually agree to the following terms and conditions:

I. General Provisions:

- A. The Hospital retains absolute control and responsibility for the operation of the Radiologic Tech Program, and USD retains absolute control and responsibility for its curriculum. Nothing in this Arrangement shall be construed to guarantee the continued operation of the Radiologic Tech Program or of USD’s curriculum.
- B. The Hospital and USD faculty shall hold meetings at mutually agreeable times to:
 - 1. Evaluate the current effectiveness of the curriculum for the Radiologic Tech Program.
 - 2. Discuss any potential changes to the curriculum of the Radiologic Tech Program.
 - 3. Discuss any other areas of mutual concern regarding the Radiologic Tech Program.

The parties agree to hold these meetings with the goal of maintaining and improving the quality of the Radiologic Technology Program for the benefit of the students and the healthcare community.

- C. Notification of all curriculum changes at either the Hospital and/or USD will be provided to the Radiologic Tech Program Director and academic director of USD. All curriculum changes must meet the standards and policies of the Hospital, USD, and JRCERT.
- D. Both the Hospital and USD will maintain all necessary accreditation requirements.
- E. Both the Hospital and USD will maintain the confidentiality of any educational records pertaining to students and subject to the Family Education Rights and Privacy Act (FERPA).
- F. To be eligible to apply for admission into the Radiologic Tech Program, USD students must have completed the coursework and minimum grade requirements required by the USD. USD must certify that the applicant has fulfilled the USD requirements for entrance into the Radiologic Technology Specialization. Furthermore, USD students must meet all other eligibility requirements for the Radiologic Tech Program. The Hospital shall provide information to USD in order for USD to be able to advise its students about the Radiologic Tech Program.
- G. USD students may apply for admission to the Radiologic Tech Program, and at the Hospital's request, may be interviewed by the Admissions Committee of the Radiologic Tech Program. Application materials may be obtained from the Hospital's Radiologic Tech Program Director. All students shall be subject to admission requirements of the Hospital Radiologic Tech Program, as well as USD admission requirements to the Radiologic Technology Specialization. Upon acceptance into the Hospital Radiologic Tech Program, the Hospital Program Director will provide USD with written proof of admission.
- H. The Hospital does not guarantee that any student from USD will be accepted into the Radiologic Tech Program. Rather, the Hospital is free to accept eligible applicants from any educational institution of its choosing. USD does not agree to provide any specific number of applicants to the Radiologic Tech Program.
- I. USD students must apply for formal admission to the USD Radiologic Technology Specialization. Admission requirements are as follows: Completion of coursework required by USD, acceptance into the Radiologic Tech Program, completion of all Health Affairs requirements, including all immunization requirements, and a successful background check.
- J. Students accepted into the Radiologic Tech Program must dual enroll.

- K. Students enrolled in the Radiologic Tech Program are responsible for their own lodging and other personal expenses.
- L. Students are required to purchase the Accident Policy provided through the Hospital. Students are required to carry health insurance. USD School of Health Sciences and the Radiologic Tech Program are responsible for verifying health insurance upon entrance into the Radiography Program and Radiologic Technology Specialization. The Radiologic Tech Program is responsible for verifying continued health insurance coverage while in the Radiologic Tech Program.
- M. USD students are required to comply with health status requirements established by the Hospital. Students accepted by the Radiologic Tech Program are required to have a criminal background check, drug screen check, and a health assessment. These are provided by the Hospital at no cost to the student. Students are required to comply with the University of South Dakota Health Affairs immunizations and background check requirements outlined in the USD Health Affairs Affiliation Agreement.
- N. USD students must comply with all of the Hospital's policies and procedures, including but not limited to the following:
- 1) Students will undergo eight hours of hospital orientation training including mission, goals, philosophy, vision, values, customer service, infection control, workplace injuries, back safety, HIPAA, benefits, corporate compliance, and environment of care.
 - 2) Students will act in accordance with the Hospital's Corporate Compliance Radiologic Tech Program Policy, a copy of which is available from the Hospital.
 - 3) Students will follow the Hospital's Code of Conduct, a copy of which is available from the Hospital.
- O. USD students participating in the Radiologic Tech Program are not guaranteed employment at the Hospital after they complete the Program.
- P. The Hospital retains the right to terminate any USD student at any time for any violation of Hospital policies or for any other reason. USD retains the right to terminate any Radiologic Tech Program participant enrolled as a student at USD at any time for any violation of USD's policies or for any other reason. The Hospital and USD agree that action for the dismissal of a student will not take place until the grievance has been discussed between both parties. However, the final decision shall be made by the Hospital.
- Q. Both Hospital and USD certify that neither they, their directors, officers, agents, or employees are excluded, debarred, suspended, or otherwise ineligible to participate in any federal reimbursement programs, or have been convicted, under federal or state

law, of a criminal offense related to (i) the neglect or abuse of a patient, or (ii) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under the Medicare or Medicaid programs. Both the Hospital and USD also agree that if either party becomes ineligible to participate in any of the previously listed programs, it will immediately notify the other entity. This Agreement shall be terminated immediately if the Hospital or USD becomes ineligible under any of these programs.

II. Hospital Responsibilities:

- A. The Hospital shall provide the USD academic director with information regarding the selection of students by the Admissions Committee.
- B. The Hospital shall provide the USD academic director information regarding pass/fail criteria, grading system and other evaluation procedures, student health policies, grievance procedures and appeal mechanism, and a general overview of curriculum in order for USD to provide better advising for its students.
- C. The Hospital shall provide a practical and didactic curriculum and qualified teaching faculty consistent with the requirements of the Standards of an Accredited Education Radiologic Tech Program for the Radiologic Technologists as adopted by JRCERT.
- D. The Hospital shall establish performance criteria for the Radiologic Tech Program and notify the USD if a USD student is not passing or fails to complete the Radiologic Tech Program. The Hospital must work with USD Instructor of Record to establish appropriate grades each semester.
- E. The Hospital shall send USD the student's official transcript from the Radiologic Tech program annually. Upon completion of the student's participation in the Radiologic Tech Program, the Hospital will award the student the Certificate of Completion for eligibility for ARRT National Board Registry Examination.
- F. The Hospital agrees to assure the USD that students formally accepted into the Radiologic Tech Program and in good standing will be allowed to complete the Radiologic Tech Program if the Radiologic Tech Program closes. Written notice of Radiologic Tech Program closing will be sent to USD.

III. USD Responsibilities:

- A. USD will handle all financial aid transactions for students enrolled through the USD. Students wishing to obtain a Bachelor of Science Degree and financial and administrative services must be accepted through USD. The USD will administer Financial Aid to those students who meet the criteria.

- B. USD agrees that all students will be covered for activities in connection with this Agreement by maintaining in force during the term of this Agreement general liability and professional liability insurance coverage in appropriate amounts.
- C. USD shall appoint a liaison who shall serve as a point of communication for the Radiologic Tech Program Director and provide advising for the students to include information necessary for application, criteria for admission and policies of the Radiologic Tech Program. The RADIOLOGIC TECH PROGRAM director shall have a courtesy clinical faculty appointment at USD. This appointment carries no salary, stipend, or other fiscal remuneration as a result of the Contractual Arrangement.
- D. Policies concerning USD's Academic Standards including pass/fail decisions, grading systems and other educational procedures and student health policies shall be as set forth in the USD catalog and South Dakota Board of Regents policies.
- E. USD shall grant academic credit to USD students for the Radiologic Tech Program. Semester grades for each USD course will be calculated based on the number of clock hours required for each course in the hospital program. The grading scale for USD courses will follow the A-F system used in all HSC prefix courses. USD will award a baccalaureate degree upon successful completion of the Radiologic Tech Program and upon meeting all requirements of both USD and the Radiologic Tech Program. The granting of academic credit and baccalaureate degree by the USD shall NOT be contingent upon the student passing any certifying examination.
- F. USD agrees to assure the Hospital that students formally accepted into the Radiologic Tech Program and in good standing will be allowed to complete the Radiologic Tech Program and USD will award the baccalaureate degree if USD terminates the affiliation agreement. Written notice of termination of affiliation agreement will be sent to Hospital.

IV. Financial Aid Terms

- A. USD students participating in the RADIOLOGIC TECH Program will remain enrolled at USD. The University of South Dakota will report enrollment information for the students to National Student Loan Clearinghouse
- B. USD students will earn academic credit for coursework completed at the RADIOLOGIC TECH Program in accordance with the terms of this contractual arrangement.
- C. The coursework at the RADIOLOGIC TECH Program will be considered part of the student's eligible program at USD.
- D. USD will provide enrolled and prospective students with a description of the written arrangement which has been entered into with the RADIOLOGIC TECH Program which includes:

- a. The curriculum offerings for the coursework provided by the RADIOLOGIC TECH Program.
 - b. The method of delivery of that part of the program offered at the RADIOLOGIC TECH Program.
 - c. The costs student may incur by enrolling in the RADIOLOGIC TECH Program.
- E. USD will be responsible for financial aid for the students attending the RADIOLOGIC TECH Program. USD will perform the financial aid processing and disbursing functions, will be responsible for maintaining information on Title IV eligibility for students attending the RADIOLOGIC TECH Program, and will maintain Title IV recordkeeping and reporting requirements.
- F. USD will perform satisfactory academic progress calculations on the students after each academic year.
- G. USD will make available required student consumer information to students attending the RADIOLOGIC TECH Program.
- H. The RADIOLOGIC TECH Program will inform USD of all costs of students enrolled at the RADIOLOGIC TECH Program in order for USD to provide enrolling students and prospective students with a realistic view of costs they will incur.
- I. The RADIOLOGIC TECH Program will notify USD immediately if a student withdraws or stops attending the RADIOLOGIC TECH Program and will provide the withdrawal date in order for USD to perform the Federal Return of Title IV Funds calculation.
- J. The RADIOLOGIC TECH Program will notify USD of any financial aid awarded to USD students from the RADIOLOGIC TECH Program.
- K. The RADIOLOGIC TECH Program will provide and send an academic transcript to USD for each student each academic year and upon completion of the program.
- L. The RADIOLOGIC TECH Program attests that it has not:
- a. had its eligibility to participate in the Title IV, HEA programs terminated by the Secretary;
 - b. voluntarily withdrawn from participation in Title IV, HEA programs under a termination, show-cause, suspension or similar type proceeding;
 - c. had its certification to participate in Title IV, HEA programs revoked by the Secretary;
 - d. had its application for re-certification to participate in the Title IV, HEA programs denied by the Secretary; or
 - e. had its application for certification to participate in the Title IV, HEA programs denied by the Secretary.

V. Term and Termination:

- A. This Arrangement shall automatically renew on an annual basis unless it is otherwise terminated in accordance with the terms of this Agreement. Both Parties reserve the right to terminate the Agreement with ninety days prior written notice.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State and the University of South Dakota. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

- B. This Arrangement shall be governed by the laws of the State of South Dakota.
- C. The rights and obligations associated with this Agreement cannot be assigned without the express written consent of both parties.
- D. All notices associated with this Arrangement shall be given by personal delivery or registered or certified mail and shall be addressed to the parties as indicated below:

Hospital:

Anessa Van Osdel, MA, RT(R)(M)
 Director School of Radiologic Tech
 Avera Sacred Heart Hospital
 501 Summit
 Yankton, SD 57078

USD:

Beth Freeburg, PhD
 Associate Provost
 University of South Dakota
 414 E. Clark Street
 Vermillion SD, 57069

- E. This Agreement constitutes the full and complete Agreement between the parties regarding the subject matter of this Agreement and shall not be modified except by written instrument signed by each of the parties.
- F. In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in full force and effect.

The parties have executed this agreement on the date(s) indicated below.

Signatures:

Douglas R. Ekeren, President & CEO
Avera Sacred Heart Hospital

Date

Lindsay Flannery, VP Patient Care Services
Avera Sacred Heart Hospital

Date

Anessa Van Osdel, Director School Rad Tech
Avera Sacred Heart Hospital

Date

Haifa Samra, Dean of Health Sciences
University of South Dakota

Date

Sheila K. Gestring, President
University of South Dakota

Date

CONTRACTUAL ARRANGEMENT**Between****THE UNIVERSITY OF SOUTH DAKOTA
and the
SANFORD MEDICAL CENTER (SANFORD RADIOGRAPHY PROGRAM)****Regarding
Academic Credit Transfer and Financial Aid Terms
for the
Bachelor of Science in Health Sciences with Radiologic Technology Specialization****General Terms.**

- A. To be qualified for the Radiography Program at Sanford (“Sanford Radiography Program”), students must have completed all the course requirements (72 Credits) toward the bachelor’s degree in health sciences at the University of South Dakota with a minimum grade point average of 2.5 prior to the start of the Sanford Radiography Program.
- B. Students from the University of South Dakota interested in participating in the Sanford Radiography Program shall submit applications for admission and shall be interviewed by the Sanford Radiography Program Officials. All students shall be subject to admission requirements prescribed by the Sanford Radiography Program.
- C. The Sanford Radiography Program shall be free to accept students on a selective, non-discriminatory basis. The total number of qualified students is to be stipulated by the JRCERT to maintain accredited status. The maximum number of students to be accepted in any one year from all affiliated schools is to be fourteen (14).
- D. Students must apply for formal admission to the USD Radiologic Technology Specialization. Admission requirements are as follows: Completion of USD course requirements, acceptance into the Sanford Radiography Program, completion of all Health Affairs requirements, including all immunization requirements, and a successful background check.

- E. The Sanford Radiography Program shall be 24 months in length.
- F. During their participation in the Sanford Radiography Program, students are expected to pay their own living and health insurance expenses. Students are required to carry health insurance. USD School of Health Sciences and the Sanford Radiography Program are responsible for verifying health insurance upon entrance into the Radiography Program and Radiologic Technology Specialization. The Sanford Radiography program is responsible for verifying continued health insurance coverage while in the radiography program.
- G. Students are required to comply with health status requirements established by the Sanford Radiography Program policies and the University of South Dakota Health Affairs immunization and background check requirements outlined in the USD Health Affairs Affiliation Agreement. Students are also responsible for the following administrative policies of the Sanford Radiography Program, including, but not limited to, compliance with any privacy and confidentiality rules pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- H. Students must dual enroll.

Joint Responsibilities.

- A. Meetings of appropriate faculty members, the USD Health Sciences Program Director and the Sanford Radiography Program Officials shall be held at least annually to discuss current curriculum effectiveness, proposed curriculum changes and matters of mutual concern.
- B. This arrangement shall be reviewed periodically by both parties, but in no event less than once per year.
- C. The parties shall comply with the student financial aid terms set forth on Exhibit A.
- D. Both parties reserve the right to terminate the contractual arrangement with ninety days' prior written notice. Any students participating in the Sanford Radiography Program shall be allowed to finish the radiography program to obtain a Bachelor of Science in Health Sciences Degree with a Specialization in Radiologic Technology from the University of South Dakota.
- E. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State and the University of South Dakota. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

University of South Dakota Responsibilities.

- A. The University of South Dakota shall grant academic credit for satisfactory completion of each specific area of study during the Sanford Radiography Program. Four terms of 12 credits for a total of 48 credits will transfer to USD from the Sanford Radiography Program. The granting of academic credit by the University of South Dakota for completion of the Sanford Radiography Program shall not be contingent upon the student passing any certifying examination.
- B. Students successfully completing all USD BS in Health Sciences and Sanford Radiography Program requirements will be awarded a Bachelor of Science in Health Sciences with a Specialization in Radiologic Technology. The granting of the degree and specialization will not be contingent upon the student passing any certifying exam.
- C. Policies concerning the University of South Dakota's academic standards, including pass/fail decisions, grading systems, and other educational procedures and student health policies shall be as set forth in the University of South Dakota catalog and South Dakota Board of Regents policies.
- D. The University of South Dakota shall extend institutional courtesy for facilities use privileges to the Sanford Radiography Program Director, and he/she shall have a courtesy clinical faculty appointment with the University of South Dakota. It is understood that this appointment carries with it no salary, stipend, or other fiscal remuneration as a result of this appointment.
- E. The University of South Dakota shall provide courses consistent with the prerequisites for the Sanford Radiography Program and which satisfy the Standards for an Accredited Educational Program in Radiography as adopted by JRCERT.
- F. The University of South Dakota shall provide students with information necessary for application to the Sanford Radiography Program, including criteria for admission and student policies, and shall also provide career counseling for the student.
- G. The University of South Dakota shall maintain records on students enrolled in the Sanford Radiography Program.
- H. Students from the University of South Dakota shall be accepted into the Sanford Radiography Program only after their transcripts have been evaluated as satisfactory by the Academic Director at USD and after the USD Registrar has certified that the students have fulfilled the requirements for entrance into the Sanford Radiography Program.
- I. USD agrees that all students will be covered for activities in connection with this Arrangement by maintaining in force during the term of this Arrangement general liability and professional liability insurance coverage in appropriate amounts.

Sanford Responsibilities.

- A. The Sanford Radiography Program shall provide a practical and didactic curriculum consistent with the requirements of the Standards for an Accredited Educational Program in Radiography as adopted by JRCERT. Sanford will assure that the Radiography Program meets all accreditation requirements of the Standards of an Accredited Radiologic Technology Program as adopted by JRCERT and will maintain their JRCERT accreditation.
- B. Sanford shall provide teaching faculty to be responsible for the Sanford Radiography Program.
- C. The Sanford Radiography Program Director shall plan and implement the Program curriculum and shall notify the University of South Dakota of proposed changes at least three months before they become effective.
- D. Sanford shall establish performance criteria and shall notify the University of South Dakota if a student is not passing or fails to complete the Sanford Radiography Program. The Sanford Radiography Program must work with USD Instructor of Record to establish appropriate grades each semester. Semester grades for each USD course will be calculated based on the number of clock hours required for each course in the hospital program. The grading scale for USD courses will follow the A-F system used in all HSC prefix courses.
- E. Sanford shall provide the University of South Dakota Academic Director with information regarding the Student Selection Procedure.
- F. Sanford shall provide the University of South Dakota Academic Director a copy of the Student Policy Manual describing pass/fail criteria, grading and other evaluation procedures, student health policies, grievance procedure and appeals mechanism and a general overview of curriculum in order to provide better advising for students.
- G. At the completion of each academic year and at the completion of the Sanford Radiography Program, Sanford shall submit to the USD Academic Director and/or Registrar the official transcript of coursework signed by the Sanford Radiography Program Director.
- H. Sanford has supervisory responsibility for Sanford Radiography Program students while at Sanford.
- I. Sanford shall maintain appropriate safety procedures including those related to universal precautions, infection control, use of equipment, and the storage and use of any hazardous materials. This information, as well as information regarding Sanford's administrative policies, standards and practices relevant to the clinical placement, shall be reviewed during the orientation of each student.

- J. Sanford shall provide and maintain professional liability and general comprehensive liability insurance (or comparable coverage under a program of self-insurance) for all USD students enrolled in the Sanford Program, but only for liability arising out of the performance of, or failure to perform duties relating to such training program.
- K. Sanford will maintain the confidentiality and privacy of any educational records pertaining to students pursuant to the Family Education Rights and Privacy Act (FERPA). Sanford cannot transfer to any third party or allow a third party to have access to a student's record without the written request or permission of the student.
- L. Sanford certifies that it has in place policies that protect Sanford students and employees from sexual harassment and discrimination while they are onsite during this contractual arrangement. Sanford agrees to provide USD with copies of its non-discrimination and sexual harassment policies, upon request.
- M. Subject to students continuing to meet Sanford Radiography Program criteria and the University of South Dakota's performance of obligations under this contractual arrangement, Sanford agrees to cooperate with USD to assist students participating in the Sanford Radiography Program to complete the Sanford Radiography Program. Written notice of Sanford Radiography Program closing shall be sent to the University of South Dakota.
- N. Sanford has the right to immediately terminate the use of any of its facilities by any student for violation of Sanford's rules, regulations, procedures, and policies in the event that said violation negatively impacts patient care or is deemed emergent in nature. For any other violations, Sanford agrees to consult with University of South Dakota Academic Director, involved faculty and the student before removing a student from the Sanford Radiography Program. However the final decision regarding student dismissal from the Sanford Radiography program shall be made by Sanford's administration.

[Signature Page to Follow]

The parties have executed this agreement on the date(s) indicated below.

Signatures:

Sanford Medical Center:

Emily Pociask
Program Director
Sanford School of Radiologic Technology

Date

Rachel Wagemann
Vice President, Operations
Sanford Medical Center

Date

The University of South Dakota:

Haifa Samra, Dean of Health Sciences

Date

Sheila K. Gestring, President

Date

Exhibit A**Financial Aid Terms**

- A. USD students participating in the Sanford Radiography Program will remain enrolled at USD. The University of South Dakota will report enrollment information for the students to National Student Loan Clearinghouse.
- B. USD students will earn academic credit for coursework completed at the Sanford Radiography Program in accordance with the terms of this contractual arrangement.
- C. The coursework at the Sanford Radiography Program will be considered part of the student's eligible program at USD.
- D. USD will provide enrolled and prospective students with a description of the written arrangement which has been entered into with the Sanford Radiography Program which includes:
 - a. The curriculum offerings for the coursework provided by the Sanford Radiography Program.
 - b. The method of delivery of that part of the program offered at the Sanford Radiography Program.
 - c. The costs student may incur by enrolling in the Sanford Radiography Program.
- E. USD will be responsible for financial aid for the students attending the Sanford Radiography Program. USD will perform the financial aid processing and disbursing functions, will be responsible for maintaining information on Title IV eligibility for students attending the Sanford Radiography Program, and will maintain Title IV recordkeeping and reporting requirements.
- F. USD will perform satisfactory academic progress calculations on the students after each academic year.
- G. USD will make available required student consumer information to students attending the Sanford Radiography Program.
- H. The Sanford Radiography Program will inform USD of all costs of students enrolled at the Sanford Radiography Program in order for USD to provide enrolling students and prospective students with a realistic view of costs they will incur.
- I. The Sanford Radiography Program will notify USD immediately if a student withdraws or stops attending the Sanford Radiography Program and will provide the withdrawal date in order for USD to perform the Federal Return of Title IV Funds calculation.
- J. The Sanford Radiography Program will notify USD of any financial aid awarded to USD students from the Sanford Radiography Program.
- K. The Sanford Radiography Program will provide and send an academic transcript to USD for each student each academic year and upon completion of the program.
- L. The Sanford Radiography Program attests that it has not:
 - a. had its eligibility to participate in the Title IV, HEA programs terminated by the Secretary;

- b. voluntarily withdrawn from participation in Title IV, HEA programs under a termination, show-cause, suspension or similar type proceeding;
- c. had its certification to participate in Title IV, HEA programs revoked by the Secretary;
- d. had its application for re-certification to participate in the Title IV, HEA programs denied by the Secretary; or
- e. had its application for certification to participate in the Title IV, HEA programs denied by the Secretary.