MEMORANDUM OF AGREEMENT ASSOCIATE OF APPLIED SCIENCE RADIOLOGIC TECHNOLOGY PROGRAM AND/OR CERTIFICATE OF APPLIED-SCIENCE ULTRASOUND TECHNOLOGY PROGRAM

This Memorandum of Agreement constitutes a contract between Roundup Memorial Healthcare and Montana State University-Billings, City College of Billings, Montana, hereinafter called "CC" for the purpose of jointly conducting the clinical experiences in the radiologic technology program.

This agreement will be deemed automatically renewed on a year-to-year basis for successive terms of 12 months from and after the expiration of the initial terms hereof unless either party shall give written notice to the other that this agreement be terminated. To be effective, such notice must be given not less than 120 days in advance of the date specified in the written notice.

This agreement will be in force and effect during the normal academic year commencing Spring of 2022 and includes summers and shall be reviewed on an annual basis.

The attached document, entitled Responsibilities of Roundup Memorial Healthcare and the MSU Billings City College is hereby agreed to as a part of this contract.

The signatures affixed below have been duly authorized by the participating agencies involved.

AUTHORIZED SIGNATURES

APPROVED FOR: City College MSU Billings 4/13/2022 Victor White, Ph.D. MSUB City College Radiologic Tech. Director DocuSigned by: Date: 4/13/2022 Vicki Trier Vicki NEAPTEP, Ph.D. MSUB City College Dean DocuSigned by: Ву Date: 4/16/2022 Sepelir Eskandari Sepent Eskandari, Ph.D. MSUB Provost APPROVED FOR: Roundup Memorial Healthcare Ву Roundup emorial Healthcare CEO

RESPONSIBILITIES OF ROUNDUP MEMORIAL HEALTHCARE AND MONTANA STATE UNIVERSITY-BILLINGS CITY COLLEGE

ROUNDUP MEMORIAL HEALTHCARE WILL:

- 1. Permit the Radiologic Technology Instructors and Ultrasound Technology Instructors to have access to facilities consistent with normal operation and with the instructors' responsible for classroom theory related to clinic operations during observational/preceptorship/ clinic/externship experiences.
- 2. Report any disciplinary problems relating to students to the Radiologic Technology/Ultrasound Technology Instructors. It is understood that the instructor in turn will report such violations to the Dean of the MSU Billings City College for final disposition
- 3. Delegate to MSU Billings the issuing of all publicity releases concerning the students and this facility.
- 4. Designate a liaison person to work and communicate with MSU Billings City College faculty to insure coordinated high-quality training.
- Provide an RT(R) to be a clinical coordinator for Radiologic Technology students and an US Trained RN and/or an ARDMS or ARRT (S) employee to serve as the Ultrasound Technology Clinical Coordinator.
- 6. <u>Student Supervision</u>. All Radiologic **Technology/Ultrasound** Technology students will be supervised by an RT (R) and/or US Trained RN and/or an ARDMS or ARRT (S) at all times while serving as a student at the clinical site.

There must be at a minimum of one technologist for each student at the facility.

All radiography and ultrasound technology students shall have the appropriate supervision during clinical education at all times. The level of supervision will be determined by the completion of competency evaluations of the students. All students must have direct supervision for every procedure performed until a successful competency evaluation has been achieved.

Upon successful completion of a competency evaluation, students may perform procedures under indirect supervision.

All repeat radiographs or ultrasound examinations must be directly supervised regardless of the student's level of competency.

Students must have all radiographic and ultrasound images approved and documented by a qualified certified technologist US Trained RN and/or ARDMS and/or ARRT (S) before those radiographic or ultrasound images are sent to the radiologist for diagnosis.

<u>Direct supervision</u> is defined as a student under the following parameters:

a. A qualified radiographer/sonographer reviews the procedure in relation to the student's achievement.

- b. A qualified radiographer/sonographer evaluates the condition of the patient in relation to the student's knowledge
- c. A qualified radiographer/sonographer is present <u>during</u> the conduct of the procedure.
- d. A qualified radiographer/sonographer reviews the procedure and images with the student and approves the procedure
- e. A qualified radiographer/sonographer is present <u>during</u> the student performance of any repeat of any unsatisfactory radiograph/ultrasound image.

Indirect supervision is defined as that supervision provided by a qualified radiographer/sonographer immediately available to assist students regardless of the level of student achievement. Immediately available is interpreted as the presence of a qualified radiographer/sonographer adjacent to the room or location where a radiographic or ultrasound procedure is being performed. It does NOT mean that the radiographer/sonographer is available by phone or pager. This availability applies to all areas where ionizing radiation equipment and non-ionizing ultrasound equipment is in use.

Supervision: Repeat Exposure

Whenever an image (Radiographic or Ultrasound) must be repeated for any reason, it shall only be competed in the presence of and with direct supervision by a licensed, registered radiographer IIE: RT (R) I, an US Trained RN, and/or an ARDMS or ARRT (S) individual.

MSU BILLINGS CITY COLLEGE WILL:

- 1. Employ qualified Radiologic Technology/Ultrasound Technology Instructors who will be responsible for conducting the instructional phase of this program.
- 2. Provide training and support to clinical coordinator.
- 3. Furnish the administrative, supervisory, and clerical personnel needed for proper implementation of this program. All the aforementioned administrative, instructional, supervisory and clerical personnel shall be employees of MSU Billings, State of Montana, in every aspect. MSU Billings through the state shall remain responsible for payment of wages or salary, all deductions and payments based on salary, including state and federal income taxes, FICA, unemployment insurance, and payment for all costs of such and other employee benefits as appropriate according to state statute and policies.
- 4. Provide access to instructor(s) while students are in observational, preceptorship, externship, or clinic experiences.

- 5. Provide insurance coverage against professional liability for its' students with limits of not less than \$1,000,000/\$3,000,000. Copies of such insurance policies or Associates of insurance coverage shall be furnished to Roundup Memorial Healthcare by MSU Billings CC, together with endorsements or other agreements from the insurer agreeing that such coverage will not be cancelled without prior written notification thereof to Roundup Memorial Healthcare,
- 6. Assume responsibility for maintaining discipline of all students. Any errors or incidents in which a student has been involved will be promptly reported to MSUB CC according to established policies.
- Assure that students have access to reference books, instructional equipment and supplies and the various record-keeping forms needed for the program.
- Provide a suitable curriculum for the Radiologic Technology/Ultrasound Technology training program as approved by the American Society of Radiologic Technologists and/or appropriate Ultrasound Technology agencies.
- Establish and maintain an active Radiologic Technology/Ultrasound Technology Advisory Board representatives of various health agencies in the area.
- 10. The radiologic Technology/Ultrasound Technology Training Program will ensure that the RMH Travel/Contract Help Checklist is completed and returned to Roundup Memorial Healthcare (RMH) Human Resources, prior to each students start date. It will remain RMH's responsibility to provide the training program with the most up to date version of the check list.
- 11. Advise the student that he or she is not an employee of Roundup Memorial Healthcare, and that under Montana Worker's Compensation law, MCA Sec.39-71-1 18(9), he or she is not an "employee" or "worker" of Roundup Memorial HealthCare for purposes of workers compensation. Roundup Memorial Healthcare's performance of its obligations pursuant to this Agreement shall not be considered to be "wages" or employment.
- 12. Understand that all information, hospital, agency, clinic, and patient care, discussed and/or contained in the medical records is confidential and will be treated as such. Therefore, it is the responsibility of the MSU Billings CC to train all students to practice in a manner such that all information remains confidential.

MSU BILLINGS CITY COLLEGE WILL REQUIRE RADIOLOGIC TECHNOLOGY/ULTRASOUND TECHNOLOGY STUDENTS TO:

- 1. Behave in a professional manner as described in the Radiologic Technology/Ultrasound Technology Student Handbook,
- 2. Maintain confidentiality as defined by HIPPA regulations.
- 3. Perform safe care consistent with the radiologic technology/ultrasound technology program student level scope of practice in an interprofessional team environment, while advocating for clients, demonstrating inclusiveness, and utilizing critical thinking.
- 4. Complete clinical hours at Roundup Memorial Healthcare in Roundup, MT as designated by the instructor. Hours and times for clinical can be night, weekend, day shift etc. as determined by clinical coordinator and faculty.

BOTH AGENCIES WILL:

- 1. Agree to mutually conduct activities to resolve through procedures suggested in each case, any dispute which may arise in the operation of the program.
- Agree to cooperate in accordance with the terms of this agreement to enable MSU Billings CC to provide Radiologic Technology/Ultrasound Technology training.
- 3. NON-DISCRIMINATION ASSURANCE. Pursuant to obligations under various federal and state laws and regulations, both agencies give assurance that both facilities do not unlawfully discriminate in any of its educational practices based on race, color, religion, sex, age, handicap, national origin, or marital status as related to the intent and conduct of this agreement.
- 4. Either party may terminate this contract without cause upon 120 days written notice to the other party of such termination.