

**Department of
Medical Laboratory Science**
School of Medicine & Health Sciences
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AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT, made and entered into this 6th day of April, 2018, by and between **THE UNIVERSITY OF NORTH DAKOTA, SCHOOL OF MEDICINE AND HEALTH SCIENCES, DEPARTMENT OF MEDICAL LABORATORY SCIENCE** (herein after referred to as the **DEPARTMENT**) and **UNIVERSITY OF SOUTH DAKOTA** (herein after referred to as the **INSTITUTION**) will be effective beginning January 1, 2018.

Witnesseth:

WHEREAS, the DEPARTMENT and the INSTITUTION acknowledge an obligation to contribute to education for the benefit of students and for the community needs; and

WHEREAS, the fundamental responsibility of the DEPARTMENT and the INSTITUTION in making the association successful is that of maintaining harmonious, cooperative relationships with the understanding of the other's primary obligation to education, and agree on the common purpose of both, namely the provision of the best possible medical laboratory science (clinical laboratory science or medical technology) education; and

WHEREAS, both parties desire to reach an agreement of their separate and mutual responsibility:

THEREFORE, in conclusion of their mutual interests, the parties, each in independent status from the other, hereby agree:

1. Both the DEPARTMENT and the INSTITUTION shall comply with the accreditation policies as established for their academic institution.
2. Both parties shall meet as necessary for discussion of the educational needs of the students.
3. The DEPARTMENT, through its DEPARTMENT chair, shall assume responsibility for:

- A. Maintaining an accredited medical laboratory science program by adhering to the requirements established by the National Accrediting Agency for Clinical Laboratory Sciences as outlined in the Essentials and Guidelines of Accredited Education Departments at a Baccalaureate Medical Laboratory Science level.
- B. Providing a Medical Laboratory Science education program. This program includes instruction in theory and laboratory methods, the direct supervision of student laboratory activities, medical laboratory práctica and evaluation of such, issuing of grades and approving of graduates from the program for national certification examinations. The courses in the senior year education program are described in Exhibit A.
- C. Planning and coordinating the courses from the curriculum that are offered on the University of North Dakota campus, online, or at the program clinical sites (Exhibit A). Credit hours for courses shall be in accordance with the policies of the INSTITUTION.
- D. Providing to the INSTITUTION course outlines, including lecture topics, objectives, class schedules, books required by students, evaluation results, instructor's names and other such information as required for the courses in the senior year of the medical laboratory science option.
- E. Providing to the INSTITUTION information on how students apply to the medical laboratory science program.
- F. Communicating with students from the INSTITUTION concerning the medical laboratory science program.
- G. Communicating with the INSTITUTION concerning minimum admission standards for students from the INSTITUTION planning on participating in the program (i.e., completed pre-clinical curriculum with a G.P.A. of 2.8).
- H. Meeting, as necessary, with the INSTITUTION'S medical (clinical) laboratory science advisor to discuss student's progress in the program.
- I. Sending to the INSTITUTION a report of grades for courses taken while the student is participating in the DEPARTMENT'S senior year medical laboratory science education program. (Exhibit A). The report of grades will be sent in a timely manner to allow for the reporting of grades at the INSTITUTION.
- J. Permitting the INSTITUTION'S medical (clinical) laboratory science advisor access to the DEPARTMENT'S facility.
- K. Terminating a student from the program when, in the judgment of the MLS Department chair, program director, and faculty, the activities of the student are detrimental to that of other students, instructors, clinical or laboratory facilities, clinical or laboratory patients, or the profession at large.
- L. Providing professional liability insurance coverage for the students, in the amount of \$1,000,000 per occurrence and \$5,000,000 annual aggregate, while the students are enrolled in the medical laboratory science senior year education and acting in a professional capacity.

4. The INSTITUTION'S students attending the senior year medical laboratory science education program at the School of Medicine and Health Sciences/University of North Dakota will be enrolled at the DEPARTMENT and the INSTITUTION in 13 credits summer semester, 12 credits fall semester and 12 credits spring semesters. The total of 37 credits will encompass the course work offered as part of the School of Medicine and Health Sciences/University of North Dakota medical laboratory science program (Exhibit A). The medical laboratory science student must be admissible as a regular student according to policy as stated in the University of North Dakota academic catalogue.
5. The student will be enrolled at the University of North Dakota but will not be charged any tuition or fees by the DEPARTMENT. The DEPARTMENT will charge the INSTITUTION each semester (summer, fall, spring) the MLS flat-rate tuition, NDUS, and Technology fees. (See Exhibit D for explanation). This will be evaluated annually and a percentage increase will be made not to exceed the percentage increase for North Dakota resident student tuition.
6. The INSTITUTION, through its academic departments, its faculty and staff shall:
 - A. Assume responsibility for overall curriculum planning that leads to a Bachelor of Science degree in Medical (Clinical) Laboratory Science, Medical Technology, or an equivalent degree.
 - B. Offer the courses necessary to maintain accreditation of the DEPARTMENT and assure consistency with the DEPARTMENT. The courses that will be offered by the INSTITUTION, which meets these requirements, are listed in Exhibit B.
 - C. Meet with the program director, as necessary (at least annually), to assure courses meet credit requirements for the INSTITUTION, to assist with the planning, and to work on other relevant issues to ensure success of the program.
 - D. Accept the courses in the senior year medical laboratory science program from the School of Medicine and Health Sciences/University of North Dakota for the baccalaureate degree offered at the INSTITUTION.
 - E. Permit access to an area at the INSTITUTION for the program director or faculty's use in counseling and advising the INSTITUTION's students.
 - F. Recognize the School of Medicine and Health Sciences/University of North Dakota's medical laboratory science program as an acceptable training program in medical laboratory science for the INSTITUTION'S students and include such in the INSTITUTION'S publication and/or advisement to students about the profession.
 - G. Upon request, the DEPARTMENT will send a report of grades for courses taken while the student is participating in the DEPARTMENT's senior year medical laboratory science education program to the INSTITUTION to be recorded at the INSTITUTION. (Exhibit A). The grades will also be recorded at the Office of the Registrar at the University of North Dakota. Both the DEPARTMENT and the INSTITUTION will use the recorded

transcripts to serve as the official record for inquiries concerning student performance and participation in the medical laboratory science program. At the completion of the program the student will receive their degree from the home INSTITUTION and a certificate in MLS from the DEPARTMENT.

- H. Informing the student that they must provide documentation of current health care coverage.
- I. Informing the student that they must provide the DEPARTMENT proof of the following requirements:

Varicella Immunity

- Receive 2 doses of the Varicella – Zoster vaccine (with verified date) or
- Documentation of the Varicella titer

Hepatitis B Vaccination

Proof of immunity using one of the three options below:

- 1) Verified dates of Hepatitis B series vaccination or
- 2) Documentation of Hepatitis B titer or
- 3) Signed declination

MMR

Proof of immunity using one of the two options below:

- 1) Verified date of 2 immunizations after 12 months of age or
- 2) Titer results indicating immunity

Tetanus (Including Pertusses)

- Date of last vaccination

Tuberculin PPD Test

A TB series consisting of 2 step tuberculin skin test will be completed during the on campus summer session. The TB PPD testing should not be completed prior to arriving to the on-campus summer session.

- If a positive TB series occurs, a chest x-ray will be required
- If the student has had the BCG vaccination further testing may be required.

- J. Criminal Background Check: Prospective students need to be aware that they must pass a criminal background check before acceptance into the professional curriculum with an update completed before entrance into the final clinical year. Failure to pass the background check may deny the student entrance into the summer practicum and completion of the required curriculum. The background check will only be accepted from a UND School of Medicine and Health Sciences approved company or by a company approved by the clinical affiliate. The student is responsible for the fee of the criminal background check(s).

7. Any liabilities under this Agreement shall be determined as follows:
 - A. Each party shall be responsible for claims, losses, damages, and expenses proximately caused by the negligent or wrongful acts or omissions of its employees acting within the scope of their employment.
 - B. The tort liability of the DEPARTMENT shall be determined pursuant to chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. The tort liability of the INSTITUTION shall be determined in accordance with its state's torts claims act, if applicable. Nothing herein shall preclude either party from asserting against third parties any defenses to liability it may have under the law or be construed to create a basis for a claim or suit when none would otherwise exist.
 - C. Each party agrees to inform the other in the event either an investigation or claim arises out of patient or client care services performed pursuant to this Agreement, and shall provide reasonable access to information involving such investigation or claim.
8. The DEPARTMENT and INSTITUTION agree that there will be no discrimination based on race, religion, creed, sex, sexual orientation, gender identity, genetic information, disability, veteran status, marital status, political affiliation, age, or national origin in any of their policies, practices or procedures.
9. At any time, with the mutual consent of each party, this agreement may be amended during the period of agreement. Upon 120 days' notice, either party may terminate this agreement by giving written notice to the other party. Students from the INSTITUTION currently in the medical laboratory science program will be allowed to complete their final year with the DEPARTMENT if termination of the agreement should occur.
10. Except as otherwise specified, this Agreement shall be in effect for a period of five (5) years commencing on January 1, 2018 and terminating on December 31, 2023.
11. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of North Dakota.
12. Institution retains its rights to sovereign immunity under South Dakota state law.

APPROVED:
SCHOOL OF MEDICINE & HEALTH
SCIENCES
UNIVERSITY OF NORTH DAKOTA
GRAND FORKS, ND

BY: *Broderick*

TITLE: Chair, Department of Medical
Laboratory Science

DATE: 5-11-18

BY: *Thomas Max*

TITLE: UND Associate Dean for the
Health Sciences

DATE: 5/11/18

APPROVED:
UNIV OF SOUTH DAKOTA
VERMILLION, SD

BY: *[Signature]* *HR*

TITLE: Dean, Sanford School of Medicine
Vice President, Health Affairs

DATE: 5/9/18

DocuSigned by:
BY: *James W. Abbott*
FB2E58746817468...

TITLE: President

DATE: 5/10/2018

EXHIBIT A

UNIVERSITY OF NORTH DAKOTA
 MEDICAL LABORATORY SCIENCE DEPARTMENT
 SENIOR YEAR PROFESSIONAL CURRICULUM
 2018-2019

REPORT OF GRADES

STUDENT: _____

COLLEGE/UNIVERSITY: _____

<u>Summer Semester Courses</u>		<u>Credits</u>	<u>Grade</u>
MLS 471	Clinical Chemistry I	2	_____
MLS 472	Preanalytical Skills	1	_____
MLS 473	Clinical Hemostasis I	2	_____
MLS 474	Clinical Urinalysis I	2	_____
MLS 477	Clinical Immunohematology I	1	_____
MLS 477L	Clinical Immunohematology I Laboratory	1	_____
MLS 478	Clinical Microbiology I	2	_____
MLS 479	Clinical Hematology I	2	_____
<u>Fall Semester Courses</u>			
MLS 480	Clinical Immunohematology II	2	_____
MLS 481	Clinical Chemistry II	2	_____
MLS 483	Clinical Hemostasis II	1	_____
MLS 484	Clinical Microbiology II	2	_____
MLS 485	Clinical Urinalysis II	1	_____
MLS 488	Clinical Hematology II	2	_____
MLS 487	Medical Mycology	1	_____
MLS 489	Clinical Body Fluids II	1	_____
<u>Spring Semester Courses</u>			
MLS 490	Financial and Quality Management of the Clinical Laboratory	3	_____
MLS 491	Clinical Chemistry III	2	_____
MLS 492	Clinical Immunohematology III	2	_____
MLS 494	Clinical Immunology	1	_____
MLS 495	Clinical Microbiology III	2	_____
MLS 498	Clinical Hematology III	2	_____

Chair, Department of Medical Laboratory Science_____
Date

EXHIBIT B

As a requirement into the clinical year, the student needs to have courses equivalent to the following:

<u>Chemistry:</u>	General Chemistry	Two semesters
	Organic Chemistry	One semester
	Biochemistry	One semester
<u>Biology:</u>	General Biology	Two semesters
	Anatomy	One semester
	Physiology	One semester
	General Microbiology	One semester
<u>Molecular Diagnostics:</u>	Minimum of one course that includes molecular diagnostics	
<u>Math:</u>	Minimum College Algebra Level	
<u>Medical Laboratory Science:</u>	Parasitology (MLS 234)	One semester
	Immunology (MLS 301)	One semester
	Hematology (MLS 325)	One semester
	Hematology Lab (MLS 325L)	One semester
	Medical Microbiology (MLS 394)	One semester

EXHIBIT C

CRITERIA (STANDARDS) FOR SELECTION TO THE FINAL CLINICAL YEAR

Selection/Advancement to the professional final clinical year is on a competitive basis with a limited number of positions available annually. Admission to UND does NOT guarantee admission to the UND MLS professional program.

Admission criteria are:

1. Minimum overall GPA of 2.80.
2. Minimum of 60 credits completed.
3. Sufficient sciences (required and electives) to insure completion of the pre-clinical program in the following academic year. Must have only 35 credits or less left to complete in the fall and spring semesters before the summer semester begins. If more than 35 credits are left to complete in these semesters a petition to the Department of Medical Laboratory Science Professional and Academic Standards Committee is required by completing a program petition form.
4. A single "D" grade in a required course (science or math) is allowed prior to the senior year. If a student has more than a single "D" grade, progression to the senior year is not allowed until the course is repeated and a grade of "C" or better is earned. A letter grade of "C" or higher must be earned in all MLS coursework.
5. No more than two (2) courses with repeats of "D" or "F" grades.
6. Students must complete a criminal background check at time of application to the program. The background check company that is used by the UND School of Medicine is Verified Credentials, Inc. Proof must be submitted of the background check (receipt of payment) with the completed application. It is the responsibility of the applicant to pay for the cost of the background check.
7. If a student is accepted with full admission status, the above criteria will remain in effect throughout.

EXHIBIT D

As of Class of 2018-2019

WCAMLS students are admitted to the University of North Dakota (UND).

WCAMLS students register for courses at their home college/university and at the University of North Dakota.

WCAMLS students pay tuition to their home college/university and UND Student Account Services bills the student's home college/university for their tuition.

The WCAMLS student's financial aid is from their home college/university.

At the completion of the program the student will receive their degree from the home INSTITUTION and a certificate in MLS from the University of North Dakota.

This is a flat rate MLS tuition set by the North Dakota State Board of Higher Education with existing NDUS and Technology fees. This amount will be evaluated annually and a percentage increase will be made not to exceed the percentage increase of a North Dakota resident student.

State Board policy requires a charge of at least the same amount as North Dakota residents pay for contracted teaching arrangements. In addition, a cost analysis determined this to be close to the cost per student to provide this education experience.

BREAKDOWN:

<u>*Summer Semester (13 Cr)</u>	\$4330.10
<u>Fall Semester (12 Cr)</u>	\$4330.10
<u>Spring Semester (12 Cr)</u>	\$4330.10
TOTAL SUMMER, FALL, AND SPRING SEMESTERS	\$12,990.30

*It should be noted that the North Dakota State Board of Higher Education has at times not determined the rate of tuition increase (if one is approved) by the time the summer session begins in May. When this occurs the previous fall and spring semester's tuition amount is assessed for the summer semester.