

COOPERATION AGREEMENT
Between
WEBER STATE UNIVERSITY
And
DIXIE STATE UNIVERSITY

This Cooperation Agreement ("Agreement") is entered into as of the sixteenth day of September, 2014, by and between WEBER STATE UNIVERSITY, a Utah state institution of higher education, on behalf of its Colleges and Departments ("WSU"), located in Ogden, Utah, and DIXIE STATE UNIVERSITY, a Utah state institution of higher education, ("DSU"), located in St. George, Utah, for the purpose of defining the parameters and responsibilities of all parties in the WSU/DSU accredited Health Care Classification Coding Institutional Certificate ("HCCC"), Associate of Applied Science in Health Information Technology ("HIT"), and Bachelor of Science in Health Administrative Services with an Emphasis in Health Information Management ("HIM") partnership and promotion of a collaborative Health Care Classification Coding Certificate, Associate of Applied Science in Health Information Technology, Bachelor of Science in Health Administration Services with an Emphasis in Health Information Management Program ("Program").

RECITALS

WSU desires to provide DSU students access to our Health Care Coding Classification Institutional Certificate ("HCCC"), Associate of Applied Science in Health Information Technology ("HIT") and Bachelor of Science in Health Administrative Services with an Emphasis in Health Information Management ("HIM"), as a public university organized under the laws of the State of Utah for the provision of higher education, with an accredited program for the training of Health Care Coding Classification Institutional Certificate, Associate of Applied Science in Health Information Technology, Bachelor of Science in Health Administrative Services with an Emphasis in Health Information Management.

DSU; in order to meet the increasing need for qualified HCCC, HIT, and HIM graduates in its community, desires to provide students access to an accredited HCCC, HIT, and HIM program at DSU; and WSU is willing to provide an extension of its HCCC, HIT, HIM Program in St. George, UT ("Program") for DSU' students enrolled in the Program ("Students") through WSU Online or through WSU Online Hybrid via Internet Video Conferencing ("IVC") over the Utah Education Network ("UEN").

TERMS

In consideration of the above recitals, the terms and conditions of this Agreement set forth below and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, WSU and DSU agree as follows:

1. OBLIGATIONS OF WSU

- 1.1 Deliver HCCC, HIT, and HIM course materials through WSU Online or WSU Online Hybrid via IVC over the UEN.

- 1.2 Participate in the evaluation of DSU HCCC, HIT, and HIM program applicants.
- 1.3 Compile grades from each course in WSU Online.
- 1.4 Award the Institutional Certificate, Associate of Applied Science degree, and Bachelor of Science degree to Students upon successful completion of required program curriculum.
- 1.5 Adhere to policies, rules, and regulations of all clinical agencies and hospitals in which students are assigned for clinical training.
- 1.6 Implement the Program consistent with policies and procedures of WSU.
- 1.7 Provide Student advising, supervision, and implementation of the Program to facilitate its successful completion.
- 1.8 Will compensate an IVC technician to be present 30 minutes before class begins, during HIT/HIM course IVC broadcasts, and 30 minutes after class, at a rate of \$20 per hour during the first two performance years of the DOL/ETA Health Information Technology Career Mobility grant.
- 1.9 Maintain standards required to ensure Program's eligibility for HCCC, HIT, and HIM program accreditation.
- 1.10 Have the Health Information Management Program Director, or designee, represent WSU in supervision and implementation of the Program to facilitate its successful completion.
- 1.11 Provide Program courses as outlined in Attachment A.

2. OBLIGATIONS OF DSU

- 2.1 Provide general education and Program prerequisite courses outlined in Attachment A.
- 2.2 Provide space with IVC and or equipment adequate to complete the WSU Program exercises.
- 2.3 Require students to complete background checks, drug screens, and vaccination records as required by clinical practicum sites as directed by WSU program procedures.
- 2.4 Provide student advisement and general education support.

3. OBLIGATIONS OF BOTH PARTIES

- 3.1 Consultations and Collaboration: Participate in onsite collaboration at DSU Program and WSU Program, as needed.
- 3.1.1 Participate in annual assessment meeting with WSU HCCC, HIT, and HIM Department.
- 3.1.2 Collect pertinent information for maintenance of ongoing student educational records such as documentation and reporting of grades and demographic information required by the Department of Labor ("DOL") Education Training Assistance ("ETA") Trade Adjustment Assistance Community College and Career Training Grant Program ("TAACCCT").
- 3.1.3 Facilitate communications between WSU representatives (administration, faculty, and Students) and DSU representatives.

4. INSURANCE AND INDEMNIFICATION

- 4.1 Insurance: Each party agrees, at its own cost, to maintain reasonable insurance coverage for liability and the protection of personal property at all times during the term of this Agreement either through commercial insurance or self-insurance, the nature of which will be reasonably provided to the other party.
- 4.2 Indemnification: The parties acknowledge that they are independent contractors and may not purport to bind or affect the duties or obligations of the other. Both WSU and DSU are entities are subject to the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees; provided that any amount of damages awarded and payable under this provision are limited to the amounts set forth in the Utah Governmental Immunity Act in effect at the time judgment is entered. It is also agreed that under this paragraph neither WSU nor DSU waives any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment.
- 4.3 Notice of Claim: Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification specified in Section 4.2 above.

5. LAWS, RULES, AND REGULATIONS; NON-DISCRIMINATION

- 5.1 Laws, Rules and Regulations: WSU and DSU agree to abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time.
- 5.2 Non-discrimination: WSU and DSU agree that no person shall be subject to unlawful discrimination on the basis of race, color, religion, sex, national origin, age, veteran status or disability in connection with carrying out this agreement.
- 5.3 Student Records: WSU and DSU acknowledge that many students' educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that student permission must be obtained before releasing specific data to anyone other than the parties subject to this Agreement. Information gathered in the course of this agreement will only be used for the purposes of carrying out this agreement. WSU and DSU will disclose information from a student's educational record, as appropriate, to personnel in the Program who have a legitimate need to know in accordance with FERPA. That information will not be disclosed (by any personnel) to any other person without the student's prior written consent.

6. USE OF NAME; ADVERTISING

- 6.1 Use of Name: Neither party shall use the other's name, corporate or business, in a manner which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the other party.
- 6.2 Advertising: Subject to prior approval from both WSU's and DSU marketing departments, mutually agreed upon advertising and media marketing will be provided to highlight the Program.

7. TERM AND TERMINATION

- 7.1 Term: The term of this agreement will be in place for five years, at which point it will be evaluated for possible continuation.
- 7.2 Termination: This Agreement is subject to annual review and shall be in effect until terminated by mutual agreement of WSU and DSU.

8. DIRECTION AND ADMINISTRATION

The parties agree that:

- 8.1 Issues concerning the operation of the DSU site shall be addressed through a committee, the members of which shall include:

WSU: HIM Program Director (or designated WSU Dumke College of Health Professions representative).

DSU: Dean, School of Health Science (or designated DSU representative).

- 8.2 Specific planning shall be carried out under the direction of Dean of the WSU Dumke College of Health Professions (or designated representatives), and Dean of the DSU School of Health Science (or designated representatives).

9. PROPRIETARY MATERIALS

All rights, title and interest to any and all course content, including exercises, curriculum and/or Program course materials delivered through WSU Online under this Agreement, whether or not patentable, shall belong to Weber State University, Dumke College of Health Professions and the Health Administrative Department. As such, shall be considered proprietary intellectual property of said University and its subdivisions, throughout and beyond the period of performance of this agreement.

10. TUITION AND FEES

- 10.1 Students will be responsible to apply for admissions to Weber State University and also enroll directly into WSU Online Courses. Payment of tuition and fees will be the same for DSU participants as tuition and fees for other WSU students.
- 10.2 Students enrolled in the Program shall be eligible to secure financial aid through WSU subject to applicable rules and regulations. WSU will collect all tuition assessed against Students enrolling in the Program courses.

11. STUDENTS

- 11.1 Students shall, prior to graduation, meet degree requirements established by WSU, including general education standards.
- 11.2 For purposes of reporting enrollment to the State Board of Regents, Students shall be considered full time equivalents (FTEs) of Weber State University for courses taken through WSU. Students shall be considered full time equivalents (FTEs) of DSU for courses taken at DSU.

12. REGISTRATION

12.1 Students shall be responsible for registering for courses under this Agreement through WSU Admissions and Registration.

13. TRANSFER CREDITS

13.1 Students enrolling under this Agreement may request credit at WSU for course work completed at institutions other than DSU subject to WSU policies and procedures governing recognition of transfer credits.

14. OTHER PROVISIONS

14.1 Force Majeure: Without affecting any right of cancellation or termination set forth in this Agreement, either party may suspend this Agreement at any time because of a labor dispute or disruption of its personnel, war, the declaration of a state of national emergency, acts of God or the public enemy, or other cause beyond the control of such party, by giving the other party written notice of such suspension and the reason for the same. Services to be provided hereunder shall be made and performed to the date of such suspension and shall thenceforth cease until the period of such suspension has ended.

14.2 Non-assignment: Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

14.3 Entire Agreement and Modification: This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the Program and may be modified only by written agreement signed by both parties.

14.4 Governing Law: This Agreement shall be governed by and construed under the laws of the State of Utah which shall be the forum for any lawsuit arising from or incident to this Agreement.

14.5 Severability: In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

14.6 Governing Board: WSU and DSU acknowledge that this Agreement is subject to any approvals of governing boards, trustees, or other governing bodies required to do so.

14.7 Failure of Legislature to appropriate: If the performance of either party under this Agreement depends upon the appropriation of funds by the Utah Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then either party may provide written notice of this to the other and cancel this Agreement without further obligation. The parties acknowledge that appropriation is a legislative act and is beyond the control of the colleges.

IN WITNESS WHEREOF, the parties have caused this Cooperation Agreement to be executed on the date set forth above by their duly authorized representatives.

WEBER STATE UNIVERSITY

By: *Yari Arizumi*
Title: *DCHP Dean*
Date: *Sept 16, 2014*

DIXIE STATE UNIVERSITY

By: *Carol Grady*
Title: *Dean of Health Sciences*
Date: *Sept. 19, 2014*

Attachment A

Health Care Coding & Classification, Institutional Certificate

Weber State University		Dixie State University	
Course	Credits	Course	Credits
HTHS 2240 Intro to Pharmacology	3	HLOC 1100 Medical Terminology	2
HIM 2300 Diagnosis Coding	3	BIOL 2320/2325 Human Anatomy/Lab	4/1
HIM 2320 Ambulatory & Physician Office Coding	3	BIOL 2420/2425 Human Physiology/Lab	3/1
HIM 2330 Classification Systems Topics & Reimbursement	2	BIOL 4400 Intro to Pathophysiology	3
HIM 2410 ICD-10-PCS Coding	2	Total	14
HIM 2863 PPE in Coding	1		
Total	14		
Combined credit requirements			
28			

Health Information Technology, AAS Degree

Weber State University		Dixie State University	
Course	Credits	Course	Credits
HTHS 2240 Intro to Pharmacology	3	English Composition 1010/2010	6
HAS 3000 The Health Care System	3	Humanities or Creative Arts	3
HIM 2000 Intro to Health Information Systems & Settings	3	Social Science	3
HIM 2250 Healthcare Privacy & Security	3	Life or Physical Science	3
HIM 2300 Diagnosis Coding	3	HLOC 1100 Medical Terminology	2
HIM 2320 Ambulatory & Physician Office Coding	3	BIOL 2320/2325 Human Anatomy/Lab	4/1
HIM 2330 Classification Systems Topics & Reimbursement	2	BIOL 2420/2425 Human Physiology/Lab	3/1
HIM 2410 ICD-10-PCS Coding	2	BIOL 4400 Intro to Pathophysiology	3
HIM 2500 Healthcare Database Management & Security	3	CIS 1200 Computer Literacy	3
HIM 2861 Professional Practice Experience I	2	Math 1030 Quantitative Reasoning	3
HIM 2862 Professional Practice Experience II	2	Total	35

Attachment A
(Continued)

Health Information Technology, AAS Degree (continued)

HIM 2863 PPE in Coding	1		
HIM 3000 Computer Applications in Health Care	3		
HIM 3300 Intro to Quality Improvement	3		
Total	37		
Combined credit requirements 72* unless BIOL 2320 or 2420 fulfills LS then 69			

Health Information Management, BS Degree – includes everything in AAS degree requirements plus:

Weber State University		Dixie State University	
Course	Credits	Course	Credits
HIM 3200 Epidemiology & Biostatistics	3	American Institutions	3
HIM 3400 Health Care Networks & Databases	3	Humanities or Creative Arts (3 must be HU; 3 must be CA)	6
HIM 3450 Health Care Systems Analysis & Design	3	Social Science	3
HIM 3500 Biomedical Research Support	2	Life or Physical Science (3 must be LLS; 3 must be PS)	6
HIM 4100 Health Information Services Management	3	IT 3050 Management Information Systems	3
HAS 3230 Health Communications	3	ACCT 2010 Financial Accounting	3
HAS 3260 Health Care Administrative & Supervisory Theory	3	MGMT 4300 Human Resource Management	3
HAS 3750 Health Care Financial Administration	3	Total	27
HAS 4860 Practicum/Internship or HIM 4990 Baccalaureate Thesis & Presentation	4 or 3		
Total	26 or 27		
Combined credit requirements 53 or 54			

