

COOPERATION AGREEMENT
Between
WEBER STATE UNIVERSITY
And
UTAH VALLEY UNIVERSITY

This Cooperation Agreement (“Agreement”) is entered into as of the execution date of this Agreement once both parties sign the Agreement (“Effective Date”), by and between WEBER STATE UNIVERSITY (“WSU”), a Utah state institution of higher education, on behalf of its Colleges and Departments located in Ogden, Utah and UTAH VALLEY UNIVERSITY (“UVU”), a Utah state institution of higher education located in Orem, Utah and a body politic and corporate of the State of Utah, for the purpose of defining the parameters and responsibilities of all parties in the WSU/UVU accredited Health Care Classification Coding Institutional Certificate ("HCCCIC"), 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 HCCCIC, HIT, HIM Program ("Program"). WSU and UVU may be referred to individually as a “party” or collectively as the “parties.”

RECITALS

WSU desires to provide UVU students access to its HCCCIC, HIT and HIM courses, 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 HCCCIC, HIT, and HIM.

UVU, in order to meet the increasing need for qualified HCCCIC, HIT, and HIM graduates in its community, desires to provide its students access to an accredited HCCCIC, HIT, and HIM program.

and WSU is willing to provide an extension of its HCCCIC, HIT, HIM Program in Orem, UT for UVU students enrolled in the Program (“Students”) through WSU Online.

TERMS

In consideration of 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 UVU agree as follows:

1. OBLIGATIONS OF WSU

- 1.1 Deliver HCCCIC, HIT, and HIM course materials through WSU Online.
- 1.2 Participate in the evaluation of UVU HCCCIC, 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 If Program advisement demands reasonably exceed the current advisement personnel capacity at UVU, WSU will use grant funds to support a part-time Program advisor during the performance period of the Health Information Technology Career Mobility ("HIT-CM") grant.
- 1.9 Maintain standards required to ensure Program's eligibility for HCCCIC, 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; and
- 1.11 Provide Program courses as outlined in Attachment A.

2. OBLIGATIONS OF UVU

- 2.1 Provide general education and Program prerequisite courses outlined in Attachment A.
- 2.2 Require students to complete legally compliant background checks, drug screens, and vaccinations as required by clinical practicum sites as directed by WSU program procedures, which shall be provided by WSU to UVU.
- 2.4 Provide student advisement and general education support; and
- 2.5 If grant funds are used to support a part-time Program advisor, the employee and UVU agree to meet the policy, reporting, and time tracking requirements of the Department of Labor ("DOL") Education and Training Administration ("ETA") Trade Adjustment Assistance Community College and Career Training Grant Program ("TAACCCT").

3. OBLIGATIONS OF BOTH PARTIES

- 3.1 Consultations and Collaboration: Participate in onsite collaboration at UVU Program and WSU Program, as needed.
- 3.2 Participate in annual assessment meeting with WSU HCCCIC, HIT, and HIM Department.
- 3.3 Collect pertinent information for maintenance of ongoing student educational records such as documentation and reporting of grades and demographic information as required by the DOL ETA TAACCCT.
- 3.4 Facilitate communications between WSU representatives (administration, faculty, and Students) and UVU representatives; and

4. INSURANCE AND INDEMNIFICATION

- 4.1 Independent Contractor: The parties acknowledge that they are independent contractors and may not purport to bind or affect the duties or obligations of the other. Neither party shall not be appointed the other party's officer, agent, or attorney-in-fact and shall not have authority to execute documents or take action with the legal force and effect as if those actions were taken by the other party.
- 4.2 Indemnification/Insurance: Both WSU and UVU are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by either Party of any protections, rights, or defenses applicable to it under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Subject to and consistent with the Act, there are no indemnity obligations between the Parties, each Party will be responsible for its own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. Each of the Parties is insured through its participation in the State Risk Management Fund, additional or different insurance is not required.
- 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 UVU 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 UVU agree that no person shall be subject to unlawful discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, veteran status, disability or any other basis protected under applicable law in connection with carrying out this Agreement.
- 5.3 Student Records: WSU and UVU 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. The parties acknowledge and agree that information gathered in the course of this Agreement shall only be used for the purposes of carrying out this Agreement. WSU and UVU shall only 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 shall 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 names, trademarks, or logos, without first obtaining the written consent of the other party. Nothing in this Agreement establishes in either party any ownership, right, or interest in the other party's names or marks.
- 6.2 Advertising: Subject to prior approval from both WSU's and UVU 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 five years from the Effective Date ("Term"), at which point the Agreement and its terms will be evaluated for possible continuation. The Agreement may only be renewed upon mutual written agreement between the parties.
- 7.2 Termination: This Agreement shall be in effect until the end of the Term, unless terminated sooner by either party during the Term for any reason (including but not limited to UVU's dissatisfaction with the Program, a decision by either party

to go in another direction, the Utah Legislature failing to appropriate the funds necessary for performance, or UVU electing to offer its own version of the Program), subject to a 45 calendar day written notice to the other party and subject to a requirement that Students already enrolled in the Program shall have the option of finishing the courses for which they are already enrolled.

8. DIRECTION AND ADMINISTRATION

The parties agree that:

- 8.1 Issues, questions, or concerns about the operation of the UVU 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).

UVU: Dean of the College of Science and Health (or designated UVU representative).

- 8.2 Specific planning shall be carried out under the direction of the Dean of WSU's Dumke College of Health Professions (or designated representatives), and the Dean of UVU's College of Science and Health (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 enroll directly into WSU Online Courses. Payment of tuition and fees will be the same for UVU 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 WSU Program courses, and UVU will collect all tuition assessed against Students enrolling in UVU classes.

11. STUDENTS

- 11.1 Students shall, prior to graduation, meet degree requirements established by WSU for the Program, 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 UVU for courses taken at UVU.

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 UVU 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 agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written and all other communications relating to the subject matter hereof and may be modified only by written agreement signed by both parties.
- 14.4 Governing Law and Venue: This Agreement shall be governed by and construed under the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating

to or arising under the Agreement shall be exclusively in the courts serving Salt Lake County, State of Utah.

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 UVU acknowledge that this Agreement is subject to any approvals of governing boards, trustees, or other governing bodies required to do so.

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

UTAH VALLEY UNIVERSITY

By: Patricia L. Shaw

By: JASON V. SLACK J-VS-

Title: Chair, Health Administration

Title: ASSOCIATE DEAN

Date: 2/12/16

Date: FEB 9, 2016

By: [Signature]

By: [Signature]

Title: Dean, JCHP

Title: Senior Vice President of Academic Affairs

Date: 2.12.2016

Date: 2/10/2016

Attachment A

Health Care Coding & Classification, Institutional Certificate requirements

| Weber State University | | Utah Valley University | |
|--|-----------|--|-----------|
| Course | Credits | Course | Credits |
| HTHS 2240 Intro to Pharmacology | 3 | HLTH 1300 Medical Terminology | 2 |
| HIM 2300 Diagnosis Coding | 3 | ENGL 1010 Introduction to Writing | 3 |
| HIM 2320 Ambulatory & Physician Office Coding | 3 | BIOL 1010 General Biology <i>or</i> BIOL 1610 College Biology | 3 |
| HIM 2330 Classification Systems Topics & Reimbursement | 2 | ZOOL 2320/2325 Human Anatomy/Lab | 3/1 |
| HIM 2410 ICD-10-PCS Coding | 2 | CHEM 1110 Elementary Chemistry for the Health Sciences (or higher) | 4 |
| HIM 2863 Professional Practice Experience in Coding | 1 | MICR 2060/2065 Microbiology for Health Professions/Lab | 3/1 |
| WSU Total | 14 | ZOOL 2420/2425 Human Physiology/Lab | 3/1 |
| | | ZOOL 4400 Introduction to Pathophysiology | 4 |
| | | UVU Total | 28 |
| Combined Total 42 | | | |

Attachment A continued

| Institutional Certificate in Health Care Coding and Classification Sample Schedule | | |
|--|---|---------|
| First Semester | | |
| Course | Title | Credits |
| HLTH 1300 | Medical Terminology (UVU) | 2 |
| ENGL 1010 * (GE CC) | Introduction to Writing * (UVU) | 3 |
| BIOL 1010 <i>or</i> BIOL 1610 (GE BB) | General Biology * ** (UVU) College Biology (UVU) | 3 |
| Second Semester | | |
| Course | Title | Credits |
| ZOOL 2320/2325 (GE BB) | Human Anatomy/Lab *** (UVU) | 4 |
| CHEM 1110 (or higher) (GE PP) | Elementary Chemistry for the Health Sciences ** (UVU) | 4 |
| Third Semester | | |
| Course | Title | Credits |
| ZOOL 2420/2425 | Human Physiology/Lab *** (UVU) | 4 |
| MICR 2060/2065 (GE BB) | Microbiology for Health Professions/Lab *** (UVU) | 4 |
| Fourth Semester | | |
| Course | Title | Credits |
| ZOOL 4400 | Introduction to Pathophysiology (UVU) | 4 |
| HIM 2300 | Diagnosis Coding (WSU) | 3 |
| HTHS 2240 | Introduction to Pharmacology (WSU) | 3 |
| Fifth Semester | | |
| Course | Title | Credits |
| HIM 2410 | ICD-10-PCS Coding (WSU) | 2 |
| HIM 2330 | Classification Systems Topics & Reimbursement (WSU) | 2 |
| HIM 2320 | Ambulatory & Physician Office Coding (WSU) | 3 |
| HIM 2863 | Professional Practice Experience in Coding (WSU) | 1 |
| <p>* Prerequisite for ZOOL 2310/2325 and ZOOL 2420/2425</p> <p>** Prerequisite for ZOOL 2420/2425</p> <p>*** Prerequisite for ZOOL 4400</p> | | |

Attachment A continued

Health Information Technology, AAS Degree requirements (In addition to the Health Care Coding and Classification Institutional Certificate)

* If not an oral communication course the student will need to take ENGL 2010 *or* 2020

| Weber State University | | Utah Valley University | |
|--|-----------|----------------------------------|-----------|
| Course | Credits | Course | Credits |
| HIM 2000 Intro to Health Information Systems & Settings | 3 | Humanities or Creative Arts * | 3 |
| HIM 2250 Healthcare Privacy & Security | 3 | Social Science | 3 |
| HIM 2500 Healthcare Database Management & Security | 3 | IM 2010 Computer Proficiency | 3 |
| HIM 2861 (2nd year) Professional Practice Experience I | 2 | Math 1030 Quantitative Reasoning | 3 |
| HIM 2862 (2nd year) Professional Practice Experience II | 2 | UVU Total | 12 |
| HIM 3000 Computer Applications in Health Care | 3 | | |
| HIM 3300 Intro to Quality Improvement | 3 | | |
| HAS 3000 The Health Care System | 3 | | |
| WSU Total | 22 | | |
| Combined total 34 plus previous 42 for AAS total 76 | | | |

Attachment A continued

(After completion of the Health Care Coding and Classification Institutional Certificate)

* If not an oral communication course the student will need to take ENGL 2010 *or* 2020

| Associate of Applied Science (AAS) Health Information Technology Sample Schedule | | |
|---|---|---------|
| Sixth Semester | | |
| Course | Title | Credits |
| MATH 1030 or higher | Quantitative Reasoning (UVU) | 3 |
| GE | Humanities or Fine Arts * | (UVU) 3 |
| GE | Social/Behavioral Science (UVU) | 3 |
| IM 2010 | Computer Proficiency (UVU) | 3 |
| Seventh Semester | | |
| Course | Title | Credits |
| HIM 2000 | Introduction to Health Information Systems & Settings (WSU) | 4 |
| HAS 3000 | The Health Care System (WSU) | 3 |
| HIM 3000 | Computer Applications in Health Care (WSU) | 3 |
| HIM 2861 | (2nd year) Professional Practice Experiences I (WSU) | 2 |
| Eighth Semester | | |
| Course | Title | Credits |
| HIM 2250 | Healthcare Privacy & Security (WSU) | 3 |
| HIM 2862 | (2nd year) Professional Practice Experiences II (WSU) | 2 |
| HIM 2500 | Healthcare Database Management & Security (WSU) | 3 |
| HIM 3300 | Introduction to Quality Improvement (WSU) | 3 |

Attachment A continued

Health Information Management, BS Degree Requirements (In addition to the Health Information Technology, AAS degree requirements)

* If taken during AAS degree the student will need to take a Humanities or Creative Arts.

| Weber State University | | Utah Valley University | |
|---|-----------------|--|-----------|
| Course | Credits | Course | Credits |
| HIM 3200 Epidemiology & Biostatistics | 3 | ENGL 2020 * | 3 |
| HIM 3400 Health Care Networks & Databases | 3 | American Institutions | 3 |
| HIM 3450 Health Care Systems Analysis & Design | 3 | Humanities or Creative Arts (3 must be HU; 3 must be CA) | 3 |
| HIM 3500 Biomedical Research Support | 2 | INFO 3120 Management Information Systems | 3 |
| HIM 4100 Health Information Services Management | 3 | ACC 2010 Financial Accounting | 3 |
| HAS 3230 Health Communications | 3 | MGMT 3430 Human Resource Management | 3 |
| HAS 3260 Health Care Administrative & Supervisory Theory | 3 | UVU Total | 18 |
| HAS 3750 Health Care Financial Administration | 3 | | |
| HAS 4860 Practicum/Internship | 4 | | |
| <i>or</i> HIM 4990 Baccalaureate Thesis & Presentation | or 3 | | |
| WSU Total | 27 or 26 | | |
| Combined total 45 or 44 plus previous 76 for BS total 121 or 120 | | | |

Attachment A continued

Sample Schedule

(After completion of the Applied Associate of Science Health Information Technology Degree)

* If taken during AAS degree the student will need to take a Humanities or Creative Arts.

| Bachelor of Science (BS) – HAS Health Information Management | | |
|---|---|-----------|
| Tenth Semester | | |
| Course | Title | Credits |
| ENGL 2020 * | Intermediate Writing (UVU) | 3 |
| INFO 3120 | Management Information Systems (UVU) | 3 |
| ACC 2010 | Financial Accounting (UVU) | 3 |
| MGMT 3430 | Human Resource Management (UVU) | 3 |
| Eleventh Semester | | |
| Course | Title | Credits |
| American Institutions | From list p. 19 UVU catalog (UVU) | 3 |
| Humanity or Fine Arts Choice | From list in UVU catalog p. 20-22 (UVU) | 3 |
| HIM 3500 | Biomedical Research Support (WSU) | 2 |
| HAS 3230 | Health Communication (WSU) | 3 |
| Twelfth Semester | | |
| Course | Title | Credits |
| HAS 3260 | Health Care Administrative & Supervisory Theory (WSU) | 3 |
| HIM 3200 | Epidemiology & Biostatistics (WSU) | 3 |
| HIM 3400 | Health Care Networks & Databases (WSU) | 3 |
| HAS 3750 | Health Care Financial Administration (WSU) | 3 |
| Thirteenth Semester | | |
| Course | Title | Credits |
| HAS 4860 | Practicum/Internship (WSU) | 4 |
| <i>or</i> | | <i>or</i> |
| HIM 4990 | Baccalaureate Thesis & Presentation | 3 |
| HIM 3450 | Health Care Systems Analysis & Design (WSU) | 3 |
| HIM 4100 | Health Information Services Management (WSU) | 3 |



This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.