

### ARTICULATION AGREEMENT BETWEEN RESURRECTION UNIVERSITY AND HARPER COLLEGE

**THIS AGREEMENT** is entered into effective December 7, 2011 ("**Effective Date**") by and between **RESURRECTION UNIVERSITY**, an Illinois not for profit corporation, located at 3 Erie Court, Oak Park, Illinois 60302 ("**Resurrection**") and **HARPER COLLEGE** located at 1200 W. Algonquin Road, Palatine, Illinois, 60017 Palatine, Illinois ("**Harper**") (each a "**Party**" and collectively, the "**Parties**").

#### **RECITALS**

WHEREAS, Harper is a fully accredited community college which can provide the Associate in Applied Science degree for students entering the health professions; and

WHEREAS, Harper desires to increase the educational and career opportunities available to its students; and

WHEREAS, Resurrection is a fully accredited Catholic, upper division specialty college, which provides baccalaureate level education in the health professions, confers a Bachelor of Science in Health Informatics and Information Management ("BS HIIM") and seeks students with strong associate level education based in the liberal arts and sciences; and Health Informatics; and

WHEREAS, the Parties desire to plan, organize, and provide a cooperative and quality educational 2+2 program of education under which Harper will provide the basic Health Informatics and general education components of the curriculum and Resurrection will provide the HIIM curriculum during two (2) subsequent years, leading to a BS HIIM awarded by Resurrection (the "Program") in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and the terms and conditions set forth herein, the Parties hereby agree as follows:

#### ARTICLE I STUDENT ADMISSIONS:

- **1.1** <u>General Requirements</u>. Except as may be otherwise set forth herein, to be admitted to Resurrection under the Program, a student must have been admitted to and enrolled by Harper and have completed the Associate in Applied Science in Health Information Technology ("HIT Curriculum"), a current copy of which is set forth in <u>Exhibit A</u>, at Harper.
- **1.2** Admission to the Program and University. Students seeking admission to the Program must meet the same admissions criteria as other prospective students and must adhere to the following procedures for admission:
- (a) <u>Documents to Submit to Resurrection</u>. Students shall submit: (i) an application; (ii) official transcripts (as required under <u>Section 1.2(b)</u> below); and (iii) an admission essay to the Resurrection Office of Enrollment Management. Applications will be accepted until all seats are filled. The application for admission is available to students seeking admission to the HIIM program on the Resurrection website, www.resu.edu.
- (b) <u>Official Transcripts</u>. Students shall submit to the Resurrection Office of Enrollment Management, official transcripts from all colleges and universities attended through the Summer term of the year of the Fall term they wish to enroll. The official transcripts must show successful completion of college all work including the HIT Curriculum. Final transcripts must be provided to Resurrection prior to matriculation at Resurrection.
- (c) <u>Minimum Semester Hours Required</u>. Students may transfer up to sixty-one (61) semester hours in order to be admitted at Resurrection and obtain a bachelor's degree from Resurrection.
- (d) Other General Guidelines/Suggested Minimum Requirements. A number of factors will be considered for admission to the Program, including the following, which are understood by the Parties to serve as suggested minimum requirements of students enrolled at Harper and as general guidelines for acceptance into the Program an overall cumulative grade point average ("GPA"): 2.75 minimum GPA (on a 4.0 scale).
- (e) <u>Notification of Admission to the Program</u>. Harper students who have met the admissions requirements outlined in <u>Sections 1.2 (a)-(d)</u> above will be admitted to Resurrection. A student's admission to the Program is completed and effective only upon receipt of written notification of acceptance issued by the Resurrection Director of Enrollment Management.

## ARTICLE II RECRUITMENT AND PUBLICITY/ADVERTISING

**2.1** Recruitment. Harper and Resurrection agree to work cooperatively to recruit students for the Program from Harper's pool of prospective applicants and from Harper's student body.

Publicity and Advertising. Harper and Resurrection agree to work cooperatively to 2.2 Such publicity may include publicize the Program to current and prospective students. publications in catalogs, bulletins, websites and recruitment brochures issued by Harper and Resurrection and through other means mutually agreeable to Harper's Office of Admissions and Resurrection's Office of Enrollment Management. All communications, including any announcement, publicity, marketing piece, advertisement, statement, brochure or other publication, shall be made in accordance with a publicity and marketing plan developed by the Parties and the Parties' advertising/marketing policies, procedures, standards and guidelines. All printed materials concerning the Program will be coordinated by both of the aforementioned offices. Any printed materials or other publicity concerning the Program to be distributed by a Party must be reviewed by the other Party and may not be distributed without the other Party's All Resurrection announcements, publicity, marketing, and prior written approval. communication will be coordinated with a Resurrection marketing and Communications Department representative.

#### ARTICLE III DEGREE AWARDED

Resurrection shall award a BS HIIM to students under the Program who have successfully completed the academic two (2) year HIIM portion of the Program at Resurrection. Resurrection and its faculty shall be responsible for examining whether a Resurrection student completed the academic requirements to qualify for the BS HIIM degree.

### ARTICLE IV FINANCIAL AID

During the component of the Program at Harper, students will pay the Harper comprehensive fees (tuition, room and board, activities fees) in effect at the time of each student's registration at Harper. During the two (2) year component of the Program at Resurrection, students will pay the Resurrection fees (tuition, activities fees) in effect at the time of each student's registration at Resurrection. Students shall be eligible for financial aid on the same basis as Harper and Resurrection students not enrolled in the Program.

### ARTICLE V FACULTY

Harper faculty shall teach the Harper courses in the HIT Curriculum. Resurrection faculty shall teach Resurrection courses in the baccalaureate curriculum. The Parties may from time to time, upon mutual agreement make joint faculty appointments by the written mutual consent of the Parties where faculty from either Party would have contracts to teach at the other institution for pay.

### ARTICLE VI PROGRAM ADMINISTRATION

#### 6.1 Harper Responsibilities

- (a) Harper shall provide a planned, supervised HIT Curriculum as specified in the most recent outline of the HIT Curriculum supplied in writing at regular intervals by Harper to Resurrection, a current copy of which is attached hereto as **Exhibit A**.
- (b) Harper agrees to make appropriate facilities available to students in order to provide a supervised HIT Curriculum in an environment conducive to the learning process as intended by the terms of this Agreement.
- (c) Harper will refer to Resurrection only those students who have satisfactorily completed the HIT Curriculum.
- (d) Harper shall notify each student prior to her/his arrival at Resurrection that she/he is responsible for following the administrative policies, standards, and practices of Resurrection while at Resurrection.

#### 6.2 Resurrection Responsibilities

- (a) Resurrection agrees to make appropriate facilities available to students in order to provide a supervised professional curriculum leading to a Bachelor of Science in Health Informatics and Information Management in an environment conducive to the learning process as intended by the terms of this Agreement.
- (b) Resurrection shall provide a planned, supervised professional curriculum as specified in the most recent outline of the professional curriculum supplied in writing at regular intervals by Resurrection to Harper.
- (c) Resurrection agrees to make available to Harper's Health Information Technology career advisor and Program director, the group profiles of Harper students' performances at Resurrection in order to ensure an informed advising process at Harper so that appropriately qualified students are referred to Resurrection for admission.

#### 6.3 Joint Responsibilities

- (a) Each Party shall, on reasonable request of the other Party, permit the inspection of its facilities, available services (i.e. counseling, library, labs, etc.), and such other items pertaining to the Program by representatives of the other Party charged with the responsibility for approval of the facilities or accreditation of the curriculum.
- (b) Each Party shall comply with all federal, state and local laws, rules and regulations applicable to it, including those relating to nondiscrimination in admissions.

- (c) The Parties shall cooperatively work to jointly develop methods for evaluating the Program.
- (d) Each Party shall provide the other with prompt written notice of any change in status which would reasonably be expected to cause such other Party to consider terminating or seeking modification of this Agreement. Such a change of status includes any unfavorable change in the Party's accreditation status.
- (e) The Parties shall meet on an annual basis to review this Agreement and the curriculum requirements set forth herein and in **Exhibit A** to determine if modifications or changes to the Agreement, including the general and admission requirements and HIT Curriculum are required. Any modification or changes to this Agreement shall be made in accordance with the amendment requirements set forth under Section 11.6.

## ARTICLE VII RETENTION OF AUTHORITY

Throughout the term of this Agreement, Resurrection and Harper shall retain all authority and control over its own business, policies, operations and assets, and shall continue to be autonomous corporations, governed independently by their respective governing bodies. Neither Party, through this Agreement, delegates to the other Party any of the powers, Duties and responsibilities vested by law or through its bylaws to its governing body.

# ARTICLE VIII MUTUAL INDEMNIFICATION

Each Party agrees to defend, indemnify and hold the other Party, its officers, directors, agents, employees, affiliates, successors and assigns harmless for all losses, liabilities claims and expenses whatsoever, including attorneys fees, arising out of any act or omission of the indemnifying Party (including its agents, employees, students and other affiliated persons and representatives) relating to, arising out of, or in connection with this Agreement and the services to be provided hereunder.

# ARTICLE IX TERM AND TERMINATION:

9.1 <u>Term</u>. The initial term of this Agreement shall begin on the Effective Date and continue for a period of three (3) years, unless terminated as provided herein. Thereafter, this Agreement shall be renewable upon written agreement signed by authorized representatives of Resurrection and Harper. The initial term and all renewal terms shall collectively be the "Term" of this Agreement.

#### **<u>9.2</u>** Termination. This Agreement may be terminated as follows:

- (a) <u>Termination Without Cause</u>. Either Party may terminate this Agreement at any time upon six (6) months prior written notice to the other Party, such termination to be effective at least six (6) months from the date of such notice, or the end of the academic term, whichever occurs first.
- (b) <u>Termination Due to Uncured Breach</u>. If either Party materially breaches this Agreement, the other Party will have the right to give the breaching Party notice thereof, specifying the breach or breaches, and the breaching Party will have thirty (30) days from the date notice is given to cure the breach. If breach is not cured within said time frame, the non-breaching Party may terminate this Agreement at any time thereafter upon written notice to the breaching Party, provided the breach then remains in effect.
- (c) Termination Due to Amendment or Change in Law. Resurrection shall have the unilateral right to terminate or amend this Agreement, without liability, to the extent necessary to comply with any legal order issued to it by a federal or state department, agency or commission, or accrediting organization, or if it is reasonably determined that continued participation in this Agreement would be inconsistent with its status as an organization described in Article 501(c)(3) of the Internal Revenue Code of 1986, as amended, or would expose the Resurrection to undue risk of being deemed to have violated any law applicable to health care providers and/or Harpers. Prior to termination of this Agreement pursuant to this subsection, Resurrection shall first reasonably attempt to amend this Agreement in a manner that will achieve the business purposes hereof. If Resurrection proposes an amendment to this Agreement in order to comply with applicable law or accreditation standards, and such amendment is unacceptable to Harper, Harper may choose to terminate this Agreement immediately upon notice at any time thereafter.
- 9.3 <u>Effect of Termination or Non-Renewal on Current Student Program Participants</u>. If this Agreement is terminated or expires, to the extent applicable and feasible, students then enrolled under the Program will be permitted to complete the Program under the terms of this Agreement, as may be amended, provided that such students complete the Program on a substantially full-time basis, with new students no longer being accepted into the Program.

# ARTICLE X CONFIDENTIALITY

In providing its obligations under the terms of this Agreement, Resurrection and Harper acknowledge that certain information that each shall acquire is of a confidential and proprietary character ("Confidential Information"). Resurrection and Harper shall exercise care and protection with respect to the other Party's Confidential Information and not directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information. The Parties may disclose Confidential Information if so required by law (including court order or subpoena), provided that the non-disclosing Party may require the disclosing Party to request the appropriate court or governmental body to seal the record that contains such Confidential Information. Each Party shall notify the other Party of any requirement that it disclose the other Party's Confidential Information by operation of law, regulation or other legal

process, and shall cooperate fully to protect the Confidential Information. The Parties acknowledge and agree that any breach of the terms of this Article will result in irreparable harm to the other Party, such that the non-disclosing Party cannot be reasonably or adequately compensated in damages for such breach and shall therefore be entitled, in addition to any other remedies that may be available to it, to seek any and all equitable remedies including, without limitation, injunctive relief to prevent such breach and to secure the enforcement thereof.

## ARTICLE XI MISCELLANEOUS PROVISIONS

- 11.1 <u>Independent Contractor Status</u>. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the Parties. In the performance of their respective obligations hereunder, the Parties are at all times independent contractors and, except as may be stated in this Agreement, neither Party shall have control of the manner in which the other Party performs its work and functions. Neither Party nor their respective faculty, employees or agents shall be or shall claim to be the faculty, employee or agent of the other, except as may be stated in this Agreement. In that regard, no Party shall owe any compensation to or on behalf of the other Party's faculty or other employees of the type generally related to employment, including, but not limited to, salary, vacation, pension, insurance, workers compensation, unemployment compensation or employer's federal or state taxes.
- 11.2 <u>No Third Party Rights</u>. This Agreement shall not be construed under any circumstance to confer any rights or privileges on the Student or any other third parties, and neither Harper nor the Resurrection shall be under any obligation to any third party by reason of this Agreement or any term thereof.
- 11.3 <u>Governing Law</u>. This Agreement shall be governed and construed and the rights and obligations of the Parties hereto shall be determined in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereunder.
- 11.4 <u>Notices</u>. All notices that may be given under this Agreement shall be in writing, addressed to the receiving Party's address set forth below or to such other address as the receiving Party may designate by notice hereunder, and shall be delivered by hand or by traceable courier service (such as Federal Express) or sent by certified or registered mail, return receipt requested:

Resurrection: Resurrection University

Beth Brooks, President

3 Erie Court

Oak Park, IL 60302

Harper:

Harper College

All notices shall be deemed to have been given, if by hand or traceable courier service, at the time of the delivery to the receiving Party at the address set forth above or to such other address as the receiving Party may designate by notice hereunder, or if sent by certified or registered mail, on the 2<sup>nd</sup> business day after such mailing.

- 11.5 <u>Amendment</u>. This Agreement may be amended by mutual consent of the Parties; provided, however that such amendments shall be written and signed by the Parties hereto.
- 11.6 <u>Waiver of Breach</u>. No covenant or condition of this Agreement can be waived, except to the extent set forth in writing by the waiving Party.
- 11.7 <u>Entire Agreement</u>. This Agreement, together with all attachments and exhibits hereto, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to said subject matter.
- 11.8 <u>Counterparts</u>. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives have executed this Agreement.

By: Black Burks
Dr. Beth A. Brooks, President
Date: 17/7/11
By: Dr. Beth A. Brooks, President  Date: 17   1

RESURRECTION UNIVERSITY

HARPER (	COLLEGE	
/		
By:	h Ender, President	_
Dr. Kennet	h Ender, President	
Date:	1/00/17	

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EXHIBIT A

CURRICULUM
as offered at HARPER COLLEGE and RESURRECTION UNIVERSITY

			<u></u>		ResU	
			Hausau Hue	ResU	Course	
	CategoryDescription	Harper Course	Harper Hrs.	HoursReq	Equivalent	
**Human Anatomy &	Pre-HIIM at Harper or			,	DIO 2001	
Physiology I (BIO 2601)	ResU	4		3	BIO 2601	
**Human Anatomy &	Pre-HIIM at Harper or	DIO 425			DIO 2602	
Physiology II (bio 2602	ResU	BIO 135	4	3	BIO 2602	
Introduction to Computers,						
Windows and MS Office	Pre-HIIM at Harper	CIS 100 or 101	3	3		
*Pathology	Pre-HIIM at Harper					
*Pharmacology	Pre-HIIM at Harper	BIO 136				
*Pathopharmacology (AH						
2700)	Pre-HIIM at Resu		3	4	AH 2700	
**Medical Terminology (AH	D. LIHAA A D	1100 113	2	3	AH 1570	
1570)	Pre-HIIM at Resu	HSC 112		<del>                                     </del>	An 1370	
General Elective	General Education	CIS 143	3	3		
General Elective	General Education	CIS 211	3	<del></del>	ļ	
English Comp I	General Education	ENG 101	3	3		
English Comp II	General Education	ENG 102	3	3		
		Math 165 or	1			
Math/Statistics	General Education	MGT 225	4	3		
		See HC Catalog				
		for IAI approved				
Humanities of Fine Arts	General Education	courses.	3	3		
		See HC Catalog				
		for IAI approved				
Humanities or Fine Arts	General Education	courses.	3	3		
		See HC Catalog				
		for IAI approved				
Humanities or Fine Arts	General Education	courses.	3	3		

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		See HC Catalog for IAI approved			
Physical Science Elective w/lab	General Education	courses.	4	4	
Life Science Elective	General Education	See HC Catalog for IAI approved courses.	3	3	
Social Science Elective	General Education	See HC Catalog for IAI approved courses.	3	3	
Social Science Elective	General Education	See HC Catalog for IAI approved courses.	3	3	
Social Science Elective	General Education	See HC Catalog for IAI approved courses.	3	3	
			3	3	
Speech Communication	General Education	SPE 101 or 102	3	3	
Classification and Indexing of Clinical Data & Lab	CPT Coding	HIT 196	3	4	HIIM 4110
Classification, Nomenclature & Indexing of Health Data & Lab	ICD Coding	HIT 197	3	4	HIIM 3220
Health Information Systems Infrastructure and Database Design	Health Information Systems Infrastructure and Database Design	HIT 200	3	3	HIIM 3110
Introduction to HIIM & Lab	Introduction to HIIM & Lab	HIT 220	3	4	HIIM 3100
Legal Aspects of HIIM	Legal Aspects of HIIM	HIT 250	3	3	HIIM 3330
Human Resource Management in Healthcare (HIIM 3105)	Health Informatics Management Program			3	
Health Information Management Systems (HIIM 3110)	Health Informatics  Management Program			3	

Comparative Records (HIIM	Health Informatics				
3115)	Management Program			2	
Professional					
Communications/HIIM					
Relationships in the					!
Healthcare Setting (HIIM	Health Informatics				!
3210)	Management Program			2	
Quality Improvement (HIIM	Health Informatics				
3400)	Management Program			3	
3400)	MidilaRement Logiam				
Directed Experience (HIIM					
3450)	Directed Experience	HIT 240	3	2	HIIM 3450
HIIM's Role in Assessing &				A0000000000000000000000000000000000000	
Implementing Health					
Information Technologies	Health Informatics				
(HIIM 4115)	Management Program			3	
Budget and Finance for the					
Healthcare Setting (HIIM	Health Informatics				
4200)	Management Program			3	
Project Management (HIIM	Health Informatics				
Project Management (HIIM 4203)	Management Program			3	
4203;	Management Togram				
Medical Ethics and Sectarian	Health Informatics				
Values (HIIM 4272)	Management Program			3	
values (rillivi 1272)	Widingement Togram				
Healthcare Reimbursement	Health Informatics				
(HIIM 4320)	Management Program			3	!
HIIM Statistics & Research	HIIM Statistics &				
(HIIM 4420)	Research	HIT 230	3	3	HIIM 4420
Data Analysis & Lab (HIIM	Health Informatics				
4525)	Management Program			4	ļ
Leadership in HIIM (HIIM	Health Informatics				
4600)	Management Program			3	
D. Constant Disputation	the state to form ortice				
Professional Practice Experience (HIIM 4650)	Health Informatics  Management Program		0	4	
Experience (rinivi 4030)	Wanagement Togram		77	121	