# ANNE ARUNDEL COMMUNITY COLLEGE and COLLEGE OF SOUTHERN MARYLAND TEACH OUT AGREEMENT

Anne Arundel Community College, ("AACC"), located in Arnold, Maryland, and the College of Southern Maryland ("CSM") located in Waldorf, Maryland (collectively, the "Parties" enter into this Teach Out Agreement ("Agreement") as of the date last signed below.

AACC and CSM are both accredited by the Middle States Commission on Higher Education. Furthermore, AACC has a Health Information Technology (HIT) Program that is no longer accepting students and has applied for discontinuation of the program with the Maryland Higher Education Commission effective May 2021. The HIT Program at AACC maintains ongoing accreditation through the Commission on Accreditation for Health Informatics and Information Management Education (CAHIIM). AACC and CSM enter into this Agreement to facilitate the successful academic program completion of all enrolled students in AACC HIT Program that wish to complete their Associate of Applied Science ("AAS") degree.

Through the execution of this Agreement, AACC and CSM enter into a teach-out plan and agreement to ensure Qualifying Students at AACC have an opportunity to achieve the successful completion of their HIM program at CSM.

## A. Qualifying AACC Students

This Agreement pertains only to the transfer of "Qualifying Students", *i.e.*, those students who:

- 1. Fall into one of these categories:
  - o Enrolled in the HIT Program at AACC when it closed;
  - Enrolled in the HIT Program at AACC during the 365 days prior to closure without completing the program of study; and/or
  - Have completed at least one (1) HIT course at AACC.

#### **B.** Duties of CSM

CSM will allow Qualifying Students of AACC enrolled in the HIT Program to complete their AAS degree in a seamless manner that maintains the completion schedule established when enrolled at AACC, and strives to do so with minimal loss of credit and time to degree completion; however, the Parties acknowledge that no promise, guarantee or warranty is made by CSM regarding the extent of lost credits or time needed to degree completion. CSM agrees to implement the transfer of Qualifying Students in accordance with the following requirements and protocols:

1. A Qualifying Student may transfer up to the equivalent of 47 semester hour credits into the comparable Health Information Management (HIM) program at CSM in accordance with current AACC and CSM transfer credit policies. A minimum of 16 semester hour credits must be completed at CSM for a Qualifying Student to be awarded an AAS degree from CSM.

The chart below shows the Qualifying Courses, the course equivalency for each Qualifying Course, and the CSM courses that Qualifying Students will need take to complete the Program and be awarded the credential:

AACC Course Equivalencies			CSM Qualifying Courses and Requirements to Complete the Program		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
BIO 231 or BIO 233	Human Biology1 or Anatomy and Physiology 1	4	BIO 2070 and 2070L	Integrated Human Anatomy and Physiology I/Lab <sup>1</sup>	4
BIO 232 or BIO 234	Human Biology 2 or Anatomy and Physiology 2	4	BIO 2080 and 2080L	Integrated Human Anatomy and Physiology II/Lab <sup>1</sup>	4
CTA 100 or CTP 103	Computing and Information Technology or Theories and Applications of Digital Technology	3	-	Not Transferable (Does not fulfill any program requirements)	-
MDA 113	Medical Terminology	3	HEA 1105	Comprehensive Medical Terminology	3
MDA 114	Diseases of the Human Body	3	BIO 2800	Human Pathophysiology	3
ENG 101 or ENG 101A	Academic Writing and Research 1	3	ENG 1010	Composition and Rhetoric	3
MAT 135	Statistics	3	MTH 1015	Introduction to Statistics	3
ENG 102	Academic Writing and Research 2	3	PHL 1150	Cyber Ethics (Arts & Humanities) <sup>2</sup>	3
COM 111	Fundamentals of Oral Communication	3	COM 1010	Basic Principles of Speech Communication <sup>2</sup>	3
SOC/Beh SCI GER	Social and Behavioral Sciences General Education Requirements	3	SOC 2010	Technology and Society <sup>2</sup>	3
Wellness GER	Wellness General Education Requirement	3	-	Not Transferable (Does not fulfill any program requirements)	-
MDA 112	Pharmacology for Health Professionals	3	HEA 1440	Pharmacology for Healthcare Professionals	3
HIT 111	Introduction to Health Information Technology 1	3	HIM 1103	Introduction to Health Information	3
HIT 112	Healthcare Statistics and Quality/Performance Improvement	3	HIM 2230	Health Information Management Statistics & Research	3

HIT 113 +	Introduction to Health	4	HIM 2100	Revenue Cycle	4
HIT 112 +	Information Technology 2			Management Application	
HIT 221	AND Healthcare Statistics				
	and Quality/Performance				
	Improvement (1 credit) AND				
	Advanced Coding (1 credit)				
HIT 217	Introduction to ICD Coding	8	HIM 1140	Diagnostic and Procedural	8
HIT 218	Introduction to CPT/HCPCS		(4) and	Coding I (Spring 2) &	
	Coding		HIM 1150	Diagnostic and Procedural	
HIT 221	Advanced Coding		(4)	Coding II (Summer 1)	
HIT 220	Legal Aspects of Health	3	HIM 2215	Legal and Ethical Aspects	3
	Information Management			of Health Information	
				Management	
HIT 222	Reimbursement	3	HIM 1130	Introduction to Revenue	3
	Methodologies			Cycle Management (Spring	
				1)	
HIT 276	Health Information	3	HIM 2255	Health Information	2
	Technology Practicum			Management Professional	
				Practice Experience	
-	Equivalent course not	-		Health Information	3
	available at AACC		HIM 2200	Management Data	
				Analytics	
	Equivalent course not	-	HIM 2240	Advanced Revenue Cycle	3
	available at AACC			Management	
	Equivalent course not	-	HIM 2225	Health Information	3
	available at AACC			Management Leadership	
				Principles	

<sup>1</sup>The combination of these courses will grant students a course substitution for BIO-1040 and BIO-1040L. Students must complete BIO-231 and BIO-232 OR BIO-233 and BIO-234 in order to receive the course substitution.

- 2. If additional books, materials, or industry test exams are required to complete the program, the Qualifying Student shall be given the choice of purchasing these through the CSM Bookstore, or through other sources.
- 3. CSM shall enroll the Qualifying Student only in a program comparable to the AACC HIT Program as stated under clause 2, above. Enrollment in a non-comparable, different program is not covered by the terms of this Agreement.
- 4. CSM will coordinate with the Maryland Higher Education Commission ("MHEC") to serve as the record repository for all Qualifying Student records.
  - For all Qualifying Students who transfer to CSM and seek to complete the AAS degree in the HIM program at CSM, AACC will provide in both electronic format and hard-copy format

<sup>&</sup>lt;sup>2</sup>Students transferring under this teach-out agreement will be granted the appropriate course substitution.

when electronic format is not available, including but not limited to: 1) Admissions file including signed and dated Enrollment Agreement, 2) academic transcripts, 3) attendance records, 4) financial aid records, and 5) student account records.

5. AACC and CSM shall designate, and provide the contact information for a staff person at AACC who is responsible for the oversight of the transfer of Qualifying Students.

Name of Contact Person:

Title of Contact Person:

Registrar

Email Address of Contact Person: <a href="mailto:nabeier@aacc.edu">nabeier@aacc.edu</a>
Phone Number of Contact Person: 410-777-2834

Name of Contact Person:

Title of Contact Person:

Email Address of Contact Person:

Jacqueline Koerbel

Health Sciences Advisor

jskoerbel@csmd.edu

Phone Number of Contact Person: 301-934-7510

- 6. If the Qualifying Student is using federal Title 38, VA Education Benefits (GI Bill® Education Benefits), CSM shall adhere to all applicable U.S. Department of Veterans Affairs' regulations, including the regulations governing the awarding prior credit, as regulated under Title 38, Code of Federal Regulations, Sections 21.4253(d)(3) and 21.4254(c)(4).
- 7. CSM shall enroll a Qualifying Student who is using Title 38, VA Education Benefits (GI Bill® Education Benefits) only in a VA-qualified program or educational institution.
- 8. Regarding GI Benefits, AACC understands that courses that were successfully completed by the Qualifying Student at AACC generally may not be certified again for VA purposes if the courses are repeated. However, if a student failed a course, or if a program requires a higher grade than the one achieved in a particular course for successful completion, then CSM may be able to re-certify the course in accordance with applicable federal regulations.
- 9. AACC will communicate its plans to cease teaching operations and encourage students to review and accept the terms of the teach-out plan and agreement with CSM. In accordance with regulatory and accreditation requirements, students are free to make appropriate decisions regarding their education.
- 10. CSM shall require each Qualifying Student to sign an acknowledgment that the student has been provided with information regarding the U.S. Department of Education's loan discharge policy by CSM. CSM will not advise AACC students regarding whether the student is eligible for loan discharge.

#### C. Termination

1. Either Party may, at its sole discretion, terminate this Agreement upon delivering sixty (60) days written notice to the other Party and the Maryland Higher Education Commission. Should notice of termination be given by either Party, those Qualifying Students already accepted for admission by

CSM pursuant to this Agreement shall be permitted to complete the Program in accordance with the course equivalencies in effect at the time of the termination.

## D. Amendment

- 1. This Agreement constitutes the entire understanding of CSM and AACC with respect to their rights and obligations in carrying out the terms of this Agreement and supersedes any prior or contemporaneous agreements or understandings.
- 2. This Agreement may be modified only by written amendment executed by both parties.

#### E. Term of Agreement

This Agreement is for a term commencing on the date that this Agreement has been executed by both Parties (the "Effective Date"), and shall terminate upon: (1) either Party delivering notice to the other pursuant to the terms of Section D of this Agreement; or (2) the program completion of all Qualifying Students at CSM.

#### F. Governing Law

This Agreement shall be governed by the laws of the State of Maryland.

#### G. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original, and all of which will constitute one and the same Agreement. This Agreement may be executed by way of electronic signature and signature pages may be exchanged electronically, and such signatures will be deemed original signatures.

#### H. Representations and Warranties of the Parties

Both Parties to this Agreement represent and warrant that the following shall be true and correct as of the Effective Date of this Agreement, and shall continue to be true and correct during the Term of this Agreement:

- 1. The Parties are and shall remain in material compliance with all applicable federal, state, and local statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time.
- 2. Each Party has taken all action necessary for the approval and execution of this Agreement, and execution by the person(s) signing on behalf of each Party is duly authorized and has been made with complete and full authority to commit the Party to all terms and conditions of this Agreement, which shall constitute valid, binding obligations of each Party.

#### I. Severability

If any portion of this Agreement is at any time held by a court of competent jurisdiction to be void or invalid or incompatible with any applicable law, statute, ordinance or regulation, then that portion shall be deemed to be omitted from this Agreement without affecting the force, effect or validity of the remainder of this Agreement.

#### J. No Partnership/Joint Venture

Nothing in this Agreement is intended, nor shall it be deemed, to constitute a partnership or joint venture between the Parties.

#### K. Notices

1. Any notice or communication permitted or required between the Parties under this Agreement shall be in writing and given by hand delivery, delivery by United States mail, email, or delivery by commercial overnight carrier. Notice shall be effective upon receipt to the person to whom it was addressed or three (3) days after notice was sent, whichever is earlier. Notices shall be provided to the following individuals:

For AACC: Anne Arundel Community College

101 College Parkway Arnold, MD 21012 Attn: General Counsel Eoparker1@aacc.edu

For CSM: College of Southern Maryland

8730 Mitchell Road La Plata, MD 20646 Attn: Registrar's Office jgrogers@csmd.edu

3. Either Party may change the notice address set forth in this Agreement by providing notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COLLEGE OF SOUTHERN MARYLAND

ANNE ARUNDEL COMMUNITY
COLLEGE

By:	Maureen Murphy By: Maureen Murphy (Feb 26, 2021 13:02 EST)
Dr. Dawn Lindsay	Dr. Maureen Murphy
President	President
Anne Arundel Community College	College of Southern Maryland
Feb 19, 2021	Feb 26, 2021
Date	Date

Signature: Michael Gavin (Feb 18, 2021 13:00 EST)

Email: mhgavin@aacc.edu

# CSM and AACC HIT Teachout Agreement-FINAL

Final Audit Report 2021-02-26

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