



# American Academy of Professional Coders

## PROFESSIONAL MEDICAL CODING CURRICULUM (PMCC) Certified Professional Coder-Hospital (CPC-H®) Currently Approved PMCC Instructor

### COURSE WORK AGREEMENT

This COURSE WORK AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the American Academy of Professional Coders', a North Carolina corporation ("AAPC"), and \_\_\_\_\_, (hereinafter "Licensee"). AAPC and Licensee are also referred to collectively herein as the "parties".

#### RECITALS

- A. AAPC creates and administers programs whereby individuals may utilize "Current Procedural Terminology" ("CPT®") coding, various aspects of the International Classification of Diseases, Clinical Modification, Ninth Revision (ICD-9-CM), and the Health Care Financing Administration Common Procedure Coding System (HCPC™S), and thereby gain an in-depth knowledge of the application of surgical and medical terminology to the process whereby health care providers can report procedures and services to third-party payers for payment (collectively "coding").
- B. Licensee desires to use in its curriculum the AAPC's program to teach its students coding.
- C. AAPC has agreed to allow Licensee to use the AAPC's educational materials, program, and certain other benefits, as outlined in this Agreement.
- D. The parties desire to enter into a written agreement setting forth their respective rights and obligations with regard to Licensee's use of AAPC educational materials, programs, and benefits.

NOW THEREFORE, in contemplation of and in reliance on the foregoing, and in consideration of the mutual promises set forth herein and for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

1. **Definitions.** The following terms when used in this Agreement shall have the definitions given them in this paragraph.
  - a. **AAPC Materials** --- Any curriculum, information, method, products, items, or materials obtained from the AAPC pursuant to this Agreement.
  - b. **Certified Professional Coder-Hospital (CPC-H®)** --- title bestowed by the AAPC upon an individual who has successfully passed the CPC-H™ Exam, who has demonstrated two years coding experience (one year may be waived by submitting proof of completion of a coding course consisting of a minimum of 80 hours of classroom instruction), and who maintains accreditation by completing 36 continuing education units (CEUs) every two years. Enrollment

in this curriculum does not automatically waive one year of experience, above hours must be met.

- c. **CPC-H<sup>®</sup> Exam** --- An examination administered by the AAPC whereby an individual can, by achieving the requisite score on the examination, and fulfilling the necessary requirements, thereby become accredited by the AAPC, earning the title “Certified Professional Coder-Hospital” (CPC-H<sup>®</sup>).”
  - d. **Default** --- The failure of any party to perform any obligation of such party hereunder. The parties hereby stipulate and agree that Licensee’s termination or breach of this Agreement prior to the expiration of its term in order to, or as a consequence of which Licensee does replicate or duplicate in any manner the AAPC’s programs or materials, or to purchase, create, produce or hold a program or programs (whether the Licensee’s or another entity’s) reasonably similar to that of the AAPC’s, whether on the Licensee’s main campus or in any other place or at any other time, shall be a Default by Licensee of this Agreement and a breach of the covenant of good faith and fair dealing hereunder.
  - e. **Instructors** --- An individual who has demonstrated at least five years experience in the coding and reimbursement related field, who is a current Certified Professional Coder - Hospital (CPC-H<sup>®</sup>), is currently in good standing with the AAPC, has submitted two letters of recommendation from an instructional environment, attended and passed the AAPC’s PMCC Instructor Training Course, and maintain their approval through submitting to the AAPC their required Continuing Teaching Units (CTUs). A total of five instructors may teach under one agreement. Each additional instructor beyond the five will require an additional two hundred dollar fee (\$200.00) per term and meet all other approved PMCC instructor requirements.
  - f. **CPC-H<sup>®</sup> Student Textbook** --- An AAPC prepared CPC-H<sup>®</sup> student workbook containing coursework materials designed to educate students in coding issues. We strongly suggest each student obtains real world experience.
  - g. **Study Guide** --- An AAPC 2009 CPC-H<sup>®</sup> Study Guide may be purchased at a discount of \$99.95 each, shipping and handling not included. ***Instructor must place the order and pay for the study guides to receive this instructor bulk discount.***
2. **Service of the AAPC.** The AAPC shall provide the following to Licensee for a cost of Twenty-five hundred (\$2500), unless otherwise stated:
- a. **Course Materials** --- Upon receipt of Twenty-five Hundred Dollars (\$2,500), the AAPC will forward materials including one CPC-H Instructor Manual set, one CPC-H<sup>®</sup> Student Workbook set. Other currently approved instructors may purchase the Instructor manual set, at a cost of \$300 per set. The cost of subsequent CPC-H<sup>®</sup> Student Workbooks will be priced to the licensee based on the following quantity discounts, shipping will be added. ***Books must be shipped to one address and ordered 2 weeks in advance. Pricing does not include shipping.***

<b>1-25</b>	<b>\$99.00 each set</b>
<b>26-50</b>	<b>\$94.00 each set</b>
<b>51-75</b>	<b>\$89.00 each set</b>
<b>76-100</b>	<b>\$84.00 each set</b>
<b>100+</b>	<b>\$79.00 each set</b>

Each student enrolled in the course is required to purchase the CPC-H™ Student Textbook set from the instructor. Any unused workbooks must be returned to the AAPC for a refund within 30 days of receipt. There will be a \$10.00 restocking fee per set. Books may not be returned after 30 days. Prices are subject to change as determined by the AAPC.

- b. **Student Membership** --- Students enrolled in the course are required to obtain membership with the AAPC. Instructors must submit a completed AAPC student membership application and Seventy Dollars (\$70) student membership fee, or Eighty Five Dollars (\$85) for International student membership fee for each student
  - c. **CPC-H® Exam** --- A CPC-H™ Exam will be provided for each student enrolled in the PMCC CPC-H course that pays to the AAPC the discounted registration fee of Two Hundred Sixty Dollars (\$260). The AAPC allows students who did not receive certification by achieving a passing score in each of the three sections, to retake the CPC-H™ exam at no charge, one time within a one year period. To retake of this exam after that time, the student must pay the regular member price of the exam. It is not a course requirement that the student take the exam. ***Only the current year exam will be given each year.***
  - d. **Grading** --- CPC-H® exam results will be mailed to the examinee within four weeks following the exam. The instructor will receive a pass/fail list for all students who have signed a release form, seven to ten days after the release of the students' results. If the examinee does not pass, but retakes the exam without being enrolled in a PMCC class, the subsequent exam results will be sent to the examinee only.
  - e. **CPC-H® Certificate** --- CPC-H® diploma of certification will be provided to each student who provides proof of the two years required education and/or coding experience and successfully passes the CPC-H™ Exam.
  - f. **CPC-H® Apprentice.** CPC-H®-A certificate will be awarded to each student who successfully passes the CPC-H® exam but lacks the required education and/or coding experience in the coding field.
  - g. **Technical Support.** The AAPC will attempt to answer questions of a technical nature regarding AAPC materials. Services, of technical support, are offered pursuant to the AAPC's resources dedicated to technical support. Moreover, the AAPC offers such technical support only to the extent AAPC materials are used in the manner for which they were designed, namely, for educational purposes only, and in compliance with the terms of this contract.
3. **Duties of Licensee.** Licensee agrees to the following conditions:
- a. **Reporting.** Licensee shall report the name, address, certification level and PMCC approval date of the instructor, including two letters of recommendation and the AAPC's Instructors Application to the AAPC at the time the Coursework Agreement is submitted for approval. Licensee shall report within thirty (30) days after the execution of this Agreement how the course material will be integrated into an existing course of study taught quarterly, by semester, or taught intensively. (Course material is modular to allow flexible implementation). Proof of state approval and/or business license must be submitted to AAPC.
  - b. **CPC-H® Exam.** The Licensee shall arrange to have the CPC-H® Exam supplied by the AAPC. Exam date must be approved by the AAPC at least 60 days prior

to its execution. Required materials (exam order form, exam application, two (2) letters of recommendation indicating proof of experience *and* payment of Two Hundred Sixty Dollars (\$260) each, must be submitted to and received by the AAPC within six weeks prior of exam date. The AAPC will grade the certification examination; Licensee retains the right to determine final course grading.

- c. **Proctoring.** Licensee agrees two proctors must be present each time the certification exam is scheduled and hosted by Licensee site. The certified instructor will serve as main proctor and the second proctor must be a member of the AAPC, not necessarily a certified member when administering the CPC-H<sup>®</sup> Examination to students at conclusion of course. Licensee will also serve as proctor for other AAPC members not enrolled in class, providing they contact licensee previous to the test date and obtain permission through the AAPC National Office. The certified instructor is responsible for obtaining alternate proctors with the AAPC, if so needed, for the exam. This alternate proctor will receive the proctor confirmation and exams. Instructor, Licensee, and alternate proctors must adhere to all terms and conditions as outlined in the AAPC Proctor Site Agreement Contract.
- d. **Sales of AAPC Materials.** Licensee shall use its best efforts to ensure that AAPC materials (as necessary) including CPC-H<sup>®</sup> Student Workbook set are purchasable only through the Licensee. Students are prohibited from selling the materials or utilizing the materials acquired from the AAPC for any purposes other than their own learning. Licensee may purchase the CPC-H<sup>™</sup> Student Workbook sets from the AAPC at a discount below retail, for resale to enrolled students.
- e. **Transferal of Monies.** In the event that the Licensee collects the CPC-H<sup>®</sup> Examination fee of \$260, and/or the student membership fee of \$70 or \$85, monies collected must be submitted to AAPC within ten (10) days of receipt. The Licensee can hold no monies for the express purpose of paying for such material and/or services. Licensee should place ½ of all monies collected from students in escrow, either in accordance with state consumer requirements or until mid-term, per AAPC policy.
- f. **Protection of the AAPC and the AAPC's Rights.** Licensee shall not distribute all or any portion of the AAPC materials without the prior written consent of AAPC to any person. Licensee may not use AAPC materials for any purpose other than to conduct a course as contemplated by this Agreement. Licensee may not decompile, disassemble, copy, create any derivative work, or in any other manner copy or reproduce, in whole or part, any AAPC materials without the prior, written consent of AAPC. Licensee Actions of any employees, instructors, agents, or subcontractors in violation of the Licensee's duties under the foregoing shall be deemed an act of the Licensee. Further, Licensee is solely responsible for the conduct of its courses and the satisfaction of its students, and shall defend and hold the AAPC harmless from any and all claims of the said students relating to the course, including, as necessary, but not limited to, reasonable attorneys' fees and costs of court. In the event of legal action by a student of Licensee to which the AAPC is named as a party, Licensee shall conduct the defense of the same utilizing counsel acceptable to the AAPC. If AAPC is required to retain its own counsel to defend such claims, Licensee shall reimburse the AAPC for such expenses and costs of court on an ongoing basis, as and when statements for the same are submitted by the AAPC, and all such not paid within thirty days of submission to Licensee shall accrue interest at a rate of ten percent per annum from the date of each such statement until paid. If the AAPC is required to initiate collection actions against Licensee for such



Delay in the performance by either party of any obligations imposed pursuant to this Agreement shall be excused to the extent caused by unforeseeable and unforeseen causes beyond the delaying party's control, including, to the extent the following meet those criteria, flood, earthquake, fire, strike, government regulation, other acts of civil or military authorities, insurrection or riot or other civil disorder, or war. Provided, however, that if such delay causes or will cause, in the non-delaying party's reasonable estimation, prejudice to the non-delaying party, the non-delaying party may terminate this Agreement by giving notice to the delaying party of the non-delaying party's election to terminate, in which case this Agreement shall be terminated on the date such notice of election to terminate is effective.

8. **Limitation of Warranties and Liability.** If for any reason any item of AAPC materials, including CPC-H<sup>®</sup> Student Workbooks, is defective, the AAPC will issue a replacement of the item after AAPC's receipt of the defective item and proof of purchase. The AAPC makes no warranty, express or implied, as to the AAPC materials, which disclaimer includes any implied warranty of merchantability or fitness for any particular purpose. The AAPC shall not be liable, and Licensee hereby waives any rights to the contrary, for damages, including without limitation lost profits or savings and other incidental or consequential damages arising from Licensee's or Licensee's students use, misuse, or inability to use AAPC materials, whether or not and even though the AAPC has been advised of the possibility of damages.
9. **Parties' Relationship.** The parties acknowledge and agree that the relationship of the parties is limited to that of supplier of goods and services (the AAPC), and purchaser of such goods and services (Licensee). The parties are not partners or joint ventures, nor is one party a franchise, employee, agent, or contractor of the other.
10. **Binding Effect; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, including upon Licensee notwithstanding that Licensee is or may be state operated or funded in any manner by any state or political subdivision. No party may assign its right hereunder or delegate the performance of its duties, obligations and undertakings hereunder without the express written consent of the party to this Agreement holding the benefit of such duties, obligations, and undertakings. The AAPC will not consent to an assignment of, and Licensee may not assign, this Agreement to any student, instructor, or any other natural person, and no student, former student, instructor, or other natural person is intended to be a third-party beneficiary of this Agreement.
11. **Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, with the express exception of an action to recover collection costs, pursuant to the provisions of paragraph 3. f. hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof per Utah jurisdiction.
12. **Governing Laws.** This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah and adjudicated in the State of Utah.
13. **Attorney Fees.** In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney(s) shall be paid by the party who is determined to have breached or defaulted hereunder, including fees and costs incurred upon appeal or in bankruptcy court.
14. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable,

such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement, which shall remain enforceable as written.

15. **Amendments; Modifications.** This Agreement may not be modified, altered, supplemented, amended or superseded in any way except by writing signed by both the AAPC and Licensee.
16. **Construction; Captions.** As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural and all plural words shall include the singular, as the context may require. The article and section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions hereof. All exhibits if any attached hereto and schedules, if any, referred to herein are hereby incorporated herein as though set forth herein at length.
17. **Counterparts; Signature Delivered by Facsimile.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument. Any executed counterpart may be delivered by facsimile transmission, and such facsimile transmission when received shall constitute an original execution and delivery of this Agreement.
18. **Further Action.** The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable fully to carry out the provisions and intent of this Agreement.
19. **Remedies Cumulative.** The Parties' rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other right or remedy which they may have under any other agreement or at law or in equity.
20. **Notice.** All notices to be given pursuant to this Agreement shall be sufficient if given by personal service, by guaranteed overnight delivery service, by telegram, by facsimile transmission, or by mail postage prepaid, certified or registered mail, return receipt requested, to the addresses of the parties as set forth below, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence, and notice hereunder shall be deemed given, upon the date of personal service, the date after delivery to the guaranteed overnight delivery service, the date of sending the telegram, the date of confirmation of successful transmission of a facsimile, or two (2) days after mailing certified or registered mail.

AAPC Address: American Academy of Professional Coders  
PO Box 704004  
Salt Lake City, Utah 84170-4004  
Phone: 800-626-2633  
Facsimile: 801-236-2258

Licensee's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

21. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, representations, or understandings between them relating to the subject matter hereof. All preceding

agreements relating to the subject matter hereof, whether written or oral is hereby merged into this Agreement.

22. **Authority to Execute.** Each person or entity signing on behalf of an entity listed below affirmatively certifies that he or she has the legal power, right, and actual authority to bind such entity as expressly or impliedly provided in or by this Agreement.

LICENSEE

AAPC

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_