

Agreement between Prince George's Community College and MedStar Health

Partnership Agreement between
Prince George's Community College and MedStar Health on behalf of MedStar Washington
Hospital Center
for
Radiography Program (RAD)

This Agreement is made this 6th day of January, 2021, between Prince George's Community College (the "College"), and MedStar Health, a corporate body, on behalf of Washington Hospital Center Corporation d/b/a MedStar Washington Hospital Center ("MWHC").

WHEREAS, MedStar Health and the College are committed to expanding educational opportunities for current MWHC Radiography students; and

WHEREAS, the College offers an accredited Radiography Program; and

WHEREAS, MedStar Health and the College desire to provide a means for current MWHC Radiography students to complete a Joint Review Committee on Education in Radiologic Technology (JRCERT) accredited Radiography Program in order to satisfy eligibility requirements for the American Registry of Radiologic Technologists and be eligible for state licensure.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, MedStar Health and the College hereby agree as follows:

PROVISIONS OF THE AGREEMENT

1. This Agreement applies to the College's Radiography Program.
2. The College agrees to offer its Radiography Program to current students in the Radiography Program at MWHC.
3. Labs for the Radiography Program will be held on the College's Largo campus. Lecture classes will be held remote. Clinical classes will be held at MWHC. Classes will follow a set pattern based on the college's current schedule. Modifications may be made to accommodate student clinical experiences in accordance with JRCERT accreditation standards and will be agreed upon by both parties.
4. MWHC will designate an employee to serve as the clinical instructor for students during clinical rotations at MWHC. Student must adhere to College policies and procedures for clinical education.
5. The College and MWHC will cooperate with each other, consistent with their own policies and regulations in offering the program to students.

6. The College shall retain full and complete authority over its curriculum, policies, and procedures established for the Radiography Program.
7. Students at MWHC applying for admission to the College must meet all of the College admission criteria published in the Prince George's Community College Catalog. Students at MWHC must also meet the requirements for admission into the Radiography Program.
8. The College shall apply equal standards among students from MWHC and its regular students in approving courses for transfer credit. Transfer credit for non-credit radiography coursework completed at MWHC will be awarded as outlined in Attachment A.
9. Students at MWHC are required to complete placement and competency testing to determine any remediation required to meet student learning outcomes of the College's Radiography Program.
10. Students must satisfy all General Education requirements to complete the program.
11. Tuition and fees for students from MWHC enrolled in the Radiography Program will be paid by MedStar Health at the annual published rates. MedStar Health will be billed at the in-county tuition rate under the terms of the Maryland Health Manpower Shortage Program.
12. MWHC students participating in a College clinical education course will be covered by the College's liability insurance.
13. This Agreement may be terminated by either party for any reason upon 90 days prior written notice to the other party. Termination of this Agreement will not affect the enrollment status of MWHC students enrolled in the Radiography Program at the time of termination.
14. The College and MWHC both agree to secure and maintain adequate insurance coverage including commercial malpractice insurance in the amounts of one (1) million/three (3) million dollars, such insurance shall be on an occurrence basis or, if based on claims made, shall include "tail" coverage. Either party may self-insure, provided such insurance is recorded on its financial statements and is based on sound actuarial practice to discharge each party's respective obligations under this Article V. The College shall furnish a Certificate of Insurance, attached hereto and incorporated by reference as ATTACHMENT E, evidencing such insurance. The College agrees that MWHC will receive no less than (30) days written notice prior to the cancellation, modification or non-renewal of any commercial insurance coverage.
15. Students rotating at other locations other than MWHC will have their professional liability covered by the College at those locations.
16. The College agrees to indemnify, defend and hold harmless MWHC and their officers, directors, employees and agents from and against any and all actual or alleged claims, losses, damages, liabilities, costs and lawsuits (including reasonable attorney's fees) against them resulting from negligent acts or omissions or willful misconduct committed by the College or its agents or employees to the extent of its statutory limits of liability.

17. MWHC agrees to indemnify, defend and hold harmless the College, its officers, directors, employees and agents from and against any and all claims, losses, damages, liabilities, costs and lawsuits (including reasonable attorney's fees) against them resulting from negligent acts or omissions or willful misconduct committed by MWHC students or its agents or employees to the extent of its statutory limits of liability as provided in the Local Government Tort Claims Act, Annotated Code of Maryland, Courts and Judicial Proceedings Article, Section 5-301 et seq. MWHC and the College shall make no distinction in the admission of students to programs or in the provision of instruction to such students because of age, color, national or ethnic origin, political affiliation, religion, non-disqualifying handicap, disability, gender or sexual orientation, status as a disabled veteran or veteran of the Vietnam era.
18. MWHC and the College represent and warrant that their officers, agents, and employees shall be in material compliance with federal, State, and local laws, regulations and ordinances applicable to activities and obligations under this Agreement.
19. This Agreement and its attachments constitute the entire agreement between the parties. No change or addition to this Agreement shall be binding upon the parties until reduced to writing and signed by both parties. Attachment A may be modified as a result of the annual review of the Agreement by MWHC and the Dean of Health, Wellness & Hospitality for the College. When signed by the aforementioned parties, the modified attachments supersede any prior provisions in Attachment A.
20. The College adheres to the policies and procedures as defined by the Family Education Rights and Privacy Act (FERPA) as well as requests made under the Maryland Public Information Act (MPIA) and those made through official requests by a government agency. It is acknowledged that prior consent from the student for the release of his/her education records is not required by school or government officials who have been determined by the College to have a legitimate educational interest. School officials include instruction or administrative personnel who are or may be in a position to use the information in furtherance of a legitimate educational interest. Legitimate educational interests include those directly related to the academic environment. It is further acknowledged that the College is the custodian of a student's records during the time that the student is enrolled in that institution.
21. Neither party shall refer to the other or its affiliates, employees or agents in any advertising or public statements without prior written approval. Neither party shall use the other's trademarks, copyrights or other proprietary rights without the prior written approval of the other.
22. Neither party shall assign this Agreement, or any part, without the other's prior written consent, which consent shall not be unreasonably withheld. This Agreement shall be binding on the corporate successors of the parties.
23. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Maryland, except choice of law rules that would require the application of the laws of any other jurisdiction. Each party agrees that any legal action, suit, or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in a Maryland federal district court or appropriate Maryland state court. Each party accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any action, suit, or proceeding brought by it or

against it by the other party.

24. This Agreement is not intended to and shall not be construed to give any person or entity, other than the parties hereto, any interest, rights, or remedies (including, without limitation, any third-party beneficiary rights) with respect to or in connection with this Agreement and shall not absolve either party hereto of legal liability to any third party.
25. Any notice, or notices, required, permitted, necessary or convenient to be given pursuant to this Agreement, may be sent by certified mail, return receipt requested to the following addresses, which may be revised by the parties by written notice:

If to Prince George's
Community College:

Health, Wellness & Hospitality Division
George's Community College
301 Largo Road
Largo, MD 20774-2199
Attn: Dean of Health, Wellness &
Hospitality

If to MedStar Washington Hospital
Center/MedStar Health:

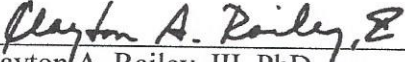
MedStar Washington Hospital Center
110 Irving Street, NW
East Building, Room 8108
Washington, DC 20010
Attn: Contract Coordinator

26. This Agreement will cover the period commencing upon January 1, 2021 and expiring on December, 31, 2023. This Agreement may be extended for two additional two-year terms with a written letter of intent sent from MedStar Health to the College.

Signature Page Follows

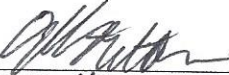
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day hereinabove written.

PRINCE GEORGE'S COMMUNITY COLLEGE



Clayton A. Railey, III, PhD
Executive Vice President & Provost

WASHINGTON HOSPITAL CENTER CORPORATION D/B/A MEDSTAR WASHINGTON
HOSPITAL CENTER/MEDSTAR HEALTH



Emily Briton
Vice President Professional Services

**ATTACHMENT A
PROGRAM DELIVERY AND USE OF FACILITIES**

1. Washington Hospital Center Corporation d/b/a MedStar Washington Hospital Students must submit a completed Prince George's Community College application for admission. College placement tests will be waived. Students are required to complete Radiography Program placement exams to determine level of didactic and clinical competency.
2. The College will offer all didactic and laboratory courses required for completion of its Radiography Program on the Largo Campus or by remote learning using the College's Learning Management System. Students shall be responsible for their own transportation to and from the College site.
3. MWHC agrees to mandate that students must take the exam administered by the American Registry of Radiologic Technologists within 60 days of completing the Radiography Program. Students who do not test within 60 days will be required by MWHC to take a mandatory refresher class at their own expense.
4. No work that a student does as part of any employment will be considered as, or count for, clinical experience for the Radiography Program.
5. Students will be awarded transfer credit for non-credit Radiography coursework at MWHC for the following PGCC courses.

Course	Description	Credits
PAS 1000	First Year Experience	1
HIM 1800	Medical Terminology	1
RAD 1510	Patient Care and Management	2
RAD 1410	Radiographic Procedures I	3
RAD 1530	Clinical Radiography I	2
RAD 1420	Radiographic Procedures II	3
RAD 1500	Image Production and Imaging Equipment I	3
RAD 1540	Clinical Radiography II	4
RAD 1550	Clinical Radiography III	4
RAD 2410	Radiographic Procedures III	3
RAD 2580	Image Production and Imaging Equipment II	3
RAD 2530	Clinical Radiography IV	4
	Total Transfer Credits	33

6. Students must complete the following PGCC Radiography courses to be awarded a Radiography Associate of Applied Science degree.

Course	Description	Credits
RAD 2420	Radiographic Procedures IV	3
RAD 2440	Radiation Biology and Protection	3

RAD 2540	Clinical Radiography V	4
Total Radiography Credits		10

7. Students must complete or transfer the following General Education courses to be awarded a Radiography Associate of Applied Science degree. The Dean of Health, Wellness & Hospitality may approve appropriate course substitutions.

Course	Description	Credits
EGL-1010	Composition I: Expository Writing	3
EGL-1340	Writing About Technical Topics	3
PSY-1010	General Psychology	3
COM-1090	Interpersonal Communication	3
BIO-2050	Human Anatomy & Physiology I	4
BIO-2060	Human Anatomy & Physiology II	4
MAT-1250	Applied College Algebra	3
Total General Education Credits		23

8. A total of 66 credits combined is required to be awarded a PGCC Radiography Associate of Applied Science degree.

PRINCE GEORGE'S COMMUNITY COLLEGE

Clayton A. Railey, III Date: 1/6/2021
 Clayton A. Railey, III PhD
 Executive Vice President & Provost

Angela D. Anderson Date: 1/6/2021
 Angela D. Anderson, MA, RT(R)(CT)(QM)
 Dean, Division of Health, Wellness & Hospitality

**WASHINGTON HOSPITAL CENTER CORPORATION
 D/B/A MEDSTAR WASHINGTON HOSPITAL CENTER/MEDSTAR
 HEALTH**

Emily Briton Date: 1-17-21
 Emily Briton
 Vice President Professional Services