

**Program Agreement
Between
Washington Hospital Center Corporation d/b/a
MedStar Washington Hospital Center
and
College of Southern Maryland**

This **Program Agreement** (“Agreement”) is made and entered into this 9th day of July, 2025, by and between **College of Southern Maryland** (hereinafter “College”) and **Washington Hospital Center Corporation d/b/a MedStar Washington Hospital Center** on behalf of its Medical Imaging School of Radiology (hereinafter “MedStar”).

RECITALS

WHEREAS, College offers an Associate of Science Degree in Pre-Professional Health Science; General Concentration to students who may pursue careers in health care;

WHEREAS, MedStar has a Radiography Program accredited by the Joint Review Committee on Education in Radiologic Technology (“JRCERT”) in which students with an Associate’s Degree may earn a Certificate in Radiography and will qualify for certification by the American Registry of Radiologic Technologists (“ARRT”) upon successful completion of the program;

WHEREAS, College and MedStar desire to collaborate in furtherance of the educational mission of each party’s own program by establishing the CSM-MedStar Program. The CSM-MedStar Program will permit students pursuing College’s Associates of Science Degree to pre-enroll in MedStar’s Radiography Program upon completion of College prerequisites as provided in this Agreement and to apply certain courses as credits from each party’s own program toward the other’s program.

NOW, THEREFORE, in consideration of the mutual agreement set forth herein, MedStar and College will cooperate as hereinafter described.

I. PROGRAM REQUIREMENTS

- A. The Program will be administratively overseen by Health Sciences Pre-Admission and ATB Coordinator at College who will serve as the point of contact, in consultation with the Radiography Program Director at MedStar. Each party acknowledges and agrees that the other party must comply with its own licensure and accreditation requirements for each party’s own program. The Health Sciences Pre-Admission and ATB Coordinator will assist students who wish to transfer under this pathway.
- B. During the Radiography component of the Program, students will be supervised by Radiography Program faculty at MedStar. The Radiography Program Director will act as liaison to assist with the identification of potential MedStar Radiography Program faculty.
- C. Each party will have the sole authority and responsibility to develop and implement the criteria for admission, academic curriculum and corresponding tuition and fees for each party’s own program for which information of the party’s

program will be provided to the other party before the start of the academic year. Further, the grading policy will be such that while the student is at the College the grading procedure will be that of the College; while the student is at MedStar, the grading procedure will be that of Medstar. Each party shall have the sole responsibility for determining a student's status within each party's own program.

- D. The parties acknowledge and understand that students will be required to individually apply to each party's program. Students will be responsible for complying with the requirements and tuition/fees associated with participation in the Program and each party's own program, including, but not limited to health insurance, criminal background check, books, housing, and other personal expenses, as applicable.
- E. The parties acknowledge and agree that students entering the CSM-MedStar Program will require coordination between the parties in order to successfully complete the CSM-MedStar Program. As such, the parties will ensure that the student executes a Participant Agreement (the template "Participant Agreement" attached hereto as Exhibit A) which sets out the requirements of the CSM-MedStar Program and more specifically, the student's obligations in the CSM-MedStar Program.
- F. Upon successful completion of each party's own program, the parties will award the degree or certificate, as applicable.
- G. Radiography Oversight Group ("Oversight Group")
 - 1. The parties will form a Radiography Oversight Group consisting of members of both institutions to assume oversight of the curriculum, student admission and advising, and program assessment.
 - 2. The Oversight Group will meet 60 days prior to the start of a new academic year to conduct curriculum review, program development and evaluation, and to ensure compliance with licensure and accreditation requirements. The Oversight Group will meet periodically but not less than once each semester to discuss issues or concerns regarding the program and will meet on an ad hoc basis to discuss specific issues or concerns, particularly if it involves individual students.

II. PROGRAM ADMINISTRATION

A. Obligations of College

- 1. College will assist MedStar in using its best efforts to recruit students into the CSM-MedStar Program beginning each semester. College will also publicize the CSM-MedStar Program in locations in which students obtain information on academic programs, such as the College catalog, applicable college webpages, and other appropriate locations for distribution of brochures and related materials. All publication and recruitment materials shall be subject to the approval of both parties.

2. College's current education plan for students eligible for the Radiography Program is set forth in Exhibit B which is attached hereto and incorporated herein. College acknowledges that College's educational plan is mandatory for admission to and completion in the Radiography Program. College agrees that it will not materially change the prerequisites so as to irreparably harm a student's successful completion of the Radiography Program and shall give notice to MedStar of any change to the educational plan prior to implementation.

B. Obligations of MedStar

1. Medstar will provide the College with student grades within 3 weeks of completion of each semester of the Radiography Program by submitting an official transcript to the College.

C. Mutual Obligations

1. Each party agrees to advise the other promptly of any changes in its personnel, operation, or policies which may affect students' academic and/or clinical experience.
2. Each party hereby represents and warrants that, to the best of its knowledge and understanding, all obligations pertaining to and benefits derived under this Agreement are in full compliance with all applicable Federal, State, and applicable credentialing bodies, laws, rules and regulations ("Applicable Laws"), as they exist now, and as they may be amended from time to time, including but not limited to: (i) all laws, rules and regulations pertaining to Medicare, Medicaid, other federally funded State entitlement programs promulgated by the United States Department of Health and Human Services, including its Office of the Inspector General and the Centers for Medicare and Medicaid Service, and (ii) all rules, regulations and standards promulgated by The Joint Commission. Each Party covenants and agrees to maintain compliance with all Applicable Laws as presently existing and as hereafter amended, throughout the Term of this Agreement, and to use its best efforts to notify the other Party of any change in the Applicable Laws of which it becomes aware that may affect the obligations of either Party under the Agreement. In the event of a violation by either Party of the Applicable Laws, or an investigation into an alleged violation, each party shall each take all measures necessary to promptly remedy any such violation. Also, both parties shall not discriminate against any employee, or against any applicant for such employment, because of race, color, religion, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection or training, including apprenticeship.

3. Any release of CSM-MedStar Program student-related information between the parties will be governed by the Family Education Rights and Privacy Act ("FERPA") and other applicable privacy laws.

III. TERM

- A. Term. This Agreement shall commence as of the date set forth above, and shall remain in effect for a period of three (3) years. Thereafter, the Agreement will automatically renew for successive one (1) year terms.
- B. Termination. This Agreement may be terminated by: (a) mutual written consent; (b) either party with at least ninety (90) days prior written notice from the terminating party to the non-terminating party; or (c) either party upon failure of the other to cure a material breach after thirty (30) days' written notice of such breach.
- C. Effect of Termination. No applicant to the Program will be offered the opportunity to become a student after the date of termination or after the date of receipt of a notice of termination by either party; however, students who have signed a Participation Agreement are already participating in the Program at the time of termination shall be permitted to complete the Program under the applicable terms of this Agreement and the Participant Agreement.

IV. LIABILITY; INDEMNIFICATION

- A. Indemnification. Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party.
- B. Liability. Each party will maintain or cause to be maintained, without interruption throughout the term of the Agreement, and for a term of not less than three (3) years following its expiration, insurance coverage to support indemnification, liability and related expense provisions of this Agreement as follows:
 1. Comprehensive General Liability insurance on an occurrence basis with minimum limits of \$1,000,000 and general aggregate of \$3,000,000.
 2. Professional Liability insurance with minimum limits of \$1,000,000 and aggregate of \$3,000,000.
 3. Worker's Compensation and Employer's Liability insurance but not for students participating in the Program as they are not employees.

V. MISCELLANEOUS PROVISIONS

- A. Independent Contractor. The relationship of the parties under this Agreement shall be that of independent contractors, and neither party shall be deemed, or hold itself out as being a partner, broker, joint venturer, employee, servant, or agent of the other party and neither party has authority to make any statement, representation, commitment, or action of any kind which purports to bind the other without the other's prior authorization.

- B. Assignment. This Agreement may not be assigned, modified, or altered in whole or in part, without the prior written consent of both parties.
- C. Conflict of Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- D. Arbitration. Except in the event of any breach or threatened breach of this Agreement by either party that the other party believes will cause irreparable harm and damage to it or him (in which event such Party shall be entitled to seek an injunction or restraining order restraining such breach or threatened breach by the other party), all disputes, controversies or claims arising out of or relating to the operation or interpretation of this Agreement which cannot be resolved by the parties will be resolved by arbitration before one arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall be jointly selected by the parties. Any award rendered by the arbitrator shall be final and binding upon the parties and judgment upon any such award may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in Maryland and must be fully compliant with the Maryland Arbitration Act. The arbitrator shall award attorneys' fees and other costs of the arbitration to the party prevailing in the arbitration, as determined by the arbitrator. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.
- E. Notices. All notices required to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to College:

College of Southern Maryland
8730 Mitchell Rd.
La Plata, MD 20646
ATTN: Becky Price
301-934-7597

rlposner@csmd.edu

If to MedStar:

Medstar Washington Hospital Center
110 Irving St, NW
Room G035
ATTN: Ericka Lasley
202-877-6434
ericka.m.lasley@medstar.net

With Copy to: General Counsel's Office (same mailing address)

generalcounsel@csmd.edu

**With a copy that shall not
constitute notice to:**

MedStar Health, Inc.
10980 Grantchester Way, 6th Floor
Columbia MD 21044
Attn: General Counsel

- F. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties hereto. No amendment or modification of this Agreement shall be effective unless in writing and executed by authorized representatives of the parties hereto.
- G. Use of Names. Each Party agrees that it will not use the names and/or logos or make any reference to the other Party and/or any of its affiliates, in any public disclosure including without limitation any press release, advertising, publications, websites, brochures, letterhead, business cards, or office plaques, without the express written permission of the other Party in advance of such usage. To request such permission from Company, Contractor must contact brandmanagement@medstar.net.
- H. Records Retention. For the duration of this Agreement and at least as long as may otherwise be required by law, the parties will retain all records and supporting documentation sufficient to document the obligations of each party under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, MedStar and College have caused this Agreement to be executed and delivered on the date first written above by their duly authorized representatives.

**MEDSTAR WASHINGTON
HOSPITAL CENTER**

By: *Dannita R. S. Dyson, MBA*
Electronically signed by: Dannita R. S. Dyson, MBA
Reason: I Approve
Date: Jul 10, 2025 11:21 EDT

Name: .Dannita R. S. Dyson, MBA
Title: Vice President, Professional Services
Date: 07/10/2025

**COLLEGE OF SOUTHERN
MARYLAND**

By: *Yolanda Wilson*

Name: Yolanda Wilson, Ed.D.
Title: President
Date: 08/21/2025

By: *Caroline Combs*

Name: Caroline Combs, DNP, MSN, RN
Title: Dean, Science and Health
Date: 08/21/2025

EXHIBIT A

Educational Plan – College of Southern Maryland Associate of Science in Pre-Professional Health Science: General Concentration

Student: _____

ID: _____

Term & Declared Catalog Year: _____

| Category Requirements | Courses | Credits | Completed? |
|--|---|---------|------------|
| <u>College of Southern Maryland Course Requirements:</u> 50 credits | | | |
| <u>First Year Fall</u> | | | |
| ENG-1010 | English Composition | 3 | |
| MTH-1120 or MTH-1015 | College Algebra or Statistics | 3 | |
| BIO-2170 (previously BIO-2070 and BIO-2070L) | Anatomy and Physiology I | 4 | |
| Arts or Humanities | | 3 | |
| PSY-1010 | General Psychology | 3 | |
| Total Credits | | 16 | |
| <u>First Year Winter</u> | | | |
| ENG-1020 | Composition and Literature | 3 | |
| Total Credits | | 3 | |
| <u>First Year Spring ***apply to MWHC MISR</u> | | | |
| BIO-2180 (previously BIO-2080 and BIO-2080L) | Anatomy and Physiology II | 4 | |
| SOC-1010 | Introduction to Sociology | 3 | |
| COM-1010 or COM-1650 | Basic Principles of Speech Communication or Introduction to Public Speaking | 3 | |

| | | | |
|--|--|-----------|-----------|
| ITS-1055 | Introduction to Computing | 3 | |
| HEA-1105 | Comprehensive Medical Terminology | 3 | |
| Total Credits | | 16 | |
| <u>First Year Summer</u> | | | |
| CHE-1200/L or BIO-1060/L | General Chemistry I with Lab or Principles of Biology I with Lab | 4 | |
| Science Elective | | 4 | |
| Total Credits | | 8 | |
| <u>Remaining courses to be completed concurrently ***Begin MWHC MISR Second Year Fall</u> | | | |
| Science Electives | | 4 | |
| General Education Elective | | 3 | |
| Total Credits | | 7 | |
| | | | |
| Total Credits at the College of Southern Maryland | | 50 | |
| | | | |
| <u>Medstar Course Requirements:</u> 10 credits | | | |
| Radiography courses from Medstar | HEA-1999 | 10 | |
| Total Credits: 60 | | | 60 |

Student: _____

Health Sciences Advisor: _____

Date: _____ Catalog Year: _____










PARTIALLY EXECUTED PROGRAM AGREEMENT MEDICAL IMAGING SCHOOL OF RADIOLOGY.president&dean

Final Audit Report

2025-08-21

| | |
|-----------------|--|
| Created: | 2025-07-24 (Eastern Daylight Time) |
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-  Document created by Becky Price (rlposner@csmd.edu)
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✔ Agreement completed.
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