

STATE ORCHESTRATED TRANSFER AGREEMENT
Cecil College
and
MARYLAND HIGHER EDUCATION COMMISSION

In order to serve the students impacted by the precipitous closure of Education Corporation of America, doing business as Brightwood College in Maryland (“Brightwood”), which had locations in Towson, Baltimore, and Beltsville, Maryland, Cecil College (the “CC”), located in North East, Maryland, has entered into this *State Orchestrated Transfer Agreement* (“Agreement”) with the Maryland Higher Education Commission (“MHEC”).

A. Qualifying Brightwood 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 Brightwood when Brightwood precipitously closed on December 7, 2018;
 - o Enrolled in Brightwood during the 120 days prior to closure (August 9, 2018); or
 - o Were on an approved Leave of Absence from Brightwood between the dates of August 9, 2018 and December 7, 2018; and
2. Were enrolled in one of Brightwood’s MHEC-approved programs.

B. Duties of CC

CC agrees to implement the transfer of Qualifying Students in accordance with the following requirements and protocols:

1. A Qualifying Student may transfer into a comparable program that CC is approved by MHEC to offer.
2. CC is willing to accept credits for the Medical Assistant Program from Brightwood.
3. Comparable courses that CC is willing to transfer credits for include:

HEALTHCARE CAREERS: MEDICAL ASSISTANT PROGRAM

Brightwood Course			CC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Contact hours
AH101	<i>Fundamentals of Allied Health</i>	3	HCG 222	Medical Terminology	66
			HCG 220	Anatomy & Physiology I&II	108
			HCP 130	Heartsaver First Aid/CPR AED	108
			HCG 211	Professionalism in Healthcare	30
AH102	<i>Introduction to Allied Health Careers</i>	4	HMP 303	Medical Law and Ethics	24
			HHL 114	HHL 114 Certified	30

AHP155	<i>Health Information Management</i>	6	HMP 305 HMP 317	Computer Medical Office Management Coding	36 100
CS101	<i>Academic Strategies</i>	4	HCG 200	Computer Essentials	30

			HCG 211	Professionalism in Healthcare	30
CS102	<i>Academic Skills</i>	4	HCG 200 HCG 211	Computer Essentials Professionalism in Healthcare *no specific English/grammar or Math is included	30 30
MBB155	<i>Inpatient Coding</i>	6	HMP 305 HMP317	Computer Medical Office Management Coding	36 100
MBG155	<i>Reimbursement and Collection Procedures</i>	6	HMP 302 HMP317	Computer Medical Office Management Coding	36 100
MBR155	<i>Government and State Insurance Plans</i>	6	HMP 312	Insurance and Managed Care	50
MBX156	<i>Medical Billing and Coding Specialist Externship I</i>	3	HMP 305 HMP317	Computer Medical Office Management Coding	36 100
MBX157	<i>Medical Billing and Coding Specialist Externship II</i>	3	HMP 302 HMP317	Computer Medical Office Management Coding	36 100
MBY155	<i>Private and Managed Care Insurance Plans</i>	6	HMP 312	Insurance and Managed Care	50

4. The Qualifying Student shall not pay, and CC shall not charge to the student, any tuition or fees in excess of the lesser of: (1) the remaining amount that the student would have paid to Brightwood to complete the program pursuant to the student's enrollment contract with Brightwood; or CC's otherwise applicable tuition and fees. For example, if the student paid tuition in full to Brightwood, the student may be charged only the cost of books and materials to complete the program. If partial tuition was paid to Brightwood, the student may be charged no more than the lesser of the balance due to Brightwood, or CC's otherwise applicable tuition and fees.
5. 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 CC, or through other sources.
6. CC must ensure that the Qualifying Student signs an enrollment agreement with the CC before enrolling. The enrollment agreement shall disclose the program for which the student will be enrolled in, the Brightwood courses for which the student will receive credit for, and the tuition to be charged, which shall not exceed the maximum permitted amount under Paragraph 4, above.
7. CC shall enroll the Qualifying Student only in a program comparable to the one that the student was unable to complete at Brightwood, as stated under Paragraph 2. Enrollment in a non-comparable, different program is not covered by the terms of this Agreement.

8. CC shall designate, and shall provide to MHEC the contact information for, a staff person at CC who is responsible for the oversight of the transfer of Qualifying Students.
9. If the Qualifying Student is using federal Title 38 VA Education Benefits (GI Bill® Education Benefits), CC 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).
10. CC 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.
11. Regarding GI Benefits, CC understands that courses that were successfully completed by the Qualifying Student at Brightwood 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 CC may be able to re-certify the course in accordance with applicable federal regulations.
**Please note: The Medical Assistant Program at Cecil College is not eligible for VA Education Benefits.*
12. CC 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 CC. CC will not advise Brightwood students regarding whether the student is eligible for loan discharge.

C. Duties of Maryland Higher Education Commission

1. MHEC shall provide to CC the contact information of MHEC staff members who are coordinating the transfer options for Brightwood students, including the contact information of a staff person from whom to obtain Qualifying Students' transcripts.
2. MHEC shall provide to Qualifying Students information concerning the transfer opportunity with CC.

D. Termination

1. MHEC or CC may, at its sole discretion, terminate this Agreement upon delivering 30 days written notice to the other party.
2. Upon any termination, Sections G, I (if applicable), and J shall survive the termination of this Agreement and remain in full force and effect.

E. Amendment

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

F. 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 CC.

G. Governing Law

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

H. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

I. 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:

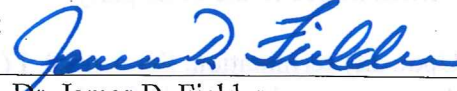
1. The parties are and shall remain in compliance with all applicable federal, state, and local statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time.
2. Each party has taken all action necessary for the approval and execution of this Agreement, and execution by the persons 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.

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

CECIL COLLEGE

MARYLAND HIGHER EDUCATION
COMMISSION

By: Name: Christy Dryer, DNP
Title: Vice-President of Academic Programs
School Name: Cecil College

By: 
Dr. James D. Fielder
Secretary
Maryland Higher Education
Commission


Signature

12/20/2018
Date

Signature

Approved for Legal Sufficiency:

By: Christie Wellons

Assistant Attorney General
Maryland Higher Education Commission

Date: 12/20/18

