



**LCMC HEALTH – CHAMBERLAIN UNIVERSITY
CALLED-TO-CARE SCHOLARS PROGRAM:
Program Description and Recipient Agreement**

This PROGRAM DESCRIPTION AND RECIPIENT AGREEMENT (this “Agreement”) is entered into on the ____ day of _____, 202__, by and between Louisiana Children’s Medical Center d/b/a LCMC Health (“LCMC Health”), a Louisiana nonprofit corporation, and _____ (the “Recipient”).

SECTION I: Definitions

For purposes of this Agreement and all related documents, the following terms will have the following meanings:

1. “Adult Hospital Market” or “AHM” shall refer to the following LCMC Health affiliated hospitals: Touro Infirmary, University Medical Center Management Corporation d/b/a University Medical Center New Orleans, West Jefferson Holdings, LLC d/b/a West Jefferson Medical Center, New Orleans East Hospital, and LCMC Health Holdings, Inc. d/b/a East Jefferson General Hospital, as well as any additional adult acute care hospitals which may later come under the control of LCMC Health and which LCMC Health elects to include in the Program.
2. “Eligible Position” means a paid, open acute care Registered Nurse position in a designated LCMC Health AHM facility and in a unit which LCMC Health has identified, in its sole discretion, as having a critical staffing need within the AHM. The pool of Eligible Positions within the AHM may change from time to time, as determined in the interests of the hospitals and their patients, but is anticipated to include medical/surgical units, inpatient care psychiatry, and rehabilitation services units.
3. “Financial Obligation” shall mean the total Tuition payments made by LCMC Health to Chamberlain on Recipient’s behalf under the terms of this Program and this Agreement. The Financial Obligation shall bear interest at a rate, compounded semiannually, equal to the greater of: (a) 1.50%, or (b) the then-current short-term applicable federal rate at the time of a Tuition payment.
4. “LCMC Health” shall mean Louisiana Children’s Medical Center, a Louisiana nonprofit corporation.
5. “Program” shall refer to the LCMC Called-to-Care Scholars Program, which is more particularly described in Section II of this Agreement. For the avoidance of doubt, the Program is sometimes referred to as the “Called-to-Care” program or the “Called-to-Care Nursing Scholars” program.
6. “Recipient” shall mean _____, a student approved to participate in the Program and who receives forgivable financial assistance pursuant to the Program.
7. “University” shall refer to Chamberlain University which offers a Bachelor of Science in Nursing (BSN) degree program in metropolitan New Orleans and which is approved to offer student participation in the Program.

SECTION II: **Nature and Purpose of the Called-to-Care Scholars Program**

LCMC Health recognizes the value of increasing the pipeline of bachelor-prepared nurses working in the greater New Orleans area, easing the financial burden placed on nursing students and new graduates, and reducing critical vacancies in areas of need across the LCMC Health AHM, most notably in medical/surgical units, inpatient psychiatry, and rehabilitation services units. To these ends, LCMC Health has developed the LCMC Health Called-to-Care Scholars Program for individuals seeking to further their education and pursue a nursing career at designated facilities within the LCMC Health AHM. Specifically, the LCMC Health Called-to-Care Scholars Program is designed to provide forgivable financial assistance to selected qualified students who are enrolled in the Chamberlain University’s Bachelor of Science in Nursing (“BSN”) degree program (“Degree Program”) in Metropolitan New Orleans and who are willing to commit to specific employment with LCMC Health following graduation, successful completion of the National Council Licensure Examination, and licensing by the appropriate regulatory body.

On behalf of Recipient, LCMC Health will pay University the Recipient’s following Degree Program costs on a forgivable basis: tuition, fees and charges related to the Degree Program including per credit hour costs, student services charge, course resource fee and student injury and sickness insurance plan in accordance with the terms set forth in University’s academic catalog, enrollment agreement, and student handbook, which may be amended from time to time in accordance with their terms, as required for the Recipients to complete the Degree Program in thirty-eight (38) consecutive months (“Tuition”). For the avoidance of doubt, Tuition shall not include costs associated with room and board; books and supplies; health screening and immunizations; clinical-related background check, drug screening, and/or fingerprint scan; other clinical fees; fees other than those listed above; and transportation. Recipients are responsible for paying these costs directly to the University. The University application fee and fee for initial background check, drug screening, and fingerprint scan will either be waived for Recipient or refunded once they are selected for the Program. LCMC Health will underwrite Tuition for each Recipient up to a specified maximum per eight (8) week University session and a maximum total for a period of up to thirty-eight (38) consecutive months of enrollment in the Degree Program.

The Tuition payments made by LCMC Health on behalf of Recipient will either:

- (1) be forgiven by LCMC Health if Recipient fulfills a specified employment work commitment in an Eligible Position; or
- (2) Recipient will repay LCMC Health the unforgiven portion of the Tuition.

SECTION III: **Minimum Criteria to be Eligible for Selection as a Recipient**

In order to qualify for the Program, the Recipient must meet the following criteria:

1. Application, acceptance and commitment to the Degree Program at the University in Metropolitan New Orleans.
2. Eligibility for hire or rehire, as applicable, by LCMC Health.
3. Successful completion of the following screenings in accordance with Louisiana State Board of Nursing requirements:
 - (a) Criminal Background Check;
 - (b) Civil Background Check;
 - (c) Federal Officer of Inspector General Exclusions Database; and
 - (d) Louisiana Department of Health and Human Services Direct Service Worker Exclusions List.

4. Ability to physically attend Degree Program classes at the University in Metropolitan New Orleans.
5. Willingness to fulfill up to a three (3) year full-time employment commitment in a specified LCMC Health AHM facility. The full details regarding the employment commitment are specified below in Section V.
6. Participation in and/or completion of additional activities or requirements which may be specified by University as conditions of participation in accordance with the University's policies, disclosures, and student handbook.
7. Minimum age of 18 on the date of completing the Called-to-Care Scholars Program Application.

SECTION IV: General Program Parameters and Requirements

1. LCMC Health will underwrite Tuition of up to \$3,000.00 per session for each Recipient up to a maximum \$54,000.00 during the maximum thirty-eight (38) consecutive month duration of the Degree Program for each Recipient. The Tuition amounts incurred by Recipient and paid by LCMC Health to University on behalf of Recipient shall be reflected in the Recipient Disclosure Statement, attached hereto as Exhibit A and incorporated by reference herein, but shall not exceed the amounts stated in this Section IV, Paragraph 1.
2. Program eligibility shall be evaluated on a per University session basis. To continue as a Recipient of the Program, the Recipient must meet the following requirements:
 - (a) Continued satisfaction of the minimum criteria established in Section III above; and
 - (b) Successful progression within the Degree Program for completion and graduation within thirty-eight (38) consecutive months of the Program, as determined by the University's established criteria for progression pursuant to the University's policies and student handbook.

Failure to meet these requirements will be considered an "Event of Default" as described below and will result in Recipient's ineligibility to continue participating in the Program. Recipient's Financial Obligation through such failure will be due and owing in accordance with this Agreement. The Program's thirty-eight (38) consecutive month timeframe allows recipients with no transfer-in credits one (1) session beyond the standard plan of study. Drops, withdrawals, or failing grades may negatively impact a student's ability to continue to participate in the Called-to-Care Nursing Scholars Program. Each session University will inform LCMC Health of the Recipient's original and then-anticipated graduation date and will provide relevant information regarding Recipient's enrollment progression to LCMC Health upon request. Recipient acknowledges and consents to student academic information being shared with LCMC Health in order to ensure continued Program eligibility including, but not limited to, information regarding Recipient attendance, leave of absence, anticipated graduation date, and enrollment progression. Any exceptions beyond the thirty-eight (38) month timeframe must be requested in writing by Recipient in advance for such consideration. Recipients are to send requests for such consideration to the attention of the LCMC Health Senior Vice President of Human Resources, 2000 Canal Street, New Orleans, Louisiana 70112. Ultimately, LCMC Health retains the sole discretion to determine the Program enrollment status of Recipient, or any extenuating circumstances presented in writing by the Recipient in accordance with this Section IV, Paragraph 2.

3. No later than fifteen (15) days after successful completion of the Capstone course (*NR-452: Capstone Course*) in the Degree Program, Recipient must complete an application for regular full-time employment as a 1.0 full time equivalent employee working at least eighty (80) hours per two (2) week pay period in accordance with the human resource policies of LCMC Health ("Full-Time") in an Eligible Position with a designated LCMC Health AHM facility. Consideration will be given to individual Recipient preferences within the approved pool of Eligible Positions, but preferences are

not guaranteed. Ultimately, LCMC Health retains the sole discretion to place Recipient in any Eligible Position within the AHM.

4. Upon employment by one of the LCMC Health AHM facilities, it is expressly understood that such employment is “at will” unless such status is altered, in writing, by the Chief Executive Officer of LCMC Health or his/her designee. Nothing in this document, nor any part of the Program, is intended to create a contract of employment for a specific term, a fixed duration of employment, or an employment relationship other than “at will”. Recipient may be terminated from employment with an LCMC Health AHM facility for any reason, with or without cause.

SECTION V: Forgiveness of Financial Obligation

1. The total Tuition payments made by LCMC Health to Chamberlain on Recipient’s behalf shall be considered the Recipient’s “Financial Obligation” under the terms of this Program and this Agreement.
2. The Financial Obligation shall bear interest at a rate, compounded semiannually, equal to the greater of: (a) 1.50%, or (b) the then-current short-term applicable federal rate at the time of a Tuition payment.
3. Recipient’s Financial Obligations will be forgiven if Recipient remains employed in an Eligible Position at a designated AHM facility for the following time periods (the “Work Commitment”):
 - (a) Recipient must accept Full-Time employment in an Eligible Position at a designated LCMC Health AHM facility within four (4) months of graduation from the Degree Program.
 - (b) Recipient shall remain a Full-Time employee of LCMC Health in an Eligible Position for consecutive two (2) month periods for each University session Tuition payment made by LCMC Health to Chamberlain on Recipient’s behalf. For example and not by way of limitation: (i) Recipient’s Work Commitment shall be three (3) years, or thirty-six (36) months, if LCMC Health pays Chamberlain Tuition on behalf of Recipient for eighteen (18) sessions; and (ii) Recipient’s Work Commitment shall be two (2) years, or twenty-four (24) months, if LCMC Health pays Chamberlain Tuition on behalf of recipient for twelve (12) sessions.
4. For purposes of this Program, the Work Commitment begins on Recipient’s first day of Full-Time employment (including orientation) in an Eligible Position, which will serve as the anniversary date for commencement of all subsequent months of the Work Commitment.
5. Except as provided in this section, Recipient’s failure to remain employed Full-Time in an Eligible Position throughout the Work Commitment for any reason shall be considered an Event of Default and Recipient’s Financial Obligation through the date of such failure will be due and owing in accordance with the terms and conditions of this Agreement. However, if Recipient’s employment in an Eligible Position within the LCMC Health AHM is terminated due to a layoff or the Recipient’s position is eliminated, and the circumstances of the layoff or elimination are unrelated to an act of Recipient, LCMC Health will attempt to place Recipient in another Eligible Position within the LCMC Health AHM. If, in its sole discretion, LCMC Health is unable to place Recipient in a similar Eligible Position, Recipient’s Financial Obligation will be forgiven to the same extent as if Recipient had remained continuously employed during the Work Commitment.
6. Recipient’s Work Commitment obligations will be suspended if Recipient is approved to take a formal leave of absence from employment for reasons afforded by law and in accordance with LCMC Health policies. Calculation of the time worked in satisfaction of the Work Commitment will resume upon

the Recipient's return from the approved leave of absence. In the event Recipient does not return to work following the approved leave of absence, such failure shall be considered an Event of Default and Recipient must repay any outstanding Financial Obligation owed to LCMC Health in accordance with the terms and conditions of this Agreement. In the event of the Recipient's death, any outstanding Financial Obligation will be forgiven. In other extraordinary situations, LCMC Health may, in its sole discretion, forgive all or some of the outstanding Financial Obligation for reasons other than the Recipient's death.

7. Recipient's loss of licensure to practice as a Registered Nurse in the State of Louisiana during the Work Commitment shall be considered an Event of Default and Recipient's Financial Obligation through the date of the loss will be due and owing in accordance with the terms and conditions of this Agreement.
8. Recipient's transition to other than Full-Time status or to a position which is not deemed an Eligible Position shall be considered an Event of Default and Recipient's Financial Obligations through the date of the transition will be due and owing in accordance with the terms and conditions of this Agreement.
9. The amount of the Financial Obligation forgiven will be included on the Recipient's Form W-2 for the year in which the Financial Obligation is forgiven in accordance with applicable law. Recipient should consult his or her tax advisor regarding tax implications arising from participation in the Program.

SECTION VI: Default and Repayment

1. An **"Event of Default"** for purposes of this Agreement means one or more of the following occurrences:
 - (a) Recipient fails to successfully complete the following screenings at any time:
 - (i) Eligibility for hire or rehire, as applicable, by LCMC Health;
 - (ii) Criminal Background Check (Per Louisiana State Board of Nursing Licensing requirements);
 - (iii) Civil Background Check (Per Louisiana State Board of Nursing Licensing requirements);
 - (iv) Federal Officer of Inspector General Exclusions Database (Per Louisiana State Board of Nursing Licensing requirements); and
 - (v) Louisiana Department of Health and Human Services Direct Service Worker Exclusions List (Per Louisiana State Board of Nursing Licensing requirements).
 - (b) Recipient fails to complete the Degree Program successfully within thirty-eight consecutive (38) months or as approved in writing in advance in accordance with Section IV above.
 - (c) Recipient resigns from or is dismissed from the Degree Program for any reason.
 - (d) Recipient fails to accept an Eligible Position to become a Full-Time employee with a designated LCMC Health AHM facility within four (4) months after completing the Degree Program for any reason, except to the extent that this condition is excused by LCMC Health in its sole and absolute discretion.

- (e) Recipient fails to remain a Full-Time employee in an Eligible Position during the Work Commitment for any reason, including termination by LCMC Health, except as provided in Section V.
 - (f) Recipient transitions to less than Full-Time status or to a position which is not considered an “Eligible Position” during the Work Commitment.
 - (g) Recipient fails to comply with Section V of this instrument in any way or otherwise breaches any term of this Agreement.
 - (h) Recipient loses his/her license to practice as a Registered Nurse during the Work Commitment.
2. **Effect of Default:** Upon an Event of Default, the Recipient shall be liable to LCMC Health for a sum, as liquidated damages, and not as a penalty, equal to Recipient’s Financial Obligation multiplied by a fraction, the numerator of which is the total number of weeks remaining in the Work Commitment as of the date of the Event of Default, and the denominator of which is the total number of weeks of the Recipient’s Work Commitment (the “Liquidated Damages”). If an Event of Default occurs prior to the commencement of the Work Commitment, Recipient shall be liable to LCMC Health for Liquidated Damages equal to Recipient’s entire Financial Obligation. If there is an Event of Default as set forth above, the Liquidated Damages become due and payable within twelve (12) months of the date of the Event of Default (the “Due Date”). Prior to the Due Date, interest shall continue to accrue on the outstanding Liquidated Damages, compounded semiannually, at the rate equal to the greater of: (a) 1.50%, or (b) the then-current short-term applicable federal rate at the time of a Tuition payment. As of the Due Date, the outstanding Liquidated Damages will accrue interest from such Due Date at the rate of five percent (5%) per annum, compounded monthly. In the event any amount owed under this Agreement is not paid in full by the Due Date, Recipient will be responsible for paying LCMC Health any legal costs, including but not limited to reasonable attorneys’ fees, incurred by LCMC Health in connection with its enforcing this Agreement or otherwise engaging in any legal process to collect the sums due from Recipient pursuant to such Agreement.
3. Recipient may pay the Financial Obligation in full at any time without any prepayment penalty.

SECTION VII: **Miscellaneous**

- 1. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, if any, successors, and assigns.
- 2. The laws of the State of Louisiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- 3. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- 4. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- 5. Neither party shall assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the other party.

6. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to LCMC Health:

Louisiana Children's Medical Center
200 Henry Clay Avenue
New Orleans, LA 70118
Attention: Chief Executive Officer

With a copy to:

Louisiana Children's Medical Center
200 Henry Clay Avenue
New Orleans, LA 70118
Attention: Chief Legal Officer

If to the Recipient:

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

7. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
8. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
9. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

[Remainder of page intentionally blank. Signatures on following page]

I have reviewed and fully understand the foregoing LCMC Health Called-to-Care Scholars Program / Program Description and Student Agreement. I understand that prior to executing this document, I should direct any questions or concerns which I may have to Chad Courrege, Senior Vice President Human Resources at LCMC Health. I understand that by accepting the financial assistance described in this document, I am committing either to fulfilling the Work Commitment or repaying the sums disbursed on my behalf as described.

Signature of Recipient: _____ Date: _____

Printed Name: _____

Signature of LCMC Health: _____ Date: _____

By: _____