

ST. TAMMANY HEALTH SYSTEM BOARD OF COMMISSIONERS' SCHOLARSHIP AGREEMENT

St. Tammany Parish Hospital Service District No. 1 d/b/a St. Tammany Health System (“STHS” or “System”) Board of Commissioners has established a Scholarship Program to create a sustainable dedicated workforce by increasing educational opportunities available to nursing students, allied health students, and for existing STHS colleagues who seek to further their education. In return for the Scholarship award(s), Recipient must agree to fulfill the Employment Commitment with STHS immediately following graduation and credentialing, if applicable. The terms and conditions of participating in the Scholarship Program are set forth below.

Definitions:

Allied Health Profession means any generally recognized medical profession or vocation including, but not limited to, occupational, respiratory, vocational, physical, and other therapies; medical, radiologic, and other technologists; pharmacists, social workers, athletic trainers, and other similar professions and vocations.

Board means the Board of Commissioners of St. Tammany Parish Hospital Service District No. 1 d/b/a St. Tammany Health System.

Eligible Applicants shall mean any individual who is admitted to or is engaged in the study of nursing or allied health at an accredited school of nursing or allied health program located in the United States and who intends to fulfill the Employment Commitment with STHS.

Employment Commitment means the amount of time a Scholarship Recipient shall be obligated to be a full-time employee of STHS.

Nursing means nursing as practiced by an individual who has graduated from an accredited school of nursing, passed the licensing examination, and has been issued a license to practice as a registered nurse by the Louisiana State Board of Nursing or a license to practice as a practical nurse in this state by the Louisiana State Board of Practical Nurse Examiners.

Recipient shall mean any Eligible Applicant who satisfies all criteria established by the Board and who has been selected to receive a Scholarship.

Scholarship shall mean the funds remitted on behalf of a Recipient which defray costs of nursing or allied health education or training as consideration for the Employment Commitment.

Scholarship Agreement shall mean the written document which establishes the terms and conditions upon which the Scholarship shall be granted, the parameters of the Eligible Applicant’s obligation to practice as a full-time nurse or allied health employee with STHS and payment obligations.

Scholarship Commitment shall mean the funds committed by STHS for the Scholarship.

Scholarship Eligibility Criteria shall mean the eligibility criteria established by the Board and as stated herein.

Scholarship Review Committee shall mean STHS Representatives comprised of respective unit leadership (nursing or allied health) and STHS Human Resources.

Program shall mean the St. Tammany Health System Board of Commissioners' Scholarship Program.

Program Cycle shall mean an academic term for which STHS offers and awards any scholarship pursuant to the guidelines stated herein.

Section A- Obligations of STHS

Subject to the availability of funds appropriated by the STHS Board, the STHS Board agrees to:

1. The following Employment Commitment in exchange for the receipt of the Scholarship:
HERE INSERT SCHOLARSHIP COMMITMENT:

2. Upon receipt of the request of the Recipient's school for Scholarship funds, such funds shall be forwarded to the dean or chief fiscal administrator of the school.
3. Within one hundred and twenty days (120) prior to employment with STHS, the Recipient will be notified of the designated position of employment with STHS.

Section B-Obligations of the Recipient

1. Accept the Scholarship award provided by STHS pursuant to the terms and conditions of this Contract.
2. **Nursing and Allied Health Students:**
 - a. Be enrolled as a full-time undergraduate nursing or allied health student in good standing.
 - b. Provide proof of acceptance to a clinical program or clinical program pre-requisites.
 - c. Maintain a minimum 2.50 cumulative grade point average.
3. Recipient acknowledges that continual eligibility under the Program is on a semester-by-semester basis. To continue as a Recipient of the Program, the Recipient must submit a Request for Continuance form and meet all Program requirements.
4. In the semester prior to the semester of graduation, the Recipient shall apply to STHS for regular full-time employment (consideration will be given to individual placement preferences but not guaranteed).
5. Recipient agrees to the following Employment Commitment in exchange for the receipt of the Scholarship:
HERE INSERT EMPLOYMENT COMMITMENT:

6. Recipient shall notify the Board promptly in writing as soon as one of the following events is anticipated: repeat course work; a delay in the Recipient's graduation date (e.g., due to a leave of absence approved by the school); a change from full-time student status to a less than full-time student status; withdrawal from courses; a change in school or program; and a withdrawal or dismissal from school.
7. Permit STHS to collect any debt owed by Recipient pursuant to any term or condition contained herein or the Scholarship Program Guidelines. To be subject to and comply with the St. Tammany Health System Program Guidelines. Recipient acknowledges receipt of such guidelines.

Section C- Breach of Scholarship Agreement and Termination

1. In the event of failure to maintain eligibility criteria, permanent withdrawal, or dismissal of the Recipient from school, internship, training or residency, the Recipient shall forfeit immediately the right to retain the Scholarship. The Scholarship shall begin to bear interest upon the occurrence of any such event, and repayment shall be completed within four (4) years.
2. If the Recipient fails to fulfill the Employment Commitment upon completion of school, internship, training or residency, the Recipient shall begin repayment of the Scholarship, with interest, within six (6) months after completion of education or training. Payments shall be made within four (4) years.
3. If the Recipient fails to comply with any condition as provided herein in this Scholarship Agreement, the Recipient shall owe and remit to STHS the ratio, to the aggregate of the amount of the Scholarship awarded, as the number of months that the Recipient failed to comply with this condition bears to the number of months she/he was obligated to comply. Said amount shall be computed together with interest at the legal rate, such interest to be computed from the date on which the Recipient completed education or professional training, and active military service, if any. Such repayment shall be completed within four (4) years from the date at which the Scholarship began to draw interest.

Section D- Cancellation, Suspension, and Waiver of Obligations

1. Upon the death or permanent disability of the Scholarship Recipient, the scholarship Agreement shall be cancelled. In the event of the death, a certified copy of the death certificate shall be required.
2. The Board, in its discretion, may waive or suspend any financial obligation contained herein where compliance would involve extreme or unusual hardship. A written request containing sufficient detail shall be submitted to the Board.
3. Should full time registered positions not be available or STHS is unable to offer the Recipient full time employment within twelve (12) months of completion of training, the scholarship shall be considered paid in full. The Recipient is not required to make any payment (principal nor interest) while enrolled in school.

Section E- Miscellaneous Obligations

1. Notwithstanding the Employment Commitment, if Recipient becomes employed by STHS, it is expressly understood that such employment is “at will” and for an unspecified term unless such status is altered, in writing, by STHS.
2. All Scholarship funds will be treated as ordinary income to the Recipient and Recipient will be issued an IRS Form 1099-C.
3. No amounts will be withheld by STHS, and all taxes or amounts owed are the sole responsibility of the Recipient.
4. Any claim or controversy arising out of the Program, or this Agreement shall be resolved as per Louisiana law. Exclusive venue and jurisdiction shall be in the 22nd Judicial District Court for the Parish of St. Tammany.
5. All transactions pursuant to this Agreement shall be subject to audit by the Louisiana Legislative Auditor.
6. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.
7. If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that clause or term shall be severable, and the remainder of the Agreement shall remain in full force and effect.
8. Any amendment, alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only when it has been reduced to writing and approved and executed by all Parties.
9. Abide by, and comply with, the St. Tammany Health System Board of Commissioners’ Scholarship Program Guidelines. Recipient acknowledges receipt of such Guidelines.

SIGNATURE OF SCHOLARSHIP RECIPIENT

DATE OF SIGNATURE

SIGNATURE OF JOAN M. COFFMAN, PRESIDENT & CEO

DATE OF SIGNATURE

OF ST. TAMMANY PARISH HOSPITAL SERVICE NO. 1 d/b/a ST. TAMMANY HEALTH SYSTEM