

Information below is as of 08/16/2024 based on materials provided by LCMC Health. For further details, please contact LCMC Health directly.

LCMC HEALTH

HEALTHCARE PROFESSION PIPELINE (HPP) PROGRAM AT TULANE UNIVERSITY

You can apply for the HPP Program when you apply for admission to the Tulane nursing degree program. Both applications are available when using the Nursing Admission portal. You will be notified by our nursing program advising team if you are accepted to the HPP Program.

Nature and Purpose of the HPP Program

LCMC Health recognizes the value of increasing the pipeline of Registered 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 Facilities. To these ends, LCMC Health has developed the LCMC Health LNS Program for individuals seeking to further their education and pursue a Registered Nurse (RN) career at designated facilities within LCMC Health. Specifically, the LCMC Health LNS Program is designed to provide forgivable financial assistance to selected qualified students who are enrolled in the Nursing Degree Program and who are willing to commit to specific employment with LCMC Health following graduation, successful completion of any required licensure examination, and licensing by the appropriate regulatory body.

Each semester LCMC Health will pay Tulane University the Financial Obligation on behalf of the student. LCMC Health will underwrite the payment for each student up to a specified maximum of Seventy Thousand Dollars (\$70,000.00) and a maximum total for a period of up to sixteen (16) consecutive months of enrollment in the Degree Program.

The payments made by LCMC Health on behalf of the student represent initial loans which will either:

- be forgiven by LCMC Health if student recipient fulfills a specified employment work commitment in an Eligible Position; or
- the student recipient will repay LCMC Health the unforgiven portion of the payment.

Minimum Criteria to be Eligible for Selection as a Student Recipient

To qualify for the Program, the Student Recipient must meet the following criteria:

1. Application, acceptance and commitment to the Nursing Degree Program at Tulane University.
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 meet the BSN programs Technical Standards to physically attend Nursing Degree Program classes at Tulane University.
 5. Willingness to fulfill a two (2) year full-time employment commitment in a specified LCMC Health 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 Tulane 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 LNS Program Application.

General Program Parameters and Requirements

1. LCMC Health will pay up to a maximum of Seventy Thousand Dollars (\$70,000.00) in financial assistance to Tulane University for the Student Recipient during the maximum sixteen (16) consecutive month duration of the Degree Program. The amounts paid by LCMC Health to the University on behalf of the Student Recipient shall be reflected in the Student Recipient Disclosure Statement (which is detailed in Exhibit A of their established agreement) but shall not exceed the amounts stated in this paragraph.
2. Program eligibility shall be evaluated on a semester basis. To continue as a Student Recipient of the Program, the Student Recipient must meet the following requirements:
 - (a) Continued satisfaction of the established minimum criteria; and
 - (b) Successful progression within the Nursing Degree Program for completion and graduation within sixteen (16) consecutive months of the Program, as determined by Tulane 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 Student Recipient's ineligibility to continue participating in the Program. The Student Recipient's Financial Obligation through such failure will be due and owing to LCMC Health in accordance with the established agreement. Dropping a class, withdrawals, or failing grades may negatively impact a student's ability to continue to participate in the HPP Program. Each semester Tulane University will inform LCMC Health of the Student Recipient's original and then-anticipated graduation date and will provide relevant information regarding the Student Recipient's enrollment progression to LCMC Health upon request. The Student Recipient acknowledges and consents to student academic information being shared with LCMC Health

to ensure continued HPP Program eligibility including, but not limited to, information regarding the Student Recipient's attendance, leave of absence, anticipated graduation date, and enrollment progression. Any exceptions beyond the sixteen (16) month timeframe must be requested in writing by the Student Recipient in advance for such consideration. Student Recipients are to send requests for such consideration to the attention of the LCMC Health Academic Affairs Project Manager, Steven Guillory, 1100 Poydras Street, 3200 Energy Centre, New Orleans, LA 70163. Ultimately, LCMC Health, in consultation with Tulane University, will determine the HPP Program enrollment status of the Student Recipient, or any extenuating circumstances presented in writing by the Student Recipient in accordance with terms of the HPP Program.

3. No later than fifteen (15) days after successful completion of the required program courses in the Degree Program, the Student 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 Facility. Consideration will be given to individual Student Recipient preferences within the approved pool of Eligible Positions, but preferences are not guaranteed. Ultimately, LCMC Health retains the sole discretion to place the Student Recipient in any Eligible Position within the LCMC Health Facility.
4. Upon employment by one of the LCMC Health 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. No 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." The Student Recipient may be terminated from employment with an LCMC Health Facility for any reason, with or without cause.
5. The Student Recipient agrees that they will be matched to an LCMC Health Facility by LCMC Health at the full discretion and choosing of LCMC Health approximately four (4) to six (6) months prior to graduation. As the needs of our hospitals and patients can change, Student Recipients may ask to be considered for an internal transfer after one (1) year of employment. Student Recipients should not complete any posted applications for open positions on the LCMC Health career website.
6. Student Recipients participating in this program are not eligible to receive any type of sign-on bonuses from LCMC Health.

Forgiveness of Financial Obligation

1. The total payments made by LCMC Health to Tulane University on behalf of the Student Recipient shall be considered the Student Recipient's "Financial Obligation" under the terms of this HPP Program and the underlying agreement entered into by the Student Recipient and LCMC Health.

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 payment.
3. The Student Recipient's Financial Obligation will be forgiven if the Student Recipient remains employed in an Eligible Position at a designated LCMC Health Facility for the following time periods (the "Work Commitment"):
 - (a) The Student Recipient must accept Full-Time employment in an Eligible Position at a designated LCMC Health Facility within four (4) months of graduation from the Degree Program.
 - (b) The Student Recipient shall remain a Full-Time employee of LCMC Health in an Eligible Position for a consecutive twenty-four (24) month period for the payments made by LCMC Health to the Recipient. For example and not by way of limitation: (i) Student Recipient's Work Commitment shall be two (2) years, or twenty-four (24) months, if LCMC Health pays the Student Recipient up to four (4) semesters or sixteen (16) months or (ii) the Student Recipient's Work Commitment shall be one year and six months, or eighteen (18) months, if LCMC Health pays the Student Recipient up to three (3) semesters of support.
4. For purposes of this Program, the Work Commitment begins on the Student 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 below, the Student 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 the Student Recipient's Financial Obligation through the date of such failure will be due and owing to LCMC in accordance with the terms and conditions of this Agreement. However, if the Student Recipient's employment in an Eligible Position within the LCMC Health Facility is terminated due to a layoff or the Student Recipient's position is eliminated, and the circumstances of the layoff or elimination are unrelated to an act of the Student Recipient, LCMC Health will attempt to place the Student Recipient in another Eligible Position within the LCMC Health Facility. If, in its sole discretion, LCMC Health is unable to place the Student Recipient in a similar Eligible Position, the Student Recipient's Financial Obligation will be forgiven to the same extent as if the Student Recipient had remained continuously employed during the Work Commitment.
6. The Student Recipient's Work Commitment obligations will be suspended if the Student 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 Student Recipient's return from the approved leave of absence. In the event the Student Recipient does not return to work following the approved leave of absence, such failure shall be considered an Event of Default and the Student Recipient must repay any outstanding Financial Obligation owed to LCMC Health in accordance with the terms and conditions of their agreement. In the event of

the Student 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 Student Recipient's death.

7. The Student Recipient's loss of licensure to practice as a Registered Nurse (RN) in the State of Louisiana during the Work Commitment shall be considered an Event of Default and the Student Recipient's Financial Obligation through the date of the loss will be due and owing to LCMC Health in accordance with the terms and conditions of their agreement.
8. The Student 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 the Student Recipient's Financial Obligation through the date of the transition will be due and owing to LCMC Health in accordance with the terms and conditions of their agreement.
9. The amount of the Financial Obligation forgiven will be included on the Student Recipient's Form W-2 for the year in which the Financial Obligation is forgiven in accordance with applicable law. The Student Recipient should consult his or her tax advisor regarding tax implications arising from participation in the Program.

Default and Repayment

1. An "Event of Default" means one or more of the following occurrences:
 - (a) The Student 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) The Student Recipient fails to complete the Nursing Degree Program successfully within sixteen (16) consecutive months or as approved in writing in advance in accordance with Section IV above.
 - (c) The Student Recipient resigns from or is dismissed from the Nursing Degree Program for any reason.
 - (d) The Student Recipient fails to accept an Eligible Position to become a Full-Time employee with a designated LCMC Health Facility within four (4) months after completing the

Nursing Degree Program for any reason, except to the extent that this condition is excused by LCMC Health in its sole and absolute discretion.

- (e) The Student 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) The Student Recipient transitions to less than Full-Time status or to a position which is not considered an “Eligible Position” during the Work Commitment.
 - (g) The Student Recipient fails to comply with the HPP Program criteria and obligations in any way or otherwise breaches any term of their agreement.
 - (h) The Student Recipient loses his/her license to practice as a Registered Nurse (RN) during the Work Commitment.
2. Effect of Default: Upon an Event of Default, the Student Recipient shall be liable to LCMC Health for a sum, as liquidated damages, and not as a penalty, equal to the Student 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 Student Recipient’s Work Commitment (the “Liquidated Damages”). If an Event of Default occurs prior to the commencement of the Work Commitment, the Student Recipient shall be liable to LCMC Health for Liquidated Damages equal to the Student Recipient’s entire Financial Obligation. If there is an Event of Default as set forth above, the Liquidated Damages become due and payable within three (3) 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 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 the established agreement that is not paid in full by the Due Date, then the Student 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 the established agreement or otherwise engaging in any legal process to collect the sums due from the Student Recipient pursuant to their agreement.
3. The Student Recipient may pay the Financial Obligation in full at any time without any prepayment penalty.

Miscellaneous

- 1. All provisions set forth in the established 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 the established agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

3. Waiver by one party hereto of breach of any provision of the established agreement by the other shall not operate or be construed as a continuing waiver.
4. Neither party shall assign any of its rights under the established 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
1100 Poydras Street
2500 Energy Centre
New Orleans, LA 70163
Attention: Chief Executive Officer

With a copy to:

Louisiana Children's Medical Center
1100 Poydras Street
2500 Energy Centre
New Orleans, LA 70163
Attention: Chief Legal Officer

If to the Student Recipient:

The address provided by the Student Recipient when signing their agreement.

Any party hereto may change its address by written notice given in the manner provided above.

7. No amendment, change or modification of the established agreement shall be valid unless in writing signed by the parties hereto.
8. The established agreement constitutes 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 the established agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of the established agreement shall nevertheless remain in full force and effect.