

SCHOLARS PROGRAM AGREEMENT

THIS SCHOLARS PROGRAM AGREEMENT ("**Agreement**") is entered into on the date of execution and shall be effective as of _____ ("**Effective Date**"), by and between Baptist Health South Florida, Inc., a Florida not-for-profit organization ("**BHSF**"), and The College of the Florida Keys _____, a Florida not-for-profit institution of higher education ("**School**"), each of which shall be referred to individually as "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, School is accredited by Southern Association of Colleges and Schools Commission on Colleges to offer degree programs that enable its graduates to take the national licensure examinations, as applicable, and practice in the healthcare profession in which they were trained;

WHEREAS, BHSF is the corporate parent of several entities that each own and/or operate acute care hospitals, ambulatory surgical centers, urgent care centers and other facilities in the State of Florida, including Baptist Hospital of Miami, Inc. ("**BHM**"), South Miami Hospital, Inc. ("**SMH**"), Doctors Hospital, Inc. ("**DH**"), Homestead Hospital, Inc. ("**HH**"), Mariners Hospital, Inc. ("**MH**"), Fishermen's Health, Inc. d/b/a Fishermen's Community Hospital ("**FH**"), Bethesda Hospital, Inc. d/b/a Bethesda Hospital East ("**BHE**") and Bethesda Hospital West ("**BHW**"), West Kendall Baptist Hospital, Inc. ("**WKBH**"), Boca Raton Regional Hospital, Inc. ("**BRRH**") and Baptist Outpatient Services, Inc. ("**BOS**") (each which may be referred to individually as "**Facility**" or collectively as "**Facilities**");

WHEREAS, BHSF and School entered into a Student Education Affiliation Agreement, effective January 3, 2017, that provides students who are enrolled in School's educational programs with opportunities for onsite clinical experiences at BHSF Facilities ("**Affiliation Agreement**"). The Parties agree that the Affiliation Agreement between BHSF and School shall remain in effect, and that the Program shall be subject to those terms;

WHEREAS, as of the Effective Date of this Agreement, this Agreement shall provide for the terms and conditions of a Scholars Program between BHSF and School ("**Scholars Program**" or "**Program**") that shall be supported by BHSF, and the students enrolled in the Program shall be referred to as "**Scholars**" and are sometimes referred to as "students"; and

WHEREAS, School offers degree program(s) that include didactic and clinical coursework ("**Degree Programs**"). Through the Scholars Program, students shall receive didactic education at School and/or BHSF Facilities and clinical rotations at BHSF Facilities when applicable, and BHSF shall provide funding for the Program ("**Funds**") as hereinafter provided in this Agreement.

NOW THEREFORE, in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Parties agree that the above recitals are incorporated herein.
2. **Eligible Degree Program(s).** The Degree Program(s) offered by School that will be eligible for the Scholars Program are set forth on Exhibit A attached and incorporated herein.
3. **Didactic Education Faculty.** The didactic (or classroom) portion of the Degree Program(s) participating in the Program will be taught by either (select):

<input type="checkbox"/>	BHSF employees or contractors. If this option is selected, <u>Exhibit C</u> is attached and incorporated herein.
<input checked="" type="checkbox"/>	School employees or contractors. If this option is selected, <u>Exhibit C</u> shall not apply.

4. Scholars Program Terms.

- 4.1. Scholar Selection and Eligibility. For those students entering an eligible Degree Program at School, the Parties intend that BHSF may select up to the maximum number of students per Degree Program as described in Exhibit A to be offered a scholarship from BHSF in exchange for a post-graduation work commitment with BHSF (“**Scholarships**”). These students shall be selected by BHSF, at its sole discretion, from a pool of applicants who have been admitted to the eligible Degree Program and who have been approved by BHSF as meeting the necessary requirements for the Scholars Program. These Scholar Program requirements include, but are not limited to, submitting application and supporting documents to BHSF, along with passing any required screenings, as determined by BHSF. Students who fail to meet BHSF screening requirements after acceptance into the Scholars Program, or who violate the terms of the Affiliation Agreement, may be removed from the Scholars Program by BHSF and will remain responsible for compliance with applicable Scholar Program requirements.
- 4.2. Clinical Rotation. The clinical experiences required as part of the Degree Program shall be provided at BHSF Facilities, as practicable, and the location of the clinical experience shall be selected by BHSF in its sole discretion based on preceptor availability and Facility space constraints, as governed by the Affiliation Agreement. For Student cohort rotations, School will select and assign a clinical adjunct faculty member based on such individual’s clinical experience. Such adjunct faculty shall not be eligible for selection to supervise a Student rotation at any BHSF Facility in which s/he works without prior written approval from the BHSF Audit and Compliance department.
- 4.3. Responsibility for Academic Administration; Liabilities. School shall be responsible for the operation and administration of the academic aspects of the Degree Program, including, but not limited to, faculty teaching assignments, advising, curriculum development, classroom and clinical instruction, maintenance of academic records, and granting of degrees all as set forth in the Affiliation Agreement. Responsibility and liability for Scholars and School faculty while present on the Facilities’ campuses pursuant to this Agreement shall be governed by the Affiliation Agreements. School acknowledges and agrees that, at all times during the Program, Scholars shall be considered School’s students, and not employees, contractors, nor agents of BHSF.
- 4.4. Compliance with BHSF Policies. Scholars are required to abide by BHSF’s policies and procedures for this Scholars Program. Violation of BHSF policies and procedures can lead to dismissal from the Scholars Program, in accordance with Program requirements.

5. Scholars Program Funding and Budget

- 5.1. Costs and Non-Covered Expenses. For the students selected by BHSF to participate as Scholars, and except as set forth in Section 5.2 below, BHSF agrees to pay to School the sum of the direct cost of tuition, fees and any course/lab fees associated with the student’s required course work, as determined by School (“**Costs**”) up to the per semester/period amount per student described in Exhibit A. These Costs will be paid by BHSF directly to School pursuant to guidelines established hereunder. BHSF shall not cover any costs, fees or expenses outside of the Costs identified above,

which does not include the costs of textbooks or supplies, graduation fees, uniforms, access fees or any other fees not associated with course tuition or fees for prerequisite courses or courses earned by validation and/or examination (“**Non-Covered Expenses**”). BHSF and School agree that Non-Covered Expenses shall be the student’s responsibility. In addition, School understands and agrees that Non-Covered Expenses include any Scholar’s balance that may be outstanding as tuition (remaining after the BHSF payment is applied) for the semester. Students may receive other scholarships to pay for Non-Covered Expenses; provided the terms of such scholarships do not conflict with this Agreement.

- 5.2. Exclusions. BHSF shall not be responsible for the Costs associated with a Scholar’s repeat attempt(s) to enroll in and attend courses not successfully passed; and such costs are Non-Covered Expenses. During enrollment in the Scholars Program, Scholars will function under the School’s then-current course failure and repeat policy. Such failure shall render the Scholar ineligible to continue participation in the Scholars Program until the failed course(s) is/are successfully completed.
- 5.3. Notification to Scholars. BHSF shall inform the Scholars of the following:
- i. the portion of the Costs BHSF will pay toward Costs per semester;
 - ii. that the Scholar is responsible for paying Non-Covered Expenses;
 - iii. that the Scholar must remain continuously enrolled in the Degree Program to remain eligible for the Scholars Program; and
 - iv. notwithstanding anything to the contrary in this Agreement, if the Scholar is unable to successfully manage the expected semester course load (full course load) or if progression through the Degree Program will be delayed or interrupted for any reason, the Scholar must first notify and obtain permission for any course load modifications from the School’s applicable Program Director. If this request is approved by the School, the Scholar will present this approval to BHSF in writing. BHSF, in its sole discretion, will advise if the terms of the scholarship will be modified, and advise the Scholar of any implications related to the promissory note’s forgiveness terms.
- 5.4. Tuition Discount. For each new student matriculating in the Scholars Program, School shall offer discounted tuition, if applicable. Tuition shall be discounted from the current, published tuition fee as attached and incorporated herein by reference as Exhibit B.
- 5.5. Annual Tuition. In advance of each Academic Year (“**AY**”) during the term of this Agreement, School will provide BHSF with a written estimate of the Costs for the upcoming AY. BHSF shall pay the Scholarship amount set forth in Exhibit A, which represents all or a portion of the discounted tuition described in Section 5.4. This payment will be applied solely towards the Scholar’s Costs.
- 5.6. Invoice and Payment. School shall invoice BHSF for each semester that Scholars matriculate in the Degree Program while admitted to the Scholars Program, and payment shall be made by BHSF to School on or before the later of (i) the payment due date, or (ii) thirty (30) days after the date of the invoice. Within thirty (30) days after the official School Drop/Add dates for each AY term, School shall invoice BHSF for payment of the total Costs for all Scholars enrolled in the Program; provided, however, that School shall not invoice BHSF in instances where a Scholar

enrolls in a course, but withdraws prior to the Costs becoming non-refundable. School shall transmit its invoices and BHSF shall remit payment to the addresses below:

Invoices to BHSF shall be sent to:	Payment to School shall be remitted to:
Business Operations Manager Baptist Health Office of Academic Affairs Baptist Hospital Support Services Bldg. 8900 N. Kendall Drive Miami, FL 33176	The College of the Florida Keys Business Office 5901 College Rd Key West, FL 33040

- 5.7. Matching Funds Programs. School shall take all reasonable steps necessary to cause the Scholarships to be matched under available State of Florida matching funds programs in accordance with the requirements of those programs, governing laws, and subject to annual legislative appropriations. The administration of any funds or grants that are received by School shall remain the sole responsibility of School, and BHSF shall not direct, authorize, control, operate, supervise, or manage, the administration of these funds or grants; provided, however, School shall provide BHSF with a full accounting of the funds and any matching funds or grants at least quarterly each year of the Term of this Agreement, or when otherwise requested by BHSF during the Term of this Agreement. School shall be liable for any and all claims, demands, suits, actions, proceedings, losses, fines, expenses, costs, and/or damages that may arise out of, or are in any way related to, the receipt by School of these matching funds.

6. Term and Termination

- 6.1. Term. This Agreement shall commence on the Effective Date and continue for five (5) years (“**Term**”) unless terminated as provided for herein. The Parties agree that this Agreement shall constitute termination of, replace and supersede any existing Scholars Program Agreement between the Parties as of the Effective Date of this Agreement.
- 6.2. Termination. This Agreement may be terminated prior to the expiration of the Term as follows:
- i. Termination without Cause. Either Party may terminate this Agreement without stating cause upon at least ninety (90) days’ advance written notice. Scholars enrolled in the Program or accepted for enrollment in the Program at the time of the termination under this Section shall be given the opportunity to continue the Program until the Program’s originally scheduled completion date. The Parties agree that the non-renewal or termination of this Agreement shall mean that there shall be no additional students entering the Program.
 - ii. Termination for Material Breach. Either party may terminate this Agreement upon a breach by the other party of a material term of this Agreement; provided, however that the non-breaching party shall first notify the breaching party in writing of the reason for termination and provide the breaching party thirty (30) days to cure the breach. If, upon the expiration of the thirty (30) day period the non-breaching party has not cured the breach to the reasonable satisfaction of the non-breaching party, the non-breaching party may immediately terminate this Agreement. Scholars enrolled in the Program or accepted for enrollment in the Program at the time of the termination under this Section shall be given the opportunity to continue the Program until the Program’s originally scheduled completion date.

- iii. Change in Law. This Agreement is intended to comply with existing federal, State and local laws, rules and regulations. However, the Parties acknowledge that the existing law and regulations may change and that the courts, or federal or State agencies with appropriate jurisdiction, may change their interpretation of existing law. Upon the enactment or amendment of any federal, State or local law or regulation, or upon the issuance of any judicial or interpretive ruling of any existing federal, State or local law or regulation, that renders this Agreement illegal or materially changes the obligations of the Parties, either party may notify the other party of such event. The Parties shall use their best efforts during a thirty (30) day period after such notice is sent to mutually agree to such amendments to this Agreement as to permit its valid and legal continuation. If after such thirty (30) day period, the Parties are unable to agree to amend this Agreement, this Agreement shall automatically terminate.
- iv. Effects of Termination. Neither Party shall have any further obligations under this Agreement after the effective date of termination except for those provisions of this Agreement that explicitly survive the termination or expiration of this Agreement.

7. General.

- 7.1. Entire Agreement; Amendment. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter, provided, however, that the Parties agree that the Affiliation Agreement is not superseded by this Agreement and remains in effect. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless in writing and signed by the Party against whom enforcement of such modification, waiver, amendment, discharge, or change is sought.
- 7.2. Notices. Whenever any notice, demand or request is required or permitted under this Agreement, that notice, demand or request shall be either hand-delivered in person or sent by United States mail, registered or certified, postage prepaid, or delivered via nationally recognized overnight courier to the addresses below or to any other address that either Party may specify by notice to the other party. The Parties agree to accept notices by email with a letter sent by regular mail. Neither Party shall be obligated to send more than one (1) notice to the other Party, nor shall a notice of a change of address be effective until received by the other Party. A notice shall be deemed received either upon (i) hand delivery; (ii) with a receipt obtained or noted as uncollected when sent by United States mail; or (iii) the sooner of receipt or two (2) business days after dispatch by overnight courier.

If to Facility: Baptist Health Office of Academic Affairs
 Baptist Hospital - Support Services Bldg.
 8900 N. Kendall Drive Miami, FL 33176
 Phone: (786) 467-2633
 Email: AACContracts@BaptistHealth.net

If to School: To the address set forth on the signature page

- 7.3. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.
- 7.4. Headings. The headings of the articles and sections of this Agreement have been inserted for

convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Agreement.

- 7.5. Governing Law. This Agreement has been executed and delivered and shall be construed and enforced in accordance with the laws of the State of Florida, without regard to choice of law principles.
- 7.6. Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, their heirs, personal representatives, successors, and assigns. Neither this Agreement, nor any of the rights or duties hereunder, shall be assigned or delegated by either Party without the express written consent of the other, which consent shall not be unreasonably withheld, delayed or conditioned. Each Party may assign this Agreement to any entity it controls or with which it is under common control, including without limitation any affiliate.
- 7.7. Dispute Resolution. Disputes arising under this Agreement will be resolved by the Parties through good faith negotiations in the ordinary course of business within sixty (60) days. Any dispute not so resolved will be submitted for mediation prior to arbitration, at the written request of either party, before a neutral third-party mediator mutually agreed upon or from among two nominations provided by each Party. All costs and fees required by the mediator shall be split equally by the Parties; otherwise, each Party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, any Party may pursue arbitration to resolve the dispute. During any such mediation, the Parties will continue diligent performance of the Agreement.
- 7.8. Arbitration. Except as otherwise provided in Section 7.7, any controversy, dispute, disagreement or claim arising out of or relating to this Agreement, or any alleged breach thereof, or the subject matter thereof, shall be settled exclusively by binding arbitration, which shall be conducted in Miami-Dade County, Florida in accordance with the American Health Law Association, Dispute Resolution Service, Rules of Procedure for Arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.
- 7.9. Jurisdiction; Venue: Inconvenient Forum Trial: Subject to the limitation in Section 7.8 of this Agreement, any suit, action or proceeding with respect to any judgement entered by any court in respect to this Agreement shall be brought in the Miami-Dade County Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the U.S. District Court for the Southern District of Florida, Miami Division, and the Parties accept the exclusive personal jurisdiction of those courts for the purpose of any suit, action or proceeding.
- 7.10. Adverse Impact on Tax Exempt Status. Nothing in this Agreement shall be construed to require BHSF or Facilities or School to take any action or omit to take any action which, in the reasonable opinion of BHSF or Facilities' or School's tax or bond counsel, may have an adverse impact on the tax exempt status of BHSF or Facilities or School or result in the imposition of intermediate sanctions under Section 4958 of the Internal Revenue Code of 1986, as amended, on BHSF or Facilities or School's or its officers, trustees, or directors. In the event implementation of any provisions of this Agreement presents in the reasonable opinion of counsel for BHSF or Facilities or School a material risk of loss of BHSF or Facilities' or School's tax exempt status or the imposition of sanctions, or if any provision of this Agreement is held invalid, illegal or unenforceable, BHSF or Facilities and School shall promptly negotiate in good faith a lawful, valid

and enforceable provision that is an similar in terms to such invalid or possibly invalid provision as may be possible while giving effect to then future benefits and burdens accruing to the Parties hereunder, and which removes the risk, if any, of loss of BHSF or Facilities' or School's tax exempt status and/or the imposition of sanctions, and the remaining provisions of this Agreement shall remain binding on the Parties hereto.

7.11.E-Verify. The College is an E-Verify employer. As of the effective date of this Agreement, BHSF represents that it is an E-Verify employer. Prior to the effective date of this Agreement, BHSF will provide proof of enrollment in E-Verify to the College. Both parties agree to use E-Verify as required by, and in accordance with the terms and conditions of, state and federal law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below.

BHSF:

SCHOOL: The College of the Florida Keys

By: _____

By: _____

Print Name: _____

Print Name: Dr. Brittany Snyder

Title: _____

Title: Executive Vice President and CFO

Date: _____

Date: _____

By: _____

By: _____

Print Name: Javier Hernandez-Lichtl

Print Name: _____

Title: Chief Academic Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A

Degree Programs Eligible for BHSF Scholars Programs

<u>Degree Program</u>	<u>Length of Training</u>	<u>Maximum Number of Scholars Per Degree Program Each Year</u>	<u>Scholarship Amount per Semester/Period</u>	<u>Number of BHSF Faculty (if applicable)</u>
Associate of Science in Nursing	22 months	10	2,434.48/ Semester Total=12,172.39 for program	Not Applicable

EXHIBIT B:

Degree Program Tuition Discount for Eligible BHSF Scholars Programs

<u>Degree Program</u>	<u>% Discount</u>

EXHIBIT C:**Additional Terms for Programs with Didactic Education Provided by BHSF Employees or Contractors**

A. Responsibilities of School:

1. School shall be responsible for the operation and administration of the academic aspects of the Degree Program, including, but not limited to, degree program admissions, faculty teaching assignments, advising, curriculum development, maintenance of academic records, maintenance of accreditation, and granting of degrees.
2. School shall designate a liaison to serve as a resource to the Scholars Program Manager/Director and BHSF faculty on academic issues, including, but not limited to, course development, syllabi format, grading policies, evaluations, classroom management, record keeping and student advisement.
3. School shall provide faculty orientation and faculty appointments, consistent with School's policies.
4. School acknowledges and agrees that, at all times during the Program, Scholars shall be considered School's students, and not employees, contractors, nor agents of BHSF.

B. Responsibilities of BHSF:

1. BHSF will provide administrative and teaching support for the Program, including a Scholars Program Manager/Director who shall be a BHSF employee responsible for the day-to-day management of the Program.
2. BHSF will provide full-time faculty members employed by BHSF, and approved by School, to provide didactic education and academic advising to Students. The number of BHSF-employed faculty members is reflected in Exhibit A. BHSF faculty will determine the class schedule, while utilizing the School's approved curriculum. BHSF faculty will attend meetings on School's campus as deemed appropriate by School's Program Director.
3. BHSF will provide appropriate educational spaces and infrastructure as needed and as determined in its discretion, including classrooms, faculty offices, audio/visual equipment, internet connection, skills labs, and computer testing rooms at BHSF facilities, to be maintained by BHSF. These spaces will be reasonably available to School for site visits required for Program accreditation purposes.