

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Agreement) is entered into this 5th day of May 2017, by and between **the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Little Rock** (hereinafter referred to as "UA Little Rock"), St. Vincent Foundation (hereinafter referred to as "SVF"), **St. Vincent Infirmiry Medical Center d/b/a St. Vincent Health System** (hereinafter referred to as "SVHS").

UA Little Rock and SVHS previously entered into that certain Memorandum of Understanding effective as of 13th day October, 2014 ("Previous MOU") relating to expanded enrollment in UA Little Rock's RN-to-BSN program and recruitment support for UA Little Rock's LPN-to-RN program, which remains in full force and effect. The October 2014 Previous MOU remains in full force and effect until June 30, 2018

The parties enter into this Agreement to document the terms under which they will collaborate to support the development and enhanced enrollment in UA Little Rock's School of Nursing programs.

1. **Term.** The Term of this Agreement shall begin on July 1, 2017, and end on June 30, 2020, (the "Term"). As used in this Agreement, the term "Academic Year" shall mean and refer to each period from July 1st through the following June 30th.
2. **Program Overview.** SVHS's patient service area is experiencing a shortage of nursing staff. SVHS and SVF believe it is within the mission of their respective organizations to support nursing education in a way that directly results in increased recruiting and retention to SVHS. UA Little Rock acknowledges the need for increased Registered Nurses within Arkansas and agrees to develop, staff, market, and enroll Registered Nurses in an accelerated four semester program. SVHS and SVH agree to provide financial support of the nursing school and certain students who enroll in and graduate from an accelerated program with the outcome of hiring such graduates at SVHS. Such program is hereafter referred to as the "UA Little Rock/SVHS Pathway Program" or the "Program".
3. **Program Enrollment.** In collaboration with SVHS, UA Little Rock will develop the Program Enrollment Criteria according to the following principles:
 - a. Applicants must meet program entry non-conditional Program Enrollment Criteria, as provided on Schedule 3.
 - b. SVHS and SVF will have the opportunity to meet each Program candidate and provide feedback to UA Little Rock prior to the selection of the candidates who enter into the program. Ultimately, UA Little Rock will remain responsible for all enrollment decisions.
 - c. Program candidates must acknowledge SVHS's role in mentoring Program, agree to conduct a portion of training at one or more of SVHS's campuses, and agree to apply for a nursing position with SVHS prior to graduation from the Program.
 - d. UA Little Rock agrees to enroll an average of forty (40) students per Academic Year.
 - e. UA Little Rock agrees to collaborate with SVHS to establish intervention strategies to assist students at risk of not reaching program completion.
 - f. UA Little Rock agrees to meet with SVHS annually to assess the Program, specifically , candidates' progress toward graduation, intervention modifications based on program completion rates, and any other program issues that merit review.

4. **Program Curriculum.** The program curriculum is attached hereto as Schedule 4. While the program curriculum is developed by UA Little Rock in its sole discretion, UA Little Rock agrees to notify SVHS in the event of any changes to the curriculum. Throughout enrollment in the program, each student will be paired with a SVHS-appointed liaison. Each student will be required to submit an application for employment with SVHS prior to graduation.
5. **Program Marketing.** The parties agree to collaborate on the development of the Program. The parties agree that marketing materials will not be distributed until the written approval of all parties, which is anticipated to be May 1, 2017.
6. **Financial Support for the Program.** In exchange for hiring additional educational and administrative staff needed to appropriately support the Program, developing program criteria, marketing the program, and enrolling students into the Program, SVHS agrees to make a donation to UAF, earmarked for the Program, in the amount of \$333,333 payable by June 1 of each year of the Term, not to exceed \$1,000,000 in total over the Term. In addition, UA Little Rock agrees to provide a \$1,250 scholarship to each enrollee in the Program per semester (\$5,000 in total per enrollee throughout the Program).
7. **Program Enrollment Support.** In exchange for the development, marketing, graduation, and placement of an average of 40 students per Academic Year into the employ of SVHS, SVF agrees to sponsor each enrollee into the Program with a financial recruitment package of \$1,250 per semester (\$5,000 in total per enrollee throughout the Program). The recruitment package will be structured as a loan and subject to forgiveness on a monthly basis as long as the individual remains employed by SVHS for a minimum period of 24-months following graduation from UA Little Rock.
8. **Guarantee of Employment Consideration.** SVHS will guarantee to each Program enrollee the opportunity to be considered for placement in one of the student's two preferred clinical areas of choice.
9. **UA Little Rock Medical Library Access.** UA Little Rock agrees to provide SVHS with a minimum of four (4) visiting access passes to the UA Little Rock library throughout the term of this Agreement.
10. **Compliance.** Each party shall perform its obligations under this Agreement in compliance with all applicable federal, state, and local statutes, rules, and regulations.
11. **Excluded Provider.** In the event either party is excluded from participation in any federally funded Health care program during the Term of this Agreement, the other party shall have the option to immediately terminate this Agreement by notifying the other party in writing.
12. **Responsibility for Own Acts.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests. This Section shall survive the termination of this Agreement. Notwithstanding the foregoing, UA Little Rock, as a campus of an arm and

instrumentality of the State of Arkansas, does not waive any defenses available to it including sovereign immunity.

13. **Default.** If either party fails to perform any of its material obligations under this Agreement, such party shall be deemed in default hereunder, and if such party fails to cure such default within thirty (30) days after its receipt of notice of such default from the other party, then such other party may terminate this Agreement without limiting any other rights and remedies set forth in this Agreement or at law or in equity. With respect to Program Support Payments, SVHS shall be deemed in default hereunder if it fails to pay any unpaid Program Support Payment with thirty (30) days after its receipt of the applicable invoice and such failure continues for ten (10) days following SVHS's receipt of written notice from UA Little Rock specifying such failure to pay. In the event of a default by SVHS with respect to the payment of a Program Support Payment, UA Little Rock may exercise any and all remedies available to it in equity or at law.
14. **Amendments.** The provisions of this Agreement may not be amended, supplemented, or modified orally, but only in writing signed by each party and making specific reference to this Agreement.
15. **Assignment.** SVHS or UA Little Rock may assign or transfer this Agreement at any time during the Term only with the prior written consent of the other party; provided, however, that SVHS may assign its rights and delegate its duties to any affiliate or successor in interest of SVHS.
16. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
17. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
18. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
19. **Invalidity and Severability.** If any term, provision, covenant, or condition of this Agreement is rendered invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect.
20. **Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation against any party to this Agreement.
21. **Relationships of the Parties.** The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create a joint venture, partnership, agency relationship, or any other similar relationship between the parties.
22. **Without Cause Termination.** Either party shall have the right to terminate this Agreement without cause upon the conclusion of each Academic Year with thirty (30) days prior written notice to the other party. Such termination shall not affect or negate any obligations of either party to the other arising prior to the date of the termination. Further, any termination of this Agreement shall

not affect any right or remedy to which the terminating party may be entitled either at law, or in equity, or under this Agreement.

23. **Access to Records.** If and to the extent required by Section 1395x(v)(1)(1) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, UA Little Rock shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the cost of the services provided by UA Little Rock under this Agreement.

24. **Compliance with CHI Standards of Conduct.** UA Little Rock recognizes that it is essential to the core values of SVHS that all persons and entities employed by or otherwise contracting with SVHS at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the *Catholic Health Initiatives ("CHI") Standards of Conduct*, as amended from time to time. As of the Effective Date of the Agreement, the *CHI Standards of Conduct* are set forth in *Our Values & Ethics at Work Reference Guide* ("Reference Guide"), which is available at the following website: <http://www.catholichealthinitiatives.org/corporate-responsibility>

UA Little Rock acknowledges that SVHS has electronically accessed, obtained or otherwise received a copy of the Reference Guide and has read and understands the same, and hereby agrees that, so long as the Agreement remains in effect, UA Little Rock shall act in a manner consistent with, and shall at all times abide by, such *Standards of Conduct*, to the extent the same are applicable to UA Little Rock in the performance of the Agreement.

25. **Ethical and Religious Directives.** UA Little Rock agrees that its performance under the Agreement shall be in accordance with the *Ethical and Religious Directives for Catholic Health Care Services* in as much as they apply to UA Little Rock, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop (the "*Directives*"). As of the date of the Agreement, the *Directives* are available at the following website: <http://www.usccb.org/> In the event that SVHS determines in good faith that UA Little Rock has failed to comply with its obligations pursuant to Section 20, UA Little Rock shall be considered to be in material breach of the Agreement.

26. **Nondiscrimination.** Neither party shall discriminate against any individual under this Agreement based on race, color, national origin, ancestry, religion, sex, marital status, disability, sexual orientation, age, nor any other legally prohibited basis, except as may be medically indicated.

27. **Jeopardy.** Notwithstanding anything to the contrary herein contained, in the event the performance by either party of any term, covenant, condition or provision of the Agreement jeopardizes the licensure of SVHS, its participation in or the payment or reimbursement from, Medicare, Medicaid, Blue Cross or other reimbursement or payment programs, or SVHS's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of SVHS, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any UA Little Rock, or any other health care professionals or their patients from utilizing SVHS or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, SVHS may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve

Schedule 3 Program Enrollment Criteria

1. Be admitted to UA Little Rock with regular or conditional admission status and maintain a 2.0 GPA at UA Little Rock. Transfer students currently enrolled in other universities at the time of application are required to apply and be admitted into UA Little Rock prior to applying to the Nursing Department.
2. Obtain pre-admission advising from the Department of Nursing prior to submitting an application.
3. Have successfully completed or be eligible to enroll in MATH 1302 and in RHET 1311 or their equivalents. All developmental courses must be completed.
4. Have successfully completed or be enrolled in 4 credit hours of Anatomy and Physiology, either BIOL 1433 Essentials of Anatomy and Physiology, BIOL 1411 Introduction to Human Anatomy and Physiology I, or BIOL 1412 Introduction to Human Anatomy and Physiology II. A three-hour course will not meet this requirement.
5. Have a minimum GPA of 2.60 in required general education courses (detailed below) and a cumulative UA Little Rock GPA of 2.00 or greater. The GPA is based on the courses completed at the time of application. GPA is calculated using the most recent course grade.
6. Submit a completed Department of Nursing Application Form between January 1 and February 28. Enclose a copy of all college/ university transcripts and scores for credit by examination in required general education courses. The first group of students will be accepted from this pool of applicants. The department continues to accept applications after the February 28th date and will admit additional students based on space availability.
7. ESL students must have TOEFL scores of 83 (internet exam), 207 (computerized exam) or 540 (paper exam).
 - Please Note: Students who have completed a previous nursing degree from another country may not be eligible to apply for admission. Please contact the Department of Nursing for additional information.
8. Students will initially be conditionally admitted to the nursing program. Upon completion of the following, students will be officially admitted to the nursing program:
 - Successful completion of NURS 1300
 - Submission of required documents by designated date (specified on letter of conditional admission)
 - Maintenance of required GPA (required general education course(s) and UA Little Rock)
 - Attendance at scheduled department orientation session

Please note students who have been previously enrolled in two (2) nursing programs, which can include any RN or LPN nursing program, are not eligible to enroll in the UA-Little Rock nursing program.

Accelerate Option Selection Criteria

Selection for acceptance into the traditional accelerated program is competitive and is based on the following:

- Nursing curriculum support course GPA
- UA Little Rock cumulative GPA
- Completion of all curriculum support courses prior to the start of the accelerated summer nursing course

- Earned grades in nursing, math and science courses

The following students are not eligible for consideration into the traditional accelerated program:

- Reentry or transfer students (those who failed a nursing course or who withdrew failing); or students who have failed (D or F) any nursing curriculum support course; however, consideration may be given for academic history,

**Schedule 4
Program Curriculum**

UA Little Rock offers a program in nursing that leads to an associate of applied science degree. The traditional accelerated option includes 31 (possibly 27) credit hours in liberal arts and sciences (nursing curriculum support courses) and 34 credit hours in nursing.

Nursing Curriculum Support Courses: Accelerated Option

Course	Credits
Rhetoric 1311 Composition I	3
Rhetoric 1312 Composition II	3
Mathematics 1302 College Algebra	3
Psychology 2300 Psychology and the Human Experience or Sociology 2300 Introduction to Sociology	3
Biology 1411 Intro to Human Anatomy and Physiology I	4
Biology 1412 Intro to Human Anatomy and Physiology II	4
<i>Biology 1433 Essentials of Anatomy and Physiology (Can be taken in place of 1411 and 1412)</i>	4
Chemistry 1400 Fundamental Chemistry I or higher level	4
History 2311 or 2312 U.S. History or Political Science 1310 American National Government	3
Biology 2401 Microbiology	4
Nursing Curriculum Support Courses Total Credits	31 (27 if Biology 1433 is taken)


Required Nursing Courses: Accelerated Option	Credits
Summer Conditional Acceptance	
Nursing 1300 Essential Nursing Skills (6 hrs class wk/ 9 hrs lab week)	3
First Fall Semester	
Nursing 1205 Health Promotion across the Lifespan	2
Nursing 1505 Nursing Care of Adults I (3 hrs class wk/ 6 hrs lab week)	5
First Spring Semester	
Nursing 1410 Adult Nursing II (partial-term; 4 hrs class/12 hrs lab per week)	4
Nursing 1420 Mental Health Nursing (partial-term; 4 hrs class/12 hrs lab per week)	4
Summer Semesters	
Nursing 2410 Obstetric Nursing (partial-term; 4 hrs class/12 hrs lab per week)	4
Nursing 2420 Pediatric Nursing (partial-term; 4 hrs class/12 hrs lab per week)	4
Second Fall Semester	
Nursing 2550 Adult Nursing III (4.5 hrs class per week/9 hrs lab per week for 10 weeks)	5
Nursing 2350 Competency for Entry into Practice (6 hrs class per week/ 45 hours of clinical preceptorship)	3
Nursing Courses Total Credits	34

the matter within thirty (30) days thereafter, SVHS may, at its option, terminate the Agreement immediately.

28. **Confidential and Proprietary Information.** During the Term of this Agreement, UA Little Rock shall have access to SVHS's confidential and proprietary information as defined below. UA Little Rock recognizes and acknowledges that all of SVHS's confidential and proprietary information shall remain confidential and shall remain the sole property of SVHS. For purposes of this Agreement, the terms "confidential and proprietary information" shall include, without limitation, SVHS's trademarks, service marks, patient lists, patient records (including those generated by UA Little Rock for SVHS), computer programs, business strategies for developing new patient and new relationships, including recruitment cost data, utilization review techniques, medical management, quality assurance protocols, patents, trade secrets, know-how and other proprietary processes, and such proprietary information included in manuals or memoranda, as they may now exist or may be developed the term of this Agreement. UA Little Rock shall not, during or after the term this Agreement, in whole or in part, disclose such confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, except as required by law, nor shall UA Little Rock make use of any such property for UA Little Rock's own purposes or for the benefit of any person, firm, corporation or other entity (except SVHS under any circumstances during or after the term of this Agreement; provided, however, that after the term of this Agreement, these restrictions shall not apply to secrets, know-how and processes which are then generally known to the public, (provided that the UA Little Rock was not responsible, directly or indirectly, for such secrets, know-how or processes entering the public without SVHS's consent).
29. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.

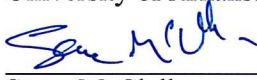
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written above.

St. Vincent Infirmary Medical Center
d/b/a St. Vincent Health Systems



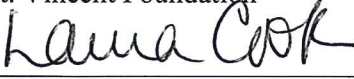
Chad S. Aduddell
Market CEO
Date 5/5/2017

University of Arkansas at Little Rock



Steve McClellan
Vice Chancellor for Finance & Admin
Date 05-05-2017

St. Vincent Foundation



By:
Its: 5/5/2017
Date

