

ARTICULATION AGREEMENT

This Articulation Agreement ("Agreement") is entered into as of April 1, 2019 by the Neosho County Community College "NCCC" and Saint Luke's College of Health Sciences "SLCHS" (collectively, the "Parties").

RECITALS

WHEREAS, SLCHS is an accredited institution that offers programs, training and other services to students; and

WHEREAS, NCCC is an accredited institution that offers degree programs, training and other services to students; and

WHEREAS, SLCHS and NCCC have agreed to enter into an articulation agreement whereby SLCHS agrees to accept credits earned at NCCC into SLCHS's RN to BSN online degree program (the "Program") as outlined in Schedule 1 attached hereto and desire to formalize the arrangement in this instrument; and

WHEREAS, SLCHS and NCCC wish to establish a relationship pursuant to which students and alumni of NCCC will be notified about the existence of the Program, and, if they enroll in the Program, SLCHS will provide academic support services consistent with those provided to all SLCHS students.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, SLCHS and NCCC hereto agree as follows:

1. DUTIES AND OBLIGATIONS OF THE PARTIES

1.1 Consistent with the terms and conditions of this Agreement, during the Term (as defined in Section 3.1, below), the Parties will perform, or cause to be performed, the services set forth on Schedule 1 hereto.

1.2 NCCC acknowledges and agrees that SLCHS is solely responsible for and maintains all discretion with respect to the nature of its RN to BSN programs, including the offering, substitution, or cancellation of the Program. NCCC further acknowledges (a) that SLCHS will, in its sole and absolute discretion, determine the admissions requirements and acceptance/rejection of each student into the Program; (b) SLCHS will exclusively control all elements of the Program, including the delivery, standards for assessment, and requirements for continued enrollment and graduation; (c) retain all authority regarding the award of degrees and/or credits; and (d) that SLCHS may change academic and administrative requirements at any time in its sole discretion.

1.3 The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, color, or any other protected class. In addition, student education records will be handled in a manner consistent with the Family Educational Rights and Privacy Act (FERPA), and each Part agrees to comply therewith.

2. CONFIDENTIALITY

2.1 Each Party agrees that the terms and conditions of this Agreement, as well as all non-public information it receives from the other Party pursuant to this Agreement, will be treated as confidential information and as such, can be disclosed only after the express written consent of the Parties. This paragraph is expressly not intended to cover promotional materials and advertising of the Program as outlined in Schedule 1.

3. TERM AND TERMINATION

3.1 This Agreement will commence on April 1, 2019 and continue for an initial term of three (3) years ("*Initial Term*"). Thereafter, this Agreement may renew for additional periods of two (2) years each (each a "*Renewal Term*") upon the mutual written agreement of the parties, unless either SLCHS or NCCC provides written notice of termination. The Initial Term together with any Renewal Term(s) will be referred to herein as the "*Term*."

3.2 Either SLCHS or NCCC may terminate this Agreement, with or without cause, at any time with 90 days written notice to the other Party. However, if either party is directed to cease activities contemplated by this Agreement due to alleged noncompliance with state, federal or accreditation requirements, or if SLCHS determines, in its sole discretion, that state, federal or accreditation requirements would be violated by the continuation of the Agreement, then the Agreement shall immediately terminate.

3.3 Upon termination of this Agreement, NCCC will discontinue any and all references to SLCHS and the Program in any marketing, promotional or other materials within a reasonable amount of time following the termination of this Agreement, not to exceed thirty (30) days.

3.4 Upon expiration or termination of this Agreement for any reason, students currently enrolled in the Program at SLCHS under this Agreement shall be allowed to complete the Program, provided, in each case, that such students complete the Program in the time allotted by SLCHS's satisfactory academic progress policies, unless such completion would deem a violation of state, federal, or accreditation requirements.

4. MISCELLANEOUS

4.1 **Independent Contractors.** The Parties are independent contractors, and no agency, partnership, joint venture, or employment relationship is intended or created by this Agreement. Neither Party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other Party.

4.2 **Entire Agreement.** This Agreement, together with the schedules attached hereto, constitutes the entire agreement between SLCHS and NCCC in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, discussions, arrangements or understandings with respect to such subject matter. The terms and conditions of this Agreement will take precedence and will govern in the event of any inconsistent or conflicting terms in a purchase order, acknowledgement, confirmation or other document or instrument issued by either SLCHS or NCCC (even if signed), unless the specific intent of the document is to modify this Agreement and is signed by both parties pursuant to Section 4.6, below.

4.3 **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable, in whole or part, such determination will not affect any of the other provisions or the valid

portion of a partially stricken provision, each of which will be construed and enforced as if such invalid or unenforceable provision or portion thereof was not contained herein.

4.4 **Notice.** Any notice that one Party must deliver to the other under any provision of this Agreement will be deemed to have been sufficiently delivered for all purposes only if it is in writing and it is: (a) delivered personally to the Party to whom it is directed, (b) sent by certified mail (return receipt requested) or overnight courier, postage and charges prepaid, addressed to the Party to whom it is directed, at such Party's address as set forth below, or (c) sent by facsimile to the Party to whom it is directed, at such Party's fax number, as set forth below, with telephone confirmation. Communications sent by e-mail will not constitute notice.

Notices to NCCC shall be sent to:

Attn:

Notices sent to SLCHS shall be sent to:

Attn: Hubert Benitez, DDS, PhD President/CEO
Saint Luke's College of Health Sciences
624 Westport Road
Kansas City, MO 64111
Tel: 816-936-8711

4.5 Any Party may change its address for purposes of this Agreement by giving the other Party notice of such change in the manner herein before provided for the giving of notice. Notice will be deemed effective for subsection (b) upon receipt, and for subsection (c) upon telephone confirmation.

4.6 **Applicable Law.** This Agreement, the legal relations between SLCHS and NCCC, and the adjudication and enforcement thereof will be interpreted and construed in accordance with the laws of the State of Missouri, without regard to the conflicts of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

4.7 **Amendment; Waivers.** This Agreement may be modified or amended only via a writing signed by both parties. The waiver by either Party of any provision of this Agreement on any occasion shall not operate as a waiver of such provision of this Agreement on any other occasion or upon and other circumstance.

4.8 **Benefits Only to Parties.** Nothing expressed by or mentioned in this Agreement is intended or will be construed to give any person, other than the Parties and their successors or permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained, this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns, and for the benefit of no other person.

4.9 **Announcements.** Neither Party may issue press releases or make other public statements regarding this Agreement nor the relationship created under this Agreement without the prior written consent of the other Party, which approval will not be unreasonably withheld or delayed. This paragraph is expressly not intended to cover promotional materials and advertising of the Program as outlined in Schedule 1.

4.10 **Survival.** The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein or therein which (a) the Parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

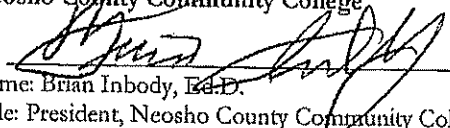
4.11 **Non-Exclusivity; Assignment.** Nothing in this Agreement will be construed as preventing either Party from entering into an agreement with other third parties for similar purpose(s) or services as set forth herein. Neither Party may assign this Agreement without the prior written consent of the other Party.

4.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

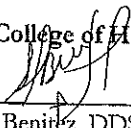
4.13 **Dispute Resolution.** All disputes arising out of this Agreement or relating to the performance of either Party of its obligations hereunder, which disputes the Parties are unable to resolve directly between themselves, may be submitted to non-binding mediation upon mutual agreement of the Parties with cost split between the Parties.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Neosho County Community College

By: 
Name: Brian Inbody, Ed.D.
Title: President, Neosho County Community College

Saint Luke's College of Health Sciences

By: 
Name: Hubert Benitez, DDS, PhD
Title: President and CEO, Saint Luke's College of Health Sciences

Schedule 1: Articulation Agreement and Obligations between Saint Luke's College of Health Sciences ("SLCHS") and Metropolitan Community College Kansas City ("NCCC")

Admission, Transfer of Credits, and Graduation Requirements

1. To be eligible for participation in the Program, NCCC students must graduate from the Associate in Applied Science in Nursing program at NCCC. After this eligibility standard has been met, a student must apply to SLCHS. SLCHS's admission requirements will be applicable.
2. SLCHS will offer provisional acceptance to graduates from the Associate in Applied Science in Nursing program at NCCC while the candidate completes NCLEX and is able to produce an active nursing license, not to exceed the first semester of courses.
3. SLCHS will receive credits as presented in the SLCHS-NCCC Articulation Table, below, in recognition of students' previous coursework from the Associate in Applied Science in Nursing program from NCCC. Transcript evaluations will be completed by the SLCHS Office of the Registrar to ensure credits being transferred from NCCC to SLCHS under this Agreement meet all requirements. In addition, if any student has completed coursework at another institution of higher education, those transcripts will be evaluated as well for potential eligibility of additional transfer credits (if applicable).
4. Once a student has been accepted into the Program, a minimum total of 30 mandatory SLCHS RN-BSN Courses remain to complete the Program at SLCHS and graduate.

The Plan of Study for the Program is outlined in Schedule 2.

SLCHS-NCCC Articulation Agreement Table	Credit Hours
All NCCC General Education courses which NCCC requires as "pre-entry" and as part of ADN coursework into the Associate in Applied Science in Nursing degree will be accepted by SLCHS.	36 credit hours
<i>Mandatory</i> SLCHS general education courses include: statistics, ethics, and nutrition—3 credit hours each. NCCC applicants may take these courses at SLCHS or transfer them in following our course transfer policy. SLCHS provides these three courses fully online.	9 credit hours
<i>Mandatory</i> RN-BSN Courses to be taken at SLCHS.	30 credit hours
All Associate in Applied Science core Nursing coursework from NCCC will be accepted as needed by SLCHS to equal 120 hours (includes J.P.N coursework).	45 credit hours (minimum)
Total number of required credits a student will have earned for their BSN degree	120 Total credit hours

1. **Promotion of Articulation Agreement**
 - a. Upon the execution of this Agreement, SLCHS shall provide to NCCC all marketing materials related to the promotion of this articulation agreement.
 - b. NCCC shall provide sufficient quantities of admission materials to interested students.
 - c. NCCC may wish to create additional marketing materials and/or to list information about this articulation agreement in NCCC marketing materials including the website and social media and in their academic catalogs.
2. **Oversight**
 - a. SLCHS shall remain responsible for all admissions and enrollment activity for the Program and shall supervise and respond to any concerns raised regarding NCCC's use of its marketing materials or the sharing of information about the Program. SLCHS shall ensure that NCCC has approved materials to

provide to interested students and that such material remains updated and in compliance with requirements of its regulators.

3. Delivery of Academic Programs

- a. Students enrolling in the Program will be solely students of SLCHS and all coursework within the Program will be provided by SLCHS and its staff. All academic advising and instruction shall be the sole responsibility of SLCHS.

4. Tuition Grants and Scholarships

- a. Students enrolling in SLCHS programs will be eligible for the SLCHS scholarship program.
- b. ADN NCCC students, will be encouraged to enroll in a transition 2 credit hour SLCHS RN-BSN course to facilitate the transition to become familiar with:
 - i. The College;
 - ii. The BSN program; and
 - iii. The SLCHS Learning Management System; and
 - iv. For NCCC students to feel a continuity in their learning while not impeding their pursuit of employment; as early as their first NCCC summer term.
- b. ADN NCCC students enrolled in the transitional 2-credit hour SLCHS RN-BSN course will be granted a tuition waiver for the costs related to this course.
- c. Students enrolling in the SLCHS RN-BSN program from NCCC within ninety (90) days of graduation and start the program in the semester post-graduation, will receive a preferential tuition rate of \$243 per credit hour, each semester, while maintaining a minimum load of 6 credit hours per term.
- d. Students which do not maintain a minimum load of 6 credit hours per term, are not eligible for Federal loans.
- e. Students who enroll after ninety (90) days of graduation, will receive a tuition rate of \$325 per credit hour, each semester.

Schedule 2: SLCHS RN to BSN Sample Plans of Study- Fall, Spring and Summer Entry Points

Courses and Term	
FALL TERM	
<u>1ST 7.5 WEEKS</u>	
N393 Student Success Strategies (1 credit hour)*	
N401 Role Development and Professional Issues (3 credit hours)	
N485 Health Assessment for Professional Nurse (3 credit hours)	
<u>2ND 7.5 WEEKS</u>	
N487 Pathophysiology (3 credit hours)	
N411 Introduction to Evidence Based Practice (3 credit hours)	
SPRING TERM	
<u>1ST 7.5 WEEKS</u>	
N457 Pharmacology (3 credit hours)	
N499 Organizational and System Leadership (3 credit hours)	
<u>2ND 7.5 WEEKS</u>	
N489 Informatics (3 credit hours)	
N482 Community/Public Health Theory (3 credit hours)	
SUMMER TERM	
N484 Community Health Project (3 credit hours)	
ELECTIVES (Offered Various Semesters)	
Elective (2 credit hours)	
30 TOTAL Credit Hours	

Courses and Term	
SPRING TERM	
<u>1ST 7.5 WEEKS</u>	
N393 Student Success Strategies (1 credit hour) *	
N457 Pharmacology (3 credit hours)	
N499 Organizational and System Leadership (3 credit hours)	
<u>2ND 7.5 WEEKS</u>	
N489 Informatics (3 credit hours)	
N482 Community/Public Health Theory (3 credit hours)	
SUMMER TERM	
N484 Community Health Project (3 credit hours)	
FALL TERM	
<u>1ST 7.5 WEEKS</u>	
N401 Role Development and Professional Issues (3 credit hours)	
N485 Health Assessment for Professional Nurse (3 credit hours)	
<u>2ND 7.5 WEEKS</u>	
N487 Pathophysiology (3 credit hours)	
N411 Introduction to Evidence Based Practice (3 credit hours)	
ELECTIVES (Offered Various Semesters)	
Elective (2 credit hours)	
30 TOTAL Credit Hours	

Courses and Term
SUMMER TERM
N393 Student Success Strategies (1 credit hour)*
N484 Community Health Project (3 credit hours)
FALL TERM
<u>1ST 7.5 WEEKS</u>
N401 Role Development and Professional Issues (3 credit hours)
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<u>2ND 7.5 WEEKS</u>
N487 Pathophysiology (3 credit hours)
N411 Introduction to Evidence Based Practice (3 credit hours)
SPRING TERM
<u>1ST 7.5 WEEKS</u>
N457 Pharmacology (3 credit hours)
N499 Organizational and System Leadership (3 credit hours)
<u>2ND 7.5 WEEKS</u>
N489 Informatics (3 credit hours)
N482 Community/Public Health Theory (3 credit hours)
ELECTIVES (Offered Various Semesters)
Elective (2 credit hours)
30 TOTAL Credit Hours

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form shall be considered altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12) with NCCC supplemental provisions, which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Contractor agrees to comply with all applicable state and federal anti-discrimination laws. The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Privacy of Student Records:** Contractor understands that NCCC is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables NCCC to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other NCCC officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official NCCC business. Contractor shall promptly report to the NCCC any disclosure of NCCC's student educational records.

References to "State of Kansas" shall mean Neosho County Community College (or any of its affiliates (NCCC)).
NCCC and board of trustees shall be responsible solely for their own actions or failure to act. (71-201a(a))
NCCC and board of trustees shall not indemnify or hold harmless resulting from actions or failure to act by any party other than the board of trustees or the community college. (71-201a(b))

NCCC and board of trustees cannot submit to the jurisdiction of any court other than the courts of the State of Kansas. (71-201b(c))
15. **Limitation/Intent:** As a continuation of the attached contract hereinafter called Clinical Affiliation Agreement (CAA) without limiting any of the provisions therein it is understood and agreed that:

- Confidentiality provisions of the CAA refer only to improper use or disclosure of PHI or EPHI by NCCC.
- NCCC activities will be limited to clinical training programs for Neesho County Community College clinical students, and in the course of such activities it is agreed and understood that NCCC will not receive in any written, electronic or other form PHI or EPHI, NCCC will not generate any PHI or EPHI, and therefore will not be the repository for any such information for which HITECH Act record keeping procedures will apply.
- Clinical students in the course of their clinical activities will observe patients in treatment settings for educational purposes and as part of the clinical training, such observations will be shared with other clinical students/instructors for coursework in classroom type settings. Any such coursework will be hypothetical based upon such observations and will not involve PHI or EPHI identifiable to any specific individual. To the extent not fully stated, such information protections are incorporated into the Clinical Affiliation Agreement between the facility/clinical site and NCCC and shall become a part thereof.
- If any identifiable student records are received from NCCC, facility/clinical site shall comply with the Family Educational Rights and Privacy Act.