Administering Agency
Sponsored by the State of Oklahoma through the Physician Manpower Training Commission.

Objective
To provide assistance to Oklahoma nursing students pursuing LPN, ADN, BSN or MSN degrees and who are interested in practicing nursing in Oklahoma communities, with emphasis placed on rural communities.

Eligibility
Applicant must have been unconditionally admitted as a student in an accredited program of nursing study. Applicant must be legal resident of Oklahoma. Applicant must be a citizen of the United States.

Amount of Loan
Matching Scholarship (Annual Minimum)
All levels of nursing $500/$500

Matching Scholarship (Annual Maximum) Non-Matching (Annual)
LPN $1,750/$1,750 LPN $1,750
ADN $2,000/$2,000 ADN $2,000
BSN/MSN $2,500/$2,500 BSN/MSN $2,500

Obligation
Loan is forgiven if nurse fulfills work obligation of one year for each year of financial assistance at an approved health institution of nurse’s choice.

Liquidated Damages
If the nurse decides not to fulfill the required work obligation by practicing nursing in the sponsoring community or in the State of Oklahoma, the nurse will be required to repay the principal amount plus 12% interest and possible liquidated damages of up to 98% of the principal.

www.pmtc.ok.gov

Physician Manpower Training Commission
5500 North Western Avenue, Suite 201
Oklahoma City, Oklahoma 73118
(405) 843-5667 · FAX (405) 843-5792
STATE OF OKLAHOMA  
NURSING STUDENT ASSISTANCE PROGRAM  
Administered by the Physician Manpower Training Commission

What is the Nursing Student Assistance Program?
It is a state supported financial assistance program for nursing students from Oklahoma, who are pursuing LPN, ADN, BSN, or MSN degrees (does not include the Nurse Adm/Management Masters Program). Recipients must plan to practice nursing in Oklahoma.

What are the eligibility criteria?
1. Applicant must be a citizen of the United States.
2. Applicant must be a legal resident of Oklahoma.
3. Applicant must have been unconditionally admitted as a student in an accredited program of nursing study. Certification of acceptance or of being a student in good academic standing must be submitted from Director of Nursing Program ONLY.

What is the difference between a Matching and Non-Matching scholarship loan?
1. Scholarship Loan Funding:
The Matching scholarship loan is funded on an equal basis between the State of Oklahoma and a sponsoring health institution which the applicant secured. Sponsors may be hospitals, nursing homes, and other health entities. The Non-Matching scholarship loan is funded solely by the State of Oklahoma.

2. Scholarship Loan Amounts:
- The LPN amount is for the entire coursework, available for only one year.
- The ADN, BSN, and MSN amounts are per academic year, available only the last two years.
- Amounts are based on full-time status and will be adjusted for part-time students.
- Scholarship loans do not cover coursework already completed or in progress.
- Financial assistance is not available to students enrolled only in general education courses.

<table>
<thead>
<tr>
<th>Plan of Study</th>
<th>NON-MATCHING</th>
<th>MATCHING*</th>
</tr>
</thead>
<tbody>
<tr>
<td>LPN</td>
<td>$1,750.00 per PN Program</td>
<td>$1,000.00 - $3,500.00 per PN Program</td>
</tr>
<tr>
<td>ADN</td>
<td>$2,000.00 per Academic Year</td>
<td>$1,000.00 - $4,000.00 per Academic Year</td>
</tr>
<tr>
<td>BSN</td>
<td>$2,500.00 per Academic Year</td>
<td>$1,000.00 - $5,000.00 per Academic Year</td>
</tr>
<tr>
<td>MSN</td>
<td>$2,500.00 per Academic Year</td>
<td>$1,000.00 - $5,000.00 per Academic Year</td>
</tr>
</tbody>
</table>

*The matching scholarship loan amount is most often set by the sponsoring institution. It must be between the minimum and maximum limits, based on actual costs of attending. Be aware of the amount from the sponsor.

3. Work obligation upon completion of school and licensing:
Upon completion of school and licensing, the nurse is obligated to practice nursing, at the degree level for which financial assistance was received, for one year for each academic year of financial assistance. The minimum obligation is one year.
- The Matching recipient is obligated to practice nursing at the sponsoring institution.
- The Non-Matching recipient can fulfill in the qualified health institution of choice. Facilities that do not qualify are physician’s offices, private duty practice, research, federal facilities, majority physician owned facilities; industrial, school, or summer camp nursing.

Nurses that do not fulfill the required work obligation must repay the scholarship loan plus interest and/or liquidated damages.

When would I have to repay the loan?
Immediately upon dropping out of nursing school, not completing nursing education, failure to pass nursing boards (after first two successive attempts), or not completing required work obligation.

What is the deadline to apply and when will I know if I received it?
Apply early, the deadline is June 28, 2013. Applications and attachments are not accepted by fax or email. All applicants will be notified by mail of either being selected or declined. If selected, an interview is required; set aside the interview session date for your region. Note on application if you need to select an alternate listed date. Not all interview sites may be needed. If you did not receive a letter, please call our office July 16 at (405) 843-5667.

- West - July 24, Burns Flat
- South - July 25, Duncan
- Southeast - July 30, McAlester
- Northeast - July 31, Tulsa
- Central - August 2, Oklahoma City

What do I need to include with my application?
1. Complete this application in its entirety, incomplete applications are not processed. Mail completed pages 2-4.
2. Letter signed by Nursing School Director, on school letterhead certifying either:
   - Unconditional acceptance into the nursing program if entering in the fall or spring: OR
   - Letter of good standing if already completed courses in the nursing program, with anticipated graduation date.
3. Grades: Letter must contain GPA (and ACT score if available). If not included in the letter, provide a current transcript. If there are no college hours or high school diploma, provide a copy of GED score (not certificate).
4. Signed 2012 Federal Income Tax Form 1040, 1040A, or 1040EZ. Dependent students must submit parent’s income tax form in addition to their own. If student is not required to file a Federal Income Tax Return, submit proper certification (form can be obtained from our website).
5. Signature required on last page. Matching applications must have sponsor section completed.

For application to be processed, applicant must provide all of the requested information. Applicant is not contacted regarding deficiencies.
APPLICANT INFORMATION

Application will not be considered if all blanks are not completed.

Check the type for which you are applying: □ Non-Matching □ Matching (Sponsor must complete the Sponsor section on the back page of Matching applications. Only one application and sponsor per applicant.)

Name

Last

First

Middle

(Maiden if applicable)

Date of Birth (Required) ____________________________ Social Security Number ____________________________

Permanent Address (where mail will always reach you)

City, State ____________________________ Zip+4 (Use 9-digit zip code) ____________________________ County ____________________________

Address in July 2013 ____________________________

Cell Phone (_____ ) ____________________________ Second Phone (_____ ) ____________________________ E-Mail:

List dates lived in Oklahoma ____________________________ Are you a U.S. Citizen? Yes _____ No _____

Marital Status: Single _____ Married _____ Separated _____ Divorced _____ Widowed _____

Name of Spouse ____________________________ Spouse Social Security Number ____________________________

Spouse Occupation ____________________________ Spouse Employer ____________________________

Number of Dependents other than yourself and spouse ____________________________ Ages: _____ _____ _____ _____ _____

Do dependents live in your household? Yes _____ No _____ If no, explain ____________________________

Are you currently licensed to practice as a LPN or RN in Oklahoma? Yes _____ No _____ Current License Number ____________

Are you or have you ever worked in a health-related occupation? Yes _____ No _____ If so, how long? ____________________________

Where and in what capacity? ____________________________

Present Employer and Address ____________________________

STUDY PLANS

Check semester(s) enrolled in nursing program: □ Fall 2013 □ Spring 2014

University, college, or technical school where you have been admitted into the nursing program:

Institution Name ____________________________ City & State ____________________________ Month / Year ____________________________

Program of Study: LPN _____ ADN _____ BSN _____ MSN-NP _____ MSN-Educ _____ List intended dates of study in nursing program. From _____ To _____

If LPN program, please indicate: Two-Year _____ One-Year _____ Self-Pace _____

*Masters of Nursing Adm. does not qualify.

If career ladder BSN program, indicate when nursing course work will be complete _____ and when graduating and receiving BSN _____

When do classes begin for the next academic year? _____ Estimate intended number of credit hours for Fall, 2013 _____ Spring, 2014 _____

Do you plan to work while attending school? Yes _____ No _____ If yes, how many hours per week? _____

What are your professional goals? ____________________________

Many people apply for this scholarship loan. Please give reasons you feel you should be selected. ____________________________

In what community do you plan to practice nursing? ____________________________

If applying for a matching scholarship, are you related to the owner or an employee of the sponsoring institution? Yes _____ No _____

If yes, please give name and relationship. ____________________________

Have you read a copy of the contract you will be asked to sign if you are awarded a scholarship loan? Yes _____ No _____ (Sample available on our website.)

Get answers to frequently asked questions at: www.pmtc.ok.gov/nsap.htm.
## FINANCIAL INFORMATION

<table>
<thead>
<tr>
<th>Available Income</th>
<th>2012 Actual</th>
<th>2013 Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculate and enter annual amounts.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Applicant’s Personal Income                           |             |                |

| Spouse Income                                         |             |                |

| Parental Support                                      |             |                |

| Alimony                                               |             |                |

| Child Support                                         |             |                |

| School Financial Aid                                  |             |                |

| Welfare Benefits: (AFDC, Food Stamps, TANF, Subsidized housing, etc.) |             |                |

| Social Security Benefits                               |             |                |

| Other Income                                           |             |                |

### Enter Annual Totals

<table>
<thead>
<tr>
<th>Total Received 2012:</th>
<th>Estimated Total 2013:</th>
</tr>
</thead>
</table>

**Are you currently, or will you be receiving assistance from any of the following? ENTER FINANCIAL AMOUNTS ABOVE.**

- Stafford
- Pell Grant
- Vocational Rehabilitation
- OTAG
- Perkins
- Low Income Housing
- SEOG
- Food Stamps
- BIA Grant or Indian Health
- WIA
- Welfare or AFDC
- Other (name source)

**Will any family member living in your household, other than yourself, be enrolled in college?**

- Yes [ ]
- No [ ]
- How many? [ ]

**Have you received or applied for other assistance with a work obligation?**

- Yes [ ]
- No [ ]
- Please explain: [ ]

**Estimated cost of attendance for 2013-2014:**

- Tuition and Fees $
- Uniforms and Supplies $
- Books $
- Transportation $
- Total commuting miles per week: [ ]

**Where will you live during the 2013-2014 school year?**

- With Parents
- On Campus
- Off Campus

**Are you currently in default or delinquent in payment on a student loan?**

- Yes [ ]
- No [ ]

**Have you ever been convicted of a felony?**

- Yes [ ]
- No [ ]

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## APPLICANT’S STATEMENT

1. I am applying for financial assistance as an incentive to complete my education in nursing and to provide professional services in a health/sickness care institution, state agency or educational institution in Oklahoma.

2. **Matching Scholarship Program.** I understand that the receipt of loan funds requires a full-time practice obligation of one year with the sponsor as specified in this application for each year of financial support received (with a minimum of one year) or repayment of scholarship funds plus interest and/or liquidated damages.

3. **Non-Matching Scholarship Program.** I understand that the receipt of loan funds requires a full-time practice obligation of one year in the State of Oklahoma for each year of financial support received (with a minimum of one year) or repayment of scholarship funds plus interest and/or liquidated damages.

4. To qualify as a legal resident for the purpose of this program, a person must have maintained his/her domicile in Oklahoma for at least one year immediately prior to a request for funds and qualify for resident tuition. If the applicant is under eighteen, or dependent, the status of the domicile is determined by that of his/her parents or legal guardian.

**CHECK ALL THAT APPLY.**

- I am twenty-three years of age or older.
- I am a legal resident of Oklahoma.
- I am eighteen years of age or older.
- I would qualify for residency based on the residency status of my parents or legal guardian.

4. The Physician Manpower Training Commission (PMTC) is given permission to contact any parties or to obtain the sources of information, which it deems necessary to verify my eligibility for a loan. I consent for my nursing school to release my grades or my status in school upon request of the PMTC. I consent for verification of my work obligation upon request of the PMTC.

The information given in this application and supporting forms is accurate and true to the best of my knowledge. I understand that if I knowingly make a false statement or misrepresentation on this application or any of the required supporting documents, it will be grounds for termination of the loan, immediate repayment of any funds already paid to me, and possible criminal action.

**Read & Initial**

1. [ ]
2. [ ]
3. [ ]
4. [ ]

**Date**

**Applicant Signature**

**Application must be completed on back page.**

Apply early, the last day to apply for 2013-2014 is June 28, 2013.
REFERENCES

Relative:

Name

Relationship

Address

City, State, Zip

Phone Number

Non-Relative:

Name of non-relative

Relationship

Address

City, State, Zip

Phone Number

SPONSOR SECTION
Nursing Student Assistance Program 2013-2014

In order for the application to be processed as matching, the sponsoring institution must complete this section. The applicant's required supporting documents must be attached for the application to be complete.

Sponsoring Facility:

Address, City, St Zip:

Telephone (___) _______ Fax (___) ———— E-Mail:

We wish to sponsor ____________________________ for a matching nursing scholarship loan.

Applicant Name

After reviewing the student's financial needs for school, we recommend the following amount of financial assistance for 2013-2014:

(Please request an amount which reflects the student's financial needs for school and is between the minimum and maximum limitations.)

<table>
<thead>
<tr>
<th>Funding Limits</th>
<th>LPN</th>
<th>ADN</th>
<th>BSN / MSN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per PN Program</td>
<td>Per Academic Year</td>
<td>Per Academic Year</td>
</tr>
<tr>
<td>Sponsor's Share:</td>
<td>$1,000 / $500</td>
<td>$1,000 / $500</td>
<td>$1,000 / $500</td>
</tr>
<tr>
<td>State's Share:</td>
<td>$3,500 / $1,750</td>
<td>$4,000 / $2,000</td>
<td>$5,000 / $2,500</td>
</tr>
<tr>
<td>Total:</td>
<td>$4,500 / $1,750</td>
<td>$5,000 / $2,000</td>
<td>$6,000 / $2,500</td>
</tr>
</tbody>
</table>

Have you read a copy of the contract that you and the applicant will be asked to sign? Yes [ ] No [ ]

Is applicant related to anyone serving in a leadership capacity with your institution? Yes [ ] No [ ]

If yes, please explain:

Representative of Sponsoring Facility:

Name and Title (Please Print)

Signature

Mail: ☐ Application, ☐ School letter, ☐ Grades (GPA, ACT, GED), and ☐ 2012 Federal Income Tax Form:

Physician Manpower Training Commission
5500 North Western Avenue, Suite 201
Oklahoma City, Oklahoma 73118

Email: michelle.ceccl@pmtc.ok.gov
Website: www.pmtc.ok.gov
Phone: (405) 843-5667

Faxed or emailed applications are not accepted.
Only complete applications received by the deadline of June 28, 2013 will be considered.
Not all applicants will receive funding.

The Physician Manpower Training Commission, in compliance with Title VI of the Civil Rights Act of 1974 and Title IX of the Education Amendments of 1972 (Higher Education Act), does not discriminate on the basis of race, color, national origin or sex in any of its policies, practices, or procedures. This provision includes, but is not limited to, employment and financial services.
PHYSICIAN MANPOWER TRAINING COMMISSION
NURSING STUDENT ASSISTANCE PROGRAM
(Matching Scholarship Loan)

CONTRACT AND PROMISSORY NOTE

The Physician Manpower Training Commission, (hereinafter referred to as "Recipient"), and _______________ (hereinafter referred to as "Health Institution"), hereby enter into the following agreement:

1. DEFINITIONS

For the purposes of this Contract the following terms have the following meanings:

1.1 "Contract" means this Contract and Promissory Note.

1.2 "Commission" means the Physician Manpower Training Commission.

1.3 "Recipient" means _____________________________

Social Security No. ______________

1.4 "Full-time" means a minimum of forty (40) hours per week or the written policy of employer health institution as to the number of hours which constitutes full-time.

1.5 "Calendar year" means 365 days.

1.6 "To practice nursing" means to be employed full-time as a nurse licensed by the State of Oklahoma.

1.7 "Health Institution" _______________, in ____________ Oklahoma.

1.8 "Date of first disbursement of funds" shall be deemed to be the date of this Contract.

1.9 "Program" means the Nursing Student Assistance Program.

1.10 "Nursing degree" means an Associate Degree in Nursing, a Bachelor of Science Degree in Nursing, a Master of Science Degree in Nursing, or any degree, certificate or diploma received upon completion of a course of study pursued in anticipation of application for licensure as a Licensed Practical Nurse, which Recipient seeks and for which Recipient desires the financial assistance that may be provided pursuant to this Contract. "Nursing degree" does NOT include any Associate Degree in Nursing, Bachelor of Science degree in Nursing, or any other degree, certificate or diploma that Recipient may already hold.

2. AGREEMENT TO PRACTICE NURSING FOR ONE CALENDAR YEAR AT THE HEALTH INSTITUTION

2.1 Agreement to practice nursing for one calendar year. In consideration of the sum of $__________, receipt of which is hereby acknowledged, Recipient agrees and promises to practice nursing full-time for one calendar year at Health Institution. Fulfillment of obligation begins upon licensure or certification in level of nursing for which Recipient is being trained under the terms of this contract.

2.2 Begin practicing within 30 days. Recipient shall begin to practice nursing full-time at Health Institution within ninety (90) days after Recipient receives a nursing degree.

2.3 Fulfillment of obligations. If Recipient practices nursing full-time for one calendar year at Health Institution in full compliance with the terms and provisions of this Contract, then Recipient's obligations under this Contract shall be deemed fulfilled. Practicing nursing full-time for one calendar year at Health Institution, however, shall not fulfill any other obligation that Recipient may have under any other contract or agreement with the Commission.

2.4 This Contract in addition to other agreements. This agreement to practice nursing full-time for one calendar year is in addition to any other agreement that Recipient may have with the Commission to practice nursing. The intent of this Contract is that Recipient shall practice nursing full-time for one calendar year for each loan Recipient receives under the Program. For example, if Recipient receives two (2) loans under the Program, then Recipient shall be obligated to practice nursing full-time for two (2) years at Health Institution.

2.5 No Promise or Warranty by Health Institution of Availability of Position. Health Institution is under no liability, implied or otherwise, to provide a nursing position to Recipient upon Recipient's obtaining a nursing degree.
2.6 Employment Responsibilities Between Health Institution and Recipient.
(a) It is the intent of the parties that upon graduation, the Health Institution will offer, and the Recipient shall accept, a full-time nursing position at the level of nursing for which Recipient was trained under this Contract, and that the Recipient will begin working in that position within two (2) weeks of being notified of passing NCLEX. The beginning date of employment may be extended by a separate agreement in writing between all the parties to this Contract. In the event the Health Institution fails to extend an offer as provided herein, the Recipient shall be relieved of all obligations under this Contract to the Health Institution. In the event that the Recipient fails to accept employment as provided herein, Recipient shall be determined to be in default under this Contract.
(b) If an offer of employment as provided herein is not extended by the Health Institution to Recipient due to misconduct on the part of the Recipient, or a preexisting employment is terminated by the Health Institution due to misconduct on the part of the Recipient, then the Health Institution will be relieved from any further obligations under this Contract. For the purposes of this Contract, in the event of a dispute, the term "misconduct" shall be the same as that used by the Oklahoma Employment Security Commission and Board of Review under 40 O.S. §§ 2-405 and 2-406; a final determination of unemployment benefits shall be binding and dispositive.

2.7 Recipient's Liability to Fulfill Obligations. In the event that Health Institution is unable to provide a position to Recipient, as described in 2.5 above, Recipient agrees to select an alternate Health Institution, subject to approval by the Commission, at which Recipient will practice nursing full-time for one calendar year in order to satisfy Recipient's obligation(s) under the terms of the Contract. This obligation to practice nursing for one year may NOT be fulfilled by practicing in a physician's office, in a federally-funded program or facility, in private duty practice, as a summer camp nurse, or in research or industry.

2.8 Nurse Practitioner Recipient. A Recipient who becomes a nurse practitioner may carry out the service obligation by practicing full time as a nurse practitioner at any non-federal hospital, nursing home, state health facility, qualified rural health clinic, or non-federal hospital owned or leased rural physician clinic.

3. PROMISSORY NOTE

3.1 Promise to pay. If Recipient fails to practice nursing full-time for one calendar year at Health Institution, then Recipient agrees and promises to pay Commission the principal amount of $____, together with interest thereon at the rate of 12% per annum from and after the date of first disbursement of funds under this Contract, liquidated damages, costs, and attorney fees as provided elsewhere in this Contract.

3.2 Events constituting failure to practice nursing. Recipient shall be deemed to have failed to practice nursing full-time at Health Institution (1) if Recipient does not begin to practice nursing full-time at Health Institution within ninety (90) days after obtaining a nursing degree; or (2) if Recipient does not obtain a nursing degree within three (3) calendar years of the date of this Contract.

3.3 Payment in lump sum within ninety (90) days. Recipient shall repay the principal and accrued interest in lump sum within ninety (90) calendar days (1) after the date Recipient should have begun practicing nursing at Health Institution; (2) after Recipient ceases to practice nursing full-time at Health Institution; (3) after Recipient ceases to pursue a course of study leading to a nursing degree at an approved and accredited nursing school in the United States; or (4) after Recipient's default or breach of any term or provision of this Contract, whichever date is applicable in the circumstances. Provided, however, the Commission may, in its sole discretion, accept other repayment arrangements when the Commission deems necessary.

3.4 Credit. If Recipient fails to practice nursing full-time for one calendar year at Health Institution, the Commission may, in its sole discretion, give Recipient credit for the time, if any, that Recipient actually practiced nursing at Health Institution. In giving such credit, the Commission may reduce the principal, interest and liquidated damages that Recipient owes to the Commission in the proportion that the time Recipient actually practiced nursing bears to the time Recipient was obligated to practice nursing under this Contract.

3.5 Liquidated damages. If Recipient fails to comply fully with any term or provision of this Contract, Recipient shall pay to the Commission liquidated damages, which shall represent a reasonable estimate of the damage or loss of the state and health institution, in an amount calculated as follows: $P \times 0.98 = L$ where "P" is the outstanding principal owed under this contract at the time of breach, and "L" is the amount of liquidated damages. The Commission may, in its discretion and for good cause, waive all or part of the liquidated damages owed. The liquidated damages shall be in addition to any principal or interest that Recipient may owe to the Commission under the provisions of this Contract.

3.6 Collection costs, litigation costs and attorney fees. If the Commission turns this matter over to a collection agency or to an attorney in an attempt to recover monies disbursed under this Contract, or to enforce the Commission's rights under this Contract, Recipient agrees to pay to Commission its costs and reasonable attorney fees incurred in taking such action. The Commission may take judgment against Recipient for such costs and attorney fees.

3.7 Contract Venue
The venue for civil actions arising from this Contract shall be Oklahoma County, Oklahoma. For the purpose of Federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be United States District Court for the Western District of Oklahoma.

3.8 Payment to be applied to liquidated damages first. The Commission may apply any payment received under this Contract first toward payment of liquidated damages, then toward payment of interest, costs, attorney fees and principal, in that order. Provided, however, the commission may, in its sole discretion, apply any payment received hereunder as the Commission deems best.
3.9 Payment to be made at Commission's offices. Recipient shall make any payments required by this Contract to the Commission at the Commission's offices, 1140 N.W. 63rd Street, Suite 302, Oklahoma City, Oklahoma 73116, or at any other place that the Commission may direct.

3.10 Interest shall accrue during period that Recipient may practice nursing at Health Institution. Interest shall accrue on the principal during the time, if any, that Recipient may practice nursing at Health Institution.

4. DEFAULT AND ACCELERATION

4.1 Events constituting default. In its sole discretion, the Commission may deem Recipient to be in default if any of the following events occur:
(a) Recipient becomes insolvent;
(b) A petition in bankruptcy is filed by or against Recipient;
(c) An assignment for the benefit of Recipient's creditors is made;
(d) Recipient is found by the Commission to be permanently disabled;
(e) Recipient fails to practice nursing full-time at Health Institution or fails to perform any other obligation, promise or undertaking required by this Contract;
(f) Recipient breaches any term, provision or warranty contained in this Contract;
(g) Recipient ceases to pursue a full-time course of study leading to a nursing degree at an approved and accredited nursing school in the United States;
(h) Recipient fails to pass any one of the first two successive licensure examinations offered following completion of course work;
(i) The occurrence of any event which, in the Commission's opinion, jeopardizes or impairs Commission's rights under this Contract.

4.2 Acceleration upon default. In the event Recipient is in default, the principal, together with interest thereon and liquidated damages, shall become immediately due and payable without notice or demand at the Commission's option.

5. RECIPIENT'S WARRANTIES AND OTHER PROMISES

5.1 Warranty of residence status. Recipient warrants that Recipient is a bona fide resident of the State of Oklahoma and is a citizen of the United States. The term "resident" means a person who has been residing in the State of Oklahoma for at least twelve (12) months prior to applying for financial assistance under the Program with the intent to permanently reside in the State of Oklahoma. The term "resident" does not include a person who is residing in Oklahoma temporarily for the purpose of enrolling in an educational program or for application for financial assistance under the Program.

5.2 Warranty of correctness of application information. Recipient warrants that all the information furnished in Recipient's application for financial assistance is true and correct as of the date of this Contract.

5.3 Answer communications promptly. Recipient agrees to answer promptly all communications addressed to Recipient by the Commission and by the Health Institution.

5.4 Agreement to be governed by Commission's Rules. Recipient agrees to observe, abide by, and be governed by all applicable Rules and Regulations of the Commission including, but not necessarily limited to, the Commission's Rules governing the Nursing Student Assistance Program.

5.5 Current address and phone number. Recipient agrees to keep the Commission and the Health Institution informed of Recipient's current mailing and geographical addresses and phone number at all times.

5.6 Loan to be used only for necessities. Recipient agrees to use the monies disbursed under this Contract solely and exclusively for necessities. "Necessities" include payment of tuition, books, supplies, equipment, campus housing and food, uniforms, essential commuting transportation, required insurance, health expenses and other expenses necessary for attendance at nursing school. Recipient shall not use the Loan proceeds to pay any expense that is not a nursing school necessity nor to pay off any other indebtedness that Recipient may have.

6. CO-MAKER AND SURETY

6.1 Execution by Co-Maker and Surety. Under the following circumstances, this contract requires execution by a Co-maker and Surety.
(a) If Recipient is married, Recipient's spouse must execute this Contract as Co-maker and Surety.
(b) If Recipient is unmarried, and under the age of twenty-one (21), Recipient's parent must execute this Contract as Co-maker and Surety or if Recipient is unmarried, and under the age of twenty-three (23) and an emancipated minor, Recipient's parent must execute this Contract as Co-maker and Surety.
(c) If Recipient shows little or no income, the primary non-parenatal individual who provides financial support for the Recipient must execute this Contract as Co-maker and Surety.

6.2 Co-maker and Surety assumes payment obligations. By executing this Contract, Recipient's Co-maker and Surety assumes the obligation to repay the outstanding principal, interest, liquidated damages, costs and attorney fees in the event of Recipient's default or breach of the terms of this Contract.

6.3 Joint and several liability. Recipient and Recipient's Co-maker and Surety shall be jointly and severally liable to the Commission for any default or breach of the terms of this Contract.
6.4 **Warranties of Co-maker and Surety.** Recipient's Co-maker and Surety warrants that he/she has read this Contract in its entirety, understands its content and its legal significance. By executing this Contract, Recipient's Co-maker and Surety warrants that he/she approves of the terms of this Contract.

6.5 **Waiver of demand, etc.** Recipient and Recipient's Co-maker and Surety hereby waive presentaement, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Contract.

6.6 **Liability absolute and unconditional.** The liability of every maker or co-maker hereunder shall be absolute and unconditional without regard to the liability of any other party.

### 7. REPAYMENT OF LOAN FUNDS PROVIDED BY HEALTH INSTITUTION

7.1 **Purpose of Nursing Student Assistance Program.** Recipient understands that the purpose of the Nursing Student Assistance Program is to encourage persons to enter nursing education programs and to practice nursing in areas of the State of Oklahoma where there is an urgent need for nursing services or at institutions and agencies in this state which provide funds on a matching basis with the Commission for the support of nursing students.

7.2 **Source of loan funds.** Recipient understands that at least one-half (1/2) of the monies disbursed under this Contract was provided by the Health Institution and not over one-half (1/2) by the Commission. Further, Recipient acknowledges that Recipient's promise to practice nursing at Health Institution is also in consideration of the monies provided by Health Institution.

7.3 **Health Institution is third party beneficiary of the Contract.** It is the intent of this Contract that Health Institution is a third party beneficiary of this Contract with a right to sue Recipient to enforce Health Institution's rights hereunder and to recover from Recipient monies provided by Health Institution, together with interest thereon, liquidated damages, costs and attorney fees as provided in this Contract.

7.4 **Commission's determination as to areas where there is an urgent need for nursing services.** It shall be exclusively within the Commission's discretion to determine whether a particular area of the State of Oklahoma is an area where there is an urgent need for nursing services and the Commission's determination shall be final.

### 8. MISCELLANEOUS

8.1 **Entirety clause.** This Contract embodies the entire agreement between the parties and supersedes any and all agreements, contracts, understandings or representations, whether oral or written.

8.2 **Waiver of Commission's right must be in writing.** The Commission shall not by any act, omission, or otherwise, be deemed to have waived any of its rights or remedies hereunder unless such waiver be in writing and signed by the Chairman of the Commission, and then only to the extent set forth in such writing. A waiver on any one occasion shall not be construed as a bar to or waiver of any such rights or remedies on any further occasion.

8.3 **No promise or warranty of availability of future financial assistance.** The Commission makes no promise or warranty whatsoever that similar financial assistance will be offered or available during the remaining years of Recipient's nursing training. The availability of such financial assistance will depend upon Recipient's performance in nursing school; Recipient's financial status; whether the Oklahoma State legislature appropriates additional loan funds during subsequent legislative sessions; the amount of private gifts to the Nursing Student Assistance Loan Fund; the availability of any Federal funds; and any other factor that the Commission, in its sole discretion, may take into account in offering such financial assistance. Recipient agrees that Recipient's obligation to practice nursing full-time at the Health Institution for the required period of time, or to make repayment with interest in lieu thereof according to the terms of this Contract, shall not be diminished in any way if subsequent financial assistance is not forthcoming.

8.4 **Commission authorized to fill in blanks.** The Commission is hereby authorized, without further notice, to fill in any blank spaces in this Contract.

8.5 **Adequate consideration.** Recipient warrants and represents that Recipient has received fair and reasonable consideration in return for the promises, agreements, payments, and other obligations set forth in this Contract.

8.6 **Contract not transferable or assignable.** This Contract, including the rights, duties, and obligations hereunder, is not transferable nor assignable without the express written permission of the Commission.

8.7 **Governing law.** The validity, construction and enforcement of this Contract shall be governed by the laws of the State of Oklahoma.

8.8 **Amendment and modification.** Neither this Contract nor any of the provisions contained herein may be modified or amended except by a subsequent agreement in writing signed by all parties. No amendment or modification of this Contract shall be effective unless executed in writing by the parties hereto.

**SIGNATURE PAGE DELETED**