Bachelor's Awardees Version

PRIZE AGREEMENT AND SERVICE CONTRACT

NYS HEALTHCARE WORKERS FOR OUR FUTURE SCHOLARSHIP

A. AFFIDAVIT OF ELIGIBILITY

Eligibility. I represent that I am eligible to receive the Prize awarded to me in the New York State Healthcare Workers for Our Future' Scholarship Contest ("Contest"). Without limiting the foregoing, I represent that I satisfy all eligibility requirements (e.g., as to my place of residence and lack of affiliation with the NYS Higher Education Services Corporation ["HESC"], the NYS Department of Health ["DOH"], the NYS Office of Information Technology Services ["ITS"] or the NYS Executive Chamber) as set forth in the Official Rules located at **ny.gov/healthcareworkers**, which I acknowledge having read and understood, and any other requirements imposed by rule or law. I further acknowledge and agree that I have complied and/or will comply with all of the terms of the Official Rules.

B. MY OBLIGATIONS AS A NYS HEALTHCARE WORKERS FOR OUR FUTURE SCHOLARSHIP PROGRAM AWARD RECIPIENT

1. I understand and agree as follows:

   (i) I must meet the academic qualifications of the school in which I enroll ("School") in order to receive the NYS "Healthcare Workers For Our Future" Scholarship Award ("Award");

   (ii) multiple payments may be made to me under this Prize Agreement and Service Contract, and this Prize Agreement and Service Contract shall apply to the cost of attendance charged by my School for up to four full-time semesters while pursuing my Bachelor's Degree ("Bachelor's");

   (iii) my payments will be based on my cost of attendance at School during each term I am enrolled in a program leading to a Bachelor's, including tuition, fees, room and board, and other expenses;

   (iv) the total amount of my payments for each term shall not exceed the average cost of attendance at a state-operated State University of New York ("SUNY") school or my actual cost of attendance for that term, whichever is less;

   (v) I will no longer be eligible for award payments once I receive my Bachelor's; and

   (vi) my Award will be pro-rated if I am enrolled at my School less than full-time.

2. To receive Award payments, I agree to fully comply with the Official Rules of the Contest and all associated rules and procedures, as they are now in effect and as they may be amended in the future.

3. I understand that to be eligible for the Award, I must, among other eligibility requirements:

   (i) have resided in New York State on the date I entered the Contest;

   (ii) have earned an associate degree in an Approved Field of Study by June 30, 2024 OR have at least 60 credits in an Approved Field of Study by June 30, 2024;

   (iii) continue residing in, and, if employed, working in New York State for the duration of my enrollment in a Bachelor's program;

   (iv) enroll full-time or part-time in an accredited program leading to a Bachelor's in an approved field of study at a New York State college or university no later than the fall 2026 term;

   (v) agree to continue residing in New York State and to work as a healthcare professional in an approved field in a federally-designated Health Professional Shortage Area in New York State ("NYS HPSA") for two years after graduation; and

   (vi) provide all required supplemental documentation to HESC and/or my School to determine eligibility for payment of the Award.

4. I understand that notwithstanding the fulfillment of all eligibility requirements set forth in this Prize Agreement and Service Contract and the Official Rules, if I am in default on a student loan made under any statutory New York State or federal education loan program, I shall not be eligible to receive any payment for the Award until I cure the default status pursuant to applicable law and regulation. After curing a default status, I will regain eligibility for future payments but will not be entitled to retroactive payments.

5. I understand that notwithstanding the fulfillment of all eligibility requirements set forth in this Prize Agreement and Service Contract and the Official Rules, if I have failed to fulfill a professional service requirement of any prior award made pursuant to Article 14 of the Education Law, or if I have failed to repay an overpayment of any such award, I shall not be eligible to receive any payment for the Award.

C. ENROLLMENT

1. I agree to enroll in a Bachelor's program in an approved field of study and begin study at my School no later than fall 2026.

2. I agree that I will complete my Bachelor's in an approved field of study within 5 years of initial enrollment in a Bachelor's program if attending part-time and within 3 years if attending full-time or I will forfeit the remainder of my Award.

D. APPROVED FIELDS OF STUDY

1. I agree to matriculate in a Bachelor's program in one of the following fields:

(i) Nursing;
(ii) Respiratory Care;
(iii) Medical Laboratory Technology; or
(iv) Radiologic Technology.

E. SERVICE OBLIGATION

1. I agree to fulfill the required "Service Obligation" by completing two years of employment as a healthcare professional in a NYS HPSA, beginning no later than 12 months after my graduation from a Bachelor's program.
2. I agree that "employment" for the purposes of satisfying my Service Obligation shall mean continuous employment for at least 35 hours per week as a healthcare professional in a NYS HPSA, beginning after completion of my Bachelor's program.
3. I agree that I will be allowed a grace period of up to 12 months after completion of my Bachelor's program in which to obtain employment as a healthcare professional in a NYS HPSA.
4. I agree that any period of employment as a healthcare professional in a NYS HPSA while I am enrolled in a Bachelor's program will not be credited toward my post-graduate Service Obligation.
5. I agree to notify HESC immediately if I am terminated from or otherwise discontinue employment as a healthcare professional in a NYS HPSA.
6. If I take a temporary Leave of Absence from my employment in a NYS HPSA due to circumstances such as parental leave, death of a family member, or military duty, my award will not convert to a zero-interest loan.
7. Any such Leave of Absence as described in Part E.6 of this Service Contract will not be considered part of my Service Obligation; instead credit towards my Service Obligation will recommence when I return to my employment in a NYS HPSA.

F. LOAN REPAYMENT

1. I understand and agree that if I fail to comply with the terms of the Contest specified in this Prize Agreement and Service Contract, the full amount of my Award will be converted to a ten-year zero-interest student loan (Loan) on the date I violate the terms of this Service Contract. I understand and agree that I must repay such Loan.
2. LOAN AMOUNT: I understand and agree that my Loan amount will be equal to the sum of all the Award payments made on my behalf.
3. I understand and agree that my Award will be converted to a Loan and I will be placed into repayment pursuant to this Prize Agreement and Service Contract if I withdraw or am dismissed from my Bachelor's program or do not complete the program within five years of enrollment.
4. I understand and agree that my Award will be converted to a Loan and I will be placed into repayment pursuant to this Prize Agreement and Service Contract if I fail to fulfill my Service Obligation.
5. I understand and agree that my Award will be converted to a Loan and I will be placed into repayment pursuant to this Prize Agreement and Service Contract if HESC determines that I am no longer able or willing to perform the terms of this Service Contract as described in this Part.
6. I understand and agree that I will be placed into repayment pursuant to this Service Contract if I fail to provide any report, documentation, or information to HESC or my School regarding my academic progress and/or fulfillment of my Service Obligation within the time prescribed by HESC or my School.
7. PROMISSORY NOTE: I promise to repay the Loan amount described in Part F.2.
8. PAYMENT: I understand and agree that HESC will notify me, at my last known mailing address or email address or via text message, of the due date of the first payment of my Loan, and of each subsequent payment, along with the amount of each payment. Payment shall be made to HESC via mail or other method as prescribed by HESC. HESC will apply each payment first to any applicable fees, then to principal until the balance I owe is paid in full.
9. DEFAULT: I understand and agree that if I fail to make payments for 100 days or more on my Loan when due, in accordance with the notice sent to me by HESC under this Service Contract and/or the Promissory Note, the remaining balance on my Loan shall become immediately due and owing, and the State of New York will actively pursue me to collect the debt. This may include, but not be limited to, referral of my account to the New York State Office of the Attorney General.

G. CANCELLATION, WAIVER OR SUSPENSION OF OBLIGATION

1. If my Award is converted to a Loan due to my failure to satisfy my Service Obligation, HESC may, in its discretion, waive a portion of the repayment of the Award that is commensurate with service completed.
2. Upon receipt of acceptable supporting documentation demonstrating good cause, HESC may, in its discretion, postpone the conversion of my Award payments to a Loan, temporarily suspend repayment of the amount owed, discharge the amount owed, or take other appropriate action. Documentation demonstrating good cause must be submitted to HESC via mail or other method as prescribed by HESC.

3. In the event of my death, HESC will cancel any remaining service or repayment obligation. To receive cancellation in the event of my death, an original or certified copy of the death certificate or other acceptable documentation must be submitted to HESC via mail or other method as prescribed by HESC.

H. REPORTING REQUIREMENTS

1. I agree to report to HESC or its agent information regarding fulfillment of my Service Obligation in the manner prescribed by HESC. I will be required to provide personal information to HESC, such as my email address, telephone number and date of birth. I understand that my failure to timely provide any requested information or documentation may result in the suspension or revocation of my Award or delay of payment(s) on my behalf.
2. I will immediately contact HESC or its agent via mail, email, or telephone to provide current information when there is any change in my personal information, such as name, telephone number, email address, employment status, and/or attendance at an institution of postsecondary education.
3. If I withdraw or am dismissed from my degree program, I agree to contact HESC or its agent in the manner prescribed by HESC to provide information in order to facilitate conversion of my Award to a Loan as described in Part F.
4. Upon completion of my degree program, I agree to contact HESC or its agent in the manner prescribed by HESC to provide information regarding completion of my degree program and planned fulfillment of my Service Obligation.
5. I agree to immediately contact HESC or its agent via mail, email, or telephone if I have not received a form or other request from HESC seeking to evaluate the performance of my Service Obligation in the twelve (12) months following the completion of my Bachelor's.
6. I allow and authorize HESC to share my personal and account information, whether received from me or obtained through other parties or sources, with its agents, business partners, contractors, other agencies, colleges, lenders, servicers, employers, and any other institutions or individuals necessary for the purpose of administering the Contest, servicing my Award, or collecting my Award.
7. I consent to HESC communicating with me in connection with the Contest using any phone number, email address, or other means of communication that I provide to HESC or that HESC obtains from any other source, regardless of whether I incur a cost in connection with that method of communication.

I. OTHER PROVISIONS

1. JURISDICTION: I irrevocably:

   (i) consent to the exclusive jurisdiction of the United States District Court for the Northern District of New York, or in the event that such court lacks jurisdiction, the Supreme Court of the State of New York for the County of Albany, for any proceedings which may arise out of or relate to this Prize Agreement and Service Contract (a "Proceeding");

   (ii) waive any objection to the convenience of any such court; and

   (iii) waive any right to bring any proceeding in any other court or forum.
2. SEVERABILITY: The provisions of this Service Contract shall be construed to be independent and severable and if any provision of this Service Contract is found to be invalid or otherwise unenforceable, such provision will be severed and the remaining provision(s) of this Service Contract will remain in full force and effect.
3. GOVERNING LAW: This Service Contract and any amendments hereto shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the state of New York, without giving effect to its choice of law principles.

J. PRIVACY POLICY NOTICE

1. Protecting the privacy of your personal information is important to HESC. HESC respects your right to privacy and recognizes its obligation to keep information about you secure and confidential in compliance with State and federal laws; therefore, HESC maintains physical, electronic and procedural safeguards in compliance with federal and State laws and regulations to safeguard your personal information.
2. For purposes of this Prize Agreement and Service Contract, the term "personal information" shall mean any information concerning you, which, because of name, number, symbol, mark or other identifier, can be used to identify you.
3. HESC collects personal information in accordance with the provisions of Articles 13 and 14 of the New York State Education Law and applicable regulations. Sources of such information include, but are not limited to, your postsecondary institution(s).
4. HESC does not disclose any personal information about you to anyone except as permitted by law.
5. HESC restricts access to your personal information to those HESC employees, employees of other agencies, your postsecondary institution(s), contractors and agents, and any other entities or individuals who need to know this information for the administration, service and/or collection of your Award.
6. HESC and New York State's postsecondary public institutions will administer the Awards and maintain record systems that will include your personal information. HESC's records are maintained at its Office of Grant and Scholarship Programs located at 99 Washington Avenue, Albany, New York 12255. For HESC, you may access and review such information by filing a

Personal Privacy Protection Law (PPPL) request with HESC's PPPL Compliance Officer at www.hesc.ny.gov/pppl-request, or as otherwise directed by HESC. For access to your personal information at your chosen postsecondary public institution, please contact the appropriate administrative office at your chosen School.

7. HESC shall, within 5 business days of the date of the receipt of a proper request to access and review your personal information: (i) provide access to the personal information; (ii) deny access in writing, explaining the reasons therefore; or (iii) acknowledge the receipt of the request in writing, stating the approximate date when the request will be granted or denied, which date shall not be more than 30 days from the date of the acknowledgment.

Please provide the following information:

Name of Recipient: _____

Date of Birth: _____

Name of College: _____
(if known)

Award Recipient: By my signature below, I (a) agree to the terms of this Service Contract; (b) certify under penalty of perjury that the representations I have made are true; and (c) certify that I have read this Service Contract and that I fully understand my rights and obligations under this Service Contract.

_____ _____

Signature of Award Recipient Date