

MITCHELL COUNTY HOSPITAL HEALTH SYSTEMS SCHOLARSHIP AGREEMENT

THIS AGREEMENT entered into this _____ day of _____,
by and between Mitchell County Hospital Health Systems, and _____
(Student name)

WHEREAS, Student desires to enroll in an accredited program to pursue a course in _____
_____, and
(name of profession)

WHEREAS, the Student desires to secure the sponsorship of Mitchell County Hospital Health
Systems to attend _____,
(name of school)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby
mutually acknowledged, it is agreed;

1) Mitchell County Hospital Health Systems Support:

- A Mitchell County Hospital Health Systems will provide financial support for the Student to attend the _____ (Program) by providing a _____ (name of program) scholarship / loan forgiveness in the amount recommended by the respective department manager and approved by the Administrator of the Sponsor.

2) Student Obligation:

- A Student does hereby agree to enroll in and diligently pursue a course of instruction leading to a _____ at _____. And,
(name of degree, certification, etc.) (name of school)
- B Upon completion of program, Student will promptly apply for and successfully complete any required examination for licensure and/or certification required by the profession and the State of Kansas within 6 months after graduation. And,
- C Upon licensure/certification, if Mitchell County Hospital Health Systems determines the Student is so qualified, and a position is available, Student will enter into the employment of the Sponsor and serve as a full time employee as a _____
(name of profession)
for a period of _____ years.

3) Repayment.

- A In the event the Student fails to satisfy the obligation imposed under the provisions of this Agreement **unless** Mitchell County Hospital determines, **and provides written notice**, that a position is not available at the time of graduation, the Student shall pay all amounts **advanced as a scholarship** and specifically will pay **immediately** an amount equal to the amount of money received by the Student or for the benefit of the Student under the program, invested by Mitchell County Hospital Health Systems, plus interest at the rate of fifteen percent (15%) per annum **until paid**. Mitchell County Hospital Health Systems, **in its broad discretion, may allow payment in installments.**

4) Delay in Obligation Performance.

- A The obligation imposed upon the Student under the terms of this Agreement may be postponed:

- i) During any required period of active military service;
- ii) During any period of temporary medical disability during which the person is unable because of such medical disability to practice.
- iii) During any period of time a person obligated is enrolled and actively engaged on a full time basis in a course of study leading to a degree which is higher than that attained formerly by the Student and approved by Mitchell County Hospital Health Systems.

Provided, however, that except with respect to a temporary physical disability, the postponement of the performance of the obligations required of this Agreement may not be extended for a period of more than five (5) years from the time the service obligation was to commence under the provisions of this Agreement. Provided further that no postponement in the service obligation shall be effective unless the postponement is applied for in writing by the Student and approved in writing by Mitchell County Hospital Health Systems.

5) Termination of Obligation.

- A The service obligation of the Student to Mitchell County Hospital Health Systems under this Agreement may be terminated under the following circumstances:
 - i) Completion of the service obligation.
 - ii) The Student dies.
 - iii) Permanent physical disability of the Student renders the Student unable to satisfy the obligation.
 - iv) A position with Mitchell County Hospital Health Systems was not available at the time of graduation.

6) Notices

- A All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or by registered certified mail, postage prepaid, as follows:

SPONSOR:

Mitchell County Hospital Health Systems
P.O. Box 399
Beloit, KS 67420

STUDENT:

7) Waiver of Breach.

- A The waiver by either party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach by either party.

8) Invalid Provision.

- A The invalidity or unenforceability of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach by either party.

9) Law to Control.

- A This Agreement shall be governed by the laws of the State of Kansas.

10) Binding Effect.

- A This Agreement shall be to the benefit of and be binding upon the parties hereto, their successors, heirs and personal representatives.

11) Paragraph Headings.

- A The paragraph headings contained in this Agreement are for convenience only, and shall not be considered in construing or in interpreting any of the provisions hereof.

IN WITNESS WHEREOF, Mitchell County Hospital Health Systems has caused this Agreement to be executed by its duly authorized officers and Student has executed this Agreement as of the day and year first above written.

MITCHELL COUNTY HOSPITAL HEALTH SYSTEMS

STUDENT

I hereby recommend the above mentioned student for a scholarship in the amount of \$_____.

Director of Nursing

CEO