WITC Marshfield DHS Grant Tuition Assistance Agreement

This Agreement is made this	day of	20	_, by and b	etween Marshfi	ield
Clinic Health System, Inc., a Wiscon	nsin nonstock, non-p	rofit cor	poration, he	ereinafter referre	d to
as "Marshfield," and	_, hereinafter referre	ed to as "	'Student."		

PART I – RECITALS

- 1.01 Marshfield is the owner and operator of a medical facility located in Marshfield, Wisconsin, and is engaged in the business of providing medical services and is interested in sponsoring in part the professional education of Student through the grant that Marshfield procured through the Department of Health and Human Services to provide tuition assistance to those students who successfully enroll in the Allied Health Professional Training and Education Program.
- 1.02 Student is currently enrolled in the Allied Health Professional Training and Education Program at Wisconsin Indianhead Technical College, which will qualify him/her for the occupation as a Medical Assistant upon successful completion.
- 1.03 The parties to this Acknowledgement desire to enter into this Acknowledgement in order to provide a statement of their respective understanding during the term of this Acknowledgement.

PART II – SPONSORSHIP

2.01 <u>Sponsorship.</u> Student has voluntarily applied to and been accepted into the following educational program at the Wisconsin Indianhead Technical College, Wisconsin ("Wisconsin Indianhead"): Allied Health Professional Training & Education Program ("Program"). As part of the DHS Grant Program Marshfield has agreed, to work with Student to find employment as a Medical Assistant at Marshfield. In exchange for the DHS Grant Program's financial assistance, the Student agrees to reimburse Marshfield through work (by remaining employed with Marshfield for a period of one year after completing training in the Medical Assistant Program).

PART III - COMPENSATION

3.01 <u>No Compensation During Training</u>. The Program conducted hereunder shall be conducted without the payment of any monetary consideration by Student or Marshfield to the other or by or to any Student participating in the Program unless or until start of employment with Marshfield after successfully completing all educational requirements of the Program.

PART IV – GENERAL PROVISION

4.01 <u>Term.</u> This Acknowledgement will terminate upon successful completion of the Program by Student and the subsequent year of employment with Marshfield.

- Assignment. The Student may not assign any of his/her rights or delegate any of her duties or obligations under this Acknowledgement. The rights and obligations of the Marshfield under this Acknowledgement shall inure to the benefit of and shall be binding upon the successors and assigns of the Marshfield.
- 4.03 Exclusion From Federal Health Care Programs. Student hereby represents and warrants that he/she is not and at no time has been excluded from participation in any federally funded health care programs, including Medicare and Medicaid. Student hereby agrees to immediately notify Marshfield if he/she is threatened with exclusion or becomes excluded from any federally funded health care programs, including Medicare and Medicaid. In the event that student is excluded from participation in any federally funded health care program during the term of this Acknowledgement, or if at any time after the effective date of this Acknowledgement.
- 4.04 No Guarantee of Employment. Nothing in this Acknowledgement constitutes a commitment or guarantee on the part of Marshfield to provide employment to Student for any specific period of time or duration, if Student does not meet all program requirements, does not adhere to all Marshfield Policies and Employee Requirements, or does not meet standards for employment at Marshfield's sole discretion for any reason.
- 4.05 No Waiver. The waiver or failure of either party to exercise, in any respect, any right provided in this Acknowledgement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
- Governing Law. This Acknowledgement shall be governed by the laws of the State 4.06 of Wisconsin.
- Severability. If any term of this Acknowledgement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Acknowledgement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- Assigns. Marshfield may assign any right or interest arising under this Acknowledgement to any third party. Student may not assign this Acknowledgement to another party.

IN WITNESS WHEREOF, the parties have executed this Acknowledgement the day and year first written above.

Marshfield Clinic Health System, Inc.	Student		
Printed Name: Title:	Printed Name:		
Date:	Date:		