EMS/MIH-CP Rural Health Transformation Program

Workforce Development - Training Program Memorandum of Agreement

This Memorandum of Agreement outlines the terms and conditions of accepting this funding offer. Please read the terms and conditions carefully. Your organization can expect to receive funding after receipt of this signed agreement.

This Memorandum of Agreement (“Agreement”) in entered into by and between Missouri EMS Association (Administrator) and _____ Contractor”).

WHEREAS, Administrator desires the services of a qualified contractor to provide services more specifically described herein; and

WHEREAS, Contractor represents to Administrator that Contractor is qualified to provide such services and is willing to do so under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual duties and responsibilities herein, the parties agree as follows:

1. Scope of Services and Timing of Performance. Administrator hereby retains Contractor and Contractor hereby agrees to perform duties and responsibilities set forth on Attachment A, attached hereto, and incorporated herein by reference, including all the materials and documents of any kind produced in whatever format as part and result of the services set forth on Attachment A (hereinafter the “Services”). Unless the timing of the performance of the Services is specified on Attachment A, Contractor will cooperate with Administrator regarding the timing of the performance of the Services. Contractor shall maintain records for the performance of Services under this Agreement, which shall be made available to Administrator at such times as Administrator may request.

2. Term. The Services shall begin on _____ and shall be completed by July 31, 2027 (the “Term”). Funds for future years are contingent upon allocation of funds from the Missouri Department of Health and Senior Services to the Administrator and the Contractor’s progress toward meeting reporting requirements. Should additional funds be identified, this contract will be amended to extend the dates of service and payment terms accordingly.

3. Compensation for Services and Reporting. As compensation for performance of

Contractor's Services, Administrator will pay Contractor a sum not to exceed _____ (inclusive of services and expenses) upon signing of this agreement, committing to completion of activities and services as stated in Attachment A. Check the appropriate box(es) below to indicate which course(s) will be administered using Rural Health Transformation Program scholarship funding.

4. Performance Warranty. Contractor warrants that Contractor has the background, experience, expertise, and qualifications to undertake and to carry out the Services.

Contractor warrants and represents that during the term of the Agreement, the Services provided hereunder will be performed in a professional manner consistent with generally accepted industry standards reasonably applicable to the provision of the Services.

5. Insurance. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri. Certificates of insurance demonstrating Contractor's insurance coverage shall be furnished to Administrator upon request.

6. Remedies for Unsatisfactory Services. In the event Contractor fails to provide the Services consistent with the warranties and representations set forth above, Administrator at its option, may: (a) require Contractor to re-perform the unsatisfactory Services at no cost to Administrator; (b) refuse to pay Contractor for services, unless and until services are corrected and performed satisfactorily; (c) require Contractor to reimburse Administrator for all amounts paid for such unsatisfactory services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to Administrator shall be deemed to be mutual and severable and not exclusive.

7. Termination. Administrator may terminate this Agreement at any time with cause, including loss of state or federal appropriated funding, giving 30 days' prior written notice to the Contractor of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination; as long as all such performed Services are approved by Administrator in a separate writing and in advance of their performance.

In the event of a breach of this Agreement by either Contractor or Administrator, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 20 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

The foregoing options and remedies available to Administrator shall not be deemed exclusive of any other remedy available to Administrator herein or at law or equity.

8. Indemnity. Contractor agrees to indemnify and hold harmless Administrator and

Administrator's directors, officers, employees, servants, agents successors and assigns from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against Administrator or any directors, officers, employees, servants or agents or successors or assigns of Administrator on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

Contractor shall indemnify and hold harmless Administrator and Administrator's directors, officers, employees, servants, agents, successors and assigns from and against any and all loss, damage, liability, and expenses (including reasonable attorneys' fees and court costs) arising from any claim brought against any such indemnified party alleging that the Services infringe upon any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party.

9. Independent Contractor. It is expressly acknowledged by the parties that Contractor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Administrator to exercise control over the manner or method by which Contractor performs the Services; provided always that the Services to be provided by Contractor shall be rendered in a manner consistent with state and federal laws and regulations.

Administrator will not withhold from payments to be made to Contractor any sum for state or federal income tax, unemployment insurance, Social Security or any other withholding taxes or obligations pursuant to any laws or requirements of any governmental body.

In the event any taxing or withholding agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Administrator and Contractor shall have the right to participate in any discussions or negotiations occurring with the taxing or withholding agency notwithstanding by whom said discussions or negotiations are initiated. Contractor shall indemnify and hold Administrator harmless from and against any losses, liabilities, taxes, penalties, recoupments, expenses (including reasonable attorneys' fees), and fines that may arise or result from the non-payment of withholdings and benefits.

10. Contractor Representations. Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual

orientation, age, religion, veteran status, disability, parental status or marital status.

11. No Assignment. This Agreement may not be assigned by either party to any person, corporation, partnership, or other entity without express written approval of the other party.

12. Severability. If any term, provision, covenant, condition, or portion of this Agreement is held invalid or unenforceable for any reason, the remaining terms, provisions, covenants, conditions, or portions of this Agreement shall remain in effect. The parties further agree that in the event such invalid or unenforceable portion is an essential part of this Agreement, the parties will immediately negotiate a replacement.

13. Paragraph Headings. The paragraph headings of this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

14. Applicable Law. This Agreement shall be deemed to have been entered into under the laws of the State of Missouri and the rights and obligations of the parties hereunder shall be governed according to the laws of said state. Any lawsuit, action or proceeding resulting from, or related to this Agreement, shall be commenced in a court of competent jurisdiction located in Missouri.

15. Conflicting Terms. Terms or conditions presented in an invoice or any other document submitted by either party, which conflict with the terms and conditions of this Agreement, shall have no effect on either party.

16. Nondiscrimination. Contractor affirms that Contractor will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity, or veteran status either in its employment practices or in its policies and procedures concerning access to services.

17. Entire Agreement. This Agreement and all Attachments constitute the entire Agreement between the parties regarding the Services and supersede all previous related understandings or written or oral agreements between the parties.

18. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by an authorized representative of both Administrator and Contractor.

19. Binding effect. This Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.

21. Licenses and permits. Contractor shall obtain at Contractor’s expense all licenses and permits necessary to perform the Services.

22. Prohibited Use of Funds. Funds may not be used to support or be referenced as sponsorship of any advocacy activities, including but not limited to lobbying, electioneering, voter registration, attempts to influence legislation. Any public

communications, materials, or acknowledgments related to this funding must not indicate or imply that MEMSA is sponsoring or endorsing advocacy efforts.

23. Organizational Changes. Contractor must notify Administrator in writing within ten (10) business days of any of the following:

Change in senior leadership;

Merger, acquisition, dissolution, bankruptcy filing, or material restructuring;

Any governmental investigation, legal action, or regulatory proceeding involving the organization; or

Any financial distress that materially impairs Contractor's ability to carry out the funded program.

Administrator reserves the right to suspend or terminate remaining disbursements pending its review of any reported organizational change.

24. Effective Date. This Agreement will become effective when signed by both parties. The date this Agreement is signed by the last party to sign it (as indicated by the date stated below that party's signature) will be deemed the date of this Agreement.

EMS/MIH-CP Rural Health Transformation Program

Attachment A

Grant Purpose

Grant funds are approved solely for the following purpose: To build a scalable, rural-first workforce ecosystem that:

Produces locally trained healthcare professionals
Aligns education with real-world rural workforce needs
Stabilizes EMS and MIH-CP staffing across all regions
Supports long-term retention through incentives and service pathways

Scope of Work

Programs must:
Meet accreditation standards
Align with state EMS education requirements
Demonstrate workforce placement capability
Contractor must document and report on services that follow federal standard reporting requirements.

>70% successful course completion rate (CoAEMSP standard).
Meet or exceed NREMT standards for national certification exam pass rates. https://nremt.org/maps
>70% licensure rate (CoAEMSP standard).
>70% job placement rate (CoAEMSP standard).
Track licensure via different regulatory authorities (BPL for CHW; NREMT for EMT; BEMS for EMT).
Track job placement of those who completed the course and were successfully certified or licensed.
Contractor shall remove barriers to participation by providing full-spectrum support to students, with a special focus on rural students, non-traditional learners, and incumbent workforce upskilling, including:

Tuition coverage
Books and supplies
Curriculum delivery
Certification and licensing fees

Contractor will ensure students receive work placements in high-need rural geographic regions to reduce EMS service gaps and expand MIH-CP programs.

Contractor will work with ToRCH Care Hubs to ensure training programs are maximized to meet needs.

Reporting Requirements

The Grantee shall submit the following required reports immediately following the end of each semester for which funding was awarded:

1. Course completion rates per course offered
2. National certification exam pass rates per course offered
3. Licensure rates per course requiring licensure
4. Job placement rate per course offered
5. A financial report accounting for all grant funds expended during the reporting period, including a comparison to the approved budget. Each report shall be due no later than 180 days following the end of each semester or course period.

EMS/MIH-CP Rural Health Transformation Program

Training Program Application

1. **Section 1: Contact Information**

Organization or Educational Institution Name

2. Address

Street address

Street address line 2

City

State

Zip code

3. Training Program Contact

4. Training Program Contact Title

5. Training Program Contact Email Address

6. Training Program Phone Number

Country code

Phone number +1

7. Financial Contact Name

8. Financial Contact Phone Number

9. Financial Contact Email Address

10. **Section 2: Statement of Need**

Provide a brief description of the EMS workforce challenges in your service area.

11. Please indicate which counties your program serves (check all that apply)

- [ ] Adair
- [ ] Andrew
- [ ] Atchison
- [ ] Audrain
- [ ] Barry
- [ ] Barton
- [ ] Bates
- [ ] Benton
- [ ] Bollinger
- [ ] Buchanan
- [ ] Butler
- [ ] Caldwell
- [ ] Callaway
- [ ] Camden
- [ ] Cape Girardeau
- [ ] Carroll
- [ ] Carter
- [ ] Cedar
- [ ] Chariton
- [ ] Christian
- [ ] Clark
- [ ] Clinton
- [ ] Cooper
- [ ] Crawford
- [ ] Dade
- [ ] Dallas
- [ ] Daviess
- [ ] DeKalb
- [ ] Dent
- [ ] Douglas
- [ ] Dunklin
- [ ] Franklin
- [ ] Gasconade
- [ ] Gentry
- [ ] Grundy
- [ ] Harrison
- [ ] Henry
- [ ] Hickory
- [ ] Holt
- [ ] Howard
- [ ] Howell
- [ ] Iron
- [ ] Jasper
- [ ] Johnson
- [ ] Knox
- [ ] Laclede
- [ ] Lafayette
- [ ] Lawrence
- [ ] Lewis
- [ ] Lincoln
- [ ] Linn
- [ ] Livingston
- [ ] Macon
- [ ] Madison
- [ ] Maries
- [ ] Marion
- [ ] McDonald
- [ ] Mercer
- [ ] Miller
- [ ] Mississippi
- [ ] Moniteau
- [ ] Monroe
- [ ] Montgomery
- [ ] Morgan
- [ ] New Madrid
- [ ] Newton
- [ ] Nodaway
- [ ] Oregon
- [ ] Osage
- [ ] Ozark
- [ ] Pemiscot
- [ ] Perry
- [ ] Pettis
- [ ] Phelps
- [ ] Pike
- [ ] Polk
- [ ] Pulaski
- [ ] Putnam
- [ ] Ralls
- [ ] Randolph
- [ ] Ray
- [ ] Reynolds
- [ ] Ripley
- [ ] St. Clair
- [ ] Ste. Genevieve
- [ ] St. Francois
- [ ] Saline
- [ ] Schuyler
- [ ] Scotland
- [ ] Scott
- [ ] Shannon
- [ ] Shelby
- [ ] Stoddard
- [ ] Stone
- [ ] Sullivan
- [ ] Taney
- [ ] Texas
- [ ] Vernon
- [ ] Warren
- [ ] Washington
- [ ] Wayne
- [ ] Webster
- [ ] Worth
- [ ] Wright

12. **Section 3: Program Description & Methodology**

Programs/Courses Offered (check all that apply)

- [ ] Community Health Worker (CHW)
- [ ] Emergency Medical Technician (EMT)
- [ ] Advanced Emergency Medical Technician (A-EMT)
- [ ] Paramedic
- [ ] Community Paramedic

For question #13, please refer to the table below and provide detailed information in the boxes that follow.

13.

Course/Program	# of Students	In-District Tuition Cost	Out of District Cost	Course Length (specify weeks or months)	Course Term (start date through anticipated completion date)
CHW		N/A	N/A		
EMT		N/A	N/A		
A-EMT					
Paramedic					
Community Paramedic					

Number of CHW students to be enrolled?	
Number of EMT students to be enrolled?	
Number of A-EMT students to be enrolled?	
Number of Paramedic students to be enrolled?	
Number of Community Paramedic students to be enrolled?	
In-District Tuition Cost for A-EMT?	
In-District Tuition Cost for Paramedic?	
In-District Tuition Cost for Community Paramedic?	
Out of District Tuition Cost for A-EMT?	
Out of District Tuition Cost for Paramedic?	
Out of District Tuition Cost for Community Paramedic?	
CHW Course Length (specify weeks or months)	
EMT Course Length (specify weeks or months)	
A-EMT Course Length (specify weeks or months)	
Paramedic Course Length (specify weeks or months)	
Community Paramedic Course Length (specify weeks or months)	
CHW Course Term (Start date through anticipated completion date)	
EMT Course Term (Start date through anticipated completion date)	
A-EMT Course Term (Start date through anticipated completion date)	
Paramedic Course Term (Start date through anticipated completion date)	
Community Paramedic Course Term (Start date through anticipated completion date)	

14. Please provide the total amount based on the figures listed in question #13.

The contractor must submit an invoice(s) with appropriate supporting documentation and provide a list of activities for the invoice period.

Contractor must submit invoice(s) to:

Missouri EMS Association
ATTN: RHT Workforce Development
2412 Hyde Park Rd
Jefferson City, MO 65109

RHTP Contact Information:

Email: rhtp@memsa.org
Phone: (573) 370-1702

15. Describe how your training program will document work placement and employment retention.

16. Training Program Validation: (check all that apply)

Please submit documentation of good standing for each program selected below.

- [ ] Commission on Accreditation of Allied Health Education Programs (CAAHEP)
- [ ] Committee on Accreditation of Educational Programs for the EMS Professions (CoA)
- [ ] Department of Health and Senior Services / Missouri Credentialing Board (for CHW)
- [ ] Department of Health and Senior Services, Bureau of Emergency Medical Services – Missouri EMS Training Entity

17. By affixing my name below, I certify that I am an authorized representative of the applicant organization and have the authority to submit this application on its behalf.

I further certify that:

The information contained in this application and all supporting documentation is true, accurate, and complete to the best of my knowledge.

The applicant organization is eligible to apply for this funding opportunity and meets all applicable eligibility requirements.

If awarded funding, the organization agrees to comply with all applicable federal, state, and local laws, regulations, grant requirements, reporting obligations, and financial management standards associated with the award.

The organization will use grant funds solely for the purposes described in the approved application and budget.

The organization maintains appropriate financial, administrative, and internal controls to manage grant funds and will make records available for monitoring or audit as required.

Any conflicts of interest will be disclosed in accordance with applicable policies, or, if none exist, the organization certifies that no known conflicts of interest exist related to this application.

The organization understands that submission of false, misleading, or incomplete information may result in rejection of the application, withdrawal of an award, repayment of funds, or other remedies permitted by law.

I acknowledge that submission of this application does not guarantee funding and that any award is contingent upon the availability of funds and execution of all required grant agreements.

18. Please enter today's date below

Today's Date

Date Time AM/PM

MM/DD/YYYY hh mm -