



MiSIREN Education Provider Agreement

This Agreement ("Agreement") is made and entered into by and between Sanilac Medical Services") and Michigan Rural EMS Network ("MiREMS"), PO Box 265, Caro, MI 48723.

1. **Terms of Agreement.** This Agreement will become effective on October 24, 2024 and will continue in effect March 30, 2025. The terms of this Agreement may be amended when agreed upon by the Education Provider and MiREMS.
2. **Engagement of Services.** The Education Provider will provide MiREMS with the following services:
 - Planning: The instructor shall submit course application(s) to the state of Michigan within required approval guidelines and timeframes.
 - Preparation: The instructor is responsible for promotion, registration, and collecting class fees from each student as detailed in the addendum. MiREMS will assist with the promotion of Providers and registration as necessary. The instructor is responsible for the preparation of any materials necessary for the course. Any expenses for materials must be approved by MiREMS in advance, and original receipts should be submitted for reimbursement before the last class. The instructor is also responsible for securing and preparing an appropriate classroom space.
 - Teaching: Class sessions shall be taught by the instructor. In the event the instructor has an unavoidable absence, the class may be taught by an approved substitute. The instructor is responsible for obtaining proctors or additional instructors to maintain the appropriate student/instructor ratio for practical classes.
 - Attendance: The instructor will keep accurate attendance records, and distribute communications as requested by MIREMS.
 - Cancellations/Make-ups: In the event of class cancellations due to inclement weather, the instructor will follow the guidelines of the Education Sponsor.
 - This agreement is contingent upon sufficient registration as determined in the attached addendum.
3. **Compensation.** Upon receipt of an invoice, MiREMS shall reimburse the Education Provider within 30 days. Any additional expenses will be reimbursed only if approved in advance by MiREMS. Final invoice must be received within two weeks of completion of class in order to ensure processing by the end of grant period.
4. **Independent Education Provider Relationship.** The Education Provider's relationship with MiREMS will be contractual in nature and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. The contracted instructor will not be entitled under this Agreement to any of the benefits that MiREMS may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of the Education Provider's compensation will be subject to withholding by MiREMS for the payment of any social security, federal, state or any other payroll taxes. MiREMS will report, in accordance with current federal requirements, amounts paid to Education Provider by filing any applicable forms with the Internal Revenue Service as required by law. The Education Provider may perform the services required by this Agreement at any place or location and at such times as Education Provider shall determine, and in compliance with requirements for education set forth by the State of Michigan's Bureau of EMS, Trauma and Preparedness. The Education Provider agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.
5. **Tools and Instruments.** The Education Provider will supply all tools, equipment, and supplies required to perform the services under this Agreement. The instructor/sponsor organization shall also make available to students an electronic test preparation Provider to simulate the National Registry

experience. Instructors may arrange to utilize MiREMS mobile training units, when available and with advanced notice, in the event that additional equipment or supplies are needed to conduct the class.

6. Evaluation and Documentation Requirements.

- Completed and Signed Education Program Agreement and Addendum**
- Proof of Informed Consent** – signed by student
- Rural Agency Commitment Form** – signed by student and employing agency
- Student Registration List** - Within week of registration deadline
- Course Completion Roster** - Within two weeks of course completion
- National Registry Pass/Fail Testing Report** – when requesting reimbursement for student testing fees and/or gas cards for EMT course
- List of students eligible for National Registry test fee rebate and/or gas cards**
 - See Rebate Terms and Conditions document
- Copies of Course Evaluations**

7. **Insurance.** The Education Provider agrees to maintain a policy of insurance to cover any negligent acts committed by the Education Provider during the performance of any duties under this Agreement. The Education Provider further agrees to hold MiREMS free and harmless from any and all claims arising from any such negligent act or omission.
8. **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Michigan, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Michigan, such personal jurisdiction shall be nonexclusive.
9. **Assignment.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Education Provider or MiREMS without the prior written consent of Education Provider and MiREMS.
10. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by the Education Provider for MiREMS and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
11. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Agreed to on the 24th day of October 2024.

Education Provider:	Michigan Rural EMS Network
Authorized Individual:	Authorized Individual:
Signature	Signature