



## COOPERATIVE AGREEMENT OF AFFILIATION

**Between:** Medical Education Development and Support, LLC  
**And:** Herndon Career Center of the Raytown C-2 School District  
**Date:** 1-7-19

THIS agreement is made and entered into by, and between, the HERNDON CAREER CENTER, an accredited postsecondary academic institution of the Consolidated School District No. 2 of Raytown, Missouri, hereinafter referred to as "***Educational Institution***" and Medical Education Development and Support, LLC of Independence, Missouri, a state approved agency, hereinafter referred to as "***Training Program***".

WHEREAS, Educational Institution agrees to cooperate and affiliate with the Training Program to operate and facilitate Adult Healthcare Education Programs for the purpose of training and educating healthcare paraprofessionals, and

WHEREAS, the Training Program desires to cooperate and affiliate with the Educational Institution for the purpose of providing state approved health service occupation programs for adult education.

NOW, THEREFORE in consideration of the mutual promises, covenants, state regulatory mandates, and benefits to said parties, it is hereby agreed as follows:

1. Educational Institution agrees to refer appropriate adult individuals desiring to participate in approved health service occupation training programs to Training Program.
2. Educational Institution agrees to assign instructor salary reimbursement compensation from the State of Missouri Department of Elementary and Secondary Education to Training Program when accurate and completed paperwork following all state mandates and meeting State of Missouri required criteria is provided for review and submission.
3. Training Program agrees to compensate Educational Institution a minimum of 10% of total State of Missouri Department of Elementary and Secondary Education reimbursement compensation for administrative costs (tuition and exam fees). Percentage will not increase unless the State of Missouri

requires additional investigation and paperwork to verify, or validate, request for reimbursement compensation.

4. Training Program agrees to provide required documentation and administrative processing for payment of fees and tuitions not directly paid to Training Program from outside agencies.
5. Educational Institution agrees to reassign to Training Program any funds or compensations made payable to Herndon Career Center for payment of tuition and fees for participation in Training Program's adult health service occupation training programs, except as designated in Item # 3 above.
6. Educational Institution and Training Program mutually agree to maintain required certifications, applications, licensures, and affiliations as outlined in Title 19 CSR 30-84 of the State of Missouri, Department of Health and Senior Services, Division of Health Standards and Licensure for state approved health service occupation programs and by the Department of Elementary and Secondary Education.
7. Training program agrees to operate under the laws of the state and local government requirements.
8. Educational Institution agrees to permit Training Program to receive non-profit financial donations from outside sources as allowed by the State of Missouri for non-profit organizations. Educational Institution agrees to assign said donations to Training Program, less 10% for administrative costs.
9. Training Program will be responsible for all students' files, course completion verifications and documentation as required by state and federal regulations. Training Program will provide said records upon request of the Educational Institution.
10. Training Program will be responsible for all financial and professional requirements relevant to the accreditation and program maintenance process.
11. Upon successful completion of the adult education CNA, CNA Enhanced, CMT, CRNA, MedAide Level 1, and/or Insulin Administration training, Training Program will present students with a certificate of course completion issued jointly by the Training Program and the Educational Institution. Training Program will provide documentation to the Educational Institution as a record of all individuals completing the programs offered by the Training Program.
12. Training Program will complete all required documentation and submit same to the appropriate certifying agency and the State of Missouri Department of Health and Senior Services.
13. Training Program will be responsible for maintaining attendance records on all students enrolled in adult education CNA, CNA Enhanced, CMT, CRNA, MedAide Level 1, and/or Insulin Administration classes as required by law for educational records.
14. Training Program will maintain a written, and mutually approved, complaint process to handle student issues and will notify the Educational Institution immediately upon receipt of any complaint.

15. In the event that a policy conflict would arise between the Educational Institution and the Training Program, it is understood that the Educational Institution policy will be followed.
16. Training Program agrees to follow state and federal guidelines related to funding of tuition for state and federal funds.
17. Training Program's relationship to Educational Institution shall be that of an Independent Contractor. The parties understand and agree that Training Program is engaged in the operation of its own business and shall not be considered to be the agent or employee of Educational Institution. As a result, neither party has the general authority to enter into any contract, assure any obligation or to make any warranties or representations on behalf of the other.
18. Training Program agrees to acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Educational Institution, its agents and employees, its patrons and students, and the general public against any such loss, damages and/or expense related to Training Program's performance under this Agreement.
19. Training Program shall be responsible for any and all injury or damages resulting from Training Program's willful or negligent acts, and the willful or negligent acts of its employees and agents, involving any equipment or service provided in the performance of this Agreement. Training Program agrees to indemnify Educational Institution, its board of education, agents, employees, servants and successors for and hold them harmless from any and all claims, losses, injuries, or damages, including costs and attorney's fees, arising out of or caused by Training Program's or Training Program's agent's and employee's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

THIS Cooperative Agreement shall begin on November 16, 2018, and replace any existing agreement between the Educational Institution and the Training Program, and shall continue until November 15, 2020 at which time the Cooperative Agreement will automatically renew for an additional two (2) year period unless either party notifies its intent to terminate the Cooperative Agreement with sixty (60) days written notice to addresses provided in the Cooperative Agreement. This Cooperative Agreement may be revised as the occasion demands to insure mutual satisfaction with addendum to be attached.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Herndon Career Center  
11501 East State Route 350  
Raytown, Missouri 64138-2562  
(816) 268-7140

Cheryl Reichert  
1/7/19  
Date

Medical Education Development and  
Support, LLC  
1425 S. Noland Road  
Independence, MO 64055  
(816) 373-6337

Coleman  
Executive Director  
12/26/18  
Date