

Memorandum of Understanding
Between:
City of Mission Fire Department
and
U.S. Customs and Border Protection,
Office of Border Patrol, Rio Grande Valley Sector

I. PARTIES. The parties to Memorandum of Understanding (“Agreement”) are the Department of Homeland Security, U.S. Customs and Border Protection, Office of Border Patrol, Rio Grande Valley Sector (“Border Patrol”) and *City of Mission, a Texas home-rule municipal corporation, by and through its Mission Fire Department (hereinafter, “City of Mission Fire Department”).*

II. PURPOSE. The purpose of this Agreement is to set forth the terms by which the Border Patrol seeks to obtain a program of clinical education or field work experience at *City of Mission Fire Department* for its Emergency Medical Technicians and Emergency Medical Technician students and by which the *City of Mission Fire Department* is willing to provide such experiences. Both the Border Patrol and *City of Mission Fire Department* hereby agree to cooperate and work in good faith with each other to provide program(s), whereby Border Patrol students may obtain certifications as Emergency Medical Technicians, or enhance their skills as Emergency Medical Technicians, as a result of the clinical work or field experience gained at *City of Mission Fire Department.*

III. RESPONSIBILITIES.

A. JOINT RESPONSIBILITIES.

1. The clinical training provided in the Program shall include those services, which are mutually agreed upon between the parties in writing.
2. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. BORDER PATROL. The Border Patrol agrees to fulfill the following obligations during the term of this Agreement:

1. Comply with the educational standards of the appropriate accreditation bodies.
2. Communicate with *City of Mission Fire Department*, through the *City of Mission Fire Department* Program Supervisor, on all items pertinent to the Program.
3. Notify *City of Mission Fire Department* Program Supervisor, of the planned schedule of Border Patrol student assignments, including the names of the students, each student’s

level of academic preparation, and length and dates of each student's assignment in the Program.

4. Refer to *City of Mission Fire Department* only Border Patrol students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to *City of Mission Fire Department*.

5. Ensure that each Border Patrol student has provided proof of vaccination for, or serologic immunity to Measles, Mumps, Rubella, annual negative TB skin test or chest x-ray; and Tetanus/Diphtheria inoculation within previous ten years.

6. Ensure that each Border Patrol student provide evidence of being immunized for Hepatitis B/Chickenpox or provide a written formal refusal of the vaccine.

7. Ensure that the Border Patrol students and the Border Patrol faculty support and follow *City of Mission Fire Department* policies, rules and regulations.

8. Require that the Border Patrol students and Border Patrol faculty dress in a professional manner and wear a visible name tag identifying their level of training and name.

9. Implement a mechanism to notify *City of Mission Fire Department* if a student is unable for any reason to report for training.

10. Provide faculty that are approved by the certifying or accrediting agencies to supervise the clinical aspects of the Program. Such faculty member(s) retain(s) the ultimate responsibility of monitoring and supervising the students.

11. Make provisions for the Border Patrol faculty to engage in continuing communication and periodic evaluation and planning meetings with *City of Mission Fire Department* personnel involved with student learning, including preceptors, if assigned. Any problems arising from student training and the involvement of preceptors will be handled as they arise by the supervising Border Patrol faculty member and *City of Mission Fire Department* staff member(s). In the event of continued difficulty, the problem will be referred to the appropriate *City of Mission Fire Department* administrator and the Border Patrol Administrator or equivalent.

12. Instruct the Border Patrol students and Border Patrol faculty to maintain the confidentiality of all information about *City of Mission Fire Department's* patients/customers, including information about *City of Mission Fire Department's*, diagnosis, evaluation, treatment of such patients, financial condition, or services rendered as required by applicable State and Federal laws and *City of Mission Fire Department's* bylaws, rules and regulations. If, during the course of the Program and in conjunction with the Program requirements, employees and agents of *City of Mission Fire Departments* are informed of or possess records of any Border Patrol student, *City of Mission Fire Department* shall comply with the confidentiality requirements of all federal and State laws and regulations in the handling of such records.

C. *City of Mission Fire Department* agrees to fulfill the following obligations during the term of this Agreement:

1. Maintain standards for appropriate health care services that are conducive to sound educational experiences for the Border Patrol students.
2. Assign a designee, with the required credentials, who will be responsible for facilitating the fieldwork/clinical experience of the Border Patrol students.
3. Make available to the Border Patrol students and Border Patrol faculty library facilities, appropriate records and equipment, classroom and conference space.
4. Provide orientation for the Border Patrol students and Border Patrol faculty to the physical facilities, policies and procedures of the ***City of Mission Fire Department***.
5. Provide emergency medical care for Border Patrol students and Border Patrol faculty in the event of an illness or accident during his/her participation in the Program, the costs of which shall be borne by the individual Border Patrol student or Border Patrol faculty member or such individual's worker's compensation carrier, as applicable.
6. Advise the Border Patrol of any deficits noted in the ability of an assigned Border Patrol student to progress toward achievement of stated Program objectives in writing and assist the Border Patrol and the student in attempting to correct these deficits. It will be the mutual responsibility of the Border Patrol student, the Border Patrol faculty, the fieldwork/clinical educator, and the academic fieldwork/clinical coordinator to develop a plan by which the student may be assisted to achieve the stated Program objectives.
7. Permit, upon written request from the Border Patrol, the inspection of the facilities, fieldwork, and services by the accrediting agencies.
8. ***City of Mission Fire Department*** shall notify the Border Patrol of the number of students it can accommodate during a given period of time.
9. ***City of Mission Fire Department*** has the right to recommend termination of any Border Patrol student's participation in the Program when such student's health or performance is a detriment to a patient's well-being, or to the achievement of the stated objectives of the Program. ***City of Mission Fire Department*** shall provide written documentation specifying the facts and circumstances necessitating such request for recommending termination of the student. The Border Patrol shall have the opportunity to review and to evaluate said student's health or conduct necessitating the termination.
10. ***City of Mission Fire Department*** shall encourage and support, when required by the Border Patrol's accrediting agency, continuing education and professional development of ***City of Mission Fire Department*** staff member(s) who is/are responsible for the supervision of Program.

IV. POINTS OF CONTACT. All notices or other communications provided for in this Agreement shall be directed to the parties at the addresses below. Either party may change this address by providing written notice to the other party at the address listed below.

United States Border Patrol:

City of Mission Fire Department

V. LIABILITY INSURANCE. *City of Mission Fire Department* acknowledges that the Border Patrol is a government agency within the Department of Homeland Security and that, as such, the Border Patrol is self-insured under the Federal Tort Claims Act with respect to liability for property damage, personal injuries, or accidents caused by its employees in the course of official business. This Includes medical training, which has been assigned to specific agents as part of their job description and/or collateral duty. In addition, Border Patrol employees are covered by the U.S. Department of Labor’s Office of Worker’s Compensation Programs with respect to injuries suffered in the course of federal employment or training. Such Border Patrol student will be responsible for providing the required documentation directly to *City of Mission Fire Department*.

VI. PARTIES’ RELATIONSHIP. It is understood and agreed that the parties are independent contractors, and this Agreement shall not create any relationship of agency, partnership, joint venture or create an employment relationship between *City of Mission Fire Department*, the Border Patrol students or the Border Patrol faculty. It is understood and agreed that *City of Mission Fire Department* retains the ultimate responsibility for patient record keeping and for patient care while the Border Patrol and the students retain the obligations and limitations expressly stated in this Agreement.

VII. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the Department of Homeland Security, U.S. Customs and Border Protection, Border Patrol or *City of Mission Fire Department*. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

VIII. EFFECTIVE DATE. This Agreement will become effective on the date on which it is mutually entered into by the Border Patrol and *City of Mission Fire Department* (the “Effective Date”).

IX. TERM. The initial term of this Agreement shall be for one (1) year from the Effective Date. At the end of the initial term, this Agreement shall automatically renew for one (1) additional term of two (2) years, unless terminated as hereinafter provided. Notwithstanding the terms specified herein, this Agreement may be terminated by either party as provided in Section XI of this Agreement. This Agreement is subject to annual review as required by both parties and external licensing entities.

X. MODIFICATION. This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party.

XI. TERMINATION. This Agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; or by either party, without cause, upon thirty (30) days written notice to the other party; however, no such termination shall be effective upon any Border Patrol student enrolled in the Program, until the expiration of the then current course for such student.

XII. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the United States. It is collectively agreed by the Parties that this Agreement will (1) be performed in Hidalgo County, Texas, and (2) jurisdiction and venue shall be in a court of competent jurisdiction where the Agreement was performed.

XIII. CLAIMS OR ACTIONS. That with respect to any claim or action arising out of any activities performed under or pursuant to this Agreement, pursuant to paragraph V, each party shall be liable for payment of that portion of any and all claims, liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of itself or its own directors, representatives, and employees. The parties agree to notify each other, in writing, immediately upon receipt of any incident, occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other party.

XIV. COUNTERPART SIGNATURE. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

XV. NO WAIVER. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

XVI. RIGHTS IN PROPERTY. All title to *City of Mission Fire Department* supplies, equipment, furnishings, fiscal records, client charts, and client records shall remain the sole property of the *City of Mission Fire Department*.

XVII. AUTHORIZATION OF AGREEMENT. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized and that this agreement constitutes a valid and enforceable obligation of such party according to its terms.

XVIII. SECTION HEADINGS. The headings of sections contained in this Agreement are for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

XIX. NO PRIVATE RIGHT CREATED. This document is an internal agreement between *City of Mission Fire Department* and the Border Patrol and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Agreement, addenda, attachments or other associated documents restricts the authority of either party to act as provided by law, statute, or regulation, nor does it restrict either party from enforcing any laws or taking any action within its authority or jurisdiction.

XX. NO PUBLICATION. Neither the Border Patrol nor *City of Mission Fire Department* shall submit for publication any material relating to the Program without prior written approval of the non-submitting party.

XXI. NON-EXCLUSIVITY. Each party shall have the right to enter into similar agreements with other parties.

XXII. NON-DISCRIMINATION. The Border Patrol and *City of Mission Fire Department* mutually agree to make no distinction among students, on the basis of race, color, sex, creed, age, sexual orientation, marital status, or national origin. For the purpose of this Agreement, in addition to the aforementioned, a student shall not be denied any service or benefit that is different, is provided in a different manner or at a different time from the service provided to other students under this Agreement. A student may not be subjected to segregation or separate treatment in any manner related to receipt of any advantage or privilege enjoyed by others receiving the same service or benefit; or any other requirement or condition that individuals must meet in order to be provided any service or benefit.

XXIII. WAIVER OF CONSTRUCTION AGAINST DRAFTER. Both parties have contributed to the review and drafting of this Agreement, with the assistance of their respective legal counsel. Therefore, both parties waive the rule of construction against the drafter.

City of Mission Fire Department and the Border Patrol hereby agree that all oral or written agreements between them that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. By signing below, each party acknowledges they are executing an interagency agreement based on the conditions and definitions contained in this Agreement.

IN WITNESS WHEREOF, *City of Mission Fire Department* and the Border Patrol have executed this Agreement, in multiple originals, to be effective as of the date on which this Agreement is fully executed.

UNITED STATES BORDER PATROL,
RIO GRANDE VALLEY SECTOR

Gloria I. Chavez, Chief Patrol Agent
U.S. Border Patrol, Rio Grande Valley Sector

Date_____

City of Mission Fire Department.

Date_____