



**U.S. CUSTOMS AND BORDER PROTECTION
OFFICE OF BORDER PATROL
RIO GRANDE VALLEY SECTOR**

**Memorandum of Understanding
BETWEEN
U.S. Customs and Border Protection,
Office of Border Patrol, Rio Grande Valley Sector
Rio Grande Valley Sector United States Border Patrol
Emergency Medical Program
AHA Training Center
AND**

**Hidalgo County Sheriff's
Emergency Medical Program
AHA Training Site**

The Memorandum of Understanding (“MOU”) is hereby entered into by and between Rio Grande Valley Sector United States Border Patrol, a member of The U.S. Customs and Border Protection. (hereinafter called “Training Center” or “TC”), acting by and through its Program Manager, and Hidalgo County Sheriff’s Office (hereinafter called “Training Site”).

PREAMBLE

WHEREAS, RGV Sector Emergency Medical Program operates an American Heart Association Training Center (the “Training Center or “TC”) approved by the American Heart Association (AHA); and

WHEREAS, the Training Center shall approve and support Training Sites developed by individuals, employers, and other community and business organizations; and

WHEREAS, proper approval and this MOU allow Training Site to conduct training sessions in accordance with all AHA guidelines, subject to the terms and conditions of this MOU;and

WHEREAS, acceptance of a Training Site and continued affiliation with the Training Center is at the discretion of the Training Center and the Training Center Coordinator;

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, the parties hereto hereby agree as follows:

STATEMENT OF GENERAL DUTIES AND OBLIGATION

TRAINING CENTER RESPONSIBILTIES

A. TRAINING CENTER will maintain current AHA guidelines and information.

- B. TRAINING CENTER will provide Policies and Procedures that meet and/or the requirements of AHA for courses and administration.
- C. TRAINING CENTER will perform site visit, including review of Training Site equipment, teaching materials, and instructors to ensure AHA and Training Center compliance.
- D. TRAINING CENTER will report all necessary training information as requested by the American Heart Association, the Training Sites.
- E. TRAINING CENTER will provide AHA course completion ecards, examinations, and instructional updates as required by the AHA in conjunction with the AHA Program Administration Manual and all Training Center Policies and Procedures.
- F. TRAINING CENTER will provide instructor training courses and provide updates to its instructors and Training Sites with the latest information on AHA courses, science guidelines, policies and procedures, the ECC Beat, and Training Bulletins and Memos.
- G. TRAINING CENTER will ensure that all instructors are aligned with the Training Center on the Instructor Network.
- H. TRAINING CENTER will provide guidance and assistance to instructors as needed.
- I. TRAINING CENTER will maintain a list of Instructor 1D Numbers from the ATLAS Instructor Portal.
- J. TRAINING CENTER will conduct Instructor Courses as needed.
- K. TRAINING CENTER will transfer instructor records to a new Training Center within 30 days of receiving a Records Transfer Request, and upon receipt of fees for services rendered.
- L. TRAINING CENTER will ensure that instructors use the most recent course materials and have the most recent Instructor and Provider Manuals for the courses they teach.
- M. TRAINING CENTER will manage Instructor Alignment in the ATLAS Instructor Portal and Training Center Files.
- N. TRAINING CENTER will issue provider course completion cards within 10 business days of the course completion.
- O. TRAINING CENTER will post fees associated with course completion cards.

TRAINING SITE RESPONSIBILITIES

- A. TRAINING SITE shall assign a "Site Coordinator" to oversee training operations, act as the liaison with RGV USBP EMP Training Center, and ensure Training Site Compliance.
- B. TRAINING SITE will not provide training at levels beyond their approved designation.
- C. TRAINING SITE shall maintain and ensure all aligned instructors have access to the following:
 - a. Current versions of the American Heart Association's Program Administration Manual.
 - b. Current Copy of the American Heart Association Guidelines for CPR and ECC.
 - c. Current Instructor Manual(s) and instructor tool kits, including videos for each discipline the Training Site is authorized to teach.
- D. TRAINING SITE shall maintain the following forms in either paper or electronic format for the stated amount of time after course completion:
 - a. Student Course Evaluations (3 years)/online course evaluations.
 - b. AHA Skills Check Forms for each discipline the Training Site is authorized to teach (3 years)
 - c. Course Roster (3 years)
 - d. Student Exam answer sheets (3 years)
 - e. Heartsaver Student Exam answer sheets, if administered (3 years)
- E. TRAINING SITE shall always secure all exams for authorized disciplines, with only authorized persons having access to exam copies.
- F. TRAINING SITE will distribute each exam to students and all exams will be accounted for and returned to the instructor at the end of the exam period.
- G. TRAINING SITE will ensure that only current and fully credentialed AHA instructors and the Training Site Coordinator on file shall have access to AHA exams during non-testing sessions.
- H. TRAINING SITE shall be solely responsible for all equipment and materials associated with sponsored training courses, and:
 - a. Training Site shall maintain, have access to and have present at courses all equipment necessary for course instruction as outlined in the course lesson maps for the specific course(s) being taught.

- b. All equipment shall be clean, safe and maintained to remain in good working order.
 - c. Simulating the use of equipment during AHA courses without having the required training aid(s) or device(s) is strictly prohibited. (Example: Simulating the use of an AED without having an actual AED Trainer, physically present.)
- I. TRAINING SITE and its affiliated instructors shall attend only RGV USBP EMP Training Center approved instructor renewal trainings, course updates, and Instructor reviews at the RGV USBP EMP Training Center or appropriate venue/ TEAMS platform. Training Center recertification requirements may exceed those outlined in the AHA Program Administration Manual.
- J. TRAINING SITE should offer classes that are open to the community unless prohibited by law or institutional policy. Listings of courses open to the community must be posted on the Atlas Instructor Portal.
- K. TRAINING SITE will adhere to mandatory record keeping and will provide documentation as needed/requested by the Training Center.
- L. TRAINING SITE will ensure that rosters are NOT given to students in place of a course completion card. Course rosters contain student personal data and should be protected and kept private. Instructors may provide students with a letter containing Instructor Name, Instructor Number, Date of Course and Completion Date (if applicable), should students require immediate proof of course completion. Training Site shall contact Training Center for more information.
- M. TRAINING SITE will respect teacher to student ratio.
- N. TRAINING SITE will ensure each student has the current and appropriate course Textbook readily available for use before, during, and after the course.
- O. TRAINING SITE will adhere to Quality Assurance Plan as stated in Policies and Procedures.
- P. TRAINING SITE agrees to allow Training Center Coordinator or designee visits and monitoring of Training Site to ensure that the site complies with AHA and Training Center policies.
- P. TRAINING SITE will conduct annual self-reviews by using the Training Center Administrative Self Review as a guide and submit the review to the Training Center. Training Site must be able to submit these self-reviews upon request from the Training Center or AHA.

ACKNOWLEDGE OF LIMITATIONS

Training Site hereby acknowledges that the Training Center's review of teaching materials is limited to the determination of whether such materials are in accordance with AHA guidelines. The Training Center does not make any representations or warranties regarding the use or effectiveness of the training methods or materials used to conduct or document such training.

MANDATORY RECORD KEEPING

All course records for the Training Site must be maintained and be made available upon request for a minimum of three (3) years after course completion. Training Sites may be required to maintain training records by another government or accreditation agency. These requirements are the sole responsibility of the Training Site. If the Training Site terminates its affiliation with the Training Center, copies of all Training Site records for the preceding three years shall be delivered to the RGV USBP EMP Training Center within thirty (30) days and must be submitted prior to the transfer of instructors to the accepting Training Center. Records will be maintained in paper or electronic format, in order of date and by type of course completed. In addition to course documentation listed above, Training Site will maintain:

- A. A current list of AHA Instructors authorized to teach for the Training Site.
- B. Logs/Rosters of courses taught, and all ecards codes distributed; Training Center will provide guidance as needed.
- C. Manikin cleaning/disinfection records consistent with the manufacturer's recommended procedures.

AMERICAN HEART ASSOCIATION ECARDS

- A. Certification ecards will be purchase by the Training Sites before the start of courses or after courses have been completed.
- B. The Training Center will only send certification ecards to Training Sites that have active, certified Instructors aligned with the Training Center
- C. Ecards sold to Training Sites may only be used for courses that are authorized for the Training Site and that are being reported to the RGV USBP EMP Training Center.
- D. All certification ecards will be computer generated.
- E. Any certification ecards that are lost or missing can be reprinted using the eCards Search
- F. Training Sites will indicate the issue date and renewal date with the month and four (4) digit year (ex. January 2015). All AHA certification ecards are valid for two (2) years. Instructors and Training Sites will not issue cards with a renewal date of less than or more than two (2) years.

- G. Only currently certified Instructors aligned with the RGV USBP EMP Training Center will have access to these ecards.
- H. Training Sites will issue ecards to students within twenty (10) business days of course completion.
- I. Training Sites will provide copies of ecards codes issued and course completed roster to the RGV USBP EMP Training Center within ten (10) business days of course completion.
- J. RGV USBP EMP Training Center may revoke the Training Site's privilege to purchase certification ecards in advance of courses if any of the above procedures are not followed.

OUTSIDE TRAINING CENTER INSTRUCTORS

Currently certified instructors aligned with other AHA Training Centers may assist in the courses but may not be the primary course instructor. Training Sites are solely responsible for ensuring that the instructors aligned with other Training Centers and assisting at the Training Site are properly certified. All instructors assisting at the Training Site, including those aligned with other Training Centers, must be documented on the Course Roster along with complete contact information. All outside instructors assisting the Training Site must be aligned with an American Heart Association Training Center and it is the responsibility of the instructor and the Testing Site to ensure compliance.

RGV USBP EMP Training Center reserves the right to deny Instructors not aligned with the Training Center from participating as Instructors at the Training Site.

Outside Instructors are responsible for:

- A. Reporting course assistance at the Training Site to their primary Training Center.
- B. Ensuring all courses follow the requirements and agenda found in the Instructor Manual for the Specific Curriculum.
- C. Providing proof that they are currently certified AHA Instructors.

TRAINING REGION

The Training Site is permitted to provide authorized AHA trainings within the state of Texas at their Training Site. If the Training Site or any of their Instructors will be training outside of their state, they may do so with prior notification unless they will be training more than one hundred (100) individuals a year in any single state. In the case that more than one hundred

(100) individuals will be trained in another state, prior authorization must be given by the Training Center.

Any training outside of the United States must be pre-authorized by the AHA via notification to the Training Center. Training Sites may be required to work with an International Training Center (ITO). Pre-authorization may be a lengthy process, so Training Sites are encouraged to give the Training Center a minimum of three (3) months advanced notice.

TRAINING SITE SEPARATION

The term of this MOU shall be for the length outlined below under "Terms, Renewal, and Termination of MOU" and will remain in effect unless otherwise terminated as outlined below.

A. RGV USBP EMP Training Center shall be permitted to terminate this MOU immediately in the event the Training Site fails to perform its obligations as set forth in this MOU.

B. Prior to separation, the Training Site will turn over all training records for the previous three (3) years (as outlined above) and return all remaining non-issued certification ecards in their possession. The Training Center will not provide a refund or credit to the Training Site for these cards.

COPYRIGHTS, ADVERTISEMENT, AND INTERNET

A. Training Sites will, without exception, adhere to the advertising, marketing and internet rules and regulations as set forth in the current Program Administration Manual.

B. Training Sites will not duplicate AHA DVDs, textbooks, or manuals.

C. All internet web site advertising will follow the AHA internet guidelines regarding use of logos and any other specified guidelines.

D. All advertising including internet, media, or print must follow the AHA guidelines set forth in the most current Program Administration Manual.

E. Training Sites are strictly prohibited from using AHA logos as outlined in the Program Administration Manual.

PAYMENT TERMS, ORDERING AHA MATERIALS & DELIVERY

A. Only the current pre-designated Training Site Coordinator can order AHA certification ecards from the Training Center.

B. Training Sites may pay with purchase orders. Invoices for services and/or requested certification ecards will be sent to the Training Site. Requested services or cards shall be provided upon receipt of a Purchase Order.

C. Training Sites with outstanding or overdue balances will not be able to order additional cards or materials until the balance is paid in full.

MISCELLANEOUS

A. RGV USBP EMP TC hereby acknowledges that the Training Site and all site instructors are independent of RGV USBP EMP TC and nothing in this MOU shall be deemed to create employment, joint venture, partner or any other arrangement between the Training Center and the Training Site or any of its Instructors.

B. RGV USBP EMP TC reserves the rights to edit, add, omit, or change any portion of this MOU at any time with proper notice given to the Training Site.

C. The Training Site will immediately notify the Training Center of (1) any personnel changes within their administration if such personnel are involved in the ecard ordering or documentation process, (2) changes to mailing address, email address, internet web sites or other contact information.

D. Instructors are responsible for maintaining their own contact information updated in the ATLAS Instructor Portal.

AHA COURSE FEE DISCLAIMER

The following disclaimer must be printed on all Training Site promotional brochures, announcements, agendas, or other materials distributed to students for courses in which fees are charged:

"The American Heart Association strongly promotes knowledge and proficiency in all AHA courses and has developed instructional materials for this purpose. Use of these materials in an educational course does not represent course sponsorship by the AHA. Any fees charged for such a course, except for a portion of fees needed for AHA course materials, do not represent income to the AHA."

AMENDMENT

The parties to this MOU understand that it may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues; however, no amendment, modification, or alteration of the terms of this MOU shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

TERM, RENEWAL, AND TERMINATION OF MOU

This MOU will be in effect from October 14, 2025, through October 14, 2030. Prior to the expiration date of the initial term and/or of any Renewal Terms, the MOU will be reviewed,

and the parties may mutually agree by means of an addendum to renew the MOU for successive five (5) year terms ("Renewal Terms").

If at any time during the term of this MOU, either party considers terminating the agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period, the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the MOU by giving the other party thirty (30) days written notice of its intentions to terminate.

SEVERABILITY

If any clause or provision of this MOU is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this MOU shall not be affected thereby, and it is also the intent of the parties to this MOU that in lieu of each clause or provision of this MOU that is illegal, invalid, or unenforceable there be added as part of this MOU a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

NON-DISCRIMINATION

Any discrimination by any party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this MOU is prohibited.

NOTICES

Any notice required or permitted under this MOU must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when received. The RGV USBP EMP TC can change their respective notice address by sending to the other parties a notice of the new address. Notices should be addressed as follows:

TRAINING CENTER

U.S. Customs and Border Protection, Office of Border Patrol, Rio Grande Valley Sector
Attn: Program Manager Roberto Vega Jr.
2301 S. Main
McAllen, Texas 78503
PHONE: 956-984-3905

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FAX: 956-984-3960
E-MAIL: roberto.vegal@cbp.dhs.gov

To Hidalgo County Sheriff's Emergency Medical Program

Training Site Name:

Attn: Name of Program Manager

Address:

PHONE:

FAX:

E-MAIL:

GOVERNING LAW AND VENUE

Under federal law, a claim for damages against the United States under the Federal Tort Claims Act may be brought only in the judicial district where the plaintiff resides or where the act or omission complained of occurred.

FORCE MAJEURE

No party to this MOU shall be required to perform any term, condition, or covenant in this MOU if performance is delayed or prevented by force majeure which shall mean natural occurrences, fires, acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this MOU and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

INSURANCE

Training Center 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 student will be responsible for providing the required documentation directly to Training Center.

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CAPTIONS

The captions contained in this MOU are for convenience of reference only and in no way limit or enlarge the terms and conditions of this MOU.

AUTHORITY

The signers of this MOU hereby represent and warrant that they have authority to execute this MOU on behalf of each of their respective entities.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed in duplicate originals on this ____ day of _____, 2025.

**RIO GRANDE VALLEY UNITED STATES BORDER PATROL EMERGENCY
MEDICAL PROGRAM**

By: _____
Roberto Vega Jr., Rio Grande Valley Sector, U.S. Border Patrol.
Emergency Medical Program Manager

TRAINING SITE

By: _____
Name of Program Manager and Title

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