

U.S. Border Patrol
Yuma Sector EMT Program
4035 South Ave A
Yuma, Arizona 85365

INTERGOVERNMENTAL AGREEMENT

AUTHORITY:

6 U.S.C. § 211(e)(3) authorizes the U.S. Border Patrol to enter into this agreement (“Agreement”). Arizona Revised Statutes A.R.S. § 11-951 and § 11-952 authorize the City of San Luis, Arizona to enter into this Agreement.

STATEMENT:

This Agreement is entered between the United States Border Patrol, Yuma Sector “EMT Training Program” hereinafter referred to as the “School” and the City of San Luis, Arizona through its San Luis Fire Department, hereinafter referred to as the “Health Agency.” The School and the Health Agency may be referred to hereinafter singularly as the “Party” and collectively as the “Parties.”

PURPOSE:

It is the intent of the School and the Health Agency to affiliate for the education of the School’s Emergency Medical Services Technicians, with the goal of providing these students with EMT/Basic Training hereinafter referred to as “EMS Training” or “EMS Programs.” It is therefore agreed as follows:

ARTICLE I: Responsibility of Assignment:

The School will assume full responsibility for the planning of the educational program in EMS Training, including programming, administration, and matriculation through the assignment of a Program Coordinator, Supervisory Border Patrol Agent Luis A. Saucedo (EMT-B).

ARTICLE II: Scope of Learning:

Students participating in EMS Programs are required to participate in clinical and on-vehicle training as part of their training program. These experiences should include only those skills which are authorized by the Arizona Department of Health Services as appropriate for the student’s level of training. The School will provide the Health Agency with a list of skills each level of training may perform.

Each U.S. Border Patrol EMT-Basic / EMT has standing orders for the following skills:

Application and use of AED (Automated External Defibrillator)
Patient assistance with MDI (Metered Dose Inhaler) and Epi-Pen (Requires on-line direction)

Aspirin administration (Requires on-line medical direction)
Activated Charcoal administration
Temperature assessment and monitoring
IV (intravenous) access and infusion of NS (normal saline) as per Hyperthermia protocol
Glucose administration as per hypoglycemia protocol
Pulse Oximetry assessment and monitoring
Airway maintenance control and ventilation
Spinal precautions
Oxygen administration
Glucometer usage
Patient assistance with Nitro (Requires on-line medical direction)
Dual lumen insertion to include:
 King Airway™
 i-gel™

ARTICLE III: Scheduling:

The Program Coordinator will notify the Health Agency, in advance of the experience, of the schedule of student assignments to clinical or on-vehicle training including dates, numbers of students participating, and the level of training of each student.

ARTICLE IV: Supervision of Students:

Students shall be supervised during clinical or on-vehicle training by any of the following personnel as directed by the Program Coordinator:

1. An Arizona licensed physician.
2. An Arizona licensed physician's assistant.
3. An Arizona registered nurse.
4. An Arizona certified paramedic with a minimum of two years' experience.
5. An Arizona certified Advanced EMT with a minimum of two years'

experience.

ARTICLE V: Student Records:

The Training Program Medical Director, Dr. Sidney Vail of Maricopa Integrated Health System, and the Program Coordinator will certify the successful completion of the course by each student with no responsibility for certification falling on the Health Agency. The School will maintain all records and reports of student experiences.

ARTICLE VI: Confidentiality of Client Records:

The School assumes responsibility for informing students about compliance with all rules and regulations of the Health Agency concerning the confidential nature of information on clients and their records including how students are to comply with HIPAA (Health Insurance Portability and Accountability Act) and its regulations.

ARTICLE VII: Student Liability and Responsibility for Workers' Compensation:

All students of the School are federally employed and on-duty during all training clinical and on-vehicle training. As on-duty employees of the Federal Government, all students are covered for general liability under the Federal Tort Claims Act, 28 U.S.C. § 1346(b) et seq. The School acknowledges that it is liable for the negligent, wrongful acts, or omissions of its employees and agents while acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act, 28 U.S.C. § 1346(b) et. seq. The Health Agency acknowledges that it is liable for the negligent, wrongful acts, or omissions of its employees and agents while acting within the scope of their employment to the extent permitted by Arizona law.

The School shall comply with the under The Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq. and its regulations. The Health Agency shall comply with the Arizona Workers' Compensation Laws. Both Parties shall comply with the notice provisions of A.R.S. § 23 -1022(E). For purposes of A.R.S. § 23-1022(D), an employee of either Party "who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies as provided in A.R.S. § 11-952 is deemed to be an employee of both public agencies for the purposes of this section. The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section."

ARTICLE VIII Termination of Students:

The School will terminate any student from this experience for just cause. The Health Agency has the right to remove any student from its equipment, apparatus or facilities for just cause and to provide input towards termination when necessary.

ARTICLE IX Uniform Attire:

Students will be dressed in a professional manner and wear a visible name tag identifying their name and level of training.

ARTICLE X Health Agency Participation and Manner of Financing:

The Health Agency will make available at no charge to the School:

1. clinical or on-vehicle experience necessary for the practical instruction of the student,
2. an emergency paramedic to supervise students during clinical or on-vehicle training to include supervision of any experiences beyond the student's level of training, and
3. written policies pertinent to client services which would affect the conduct of

participating students.

A.R.S. §11-952(B) requires that this Agreement specify the manner of financing this joint or cooperative undertaking. Other than the minimal cost of providing written policies, there will be no discernable cost the Health Agency's participation because the tasks involved are tasks those supervising the students would be doing with or without students observing.

ARTICLE XI Cooperation:

The Program Coordinator for the School will cooperate with Health Agency representatives in the conduct of the Training Programs. Faculty and students of the School will adhere to the policies of the Health Agency as provided in ARTICLE X while functioning with the Health Agency.

ARTICLE XII Compliance with All Laws - Conflict of Interest:

The Parties shall comply with all applicable laws including but not limited to all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. This Intergovernmental Agreement shall be canceled by either Party in the conflict of interest situations as permitted by A.R.S. §38-511, the terms of which are incorporated herein by reference.

ARTICLE XIII Review and Duration:

This Agreement will continue in effect for a period of five years. If the Parties agree, this Agreement may be renewed at the end of the five-year term. Prior to any renewal, the Parties will review the Agreement for any changes that need to be made. Any review will be reduced to writing the same formalities as this Agreement. Either Party may, with at least 90 days prior to the end of the Federal fiscal year (September 30) in any of the five years of this Agreement, notify the other Party in writing of its intent not to renew.

A.R.S. § 11-952(B)(4) requires that this Agreement specify the permissible method for disposing of property on partial or complete termination of this Agreement. This Agreement does not involve any transfer of property.

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the day and year written below.

City of San Luis
1090 E Union St.
P.O. Box 1170
San Luis, AZ 85349

US Border Patrol Yuma Sector
EMT Program
4035 South Ave A
Yuma, AZ 85365

By: _____
Gerardo Sanchez

By: _____
Luis A. Saucedo

Title: Mayor

Title: EMT Coordinator

Date: _____

Date: _____

Attested:

By: _____
Sonia Cornelio

Title: San Luis City Clerk

CITY ATTORNEY CERTIFICATION

Under A.R.S. §11-952, I have determined that the foregoing Intergovernmental Agreement between US Border Patrol Yuma Sector EMT Program and the City of San Luis, Arizona is in the proper form and is within the powers and authority granted to the City of San Luis under the laws of Arizona.

By: _____
Kay Marion Macuil

Title: San Luis City Attorney