

# MEMORANDUM OF UNDERSTANDING

Between

**U.S. Customs and Border Protection, Office of Field Operations,  
Tucson Field Office San Luis, AZ Port of Entry**

hereafter referred to as “Agency”

And

**City of San Luis, Arizona**  
(through its Fire Department)

hereafter, referred to as “SLFD”

## **I. PURPOSE.**

The Agency has established an Emergency Medical Service (EMS) Program to provide emergency medical care and support to CBP-OFO employees and the public during operations.

WHEREAS the purpose of this agreement is to set forth by which the Agency and SLFD will provide for the OFO-EMS provider to obtain/maintain Basic Life Support (BLS) or Advanced Life Support (ALS) skills. Field/clinical practice is an integral part of an OFO sponsored initial EMS course or as opportunity for current credentialed OFO-EMS providers to enhance skills; and

WHEREAS SLFD has adequate facilities, equipment, call volume and knowledgeable staff which the OFO-EMS provider can obtain clinical practice,

NOW, THEREFORE, in consideration of the OFO-EMS Handbook, mutual covenant, terms and conditions herein contained, the parties hereto agree.

## **II. AUTHORITY.**

Authority for the Agency to enter into this agreement includes: 6 U.S.C. §§ 112 and under the provisions of the Office of field Operations (OFO) EMS Program Handbook sections 1.5 & 2.2.

### **III. RESPONSIBILITES.**

#### **AGENCY**

1. Ensure “on duty time” for the OFO-EMS provider for the development of/maintaining effective prehospital emergency care skills through training/clinical practice as outlined in section 2.2.1 of the OFO-EMS Handbook.
2. Clinical practice approved by local port management shall also be approved by the Field Office EMS Coordinator (FOEMSC) and HQ OFO-EMS.
3. Ensure EMS OFO-EMS providers and/or currently credentialed OFO-EMS providers are in good standing, according to the policies of Customs and Border Protection (CBP) and OFO-EMS before practicing in any clinical practice with SLFD.
4. Provide SLFD with current copies of providers National Registry of EMT (NREMT) certification card, state EMS licensure (if applicable), and BLS CPR card.
5. Authorize an OFO-EMS provider to clinical practice at SLFD in accordance with agreed upon schedules.
6. Contact SLFD no less than one (1) week prior to a provider’s clinical practice, providing the name of the OFO-EMS provider including any appropriate biographical information, certification, and licensing information.
7. The agency and/or the OFO-EMS provider shall provide SLFD, upon request, evidence of any immunization.
8. Provide the OFO-EMS provider training on universal precautions which include but are not limited to:
  - a. Hazards associated with blood and other potentially infectious materials,
  - b. Protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens,
  - c. Appropriate action to take in an emergency involving exposure to blood and other potentially infectious material,
  - d. Encouraging the EMS provider to participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
  - e. Documentation is maintained by CBP.
9. Any claims made against an OFO-EMS provider affiliated with the Agency, while working at SLFD, will be governed by the Federal Tort Claims Act (FTCA).

- a. Agency shall provide a SF-95 form, when requested, for all liability claims against OFO-EMS provider working at the SLFD under this agreement.
10. Provide appropriate orientation of the OFO-EMS provider to the SLFD prior to assignment to the SLFD (materials provided by SLFD).
11. Maintain all records of OFO-EMS provider performance as evaluated and transmitted by the SLFD.
12. Designate, in writing to the SLFD, the name and credentials of the faculty member, who serves as the Academic Coordinator of Clinical Education (hereinafter “ACCE”), and who will coordinate with a designee of the SLFD (Center Coordinator of Clinical Education; hereinafter “CCCE”). The ACCE and the CCCE together shall direct the clinical experience schedule of each OFO-EMS provider participating in this clinical experience.
13. Contact the SLFD at least once during each clinical education period for the purpose of conferring with the Center Coordinator of Clinical Education and the assigned OFO-EMS provider with respect to the OFO-EMS providers ’s progress and development.
14. Advise OFO-EMS providers of their responsibilities during clinical interactions, including, but not limited to:
  - a. Coverage under federal retirement, group health benefits and life insurance programs shall continue during the period of assignment.
  - b. OFO-EMS provider must provide permission to the Agency to share with SLFD proof of pertinent health clearances. The Agency shall require for all OFO-EMS providers a physical exam and negative skin test for tuberculosis within one year of the clinical assignment. A chest X-ray is required should the skin test be positive. Evidence of current vaccination or immunity status for tetanus, measles, rubella, and hepatitis B is also required for participation in the clinical experience program. The OFO-EMS provider must sign a disclaimer if a required vaccination is refused after being informed of the benefits and risks of vaccination. If SLFD requires shorter periods or additional vaccinations, the OFO-EMS provider is responsible for meeting those requirements prior to starting the clinical experience.
  - c. The OFO-EMS provider must certify in Basic Life Support (Cardiopulmonary Resuscitation) at the professional level through the American Safety and Health Institute
  - d. The OFO-EMS provider must comply with CBP Policy and/or SLFD dress code for clinical practice.

- e. The OFO-EMS provider uniform for clinical practice will be tan pants with black polo shirt (OFO seal version).
  - f. The OFO-EMS provider must abide by the rules, regulations, policies, and procedures of both the SLFD and CBP. Failure to do so may result in termination of the clinical experience.
  - g. The OFO-EMS provider must conduct him/herself in a manner consistent with his/her responsibilities.
  - h. The OFO-EMS provider must respect and uphold the patient's rights, privacy, and dignity.
  - i. The OFO-EMS provider shall not be reimbursed by the SLFD for any expenses associated with this training.
  - j. The OFO-EMS provider must notify SLFD and the Agency immediately whenever absence from SLFD is unavoidable (illness and emergencies only).
  - k. If available, the Agency shall provide coverage for its personnel under the Federal Employees' Compensation Act for any on-duty injuries to the Agency's personnel.
15. The Agency shall comply with all applicable local, State, and Federal laws and regulations governing CBP's obligations hereunder.
16. The Agency will ensure that faculty who come onsite at the SLFD have the necessary skills, education, and licensure, as appropriate, for the role in which they are working.

## **SLFD**

1. Designate a staff member to serve as Center Coordinator of Clinical Education. This individual will designate an educationally and legally qualified practitioner who will serve as the Clinical Instructor to the OFO-EMS provider.
2. Provide clinical learning experiences for the OFO-EMS provider, which are appropriate to the education level of the OFO-EMS provider, and which conform to the specified objectives to be achieved (as submitted to SLFD by CBP) and practice standards.
3. Provide additional clinical learning experiences based on resources of the SLFD and needs of the OFO-EMS provider.
4. Instruct, supervise, and guide the OFO-EMS provider in all learning activities.

5. Provide orientation to SLFD, and to essential administrative policies and procedures.
6. Communicate with the OFO-EMS provider at specified times throughout the clinical period.
7. Conduct a written summary evaluation of the OFO-EMS provider's progress at the mid-term and at the close of the clinical period.
8. Maintain records on OFO-EMS provider's performance.
9. Transmit these records to the Agency according to the schedule established by the Academic Coordinator of Clinical Education prior to the experience.
10. Assist OFO-EMS providers (and faculty members, if applicable) in obtaining emergency health care, at the expense of the OFO-EMS provider (or said faculty member), in the event of illness or injury occurring while at the SLFD for clinical experience.
11. When available, provide for the use of the SLFD library or additional educational resources by the OFO-EMS provider according to policies and procedures established by SLFD.
12. Inform the Agency of any change in accreditation status.
13. Maintain current Fire Department professional and general liability insurance, through its participation in its self-insurance / insurance program, covering the SLFD, its officers, and employees with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. As evidence of such coverage, the SLFD will provide a Certificate of Insurance to the Agency upon written request.
14. SLFD may remove an OFO-EMS provider from the clinical experience program whose health, conduct, behavior, or clinical performance compromises patient care or the operation of the SLFD.
15. SLFD retains professional and administrative responsibility for services rendered to its patients as a condition of licensure required by State of Arizona. Notwithstanding the foregoing, the Agency acknowledges and agrees that the SLFD's obligations in this regard shall not diminish CBP's duties, obligations, or liabilities for services performed pursuant to this Memorandum of Understanding.

### **Mutual Terms**

1. Quality patient care is always of highest priority. Assignment of the OFO-EMS provider will not have a negative effect on the quality of patient care.

2. There shall be no discrimination based on race, color, creed, religion, sex, handicap, or national origin in the placement and evaluation of the OFO-EMS provider.
3. The number of OFO-EMS providers and clinical period times shall be mutually agreed upon by both parties and will be subject to the availability of the SLFD's personnel for teaching and supervision. The Agency shall contact each SLFD separately before sending an OFO-EMS provider to participate in the clinical experience program to determine if the SLFD is able to accept such OFO-EMS provider at that time. SLFD will not be bound to accept an OFO-EMS provider, unless it is willing and able to accept that OFO-EMS provider for the time period requested.
4. There shall be no monetary obligation between United States Customs and Border Protection and the SLFD. Any compensation whatsoever paid by United States Customs and Border Protection under this Memorandum of Understanding, including stipends, benefits and other costs as agreed by the parties, shall be paid directly to the SLFD, and the United States Customs and Border Protection agrees that it shall not provide any compensation to the SLFD's employees.
5. The Agency and the SLFD shall comply with applicable federal and state law regarding the use and disclosure of protected health information, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder. Prior to an OFO-EMS provider's arrival at the SLFD, the Agency shall furnish the OFO-EMS provider with HIPAA compliance training.
6. The Agency and SLFD shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the federal Occupational Safety and Health Act (known as OSHA), regulation under OSHA and any occupational safety and health act of Arizona including but not limited to training provisions of personal protective equipment; adherence to all appropriate lockout-tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.
7. Periodic conferences, meetings and exchange visits will be held to maintain regular contact between Agency and SLFD.
8. Evaluation of an OFO-EMS provider's performance/behavior will be documented on a form/tool, which is acceptable to both parties, and will be provided by CBP.
9. OFO-EMS providers are not employees of the SLFD and shall have no entitlement against the SLFD for Social Security benefits, Workers' Compensation benefits, salaries, retirement, or any other employment benefits of any kind. If any OFO-EMS provider is at any time also an employee of the SLFD, the Agency acknowledges and shall advise OFO-EMS providers that when present at the SLFD

for OFO-EMS provider rotations under this Memorandum of Understanding, OFO-EMS providers are not employees of the SLFD, shall not act in their capacity as employees of the SLFD, and OFO-EMS providers shall have no entitlement against the SLFD for Social Security benefits, Workers' Compensation benefits, salaries, retirement, or any other employment benefits of any kind in connection with OFO-EMS provider rotations performed under this Memorandum of Understanding.

10. Any notice to be given to any party hereunder shall be in writing and shall be deemed to have been given when hand-delivered, the next business day after the notice is deposited with a national overnight delivery service with next-business-day delivery guaranteed, or three business days after the notice is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party to whom notice is to be given, at the following addresses, or to such other address as the parties may hereafter designate in writing to each other.
11. SLFD shall have the right to audit CBP's relevant OFO-EMS provider and faculty records to assure compliance with the terms of this Agreement.

#### **IV. POINTS OF CONTACT**

Agency: United States Customs and Border Protection  
Tucson Field Office  
EMT Programs  
431 N Main Street  
San Luis, AZ 85349  
Attention: Jolene Reynaga

SLFD: City of San Luis Fire Department  
1165 McCain Ave  
San Luis, AZ 85349  
Attention: Angel Ramirez

#### **V. CONFIDENTIALITY**

The Agency acknowledges that during the term of this Memorandum of Understanding, it may have access to or become acquainted with proprietary information and confidential information belonging to the SLFD, including but not limited to medical records, patient identifiable information, and other information the SLFD treats as confidential ("confidential information"). The Agency agrees that it will safeguard the confidentiality of all confidential information, including but not limited to medical records and other patient identifiable information available at the SLFD to meet the requirements of this Memorandum of Understanding. Upon request, the Agency shall furnish the SLFD with information demonstrating CBP's compliance with applicable

law and/or its policies, implemented by CBP for security of the confidential information.

Prior to the assignment of a OFO-EMS provider to the SLFD pursuant to this Memorandum of Understanding, the Agency will instruct each OFO-EMS provider in the confidentiality of all communications with patients and between the patients, their physicians, and the SLFD's staff. The Agency shall inform each OFO-EMS provider that it is a breach of ethics and a violation of California law to divulge to any person not directly connected to the individual patient's care the names of persons being treated at the SLFD and the nature of their illness.

All of the SLFD's data (including patient unidentifiable data or other information), shall be kept in strict confidence by CBP, its employees, officers, faculty, and OFO-EMS providers and shall not be disclosed, released, sold, assigned, commercially exploited, or used by the Agency for any purpose other than as required under this Memorandum of Understanding, without the prior written consent of the SLFD, which consent may be withheld in the sole discretion of the SLFD.

In addition, the Agency agrees to provide OFO-EMS providers and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with the SLFD's policies and procedures relative to HIPAA. The SLFD agrees to provide OFO-EMS providers and faculty with training regarding the SLFD's policies and procedures relative to HIPAA.

## **VI. GOVERNING LAW**

1. The assignee is subject to the federal statutory and regulatory provisions that govern ethical and other standards of conduct, conflicts of interest, suitability, security, and limitations on political activity.
2. The federal tort claims statutes and any other federal tort liability statute shall apply to the assignee.
3. The rules and policies that govern the internal operation and management of the gaining agency are applicable to the assignee.
4. The State of Arizona law including substantive, procedural laws of court, and choice of law provisions.

## **VII. EFFECTIVE DATE**

The term of this Memorandum of Understanding shall commence on September 12, 2024, and will continue for five (5) years through September 12, 2029.

## **VIII. MODIFICATION**

This memorandum of Understanding may not be changed or modified, except by an instrument in writing signed by a duly authorized representative of each party and attached and made a part hereof.

**IX. TERMINATION**

Either party may terminate this Memorandum of Understanding without cause at any time upon thirty (30) days prior written notice to the other party.

**X. ENTIRE AGREEMENT**

This Memorandum of Understanding constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes any and all prior negotiations, commitments, agreements, and understandings between the parties regarding the subject matter of this Memorandum of Understanding. No representation or warranties, whether express or implied, have been made by any party except as expressly stated herein. This Memorandum of Understanding may not be changed or modified, except by an instrument in writing signed by a duly authorized representative of each party and attached and made a part hereof.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the parties hereto on the dates indicated below:

**AGENCY:**

U.S. Customs and Border Protection,  
Office of Field Operations, Tucson Field Office  
San Luis, AZ Port of Entry

**SLFD:**

City of San Luis

\_\_\_\_\_  
Jolene Reynaga  
(a) Area Port Director, San Luis, AZ

\_\_\_\_\_  
Angel Ramirez  
Fire Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_