

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	July 12, 2022	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire Rescue		

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to**

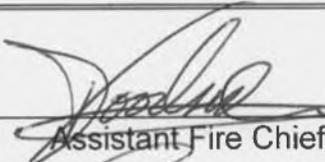
- A) **Approve:** a Memorandum of Understanding (“MOU”) with the Miami Division of the Federal Bureau of Investigations (“FBI”) for clinical field experiences for a period of 5 years commencing on July 12, 2022; and
- B) **Delegate:** authority to the County Administrator, or designee, to provide written notice of termination pursuant to Section H of the MOU.

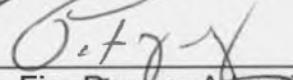
**Summary:** This MOU will allow Palm Beach County Fire Rescue to provide clinical field experience to FBI personnel assigned to duty as emergency medical technicians (“EMT”) and paramedics in support of FBI operations. FBI participants will respond with County paramedics to observe and assist in delivering emergency medical care under actual emergency conditions. The clinical field experience promotes public health, safety and welfare, and enhances the working relationship between the FBI and the County. Each party shall be responsible for its own acts, omissions and negligence and that of its employees, officers and agents. The MOU does not include any Indemnification language; this deviation from our standard language and practice has been approved by Risk Management and the County Attorney’s Office. The MOU is for a period of five (5) years and can be terminated by either party at any time, with or without cause, with written notification to the other party. **Countywide (SB)**

**Background and Justification:** Palm Beach County Fire Rescue has been collaborating with different agencies, colleges and schools to provide access to clinical field experiences, in an effort to enhance the competence of health care professionals in the County.

**Attachments:**  
MOU

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Recommended by:  \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Fire Chief

Approved by:  \_\_\_\_\_ Date 6-8-2022  
Fire Rescue Administrator

Approved by:  \_\_\_\_\_ Date 6/23/2022  
Assistant County Administrator

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

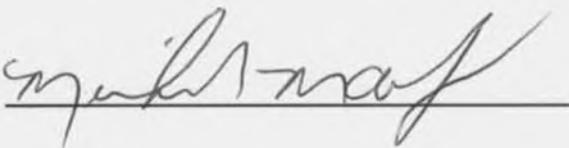
Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	* 0	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	0	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes \_\_\_\_\_ No X  
 Does this item include the use of federal funds Yes \_\_\_\_\_ No X

Budget Account No.: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_  
 Revenue Source \_\_\_\_\_/Object \_\_\_\_\_

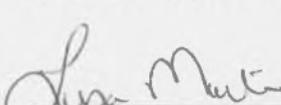
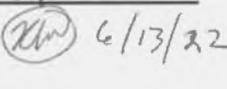
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

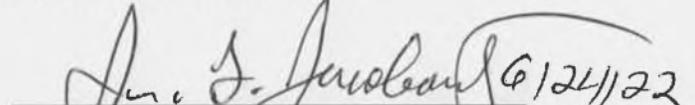
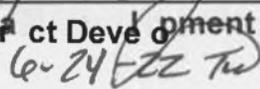
\* There is no fiscal impact associated with the approval of this MOU

C. Departmental Fiscal Review: 

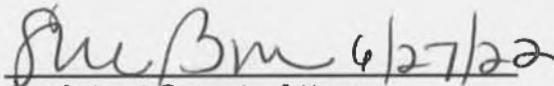
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

 6/14/22  
 OFMB  6/13/22

 6/24/22  
 Contract Development and Control  6-24-22

**B. Legal Sufficiency**

 6/27/22  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)**

**Memorandum of Understanding Between the  
Federal Bureau of Investigation and  
Palm Beach County**

- A. Preamble:** The Miami Division of the Federal Bureau of Investigation (FBI) has an interest in maintaining the emergency medical capabilities and qualifications of FBI personnel assigned to duty as emergency medical technicians (EMT) and paramedics in support of FBI operations (“FBI Participants”). Palm Beach County, through its Fire Rescue Department, (“County” or “PBCFR”) has an interest in providing clinical experience for said FBI Participants and hereby determines that doing so furthers the public health, safety and welfare by promoting the competence of said health care professionals and enhancing the working relationship between the parties. The FBI and PBCFR enter into this Memorandum of Understanding (MOU) for the mutual benefit of both parties.
- B. Purpose:** This MOU outlines the understanding of both parties regarding the clinical experiences to be provided hereunder.

This MOU is not an obligation or commitment of funds nor a basis for transfer of funds, but rather is a basic statement of the understandings between the parties. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its annual budgetary processes and to the availability of funds and resources pursuant to applicable law, regulations, and policies. The parties expressly acknowledge that this in no way implies that the United States Congress will appropriate funds for such expenditures.

- C. Authority:** This agreement is entered into pursuant to 28 U.S.C. § 533, and 28 C.F.R. § 0.85.
- D. Responsibilities of the FBI or FBI Participants, respectively:**
1. FBI Participants participating in clinical experiences with PBCFR pursuant to this MOU will do so on official FBI time to fulfill training, certification, and/or qualification requirements;
  2. FBI Participants shall comply with PBCFR policies, procedures, and protocols relating to operations, conduct, safety and security. PBCFR medical protocols shall always govern patient care. Should other policies, procedures, and protocols of PBCFR conflict with applicable Department of Justice or FBI policies, procedures, or protocols, the FBI Participant shall advise PBCFR and PBCFR reserves the right to deny the FBI Participant from participation hereunder if unable to comply with the policies, procedures, and protocols of PBCFR.
  3. All FBI Participants will be a certified Emergency Medical Technician-Basic or Paramedic and fully qualified and legally authorized to engage in the clinical experiences hereunder. Before being scheduled for clinical experiences with PBCFR, each FBI Participant shall

provide to PBCFR a copy of a current EMT or Paramedic certification that is current and duly authorizes said FBI Participant to perform as an EMT or Paramedic in the State of Florida.

4. The FBI will designate a person to act as liaison with PBCFR for purposes of this MOU;
5. The FBI will coordinate participation with PBCFR in advance and understands that participation is at the sole discretion of PBCFR. The FBI acknowledges that any patient may refuse to interact with FBI Participants.
6. FBI Participants shall maintain the confidentiality of, and shall not retain or disclose including to the FBI, personally identifying information or protected health information of victims or patients encountered during provision of emergency services on behalf of PBCFR. FBI Participants must complete a HIPAA training program provided by PBCFR, comply with PBCFR's HIPAA policies and execute PBCFR's HIPAA confidentiality form.
7. For use during clinical experiences, the FBI shall provide each FBI Participant with a uniform, stethoscope, and all Personal Protective Equipment (PPE) required by PBCFR, including but not limited to appropriate eye protection to protect from blood borne pathogens, and appropriate masks and respiratory protection equipment, properly fit-tested by the FBI in accordance with 29 CFR 1910.134, Occupational Safety & Health Administration, to protect against airborne pathogens. The FBI assumes full responsibility for assuring that the FBI Participants have and use the appropriate, properly fitted, protection equipment. PBCFR assumes no responsibility relating to the equipment, including for assessing or assuring that the equipment is properly fitted and used.
8. The FBI represents and warrants that, to the best of its knowledge, it and any of the FBI Participants are not (a) currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; and (b) have not been convicted of a criminal offense that falls within the ambit of 42 U.S.C Section 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

**E. Responsibilities of PBCFR:**

1. PBCFR agrees to provide FBI Participants with clinical experience, as practical, in the emergency care of the sick or injured under the supervision and control of PBCFR paramedic personnel designated by PBCFR, who will always be primary caregivers.
2. PBCFR shall provide an orientation and HIPAA training to the FBI Participants regarding PBCFR facilities, policies, procedures, and protocols;
3. PBCFR shall continue to assume and maintain overall responsibility for the medical care of victims and patients encountered during provision of emergency services;
4. PBCFR understands that the FBI Participants are on-call 24 hours a day and must be available to respond, on behalf of the FBI, at all times. PBCFR therefore agrees to relieve

from duty or on-call status any FBI Participant upon notification that the FBI Participant must respond to FBI matters;

5. PBCFR will designate a person to act as liaison with the FBI for purposes of this MOU;
  6. PBCFR will not use the "Federal Bureau of Investigation," "FBI," or any related seal or insignia in any of its publications or advertising media;
  7. PBCFR reserves the right to deny clinical experience participation to any FBI Participant whose conduct or work is not in the best interests of PBCFR, provided that such denial does not violate any state or federal anti-discrimination laws and is otherwise lawful.
  8. PBCFR agrees to not compensate FBI Participants for their participation in clinical experiences and activities under this MOU.
- F. **Public Affairs:** Any media releases or statements regarding the training relationship described herein or incidents associated with the same, will be handled according to FBI procedures.
- G. **Liability:** The parties acknowledge that this MOU does not alter applicable law governing the potential liability of any party or employee or agent thereof. Each party shall be responsible for its own acts, omissions and negligence and that of its employees, officers and agents. Nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties hereto.
- H. **Term:** The effective date of this MOU is the date it is executed by the last signatory. The MOU will remain in effect for five (5) years unless sooner terminated by either party hereunder. PBCFR or the FBI may terminate the MOU at any time, with or without cause, with written notification to the other party.
- I. **Modifications or amendments:** Any modification or amendment to this MOU will not be in force unless and until such amendment is reduced to writing and signed by both parties.
- J. **Relationship Between the Parties:** This MOU and/or the participation of an FBI Participant in clinical experience hereunder is not intended to and shall not be construed to make an FBI Participant or any other FBI employee, agent or officer, an employee, agent, officer, intern or volunteer of PBCFR for any purpose whatsoever. FBI Participants shall not be compensated by PBCFR for clinical experience, or for any other activities conducted at PBCFR, or entitled to participate in any PBCFR employee benefit programs, including, but not limited to, workers' compensation, pension, health insurance, and professional liability insurance. The FBI Participants shall be current employees of the FBI and shall be considered on-duty and performing official duties with the FBI while participating in clinical experiences hereunder or otherwise at PBCFR. The FBI shall be solely responsible for compensating the FBI Participants and providing all employee benefits to the FBI Participants, including but not limited to

workers' compensation, pension, health insurance, and professional liability insurance, relating to their participation in clinical experiences hereunder or other activities or presence at PBCFR.

- K. **Records:** Both parties shall comply with Florida's Public Records Law. Should PBCFR be required by the State of Florida or any other governmental agency to submit any certificate, document or report related in any manner to the activities covered by this MOU, the FBI will cooperate and assist PBCFR with the preparation of such.
- L. **Nondiscrimination:** The FBI warrants and represents that throughout the term of the MOU, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the MOU.
- M. **Survivability:** Any provision of this MOU which by its language or its nature imposes an obligation of a continuing nature or extending beyond the term of this MOU, including but not limited to warranties and representations, and obligations relating to records, protected health information and liabilities, shall survive the expiration or earlier termination of this MOU.

By subscription of their signatures below, the parties acknowledge that they have read, understood, and will abide by the foregoing statements in this MOU.

**ATTEST:**

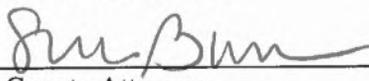
JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

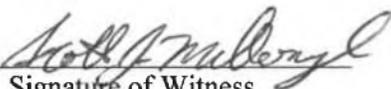
By:   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Fire Rescue

**ATTEST:**

MIAMI DIVISION OF THE FEDERAL  
BUREAU OF INVESTIGATION

By:   
Signature of Witness

By:   
George Piro, Special Agent in Charge

\_\_\_\_\_  
Print Name of Witness *SCOTT J. McDONOUGH*