

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	April 14, 2026	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire Rescue		

I. EXECUTIVE BRIEF


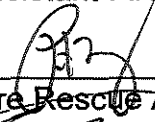
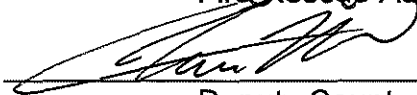
Motion and Title: Staff recommends motion to approve: a Clinical Affiliation Agreement (Agreement) with the United States Secret Service, Department of Homeland Security (Secret Service) for a period of ten (10) years commencing on April 14, 2026, through April 13, 2036.

Summary: This Agreement will allow Palm Beach County Fire Rescue (Fire Rescue) to provide pre-hospital Emergency Medical Services (EMS) clinical field experience to Secret Service employees who are assigned to duty with the Secret Service as an Emergency Medical Technician (EMT), an Advanced EMT or a Paramedic. Secret Service 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 by promoting the competence of said healthcare professionals and enhancing the working relationship between Fire Rescue and the Secret Service. The Agreement is for a period of ten (10) years and can be terminated by either party, with or without cause, with ten (10) days written notification to the other party. **Countywide (SB)**

Background and Justification: Clinical Experience is required for the Secret Service employees to fulfill training, certification, and/or qualification requirements. Fire Rescue is willing to provide the necessary facilities and personnel for these Secret Service employees to complete their clinical experiences.

Attachments:

- 1. Clinical Affiliation Agreement

Recommended by:		3.5.2026
	Assistant Fire Chief	Date
Approved by:		3.5.2026
	Fire Rescue Administrator	Date
Approved by:		3/17/26
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* 0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Does this item include the use of Federal Funds? Yes _____ No X
 Does this item include the use of State 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 this item

C. Departmental Fiscal Review: Sharon Burgess 3/5/26

III. REVIEW COMMENTS

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

Sharon Burgess 3/11/26
 OFMB
 MD 3/11
 JA 3/11

Sharon Burgess 3-12-26
 Contract Development and Control
 2/27 3-12-26

B. Legal Sufficiency

Sharon Burgess 3/17/26
 per Sharon Burgess
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Clinical Affiliation Agreement

- I. Parties:** The parties to this Clinical Affiliation Agreement (“Agreement”) are the United States Secret Service (“Secret Service”), Department of Homeland Security, and Palm Beach County, Florida, a political subdivision of the State of Florida, for its Fire Rescue Department, (“County” or “PBCFR”), by and through its Board of County Commissioners.
- II. Authority:** This Agreement is entered into pursuant to the Government Employees Training Act, Pub. L. No. 85-507, 72 Stat. 327 (July 7, 1958), codified at 5 U.S.C. § 4100, et seq., the associated regulations at 5 CFR Part 410, and 18 U.S.C. §§ 3056 and 3056A.
- III. Purpose:** The purpose of this Agreement is to set forth the terms by which PBCFR will provide pre-hospital Emergency Medical Services (EMS) clinical experiences for Secret Service employees who are assigned to duty with the Secret Service as an Emergency Medical Technician (“EMT”), an Advanced EMT, or a Paramedic (“Secret Service Participant(s)”), as clinical experience is required to fulfill training, certification, and/or qualification requirements. The parties hereby determine that providing said clinical experiences furthers the public health, safety and welfare by promoting the competence of said health care professionals and enhancing the working relationship between the parties.
- IV. Responsibilities Related to the Clinical Experience:** Regarding the provision of the clinical experience:
- a. The Secret Service agrees:
 1. To send Secret Service Participants to PBCFR, with the number of Secret Service Participants and dates in each group to be submitted in writing within seven days prior to the clinical experience desired. The Secret Service may detail the specific clinical experience desired with this notification, which must be consistent with the respective Secret Service Participants’ National Registry EMS certifications and authority to act in the State of Florida; however, the Secret Service understands that all clinical experiences, participation and supervision will be at the sole discretion of PBCFR. The Secret Service acknowledges that any patient may refuse to interact with Secret Service Participants.
 2. To notify PBCFR of any time changes necessary in clinical experience assignments.
 3. That Secret Service Participants are responsible for any necessary travel expenses incurred by Secret Service Participants getting to and from clinical experience assignments.
 4. That the Secret Service Participants will be active employees of the Secret Service and shall be considered on-duty with the Secret Service at all times during or related to clinical experiences or related activities hereunder. Secret Service

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 Secret Service policies, procedures, protocols, or Secret Service rules or regulations for the position to which a Secret Service Participant is assigned, the Secret Service Participant shall advise PBCFR and PBCFR reserves the right to deny the Secret Service Participant from participation hereunder if unable to comply with the policies, procedures, and protocols of PBCFR.

5. All Secret Service Participants will be a National Registry certified Emergency Medical Technicians-Basic, Advanced Emergency Medical Technician, or Paramedic, and fully qualified and legally authorized to engage in the clinical experiences hereunder. Before being scheduled for clinical experiences with PBCFR, each Secret Service Participant shall provide to PBCFR a copy of its current prehospital National Registry EMS certification. Secret Service Participants shall only engage in clinical experiences that are consistent with their respective National Registry EMS certifications and authority to act in the State of Florida.
6. For use during clinical experiences, Secret Service Participants shall wear appropriate attire, and have in their possession a 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 Secret Service in accordance with 29 CFR 1910.134, Occupational Safety & Health Administration, to protect against airborne pathogens. The Secret Service agrees to comply with all federal occupational safety and health laws and regulations applicable to Secret Service employees' use of PPE. PBCFR assumes no responsibility for providing any equipment to Secret Service Participants, including a stethoscope and PPE, nor for assessing or assuring that such is properly fitted and used.
7. The Secret Service shall require and ensure that Secret Service Participants maintain the confidentiality of, and shall not retain or disclose including to the Secret Service, personally identifying information or protected health information encountered during or relating to the clinical experiences hereunder or the provision of emergency services on behalf of PBCFR. Secret Service Participants shall complete a HIPAA training program provided by PBCFR, comply with PBCFR's HIPAA policies, and execute PBCFR's HIPAA confidentiality form, attached hereto as Exhibit A.
8. The Secret Service represents and warrants that, to the best of its knowledge, it and any of the Secret Service 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.

- b. PBCFR agrees to provide Secret Service Participants with clinical experiences, and within that frame of reference and as practical within the sole discretion of PBCFR:
 1. To make emergency medical transport units available for clinical experiences.
 2. To allow Secret Service Participants to participate in patient centered care under the supervision and control of PBCFR paramedic personnel designated by PBCFR, who will always be the primary caregivers.
 3. To allow the Secret Service Participant to observe and participate in conferences or discussions for the purpose of administering better patient care.
 4. PBCFR reserves the right to deny clinical experience participation to any Secret Service Participant whose conduct or work is not in the best interests of PBCFR.
 5. To provide first aid medical care for minor illnesses of Secret Service Participants, just as it would provide such care to members of the public under its jurisdiction, until the Secret Service Participants can be transferred to a designated hospital for continuing care if deemed warranted by PBCFR.
- c. The Secret Service and PBCFR mutually agree:
 1. That Secret Service Participants shall be subject to the following obligations:
 - i. Secret Service Participants will at all times present in a professional demeanor in terms of timeliness, manner, dress, and cooperative spirit while in the clinical setting.
 - ii. Secret Service Participants will wear the uniform assigned by the Secret Service and will be responsible for maintaining their uniform.
 - iii. Secret Service Participants will provide their own stethoscope, penlight, scissors, and other authorized diagnostic equipment.
 - iv. Secret Service Participants will keep confidential any information entrusted to them by a patient unless it would be beneficial to the patient's treatment or disclosure is directed by PBCFR or required by law; then this information must be channeled through the proper authorities at PBCFR.
 - v. Secret Service Participants will use the information gained from the conferences or discussions about patients only in maintaining or administering better patient care.

2. Each party shall designate liaison personnel to oversee the operation and implementation of a clinical experience pursuant to this Agreement.
3. Each party shall comply with their obligations, as applicable, under the Privacy Act of 1974 and/or the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time ("HIPAA") and the federal Privacy Rule, concerning the use and disclosure Protected Health Information ("PHI") as that term is defined in HIPAA.

V. Points of Contact

Secret Service ATSAIC Michael Hackney
Presidential Protective Division
United States Secret Service
Department of Homeland Security
Michael.Hackney@uss.s.dhs.gov
(513) 430-1991

PBCFR Phillip Olavarria
Division Chief of Medical Services
405 Pike Road
West Palm Beach, FL, 33411
(561) 616-6938

VI. General Provisions

VII. Liability: The Secret Service is a self-insured entity of the Federal government. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680. This Agreement does not constitute an indemnification agreement by either party. As such, each party shall remain responsible for its own acts, omissions, and negligence, and that of its employees, officers and agents, to the extent permitted by law. This Agreement 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.

Nothing in this Agreement is intended to waive any rights, claims, or defenses that either party may be entitled to under the FTCA or applicable state law. Likewise, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or government that may apply.

VIII. Relationship Between the Parties: It is expressly understood and agreed that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the Secret Service and PBCFR. Furthermore, the participation of a Secret Service Participant in a clinical experience pursuant to this Agreement shall not create an employment relationship between the Secret Service Participant and PBCFR. Neither Secret Service Participants,

nor any other Secret Service employee, agent or officer, shall be compensated by PBCFR for clinical experiences or 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, as a result of their participation. The Secret Service Participants, and any other Secret Service employees, agents and officers, will be current employees of the Secret Service and shall be considered on-duty and performing official duties with the Secret Service while participating in a clinical experience or otherwise engaging in activities or present at PBCFR. Neither this Agreement, nor the clinical experiences or any related activities, shall be construed to make a Secret Service Participant or any other Secret Service employee, agent or officer, an employee, agent, officer, intern or volunteer of PBCFR for any purpose whatsoever. The Secret Service shall be solely responsible for compensating and providing all employee benefits, including but not limited to workers' compensation, pension, health insurance, and professional liability insurance, to Secret Service Participants, and any other Secret Service employees, agents and officers, relating to their participation in clinical experiences hereunder or other activities or presence at PBCFR.

- IX.** *Effect of Provisions:* If any term or provision of this Agreement is unlawful or requires approval under any federal, state, or local law or regulation, that term or provision shall be void as between the parties unless and until it receives necessary approval. The remaining terms and provisions of the Agreement shall be valid and enforceable between the parties to the extent practicable.
- X.** *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 Agreement, the Secret Service shall cooperate and assist PBCFR with the preparation of such, to the extent such record or information is not otherwise protected from release by federal law or regulation.
- XI.** *Nondiscrimination:* The Secret Service warrants and represents that throughout the term of the Agreement, 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, or genetic information and will comply with all applicable anti-discrimination laws. Failure to meet this requirement shall be considered default of the Agreement.
- XII.** *Survivability:* Any provision of this Agreement which by its language or its nature imposes an obligation of a continuing nature or extending beyond the term of this Agreement, 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 Agreement.
- XIII.** *Funding:* Each party shall bear its own costs in relation to this Agreement. Expenditures

by each party shall be subject to its annual budgetary processes and to the availability of funds and resources pursuant to applicable law, regulations, and policies. No provision of this Agreement shall be interpreted to require obligation, commitment, or payment of funds in violation of the Antideficiency Act, 31 U.S.C. § 1341, or the purpose statute, 31 U.S.C. § 1301(a).

- XIV.** The parties will work in good faith to resolve any disagreements between the parties arising under or relating to this Agreement.
- XV. Effective Date & Duration:** This Agreement shall take effect on the date that the last signatory approves the Agreement and shall remain in effect for ten (10) years unless sooner terminated in accordance with the *Modification & Termination* provision below.
- XVI. Modification & Termination:** This Agreement may be modified at any time by a written mutual agreement duly approved by both parties. The Agreement may be terminated, with or without cause, by either party upon ten (10) days written notification of the party's desire to terminate this Agreement. The parties will further endeavor to review this Agreement on an annual basis.

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**Palm Beach County Fire Rescue
Health Insurance Portability and Accountability Act (HIPAA)
Policy on Confidentiality of Patient Information
(Clinical Experience Participant)**

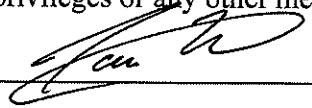
Given the nature of our work, it is imperative that Palm Beach County Fire Rescue maintains the confidentiality of patient information that we receive during the course of our work.

As a participant in clinical experiences with Palm Beach County Fire Rescue, I understand that Palm Beach County Fire Rescue provides medical and other services to patients that are private and confidential and that I must respect the privacy rights of patients. I understand that patients' personal information may exist in a variety of forms such as oral, written, electronic or photographic and that all such information is strictly confidential and protected by federal and state laws.

I agree that I will comply with all confidentiality policies and procedures of Palm Beach County Fire Rescue during and after my clinical experience time with Palm Beach County Fire Rescue. I shall not use, retain, copy, or disclose any patient information for any purpose or to any person or entity except to Palm Beach County Fire Rescue for treatment or training purposes, as applicable, or otherwise as approved by the Palm Beach County Fire Rescue HIPAA Compliance Officer, or as required by law.

Any information that I report to my employer or EMT/Paramedic school program, if I am a student, shall be de-identified in accordance with HIPAA regulation 45 CFR 164.514, including redaction of all identifiers listed therein as well as any narrative details that could be used to identify an individual. If I, at any time, knowingly or inadvertently breach patient confidentiality, I shall not use or further disclose the information, and shall immediately notify the Palm Beach County Fire Rescue HIPAA Compliance Officer and return the information to the HIPAA Compliance Officer without retaining any copies. In addition, I understand that a breach of patient confidentiality may result in the immediate termination of my privileges to participate in clinical experiences with Palm Beach County Fire Rescue.

I acknowledge that I have reviewed and received training in, and I understand and shall comply with, the patient confidentiality policies and requirements of Palm Beach County Fire Rescue and the Health Insurance Portability and Accountability Act. I agree to abide with all requirements and direction given to me by Palm Beach County Fire Rescue regarding confidential patient information or be subject to revocation of clinical privileges or any other membership or association with Palm Beach County Fire Rescue.

Signature:  Date: 3/17/26

Name (Printed): Tomasa Nardocci

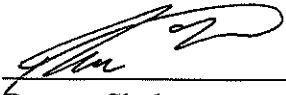
Affiliation: United States Secret Service
(Name of EMT/Paramedic school or Public Safety employer)

XVII. Approvals

ATTEST:

MICHAEL A CARUSO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER


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


By: 
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Fire Rescue

ATTEST

AJROSENBLU Digitally signed by
AJROSENBLUM
Date: 2026.02.17 12:01:53
-05'00'
By: M
Signature of Witness
Andrew Rosenblum
Print Name of Witness

United States Secret Service:

By: **mjstrauss** Digitally signed by mjstrauss
Date: 2026.02.17 09:46:08
-05'00'
Matthew Strauss Date
Division Chief (Acting)
Operational Medicine Division
United States Secret Service
Department of Homeland Security