



Office of the Chief MEMORANDUM

DATE: December 20, 2018

TO: Board of Fire Commissioners

FROM: Brian Gorski, Fire Chief ^{BG}

RE: **EMS Memorandum of Understanding**

BACKGROUND:

Back in the late 80's, the State of Florida Bureau of EMS adopted language in Florida Statute 401 that pertained to all licensed EMS providers that utilize first responders on EMS incidents must take all reasonable efforts to enter into a memorandum of understanding (MOU) over the roles and responsibilities of the First Responder Agency on EMS incidents.

One of the main reasons for adopting this language into F.S. 401 was to provide coordination and standardization of care being rendered. Back in the 80's counties in southwest Florida that operated EMS transport service were having numerous problems with some of their volunteer fire agencies and the Bureau of EMS had to step in a few times to resolve the issues and in doing so came up with MOU concept and did create a template for use statewide.

Florida law defines "first responder agency" as a law enforcement agency, fire service agency not licensed under Florida law as an EMS provider, lifeguard agency or any volunteer organization that renders, as part of its routine functions, on-scene patient care before the arrival of the licensed EMS provider.

This MOU is to include level of training for the first responder, dispatch procedures, first responder qualifications and training, roles and responsibilities of the first responder at an emergency scene before arrival of licensed EMS provider, assessment and treatment by a first responder, documentation of assessment and treatment and equipment/supplies carried by a first responder.

When the MOU is adopted it places everyone including the licensed EMS provider on the same page, utilizing a standard set of protocols, equipment/supplies and this produces seamless patient care and everyone works together as a Team and it significantly reduces the risk of liability for the first responder agency, licensed EMS provider and Medical Director.

Back in December 2012 shortly after being hired by you all, I asked to see the MOU between the fire agencies and EMS and I was shocked to hear that none existed. At the Fire Chief's meeting I asked why and I was told that they could not get agreement among the various agencies including EMS.

In addition to this, I learned that all the fire agencies do respond to EMS calls as a first responder and there was no standardized treatment protocols and equipment/supplies being used varied among the fire agencies. So fire agencies were responding to medical calls with no guidelines or medical direction. When I heard this, a HUGE RED FLAG was raised by me, the liability risk was HUGE.

A few fire agencies did have some protocols written by Dr. Soler and these were old and others were basically following nothing other than what they were trained to do in school and to make the risk even more significant, Manatee County EMS and the County Medical Director were aware of this and allowed this to occur.

After learning of this for our County, I immediately arranged meetings with all of the fire agencies, EMS and the County Medical Director to discuss this issue and I used my experience in medical malpractice and EMS Law to explain this HUGE risk that is out there and explained to everyone how we can all minimize our risk by working together in the development of an MOU, utilizing the Medical Director's Treatment Protocols and standardize equipment/supplies to be carried by a fire agency.

Everyone agreed and here we are five (5) years later and we have an agreement that we have 100% support from all of the fire agencies, EMS and the Medical Director including the county attorney and all of the fire agencies attorneys.

RECOMMENDATION:

Staff is recommending that you all approve this MOU. The MOU will require the Chair's signature as well as our Secretary.

During the months of December 2018 and January 2019, all fire agencies will ratify this MOU with their respective Boards. I will then collect the signature pages from each agency and insert them into an original MOU and then take this to Chief DiCicco for final ratification at the February 12, 2019 Manatee County Commission meeting.

I will then have County Board Records certify 15 complete copies, one for each fire agency, Board Records, EMS and the Medical Director.

Attachment: Memorandum of Understanding
Florida Statute 401.435

Memorandum of Understanding
Between
Manatee County and
The Fire Agencies of Manatee County

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and among Manatee County, a political subdivision of the State of Florida, as the licensed emergency medical service (EMS) provider within Manatee County (hereinafter referred to as "Manatee County EMS"), and North River Fire District, Southern Manatee Fire Rescue District, West Manatee Fire & Rescue District, East Manatee Fire Rescue District, Parrish Fire District, Cedar Hammock Fire Control District, Duette Fire & Rescue District, Trailer Estates Fire Control District, Myakka City Fire Control District, City of Bradenton Fire Department (hereinafter collectively referred to as the "Fire Agencies").

WITNESSETH

WHEREAS, the Florida Legislature has determined that the interest of public safety will be served by cooperation between first responder agencies and EMS licensees serving the public in the same territory; and

WHEREAS, Section 401.435(2), Florida Statutes (F.S.), requires first responder agencies to take all reasonable efforts to enter into an MOU with EMS licensees operating within the same territory; and

WHEREAS, the Manatee County Department of Public Safety is licensed by the Florida Department of Health to provide basic life support and advanced life support services under Chapter 401, F.S., within Manatee County; and

WHEREAS, the purpose of the MOU is to establish dispatch protocols, the roles and responsibilities of first responder personnel at an emergency scene, the documentation required for patient care rendered, and medical equipment requirements; and

WHEREAS, Section 401.435(2), F.S., defines "first responder agency" to include a fire service agency that is not licensed under Part III of Chapter 401, F.S.; and

NOW, THEREFORE, Manatee County EMS and the Fire Agencies, in consideration of the mutual covenants contained herein, do hereby agree as follows:

I. Definitions. For the purpose of this MOU, the following terms shall have the meanings set forth below:

1. ***Automatic External Defibrillator (AED)*** – means a device as defined in

Section 768.1325(2)(b), F.S.

2. **Dispatch Center** - means an emergency communications center responsible for processing 9-1-1 calls for emergency medical assistance and dispatching emergency medical services in response to a medical emergency in Manatee County.
3. **Fire Agency** - means one of the ten (10) Fire Agencies operating in Manatee County that is a party to this MOU.
4. **Emergency Medical Responder** - means an individual with the knowledge and skills necessary to provide immediate lifesaving care to critical Patients who access the emergency medical services system while waiting for additional EMS resources to arrive.
5. **Firefighter** - means an employee or volunteer of a Fire Agency, who holds a current and valid Firefighter Certificate of Compliance or Special Certificate of Compliance issued by the State of Florida, Division of State Fire Marshal under Section 633.408, F.S.
6. **First Responder** - means an individual who has successfully completed and maintains certification as an Emergency Medical Technician, as defined by Section 401.23(11), F.S., or a Paramedic, as defined by Section 401.23(17), F.S., or an Emergency Medical Responder, approved by the United States Department of Transportation or the State of Florida to render initial care to an ill or injured person, but who does not have the primary responsibility of treating and transporting ill or injured persons.
7. **Infection Control Kit** - means a kit containing barrier protection items required by the OSHA Bloodborne Pathogens Standard, defined below.
8. **Landline** - means a telephone, cellular or wired, capable of accessing the Manatee County 9-1-1 system.
9. **OSHA Bloodborne Pathogens Standard** - means 29 C.F.R. Part 1910.1030, as amended pursuant to the 2000 Needlestick Safety and Prevention Act, which prescribes safeguards to protect workers against health hazards related to bloodborne pathogens and mandates provisions for exposure control plans, engineering and work practice controls, hepatitis B vaccinations, hazard communication and training, and recordkeeping. The standard requires recordkeeping, development of an Infection Control Plan, understanding universal precautions, housekeeping guide, development of engineering and work practice controls, personal protective equipment, hepatitis B vaccination, employee education and training, post exposure evaluation and follow-up treatment.

10. **Patient** – Any individual: (i) who calls “9-1-1” for themselves, (ii) with an injury or illness, (iii) with a medical or traumatic complaint, (iv) with an altered mental status, (v) who experienced any loss or altered level of consciousness, (vi) who requires medical personnel to come in direct contact to assist (e.g., lift assist, transfer), or (vii) whom law enforcement requests Fire/EMS to evaluate.
11. **Patient Care Report or Record (PCR)** – means the record used to document Patient care, treatment and/or transport activities and that at a minimum includes the information required by the Florida Department of Health as set forth in Rule 64J-1.001, Florida Administrative Code (F.A.C.). For every Patient contact, all applicable information obtained or related to a Patient’s assessment and/or treatment prior to the arrival of the transport unit’s crew assuming responsibility of the Patient will be documented on the Fire Agencies’ Patient Care Report.
12. **Primary Assessment** - means the initial Patient evaluation taught in an Emergency Medical Responder or Emergency Medical Technician Course, which determines the Patient's level of consciousness, presence of spontaneous respirations, presence of pulse, and general condition of the Patient.
13. **Protocols** – means a set of medical treatments and procedures developed by the Manatee County Emergency Medical Services Medical Director, also known as the Manatee County EMS System Community Protocols Standards and Practice for the assessment and treatment of Patients in Manatee County.
14. **Radio** - means a transceiver, VHF, UHF, 700 MHz (P25) or 800-MHz, capable of transmitting to and receiving information from Dispatch.

II. First Responder Qualifications and Training Requirements

1. To be eligible to perform as a First Responder under this MOU, an individual must:
 - a) hold a valid Emergency Medical Responder Course certification or be currently licensed as an Emergency Medical Technician or Paramedic in the State of Florida,
 - b) be trained in the OSHA Bloodborne Pathogens Standard and the latest edition of the Protocols as approved by the Medical Director,
 - c) maintain all required certifications in accordance with Chapter 401, F.S. and Chapter 64J, F.A.C., and

- d) if using an AED, successfully complete the American Heart Association (AHA) Basic Life Support (BLS) for Healthcare Providers Course or the equivalent, and complete a refresher course and examination every two (2) years at his/her own expense.
2. Each Fire Agency agrees to:
 - a) develop and maintain an Exposure Control Plan and Infection Control Plan, in accordance with the OSHA Bloodborne Pathogens Standard,
 - b) require First Responders that perform work on its behalf to attend and successfully complete in-service training programs in conjunction with Manatee County EMS, and
 - c) maintain records of all certifications for First Responders that perform work on its behalf for at least five (5) years, and make such records available for inspection, upon request.
 3. The parties to this MOU agree to notify one another when training opportunities occur which may be of mutual interest.

III. Dispatch Procedure

1. The Dispatch Center is responsible for receiving and handling all 9-1-1 calls, processing the information for dispatch to the appropriate agencies, dispatching appropriate EMS and/or Fire Agencies, and handling all other agency requests.
2. The Dispatch Center provides dispatch services for Manatee County EMS and the Fire Agencies utilizing the county-owned Radio system. Fire and EMS units may also be informed of call assignment by a variety of other notification methods supported by computer-aided dispatch (CAD), including automatic text pages, pulse point, rip n run printers, in-vehicle mobile data terminals, and an approved station alert system.
3. The Dispatch Center utilizes a CAD system, that enhances the processing and dispatching of Fire and EMS units to calls for service.
4. Fire Agency personnel/units are dispatched to medical emergencies, along with Manatee County EMS, based upon the specific nature of the event, as determined by CAD protocols. Each Medical Priority Dispatch System (MPDS) subtype is assigned a standard response (i.e., always respond fire; respond fire if EMS has an extended response; or no fire response).

5. Any First Responder arriving first at a scene where a medical emergency is suspected or confirmed will relay Patient status information directly to the responding EMS unit via Radio, or to the Dispatch Center via Landline if Radio communications are not possible.
6. First Responders will communicate with Manatee County EMS on a frequency and in Radio language which complies with current local practice and Federal Communications Commission mandates. All communications will be done in compliance with the Florida EMS Communications Plan.

IV. Roles and Responsibilities of First Responders at Medical Emergencies before the arrival of EMS

1. Upon arrival at an emergency scene, First Responders shall be responsible for:
 - a) Assessing scene safety, determining whether it is feasible to enter any buildings or structures and conducting initial crowd control, if necessary;
 - b) Performing Primary Assessment, treatment and/or resuscitation of Patient(s) on the scene in accordance with the current version of the Protocols and universal precautions; and
 - c) Extricating Patient(s) from entrapment or from a dangerous environment, if necessary.
2. First Responders shall take appropriate barrier precautions prescribed by the OSHA Bloodborne Pathogens Standard whenever exposure to blood or body fluids is likely.
3. The First Responder shall perform a Primary Assessment. As defined by the Protocols, stabilization of the cervical spine shall be undertaken when the mechanism of injury reasonably suggests the possibility of cervical injury. When in doubt, stabilize the cervical spine. Initiate BLS in accordance with the most current standards promulgated by the AHA when indicated and other BLS treatments as outlined in the latest edition of the Protocols.
4. In accordance with the Protocols and with the most current AHA, apply and activate an AED for all Patients suffering from sudden cardiac arrest.
5. First Responders will assist, support, and cooperate with Manatee County EMS personnel. Upon arrival of the Paramedic from Manatee County EMS, the First Responder of the Fire Agency will transfer care of the Patient to the Manatee County Paramedic in Charge (PIC). At that time the Manatee County Charge Paramedic will take responsibility for the Patient's continued care, treatment and the transportation of the Patient.
6. In the event of a prolonged extrication process, if the Manatee County PIC

needs to assess the Patient and/or perform an Advanced Life Support (ALS) procedures, the Manatee County PIC will be allowed access to the Patient. If at any time that the Manatee County PIC sees something that could compromise the Patient during the extrication process, the PIC can stop the process until the PIC determines the problem has been resolved.

7. In the event that a scene is declared to be unsafe by a Safety Officer in which a Patient(s) is(are) located, before entry is made to gain access to the Patient(s), the scene needs to be declared safe by the Safety Officer before Fire Agency and Manatee County EMS personnel are allowed to enter in their agency protective gear. If the atmosphere is declared to be unsafe by a Safety Officer, no entry is made until all entry personnel are utilizing a self-contained breathing apparatus while positive ventilation is occurring.

V. Documentation of Patient Care

1. First Responders, if on scene first, shall make an attempt to provide available Patient information, assessment and treatment information on the Fire Agency Patient Care Report (PCR) for each Patient attended. Such PCRs shall be maintained by the Fire Agency and made available to Manatee County EMS upon request.
2. The Fire Agencies shall have policies and procedures to ensure that each PCR is legible, complete, and signed by the First Responder providing Patient care for all Patients. All Patient care documentation shall be in accordance to the Manatee County EMS System Community Policy titled "Documentation of a Patient Care Report" as approved by the Medical Director.
3. The Fire Agencies shall provide Manatee County EMS the names of the Fire Agency personnel that provided the assessment and treatment of Patient(s), upon request.
4. The Fire Agencies shall maintain all PCRs in accordance with the records retention laws of Florida.

VI. Equipment Requirements

1. The Fire Agencies shall establish policies and procedures to regularly check all medical equipment to ensure its readiness for emergency use. Fire Agencies shall be responsible for testing and maintaining all medical equipment in accordance with the manufacturer's policies and guidelines.
2. The equipment and supplies carried, as determined by a Fire Agency, will be in accordance to the most current Protocols as approved by the Manatee County Medical Director.

VII. Responsibility for Implementation

1. The responsibility for implementation of this MOU rests with the Chiefs of the Fire Agencies and the Director of Public Safety.
2. The Fire Agencies will initiate this First Responder MOU upon signature of this MOU and may be terminated upon thirty (30) days written notice of either party to the other.
3. The parties will collaborate to develop Manatee County EMS System Community Protocols.
4. Pursuant to Section 401.435(2), F.S., this MOU must be filed with the Department of Health, Office of Emergency Medical Services, 4052 Bald Cypress Way, Bin C18, Tallahassee, Florida 32399, where it will be retained as part of Manatee County EMS's overall file.

MANATEE COUNTY

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: _____
Deputy Clerk

NORTH RIVER FIRE DISTRICT

NORTH RIVER FIRE DISTRICT,
An independent special fire control district
located in Manatee County, Florida

Attest: _____
Secretary/Treasurer

By: _____
Chairman, Board of Fire Commissioners

Date: _____

SOUTHERN MANATEE FIRE RESCUE DISTRICT

SOUTHERN MANATEE FIRE RESCUE DISTRICT,

An independent special fire control district located in Manatee County, Florida

Attest: _____
Secretary/Treasurer

By: _____
Chairman, Board of Fire Commissioners

Date: _____

WEST MANATEE FIRE & RESCUE DISTRICT

WEST MANATEE FIRE & RESCUE DISTRICT,
An independent special fire control district
located in Manatee County, Florida

Attest: _____
Secretary/Treasurer

By: _____
Chairman, Board of Fire Commissioners

Date: _____

EAST MANATEE FIRE RESCUE DISTRICT

EAST MANATEE FIRE RESCUE DISTRICT,
An independent special fire control district
located in Manatee County, Florida

Attest: _____
Secretary/Treasurer

By: _____
Chairman, Board of Fire Commissioners

Date: _____

PARRISH FIRE DISTRICT

PARRISH FIRE DISTRICT,
An independent special fire control district
located in Manatee County, Florida

Attest: _____
Secretary/Treasurer

By: _____
Chairman, Board of Fire Commissioners

Date: _____

CEDAR HAMMOCK FIRE CONTROL DISTRICT

CEDAR HAMMOCK FIRE CONTROL DISTRICT,

An independent special fire control district located in Manatee County, Florida

Attest: _____
Secretary/Treasurer

By: _____
Chairman, Board of Fire Commissioners

Date: _____

DUETTE FIRE & RESCUE DISTRICT

DUETTE FIRE & RESCUE DISTRICT,
An independent special fire control district
located in Manatee County, Florida

Attest: _____
Secretary/Treasurer

By: _____
Chairman, Board of Fire Commissioners

Date: _____

TRAILER ESTATES FIRE CONTROL DISTRICT

TRAILER ESTATES FIRE CONTROL DISTRICT,

An independent special fire control district located in Manatee County, Florida

Attest: _____
Secretary/Treasurer

By: _____
Chairman, Board of Fire Commissioners

Date: _____

MYAKKA CITY FIRE CONTROL DISTRICT

MYAKKA CITY FIRE CONTROL DISTRICT,
a dependent fire district located in
Manatee County, Florida

Attest: _____
Secretary/Treasurer

By: _____
Chairman, Board of Fire Commissioners

Date: _____

CITY OF BRADENTON FIRE DEPARTMENT

CITY OF BRADENTON,
City of Bradenton Fire Department
located in Manatee County, Florida

Attest: _____
City Clerk & Treasurer

By: _____
Mayor, City of Bradenton

Date: _____

Select Year:

The 2018 Florida Statutes

[Title XXIX](#)
PUBLIC
HEALTH

[Chapter 401](#)
MEDICAL TELECOMMUNICATIONS AND
TRANSPORTATION

[View Entire
Chapter](#)

401.435 First responder agencies and training.—

(1) The department must adopt by rule the United States Department of Transportation Emergency Medical Services: First Responder Training Course as the minimum standard for first responder training. In addition, the department must adopt rules establishing minimum first responder instructor qualifications. For purposes of this section, a first responder includes any individual who receives training to render initial care to an ill or injured person, other than an individual trained and certified pursuant to s. [943.1395\(1\)](#), but who does not have the primary responsibility of treating and transporting ill or injured persons.

(2) Each first responder agency must take all reasonable efforts to enter into a memorandum of understanding with the emergency medical services licensee within whose territory the agency operates in order to coordinate emergency services at an emergency scene. The department must provide a model memorandum of understanding for this purpose. The memorandum of understanding should include dispatch protocols, the roles and responsibilities of first responder personnel at an emergency scene, and the documentation required for patient care rendered. For purposes of this section, the term “first responder agency” includes a law enforcement agency, a fire service agency not licensed under this part, a lifeguard agency, and a volunteer organization that renders, as part of its routine functions, on-scene patient care before emergency medical technicians or paramedics arrive.

History.—s. 24, ch. 92-78; s. 11, ch. 95-408.