

AGREEMENT

Pediatric Transport Services

LEE MEMORIAL HEALTH SYSTEM
And
LEE COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement is made between Lee County Board of County Commissioners, more specifically Emergency Medical Services hereinafter referred to as "LCEMS", and Lee Memorial Health System, hereinafter referred to as the "LMHS", as follows:

1. Recitals.

This Agreement provides the terms under which LCEMS will serve as the primary provider of pediatric transports for The Children's Hospital of Southwest Florida. LMHS will provide on-site educational experiences for LCEMS' personnel who will be participating in the transport of pediatric patients. The parties agree that LCEMS personnel require specialized training, through a pediatric clinical rotation, prior to engaging in the pediatric transport program.

2. LCEMS' Responsibilities.

- a. LCEMS shall provide transportation services for pediatric patients, using LCEMS vehicles, personnel and equipment, adequate and appropriate for such transport.
- b. The LCEMS shall place designated personnel at LMHS to obtain on-site educational experiences in the care and treatment of pediatric patients during transport. Only those personnel who have a satisfactory work performance record and have met the minimum requirements established by LCEMS and LMHS shall be placed in the training program.
- c. LMHS shall provide the pediatric clinical rotation opportunities, objectives, selected course outlines, program policies, evaluation forms, and other related materials to LMHS pediatric transport.
- d. The LCEMS shall advise LCEMS personnel of their responsibilities regarding participation in, and successful completion of, the pediatric clinical rotation program at the LMHS.
- e. LCEMS personnel shall abide by the Lee County EMS Medical Treatment Guidelines unless specifically amended by either mutually agreed to protocols of the

LCEMS and LMHS Medical Directors designed to guide the treatment and transportation of the patients identified within the scope of this agreement, or the on-line / off-line medical direction received from the attending LMHS specialty physician(s) overseeing care orders for patient treatment during a specified transport.

- f. The LCEMS shall, during the term of this Agreement, maintain in full force and effect liability insurance or a program of self-insurance, including coverage for its personnel participating in the transport program, at least equivalent to the loss limits established by the Florida Waiver of Sovereign Immunity Act, section 768.28, F.S.; and Workers' Compensation Insurance, when required by law, with limits as required by law. The parties agree that this paragraph shall not waive sovereign immunity of the County, nor waive the benefits of Section 768.28 and 335.055, F.S., or any similar provision. The parties shall be liable for their own employees', officers and agents actions, which may result in claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission in performing duties under this agreement. Upon execution of this agreement LCEMS shall provide LMHS proof of insurance.
- g. LCEMS personnel shall not be considered employees of LMHS, nor shall LMHS personnel be considered employees of LCEMS.

3. **LMHS Responsibilities.**

- a. LMHS shall be responsible to contact LCEMS when the transportation of a pediatric patient is necessary, and have the patient prepared and ready for transport in terms of any and all clinical support supplies, medications and any special equipment, when the patient is being transported from an LMHS facility to another facility.
- b. When a pediatric patient is being transported to an LMHS facility from another facility, LMHS shall ask the sending facility to provide required supplies, medications, and special equipment. If the sending facility indicates that it will not provide them, LMHS shall be responsible to see that the transport vehicle is stocked with the same prior to initiating the transport.
- c. LCEMS shall be responsible to see that all authorizations for transport to and from LMHS, as may be required by the Florida Access to Emergency Services Act and the

Emergency Medical Treatment and Active Labor Act have been given and documented.

- d. LMHS shall provide a copy of all pertinent medical records to accompany the patient to the patient's destination, when the patient is being transported from a LMHS facility to another facility.
- e. LMHS shall provide the described training program on its premises, using its personnel as instructors and advisors, and shall keep the LCEMS informed with regard to the level of performance of its personnel participating in the pediatric clinical rotation.

4. **Discrimination.**

The parties hereto agree and acknowledge that no person will be unlawfully discriminated against on account of race, creed, color, national origin, sex, age, marital status or disability.

5. **Unsatisfactory LCEMS Employee Performance.**

- a. LCEMS shall not assign or shall reassign any of its employees whom LMHS requests not be involved in the pediatric transport program.
- b. Any LCEMS employee who does not satisfactorily complete the pediatric transport training program or any portion thereof may repeat the course with the written approval of both the LMHS and the LCEMS. Failure to satisfactorily complete the program a second time shall disqualify the employee from participating in the transport program.

6. **Entire Agreement.**

This instrument contains the entire agreement between the parties and may be amended only upon the mutual written consent of the parties. Waiver of any term of this Agreement shall not constitute a continuing waiver of that term, nor a waiver of the Agreement as a whole, or any other term.

7. **Severability.**

If any provision of this Agreement or the application thereof to any person or circumstance

is found to be illegal, invalid or void by a court of competent jurisdiction under any applicable law, it shall be severable, the remaining provisions of this Agreement shall not be impaired, and the Agreement shall be interpreted as far as possible so as to give effect to its stated purpose.

8. **Headings.**

The headings used in this Agreement are inserted for ease of reference only.

9. **Governing Law.**

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the state of Florida, and the venue for any action hereon shall be in Lee County, Florida.

10. **Successors and Assigns.**

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, legal representatives, and subcontractors.

11. **Independent Contractors.**

The parties hereto, in the performance of this Agreement, are acting in their individual capacities and not as agents, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employers or agents of the other party for any purpose whatsoever.

12. **Effective Date: Term.**

This Agreement shall be effective on the date when it has been fully executed by both parties and shall continue thereafter until _____, unless sooner terminated on 90 days' advance written notice by either party to the other.

13. **Counterparts.**

This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties, by and through their duly-authorized representatives, have executed this Agreement on the date(s) below written.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____

BY: _____

ATTEST:

LEE MEMORIAL HEALTH SYSTEM

BY: Kathy Budge Liles
RN, MS, CNAAP, BC

BY: M. J. [Signature]
ADMINISTRATOR, TCH

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY'S OFFICE