



**APPLICATION FOR A CERTIFICATE OF  
PUBLIC CONVENIENCE AND NECESSITY FOR  
AMBULANCE AND FIRE/RESCUE SERVICES**

**RECEIVED**

DATE: 01-16-2024

DATE: 2/22/2024  
INITIALS: [Signature]

PROPOSED DATE OPERATIONS WILL BEGIN: 07-01-2024

**SECTION I**

1. NAME OF SERVICE: RITE WAY BLS SERVICES, INC.

2. ADDRESS OF OWNER (INCLUDE COUNTY): 11245 TUSCARORA LANE MINNEOLA, FL 34715

3. ADDRESS OF OPERATOR (IF DIFFERENT THAN ABOVE):

4. CONTACT INFORMATION:

BUSINESS PHONE 352-989-6622

MOBILE PHONE 352-989-6622

EMAIL RITEWAYBLS@YAHOO.COM

5. OWNERSHIP TYPE:

- PRIVATE CORPORATION
  GOVERNMENT AGENCY
  OTHER

6. LEVEL OF SERVICE REQUESTED (MAY REQUEST MULTIPLE):

- BLS NON-TRANSPORT
  BLS TRANSPORT
- ALS NON-TRANSPORT
  ALS TRANSPORT
- INTERFACILITY TRANSPORT (ALS AND BLS)
- PREHOSPITAL AIR AMBULANCE

7. CORPORATE OFFICERS, CONTROLLING SHAREHOLDERS, AND DIRECTORS:

NAME	ADDRESS	POSITION
NADIA SAMSINGH	1017 Osprey Cove Cir Groveland	DIRECTOR
REINIER SAMSINGH	FL 34736	DIRECTOR
FATIMA CHARRAN	11245 Tuscarora Ln Minneola	DIRECTOR
	FL 34715	

8. DESCRIBE THE PROPOSED GEOGRAPHIC AREA OR AREAS TO BE COVERED BY YOUR SERVICE:

CHECK IF SUBMITTED AS AN ATTACHMENT

Orange County.  
 Already established in Lake County with COPCN and state license.

**9. PROVIDE A STATEMENT DESCRIBING HOW THE PROPOSED SERVICE WILL BENEFIT THE POPULATION OF THE PROPOSED GEOGRAPHIC AREA TO BE SERVED:**

**CHECK IF SUPPLIED AS AN ATTACHMENT**

Rite Way BLS Services is a agency primary dedicated to the hospice clintele. The reason for the COPCN is to provide unparallel care with oxygen to the counties most vulnerable patients.

**10. PROVIDE A STATEMENT SHOWING HOW THE APPLICANT PLANS TO STAFF THE PROPOSED SERVICE (NUMBER AND TYPES OF UNITS, STATION LOCATION, ETC.):**

**CHECK IF SUPPLIED AS AN ATTACHMENT**

Main Post: 1655 E. HWY 50 Suite 312 Clermont, FL 34711.

One -Ford T250 2020 BLS Ambulance.

**11. ATTACH A VEHICLE ROSTER WITH THE NUMBER OF VEHICLES IN OPERATION, MAKE, MODEL, MILEAGE, VIN, PERMIT NUMBER, AND REGISTRATION NUMBER OF EACH VEHICLE.**

ONE -FORD 2020 T250 VIN 1FDBR1CG2LKB61533 Mileage 42,500 Permit Number 006995 License Number 9006

**12. PROVIDE YOUR PROPOSED RESPONSE TIMES (IN MIN) FOR URGENT AND NON-URGENT CALLS. DESCRIBE HOW THE INTERVAL WILL BE CALCULATED AND WHY THIS BENCHMARK WAS CHOSEN:**

When we receive a call for transportation, the main question we always ask "When would you like transportation?" Most transports are provided in the timeframes that are requested. If we are unable to meet the timeframe requested, then we give them our next availability. All transports are mostly non urgent. The urgent ones consist of getting the patient to destination for pain management and end of life care which we prioritize patient comfort.

**See page 99 for additional information regarding response times.**

**13. PROVIDE A DESCRIPTION OF YOUR COMPLAINT PROCESS FOR COMPLAINTS AND ACCIDENTS. INCLUDE A PROCESS FOR BOTH INTERNAL COMPLAINTS, FACILITIES, AND THE PUBLIC:**

**CHECK IF SUPPLIED AS AN ATTACHMENT**

When a complaint comes in, we establish a timeline. The person(s) involved, the reason for complaint, and best possible solution of outcome. Most complaints are dealt within our office within that same day. If a vehicle accident occurs we then get documentation which consists of a incident report from all parties involved and notify appropriate personal.

**14. PROVIDE A DESCRIPTION OF YOUR QUALITY ASSURANCE PLAN** **CHECK IF SUPPLIED AS AN ATTACHMENT**

Our medical director, Dr. James Tanis will be maintaining quality control. Continuous quality improvement (CQI) reviews and audits with Rite Way's BLS EMS system. Refresher training or continuing education is important and minimizing errors is our ultimate goal. We also have established protocols/ standing orders for patient assessments, treatments, and transportations to receiving facilities.

**15. PLEASE SUPPLY A CURRENT FINANCIAL STATEMENT (Current letter from the bank verifying business account status and a balance sheet, Medicare audits, audited financial statements and verified lines of credit, etc.)**

Form **1065**

**U.S. Return of Partnership Income**

OMB No. 1545-0123

Department of the Treasury  
Internal Revenue Service

For calendar year 2022, or tax year beginning \_\_\_\_\_, 2022, ending \_\_\_\_\_, 20\_\_

**2022**

Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for instructions and the latest information.

<b>A</b> Principal business activity <small>OTHER AMBULATORY</small>	<b>Type or Print</b>	Name of partnership <b>RITEWAY TRANSPORTATION LLC</b>	<b>80-0320879</b>
<b>B</b> Principal product or service <b>SERVICE</b>		Number, street, and room or suite no. If a P.O. box, see instructions. <b>11245 TUSCARORA LANE</b>	<b>E</b> Date business started <b>12/26/2008</b>
<b>C</b> Business code number <b>621900</b>		City or town, state or province, country, and ZIP or foreign postal code <b>MINNEOLA FL 34715</b>	<b>F</b> Total assets (see instructions) <b>\$ 281,094</b>

**G** Check applicable boxes: (1)  Initial return (2)  Final return (3)  Name change (4)  Address change (5)  Amended return

**H** Check accounting method: (1)  Cash (2)  Accrual (3)  Other (specify): \_\_\_\_\_

**I** Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year: 2

**J** Check if Schedules C and M-3 are attached

**K** Check if partnership: (1)  Aggregated activities for section 465 at-risk purposes (2)  Grouped activities for section 469 passive activity purposes

**Caution:** Include **only** trade or business income and expenses on lines 1a through 22 below. See instructions for more information.

<b>Income</b>	<b>1a</b> Gross receipts or sales	<b>1a</b>	<b>367,211</b>	
	<b>b</b> Returns and allowances	<b>1b</b>		
	<b>c</b> Balance. Subtract line 1b from line 1a			<b>1c</b> <b>367,211</b>
	<b>2</b> Cost of goods sold (attach Form 1125-A)			<b>2</b> <b>187,622</b>
	<b>3</b> Gross profit. Subtract line 2 from line 1c			<b>3</b> <b>179,589</b>
	<b>4</b> Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)			<b>4</b>
	<b>5</b> Net farm profit (loss) (attach Schedule F (Form 1040))			<b>5</b>
	<b>6</b> Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			<b>6</b>
<b>7</b> Other income (loss) (attach statement)			<b>7</b>	
<b>8</b> <b>Total income (loss).</b> Combine lines 3 through 7			<b>8</b> <b>179,589</b>	
<b>Deductions</b> (see instructions for limitations)	<b>9</b> Salaries and wages (other than to partners) (less employment credits)			<b>9</b>
	<b>10</b> Guaranteed payments to partners			<b>10</b>
	<b>11</b> Repairs and maintenance			<b>11</b>
	<b>12</b> Bad debts			<b>12</b>
	<b>13</b> Rent			<b>13</b>
	<b>14</b> Taxes and licenses			<b>14</b> <b>689</b>
	<b>15</b> Interest (see instructions)			<b>15</b>
	<b>16a</b> Depreciation (if required, attach Form 4562)	<b>16a</b>		
	<b>b</b> Less depreciation reported on Form 1125-A and elsewhere on return	<b>16b</b>		<b>16c</b>
	<b>17</b> Depletion ( <b>Do not deduct oil and gas depletion.</b> )			<b>17</b>
	<b>18</b> Retirement plans, etc.			<b>18</b>
<b>19</b> Employee benefit programs			<b>19</b>	
<b>20</b> Other deductions (attach statement)			<b>20</b> <b>178,011</b>	
<b>21</b> <b>Total deductions.</b> Add the amounts shown in the far right column for lines 9 through 20			<b>21</b> <b>178,700</b>	
<b>22</b> <b>Ordinary business income (loss).</b> Subtract line 21 from line 8			<b>22</b> <b>889</b>	
<b>Tax and Payment</b>	<b>23</b> Interest due under the look-back method—completed long-term contracts (attach Form 8697)			<b>23</b>
	<b>24</b> Interest due under the look-back method—income forecast method (attach Form 8866)			<b>24</b>
	<b>25</b> BBA AAR imputed underpayment (see instructions)			<b>25</b>
	<b>26</b> Other taxes (see instructions)			<b>26</b>
	<b>27</b> <b>Total balance due.</b> Add lines 23 through 26			<b>27</b>
	<b>28</b> Payment (see instructions)			<b>28</b>
	<b>29</b> <b>Amount owed.</b> If line 28 is smaller than line 27, enter amount owed			<b>29</b>
	<b>30</b> <b>Overpayment.</b> If line 28 is larger than line 27, enter overpayment			<b>30</b>

**Sign Here**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

Signature of partner or limited liability company member \_\_\_\_\_

Date \_\_\_\_\_

May the IRS discuss this return with the preparer shown below?  
See instructions.  Yes  No

**Paid Preparer Use Only**

Print/Type preparer's name <b>MATTHEW BAUMANN</b>	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN <b>P00502645</b>
Firm's name <b>PROSPERITY FINANCIAL SERVICES INC</b>	Firm's EIN <b>59-3391665</b>		Phone no. <b>352-429-1133</b>	
Firm's address <b>146 E BROAD ST GROVELAND FL 34736</b>				

Form **1065**

**U.S. Return of Partnership Income**

OMB No. 1545-0123

Department of the Treasury  
Internal Revenue Service

For calendar year **2021**, or tax year beginning 01/01, 2021, ending 12/31, 20 21

**2021**

▶ Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for instructions and the latest information.

<b>A</b> Principal business activity	<b>Type or Print</b>	Name of partnership RITEWAY TRANSPORTATION LLC	<b>D</b> Employer identification number 80-0320879
<b>B</b> Principal product or service		Number, street, and room or suite no. If a P.O. box, see instructions. 11245 Tuscarora Lane	<b>E</b> Date business started 12/26/2008
<b>C</b> Business code number		City or town, state or province, country, and ZIP or foreign postal code Minneola FL 34715	<b>F</b> Total assets (see instructions) \$ 390,424

**G** Check applicable boxes: (1)  Initial return (2)  Final return (3)  Name change (4)  Address change (5)  Amended return

**H** Check accounting method: (1)  Cash (2)  Accrual (3)  Other (specify) ▶

**I** Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ 2

**J** Check if Schedules C and M-3 are attached ▶

**K** Check if partnership: (1)  Aggregated activities for section 465 at-risk purposes (2)  Grouped activities for section 469 passive activity purposes

**Caution:** Include **only** trade or business income and expenses on lines 1a through 22 below. See instructions for more information.

<b>Income</b>	<b>1a</b> Gross receipts or sales	<b>1a</b>	395,822	
	<b>b</b> Returns and allowances	<b>1b</b>		
	<b>c</b> Balance. Subtract line 1b from line 1a			<b>1c</b> 395,822
	<b>2</b> Cost of goods sold (attach Form 1125-A)			<b>2</b>
	<b>3</b> Gross profit. Subtract line 2 from line 1c			<b>3</b> 395,822
	<b>4</b> Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)			<b>4</b> 0
	<b>5</b> Net farm profit (loss) (attach Schedule F (Form 1040))			<b>5</b> 0
	<b>6</b> Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			<b>6</b>
<b>7</b> Other income (loss) (attach statement)			<b>7</b> 0	
<b>8</b> <b>Total income (loss).</b> Combine lines 3 through 7			<b>8</b> 395,822	
<b>Deductions</b> (see instructions for limitations)	<b>9</b> Salaries and wages (other than to partners) (less employment credits)			<b>9</b>
	<b>10</b> Guaranteed payments to partners			<b>10</b> 0
	<b>11</b> Repairs and maintenance			<b>11</b> 0
	<b>12</b> Bad debts			<b>12</b>
	<b>13</b> Rent			<b>13</b>
	<b>14</b> Taxes and licenses			<b>14</b>
	<b>15</b> Interest (see instructions)			<b>15</b>
	<b>16a</b> Depreciation (if required, attach Form 4562)	<b>16a</b>	0	
	<b>b</b> Less depreciation reported on Form 1125-A and elsewhere on return	<b>16b</b>		<b>16c</b> 0
	<b>17</b> Depletion ( <b>Do not deduct oil and gas depletion.</b> )			<b>17</b>
	<b>18</b> Retirement plans, etc.			<b>18</b>
<b>19</b> Employee benefit programs			<b>19</b>	
<b>20</b> Other deductions (attach statement)			<b>20</b> 347,015	
<b>21</b> <b>Total deductions.</b> Add the amounts shown in the far right column for lines 9 through 20			<b>21</b> 347,015	
<b>22</b> <b>Ordinary business income (loss).</b> Subtract line 21 from line 8			<b>22</b> 48,807	
<b>Tax and Payment</b>	<b>23</b> Interest due under the look-back method—completed long-term contracts (attach Form 8697)			<b>23</b>
	<b>24</b> Interest due under the look-back method—income forecast method (attach Form 8866)			<b>24</b>
	<b>25</b> BBA AAR imputed underpayment (see instructions)			<b>25</b>
	<b>26</b> Other taxes (see instructions)			<b>26</b>
	<b>27</b> <b>Total balance due.</b> Add lines 23 through 26			<b>27</b> 0
	<b>28</b> Payment (see instructions)			<b>28</b>
	<b>29</b> <b>Amount owed.</b> If line 28 is smaller than line 27, enter amount owed			<b>29</b> 0
	<b>30</b> <b>Overpayment.</b> If line 28 is larger than line 27, enter overpayment			<b>30</b> 0

**Sign Here**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

Signature of partner or limited liability company member \_\_\_\_\_ Date \_\_\_\_\_

May the IRS discuss this return with the preparer shown below?  
See instructions.  Yes  No

<b>Paid Preparer Use Only</b>	Print/Type preparer's name Matthew Baumann	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN P00502645
	Firm's name ▶ Prosperity Financial Services Inc	Firm's EIN ▶ 59-3391665			
	Firm's address ▶ 146 E Broad St Groveland FL 34736	Phone no. (352)429-1133			

**Rite Way Transportation LLC**  
**Balance Sheet**  
 As of December 31, 2023

	Dec 31, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Checking x [REDACTED]	12,621.37
Tax Account x [REDACTED]	80,268.08
<b>Total Checking/Savings</b>	92,889.45
<b>Total Current Assets</b>	92,889.45
<b>Fixed Assets</b>	
<b>Equipment</b>	
Accumulated Depreciation	-48,893.88
Equipment - Other	50,877.68
<b>Total Equipment</b>	1,983.80
<b>Fixed Assets</b>	
Accumulated Depreciation	-56,735.68
Fixed Assets - Other	56,735.68
<b>Total Fixed Assets</b>	0.00
<b>Furniture and Equipment</b>	-25.45
<b>Vehicles</b>	
Accumulated Depreciation	-68,173.00
Vehicles - Other	68,173.00
<b>Total Vehicles</b>	0.00
<b>Total Fixed Assets</b>	1,958.35
<b>Other Assets</b>	
Rite Way BLS Loan	80,510.00
<b>Total Other Assets</b>	80,510.00
<b>TOTAL ASSETS</b>	<b>175,357.80</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
Capital One (Card) XXXX [REDACTED]	5,873.48
<b>Total Credit Cards</b>	5,873.48
<b>Other Current Liabilities</b>	
Loans from Members	10,000.00
PPP Loan	48,159.00
SBA Loan	116,000.00
<b>Total Other Current Liabilities</b>	174,159.00
<b>Total Current Liabilities</b>	180,032.48
<b>Total Liabilities</b>	180,032.48
<b>Equity</b>	
Members Draw	-169.06
Members Equity	125,575.00
Opening Balance Equity	-3,451.24
Owner's Equity	-25,952.88
Net Income	-100,676.50
<b>Total Equity</b>	-4,674.68
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>175,357.80</b>



**Rite Way Transportation LLC**  
**Balance Sheet**  
 As of December 31, 2022

	Dec 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Checking x [REDACTED]	75,310.44
Tax Account x [REDACTED]	125,243.08
<b>Total Checking/Savings</b>	200,553.52
<b>Total Current Assets</b>	200,553.52
<b>Fixed Assets</b>	
<b>Equipment</b>	
Accumulated Depreciation	-48,893.88
Equipment - Other	50,877.68
<b>Total Equipment</b>	1,983.80
<b>Fixed Assets</b>	
Accumulated Depreciation	-56,735.68
Fixed Assets - Other	56,735.68
<b>Total Fixed Assets</b>	0.00
<b>Vehicles</b>	
Accumulated Depreciation	-68,173.00
Vehicles - Other	68,173.00
<b>Total Vehicles</b>	0.00
<b>Total Fixed Assets</b>	1,983.80
<b>Other Assets</b>	
Rite Way BLS Loan	80,510.00
<b>Total Other Assets</b>	80,510.00
<b>TOTAL ASSETS</b>	<b>283,047.32</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
Capital One (Card) XXXX [REDACTED]	5,486.50
<b>Total Credit Cards</b>	5,486.50
<b>Other Current Liabilities</b>	
Loans from Members	10,000.00
PPP Loan	48,159.00
SBA Loan	123,400.00
<b>Total Other Current Liabilities</b>	181,559.00
<b>Total Current Liabilities</b>	187,045.50
<b>Total Liabilities</b>	187,045.50
<b>Equity</b>	
Members Draw	-169.06
Members Equity	126,619.87
Opening Balance Equity	-3,451.24
Owner's Equity	-25,952.88
Net Income	-1,044.87
<b>Total Equity</b>	96,001.82
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>283,047.32</b>

**16. PROVIDE A STATEMENT SIGNED BY THE APPLICANT AND ITS MEDICAL DIRECTOR ATTESTING THAT ALL EMTs AND PARAMEDICS UTILIZED HAVE AND WILL MAINTAIN CURRENT STATE CERTIFICATION.**

**17. EMPLOYEE ROSTER (please attach extra sheets as needed):**

NAME	CERTIFICATION LEVEL	CURRENT CPR CARD
NADIA SAMSINGH	PMD/ EMT-B	AHA W/ EXPIREY OF 02/2025
KUMAR RAMDASS	BLS	AHA W/ EXPIREY OF 12/2025
IGNANCIO FERNANDEZ	EMT-B	AHA W/ EXPIREY OF 07/2025
DEODATH MATHURA	BLS	AHA W/ EXPIREY OF 01/2026

**18. LIST THE ADDRESS AND DESCRIPTION OF EACH OF THE LOCATIONS YOU WILL OPERATE FROM. INCLUDE THE HOURS OF OPERATION AND STAFFING AT EACH PROPOSED LOCATION:**

1655 E. HWY 50  
 Suite 312  
 Clermont, FL 34711

Hours of operation 0800-2000, 7 days a week

Shifts are consisted of 12 hrs, 0800-2000



1655 E. HWY 50 SUITE 312  
CLERMONT FL, 34711  
RITEWAYBLS@YAHOO.COM  
(352) 989-6622

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To Whom May Concern,

By submitting this letter, we are attesting to having all Emergency Medical Techicians utilized have and will maintain current state certifications.

*Nadia Samsingh*

Nadia Samsingh, Director

*James Tanis*

James Tanis, MD

**19. COMMUNICATIONS EQUIPMENT:**

TELEPHONE

RADIO

OTHER

**NUMBER OF VEHICLES EQUIPPED WITH RADIOS:**

**FREQUENCY(S):**

**NUMBER OF VEHICLES EQUIPPED WITH MOBILE PHONES:**

**20. APPROXIMATE DATE FCC LICENSE WILL BE EFFECTIVE (ATTACH IF CURRENT):**

**21. LIST ALL HOSPITALS, SUPERVISING PHYSICIANS, AND OTHER EMERGENCY AGENCIES (POLICE, FIRE, ETC.) THAT YOU WILL HAVE DIRECT RADIO CONTACT WITH:**

We currently have communication via cell phone to surrounding emergency rooms in case of an emergency or need of deferment from receiving facility.

**22. PROVIDE EXECUTED COPIES OF ALL BUSINESS AGREEMENTS BETWEEN THE APPLICANT AND A HEALTH CARE FACILITY(S) OR GOVERNMENTAL ENTITY(S) LOCATED IN ORANGE COUNTY, FLORIDA FOR THE PROVISION OF BLS OR ALS SERVICES, WHICH MAY INCLUDE INTERFACILITY TRANSPORT.**

**23. IF THIS IS A MODIFICATION OF A CURRENT COPCN, EXPLAIN WHAT MODIFICATIONS ARE BEING REQUESTED.**

N/A

**24. PROVIDE CERTIFICATES OF INSURANCE IN ACCORDANCE WITH SECTION 20-96(e) OF THE ORANGE COUNTY CODE:**

**"PROOF OF INSURANCE, IN THE FOLLOWING AMOUNTS, MUST BE SUBMITTED TO THE COUNTY PRIOR TO ANY APPLICANT RECEIVING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY, IN ORDER TO PROTECT THE PUBLIC FROM ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE APPLICANT'S OPERATIONS:  
COMMERCIAL LIABILITY WITH A LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000) PER OCCURRENCE. ORANGE COUNTY TO BE NAMED AS AN ADDITIONAL INSURED.**

**COMMERCIAL AUTOMOBILE LIABILITY WITH A LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000) PER OCCURRENCE OR COMBINED SINGLE LIMIT. PROFESIONAL LIABILITY WITH A LIMIT OF NOT LESS THAT ONE MILLION DOLLARS (\$1,000,000) PER INCIDENT.**

**NON-GOVERMENTAL PROVIDERS MUST NAME ORANGE COUNTY AS AN ADDITIONAL INSURED. NOTWITHSTANDING THE INSURANCE REQUIREMENTS CONTAINED IN THIS SECTION, GOVERNMENTAL ENTITIES SHALL PROVIDE A CERTIFICATE OF INSURANCE EVIDENCING ITS INSURANCE OR SELF-INSURANCE WITHIN THE LIMITS OF LIABILITY SET FORTH IN F.S. 768.28."**

# Business Agreement

## AGREEMENT FOR TRANSPORTATION SERVICES

THIS AGREEMENT FOR TRANSPORTATION SERVICES (the "**Agreement**") is made and entered into January 1, 2024 (the "**Effective Date**") by between Chapters Health System, Inc. for and on behalf of its affiliated hospices, as identified in Appendix D ("**Hospice**"), a Florida not-for-profit corporation, and Rite Way BLS Services, Inc. ("**Transporter**"), a Florida limited liability company.

### RECITALS

- A. Hospice is licensed as necessary to operate a hospice program in Florida and is certified to participate in the Medicare and Medicaid programs.
- B. Transporter is licensed as necessary to provide certain transportation services in all or a portion of the service area in which Hospice is licensed to operate.
- C. From time to time, Hospice Patients (as defined below) may require transportation services.
- D. At Hospice's request, Transporter intends to provide transportation services to certain Hospice Patients in accordance with the provisions of this Agreement.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, Hospice and Transporter, acknowledging the truth and accuracy of the foregoing recitals, agree as follows:

### ARTICLE I DEFINITIONS

1.1 "**Hospice Patient**" means an individual who elects, directly or through such individual's legal representative, to receive Hospice Services and is accepted by Hospice to receive Hospice Services.

1.2 "**Hospice Plan of Care**" means a written care plan which is based on an assessment made by, and established, maintained, reviewed and modified as necessary or appropriate by, a Hospice interdisciplinary team and which includes, among other things, (a) an identification of the Hospice Services needed to meet the needs of each Hospice Patient and each Hospice Patient's family and (b) details concerning the scope and frequency of such Hospice Services.

1.3 "**Hospice Services**" means those services provided to a Hospice Patient for the palliation and management of such Hospice Patient's terminal illness, either directly or under arrangement by Hospice, as specified in the Hospice Plan of Care. Hospice Services include nursing care services by or under the supervision of a registered nurse; medical social services provided by a qualified social worker under the direction of a physician; physician services to the extent that these services are not provided by the attending physician; counseling services (including bereavement, dietary and spiritual counseling); physical therapy, occupational therapy and speech-language pathology services; home health aide/homemaker services; medical supplies; drugs and biologicals; use of medical appliances; and inpatient care when needed for pain control, symptom management and respite purposes.

1.4 "**Medicare/TRICARE Hospice Patient**" means a Hospice Patient who is eligible to receive Medicare benefits and/or TRICARE benefits, as determined by Hospice.

1.5 "**Transportation Services**" means those transportation services (a) for which Transporter and its personnel have and maintain any applicable federal, state, county, and/or municipal licenses, registrations,

certifications, and/or approvals and (b) that are specifically identified in Appendix A, attached hereto and incorporated herein.

**ARTICLE II**  
**RESPONSIBILITIES OF THE PARTIES**

2.1 Responsibilities of Transporter. Subject to the terms and conditions set forth herein, and at the request of Hospice, Transporter shall provide Transportation Services in a safe and effective manner to Hospice Patients.

(a) Compliance with Laws, Standards of Practice, and Hospice Policies and Procedures. Transporter shall provide Transportation Services pursuant to this Agreement in accordance with applicable physician orders, plans of care, federal and state laws and regulations, the requirements of the Medicare and Medicaid programs, and any applicable standards of the Joint Commission. Transporter shall also provide Transportation Services in accordance with generally recognized professional standards of practice and the codes of ethics or codes of professional conduct of any professional associations or accrediting organization of which it is a member. At all times, Transporter shall also comply with Hospice's Corporate Compliance Plan, False Claims and Whistleblower Protections policy, and Code of Conduct (copies of which may be reviewed on Hospice's website at [www.chaptershealth.org](http://www.chaptershealth.org)), as may be amended from time to time. In addition, Transporter agrees to provide Transportation Services to Hospice Patients in accordance with certain policies and procedures applicable to this Agreement, copies of which shall be available for review at the offices of Hospice upon reasonable notice during regular business hours.

(b) Requests for Transportation Services. Transporter shall accept requests from Hospice by telephone (or by any other means of communication acceptable to both parties) on a 24 hour a day, 7 days a week basis to provide Transportation Services to Hospice Patients. Transporter shall appropriately document each such request received from Hospice. Transporter shall not provide any Transportation Services to any Hospice Patient unless such Transportation Services are requested by Hospice. A request for Transportation Services by a Hospice Patient shall not constitute a request for Transportation Services by Hospice. In the event a Hospice Patient directly requests Transportation Services from Transporter, Transporter shall contact Hospice to determine whether Hospice has approved or authorized such request.

(c) Timeliness of Transportation Services. Transporter shall arrive at the designated location to pick up the designated Hospice Patient within four (4) hours after receipt of Hospice's request for such Transportation Services (or at such later time as may be requested by Hospice).

(d) Difficulty in Responding to Service Requests. Should it be difficult for Transporter to provide any Transportation Services when requested by Hospice, then Transporter shall inform Hospice in a timely manner of such difficulty and shall cooperate with Hospice in good faith and in a timely manner to resolve the difficulty in order to provide the requested Transportation Services as soon as reasonably possible.

(e) Cancellation of Service Requests by Transporter. If for any reason Transporter cancels any Transportation Services for a Hospice Patient, Transporter shall act promptly and in good faith to arrange for appropriate substitute Transportation Services. If Transporter is unable to timely arrange for appropriate substitute Transportation Services, Transporter shall immediately notify Hospice of such canceled Transportation Services and the status of its efforts to arrange for appropriate substitute Transportation Services so that Hospice is given a reasonable opportunity to evaluate the situation and arrange for the requisite Transportation Services to be provided by a person or entity other than the

Transporter. Any substitute Transportation Services arranged by Transporter must be approved by Hospice in advance.

(f) Personnel Records. Transporter shall maintain complete and accurate files which contain evidence of current driver's licenses for all employees who are drivers and evidence of current registration or licensure, training records and other records as required by federal, state and local authorities for reimbursement, registration or licensure. In addition, Transporter's personnel records shall contain documentation demonstrating that such personnel meet any applicable regulatory requirements for training and are competent to fulfill their duties. These files and related records for Transporter and its employees providing any Transportation Services pursuant to this Agreement shall be made available for review by Hospice promptly after receipt of Hospice's request.

(g) Personnel Licenses, Certifications, Registrations, and Legal Authorizations. Transporter shall ensure that its personnel who provide services, either directly or under contract, to Hospice Patients and their families under this Agreement have and maintain in effect at all times all licenses, certifications, registrations and other legal authorizations required by applicable state, federal and local laws and regulations and that such personnel act only within the scope of their respective State licenses, certifications or registrations. Verification must be obtained directly from the appropriate issuing authority both at the time of such individual's hire by or contract with Transporter and thereafter in accordance with the timeframes applicable to the individual's licensure, registration, or certification. Verification shall be accomplished either through an online database query directly with the issuing authority or through specific written request(s) or oral communication(s) directly with the issuing authority. Transporter's personnel files shall reflect how and when each verification was obtained. If obtained from an online database query with the issuing authority, a printout of the page with the licensure, registration or certification information shall be maintained in the personnel file. If obtained through direct written request(s) or oral communication(s) with the issuing authority, the personnel file shall identify the individual who made the inquiry on behalf of the Transporter and the individual at the issuing authority who verified the licensure, registration, or certification. Upon Hospice's request, Transporter shall provide to Hospice a copy of the license, certification, or registration verification for any personnel providing services under this Agreement.

(h) Criminal Background, Communicable Disease, and Drug Screenings. Transporter shall ensure that its personnel that have direct contact with Hospice Patients or access to Hospice Patient records: (i) undergo, as a condition of employment or contract, appropriate criminal background screening(s) in accordance with applicable state and federal laws and regulations, including but not limited to section 408.809 and chapter 435, Florida Statutes, (ii) undergo drug testing, on an as-needed basis or as otherwise required by law, and (iii) are free of communicable disease. Transporter shall maintain documentation verifying all requirements described herein and shall promptly furnish copies of such to Hospice upon request. Transporter shall not permit any persons who have been convicted of any offense referred to in section 408.809 and chapter 435, Florida Statutes, or any persons determined by Transporter to be engaged in unlawful drug use or substance abuse to perform any Transportation Services pursuant to this Agreement. In addition, Transporter warrants that neither it nor any of its employees have been convicted of theft, sexually deviant behavior, assault and/or battery, abuse of the elderly, children or other vulnerable persons, or any other crime related to any service to be provided by Transporter pursuant to this Agreement.

(i) OIG Screenings. Transporter shall ensure that it and its personnel are not included on the List of Excluded Individuals/Entities ("LEIE") compiled and maintained by Office of the Inspector General ("OIG") of the United States Department of Health and Human Services. To that end, Transporter shall be responsible for conducting and approving monthly checks of its personnel in the OIG's LEIE.



Transporter shall maintain documentation verifying its performance of the monthly OIG screening described herein and shall promptly furnish copies of such to Hospice upon request. In the event Transporter or any of its personnel are identified on OIG's LEIE, Transporter shall immediately (i) notify Hospice of such exclusion and (ii) prohibit any excluded personnel from furnishing any and all items or services payable, directly or indirectly, by a Federal health care program. Without limiting the generality of the foregoing, Transporter shall ensure that the excluded individual does not provide any direct patient care, indirect patient care, administrative or management services, or medical direction or prescribing services.

(j) Financial Responsibility for Transporter Personnel. Transporter agrees to accept and satisfy all responsibilities relating to payment of wages and state and federal payroll taxes, insurance, workers compensation and compliance with other requirements imposed by local, state or federal laws with respect to all persons employed by Transporter or otherwise assigned by Transporter to provide any Transportation Services pursuant to this Agreement.

(k) Incident Reporting. Transporter shall promptly and accurately report to Hospice any accidents, injuries or deaths arising out of or relating to Transportation Services provided to Hospice Patients.

(l) Approvals. Transporter represents and warrants to Hospice that (i) Transporter has, and at all times during the term of this Agreement will maintain in effect, all federal, state and local licenses, permits, registrations, and other approvals necessary to the conduct of its business as presently conducted (including, without limitation, any such licenses, permits, registrations, and other approvals as may be necessary to provide Transportation Services), (ii) those certifications, licenses, permits, registrations, and other approvals are in full force and effect, (iii) no proceeding is pending or, to its knowledge, threatened to suspend, revoke or limit any of those certifications, licenses, permits, registrations, or other approvals, (iv) Transporter will immediately notify Hospice of the lapse, non-renewal, suspension or revocation of, or material adverse change to, any such certification, license, permit, registration or other approval, and (v) Transporter will comply with all applicable laws and regulations pertaining to any Transportation Services.

(m) Hospice Philosophy and Infection Control. Transporter shall ensure that its personnel who will provide Transportation Services to Hospice Patients under this Agreement have read and understand the educational information set forth in Appendix B to this Agreement concerning the hospice philosophy and Hospice's infection control policies.

(n) Mistreatment, Neglect, and Abuse Reporting. Transporter and its personnel shall immediately report to the Executive Director of Hospice all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse of a Hospice Patient, including injuries of unknown source, and misappropriation of patient property by anyone furnishing services to the Hospice Patient on behalf of Hospice. Nothing contained in this subsection is intended to relieve either party or their staff from compliance with the mandatory reporting requirements concerning (i) the abuse, neglect, or exploitation of a vulnerable adult as set forth in section 415.1034, Florida Statutes, or (ii) the abuse, neglect, or abandonment of a child as set forth in section 39.201, Florida Statutes.

(o) Quality Assessment and Performance Improvement. Transporter shall participate, and shall cause its personnel providing Transportation Services under this Agreement to participate, as reasonably requested by Hospice, in connection with the implementation by Hospice of its quality assurance and/or quality assessment and performance improvement programs. Such participation may include, without limitation, identifying and documenting adverse events, grievances, unexpected outcomes and infections.

2.2 Responsibilities of Hospice.

(a) Professional Management Responsibility. Hospice shall be responsible for the professional management of each Hospice Patient's care, including the following: (i) the initial and ongoing assessment of the need for Hospice Services and Transportation Services; (ii) the development, revision and evaluation of each Hospice Patient's Hospice Plan of Care to ensure that services are furnished in a safe and effective manner; (iii) the request for, and the scheduling, coordination and evaluation of, Transportation Services provided by Transporter pursuant to this Agreement; (iv) the admission and discharge of Hospice Patients; (v) the scheduling of Hospice Services; and (vi) the conduct of all interdisciplinary team meetings.

(b) Information Necessary to Provide Transportation Services. Hospice shall provide to Transporter relevant information concerning the Hospice Patient necessary for Transporter to provide Transportation Services to such Hospice Patient and to properly bill for such Transportation Services.

(c) Evaluation of Services. Hospice shall retain responsibility for evaluating the Transportation Services provided by Transporter under this Agreement to ensure that such services are consistent with the care, treatment and services already provided by Hospice, and are provided in a safe and efficient manner and in accordance with physician orders and the Hospice Patient's Hospice Plan of Care. Methods used to evaluate the Transportation Services provided by Transporter under this Agreement may include, without limitation: (i) periodic on-site visits; (ii) review of the qualifications of personnel providing Transportation Services; (iii) review of documentation; (iv) discussion with Hospice Patients and their families and/or caregivers receiving Transportation Services from Transporter; (v) Hospice Patient evaluation surveys; and, (vi) quality assessment and performance improvement data. Transporter agrees to cooperate as reasonably requested to assist Hospice in evaluating the Transportation Services.

**ARTICLE III**  
**RECORDS**

3.1 Compilation of Records.

(a) Preparation. Transporter shall prepare and maintain complete and accurate records of all Transportation Services provided to Hospice Patients (including, without limitation, documentation of the name of each Hospice Patient and the date, time and location of each pick-up and delivery) in accordance with prudent record-keeping procedures and as required by the rules, regulations and policies of Hospice, Medicare, the State of Florida and other applicable agencies.

(b) Storage. Transporter and Hospice shall retain such records for at least seven (7) years from the date of provision of Transportation Services or such other time period as required by applicable law. Each such record shall be readily accessible and systematically organized to facilitate retrieval by either party.

3.2 Access. Transporter shall deliver to Hospice, promptly after receipt of Hospice's request, complete and legible copies of Transporter's documentation of Transportation Services provided to Hospice Patients by Transporter. All such documentation delivered to Hospice will be the property of Hospice. In addition, Transporter shall permit Hospice or its authorized representative, upon reasonable advance notice, to review and make photocopies of records maintained by Transporter at Transporter's office relating to the provision of Transportation Services under this Agreement.

3.3 Inspection. Until the expiration of four (4) years after the last of the Transportation Services are provided pursuant to this Agreement, Transporter shall make available upon written request by the Secretary of

Health and Human Services, or by the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Transporter that are necessary to certify the nature and extent of the cost incurred by Transporter in providing Transportation Services under this Agreement. Furthermore, if Transporter carries out any of its duties set forth in this Agreement through a subcontractor, with a value or cost of \$10,000 or more over a twelve-month period, such subcontract, similarly, shall contain a clause providing access to the subcontractor's books, documents and records in the same manner and under the same conditions as set forth above. Nothing in the immediately preceding sentence is intended to indicate any right of Transporter to carry out any of its duties under this Agreement through a subcontractor, which is prohibited in the absence of Hospice's prior written consent to the subcontract and the subcontractor.

3.4 Safeguarding of Records. Transporter shall make reasonable precautions to safeguard records against loss, destruction and unauthorized disclosure.

#### **ARTICLE IV COMPENSATION AND BILLING**

4.1 Rates. Hospice shall pay to Transporter for Transportation Services provided to Medicare/TRICARE Hospice Patients by Transporter pursuant to this Agreement the fees set forth in Appendix A attached hereto. Hospice shall only be responsible for making payments for those items and services specifically identified in Appendix A. Hospice shall not pay any amounts beyond the amounts set forth in Appendix A. Further, the parties acknowledge and agree that payments under the Medicare program to providers, suppliers, and Medicare Advantage organizations may be adjusted as the result of legislation, regulation, executive order or other federal mandate ("**Medicare Sequestration/Payment Adjustment**"). Furthermore, any such Medicare Sequestration/Payment Adjustment could result in an increase or decrease in Medicare payments. In accordance with the terms of this Agreement, the parties agree that, in the event of a Medicare Sequestration/Payment Adjustment, Hospice's payment to Transporter will be adjusted in accordance with the Medicare Sequestration/Payment Adjustment. Hospice shall adjust payments under this Agreement for Transportation Services rendered by Transporter on and after the effective date of the Medicare Sequestration/Payment Adjustment, and shall continue to adjust payments to Transporter until the earlier of (i) the Medicare Sequestration/Payment Adjustment is discontinued or (ii) is replaced by a subsequent Medicare Sequestration/Payment Adjustment.

4.2 Billing. On a monthly basis and within thirty (30) days after Transporter provides any Transportation Services for which Transporter is entitled to compensation pursuant to Section 4.1 above, Transporter shall submit to Hospice a bill for the applicable month setting forth all amounts owed to Transporter by Hospice for such month. Each of Transporter's bills will be in a form reasonably acceptable to Hospice and shall include information sufficient for Hospice to verify the Transportation Services provided by Transporter pursuant to this Agreement and Transporter's charges therefore.

4.3 Payment. Hospice shall pay the correctly stated amount of each bill properly submitted by Transporter within forty-five (45) days after receipt of the bill. Unless otherwise requested by Transporter in writing, Hospice shall send payments to Transporter at the address set forth in Section 9.3 below. Transporter shall accept all amounts paid by Hospice as payments in full for all Transportation Services for which Transporter is entitled to compensation pursuant to Section 4.1 above, and shall not seek or accept additional compensation for such Transportation Services from Medicare/TRICARE Hospice Patients or from families or representatives of Medicare/TRICARE Hospice Patients or their respective third-party payers.

4.4 Limitations on Payment.

(a) Late Bills. Notwithstanding anything set forth in this Agreement to the contrary, Hospice shall not be obligated to pay any compensation to Transporter for any Transportation Services provided by Transporter pursuant to this Agreement for which Transporter fails to submit a bill to Hospice within ninety (90) days after the date on which Transporter provided such Transportation Services. In addition, Hospice reserves the right to delay payment of any compensation otherwise due to Transporter pending Hospice's receipt of any information or documentation required of Transporter pursuant to Subsection 3.1(a) or Section 4.2, above, and/or confirmation from the Hospice Patient or his/her family that Transportation Services were actually provided and accurately billed.

(b) Non-Medicare/TRICARE Patients. Transporter shall not bill Hospice, and Hospice shall have no obligation to pay any charges, for Transportation Services provided to any Hospice Patient who is not a Medicare/TRICARE Hospice Patient (a "**Non-Medicare/TRICARE Patient**"). In such situations, Transporter shall seek reimbursement exclusively from the Non-Medicare/TRICARE Patient or his or her appropriate third-party payers. Furthermore, Hospice shall have no obligation whatsoever under any circumstances to serve as a collection agent on behalf of Transporter for Transportation Services provided to any Non-Medicare/TRICARE Patient.

## **ARTICLE V**

### **INSURANCE AND INDEMNIFICATION**

#### **5.1 Insurance**

(a) Coverage Requirements. Transporter represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the industry. Hospice shall be identified as an additional insured under such policies. In addition, Transporter represents that it has and will maintain workers' compensation insurance in the statutory required amounts.

(b) Documentation. Transporter shall furnish to Hospice, prior to or on the Effective Date, and thereafter promptly after receipt of Hospice's request, satisfactory evidence of Transporter's liability insurance coverage and shall notify Hospice at least thirty (30) days prior to any material change in or termination of any such insurance coverage.

#### **5.2 Indemnification**

(a) Each party (as the "**Indemnitor**") agrees to indemnify and hold harmless and defend the other party and its directors, officers, employees, volunteers and agents from and against any and all claims, suits, damages, fines, penalties, liabilities and expenses (including reasonable attorney's fees and court costs) resulting from or arising out of, any claimed breach of this Agreement or any claimed willful or negligent act or omission by Indemnitor or any of its directors, officers, employees, agents or volunteers pertaining to this Agreement or the services hereunder.

(b) A person or entity entitled to be indemnified under Subsection 5.2(a) above (an "**Indemnitee**") will promptly notify the Indemnitor with respect to any notice of an actual or threatened claim. The Indemnitor will, if requested by the Indemnitee, assume, at the Indemnitor's sole cost and expense, the defense of any claims for which indemnity is available under this Agreement (including the retention and payment of counsel), in which event, except as provided below, the Indemnitor will not be responsible for any other fees or expenses of any other counsel retained by the Indemnitee. If the Indemnitor assumes the defense of any claim, the Indemnitor will not settle that claim without the Indemnitee's prior written consent (which consent will not be unreasonably withheld or delayed). If the

Indemnitee does not request the Indemnitor to assume the defense of claims, the Indemnitee will be entitled to retain counsel of its own choosing and to take other reasonable actions to defend those claims, all at the sole cost and expense of the Indemnitor. The Indemnitor will not be liable for any settlement of any claim effected without its written consent (which consent will not be unreasonably withheld or delayed). If the Indemnitee and the Indemnitor reasonably conclude that the representation of both parties by the same counsel may involve a conflict due to actual or potential differing interests between them, the Indemnitor will pay the reasonable fees of separate counsel of the Indemnitee's choosing.

## **ARTICLE VI**

### **TERM AND TERMINATION**

6.1 **Term of Agreement.** The initial term of this Agreement shall be one (1) years, beginning with the Effective Date. This Agreement will automatically renew without any further action of either party for successive one (1) year renewal terms thereafter, unless sooner terminated as provided in Section 6.2, Section 6.3, or Section 6.4, below.

6.2 **Termination Without Cause.** Either party may terminate this Agreement without cause at any time by providing notice of termination to the other party at least sixty (60) days prior to the termination date specified in the notice of termination. In addition, this Agreement may be terminated at any time upon the mutual written agreement of both parties.

6.3 **Termination for Cause.**

(a) Either party may terminate this Agreement in the event the other party fails in any material respect to perform its duties in accordance with this Agreement and that failure is not cured to the reasonable satisfaction of the non-defaulting party within five (5) days after the defaulting party's receipt of the non-defaulting party's written notice of default.

(b) Either party may terminate this Agreement anytime within sixty (60) days of receiving actual notice of the occurrence of any of the following events:

(i) Any license, certification, accreditation, or rating of the other party which is material to the performance of this Agreement is suspended, revoked, materially and adversely changed, or subjected to a conditional rating.

(ii) The other party is included on the OIG's LEIE;

(iii) A final judgment by a court or administrative agency is entered against the other party for violation of federal or state laws or regulations;

(iv) The other party fails to have in effect any of insurance that may be required pursuant to Article V; or

(v) The other party ceases operations, becomes insolvent, becomes a debtor in a bankruptcy or insolvency proceeding, or makes a general assignment for the benefit of creditors.

Any termination under this Section 6.3 will be effective immediately upon receipt by the notified party of the notifying party's notice of termination. Each party will promptly notify the other party of the occurrence of any of the events specified in this Section 6.3.

6.4 Immediate Termination by Hospice. Hospice may terminate this Agreement if it determines, in its sole discretion, that continuation of this Agreement would jeopardize the health or welfare of any Hospice Patient. Any termination under this Section 6.4 will be effective immediately upon Transporter's receipt of Hospice's notice of termination.

6.5 No Third Party Notice or Consent Required for Termination. Any termination of this Agreement, whether made pursuant to Section 6.2, Section 6.3, or Section 6.4, above, will be effective without prior notice to, or consent of, any Hospice Patient or other third party.

## **ARTICLE VII HIPAA COMPLIANCE**

The parties acknowledge that Transporter meets the definition of a "Business Associate: as such term is defined in the Health Insurance Portability and Accountability Act of 1996 and the related rules set forth in 45 C.F.R. Parts 160, 162, and 164, as such Act and related rules may be revised from time to time (collectively, "HIPAA"). As a Business Associate, Transporter is required to comply with the Business Associate Agreement attached hereto as Appendix C.

## **ARTICLE XIII CONFIDENTIALITY**

In performing its obligations under this Agreement, Hospice will be required to disclose to Transporter and its affiliates, subject to applicable laws and regulations regarding confidentiality of patient information, certain information pertaining to Hospice Patients (including, but not limited to, assessments, medical records, patient and family histories and the plans of care) (collectively, the "**Patient Information**"), and may be required or elect to disclose to Hospice and its affiliates certain business or financial information of Hospice (all of which, collectively with the Patient Information, will be referred to as the "**Hospice Confidential Information**"). Transporter agrees to treat (and cause its affiliates to treat) the Hospice Confidential Information with the same degree of care Transporter affords to its own similar confidential information. Except as necessary to perform its obligations under this Agreement, as specifically authorized in writing by Hospice, or as otherwise required by law, Transporter will not reproduce any Hospice Confidential Information or disclose or provide any Hospice Confidential Information to any person or entity.

## **ARTICLE IX GENERAL PROVISIONS**

9.1 Legal Compliance. In entering into this Agreement, Hospice and Transporter intend to comply with all applicable laws relating to the provision of health care items and services, and billing, payment, and reimbursement for such services, including but not limited to: section 1877 of the Social Security Act, 42, U.S.C. §1395nn (the "Stark" law); section 1128B(b) of the Social Security Act, 42 U.S.C. §1320a-7b(b) (the Medicare anti-kickback statute); the Florida Patient Brokering Act, section 817.505, Florida Statutes; section 456.054, Florida Statutes (the Florida anti-kickback statute); HIPAA, as amended; and all applicable rules, regulations, and orders promulgated or issued by regulatory authorities.

9.2 No Intent to Induce Referrals. Hospice is not required to make any referrals to Transporter, and Transporter is not required to make any referrals to Hospice. Hospice and Transporter each represents and warrants that: (i) it is entering into this Agreement solely for the purpose of specifying the understanding of the parties with respect to Hospice's provision of Hospice Services to Hospice Patients and Transporter's provision of Transportation Services to Hospice Patients; (ii) it is not entering into this Agreement for the purpose of inducing the referral of business from the other party, to compensate the other party for any referrals, or to obtain

remuneration in return for referrals; (iii) the sole purpose of any remuneration to be paid pursuant to this Agreement is to compensate Transporter based on the fair market value of the Transportations Services that it provides and the amount of such remuneration is not intended to induce referrals and has not been determined based on the past or anticipated volume or value of any referrals by either party to the other; (iv) it has independently verified that the compensation to be paid to Transporter under this Agreement is consistent with the fair market value, in arm’s-length transactions, of the Transportation Services to be provided by Transporter without considering the volume or value of any referrals between the parties.

9.3 Notices. Except as otherwise specified in this Agreement, all notices and other communications which are required or permitted to be given or sent by either party to the other party pursuant to this Agreement shall be in writing and shall be delivered (a) personally by hand delivery, (b) by certified U.S. mail, return receipt requested, postage prepaid, or (c) by reputable overnight courier (such as Federal Express), to the primary address for each party set forth below or to another address as may be designated in a notice delivered to the other party. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the primary address (with the executed return receipt being deemed conclusive evidence of such delivery), or at such time as delivery is refused by the addressee upon presentation. Notwithstanding the foregoing, if a “copy to” address is listed below for either party, any and all notices must be simultaneously copied to such address in order to be considered sufficiently given or received.

Primary Address for Hospice:

Chapters Health System  
12470 Telecom Drive, Suite 301  
Temple Terrace, Florida 33637  
Attention: Contracting Department

Primary Address for Transporter:

Rite Way BLS Services, Inc.  
1655 E. HWY. 50 Suite 312  
Clermont, FL 34711  
Attention: Accounts Payable

Copy to:

Chapters Health System, Inc.  
12470 Telecom Drive, Suite 301  
Temple Terrace, Florida 33637  
Attention: Legal

If applicable, copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

9.4 Relationship Between the Parties. In performing the services specified in this Agreement, it is expressly understood that each party to this Agreement is acting as an independent contractor with respect to the other party, and neither party, nor any of its staff, shall be considered employees of the other party. It is agreed and acknowledged by the parties that, as independent contractors, each party retains the right to contract with and provide services to entities and individuals other than the other party, and nothing in this Agreement shall be interpreted as limiting or restricting in any way the parties’ individual right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein shall authorize either party to act as agent for the other party, to enter into a contract for the other party or make any warranties or representations on behalf of the other party, except to the extent herein provided. Each party shall be liable for its own debts, obligations, acts and omissions (except as set forth in Section 5.2, above), including the payment of all required withholding, social security and other taxes and benefits with respect to its staff.

9.5 Use of Name or Marks. Neither Transporter nor Hospice shall have the right to use the name, symbols, trademarks or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, that one party may use the name, symbols or marks of the other party in written materials previously approved by the other party for the purpose of informing prospective Hospice Patients of the availability of the services described in this Agreement.

9.6 Severability and Interpretation. The provisions of this Agreement are severable, and to the extent that any such provision is held to be prohibited by or invalid under applicable laws, such provision shall be deleted. Article and section headings contained herein are for reference only and shall not limit or control the meaning of any provision of this Agreement. Both parties have participated in a material way in negotiating and finalizing this Agreement, and neither this Agreement nor any provision hereof will be construed against either party on the basis that such party (or such party's attorney) prepared this Agreement.

9.7 Survival. Neither expiration nor termination of this Agreement will terminate those obligations and rights of the parties under this Agreement which by their terms are intended to survive, and those provisions will survive. Without limiting the generality of the foregoing, it is the express intention and agreement of the parties hereto that Article III, Article VII, Article VIII, and Section 5.2, Section 9.1, Section 9.2, Section 9.6, Section 9.10, Section 9.14, Section 9.15, Section 9.16, Section 9.17, and of this Agreement shall survive the expiration or termination of this Agreement for any reason.

9.8 Waiver. No delay or omission on the part of any party hereto in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

9.9 Non-Assignability; Prohibition on Subcontracting. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party without the prior written consent of the other party hereto; provided, however, Hospice may assign or delegate this Agreement (and/or its rights and responsibilities hereunder), in whole or in part, to any other entity which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Hospice. A name change by either party shall not be deemed an assignment. Additionally, Transporter is prohibited from subcontracting with any person or entity to provide any Transportation Services pursuant to this Agreement without Hospice's prior written consent, which Hospice may withhold or condition in its sole and absolute discretion.

9.10 No Third-Party Beneficiaries. This Agreement shall be for the benefit only of the parties hereto and their respective successors and assigns (subject to Section 9.9 above), and there are no third-party beneficiaries of this Agreement.

9.11 Amendment. This Agreement shall not be amended, supplemented or restated, except by an instrument in writing duly executed by the parties hereto.

9.12 Entire Agreement. This Agreement, including any appendices, exhibits, schedules, or other attachments hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

9.13 Representations and Warranties. Each party represents and warrants to the other party that it has been duly organized and is in good standing in the state of its formation, that it has taken all necessary action to authorize it to enter into this Agreement and perform its obligations hereunder, that the person executing this



Agreement on its behalf is duly authorized to do so, and that it is not necessary for any other person to execute this Agreement on its behalf in order to make this Agreement binding upon it.

9.14 Dispute Resolution. In the event of any dispute arising out of this Agreement, the parties agree to use good faith efforts to resolve the dispute through informal discussion, but if informal discussion does not result in a resolution of the dispute, the parties may initiate and prosecute appropriate legal proceedings.

9.15 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

9.16 Jurisdiction and Venue. Any litigation arising out of this Agreement shall be conducted in the court having jurisdiction in Hillsborough County, Florida, and the parties agree that such venue is convenient and proper.

9.17 Attorneys' Fees. In the event of any litigation (including appeals) arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

9.18 Counterparts; Signature. This Agreement may be executed in counterparts, and the signature pages of such counterparts may be assembled to form a single, integrated instrument. Additionally, the parties may execute this Agreement by an exchange of faxed or e-mailed signed copies hereof, each of which shall be deemed to include an original and valid signature. This Agreement shall not become enforceable until signed by all parties.

9.19 Authority to Execute. The undersigned acknowledge that they have full authority to execute this Agreement on behalf of the parties.

WHEREFORE, the parties have executed this Agreement by their signatures below on the day and year so indicated.

**CHAPTERS HEALTH SYSTEM, INC. FOR AND ON BEHALF OF ITS AFFILIATED HOSPICES (AS IDENTIFIED IN APPENDIX D)**

**Rite Way BLS Services, Inc.**

DocuSigned by:  
By: Paola Bianchi Delp, MBA, MHA, ACHE  
Name: Paola Bianchi Delp MBA, MHA, ACHE  
Title: Chief Business Development Officer  
Date: 12/18/2023 | 10:58 AM EST

By: Nadia Samsingh  
Name: Nadia Samsingh  
Title: President  
Date: 12-05-2023

Medicare Provider Number: \_\_\_\_\_  
Medicaid Provider Number: \_\_\_\_\_

**APPENDIX A**  
**Rate and Fee Schedule**

**Rates:****Ambulance Services:**

<b>HCPC</b>	<b>Ambulance Services</b>	<b>Current Medicare Rates</b>
A0428 - (Urban)	BLS Non- Emergency (each way)	Current Medicare Allowable Rate
A0429 - (Urban)	BLS Emergency (each way)	Current Medicare Allowable Rate
A0425- (Urban)	Mileage, per urban mile	Current Medicare Allowable Rate
T2007	Waiting Time (30 MINS)	\$18.00
A0999	Bariatrics - RATE ADDED TO ALS/BLS	\$100.00
A0999	Cancellation (without 24 hours' notice) Only payable if Chapters Health System failed to cancel transportation and correct billing Modifier used.	\$70.00
A0999	Holiday Fee	\$50.00

The parties agree that the Holiday Fee shall apply on transports that occur on Memorial Day, Labor Day, Veteran's Day, Easter, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day.

**No Other Payments.** Except for those rates expressly provided in this Appendix A, and upon the terms and conditions set forth in Article IV of the Agreement (relating to Compensation and Billing), Hospice shall have no obligation whatsoever under any circumstances to make any other payments to Transporter.

## APPENDIX B

### Educational Information

#### THE HOSPICE PHILOSOPHY

The focus of hospice is to provide palliative care that enhances comfort and improves quality of life for patients and families facing life-limiting illnesses. Hospice care addresses not only the physical needs of patients but also their spiritual and psychosocial needs. Hospice care team members include physicians, nurses, counselors, chaplains, hospice aides and volunteers. Services are provided based on individual patient/family needs and desires.

Hospice services can be provided in a variety of settings that include the patient's home (which may be a house, apartment, nursing home or assisted living facility), hospital and hospice inpatient facility or unit. As the patient's disease progresses and care needs change, hospice can implement different services to meet the patient's needs.

At Hospice, we have five core values that define how we deliver care. Our patients and families come first; patient and family needs are our first priority and their needs drive the decisions we make as an organization. We conduct ourselves with honesty and integrity so that we can build a trusting relationship with our patients, families and care partners. We work together to meet common goals so that we can deliver the highest quality care to our patients, families and community. We are stewards of all our resources; this allows us to meet the increased needs of patients and provide more care at the end-of-life, even for patients without insurance or funding. Finally, we work to find new and better ways to care for our community by conducting, participating in, and publishing research and by adding new services and programs based on community needs.

#### INFECTION CONTROL

A frequent occurrence at the end of life is the onset of infection. Hospice is committed to reducing adverse events, such as infections, that can negatively impact patient quality of life. Hospice maintains and documents an effective, organization-wide infection prevention and control program that includes active monitoring, surveillance, identification, prevention and control of known or suspected infections. **In accordance with Hospice's infection prevention and control program, contractor shall ensure that its employees and agents providing care or services to hospice patients:**

- **Are free from communicable diseases.** This requirement obligates contractor to maintain documentation verifying tuberculosis screening and annual influenza vaccinations. Influenza vaccinations may be performed by Hospice's employee health nurse. In the event a person refuses the influenza vaccination, he/she shall sign a document explaining the reason for his/her refusal. Such document shall be (1) in a form approved by Hospice and (2) submitted in the timeframe required by Hospice.
- **Comply with the World Health Organization's 5 Moments for Hand Hygiene.** This includes washing hands with either a waterless alcohol-based gel or running water with soap for at least twenty (20) seconds: (1) before touching a patient, (2) before clean/aseptic procedure, (3) after any contact with any body fluid – even if gloves are worn, (4) after touching a patient, and (5) after touching patient surroundings, including medical equipment – even if the patient has not been touched.
- **Refrain from using artificial fingernails or nail extenders.** In addition, natural fingernails should be trimmed so they are no more than ¼ inch past the fingertip.
- **Practice two-tier precautions to prevent transmission of infectious agents (Standard Precautions and Transmission-Based Precautions),** as recommended by the Healthcare Infection Control Practices Advisory Committee and the Centers for Disease Control and Prevention. Please refer to Part III of the publication available at <http://www.cdc.gov/hicpac/2007IP/2007isolationPrecautions.html>.

If you have any questions or concerns about these infection prevention and control policies, please contact either your hospice patient's assigned care team or Hospice's Employee Health Department.

APPENDIX CBUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “BAA”) is entered into as of January 1, 2024, by and between Chapters Health System, Inc. (“Chapters”), acting on behalf of its current and future covered entity affiliates, which currently include LifePath Hospice, Inc., Good Shepherd Hospice, Inc., Hernando-Pasco Hospice, Inc., Hospice of Okeechobee, Incorporated, Chapters Health Palliative Care, LLC, Chapters Health Pharmacy, LLC, Cornerstone Hospice & Palliative Care, Inc., Cornerstone Health Services, LLC, Cornerstone Centers for Wellbeing, LLC, Cornerstone Hospice & Palliative Care of Georgia, LLC, Hope Hospice and Community Services, Inc. and its affiliated entities, and Capital Caring and its affiliated entities (each individually, a “Covered Entity,” collectively, the “Chapters Affiliated Covered Entity”), and Rite Way BLS Services, Inc. (“Contractor”).

RECITALS

- A. Each Covered Entity is a “health care provider” and “covered entity” under the final regulations issued by the U.S. Department of Health and Human Services (“HHS”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
- B. Each Covered Entity has taken all required action(s) necessary to affiliate as a single covered entity in accordance with 45 C.F.R. § 164.105(b).
- C. Chapters provides administrative and management services to the Affiliated Covered Entity.
- D. Contractor, through the provision of certain services for or on behalf of Chapters or a Covered Entity, is or may be a “business associate” of the Affiliated Covered Entity under HIPAA.
- E. Chapters and Contractor acknowledge their commitment to complying with HIPAA.

Therefore, in consideration of the mutual agreements set forth in this BAA, Chapters and Contractor, acknowledging the truth and accuracy of the foregoing recitals, agree as follows:

1. **BACKGROUND AND PURPOSE.** *The Parties have entered into, and may in the future enter into, one or more written agreements (the “Underlying Contract(s)”), that require Contractor to be provided with, to have access to, and/or to create protected health information that is subject to HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), part of the American Recovery and Reinvestment Act of 2009 (“ARRA”), the Genetic Information Nondiscrimination Act of 2008, and the final regulations to such acts codified at 45 C.F.R. parts 160 and 164 (collectively, the “HIPAA Regulations”). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to Contractor’s Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Chapters and the Chapters Affiliated Covered Entity to comply with the HIPAA Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in each of the Underlying Contract(s).*

2. **DEFINITIONS.** *Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that:*

a. *“PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Contractor received from or created on behalf of Chapters or the Chapters Affiliated Covered Entity;*

b. *“Administrative Safeguards” shall have the same meaning as the term “administrative safeguards” in 45 C.F.R. § 164.304 in relation to the protection of that information;*

c. *“Contractor” shall mean Rite Way BLS Services, Inc. and, if applicable, any and all affiliates, directors, partners, members, managers, officers, employees, contractors, and agents of such person or entity; and*

d. *“Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).*

3. **GENERAL COMPLIANCE WITH HIPAA.** Contractor acknowledges it is required by law to comply with *the* Privacy Rule (as defined herein), the Security Rule (as defined herein), Breach Notification Rule (as defined in 45 C.F.R. §§ 164.400-414), and the Enforcement Rule (as defined in 45 CFR Part 160, Subparts C, D, and E) of the HIPAA Regulations.

4. **SPECIFIC OBLIGATIONS OF THE PARTIES.**

a. **Obligations of Contractor.** *With regard to its Use and/or Disclosure of PHI, Contractor agrees to:*

i. *Use and Disclose PHI only as permitted or required by the Underlying Contracts, this BAA, and applicable law;*

ii. *Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by this BAA;*

iii. *Report to Chapters any Use or Disclosure of PHI not provided for by this BAA of which Contractor becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware;*

iv. *In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor agree in writing to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;*

v. *Within two (2) business days of receiving a written request from Chapters, make available to Chapters PHI necessary for Chapters and/or the Chapters Affiliated Covered Entity to respond to Individuals’ requests for access to their PHI in the event that the PHI in Contractor’s possession constitutes a Designated Record Set. In the*

*event any Individual requests access to PHI directly from Contractor, Contractor shall within two (2) business days forward such request to Chapters. Any approval or denial of access to the PHI requested shall be the responsibility of Chapters and/or the Chapters Affiliated Covered Entity;*

vi. *In the event that the PHI in Contractor's possession constitutes a Designated Record Set, make available to Chapters PHI for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Part 164 Subpart E ("Privacy Rule") within two (2) business days of receiving a written request from Chapters. In the event any Individual requests that Contractor amend any PHI maintained by Contractor, Contractor shall within two (2) business days forward such request to Chapters. Before forwarding any PHI to Chapters and/or the Chapters Affiliated Covered Entity, Contractor shall indicate in the Designated Record Set any material it deems unavailable to the Individual pursuant to 45 C.F.R. § 164.526. Any such amendment to the PHI shall be the responsibility of Chapters and/or the Chapters Affiliated Covered Entity. Within five (5) business days of receipt of a request from Chapters and/or the Chapters Affiliated Covered Entity to amend an individual's PHI in the Designated Record Set, Contractor shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 C.F.R. § 164.526;*

vii. *Within two (2) business days of receiving a written request from Chapters, make available to Chapters the information required for Chapters and/or the Chapters Affiliated Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. Specifically, Contractor shall provide Chapters and/or the Chapters Affiliated Covered Entity with the following information: (1) the date of the disclosure, (2) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (3) a brief description of the PHI disclosed, and (4) a brief statement of the purpose of such disclosure. If applicable, Contractor shall also provide a copy of a written request from the Secretary of Health and Human Services to investigate or determine compliance with HIPAA. In the event the request for an accounting is delivered directly to Contractor, Contractor shall within one (1) business days forward such request to Chapters;*

viii. *To the extent the Contractor is to carry out one or more obligations of Chapters or the Chapters Affiliated Covered Entity under the Privacy Rule, comply with the requirements of Privacy Rule that apply to the covered entity in the performance of such obligation(s); and*

ix. *Make its internal practices, books and records available to Chapters and the Secretary of HHS for purposes of determining compliance with the HIPAA Regulations;*

x. ***Upon the expiration or termination of an Underlying Contract, return to Chapters or destroy all PHI, including such information in possession of Contractor's subcontractors, as a result of the Underlying Contract at issue and retain no copies, if it is feasible to do so. If the parties mutually agree that the return or destruction of all PHI is infeasible, Contractor agrees to extend all protections, limitations and restrictions contained in this BAA to Contractor's Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible. If return or destruction becomes feasible, Contractor shall return the PHI to Chapters or destroy (and certify in writing to Chapters and/or the Chapters Affiliated Covered Entity that it has destroyed) such PHI. This provision shall survive the termination or expiration of this BAA and/or any Underlying Contract;***

xi. ***Use reasonable commercial efforts to mitigate any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this BAA;***

xii. ***Implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI as required by 45 C.F.R. Part 164 Subpart C ("Security Rule"). Such Safeguards must reasonably protect the ePHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this BAA;***

xiii. ***Maintain policies, procedures and documentation in accordance with 45 C.F.R. § 164.316;***

xiv. ***Ensure that any agent and subcontractor to whom Contractor provides ePHI agrees to implement reasonable and appropriate Safeguards to protect ePHI;***

xv. ***Comply with notifications from Chapters and/or the Chapters Affiliated Covered Entity that Chapters and/or the Chapters Affiliated Covered Entity have granted an Individual's request for restrictions on the use or disclosure of his/her PHI consistent with the HIPAA Regulations;***

xvi. ***Comply with the requirements regarding "minimum necessary" under the HITECH Act and the HIPAA Regulations. Chapters and Contractor acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and HIPAA Regulations;***

xvii. ***Comply with the prohibition on receiving remuneration for certain communications that fall within the exceptions to Marketing (as defined in 45 C.F.R. §164.501) unless permitted by the HIPAA, the HITECH Act, or the HIPAA Regulations;***

xviii. **Report** to Chapters, within two (2) business days of discovery, any Security Incident of which Contractor becomes aware. In addition, within ten (10) business days following such notification, Contractor shall submit to Chapters a written report describing the Security Incident in sufficient detail for Chapters to evaluate both the impact of such Security Incident as well Contractor's response to such Security Incident and/or Contractor's security measures designed to protect against such Security Incident. Notwithstanding the foregoing, the Parties acknowledge and agree that this section constitutes notice by Contractor to Chapters of the ongoing existence and occurrence of attempted Unsuccessful Security Incidents (as defined herein). "**Unsuccessful Security Incidents**" shall include, but not be limited to, pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI;

xix. **Make its policies, procedures and documentation required by the Security Rule available to the Secretary of HHS for purposes of determining compliance with the Security Rule by Chapters and/or the Chapters Affiliated Covered Entity;**

xx. **Comply with the requirements concerning breaches of unsecured PHI and breaches of security set forth in more detail in Section 5 below; and**

xxi. Not directly or indirectly receive remuneration in exchange for any PHI of an Individual, unless either (1) Chapters and/or the Chapters Affiliated Covered Entity obtained, in accordance with 45 C.F.R. §164.508, a valid authorization from the Individual that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that Individual; or (2) any of the exceptions listed in HITECH Act §13405(d)(2), or any rules promulgated thereunder, apply.

b. **Permitted Uses and Disclosures of PHI. Except as otherwise specified in this BAA or required by law, Contractor may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contract(s). Unless otherwise limited herein, Contractor may:**

i. **Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of Contractor;**

ii. **Disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to carry out the legal responsibilities of Contractor,** provided the disclosures are Required by Law, or Contractor obtains reasonable assurances from the third party that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

iii. **If expressly permitted by the Underlying Contracts(s), provide Data Aggregation services relating to the Health Care Operations of Chapters and/or the Chapters Affiliated Covered Entity; and**

c. **Obligations of Chapters. Chapters agrees to:**



i. Notify Contractor of any changes or additions to the applicable Notice of Privacy Practices of the Chapters Affiliated Covered Entity (a copy of which will be provided to Contractor upon request) produced in accordance with 45 C.F.R. § 164.520 to the extent that any such changes or additions may affect Contractor's use or disclosure of PHI;

ii. *Timely notify Contractor, in writing, of any arrangements between Chapters or the Chapters Affiliated Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by Contractor under this BAA;*

iii. Provide Contractor notice in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, including the expiration or revocation of an authorization, or if consent or authorization is found to be defective, if any such change or revocation may affect Contractor's use or disclosure of PHI;

iv. Notify Contractor in writing of any restriction to the use or disclosure of PHI that Chapters or the Chapters Affiliated Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that any such restriction may affect Contractor's use or disclosure of PHI; and

v. Not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Standards or the Security Rule if done by Chapters or the Chapters Affiliated Covered Entity.

5. **BREACHES OF "UNSECURED PHI" AND BREACHES OF "SECURITY."**

a. **Duty to Notify Chapters of Breach of Unsecured PHI.** Contractor shall report any "breach" of "unsecured PHI" (as those terms are defined in 45 C.F.R. §164.402, including all of its subsections) to Chapters within two (2) business days from which such breach is known to Contractor or Contractor's employee, officer, or other agent (excepting the individual committing the breach) or, by exercising reasonable diligence, would have been known to Contractor, Contractor's employee, officer, or other agent (excepting the individual committing the breach). Contractor shall not contact any Individuals suspected to be affected by the breach without prior written approval of Chapters and/or the Chapters Affiliated Covered Entity.

b. **Duty to Notify Chapters of Breach of Security.** Contractor shall report any "breach of security" (as such term is defined in section 501.171, Florida Statutes, including all of its subsections) to Chapters within two (2) business days after it has determined, or has reason to believe, that such breach has occurred.

c. **Duty to Provide Chapters with Breach Report.** Within five (5) business days of the notification required pursuant to Subsections 5(a) and 5(b), above, Contractor shall provide Chapters with a detailed, written report, which shall include, to the extent possible:

i. The identification of each person whose PHI or "personal information" (as such term is defined in section 501.171, Florida Statutes) has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the breach;

ii. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

iii. A description of the types of PHI or personal information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

iv. Any steps persons should take to protect themselves from potential harm resulting from the breach;

v. A brief description of what Contractor is doing to investigate the breach, to mitigate harm to the persons whose PHI or personal information has been breached, and to protect against any further breaches; and

vi. Contact procedures for persons to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

If any of the information in this Subsection 5(c) is not available at the time a report is due, Contractor shall provide Chapters such information as promptly thereafter as information becomes available.

d. **Law Enforcement Delay.** If a Law Enforcement Official (as that term is defined in 45 C.F.R. §164.103) states to Contractor that any report or notification relating to a breach would impede a criminal investigation or cause damage to national security, Contractor shall:

i. If the statement from the Law Enforcement Official is in writing and specified the time for which a delay is required, delay such notification, notice, or posting for the time period specified by the Law Enforcement Official; or

ii. If the statement from the Law Enforcement Official is made orally, document the statement, including the identity of the Law Enforcement Official making the statement, and delay the notification, notice or posting temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement is submitted during that time (in which case Subsection 5(d)(i) shall apply).

e. **Costs of Reporting Breach.** In instances in which unsecured PHI or personal information is maintained, used, or disclosed by the Contractor in a manner that constitutes a breach, and for which such breach Chapters and/or the Chapters Affiliated Covered Entity is required to provide notification pursuant to 45 C.F.R. §§ 164.404 – 164.408 or pursuant to section 501.171, Florida Statutes, Contractor shall reimburse Chapters and/or the Chapters Affiliated Covered Entity for all costs associated with the obligation to notify individual(s), the government, and/or the media of such breach.

f. **Compliance with Applicable State Law Regarding Breach.** Parties hereby acknowledge that in addition those breach notification requirements set forth in the HIPAA, the HITECH Act, and the HIPAA Regulations, each party, including the individual Covered Entities, shall also comply with applicable state law, including without limitation section 501.171, Florida Statutes (for Florida affiliated covered entities), unless such state law is contrary to the HIPAA

Regulations. A provision of state law shall be deemed "contrary" to the HIPAA Regulations and HITECH Act if it is impossible to comply with both the state law and the HIPAA Regulations and HITECH Act or if the state law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of the breach notification provisions in the HIPAA Regulations or HITECH Act.

g. **Address for Notifications and Reports Concerning a Breach.** All notifications and reports required under this Section 5 shall be sent to:

Chapters Health System, Inc.  
12470 Telecom Drive, Suite 301  
Temple Terrace, Florida 33637  
Attention: HIPAA Privacy Officer

6. **PENALTIES, FINES, AND ASSESSMENTS.** Contractor shall be responsible for the full cost of all administrative, civil, and/or criminal penalties, fines, and/or assessments imposed upon Contractor or upon Chapters or the Chapters Affiliated Covered Entity as a result of the failure of Contractor, its officers, directors, employees, or agents to comply with this BAA or any requirement imposed upon Contractor through section 501.171, Florida Statutes, other applicable state law or regulation, HIPAA, the HITECH Act, or ARRA, or any other applicable state or federal law, as amended from time to time, and including any related regulations, as amended from time to time. The obligations in this Section 6 shall survive the expiration or termination of this BAA for any reason.

7. **TERMINATION FOR MATERIAL BREACH OR NONCOMPLIANCE.** *Should either party become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by the other party, the non-breaching party shall provide the breaching party with written notice of such breach in sufficient detail to enable the breaching party to understand the specific nature of the breach. The non-breaching party shall be entitled to terminate the Underlying Contract associated with such breach if, after the non-breaching party provides the notice to the breaching party, the breaching party fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved.*

8. **INDEMNIFICATION.** Contractor shall indemnify and hold Chapters and each Covered Entity, their directors, officers, employees, agents, and subcontractors (each an "Indemnified Party") harmless from and against any and all actual losses, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or related to a breach of this BAA that is directly attributable to Contractor, including without limitation any and all indirect damages (including loss of reputation) suffered by Chapters or a Covered Entity. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this BAA for any reason.

9. **OFFSHORING.** In performing functions, activities or services for, or on behalf of, Chapters or the Chapters Affiliated Covered Entity, Contractor shall not transmit or make available in any way (including by remote access) any PHI to any entity or individual outside the United States without the prior written consent of Chapters' Privacy Officer and Chief Legal Officer.

10. **MISCELLANEOUS.**

a. **Third Party Beneficiaries.** The parties hereto expressly acknowledge and agree that because this Agreement is intended by the parties to directly benefit each Covered Entity, such entities are intended third-party beneficiaries with respect to this Agreement and may enforce any

and all of the provisions of the Agreement, including without limitation the covenants, undertakings, agreements, representations and warranties set forth herein, directly against Contractor. The parties further agree that, except for the intended third-party beneficiaries identified herein, no other persons or entities shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto.

b. **Amendment.** This BAA amends and supplements the Underlying Contract(s), and to the extent of any inconsistency between this BAA and the Underlying Contract(s) or any previously executed business associate agreement between the parties, the provisions of this BAA shall control. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this BAA may be required to ensure compliance with such developments. The parties agree to take such action as necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, and any other applicable law. Except as set forth below, any amendment or modification to this BAA must be in writing and signed by the parties. Notwithstanding the foregoing, Chapters may unilaterally amend this BAA upon prior written notice to Contractor in order to comply with any applicable regulatory requirements, including without limitation changes to the HIPAA Regulations. Chapters will provide Contractor at least thirty (30) days' prior written notice of any unilateral amendment, unless a shorter notice period is necessary in order to accomplish regulatory compliance.

c. **Authorization.** The undersigned represents and warrants to Chapters that he/she is authorized to execute and deliver this BAA on behalf of Contractor.

d. **Effect of Assignment of Underlying Contract(s).** In the event of an assignment of the Underlying Contract(s), the parties agree that this BAA shall automatically be assigned to the assignee of the Underlying Contract(s) and that such person or entity (1) shall assume all rights responsibilities of the assigning party under this BAA and (2) shall be bound by the terms and conditions set forth in this BAA.

e. **Regulatory References.** A reference in this BAA to a section in the HIPAA Regulations means the section as in effect or as amended.

f. **Interpretation.** Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Regulations.

*WHEREFORE, the parties have executed this BAA by their signatures below on the day and year first written above.*

**CHAPTERS HEALTH SYSTEM, INC., for and on behalf of its current and future covered entity affiliates**

Rite Way BLS Services, Inc.

Type text here

DocuSigned by:  
By: Paola Bianchi Delp, MBl, MHA, dLHE  
Name: Paola Bianchi Delp MBA, MHA, ACHE  
Title: Chief Business Development Officer

By: Nadia Samsingh  
Name: Nadia Samsingh  
Title: President

**APPENDIX D**  
**CHAPTERS HEALTH SYSTEM HOSPICE AFFILIATES**

**LifePath Hospice, Inc.**

12470 Telecom Drive, Suite 400  
Temple Terrace, FL 33637  
Phone# (813)877-2200  
TIN: 20-5276870

*Service Area: Hillsborough County, Florida*

**Good Shepherd Hospice, Inc.**

3740 Lakeland Hills Blvd  
Lakeland, Florida 338056  
Phone# (863)682-0027  
TIN: 20-5276923

*Service Areas: Polk, Hardee, and Highlands counties, Florida*

**Hernando-Pasco Hospice, Inc. D/B/A HPH Hospice**

12260 Cortez Blvd, Brooksville,  
Florida 34613-2626  
Phone#- (727) 863-7971  
TIN: 59-2217929

*Service Areas: Hernando, Pasco, Pinellas and Citrus counties,  
Florida*

**Hospice of Okeechobee, Incorporated**

411 Southeast 4th Street  
Okeechobee, Florida 34974  
Phone: (863) 467-2321  
TIN: 59-2831397

*Service Areas: Martin, Okeechobee, and St. Lucie counties,  
Florida*

**Good Shepherd Hospice, Inc. D/B/A Chapters Health Hospice**

11400 Overseas Hwy  
Marathon, FL 33050  
Phone: (305) 396-8100  
TIN:20-5276923

*Service Areas: Monroe County, FL*

**Hernando-Pasco Hospice, Inc. D/B/A Chapters Health Hospice**

13900 Tech City Circle, Ste. 500  
Alachua, FL 32615  
Phone: (352) 527-4761  
TIN:59-2217929

*Service Areas: Alachua, Bradford, Columbia, Dixie, Gilchrest, Hamilton, Lafayette, Levy, Putnam, Suwanee, and  
Union counties, Florida*

**Cornerstone Hospice & Palliative Care, Inc.**

2445 Lane Park Road

Tavares, FL 32778

Phone: (352) 343-2320

TIN: 59-2338114

*Service Areas: Lake, Marion, Osceola, Hardee, Highlands, Orange, Polk, and Sumter counties, Florida*

**Hope Hospice and Community Services, Inc.**

9470 HealthPark Circle.

Fort Myers, FL 33908

Phone: (239) 482-4673

TIN: 59-2128697

*Service Areas: Glades, Hendry and Lee counties, Florida*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: QUICK FLORIDA QUOTES, INC. 15190 SW 136th Street Ste 10 Miami, FL 33196. CONTACT NAME: IMO. PHONE: (305)222-7070. E-MAIL ADDRESS: imoh@quickflquotes.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Liability & Fire Insurance Co, INSURER B: Accelerant Specialty Insurance Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liability (PL).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NEMT/BLS OPERATOR
2020 FORD 1FDBR1CG2LKB61533
CERTIFICATE HOLDER IS ADDITIONAL INSURED.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: ORANGE COUNTY RISK MANAGEMENT DIVISION 109 E. CHURCH STREET, SUITE 200 ORLANDO FL 32801. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

**SECTION II**

a. **PROVIDE CURRENT STATE OF FLORIDA LICENSED AMBULANCE SERVICE NUMBER:**

b. **PROVIDE THE FOLLOWING INFORMATION FOR YOUR MEDICAL DIRECTOR. ADDITIONALLY, ATTACH PROOF OF EMPLOYMENT WITH YOUR AGENCY OR A CONTRACT FOR SERVICE.**

**NAME:**

**ADDRESS:**

**PHONE NUMBER:**

**FLORIDA MEDICAL LICENSE NUMBER:**

c. **DESCRIBE THE STAFFING PATTERNS FOR EMTS, DRIVERS, AND PARAMEDICS:**

**CHECK IF SUPPLIED AS AN ATTACHMENT**

Schedule consists of two to three 12 hr. shifts. 7 days a week from 0800-2000.

d. **PROVIDE A STATEMENT SIGNED BY THE AGENCY AND THE MEDICAL DIRECTOR ATTESTING THAT ALL UTILIZED PARAMEDICS ARE CERTIFIED AND AUTHORIZED BY THE MEDICAL DIRECTOR TO PERFORM ADVANCED LIFE SUPPORT IN THE STATE OF FLORIDA**



**AGREEMENT TO SERVE AS MEDICAL DIRECTOR  
OF RITEWAY BLS SERVICES, INC.**

This Agreement to Serve as Medical Director of Riteway BLS Services, Inc. (the "Agreement") is entered into by and between Riteway BLS Services, Inc., a Florida corporation, (hereinafter referred to as the "Company") and James F. Tanis, M.D., an individual (hereinafter referred to as "Doctor").

**RECITALS:**

**WHEREAS**, Company operates as business focused on providing ambulance transportation services to medical providers, such as hospitals, nursing homes, and hospice care facilities, to transport their patients between facilities and to other medical providers; and

**WHEREAS**, Doctor is a medical doctor licensed to practice medicine in the state of Florida; and

**WHEREAS**, Company desires to engage Doctor to be Company's medical director in accordance with the terms, conditions and provisions of this Agreement; and

**WHEREAS**, Doctor desires to be the Company's medical director and provide the services required under Florida law and in accordance with the terms, conditions and provisions of this Agreement.

**NOW THEREFORE**, in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

**1. RECITALS AND EFFECTIVE DATE.** Each of the above recitals is true and correct and by reference made a part of and incorporated into this Agreement. The "Effective Date" of this Agreement is the date signed by the last party to sign it.

**2. ENGAGEMENT AND TERM.** The Company agrees to engage Doctor and Doctor agrees to serve the Company, upon the terms and conditions set forth in this Agreement. Unless terminated earlier pursuant to the terms hereof, the term of this Agreement shall be for an initial period of six (6) months plus the time it takes for Company to obtain its license to operate in the State of Florida, commencing on the Effective Date and ending as of the day of the six (6) month anniversary of after Company obtains its license to operate in the State of Florida (the "Initial Term").

**3. OPTION TO RENEW.** This Agreement may be renewed for one continued period of six (6) months ("Renewal Term") at the election of Company.. The Initial Term and the subsequent Renewal Term(s) shall collectively be referred to herein as "Term."

**4. EARLY TERMINATION.** If Company engages the services of another medical doctor licensed to practice medicine in the State of Florida, and such doctor is qualified to be Company's medical director, Company may terminate this Agreement with 30 days notice to Doctor, notwithstanding any contrary term of this Agreement.

## 5. SCOPE OF AGREEMENT.

A. This Agreement is limited solely and strictly to Company's engagement of Doctor to provide those specific services set forth herein.

B. The compensation paid to Doctor for services provided is remuneration for specific and actual services rendered by Doctor.

C. Doctor acknowledges that his status as the medical director of Company shall not affect or interfere with the physician-patient relationship.

D. Nothing in this Agreement shall be deemed to modify the physician-patient relationship or the confidential relationship between a physician and patient as specified by law.

E. Doctor shall exercise independent professional judgment in the treatment and care of any and all patients, and in this regard shall have exclusive control over decisions requiring professional medical judgment, and shall be solely responsible for the medical care of his patients.

F. Doctor is engaged to serve as the medical director of the Company.

G. Doctor agrees to serve the Company faithfully and to the best of his ability for the term of this Agreement in a professional capacity, devoting such working time, energy and skill as is necessary to fulfill the business purposes of the Company as its medical director.

H. Doctor shall use his best efforts to be loyal and faithful to the Company at all times, and shall constantly endeavor to improve his professional ability, skills and knowledge in an effort to increase the value of his services for the mutual benefit of Doctor and the Company.

I. Doctor shall endeavor to maintain and enhance the Company's relationship with the hospital(s) and other medical provider facilities for which the Company provides ambulance transportation services.

J. Doctor shall review, update, approve, and sign off on the Company's protocol book and all of its policies and procedures regarding the Company's emergency medical technician related services, and use and storage of medical equipment, supplies and resources, including oxygen, oxygen tanks.

K. Doctor review transport logs and shall meet and greet the Company's staff members, and shall be responsible for directing their overall performance, evaluations and discipline.

L. Doctor shall be reasonably available to consult, meet and deal with emergent patients when appropriate and/or necessary.

M. Doctor shall report any deficiencies in any of the Company's operations to

Riteway BLS Services, Inc. and Doctor  
Agreement to Serve as Medical Director of Riteway BLS Services; Inc.; Page 3

Company's president within a reasonable time of discovery.

N. Doctor shall cooperate with Company in applying for all County and State licenses required to operate, and sign any document required by County and State agencies in furtherance thereof.

#### **4. COMPENSATION AND OTHER BENEFITS.**

A. In consideration for the services rendered by Doctor pursuant to this Agreement, Company shall pay Doctor \$1,500.00 per month, beginning the 15 days from the day Company obtains its license to operate in the State of Florida, and payable every month thereafter for a period of six (6) months, with payments to be made by the 15<sup>th</sup> of each month. If Company elects to renew this Agreement pursuant to Section 3 above, Company shall pay Doctor \$2,000.00 per month for such Renewal Term. The payment of all compensation to Doctor pursuant to this Agreement shall be subject to the Company's normal payroll practices including withholding for Federal income and engagement taxes (e.g., social security, FICA, Medicare, unengagement insurance). Net profits are defined as gross revenue collected by Company, less any ordinary and necessary expenses in accordance with generally accepted accounting principles.

B. All payments due to Doctor pursuant to this Agreement shall be made payable, and send to the following, unless Doctor notifies Company otherwise in writing:

Cambridge Consulting Group  
PO Box 1086  
Cambridge, Maryland. 21613

Doctor shall provide, or cause to be provided, a W-9 for Cambridge Consulting Group before any payments are made pursuant to this Agreement.

**5. ASSIGNMENT OF FEES; BILLING AND CHARGES.** All fees, revenues and receivables for services performed by Doctor and others for Company and for the customers of Company under this Agreement shall be the sole and exclusive property of Company. In no event shall Doctor be entitled to any portion of such fees, revenues and receivables. Doctor shall not take any action which impairs or interferes with the ability of Company to receive assignment for services rendered by Doctor and others pursuant to this Agreement. Doctor shall, and hereby does, assign and shall account and pay to Company all accounts receivable, compensation and any other form of remuneration due from or paid by any source attributable to services rendered pursuant to this Agreement. Company shall be solely responsible for billing customers and all third party payors, including insurance companies, private health plans, and government funded healthcare programs (collectively, "Payors") for services performed by Doctor and other workers, and collecting the fees for such services, under the terms of this Agreement. Doctor acknowledges that Company or its assignee may submit these billings in its own name, and that Doctor is hereby precluded from billing any party for Doctor's professional services performed under this Agreement unless required by a Payor, in which event Doctor shall bill such services with the understanding that all fees generated from such billings shall belong to Company or its assignee. Doctor hereby authorizes and grants Company a limited power of attorney to endorse and deposit into its account any checks payable to Doctor on account of professional services rendered during the term of this Agreement. Doctor hereby assigns to Company the right to use

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Doctor's name and a description of Doctor's experience and background for purposes of marketing Company or complying with disclosure requirements in negotiating managed care contracts. The covenants and obligations of Doctor contained in this Section shall survive the termination or expiration of this Agreement. Company, in its sole discretion, shall establish the fees to be charged for professional medical services provided by Doctor.

**6. SERVICES.** Doctor agrees to, during normal working hours, devote sufficient professional time and attention to providing services required under this Agreement to and on behalf of Company, pursuant to the terms and conditions set forth herein, together with such reasonable administrative duties as he may be required to perform for Company, at Company's request. Doctor specifically agrees to of a medical director as outlined in Florida Statutes, Section 400.9935(1)(a)-(g), (2), and (3) and other applicable Florida Statutes, rules and regulations.

**7. DOCTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**  
Doctor covenants, represents and warrants to Company that:

A. Doctor is a physician duly licensed to practice medicine in the State of Florida, and that he will maintain his license to practice medicine during the term of this Agreement. He further represents and warrants that he will promptly notify the Company of any action, inaction, omission, or other facts or allegations which may jeopardize his license to practice medicine in the State of Florida during the term of this Agreement, and/or which he is or may become aware of which may affect his license to practice medicine in the State of Florida.

B. Doctor, to the best of his knowledge, is not currently a party to any lawsuits involving his medical practice anywhere on earth and, to the best of his knowledge, knows of no facts which would reasonably cause him/him to believe that such an action would be filed.

C. In the event of any claims brought or threatened by any party or any patient against Company relating to the status of Doctor or acts of the Doctor, Doctor agrees to cooperate with the Company whenever requested to do so.

D. Doctor is solely and completely accountable for the services he provides which are unrelated to Company, and acknowledges his understanding that the he will indemnify Company for any liability incurred by him, as well as his agents or personnel, which are/were unrelated to Doctor's responsibilities under this Agreement.

E. Doctor is not a party to any agreement or commitment, or subject to any restriction or agreement containing confidentiality or non-compete covenants, which may have a possible present or future adverse affect on Company or Doctor in the performance of Doctor's duties under this Agreement.

F. Doctor is qualified to perform the services required under this Agreement under the laws of the State of Florida.

G. There is no judgment, action, claim, suit, proceeding, peer review proceedings, administrative agency disciplinary action or investigation pending or threatened

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against Doctor(or to which Doctor is a party) and Doctor is not aware of any facts or circumstances which could serve as a basis for an action, claim, suit, proceeding, administrative agency disciplinary action or investigation against Doctor, which may have a possible present or future adverse affect on Company or Doctor's ability to perform the required services under this Agreement.

H. Doctor has not been convicted of:

- (1) any offense related to the delivery of an item or service under the Medicare or Medicaid program or any other federally or state funded insurance program;
- (2) a criminal offense involving moral turpitude or a criminal offense related to the delivery of a health care item or service;
- (3) fraud, theft, embezzlement, or other financial misconduct;
- (4) unlawful manufacture, distribution, prescription, dispensing, sale, or possession of a controlled substance; or
- (5) obstructing an investigation of any crime referred to above.

I. Doctor has not and shall not take any action directly or indirectly, in violation of any applicable fraud and abuse laws including, without limitation, 18 U.S.C. §201 (bribery of public officials); 18 U.S.C. §286 (conspiracy to defraud government with respect to claims); 18 U.S.C. §287 (false, fictitious or fraudulent claims); 18 U.S.C. §371 (conspiracy to commit offense or to defraud the government); 18 U.S.C. §666 (theft or bribery concerning programs receiving federal funds); 42 U.S.C. §1320a-5 (disclosure of ownership and related information); 42 U.S.C. §1320a-7a (civil monetary penalties); 42 U.S.C. §1320a-7b (criminal penalties); 42 U.S.C. §1395u(b)(6) (prohibition against factoring of Medicare payments); 42 U.S.C. §1395nn(a) (making false statements or representations in application for Medicare payment); 42 U.S.C. §1395nn(b) (illegal remunerations); 42 U.S.C. §1395nn(d) (violation of assignment terms); 42 U.S.C. §1396a(32) (prohibition against factoring of Medicaid payments); 42 U.S.C. §1396h(a) (making false statements or representations in application for Medicaid payments); and 42 U.S.C. §1396h(d) (illegal patient admittance and retention practices).

J. Doctor agrees to be bound by and comply with all rules, policies and regulations of Company.

K. Doctor agrees to indemnify and hold Company free and harmless from and against any liabilities or expenses that Company may incur, arising from a breach or misrepresentation for the provisions of this Section including attorney's fees, court costs, and expenses, whether suit be brought, or not, including those on appeal.

L. Doctor agrees to immediately notify Company of any fact or circumstance which occurs or is discovered during the Term of this Agreement, which alone or with the passage of time and/or the combination with other reasonably anticipated factors renders or could

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reasonably render any of these representations and warranties to be untrue.

M. Each of the foregoing representations, warranties and covenants independently and collectively are intended by Doctor to constitute material inducements for Company to enter into this Agreement.

**8. DOCTOR'S AVAILABILITY.** Doctor agrees that during the term of this Agreement, during normal working hours, Doctor will arrange to be available to perform the duties hereunder during the regular business hours of the Company.

**9. PERFORMANCE.** In performing services under this Agreement, Doctor shall at all times: (i) use diligent efforts and professional skills and judgment, (ii) perform services in accordance with recognized standards of professional practice, (iii) comply with Company's governing documents and policies including, without limitation, its procedure policies and manuals, (iv) comply with governing documents and policies of any hospitals, facilities and/or entities to which Company provides services and within which the Doctor is providing services to patients, (v) assist in all processing of claims and/or bills for collection, as necessary (vi) provide prompt services to patients, irrespective of sex, race, color, national origin, any handicap, whether perceived or actual as that term is defined under the federal Rehabilitation Act or the Americans With Disabilities Act or other applicable state antidiscrimination laws, (vii) act in a manner consistent with the Principles of Medical Ethics of the American Medical Association, (viii) perform under this Agreement as may be required by any applicable federal, state or local standard, ruling or regulation or by any agency, corporate entity, or individual exercising authority with respect to or affecting the Company, and (ix) comply with all applicable federal, state and local laws and regulations.

**10. AUTHORITY TO BIND.** Doctor shall not have authority, and it is expressly outside the scope of Doctor's engagement under this Agreement, to enter into any contracts binding upon Company or to create any obligations on the part of Company.

**11. ACCESS TO BOOKS, DOCUMENTS AND RECORDS.** Doctor hereby acknowledges and agrees that Company is the sole owner of all reports, records and supporting documents prepared by Company employees (the "Medical Records") within the meaning of Florida Statutes, Section 456.057 and any other relevant Florida law, rules or regulations; Doctor expressly and specifically designates the Company as the records owner of such records. This provision is not intended to interfere with any rights Doctor's patients may have to access, or obtain copies of their individual Medical Records. All patient Medical Records shall be maintained in a professional and competent manner in accordance with recognized standards of professional practice.

**12. TERMINATION.**

A. Death of Doctor. In the event of Doctor's death, this Agreement shall automatically terminate. Company shall have no further obligation under this Agreement to make any payments to, or bestow any benefits on, Doctor's trust, estate, beneficiary or beneficiaries from and after the date of Doctor's death, except for any payments accrued, due and owing to Doctor for service performed under this Agreement.

Riteway BLS Services, Inc. and Doctor  
Agreement to Serve as Medical Director of Riteway BLS Services; Inc.; Page 7

B. Termination by Company for Cause. Company shall be entitled to immediately terminate this Agreement at any time "for cause." For purposes of this Agreement, the term "for cause" shall include, without limitation:

- (1) Doctor's conviction of, or plea of guilty to, criminal conduct (other than conviction of, or a plea of guilty to, a traffic violation);
- (2) Misrepresentations by Doctor of any of the representations, warranties and covenants contained hereinabove;
- (3) Doctor's material breach of a term of this Agreement, including any amendments hereto;
- (4) Doctor's failure to maintain an unrestricted license to practice medicine in the State of Florida; loss of eligibility to participate in the programs under Titles XVIII (Medicare) and XIX (Medicaid) of the Social Security Act, as amended and any other government-funded healthcare program in which Company participates; loss of DEA certification; loss of hospital privileges at hospitals at which Doctor provides services for Company; or loss of Liability Insurance (as herein defined below)
- (5) the use, at any time, of unlawful drugs or the unlawful use of prescription drugs, or the abuse of alcohol that poses a threat to the health or safety of patients or which impairs the ability of Doctor to perform Doctor's essential duties and obligations under this Agreement;
- (6) commission of an act of fraud or dishonesty or conduct which jeopardizes the health, safety or welfare of any patient treated by Doctor;
- (7) the imposition of final disciplinary action by the Board of Medicine which materially impairs the ability of Doctor to perform and fulfill Doctor's obligations under this Agreement;
- (8) the filing of a formal complaint or initiation of a formal investigation, and the finding of probable cause, by any state, local or federal government entity or agency alleging Doctor has violated any state or federal law punishable as a felony which shall include, without limitation, any laws or regulations governing the Medicare or Medicaid programs;
- (9) bankruptcy or insolvency of Doctor;
- (10) in the event that the Doctor shall be unable to perform his duties hereunder by virtue of illness or physical or mental disability (from

any cause or causes whatsoever) in substantially the manner and to the extent required of him hereunder prior to the commencement of such disability and the Doctor shall fail to perform such duties for periods aggregating ninety (90) days, whether or not continuous, in any continuous three hundred sixty (360) day period.

- (11) Doctor becomes physically disabled or impaired to the extent that he is unable to perform the essential functions of his professional duties and services under this Agreement for more than a three (3) month period even with reasonable accommodation;
- (12) any act by the Doctor of fraud or dishonesty, misappropriation or embezzlement or willful misconduct in connection with the performance of the Doctor's duties hereunder; or

### **13. EFFECTS OF TERMINATION; POST – TERMINATION OBLIGATIONS.**

A. Doctor recognizes and acknowledges that the Company is relying upon him to fulfill his responsibilities under the terms of this Agreement for the duration of this Agreement and that if he fails to comply with the terms hereof during the duration hereof, the Company will suffer damages in lost revenue, client care interruption, loss of clients, and other quantifiable and unquantifiable damages. Therefore, Doctor agrees that in the event that he fails to comply with his obligations hereunder, abandon's his engagement, accepts other engagement during the term of this Agreement, or otherwise quits or terminates his engagement with the Company, he shall be responsible to the Company for any damages suffered, including the Company's reasonable attorney's fees (including attorneys' and their support staff's fees) and costs at the trial and appellate levels. This section of this agreement shall survive the termination of this agreement.

B. Notwithstanding any other provision in this Agreement to the contrary, except for those provisions which survive the termination or expiration of this Agreement due to the nature of their continuing obligation, including without limitation Company's obligation to make payment to Doctor of any accrued but unpaid compensation due to Doctor hereunder in the event of a termination or expiration of this Agreement neither party shall have any further obligations under this Agreement after the effective date of termination.

C. Upon termination of this Agreement, Company shall retain the original copies of any Medical Records of clients of Company and other records, policies or procedures prepared by the Doctor related to the services as described in this Agreement. If any client treated by Doctor requests in writing that his or her Medical Records be transferred to Doctor, Company for a reasonable copying cost consistent with Florida law shall provide to Doctor copies of such patient's Records (in either paper or electronic format as determined by Company in its sole discretion).

**14. COMPANY'S AUTHORITY.** Doctor agrees to observe and comply with the reasonable rules and regulations of Company as adopted by Company, either orally or in writing, respecting the performance of his duties, and to carry out and to perform directions and policies announced to him by Company, from time to time, either orally or in writing.



## **15. INSURANCE AND INDEMNIFICATION.**

A. During the Term of this Agreement, Company shall pay for all insurance required by the State of Florida ("Liability Insurance").

B. In the event that any claim is brought by any person or entity against Doctor for any action or inaction of any of Company's employees, Company shall indemnify and hold Doctor harmless against any such claims.

## **16. CONFIDENTIALITY.**

A. Doctor acknowledges that as a result of this Agreement Doctor may become informed of, and have access to, valuable and confidential information of Company including, without limitation, ideas developed by anyone working for or contracted by the Company, general operational methods and information of the Company, patient lists, contractual relationships, vendor and client names, patient information, patient records, customer lists, financial records, trademarks, marketing and pricing information and materials, internal publications and memoranda, copyrights and contracts, and any other information considered confidential by the Company (the "Confidential Information"), and that the Confidential Information, even though it may be contributed, developed or acquired in whole or in part by Doctor shall remain the exclusive property of Company to be held by Doctor in trust and solely for Company's benefit. Accordingly, except as required by law, Doctor shall not, at any time, either during or subsequent to the Term or any Renewal Term of this Agreement, use, reveal, report, publish, copy, transcribe, transfer or otherwise disclose to any person, corporation or other entity, any of the Confidential Information without the prior written consent of Company except to responsible officers and Doctors of Company, and other responsible persons who are in a contractual or fiduciary relationship with Company and except for information which legally and legitimately is or becomes of general public knowledge from authorized sources other than Doctor. In addition, Doctor shall not, directly or indirectly, take any action which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of any of the Confidential Information. In addition, Doctor shall not, directly or indirectly, fail to follow the reasonable suggestions made by the Company from time to time regarding the confidentiality and proprietary nature of its Confidential Information.

B. Upon the termination or non-renewal of this Agreement, Doctor shall promptly deliver to Company all deliverable Confidential Information which is in Doctor's possession or control.

C. Unless otherwise required by law, Doctor shall not disclose information relating to the operations of Company to third parties without obtaining the prior written consent of Company.

D. Doctor shall protect the confidentiality of client information in accordance with all applicable state and federal patient privacy laws and regulations, and shall comply with all of Company's policies on the release of information (whether written or oral) about patients and with any applicable state and federal laws and regulations protecting the confidentiality of patients' records in handling these records, and in dealing with requested copies of any of these records.

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E. Doctor acknowledges and agrees that, in the event of an actual or threatened violation by Doctor of any of the restrictions of this entire Section, Company will suffer irreparable harm and will be without adequate remedy at law. Doctor consents to Company restraining said violation or threatened violation by obtaining injunctive relief, which shall include, but not be limited to, a temporary restraining order and preliminary injunction without the posting of a bond of any kind. The existence of any claim or cause of action on the part of Doctor against the Company, whether arising from this Agreement or otherwise, shall not constitute a defense to the granting or enforcement of this injunctive relief.

F. Doctor further covenants and agrees that the provisions of this Agreement may be enforced by the Company without proof of money damages

G. This entire Section shall survive the termination of this Agreement.

**17. NON-DISPARAGEMENT.** Doctor agrees that he will not make, or cause to be made, any statements, observations or opinions, or communicate any information (whether oral or written) that disparages or is likely in any way to harm the reputation of Company or any of Company's officers, directors or employees. Doctor's covenants and obligations under this Section shall survive the termination or expiration of this Agreement. Doctor acknowledges and agrees that, in the event of an actual or threatened violation by Doctor of any of the restrictions of this Section, Company will suffer irreparable harm and will be without adequate remedy at law. Doctor consents to Company restraining said violation or threatened violation by obtaining injunctive relief, which shall include, but not be limited to, a temporary restraining order and preliminary injunction without the posting of a bond of any kind. Doctor further covenants and agrees that the provisions of this Agreement may be enforced by the Company without proof of money damages. The existence of any claim or cause of action on the part of Doctor against the Company, whether arising from this Agreement or otherwise, shall not constitute a defense to the granting or enforcement of this injunctive relief.

**18. NON-SOLICITATION and NON-COMPETITION.**

A. During the Term of this Agreement and thereafter for a period of two (2) years following any termination or expiration of this Agreement, commencing from the date of termination or expiration of this Agreement, Doctor shall not directly or indirectly, on his own behalf or as an owner, principal, partner, shareholder, member, officer, Doctor, agent, consultant, director or trustee of any person, corporation, partnership, firm or other entity including, without limitation, any medical practice, hospital or health care delivery network:

- (1) attempt to solicit or solicit the clients of Company;
- (2) attempt to solicit or solicit any person employed or contracted by Company to leave their engagement or not fulfill their contractual responsibility whether or not the engagement or contracting is full-time or temporary, pursuant to a written or oral agreement, or for a determined period or at will;
- (3) use client, vendor, Payor or customer lists that belong to Company; or

- (4) divert or attempt to divert from Company any business or business opportunity whatsoever.

B. Doctor acknowledges and agrees that these non-solicitation and non-competition covenants are reasonably necessary to protect the legitimate business and professional interests of Company (including, but not limited to, valuable confidential business and professional information, substantial relationships with specific prospective and existing patients, vendors, Doctors, and others, and patients good will associated with Company's practice/business within a 10 miles radius of each of its locations) which Company has spent considerable time, effort and money to establish; is reasonable and necessary to protect those business interests; and that a breach of such covenants shall result in irreparable injury to Company.

C. Doctor acknowledges that (i) in the event his retention with the Company terminates for any reason, Doctor will be able to earn a livelihood without violating the foregoing restrictions and (ii) Doctor's ability to earn a livelihood without violating such restrictions is a material condition to his retention with the Company. Doctor acknowledges and agrees that, in the event of an actual or threatened violation by Doctor of any of the restrictions of this Section, Company will suffer irreparable harm and will be without adequate remedy at law. Doctor consents to Company restraining said violation or threatened violation by obtaining injunctive relief, which shall include, but not be limited to, a temporary restraining order and preliminary injunction without the posting of a bond of any kind. The existence of any claim or cause of action on the part of Doctor against the Company, whether arising from this Agreement or otherwise, shall not constitute a defense to the granting or enforcement of this injunctive relief.

D. Doctor further covenants and agrees that the provisions of this Agreement may be enforced by the Company without proof of money damages.

E. If a court of law should alter the duration and scope of the non-solicitation or non-competition period set forth in this subsection, the altered terms shall continue in effect for said period. The covenants contained in this subsection shall survive the termination or expiration of this Agreement.

**19. COMPLIANCE WITH LAWS.** It is the intention of the parties that the provisions of this Agreement shall comply with all applicable federal and state statutes and regulations, including, but not limited to, the Federal Anti-kickback Law and the Federal Physician Self-Referral Law (known as the "Stark" law).

A. In the event that (1) changes in state or federal government statutes or regulations or third-party reimbursement policies or the interpretation thereof (collectively, the "Laws") cause any provision of this Agreement to be in violation of or inconsistent with any of the Laws (or that cause the method of operation or consideration to be adversely affected); or, (2) any federal or state governmental agency or court determines that any provision of this Agreement violates any of the Laws, Company and Doctor agree to renegotiate the applicable provision or provisions in order to comply with the Laws and to preserve the remainder of this Agreement.

Riteway BLS Services, Inc. and Doctor  
Agreement to Serve as Medical Director of Riteway BLS Services; Inc.; Page 12

B. A party shall provide notice of its request for renegotiation pursuant to Section 36 to the other party at any time during the Term or Renewal Term of this Agreement. If Company and Doctor fail to agree to appropriate revisions to this Agreement within thirty (30) calendar days following such notice, then either party may terminate this Agreement effective immediately upon the expiration of the thirty (30) calendar days.

**20. WAIVER AND AMENDMENT.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by Doctor and a duly authorized representative of Company. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Company, and Company shall be free to reinstate any such term or condition without notice to Doctor.

**21. ASSIGNMENT.** The rights and benefits of Company under this Agreement shall be assignable and transferable and, in the event of a merger, the resulting entity shall be the successor to the Company's duties, rights, and obligations hereunder automatically upon the effective date of the merger, with or without notice to the Doctor. The rights and benefits of Doctor under this Agreement shall not be transferable, as this is a personal service contract, and neither Doctor, his/her heirs, his personal representative or trustee, nor his creditors shall have any right to encumber, hypothecate, mortgage, collateralize, anticipate, or otherwise give a security interest in any payment to be made to any of them hereunder.

**22. SEVERABILITY.** The invalidity or unenforceability of any one or more of the words, phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

**23. SUCCESSION.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their successors, heirs, or personal representatives and assigns.

**24. GOVERNING LAW.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to conflicts of laws provisions there under and irrespective of the fact that Doctor may become a resident of another state.

**25. JURISDICTION and VENUE.** Company and Doctor further agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a State court of competent jurisdiction within the County of Orange, State of Florida.

**26. WAIVER OF TRIAL BY JURY.** COMPANY AND DOCTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN), OR ACTION OF ANY PARTY.

**27. ATTORNEYS' FEES.** In the event any action, dispute, litigation or other proceeding arises under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorneys' fees, court costs and expenses, including those incurred on

Riteway BLS Services, Inc. and Doctor  
Agreement to Serve as Medical Director of Riteway BLS Services; Inc.; Page 13

appeal, in addition to any other relief to which the parties may be entitled.

**28. COOPERATION.** The parties hereto agree to execute any and all documents reasonably necessary to carry out the intent of the provisions of this Agreement.

**29. NOTICES.** Whenever any notice, demand or request is required or permitted under this Agreement, that notice, demand or request shall be either hand-delivered, delivered via overnight courier, or sent by United States Mail, registered or certified, postage prepaid to the addresses below or to any other address that either party may specify by notice to the other party in accordance with the provision of this Section. Neither party shall be obligated to send more than one notice to the other party and no notice of a change of address shall be effective until received by the other party. A notice shall be deemed received upon hand delivery, three (3) days after posting with the United States Postal Service or one (1) day after dispatch by overnight courier.

To Company: Nadia Samsingh  
Riteway BLS Services, Inc.  
1017 Osprey Cover Circle  
Groveland, Florida 34736

With copy to:  
Tee Persad, Esq.  
Private Corporate Counsel  
201 El Pine Street, Suite 445  
Orlando, Florida 32801

To Doctor: James F. Tanis, M.D.  
19806 Eagle Run  
Groveland, FL 34736

**30. HEADINGS.** The headings of the paragraphs of this Agreement have been inserted for convenience or reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Agreement. References in the Agreement to Sections are to the sections of this Agreement.

**31. COUNTERPARTS; FACSIMILE SIGNATURES.** This Agreement may be executed in multiple counterparts and by facsimile signatures, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**32. INTEGRATION.** This Agreement (including all Exhibits) contains the entire agreement of the parties hereto with respect to the subject matter contained herein, and there are no agreements, representations or warranties with respect to such subject matter outside of this Agreement. Company and Doctor hereby agree that this Agreement supersedes any prior engagement or other agreements, whether written or oral, between the parties relating to the subject matter hereof, in their entirety and all such agreements are hereby terminated without further act or deed by any party.

Riteway BLS Services, Inc. and Doctor  
Agreement to Serve as Medical Director of Riteway BLS Services; Inc.; Page 14

**33. NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement are for the exclusive benefit of the parties hereto and no other person or entity (including without limitation any patient or creditor of a party) shall have any right or claim against the parties by reason of those provisions, or be entitled to enforce any of those provisions against the parties.

**34. COMPANY'S RIGHT OF OFF-SET.** Any amounts to which Doctor may be entitled from the Company hereunder may be offset by Company against any amount owed Company by Doctor.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be executed the date(s) signed hereunder.

**Riteway BLS Services, Inc.**

**Dated:** 5/19/2023

DocuSigned by:  
*Nadia Samsingh*  
**By:** \_\_\_\_\_  
**Name: Nadia Samsingh**  
**Title: Director**

**Dated:** 5/20/2023

DocuSigned by:  
*Dr. James F. Tanis*  
\_\_\_\_\_  
**James F. Tanis, M.D.**

**e. PROVIDE A LIST OF ALL EQUIPMENT AND MEDICATIONS CARRIED IN ADDITION TO THE MINIMUM EQUIPMENT SPECIFIED IN FLORIDA ADMINISTRATIVE CODE 64J-1.002-.003.**

**CHECK IF SUPPLIED AS AN ATTACHMENT**

**f. PROVIDE A PROPOSED SCHEDULE OF RATES, FARES, AND CHARGES**

**CHECK IF SUPPLIED AS AN ATTACHMENT**

We will be using Medicare allowable rates.

**g. PROVIDE INFORMATION ON YOUR MANAGEMENT AND MAINTENANCE PLAN**

**CHECK IF SUPPLIED AS AN ATTACHMENT**

F 250 ambulance gets preventative maintenance every 5,000 miles.

STATE OF FLORIDA  
DEPARTMENT OF HEALTH - EMERGENCY MEDICAL SERVICES  
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Rite Way Inspection Date: 08 / 24 / 23 Phone: ( ) -  
 County: Lake Type of Inspection:  Initial  Reinspection  Random  Complaint  Announced  Unannounced  
 Vehicle Information:  Transport  Non-Transport Unit# \_\_\_\_\_ Year/Make \_\_\_\_\_ Permit Type bls Permit# 006995  
 VIN \_\_\_\_\_ Tag# \_\_\_\_\_

Inspection Codes: 1 - Item meets inspection criteria. Rating Categories: 1 - Lifesaving equipment, medical supplies, drugs, records or procedures  
 1a - Item corrected during inspection to meet criteria. 2 - Intermediate support equipment, medical supplies, drugs, records or procedures  
 2 - Items not in compliance with inspection criteria. 3 - Minimal support equipment, medical supplies, records or procedures

Name	EMT/PARA/DRIVER	CERTIFICATE NUMBER	Crew credentials: Section 401.27(1) And 401.281, F.S.
1. <u>samsingh, nadia</u>	<u>emt</u>	<u>515573</u>	Minimum = One EMT and One Driver
2.			
3.			

I. VEHICLE REQUIREMENTS (Sections 316 and 401, F.S., Chapter 64J-1, F.A.C. and KKK-A-1822)		
1. Exhaust System	1	d. Roller gauze
2. Exterior Lights:		e. ABD (minimum 5x9 inch) pads
A. Head lights (high and low beam)	1	2. One pair of Bandage Shears
B. Turn signals	1	3. One set each, patient restraints -- wrist and ankle
C. Brake Lights	1	4. One each blood pressure cuffs: infant, pediatric, and adult.
D. Tail Lights	1	5. One stethoscope: pediatric and adult
E. Back-up lights and audible warning device	1	6. Blankets
3. Horn	1	7. Sheets. (not required on non-transport vehicles)
4. Windshield wipers	1	8. Pillows with waterproof covers and pillowcases or disposable single use pillows. (Not required on non-transport vehicles.)
5. Tires	1	9. One disposable blanket or patient rain cover.
6. Vehicle free of rust and dents	1	10. One long spine board and three straps or equivalent.
7. Two-way radio communication - radio test	1	11. One short spine board and two straps or equivalent.
A. Hospital (cab and patient compartment)	1	12. One each adult and pediatric cervical immobilization device (CID), approved by the medical director of the service. This approval must be in writing and made available by the provider for the department to review.
B. Dispatch Center	1	13. Set of padding for lateral lower spine immobilization of pediatric patients or equivalent.
C. Other EMS units	1	14. Two portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum pressure of 1000 psi.
8. Emergency Lights	1	15. Each transparent oxygen masks: adult, child and infant sizes, with tubing
9. Siren	1	16. Set of pediatric and adult nasal cannulae with tubing.
10. Two ABC fire extinguishers fully charged and inspected in brackets. Minimum 5 lbs each.	1	17. One each hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.
11. Doors open properly, close securely.	1	18. One portable suction, electric or gas powered, with wide bore tubing and tips, which meet the minimum standards as published by the GSA in KKK-A-1822 specifications.
12. Rear and side view mirrors.	1	19. Assorted sizes of extremity immobilization devices.
13. Windows and windshield	1	20. One lower extremity traction splint. (Pediatric and Adult)
II. TRANSPORT VEHICLE REQUIREMENTS (Section 401, F.S., and Chapter 64J-1, F.A.C. and KKK-A-1822).		21. One sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel and cord clamps or cord-ties.
1. Primary stretcher and three straps.	1	22. Burn sheets.
2. Auxiliary stretcher and two straps.	1	23. One flashlight with batteries.
3. Two ceiling mounted IV holders.	1	24. Occlusive dressings.
4. Two no-smoking signs.	1	25. Assorted sizes of oropharyngeal airways. Pediatric and Adult
5. Overhead grab rail.	1	26. One installed oxygen with regulator gauge and wrench, minimum "M" size cylinder. (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director. This approval must be in writing and available to the department for review.)
6. Squad bench and three sets of seat belts.	1	27. Sufficient quantity of gloves - suitable to provide barrier protection from biohazards for all crew members.
7. Interior lights.	1	28. Sufficient quantity of each for all crewmembers - Face Masks - both surgical and respiratory protective.
8. Exterior floodlights.	1	29. Assorted pediatric and adult sizes rigid cervical collars as approved in writing by the medical director and available for review by the department.
9. Loading lights.	1	30. Nasopharyngeal airways, French or mm equivalents ( infant , pediatric , and adult
10. Heat and air conditioning with fan.	1	31. One approved biohazardous waste plastic bag or impervious container per Chapter 64J-1, F.A.C.
11. Word "Ambulance" - sides, back and mirror image front.	1	31a. Pediatric length based measurement device for equipment selection and drug dosage
III. MEDICAL EQUIPMENT FOR TESTING (Chapter 64J-1, F.A.C., and KKK-A-1822)		32. One per crewmember, safety goggles or equivalent meeting A.N.S.I.Z87.1 standard.
1. Installed suction. (Transport only)	1	33. One bulb syringe separate from obstetrical kit.
Items 4, 14, 17, 18 and 26 in section II must be tested.	1	34. One thermal absorbent reflective blanket.
IV. MEDICAL SUPPLIES AND EQUIPMENT (Chapter 64J-1, F.A.C., GSA KKK-A-1822)		35. Two multi-trauma dressings.
1. Bandaging, dressing and taping supplies:	1	GENERAL SANITATION (Section 401.26(2)(c), F.S.)
a. Rolls adhesive, silk or plastic tape.	1	1. Vehicle and Contents <input checked="" type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory
b. Sterile gauze pads, any size	1	
c. Triangular bandages	1	

Comments:

I, the undersigned representative of the above service, acknowledge receipt of a copy of this inspection narrative, applicable supplemental inspection reports and corrective action statement (if applicable). In addition, I am aware of the deficiencies listed (if any) and understand that failure to correct the deficiencies within the established time frames will subject the service and its authorized representatives to administrative action and penalties as outlined in Section 401, F.S., and Chapter 64J-1, F.A.C. Copy of Inspection report and Corrective Action Statement Received by:

Person in Charge: Nadia Samsingh Date: 08/24/23  
 Inspected By: Jeff Guadiana Date: 08/24/23



**STATE OF FLORIDA**  
**DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES**  
**SERVICE RECORDS AND FACILITIES INSPECTION REPORT (SECTION 401.31, F.S.)**

Service Name: Rite Way BLS Inspection Date: 8 / 24 / 23 Phone: ( )  
 County: Lake County Type of Inspection:  Initial  Reinspection  Random  Complaint  Announced  Unannounced  
 License Type: bls  Transport  Nontransport Date of Last Inspection: / / License Expiration Date: 06 / 22 / 2025

Inspection Codes: 1 = Item meets inspection criteria. Rating Categories: 1 = Lifesaving equipment, medical supplies, drugs, records or procedures  
 1a = Item corrected during inspection to meet criteria. 2 = Intermediate support equipment, medical supplies, drugs, records or procedures  
 2 = Items not in compliance with inspection criteria. 3 = Minimal support equipment, medical supplies, records or procedures



I. ADMINISTRATIVE AND RECORDS STORAGE (Chapter 64J-1, F.A.C.)		
1. Records storage and security.	1	
2. Records storage for 5 years.	1	4. Items are stored in a climate controlled (i.e. - heated and air conditioned) location.
II. RECORDS (Section 401, F.S., Chapter 64J-1, F.A.C.)		5. The area is clean and sanitary.
1. Current service license on display. (Chapter 64J-1, F.A.C.)	1	B. Observe if the following requirements for controlled substances are being met:
2. Vehicle/Aircraft Records (Chapter 64J-1, F.A.C.) To Include:		1. The requirements listed in items 105 above are being met.
A. Registration.	1	2. Medical director has registered storage areas with DEA (Chapter 64J-1, F.A.C.)
B. Verification of vehicle permit.	1	C. Written operating procedures for the storage and handling of fluids and medications specify the following:
3. Previous Inspection Forms, (Chapter 64J-1, F.A.C.)	XX	1. Security procedures.
4. Personnel Records for each EMT, paramedic (Chapter 64J-1, F.A.C.) To Include:		2. Items stored in a climate controlled location (i.e. - Heated and air conditioned)
A. Date of employment.	1	3. Deteriorated or expired items stored in a quarantine area, separate from usable items.
B. Record of training.	1	4. Inventory procedures.
C. Current professional certification.	1	D. Written operating procedures for the storage and handling of controlled substances specify the following:
D. Documentation of completion of the 1988 D.O.T. Air Medical Crew National Standard Curriculum-Advanced, for Paramedic Crew members (Chapter 64J-1, F.A.C.)	1	1. Storage procedures.
5. Ambulance driver record (for each per Section 401.281(1), F.S.) To include: Statements attesting to A.B.C.		2. The positions that have access to controlled substances.
A. 18 years old.	1	3. Shift change inventory procedures for vehicles.
B. Not addicted to alcohol or controlled substances.	1	4. Procedures to be used for the documentation of use, disposal of excess and resupply of vehicles with controlled substances.
C. Free from physical or mental defect or disease that would impair ability to drive.	1	5. Procedures used for inventory discrepancies.
D. Driving record verification.	1	F. Verify that the following occurs with regard in controlled substances:
E. Possess valid class "D" or chauffeur license.	1	1. Storage records are maintained on file at the location where he controlled substances are stored.
F. Is trained in safe operation of emergency vehicle - 16 hour E.V.O.C.	1	2. All required inventories and records are maintained at least two years.
G. Possesses a valid American Red Cross First Aid and Personal Safety card or its equivalent.	1	3. Records are maintained separately from other records.
H. Possesses a valid American Red Cross or American Heart Association CPR or ACLS card.	1	8. Equipment substitutions when authorization by medical director (Chapter 64J-1, F.A.C.)
NOTE: Current EMT or paramedic certification is evidence of compliance with items A, B, C and G above. (Section 401.27(4), F.S.)		9. Biomedical Waste operating procedures (Section 381.80, F.S. and Chapters 64J-1, F.A.C.) to include:
6. Medical Director (Section 64J-1, F.A.C.)	1	A. Proper handling
A. Qualifications: Current ACLS certification or board certification in emergency medicine (Chapter 64J-1, F.A.C.)	1	B. Proper storage
B. Duties and responsibilities (Chapter 64J-1, F.A.C.)	1	C. Proper disposal
1. Write/review operating procedures for patient care.	1	10. EMS providers disaster plan integrates both local and regional disaster plan (Chapter 64J-1, F.A.C.)
2. Written quality assurance program operating procedures that require the following:	1	11. Adult and pediatric CID approval in writing by medical director (Chapter 64J-1, F.A.C.)
a. Prompt review of run reports.	1	12. If an EMS provider maintains an air ambulance license or has permitted aircraft, the following record requirements that apply (Section 401.251 F.S. and Chapter 64J-1, F.A.C.)
b. Direct observation of personnel.	1	A. Emergency protocol for overdue aircraft, when radio communications cannot be established, or when aircraft cannot be located.
3. Documentation of implementation of #2 above.	1	B. Documentation of flight done every 15 minutes while enroute to and from patient's location.
4. Documented of participation in direct contract time with EMS Field Level Providers for a minimum of 10 hours per year.	XX	C. Safety committee to include:
		1. Membership of one pilot, one flight medical crew member, medical director, EQ representative and one hospital administrator (if hospital based).
7. Inventory, storage and security procedures for medications, fluids and controlled substances (Sections 499, 893, F.S., and Chapters 64J-1, F.A.C.)	1	2. Written safety procedures.
A. Observe if the following requirements for medications and fluids are being met:	1	3. Meetings held quarterly to review safety policies, procedures, unusual occurrences, safety issues, and audit compliance with safety policies and procedures.
1. Storage area is secured by a locking mechanism.	1	4. Safety audit results communicated to all program personnel.
2. All items are inventoried at least monthly.	1	5. Minutes of meetings recorded and retained on file for 2 years.
3. Deteriorated or expired items are stored in a quarantine area, separate from usable items.	1	

Comments: New BLS service, at the time of inspection service had not yet began running calls.

I, the undersigned representative of the above service, acknowledge receipt of a copy of this inspection narrative, applicable supplemental inspection reports and corrective action statement (if applicable). In addition, I am aware of the deficiencies listed (if any) and understand that failure to correct the deficiencies within the established time frames will subject the service and its authorized representatives to administrative action and penalties as outlined in Section 401, F.S., and Chapter 64J-1, F.A.C. Copy of inspection report and Corrective Action Statement Received by:

Person in Charge: Nadia Samsingh Date: 08/24/23  
 Inspected By: Jeff Guadiana Date: 08/24/23

**REQUIRED SUPPLEMENTARY DOCUMENTATION:**

- 1. LIST PREVIOUS BUSINESS EXPERIENCES OR WORK REFERENCES FOR THE LAST 5 YEARS. SUBMISSION OF AT LEAST ONE LETTER OF SUPPORT FROM THE LIST PROVIDED IS REQUIRED.**

<b>NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>EMAIL</b>
James Tanis	19806 Eagle Run Groveland	407-714-8490	james.tanis@gmail.com
Jennifer Rogers	2445 Ln. Pk. Rd. Tavares	352-255-0074	jamorous@aol.com
Jessica Pingol	2445 Ln. Pk. Rd. Tavares	561-201-3691	stauffer83@yahoo.com
Berta Serrano	5655 S. Orange Ave. Orlando	407-970-3538	bserrano@chaptershops.com
Patti Carrasquillo	1645 E. Hwy 50 Suite 302	352-636-9351	hazelpatriciadavis.c@aol.com

- 2. LIST FIVE CREDIT REFERENCES, SUBMISSION OF A LETTER OF SUPPORT FROM ONE CREDIT REFERENCE LISTED BELOW IS REQUIRED.**

<b>NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>EMAIL</b>
Jaime Greene w/ Henrys	135 Duryea Rd. Melville, N.Y.	561-644-0366	jaime.greene@henrys.com
Ted Piper w/ Stryker	8731 Florida Mining Blvd.	813-545-3532	ted.piper@stryker.com
Chris Pratt w/ Verizon	1415 E. Hwy 50 Clermont	407-408-6165	christopher.pratt@vzm.com
Felipe Furman w/ One Global	900 N. Federal Hwy Suite 200	786-364-4500	felipef@oneglobalpm.com
Matt Baumann w/ Prosperity	146 E. Broad St. Groveland	352-429-1133	matthew@prosperity.ta.com

my letter.....finally :)

From: Jessica Stauffer-Pingol (stauffej@chaptershealth.org)

To: aleema789@yahoo.com

Date: Wednesday, February 14, 2024 at 09:42 AM EST

To who it may concern,

My name is Jessica and I am an RN Clinical Liaison for Cornerstone hospice. When I started working as a hospice clinician I was given a list of transport companies to use. I went down the list and always had problems, until I started using Riteway Transportation. I started using Riteway Transport in April of 2023 and they are my first call for any transport I need to set up. Riteway offers exceptional service and is the most dependable transport company. They pick up patients on time and are very professional and friendly to the patients and their family. Riteway is always on time and if they have any problems they communicate immediately to myself and the patient/family and/or the hospital staff. Riteway Transportation goes above and beyond for all of their patients and their families and I could not imagine doing my job without them.

*Jessica Stauffer-Pingol, RN*  
Clinical Liaison

Cornerstone Health Services, an affiliate of  
Chapters Health System  
2445 Lane Park Rd.  
Tavares, Florida 32778  
PH: (352) 931-1129

This e-mail message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify Chapters Health System and/or its applicable affiliate by immediately replying to this message and destroying all copies of this message and any attachments.

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**Subject** Letter  
**From** jamorous <jamorous@aol.com>  
**To:** <ritewaytran@yahoo.com>  
**Date** Today at 1:37 PM

Jennifer Rogers  
4215 County Road 561  
Tavares, FL 32778  
Cornerstone Hospice  
Clinical liaison  
[352-255-0074](tel:352-255-0074)

February 1, 2034

To Whom it May Concern,

I have worked with Riteay for over 8 years. Personally and professionally I recommend their service. Ritway and every employee have exhibited professionalism on every level. The service to Cornerstone, patients and families is excellent, compassion, kindness and a keen knowledge of needs of patient while in transport and arrival in homes or facilities. The availability and scheduling of transport of patients is an asset for my company. Ritway is reliable and the team always go the extra mile thus I call Ritway transport for all needs.

In closing I take this opportunity to reiterate what a vital role Ritway transport is to assist my patients and families. The professionalism kindness, respect, efficiency, reliability are a great of great value.

Sincerely,  
Jennifer Rogers

Sent from my Galaxy

**Subject** Re: Rite Way Transportation  
**From** Hazel Patricia Davis Carrasquillo  
<hazelpatriciadavis.c@amedisys.com>  
**To:** ritewaytran@yahoo.com  
<ritewaytran@yahoo.com>  
**Date** Yesterday at 2:50 PM

To whom it may concern,

I have been a Compassionate Care Hospice liaison for three years. I have been working with Riteway Transport since I started this job. They are my go-to transport company. I was using other transport companies at the beginning but I quickly realized that Riteway was the most dependable transport in Lake County area. When I set up a transport time they are here at the scheduled time. With hospice patients this is so very important. Their transport employees are always very kind and gentle with my patients and I know they will be handled with TLC and respect. I would recommend Riteway Transport to anyone with medical transport needs. Please call me at [352-989-1931](tel:352-989-1931) with any questions.

Thank you,  
Patti Carrasquillo, RN, Transition Liaison CCH

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**Subject** Re : Stryker  
**From** Piper, Ted <Ted.Piper@stryker.com>  
**To:** Danny Charran  
<ritewaytran@yahoo.com>  
**Date** Today at 10:59 AM

To Whom May Concern,

Rite Way Transportation, LLC and Stryker have conducted business since September 30<sup>th</sup>, 2019, and are on good terms.

Account # 20103130

Thanks,

Ted Piper

**Ted Piper**  
**stryker**

Central Florida Account Manager  
Emergency Care

C: 813 545-3532  
E: ted.piper@stryker.com

**Solution Center:** [solutioncenter@stryker.com](mailto:solutioncenter@stryker.com), 1-844-999-  
[2787](tel:2787) (Option 1 for LIFENET, Option 2 for CODE-STAT, Option 3 for LIFELINK Central,  
Option 4 Internal)



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**Subject** Henry Schein account  
**From** Greene, Jaime  
<Jaime.Greene@henryschein.com>  
**To:** RITEWAYBLS@YAHOO.COM  
<ritewaybls@yahoo.com>  
**Date** Today at 10:52 AM

Good morning,

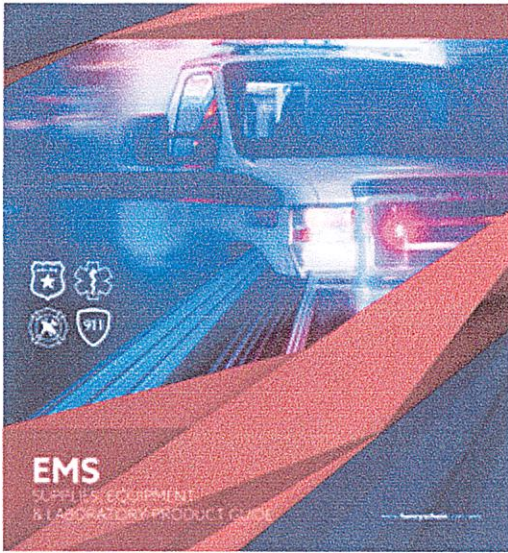
This email is to acknowledge that Rite Way BLS is a customer of Henry Schein EMS since June of 2023. Their account is in good standing with us at this time.

Sincerely,

Mr. Jaime S. Greene, MS  
South Florida Field Sales Consultant  
Henry Schein Medical/EMS  
Cell [561-644-0366](tel:561-644-0366)  
LinkedIn: <https://www.linkedin.com/in/jaime-greene-b4145b10/>

**Customer Service**  
[ems@henryschein.com](mailto:ems@henryschein.com)

**EMS catalog**  
[https://www.nxtbook.com/nxtbooks/henryschein/ems\\_2023/](https://www.nxtbook.com/nxtbooks/henryschein/ems_2023/)



### Henry Schein brand products

[https://www.nxtbook.com/nxtbooks/henryschein/brandrefguide\\_2021/index.php#/p/Cover1](https://www.nxtbook.com/nxtbooks/henryschein/brandrefguide_2021/index.php#/p/Cover1)



Please consider the environment before printing this email.

E-mail messages may contain viruses, worms, or other malicious code. By reading the message and opening any attachments, the recipient accepts full responsibility for taking protective action against such code. Henry Schein is not liable for any loss or damage arising from this message.

The information in this email is confidential and may be legally privileged. It is intended solely for the addressee(s). Access to this e-mail by anyone else is unauthorized.





January 31<sup>st</sup> 2024

To Whom It May Concern,

One Global Property Management and Rite Way BLS have been in a lease agreement from March 1<sup>st</sup>, 2023 to present. We are in good standing with this ambulance provider with payments in a timely manner.

Thanks,

One Global Property Management

A handwritten signature in black ink, appearing to read "Felipe Furman".

Felipe Furman

Assistant Property Manager

## Credit Reference

Your request to Verizon has been processed.

From: Verizon Wireless (notificationonly@ecrmemail.verizonwireless.com)

To: danny\_charran@yahoo.com

Date: Tuesday, January 30, 2024 at 06:31 PM EST



Shop Support My Verizon

# Your request. Our pleasure.



Hello Valued,

We just wanted to let you know that your recent request has been processed. Please keep this email as a confirmation of your request, and thanks for taking the time to reach out to us about your account.

**This letter is to inform that Nadia Samsingh with business name RITE WAY TRANSPORTATION LLC has good standing and has been part of Verizon Business Account since 06 June 2019 to present. This letter has been provided as the aforementioned name's request. Given this 30 January 2024.**

If there's anything else we can do for you, feel free to contact our Business and Government Customer Operations by calling 1.800.922.0204 or by dialing \*611 from your wireless phone. You can also visit us [online](#). We're available to help you Monday through Friday from 7 AM to 11 PM EST.



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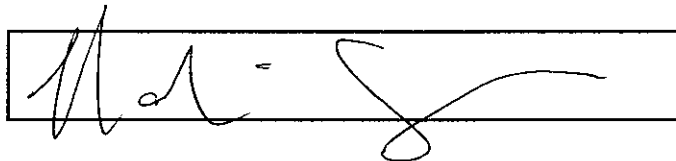
PLEASE DO NOT REPLY TO THIS AUTOMATED EMAIL. Replies will not be read or forwarded for handling.

Verizon Wireless, One Verizon Way, Mail Center 1803VVB, Basking Ridge, NJ 07970

**APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR AMBULANCE AND FIRE/RESCUE SERVICES**

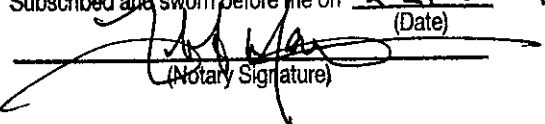
I, the undersigned representative of the service named in this application, do hereby attest the information provided in this application is truthful and honest to the best of my knowledge, and that my service meets all the requirements for the operation of ambulance or fire/rescue service in Orange County and the State of Florida. I acknowledge that as provided in Orange County Code of Ordinances Chapter 20, Division 2, Section 20-101, certificates obtained by an application in which any material fact was intentionally omitted or falsely states are subject to suspension or revocation.

SIGNATURE OF APPLICANT OR REPRESENTATIVE



DATE

2-21-2024

State of Florida County of LAKE  
Subscribed and sworn before me on 2-21-2024  
(Date)  
  
(Notary Signature)

NOTARY SEAL



By means of  
physical presence.



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

BASIC LIFE SUPPORT SERVICE LICENSE

This is to certify that \_\_\_\_\_

RITE WAY BLS SERVICES, INC.

Provider Number # 9006

Name of Provider

11245 TUSCARORALANE MINNEOLA, FLORIDA 34715

Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an  
Basic Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and  
Necessity and/or Mutual Aid Agreements for the County(s) listed below:

LAKE

County(s)

A handwritten signature in blue ink, appearing to read "MHall".

Michael Hall, Section Administrator  
Emergency Medical Services  
Florida Department of Health

**THIS CERTIFICATE EXPIRES ON: 06/22/2025**

This certificate shall be posted in the above mentioned establishment

1  
2  
3  
4  
5  
6

**CERTIFICATE OF PUBLIC  
CONVENIENCE AND NECESSITY  
FOR  
RITEWAY BLS SERVICES INC**

7       **WHEREAS**, Section 401.25, Florida Statutes, governs the licensure by the State of  
8 Florida, Department of Health of entities providing basic life support or advance life support  
9 transportation services; and

10       **WHEREAS**, Section 401.25, Florida Statutes, requires applicants for licensure to obtain a  
11 certificate of public convenience and necessity from each county in which the applicant will  
12 operate; and

13       **WHEREAS**, Section 401.25(6), Florida Statutes, authorizes counties to adopt ordinances  
14 providing reasonable standards for certificates of public convenience and necessity, and requires  
15 the governing body of each county to consider state guidelines, recommendations of the local or  
16 regional trauma agency created under Chapter 395, Florida Statutes, and the recommendations of  
17 municipalities within its jurisdiction; and

18       **WHEREAS**, Section 11-19, Lake County Code, governs the application for a certificate  
19 of public convenience and necessity in Lake County, Florida and provides a general form of a  
20 certificate of public convenience and necessity; and

21       **WHEREAS**, RITEWAY BLS SERVICES INC is a registered business with the State of  
22 Florida, in good standing with the Division of Corporations, and locally owned and operated within  
23 Lake County; and

24       **WHEREAS**, RITEWAY BLS SERVICES INC will provide basic ambulance interfacility  
25 transportation service for the residents of Lake County restricted to hospice registered patients  
26 departing a licensed hospital or registered hospice facility to a registered hospice facility or the  
27 patient's residence for hospice care, including residents of each of the fourteen municipalities; and

28       **WHEREAS**, there has been a demonstrated need for RITEWAY BLS SERVICES INC to  
29 operate in Lake County to provide this specific essential service to the residents of Lake County  
30 and this essential service is not provided by LAKE COUNTY BOARD OF COUNTY  
31 COMMISSIONERS; and

32       **WHEREAS**, RITEWAY BLS SERVICES INC has indicated that it will comply with all  
33 applicable requirements of Part III, Chapter 401, Florida Statutes, and Chapter 64J-1, Florida  
Administrative Code.

1           **NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of  
2 Lake County, Florida hereby:

3           1.       Certifies that the public convenience and necessity for services detailed above will  
4 be served by RITEWAY BLS SERVICES INC. Further, in issuing this certificate, the Board of  
5 County Commissioners attests that recommendations of each of the fourteen municipalities  
6 situated within Lake County were considered.

7           2.       Restricts RITEWAY BLS SERVICES INC. to providing basic ambulance  
8 interfacility transportation service for the residents of Lake County to hospice registered patients  
9 only departing a licensed hospital or registered hospice facility to a registered hospice facility or  
10 the patient’s residence for hospice care, including residents of each of the fourteen municipalities

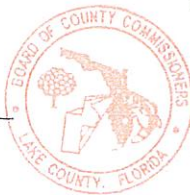
11           3.       Grants this Certificate until **October 25, 2023**, unless RITEWAY BLS SERVICES,  
12 INC. provides a copy of an appropriate license from the State of Florida, Department of Health  
13 under Part III, Chapter 401, Florida Statutes. If a duly issued State of Florida license is obtained  
14 and a copy provided to the County prior to October 25, 2023, this Certificate shall remain valid  
15 until **April 25, 2025**.

16           **DONE AND RESOLVED** by the Board of County Commissioners of Lake County,  
17 Florida, by and through its Chairman.

18  
19  
20 ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

21  
22  
23  
24  
25 Gary J. Cooney, Clerk to the  
26 Board of County Commissioners  
27 of Lake County, Florida



28  
29  
30 Kirby Smith, Chairman

This 25<sup>th</sup> day of April, 2023.

31 Approved as to form and legality:

32  
33 Melanie Marsh 4/25/2023  
34 Melanie Marsh  
35 County Attorney  
36

**Mission:**

To protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts.



**Ron DeSantis**  
Governor

**Joseph A. Ladapo, MD, PhD**  
State Surgeon General

**Vision:** To be the Healthiest State in the Nation

---

October 12, 2023

Nadia Samsingh  
Rite Way BLS Services  
Clermont, FL 34715

Dear Nadia:

Congratulations on your outstanding Compliance Monitoring site survey conducted by the Bureau of Emergency Medical Oversight on 08/24/2023. We found no deficiencies during our site survey. Your vehicles and service records were outstanding. Thank you for being a role model of excellence as an EMS provider in the state of Florida.

Also, please extend my sincere gratitude to your staff for their assistance and for the overall contribution to your service and community. Your continued support of emergency medical services is deeply appreciated.

Please take a moment to complete the survey, via the link below, for your Regional EMS Coordinator's site visit; this will help us ensure quality customer service and improve our processes.

<https://www.surveymonkey.com/r/ReviewerJeff>

Again, thank you for your assistance in the Compliance Monitoring program and I look forward to hearing from you.

Sincerely,

Jeff Guadiana  
Regional Coordinator

Enclosures  
Records and Facilities  
ALS/BLS

cc: Ty Carhart





STATE OF FLORIDA  
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES  
Inspection Narrative (Section 401.31, F.S.)



Service Name: **Rite Way BLS**

Date: **08/24/23**

Phone:

County: **Lake**

Type of Inspection: Reinspection / Announced

Type of Service:

Unit(s) #:

Page 1 of 1

Comments (Use additional sheet if necessary)

Personnel Records Inspection---- **At time of initial inspection, only one employee was on roster.**

Service Records and Facilities Inspection---- **Nadia was very helpful and responsive in drafting the documents needed**

BLS Vehicle Inspection---- **Truck was clean and professional**

ALS Vehicle Inspection---- **N/A. BLS service**

If there is anything the Department can do to assist you in the future please, feel free to call anytime.

Compliance Officer: **Jeff Guadiana**



Division of Telecommunications  
4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
Pedro Allende, Secretary

June 2, 2023

Ms. Nadia Samsingh  
Rite Way BLS Services, Inc  
11245 Tuscarora Lane  
Minneola, FL 34715

Dear Ms. Samsingh:

This letter is in response to your request for a radio eligibility determination for Rite Way BLS Services, Inc, based in Minneola, Florida.

I'm pleased to inform you that your selected method of EMS communications has been determined to be eligible for operation within the State of Florida.

Should you have any questions or comments, please contact me directly at (850) 922-7419, or email [kyle.salas@dms.fl.gov](mailto:kyle.salas@dms.fl.gov).

Sincerely,

*Kyle T Salas*

Kyle T Salas  
Engineering Specialist III

# Emergency Medical Services License Application Profile Report

## PROVIDER DATA

Name: RITE WAY BLS SERVICES, INC. ID NUMBER: 9006 Phone:  
Manager Name: Nadia Samsingh, President COUNTY: LAKE Fax:  
Mailing Address: 1655 E. Hwy. 50 Suite 312 Email: ritewaybis@yahoo.com  
Physical Address: CLERMONT, FL 34715 Service Type  
For Profit  
Private  
MINNEOLA, FL 34715

## LICENSE DATA

Certification Number: 710 Date Issued: 06/23/2023 Expires: 06/22/2025  
Status: CLEAR  
Service Type: BLS Amount Required: \$660.00 Amount paid: \$660.00

## PRIMARY MEDICAL DIRECTOR DATA

Name: TANIS, JAMES FRANCIS JR License Number: ME 137079 License Expires: 01/31/2024  
Phone: 407-714-8490 DEA Reg. #: 01/01/1901 DEA Reg. Expires: 01/01/1901  
Address: Eagle Run Contract End Date: 05/20/2024  
GROVELAND FL 34736

## SECONDARY MEDICAL DIRECTOR DATA

Name: License Number: License Expires:  
Phone: DEA Reg. #: DEA Reg. Expires:  
Address: Contract End Date:

**INSURANCE DATA**

Insurance Company \_\_\_\_\_ Type of Insurance \_\_\_\_\_ Insurance Expiration Date \_\_\_\_\_  
National Fire & Liability \_\_\_\_\_ Vehicle Liability \_\_\_\_\_ 04/21/2024

**SERVICE AREA DATA**

Date Certificate of Public Convenience and Necessity Expires \_\_\_\_\_  
County of Service \_\_\_\_\_ 04/25/2025  
LAKE

**VEHICLE DATA**

Permit #	Type	Sub-Type	Make	Model	Year	License Status	Issue Date	Vehicle Identifier	Permit Fee
6995	BLS	T	FORD	T250	2020	Clear	06/23/2023	1FDBR1CG2LKB61533	25.00

Count of vehicles with status of "Issued"

Total	BLS	ALS (Transport)	ALS (Non-Transport)	AIR
1	1	0	0	0



# **Comprehensive Emergency Management Plan**

## **Annex I**

### **ESF 08 – Health & Medical**

**2023**

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## Primary Agencies

- Florida Department of Health in Lake County
- Lake County Office of Fire Rescue

## Support Agencies

- Amateur Radio Emergency Services (ARES)
- American Red Cross
- AdventHealth
- District 5 Medical Examiner's Office
- Florida Department of Health
- Lake County Office of Emergency Management
- Lake County Office of Transit Services
- Lake County Sheriff's Office
- Municipal Fire Departments
- Municipal Police Departments
- LifeStream Behavioral Center
- Orlando Health
- Rite Way BLS Services, Inc.
- University of Florida Health

# 1 Introduction

## 1.1 Purpose

The purpose of ESF 08 – Health & Medical is to coordinate health and medical resources to respond effectively to public health and medical care needs in the event of an emergency within Lake County. Examples include:

- Provide the organization, mobilization, coordination, and direction of medical, health, and medical examiner services and resources in a disaster.
- Provide the coordination of emergency hospital services.
- Provide care of the sick, injured and dead resulting from a disaster.
- Facilitate the coordinated use of medical personnel and communications.
- Provide the coordination of crisis response and mental health services for persons who experience adverse mental health outcomes due to the disaster and stress management services for emergency service workers.
- Provide the systems and methods required to prevent or control disease.
- Provide support to healthcare facilities as needed.
- Provide special needs sheltering and care.
- Provide patient transportation between facilities for appropriate levels of care.

## 1.2 Scope

This annex is applicable to natural, technological, and human-caused emergencies and disasters requiring the commitment of health and medical resources. It applies to both declared and undeclared disasters.

ESF 08 organizations possess considerable expertise in health and medical activities and have important relationships with public and private sector stakeholders. ESF 08 is responsible for overall public health and will coordinate all public, private, and non-governmental relief agency resources for preventing or controlling emergency public health problems.

- The Florida Department of Health in Lake County (DOH-Lake) is the lead agency for ESF 08. In the event of a mass casualty incident (MCI) or a mass fatality incident (MFI), the respective agency for those incidents would be the lead and DOH-Lake would support.
- DOH-Lake provides environmental health and public health services that emphasize prevention to attain a high quality of life for the population of Lake County. The Administrator for DOH-Lake, as Health Officer for Lake County, is responsible for organization, supervision, and coordination of emergency health and medical service in Lake County and for aiding in the coordination of emergency mental health services.
- Lake County Office of Fire Rescue, and municipal fire departments provide mobile emergency medical aid.

- Hospitals in Lake County provide 24-hour emergency outpatient services, acute care, and some specialized treatment.
- Lake County ESF 08 will coordinate with State of Florida ESF 08.

### 1.3 Planning Assumptions

- Life safety related missions will receive top priority.
- An impending emergency or impacts from an incident will require the activation of the EOC. The EOC will activate to the appropriate level in support of the emergency.
- Activation of the EOC will require continuous staffing of requested ESFs.
- The primary responsibility for health and medical planning and operations rests with the various stakeholders of ESF 08 listed in the responsibilities section of this document.
- In a large-scale disaster or any situation where needs exceed ability to respond, any of the following may occur:
  - Multiple physical casualties with a variety and range of urgency and disability
  - Healthcare facilities will be overwhelmed, damaged, or inaccessible
  - Health related supplies may be scarce or unavailable
  - Communications via cellular communications, fax, electronic mail, internet, and standard radio may be interrupted
  - Infrastructure support for health facilities may be interrupted so that water, power, fuel, food supplies, etc. may be impaired
  - Personnel to provide medical care may be limited due to injury, personal concerns/needs, or limited access to facilities where they work
  - Access assessment, transport, and treatment facilities may be limited
- Hospitals and other medical facilities will be taxed to their maximum capacity and ability to receive patients. ESF 08 may need to coordinate the use of other facilities as temporary treatment centers.
- Hospitals, nursing homes and other critical care in-patient facilities will abide by and implement their respective Comprehensive Emergency Management Plan as needed.
- During the first 72 hours after the disaster, the public should not anticipate routine emergency medical services from pre-hospital providers by calling 911.
- Publicly supported emergency medical, health and medical examiner services will be restored to normal during the recovery period as soon as practical and within the limitations and capabilities allowed by Lake County government following the emergency.

## 2 Concept of Operations

### 2.1 General

Emergency medical, health, mortuary, and hospital services are provided to residents of Lake County primarily by DOH-Lake, Lake County Office of Fire Rescue, municipal fire departments and three (3) hospitals, two (2) free-standing Emergency Departments, one (1) mental health facility and the District 5 Medical Examiner. Additional medical and mortuary services are provided by some private medical service providers as outlined in this document.

Non-governmental, private and/or non-profit organizations will be requested to provide emergency services consistent with their capabilities to support regional medical, health, hospital, and mortuary needs.

When addressing health and medical needs the following items are to be considered:

- DOH-Lake maintains its own internal policies, procedures, and emergency operations plans.
- Lake County hospitals will forward requests for assistance directly to ESF 08 at the Lake County Emergency Operations Center (EOC).

Coordination of Health and Medical Services includes:

- Immediately after emergency conditions subside, impact assessment teams will be deployed in the disaster area including environmental health, epidemiology and/or nurse/medical staff. Medical facilities will report assessments directly to ESF 08. Based on the results of these reports ESF 08 will determine specific health and medical needs and priorities.
- ESF 08 will coordinate the deployment of clinical health and medical personnel including volunteers to assist in providing care for disaster survivors. ESF 08 will establish alternate treatment sites as needed, and will coordinate with its regional, state, and federal counterparts to locate and secure disaster assets and/or State Medical Response Teams (SMRT) if required.
- If it becomes necessary to evacuate seriously injured or ill patients out of the affected area(s), ESF 08 will coordinate with ESFs 13 and/or 16 to locate and secure medical evacuation aircraft. ESF 08 will work closely with its regional, state, or federal counterparts to locate sufficient bed space for evacuated patients.
- ESF 08 will work to locate and secure medical equipment and supplies (i.e., pharmaceuticals, biologic products, etc.) to support health and medical care facilities within the disaster area(s).
- ESF 08 will coordinate the dispatch of environmental health and/or epidemiological strike teams as needed to monitor the general population and special high-risk groups and carry out field studies to assess health and medical needs; potable water, wastewater, and solid waste disposal issues; and the threat of vector-borne diseases. ESF 08 will coordinate the issuing and lifting of “boil water” notices.
- ESF 08 will coordinate the assessments of mental health needs and the provision of

mental health services to disaster survivors and emergency workers. ESF 08 will work with regional, state, and federal counterparts to provide mental health counseling for disaster workers.

- ESF 08 will work with local and regional officials to establish temporary victim identification and mortuary services.
- Request for and management of the Strategic National Stockpile materials and equipment will be coordinated through ESF 08 and the Lake County Office of Emergency Management.

## 2.2 Notification and Warning

When an incident requires activation of the CEMP, the Emergency Management Director (EM Director) or their designee, will notify the County Manager or their designee. The County Manager or designee in consultation with the EM Director, upon notification, will determine if portions of the CEMP and/or County EOC should be activated, and if so, make the following notifications:

- The EM Director will make notifications to the appropriate stakeholders based on the threat utilizing AlertLake System. Stakeholders are listed under the CEMP – ESFs. At a minimum, first response agencies will be notified of the threat.
- The EM Director and/or designee, in consultation with the County Executive Advisory Group, will determine the need to activate the EOC to a corresponding level.
  - If an EOC activation is not warranted, assigned emergency management staff will continue to monitor and inform stakeholders.
  - If an EOC activation is warranted, assigned emergency management staff will inform stakeholders of EOC activation and reporting requirements for ESFs.

The primary agency contact for each ESF will contact all the support agencies of the ESF. All agencies will notify their personnel to begin activation procedures as described in the ESF Annexes.

## 2.3 Organization, Direction, and Control

Health and medical management falls under each entity's respective agency or department under normal operations. However, during incidents, ESF 08 resources can be organized at either the EOC and/or the field operations level. **Reference Attachment 2 – Lake County EOC Org Chart for the full EOC structure and listing of positions.**

- When the EOC is activated, health and medical agencies or departments that make up ESF 08 will fall within the EOC Operations Section and report for the duration of the activation.
- When ESF 08 operates at the field level, it will be incorporated into the field incident command structure for that specific incident.
- When requested, ESF 08 representatives will report to the EOC for the time required.
- Each ESF agency has the responsibility for committing, coordinating, and managing their own organization's resources. No other organization will direct, control, or take

responsibilities for those resources unless specifically agreed upon by the appropriate parties involved.

## 2.4 Responsibilities

### 2.4.1 The Florida Department of Health in Lake County

The Florida Department of Health (FDOH) in Lake County is designated as the Primary Agency for this Emergency Support Function and will coordinate all the activities of this ESF. DOH-Lake will provide the personnel to staff ESF 08 positions in the County EOC, including for 24-hour assignments.

ESF 08 will also serve as the liaison with the State and FEMA ESF 08, with other agencies, and with other EOC ESFs regarding procurement of emergency resource needs.

DOH-Lake will:

- Identify, assess, and prioritize health and medical needs including but not limited to facility status, community impact, patient movement / potential evacuations, available resources, and long-term recovery.
- As needed, request State ESF 08 deployable assessment team(s) to determine specific health and medical needs and priorities.
- Maintain contact with health and medical facilities to ensure that staff, equipment, and supplies are available.
- Process requests for resources, augment staff, and restock equipment and supplies at the special needs shelter(s), alternate care sites, and at health and medical facilities.
- Process requests for health and medical services to include the types of health and medical services needed, quantities, transportation, and destinations.
- Coordinate or support medical needs requiring emergency response to include support, care, and movement of persons impacted by the event and those with special needs.
- Ensure fatality management, victim identification, and mortuary services are available.
- Coordinate and support responder health and safety and crisis counseling, and mental healthcare for the public.
- Provide public information on medical, public health, injury prevention, and disease control.
- Ensure public messages related to environmental health protective and response actions are provided to ESF 14 (Public Information), and the Joint Information Center (if activated).
- Consult with the DOH-Lake Medical Director for mass casualty, subject matter experts, or technical experts to manage client needs, patient movement, placement, and special needs shelter operations or supplies.

## 2.4.2 Supporting Agencies

### 2.4.2.1 Amateur Radio Emergency Services (ARES)

- Participate in ESF 08 planning and preparedness activities, as needed.
- Provide vital back up communications between medical facilities in the community, local government, and other emergency management agencies during disaster situations, when normal communications are inoperable or disrupted.
- Participate in agency and County drills and exercises.

### 2.4.2.2 American Red Cross (ARC)

- Participate in ESF 08 planning and preparedness activities as needed.
- Assist ESF 08 in distributing official warnings when feasible.
- Assist in coordination of volunteer agencies' relief efforts.
- Assist with emergency medical needs at temporary treatment centers as requested.
- Provide incident stress management services to citizens impacted by the disaster as volunteer staffing allows.
- Participate in agency and county drills and exercises.

### 2.4.2.3 District 5 Medical Examiner's Office

- Coordinate with law enforcement, search and rescue, emergency responders, and volunteers to secure the fatality site, preserve evidence, collect personal property, and protect real property.
- Assure the provision for decedent identification and mortuary services in accordance with established victim identification protocol. Coordinate victim identification with subject matter experts and technical experts in pathology, anthropology, odontology, radiology, fingerprint, and DNA.
- Identify temporary morgue site, if needed, and transportation, preparation, and final disposition of remains in accordance with established protocols.
- Operate established or temporary morgue services to prepare and arrange final disposition of remains in accordance with established protocols.
- Coordinate with American Red Cross on victim identification and mortuary protocol for family notification in accordance with established ARC procedures.

### 2.4.2.4 Hospitals

- Accept patients as approved by the DOH-Lake Medical Director for mass casualty planning.
- Provide for medical surge as needed.
- Conduct health surveillance as appropriate for the event and coordinate with DOH – Lake epidemiologists for infectious diseases reporting.

- Provide medical care as needed.
- Re-supply field units with consumable medical supplies if available.
- Provide assessments of hospital capabilities and facility status.
- Mobilize teams to respond to mass casualty incidents as available.
- Coordinate with blood banks and assist in blood procurement for community needs.
- Participate in hospital radio net that links hospitals, EOC, fire dispatch, and Fire Department/Emergency Medical Services.
- Acute care hospitals coordinate with designated download facilities when downloading non-critical patients to increase acute care capacities.

2.4.2.5 Lake County Office of Transit Services

- Provide transportation for medical personnel, supplies, and equipment to locations as needed.
- Provide radio equipped transit for emergency communication capability to these facilities as directed.
- Coordinate and provide transportation of county residents to mass prophylaxis locations as directed.
- Provide transportation for special needs clients to and from designated shelters.
- Participate in agency and county drills and exercises.

2.4.2.6 Lake County Fire Rescue and Municipal Fire Departments

- Provide emergency rescue and medical units. Provide personnel to administer rescue procedures and medical aid at the disaster scene.
- Establish a field command post and provide an Incident Commander.
- Participate in agency and county drills and exercises.

2.4.2.7 Lake County Office of Emergency Management

- Coordinate regional, state, and federal disaster assistance, to meet medical needs in Lake County.
- Participate in agency and county drills and exercises.

2.4.2.8 Lake County Sheriff's Office and Municipal Law Enforcement

- Provide crowd control and law enforcement in the area.
- Provide emergency traffic routing information and establish a traffic control plan at the disaster scene.
- Provide security to mass prophylaxis operations, staff, and medical supplies.
- Protect health and medical staff located at shelters, emergency operations locations, medication dispensing sites, and alternate treatment sites.



- Coordinate evidence chain of custody if health event is intentional act of terrorism.
- Participate in agency and county drills and exercises.

## 2.5 Mitigation

Lake County health and medical agencies are members of Lake County Local Mitigation Strategy. Through the LMS Working Group, projects are identified and implemented based on priority.

## 2.6 Preparedness

Lake County ESF 08 primary and secondary health and medical organizations ensure the safety and health of Lake County residents through collaborative emergency response planning and implementation through their:

- Functional emergency operations plans.
- Continuity of operations plans.
- Participation in ESF 08 planning meetings.
- Participation in Central Florida Disaster Medical Coalition, Region 5 planning, funding and resource sharing.
- Participation in agency specific, county, and regional disaster training.
- Conduct ESF 08 planning meetings to:
  - Routinely engage ESF 08 partners throughout the year to review roles and responsibilities, confirm planning concepts, identify gaps, and improve response.
  - Maintain a current contact list for ESF 08 partners.
  - Ensure that all government employees and volunteers who have ESF 08 responsibilities are prepared, know their roles during disaster response, and participate in continuing education and training opportunities.
  - Plan for effective and efficient utilization of emergency transportation resources.
- Maintain emergency action checklists specific to this function.
- Participate in training and exercise opportunities through the Lake County Integrated Preparedness Plan.

### 2.6.1 Florida Department of Health in Lake County

- Maintain EOP and conduct annual trainings for DOH-Lake staff on the operations of special needs shelters.
- Assess and identify trends of disease and injury.
- Work with community partners to assure that effective services are provided to meet community needs.
- Develop policies to address public health concerns in the community.
- Provide services to prevent or reduce the impact of potential hazards including

communicable disease control programs and environmental health programs to prevent unwanted effects of our environment on public health.

- Participate in drills and exercises to improve plan efficiencies.
- Develop clear, effective, and culturally competent public health messaging.

#### 2.6.2 Lake County Hospitals

- Participate in emergency preparedness activities, including regional hospital association communication and meetings of best practices and information sharing.
- Regular internal review of hospital disaster plans.
- Implement the Hospital Incident Command System in coordination of activities throughout the community.
- Collaborate planning and resource sharing with hospital systems through professional associations and coalitions such as the Central Florida Disaster Medical Coalition.
- Participate in County/agency exercises and drills.
- Provide adequate planning for obtaining emergency medical supplies, pharmaceuticals, and linens under disaster conditions.
- Maintain emergency capabilities under disaster conditions or other episodes of utility service interruption.

#### 2.6.3 Lake County Office of Fire Rescue

- Participate in ESF 08 and county emergency preparedness activities, including regional health and medical planning and coordination.
- Mass Casualty Incident (MCI)/Alternate Medical Treatment Site (AMTS) planning and training.
- Coordinate with the County in conducting incident command and emergency response preparedness training.
- Participate in County and hospital drills and exercises.

#### 2.6.4 District 5 Medical Examiner

- Mass fatality planning and coordination.
- Participate in ESF 08 and county emergency preparedness activities.
- Establish and maintain mutual aid and vendor contracts for disaster support equipment, supplies, and staffing.

### 2.7 Response Actions

#### 2.7.1 Florida Department of Health in Lake County

- DOH-Lake will coordinate with the EOC Manager to provide the appropriate level of staffing to ESF 08.
- Establish and maintain staffing plans and daily activity reports.

- Obtain an operational picture from briefings, situation reports, etc.
- Interface with other ESFs as necessary to accomplish goals and objectives.
- DOH-Lake representatives will respond to the Lake County EOC or secondary locations as directed in the FDOH-Lake Emergency Operations Plan.
- Emergency medical, environmental health, epidemiology investigations, and mental health services will be coordinated by ESF 08 from the Lake County EOC. Regional and state health and medical resources will be requested through the ESF 08 desk at the County EOC.
- Quarantine may be imposed by the Florida Department of Health, Lake County Health Officer in conjunction with Lake County Government and Florida Department of Health consultation.
- Provide for the monitoring and evaluation of environmental hazards as necessary.
- Coordinate with regional public utilities and water utilities to assess damage to the water source, supply, water treatment, and water distribution systems. Inform the public utilities of locations needing priority water service restoration.
- Coordinate with ESF 06 – Mass Care representatives in the Lake County EOC to assist with environmental health provisions at temporary shelters and disaster assistance distribution centers.
- Identify:
  - Hospitals and temporary treatment centers in need of containerized potable water, sanitation facilities, and power generation.
  - Hospitals in need of temporary water treatment equipment.
  - Other sites such as temporary shelters and disaster assistance distribution centers in need of containerized potable water, sanitation facilities, and power generation.
  - Dialysis clinics.
- Coordinate countywide surveillance to determine:
  - Sewage disposal system failures:
    - Health risks due to environmental factors.
    - Extent of food contamination and spoilage.
    - Inspection of food service establishments and provision of public information on food safety.
- Coordinate the inspection of schools and temporary emergency shelters.
- Assist in notification of appropriate agencies regarding potential areas of toxic chemical contamination and assist in providing public notification and evaluation of clean up and disposal services.

- Coordinate staffing of special needs shelters and mass prophylaxis operations.
- Coordinate with ESF 19 - Fuel the deployment of environmental or epidemiology strike teams.
- Maintain vital statistics including birth and death certificates.

## 2.7.2 Support Agencies

### 2.7.2.1 Fire Rescue

- Emergency Medical Services will be provided and coordinated by the Lake County Office of Fire Rescue, and municipal fire departments.
- EMS and fire department units will respond and establish field command posts (CP) as necessary.
- EMS and fire department units will establish field triage areas, direct triage and treatment operations and initiate communications with Lake County hospitals.
- Triage will be provided at each multiple casualty site in accordance with the Lake County Office of Fire Rescue Mass Casualty Incident/Alternate Medical Treatment Site (AMTS) Plan.
- EMS will coordinate the distribution of patients to hospitals or temporary treatment and medical facilities upon request from the field Incident Commander and in consultation with ESF 08. Transportation and patient tracking will be coordinated by the Lake County Office of Fire Rescue.
- Regional mutual aid agreements may be activated to support or augment transportation requirements.

### 2.7.2.2 Lake County Hospitals

- Medical care for the injured will be provided at local hospitals or temporary treatment facilities. Direction and control of emergency operations at hospital facilities will be the responsibility of the facility managers and staff.
- Hospital administrators have developed policy and procedures for activation of hospital internal disaster plans to ensure adequate staffing and bed capacity to maintain hospital operations at the maximum levels possible.
- Mass Casualty Incident bed census will drive decisions for patient distribution.
- Hospitals will maintain 24-hour communication capability with emergency medical services and ESF 08 through established and redundant communication systems.
- Hospitals will provide ESF 08 with census and facility status daily with regular updates every 4 hours during an event or more frequently as required.
- When in-house sources and private vendor sources of supplies are exhausted, hospitals will forward resource requests to the ESF 08 desk at the County EOC for:
  - Emergency supplies and equipment.
  - Support personnel.

- Blood products/supplies.
- Vehicles to transport patients to other hospitals or medical facilities.
- Emergency repairs to physical plant that cannot be accomplished in-house or with accustomed service.

#### 2.7.2.3 Emergency Mental Health Services

- ESF 08 will coordinate with Lake County Office of Housing and Human Services, LifeStream Behavioral Center, American Red Cross, and participating faith-based organizations to provide crisis response and mental health services for persons who suffer from reactions to the disaster.
- LifeStream Behavioral Center will coordinate mental health crisis response, involuntary detention services, and outpatient mental health services for persons who suffer from reactions to the disaster. LifeStream will coordinate with contracting mental health provider agencies to provide support delivery of mental health services during a disaster as required.
- ESF 08 will coordinate with Lake County law enforcement agencies, the Lake County Office of Fire Rescue, and hospitals to provide critical incident stress management services for emergency service workers.
- Florida Crisis Consortium (FCC) response teams may be requested for response and recovery phases of a disaster to supplement local resources. FCC requests will be coordinated through the ESF 08 desk at the EOC.

#### 2.7.2.4 Medical Examiner Services

- Coordinate with the Lake County Sheriff's Office and DOH-Lake response to an incident of bioterrorism.
- Coordinate and provide laboratory services for identification required to support emergency health and emergency medical services.
- Investigate and determine the cause of sudden, unexpected, violent, and non-natural deaths.
- Provide emergency information to the EOC for the news media.
- Coordinate morgue services including body identification and disposition of unclaimed bodies. Maintain a record of information on all unexpected and violent deaths resulting from the disaster.

## 2.8 Recovery Actions

ESF 08 will conduct recovery activities from the Lake County EOC, the DOH-Lake Department Operations Center (DOC) and from departmental offices as required. Recovery activities will include but not be limited to the following:

- Maintain information on status of disaster and its impact on the FDOH-Lake, hospitals, Lake County Office of Emergency Medical Services, and other medical care facilities.
- Provide epidemiological surveillance, case investigation, and follow up to control

infectious disease, including acts of bioterrorism and foodborne illness outbreaks.

- Assist affected populations in clean up or follow up activities with technical advice or field service on health and safety issues related to returning to impacted areas.
- Coordinate discharge planning and closure of shelters and alternative treatment facilities.
- Coordinate with the Lake County Office of Housing and Human Services to provide mental health information and referral for counseling of survivors, community residents.
- Coordinate post event Critical Incident Stress Management (CISM) for those involved in the incident.
- Maintain reports on hazard, injury, loss of life and condition of health personnel in the impacted area.
- Primary and support agencies will resume normal operations as soon as possible.
- Document and report activities undertaken during the emergency, including time, supplies, and any other pertinent information.
- Track all emergency-related costs associated with providing communication services for Public Assistance Program application.
- Turn all emergency-related documentation to ESF 05 – Information & Planning.
- Participate in after-action reviews.

### 3 Administration and Logistics

The EOC's function is to assist ESFs and partner agencies in the identification, location, acquisition, storage, maintenance and testing, timely distribution, and accounting for services and materials. The identification of resource requirements, shortfalls, and inventories shall be coordinated through the EOC Logistics Section. The ESFs will use WebEOC for ordering and tracking resources.

During an activation, activated ESFs and partner agencies will work together to identify any gaps in resource requirements. Any resource needs and shortfalls would be prioritized and addressed through a variety of initiatives, which include the budget process, executive process, mutual aid agreements, memorandum of understanding, contractual service agreements, business partnerships, VOADs, and the necessary steps to overcome any shortfalls.

WebEOC allows ESFs and partner agencies to accomplish the following:

- Activate needed resources
- Dispatch and track resources
- Deactivate or recall resources

The ESFs and partner agencies maintain inventory lists of available equipment and resources that would be needed during the recovery phases.

### 3.1 Operational Reports

Situation Reports (SITREPS) will be submitted daily or as needed and directed by the Lake County Emergency Operations Center (EOC) Manager. All SITREPS will be submitted by ESF 08 to ESF 05 for consolidation and inclusion in the County SITREP to the State EOC.

Support Agencies will provide daily “status reports” on their support of their assigned ESF 08 functions to include any anticipated problems or deficiencies in supporting the mission.

### 3.2 Logistics/Resource Requests

During normal daily emergency response field (IC) acquire needed resources as a manner of course by utilizing existing department resources (reach back) and/or calling for mutual aid. If the need for resources exceeds available department and mutual resources, it is likely that the EOC will be (or will have been) activated.

When the County EOC is activated ICs (or their designated field representative) will communicate to the EOC their resource needs. This is done by communicating to an EOC ESF representative and/or the EOC Logistics Section.

The Lake County EOC must validate and approve all County resource requests and verify that local resources have been exhausted, and that resources are not available from the local private sector.

#### 3.2.1 Resource Assignment and Tracking

WebEOC, through the “Mission/Resource” board, is used to assign, track, and manage all missions and resource requests during an incident or event. The mission/resource tracking process is shown in detail within the *Lake County Logistics and Resource Management Plan*.

### 3.3 Financial Responsibility

Timely financial support of any extensive response activity could be crucial to saving lives and property. While innovative means of procurement may be needed during times of emergencies, it is still mandatory that good accounting principles and practices be employed to safeguard the use of public funds from the potential for fraud, waste, and abuse.

- In concert with federal guidelines, officials of the primary and support agencies will give approval for expenditure of funds for response operations. Each agency is responsible for establishing effective administrative controls of funds and segregation of duties for proper internal controls, and to ensure that actions taken, and costs incurred are consistent with the missions identified in this plan.
- Extreme care and diligence must be taken throughout the emergency response period to maintain logs, formal records, and file copies of all expenditures (including personnel time sheets) to provide clear and reasonable accountability and justification for future reimbursement requests. Reimbursement is NOT guaranteed, therefore as much deliberative prudence as time and circumstances allow is key.

### 3.4 Plan Maintenance

This Annex was developed through OEM in collaboration with stakeholders that include County and municipal agencies, public organizations, and the private sector. These partner agencies are engaged informally, on an as-needed basis, and formally, during meetings, trainings, and exercises, to discuss processes and procedures required to address the anticipated long-term resilient recovery needs of the County following a disaster.

It is the responsibility of OEM to update this Annex every five (5) years in conjunction with the CEMP. Changes in operational capabilities, modernization of equipment, or any modifications should be incorporated in the revisions to this Plan. Draft annexes will be provided to stakeholders for review and comment. OEM will incorporate any edits into the document and then forward to stakeholders for final review.



## 4 Authorities and References

This section addresses the Federal, State, and local authorities relevant to this Plan.

### 4.1 Federal

- FEMA Chapter 68, Title 42
- HSPD-21 (November 2007)
- Centers for Disease Control (CDC)
- Homeland Security Advisory System

### 4.2 State

- Chapter 401, Florida Statutes; Medical Telecommunications and Transportation
- Chapter 403, Part 1 Florida Statutes; Environmental Control
- Chapter 404, Part 1, Florida Statutes; Radiation
- Florida Statutes, Emergency Management, Title XVII §252 (252.31-52.61)
- Florida Field Operations Guide (FFOG) 2006
- Florida State HB 7121
- Florida Statutes FDOH Chapter 381
  - Communicable Disease & Quarantine –Section 381.0011
  - Public Health Emergencies & Advisories – Section 381.00315
  - Special Needs Shelters – Section 381.0303
- Florida Statutes – Sovereign Immunity – Section 768.28
- Florida Statutes – Adopt Temporary Emergency Rules – Section 120.54
- Florida Statutes – FDOH Enforcement Authority – Section 381.0012
- Florida Department of Health Emergency Operations Plan, (2003)
- National Response Plan ESF8 (2008)



DATA SYSTEMS

ORDER Q-61557

11802 Ridge Parkway, Suite 400  
Broomfield, Colorado 80021-5059  
(303) 801-0000 (main)  
(800) 474-4489 (toll free)  
www.zolldata.com

**Customer Information**

**Company Name:** Riteway BLS Services, Inc.  
**Address:** 11245 Tuscarora Lane  
Minneola, FL 34715

**Bill To:** Riteway BLS Services, Inc.  
11245 Tuscarora Lane  
Minneola, FL 34715

**Contact:** Nadia Charran  
**Email:** aleema789@yahoo.com

**Software, SaaS and Services****Initial Term:** 60 months

**Offer Expiration:** August 15, 2023  
**ZOLL Representative:** John Jaweed

SaaS								
Item	Lic. Type	Description	Qty	Unit	List Price	Disc	Unit Price	Monthly Fee
ZEMSC	HL	ZOLL emsCharts (Per PCR)	150	PCR	\$1.12		\$1.12	\$168.00
ZEMSC-CM	HL	ZOLL emsCharts - Core Modules (Per PCR)	150	PCR	\$1.40		\$1.40	\$210.00

Professional Services								
Item	Lic. Type	Description	Qty	Unit	List Price	Disc	Unit Price	Total
EMCS-IMP	---	emsCharts Implementation Day (Excludes T&E)	2	Day	\$1,500.00		\$1,500.00	\$3,000.00

PROFESSIONAL SERVICES FEES: \$3,000.00  
MONTHLY FEES: \$378.00

**TOTAL FEES FOR INITIAL TERM: \$25,680.00****Terms**

The Initial Term will begin on the date of last signature below (the "Effective Date") and will end the number of months indicated above following the Monthly Fees Commencement Date (as defined in the Agreement). Discounted Fees are rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total Fees in this Order were calculated using the actual price, which are the true and binding totals for this Order.

This Order is governed by and subject to the terms and conditions, including applicable addenda, available at <https://www.zolldata.com/legal>, and incorporated herein by reference, unless Customer and ZOLL Data Systems, Inc. have executed a written master agreement governing the Software, SaaS and Services listed above that expressly supersedes such terms and conditions (as applicable, the "Agreement"). By signing below, (1) Customer represents and warrants it has read this Order and the applicable Agreement and agrees to such terms and conditions and (2) each person below represents and warrants that she or he has the authority to bind the party for which she or he is signing.

**ZOLL Data Systems, Inc.****Riteway BLS Services, Inc.**

DocuSigned by:  
*Sandy King*  
Authorized Signature: 0065e00000MARld  
D1D2A604C6944D5...

DocuSigned by:  
*Nadia Charran*  
Authorized Signature: 0014p00001yhrk7  
9311D7E8CE75475...

Name: Sandy King  
Title: Director of Operational Accounting  
Date: 7/27/2023 | 10:49 PDT

Name: Nadia Charran  
Title: Owner  
Date: 7/27/2023 | 10:19 PDT

On Thursday, March 28, 2024, 7:40 PM, [ritewaytran@yahoo.com](mailto:ritewaytran@yahoo.com) <[ritewaytran@yahoo.com](mailto:ritewaytran@yahoo.com)> wrote:

- 1.) Chapters Address is 5655 S Orange Ave. Orlando FL 32809
- 2.) Response times can vary from 15 minutes to 4 hours.

**Rite Way Transportation**  
*We'll Drive You Safely the Right Way*  
P.O. Box 338  
Minneola, FL 34755  
P (352) 516-8229  
F (352) 394-5719  
[ritewaytrans@yahoo.com](mailto:ritewaytrans@yahoo.com)



1655 E. HWY 50 SUITE 312  
CLERMONT FL, 34711  
RITEWAYBLS@YAHOO.COM  
(352) 989-6622

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To Whom May Concern,

This letter is to confirm that we are applying for BLS level 7, interfacility transport service. The primary reason is for providing oxygen related transports for hospice clients.

*Nadia Samsingh*

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Nadia Samsingh, Director



VIA HAND DELIVER AND EMAIL

Dr. Christian Zuver  
Medical Director  
Orange County Emergency Medical Services  
4654 35<sup>th</sup> Street  
Orlando, FL 32811  
[Christian.zuver@ocfl.net](mailto:Christian.zuver@ocfl.net)

May 6, 2024

RE: Objection to Right Way BLS Services, Inc. COPCN Application

Dr. Zuver:

Pursuant to Ordinance 2022-19 section 20-94, RG Ambulance Inc. d/b/a American Ambulance hereby files this objection to the Application of Right Way BLS Services, Inc. (hereinafter the "Applicant") for COPCN to operate BLS interfacility service within Orange County. This objection is timely under section 20-94 (b) because it has been within 14 days of the County's notice of the Application.

### Summary of Objection

The application submitted by Right Way BLS Service, Inc. is both deficient in required information and insufficient in its description of the benefits of the proposed service for the population of the county or the population of some geographic area of the county where the applicant will provide its proposed service. As discussed more fully below, there is no verifiable need or necessity within the County as the current providers are exceeding expectations for the current demand for services.

### Applicable Standards and Grounds for Objection

In reviewing the application for COPCN, Section 20-93 (5), "A statement describing, with reasonable certainty, the geographic area proposed to be served and how the applicant's proposed service will benefit the population of that geographic area". The Applicant stated, "to provide unparallel care with oxygen to the counties most vulnerable patients". **Unparallel**-(*Having no equal or match: unique in kind or quality*). Should the "Applicant" be successful in issuance of a COPCN this statement may be true in so far as a BLS only provider in a community where the standard of care has been dual licensure of Advance Life Support (ALS) and Basic Life Support (BLS) transportation providers. Should Orange County be considering lowering the standard of care? The potential for poor patient outcomes and on-scene delays for transport could arise from improper medical telephone ALS/BLS triage. The "Applicant" fails to describe "How the proposed service will benefit the population of the proposed geographic area to be served". Simply providing oxygen does not bring a benefit to the population of Orange County when every current licensed provider

currently does so. Furthermore, many end-of-life patients require medical interventions such as ventilator assistance and IV infusion therapy to maintain life viability during transport to a destination to be with loved ones. BLS only services may cause confusion and unnecessarily delay transport at a critical time.

Section 12 of the application requires the applicant to "provide your proposed response times (IN MIN) for urgent and non-urgent calls." The "Applicant" stated "Response times can vary from 15 minutes to 4 hours." The applicant failed to differentiate between two significant levels of urgency and eludes accountability to any established standard or goal. Combined with Section 9 of the application regarding benefit to the population, this application should be subject to significant scrutiny.

Additionally, and in accordance with section 20-95 (1) EMSAC must consider the number of providers currently providing services and the type and quality of service provided. In doing so, and in accordance with section 20-95 (4) the results of the most recent county survey are to be considered.

The current system has \*Eight (8) providers that are currently licensed as inter-facility transport agencies. Both BLS and ALS certifications are held by all. The addition of another provider will only further degrade the ability of the current providers ability to attract, employ and retain qualified licensed EMS personnel. Five (5) of the current providers have been issued COPCN's over the past 24 months thus having put a strain on the current interfacility transport system. The addition of another provider will be unrevivable and have a reverse effect than what the Applicant states.

It is our recollection that the most recent survey conducted in December 2023 suggest that hospital systems, nursing homes and other health care institutions **do not** see EMS service, response times and oxygen administration as an issue in Orange County. Furthermore, it's our understanding that only seven (7) surveys were completed out of more than a hundred facilities in Orange County. The results of the survey, through lack of participation as well as the submitted responses would NOT suggest that the county should consider additional providers.

The Applicant focuses on a perceived need for patients to be transported that require oxygen. This perceived justification should come of concern to Orange County. Oxygen by itself does not meet the standard for Medical Necessity. Patients could quickly see their insurance claims denied and left with a significant out of pocket expense because the Applicant may have failed to qualify the medical necessity for non-emergency ambulance transport.

Basic Life Support treatment and transportation is more than the administration of oxygen. The recent emphasis of the BLS skill set such as airway management and CPR over the past year in Orange County further demonstrates this.

Section 10 the applicant does not propose having any local presence or station location and would suggest that ambulance be deployed from Clermont located in Lake County.

RG Ambulance Service, Inc. d/b/a American Ambulance has an outstanding reputation in Orange County and the surrounding communities. To date we have not received one single complaint of service or violations from the Division of Emergency Medical Services in two decades.

For the reasons identified, RG Ambulance Service, as an existing provider of ALS/BLS interfacility service provider in Orange County, respectfully requests that the Application of Rite Way BLS Services, Inc. be denied.

Respectfully,

A handwritten signature in blue ink, appearing to be 'B.E.', written in a cursive style.

Bob Eberhart  
General Manger

\*National Health Transport, Rocky Mountain Holdings, Affordable Transport, American Medical Response, AdventHealth EMS, Trident EMS, American Ambulance and HCA. Date of COPCN issuance not available at time of draft.

May 13, 2024

Dr. Christian Zuver, MD  
Medical Director  
Orange County Emergency Medical Services  
4654 35<sup>th</sup> Street  
Orlando, FL 32811  
[Christian.zuver@ocfl.net](mailto:Christian.zuver@ocfl.net)

RE: Objection to Rightway BLS Services, Inc., Right by Your Side, and Florida Ambulance Service d/b/a Florida Medical Transport COPCN applications.

Dr, Zuver,

National Health Transport is responding to Orange County's notice of applicants and is filing an objection to the above-named applicants for Certificates of Public Convenience and Necessity.

National Health Transport petitioned this very Council just over two years ago meeting the requirements set forth by Orange County. At that time a need was proven, users of the system came forth and testified before the Board of County Commissioners that additional ambulance services were required to improve response times.

Subsequently, four new Certificates have been issued. National Health Transport, Affordable, First to Aid (now Trident), and Air Methods have all added capacity to the non-emergency ambulance transport system in Orange County.

As noted by the lack of response to the recent system survey, the hospital systems, nursing homes, and other healthcare institutions of the system are happy with the improvements that have been made since the addition of the latest providers. Further diluting the system will be detrimental to those who have made the most recent investments. Additionally, no need for additional services has been suggested or proven by any of the current applicants.

Systems around the country known for an open-door approach to EMS are fraught with challenges in monitoring quality and are more prone to instances of fraud and abuse<sup>1</sup>.

National Health Transport operates in 11 Florida Counties. Orange County, by far, has the most providers per capita than any other county in which we operate. Because of that, the cost of doing business is higher as well. The system has reached capacity in terms of providers. Allow us to continue providing excellent services and deny Rightway BLS Services, Inc., Right by Your Side, and Florida Ambulance Service d/b/a Florida Medical Transport COPCN applications.

Sincerely,

Raul Rodriguez, CEO



A handwritten signature in black ink, appearing to read 'R. Rodriguez', is written over a horizontal line.

<sup>1</sup> CMS enrollment moratorium in eight Texas counties.