

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

# RECEIVED

<b>DATE:</b> 02/12/2024		DATE: 2/15/2024, 11:30 INITIALS: am
PROPOSED DATE OPERA	ATIONS WILL BEGIN:	See Revised Page 1 - Rec'd 3/11/2024 06/01/2024
SECTION I		
1. NAME OF SERVICE:	Florida Ambulance Service d	/b/a Florida Medical Transport
2. ADDRESS OF OWNER	(INCLUDE COUNTY):	3501 Quadrangle Blvd, #260, Orlando, FL- Orange
3. ADDRESS OF OPERAT	OR (IF DIFFERENT THAN	ABOVE):
4. CONTACT INFORMAT	ION:	
BUSINESS PHONE	407-260-1230	
MOBILE PHONE	407-620-7232	
EMAIL	ray@flmedtransport.com	



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EMAIL

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PR	IVATE CORPORATION	<b>GOVERNMENT AGENCY</b>	OTHER
6. LEVEL	OF SERVICE REQUESTED (M	1AY REQUEST MULTIPLE):	
BL	S NON-TRANSPORT	BLS TRANSPORT	
AL	S NON-TRANSPORT	ALS TRANSPORT	
IN <sup>-</sup>	TERFACILITY TRANSPORT (A	LIS AND BLS)	
PR	EHOSPITAL AIR AMBULANC	ÏE	

7. CORPORATE OFFICERS, CONTROLLING SHAREHOLDERS, AND DIRECTORS:

NAME	ADDRESS	POSITION

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

**CHECK IF SUBMITTED AS AN ATTACHMENT** 

<del></del>	SUPPLIED AS AN ATTACHMENT
Central Florida quality, safe, a years, we con experiencing of residents of O unnecessarily Additionally by	Transport has been a leading non-emergency medical transportation provider throughout for more than 11 years. We have grown to become a premier provider by offering high fordable, and reliable transportation for the clients we serve. Working with our clients over nue to hear of concerns with current availability of BLS/ALS providers and most are tensive wait times upwards of 4-6 hours and beyond. This not only negatively impacts the inge county by delaying the time they can begin receiving post-discharge care, it also constrains hospital resources which could be utilized to treat other residents in the communutilizing excess hospital resources beyond what is required, this adds to overall healthcare acts all residents in the county.
year which is v NEMT provide	nstrated our capability to transport tens of thousands of patients safely and expediently early we have been chosen by more healthcare facilities in Central Florida than any other Our goal is to leverage our experience in healthcare and transportation logistics to bring a service to the clients we currently serve. Additionally patients will benefit by being able
utilize a truste	provider that can provide BLS transports which are covered by Medicare reimbursement. so greatly benefit by improving turnaround times from current local industry standards.
utilize a trusted Residents will	provider that can provide BLS transports which are covered by Medicare reimbursement. so greatly benefit by improving turnaround times from current local industry standards.  TATEMENT SHOWING HOW THE APPLICANT PLANS TO STAFF THE
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PROVIDE A PROPOSED ETC.):	provider that can provide BLS transports which are covered by Medicare reimbursement. so greatly benefit by improving turnaround times from current local industry standards.  TATEMENT SHOWING HOW THE APPLICANT PLANS TO STAFF THE ERVICE (NUMBER AND TYPES OF UNITS, STATION LOCATION,
PROVIDE A PROPOSED ETC.):	provider that can provide BLS transports which are covered by Medicare reimbursement. so greatly benefit by improving turnaround times from current local industry standards.  TATEMENT SHOWING HOW THE APPLICANT PLANS TO STAFF THE
PROVIDE A PROPOSED ETC.):  CHECK IF  We plan to star BLS License. I years experien months we placurrent client b	provider that can provide BLS transports which are covered by Medicare reimbursement. So greatly benefit by improving turnaround times from current local industry standards.  TATEMENT SHOWING HOW THE APPLICANT PLANS TO STAFF THE ERVICE (NUMBER AND TYPES OF UNITS, STATION LOCATION,
PROVIDE A PROPOSED ETC.):  CHECK IF  We plan to star BLS License. I years experien months we placurrent client b	TATEMENT SHOWING HOW THE APPLICANT PLANS TO STAFF THE ERVICE (NUMBER AND TYPES OF UNITS, STATION LOCATION,  SUPPLIED AS AN ATTACHMENT  The proposed service with licensed and experienced EMT's as required under our FLDOHe staff will be supervised by our Medical Director and our VP of operations who has over as a paramedic and lieutenant in the City of Lake Mary Fire Department. Over the next to expand from 1 to 5 Type 2 BLS units providing non-emergency BLS transports to our see we serve throughout the region. Each EMT will be assisted by either another EMT or a

**OFEACH VEHICLE.** 

#### **FLORIDA AMBULANCE SERVICE**

**VEHICLE ROSTER – ORANGE COUNTY COPCN** 

#### 1. VEHICLE 1

a. Make: Ford

b. Model: Transit T350

c. Mileage: 123,470

d. VIN: 1FDYR2CM5HKA02700

e. PERMIT #: 9005

f. REGISTRATION #: Tag/83BNKD; Decal/20627712

2. <u>VEHICLE 2</u> (Pending – On Order; expected delivery 2024)

3. <u>VEHICLE 3</u> (Pending – On Order; expected delivery 2024)

4. <u>VEHICLE 4</u> (Pending – On Order; expected delivery 2024)

5. VEHICLE 5 (Pending – On Order; expected delivery 2024)

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:

on our experiend are. One of the d response times	ur current average response be working with the regions le whief complaints our clients h egularly approaching 6+ hou	eted response times will be 90 minutes. These times are times in the markets we operate. This time was chose etimes in the markets we operate. This time was chose eading healthcare facilities and what their ideal expectative from their current BLS providers is the exceedingly ars. We aim to exceed industry standards by efficiently taffing up to say ahead of client needs.	en bas ations
PROVIDE A	DESCRIPTION OF	YOUR COMPLAINT PROCESS FOR	
	AND ACCIDENTS. INC , FACILITIES, AND THE	CLUDE A PROCESS FOR BOTH INTERNAL PUBLIC:	
CHECK IF S	UPPLIED AS AN ATTA	CHMENT	
CHECK IF S	UPPLIED AS AN ATTA	CHMENT	
CHECK IF S	UPPLIED AS AN ATTA	CHMENT	

#### 2.16 CUSTOMER COMPLAINT POLICY

**Purpose:** To establish a process for addressing patient or other customer complaints and/or comments regarding their experience with this company. Complaints and comments are taken seriously and will be subject to the policy and procedure listed below.

**Policy:** It is the policy of Florida Medical Transport to ensure all staff are courteous, truthful, and respectful when dealing with patients, and provided with services regardless of person's race, sex, creed, national origin, sexual preference, age, disability, medical condition (including, but not limited to, patients with AIDS/HIV, TB, Hepatitis B or other communicable diseases) religion, marital status, sexual orientation, gender identity and expression, pregnancy, covered veteran status, political affiliation or ability to pay. Company staff will carry out their professional work in a competent and objective manner. All staff will comply with this complaint policy and procedures an also comply at all times with all federal, state and local laws and regulations, including but not limited to laws relating to license, scope of practice, facility operations and billing requirements.

#### **Procedure**

- 1.Complaints: Persons concerned that any violation of the above principles has occurred can register a comment with the company complaint officer.
  - a. Written complaint with any supporting evidence regarding the complaint must be submitted no later than 60 days after the event.
  - b. Complaint can be sent to the company address and to the attention of the complaint officer:

Florida Medical Transport Attn: Tony Jackson-Operations Manager 3501 Quadrangle Blvd, Suite 260 Orlando, FL 32817 Or info@flmedtransport.com

#### 2. Company response to complaints:

- a. Complaints must be sent to the Operations Manager within 2 working days of being received.
- b. The Operations Manager will be responsible for promptly investigating and responding to complaints and responding to the person making the claim within 30 days of receipt of complaint.
- c. The Operations Manager will notify the appropriate staff and complainant of investigation results within 30 days after complaint is received.
- d. The Operations Manager will keep a record of receipt and disposition of all complaints.
- e. The Operations Manager will be responsible for reporting any infraction of laws or guidelines that govern an employee's license and /or credentials to the proper governing authorities.
- f. The Chief Executive Officer will be responsible for reporting any infraction of laws or guidelines that govern patient or staff safety to the proper governing authorities.

#### **Related Policy**

1. Non Discrimination Policy

#### 2.4 REPORTABLE EVENTS POLICY

**Purpose:** To establish policies and procedures to notify the Department of Health and Senior Services of reportable events.

**Policy:** The Company will comply with all requirements for reportable events. The company will notify the state regulatory agency by telephone and also by written confirmation using the Reportable Events form as provided by the state.

Reportable events will be reported by the Administrator to the state by phone and in writing and will include the following:

- 1. Any death or injury that occurred to a patient, passenger or crewmember while being treated, transported or riding in the provider's vehicle
- 2. Any accident reportable in which one or more of the provider's vehicles is involved, regardless of whether or not the accident is actually reported to the police.
- 3. Any event occurring on or within the provider's vehicle(s) or place of business that results in any damage to patient medical records;
- 4. Any instance where a crewmember acts outside of his or her approved scope of practice;
- 5. Any and all incidents or series of incidents which, upon objective evaluation, lead to the good faith belief that the conduct is in violation of any applicable law, rule and/or regulation (including, but not limited to, any instances of child abuse or neglect, elder abuse, domestic violence and/or the utilization of physical behavioral restraints)

The initial telephone report shall be made during regular business hours before the end of the next business day following the incident.

The written confirmation shall be in the form <u>provided</u> by state regulatory agency and shall include all information known to the provider or crewmembers, including the condition of, and prognosis for, any injured persons, as well as copies of any official reports (such as a police report) and the provider's estimate of the degree of disruption of services, as applicable. This confirmation shall be delivered to state regulatory agency no later than 14 calendar days after the incident.

#### **Related Policy:**

- 1. Non-Discrimination Policy
- 2. PIOOS Policy

#### 4.24 INTERNAL CONFLICT RESOLUTION

#### Policy:

Conflict resolution is a way for opposing parties to find a peaceful solution to their disagreement that leaves all parties reasonably satisfied.

Conflict resolution can be done formally or informally in workplaces and is known to facilitate the following:

#### Procedure:

There are five common methods to resolve conflicts in the workplace:

- 1. Accommodating
- 2. Avoiding
- 3. Compromising
- 4. Collaborating
- 5. Competing

#### 1. Accommodating

This method of conflict resolution, also known as smoothing, involves one party acquiescing, giving the opposing party exactly what it needs to resolve the problem.

In some cases, accommodating can be an appropriate resolution to conflict. For example, if your opinion on the matter is not very strong, it is often easier to comply. This method allows you the chance to resolve a problem in the short term while working toward a long-term solution.

#### Avoiding

This method involves simply ignoring the fact that there may be a conflict. People tend to avoid conflict when they do not wish to engage in it. Avoiding allows them to ignore that there is a problem.

There are situations in which avoiding conflict can be an appropriate response, such as when there is no clear solution or a frustrated party needs time to calm down before confrontation. However, avoidance can require more effort than merely facing the problem and can cause friction between the disagreeing parties.

#### 3. Compromising

Also known as reconciling, compromising seeks a mutual agreement to settle a dispute. Both parties willingly forfeit some of their conditions in the interest of reaching an agreement. This can be a quick way to resolve a conflict without it becoming a bigger issue. Compromise can also be used as a temporary method to avoid conflict until the parties involved can implement a more permanent solution.

It is appropriate to compromise when it would not be possible to make both sides completely happy while still moving forward.

#### 4. Collaborating

Like the compromising method, collaboration involves working with the other party to find a mutually agreeable solution to a problem. For example, a salesperson and client may work together to negotiate contract terms until both parties find it agreeable.

#### 5. Competing

Competing is an uncooperative, overly assertive method used by people who insist on winning the dispute at all costs. This method is not often identified as bringing satisfactory resolutions, as it doesn't allow for collaborative problem-solving.

#### How to use conflict resolution in the workplace

To avoid or resolve conflicts that have the potential to negatively influence the organization's productivity, follow these steps to find the best solution possible:

1. Separate the person from the problem

Remain focused on the issue at hand, avoiding personal emotions during this discussion. Talk through the problem professionally without attaching a particular person or group to it.

#### 2. Meet on neutral ground

Clarifying a problem or discussing a resolution should be carried out in a safe, neutral environment to facilitate a positive outcome. If possible, have an objective party act as a mediator to ensure a professional and respectful interaction and helping to separate facts from feelings in the discussion.

3. Brainstorm to create a list of possible solutions

Collectively explore all possible ideas for a mutually favorable outcome. All parties should be given ample opportunity to share their thoughts.

#### 4. Agree on a solution

After visiting each possible option, determine which one will be the most favorable to everyone involved. Each party should provide an acknowledgment that the proposed solution is the best one possible.

## INCIDENT REPORT FORM

### Florida Medical Transport

			it is subje				nts and should		ordingly.
Date of Incident:		Time o	of Incident	: [	]AM []	РМ			
Name of Provider/Facility		•						Vehicle	
Street Address / Location of Incider	ıt			-			· · ·		
City				County			State	Zip	
Telephone Number	Fax N	Number		E-mail A	Address				
Incident Category - check all th	at apply.								
☐ Altercation		☐ Escap	pe		Ľ	Sexual Bat			
☐ Client Death		□ Restr	aint			Sexual Ab	use		
☐ Client Injury or		☐ Employee Arr			☐ Suicide Attempt				
Illness		□ Clien	t Arrest			Suicide			
☐ Homicide		□ Staff	Injury			Fire			
☐ Employee misconduct		□ Theft	/Vandalis	sm		Other			
□ Bomb									
Identifying Information – includ	all partici	pants and	l witnesse	es.					
FULL NAME of INDIVIDUAL (First Last) (m	DOB m/dd/yy) I	Race Sc:	x Cou	ent's nty of igin	Cliei Title	nt Status / Empl		imary State and ing Source	Participant (P) or Witness (W)
T -									
			-				<del></del>		

Corrective Action / F	ollow-up / Referral Information		
Is follow-up action nee			
☐ Yes ☐ No			
Corrective Actions/Cou	· · · · · · · · · · · · · · · · · · ·	planned or taken, along with date or	faction.
Law Enforcement Notin	ied?		
□ Yes □ No	If Yes, which law enforcement agency(ies?)	Agency: Officer/Badge: Case #:	
Other Contacts / Notification (Note details included)	cations: ing name/date/time and type of conta		<b>3)</b>
Name		Date	
Management Notified:			☐ AM ☐ PM
Family Notified:			□ AM □ PM
Abuse Hotline:	ID#		□ AM □ PM
Other:			☐ AM ☐ PM
<u> </u>			
Reporting Employee (print	name):		Telephone Number
Date & Time of Report:	Date: Time: [	⊒лм □рм	
		<del></del>	
Risk Manager (print name)			Telephone Number
Summary of Events – E	Describe the incident in detail (Who, W	nat, When, Where and How)	

#### 2.5 VEHICLE SAFETY POLICY

Purpose: To provide guidelines for vehicle safety operations

**Policy:** Each company vehicle shall be maintained in a safe operating condition. The vehicle and all required equipment shall be functional and operable when the non-emergency transportation vehicle is "in-service." The responsibility for the safe operation of each vehicle shall rest with the crewmembers staffing that vehicle. The company strongly prohibits the operation of any vehicle without due regard for the safety of the general public or without adhering to all applicable laws, rules and/or regulations. The company will also avoid the operation of any vehicle that is patently unsafe to drive, presents a hazard to personnel and/or bystanders, has not passed the state Motor Vehicle Commission (MVC) inspection or does not display a valid MVC inspection sticker. It is the policy of the company that no person shall staff or operate, or be allowed to staff or operate a non-emergency transportation vehicle:

- 1. After consuming or while under the influence of alcohol, narcotics or any substance that substantially compromises a person's decision-making abilities;
- 2. In a reckless manner;
- 3. At an excessive rate of speed; or
- 4. While engaging in any illegal conduct.
- (e) The interior of the vehicle shall be designed for the safety of patients and crewmembers and the patient compartment shall have the following safety features:
- 1. There shall be no protruding edges
- 2. Exterior corners (corners that point-out) shall be rounded or covered with a padded material;
- 3. The ceiling shall be finished with a padded material or with a flat, even and unbroken surface;
- 4. The floor shall have a flat, even, unbroken and impervious surface and shall be covered with a slip resistant material;
- 5. Any seats with under seat storage shall have a positive latching mechanism that holds the seat closed;
- 6. All cabinet doors, except a sliding door, shall have a positive latching mechanism that shall hold the door securely closed and shall prevent the contents of the cabinet from pushing the door open from the inside; and
- 7. All equipment and supplies carried on the vehicle shall be stored in a crashworthy manner (that is, they shall remain firmly in place and shall not present a hazard to any vehicle occupant in the event of an accident or sudden change in vehicle speed or direction). There shall be sufficient cabinets and other storage spaces within the vehicle so as to meet this requirement. Crashworthy retention systems shall not incorporate rubber straps, "shock cords" or Velcro [FN®]-type closures.
- 8. The bench seats in all vehicles manufactured after July 1, 2002 shall have a passive barrier at the forward end of the bench.
- (f) Automotive safety belts shall be provided for each vehicle occupant (patient, passenger or crewmember) over eight years of age or under eight years of age but weighing more than 80

pounds and shall meet all State standards. Each vehicle occupant shall be properly restrained either in an automotive safety belt, or, if a passenger is a patient and it is medically appropriate, in a wheelchair or on a stretcher. All children under eight years of age weighing 80 pounds or less shall be properly restrained in a Federally-approved child restraint system. or, if such a child passenger is a patient and it is medically appropriate in a wheelchair or on a stretcher.

- (g) Signs shall appear in both the patient and driver's compartments that clearly indicate that smoking is prohibited anywhere in the vehicle.
- (h) Each vehicle shall be equipped with the following minimum safety equipment:
- 1. One flashlight, two D-cell size or larger;
- 2. One fire extinguisher, U.L. rated at least 2A 10BC or 3A 40BC. The extinguisher shall have a valid inspection tag indicating that it is fully charged. The fire extinguisher shall be securely mounted in a bracket on the wall, floor or ceiling; and
- 3. Three portable red emergency reflective safety triangles or three battery-operated flashers. Due to their flammable nature, ground and/or safety flares of any type shall not be carried on any vehicle.

#### **Related Policy**

1. Alcohol and Drug Policy

#### 14. PROVIDE A DESCRIPTION OF YOUR QUALITY ASSURANCE PLAN

CHECK IF SUPPLIED AS AN ATTACHMENT

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.)

#### 1.12 QUALITY IMPROVEMENT

**Purpose:** To ensure that quality improvement processes and activities are regularly conducted for ongoing agency and client service improvement. Florida Medical Transport is dedicated to providing the highest level of care in all areas of Non-Emergency Transportation. Our standard is to ensure that every client receives personalized, compassionate, and professional care.

**Policy:** Florida Medical Transport is committed to delivering quality services and promotes a philosophy of continuous quality improvement throughout. Florida Medical Transport develops and implements quality improvement processes and activities, which are used to monitor performance and evaluate and improve the delivery of non-emergency medical transportation services to our clients.

#### **DEFINITIONS**

Continuous Quality Improvement
 Continuous Quality Improvement (CQI) is an organizational process in which personnel
 identify, plan, and implement ongoing improvements in service delivery. CQI provides a vital
 way to assess and monitor the delivery of services to ensure that they are consistent with an
 agency's policies & procedures and non-emergency transportation principles & best
 practices.

#### Procedure:

- 1. The Manager/Administrator shall be responsible for establishing, maintaining, and implementing a continuous quality improvement system/plan.
- 2. All employees shall:
  - be involved in CQI.
  - · receive orientation and training related to CQI; and,
  - bear a responsibility for CQI.
- 3. Clients, families, and employees shall be involved in decision-making, regarding quality improvement activities.
- 4. When issues are identified, employees shall be consulted, and corrective action shall be taken to resolve the problem or issue.
- 5. Regular staff meetings shall be held, and information shall be shared to ensure that an acceptable level of quality control is maintained.
- 6. The effectiveness of any corrective actions taken shall be evaluated by the Manager/Administrator, using feedback from everyone involved.
- 7. Activities used in maintaining quality control shall include, but not be limited to, the following:
  - Human Resource Management
    - All candidates for employment shall be carefully screened prior to hiring including conducting a criminal background check on them.
    - Clients shall receive services from employees who have the necessary licenses and certifications, knowledge and qualifications to provide safe transportation services.

 The Human Resource Management shall conduct quarterly audits to ensure all employees maintain their certifications, licenses, and trainings in compliance with their position with the company.

#### Supervision

- All drivers and crew members shall be supervised on a regular basis through performance evaluations and skills assessments.
- Assessments shall be performed on a semi-annual basis and more frequently, if necessary.
- 8. Internal quality monitoring activities include, but are not limited to, the following:
  - Client Complaints and Incident Reports

These shall be reviewed on a regular basis to:

- o ensure that quality control measures have been taken.
- o ensure that correct processes were followed; and,
- o measure staff judgment and performance.

A summary incident log form shall be used to categorize various types of incidents.

- Client Satisfaction Survey
  - A questionnaire shall be sent to all clients requesting feedback on their satisfaction with transportation services.
  - The information submitted shall be analyzed and corrective actions shall be taken if it is determined that client services need improvement, as perceived by the client.
- Client Record/Documentation Audit
  - Supervisor shall review quarterly client records prepared by the drivers and crewmember to ensure that the client records are complete and that the services provided are consistent with the company's policies and procedures. Records are reviewed to ensure the following:
    - Protocol compliance
    - Appropriate documentation
    - Appropriate signature on trip forms, billing documents, and client refusal forms
    - Appropriate use of transportation
    - Appropriate action on client emergencies
    - Client refusals of services
    - Incidents involving emergency equipment failure
    - Incidents involving employee injury
    - Incidents involving vehicle accidents
    - Evaluation of vehicles and equipment
    - Performance examples of going above and beyond call of duty for clients
    - Ongoing Benchmarking with other High Performance NEMT services around the nation
- The review shall help identify any problems, define what they are, and show how they are resolved through retraining or remediation. For example,
- 9. Manager/Administrator shall be responsible for ensuring that all external regulatory standards and all relevant local/state/federal legislation/guidelines are complied with.

#### **GUIDELINES**

- 1. The following model (PDCA) may be used for continuous quality improvement. The plan-do-check-act cycle (see below) is a four-step model for carrying out improvement/change and shall be repeated and again for continuous quality improvement:
  - a. Plan: Recognize an activity, event, procedure etc. that requires improvement and plan the solution/process, which will achieve the desired outcome
  - b. Do: Test the solution/process.
  - c. Check: Measure and review the results.
  - d. Act: Act by implementing the improved solution. If the solution does not work, repeat the process again with a different solution/process.



- 2. Evidence of quality improvements shall include, but not be limited to, the following:
  - service delivery has improved.
  - documentation has improved.
  - clients are more informed and satisfied.
  - screening and hiring practices have improved.
  - liability and risk are reduced;
  - safety and wellbeing of staff, clients and family have improved; and,
  - staff training has improved.

#### **CROSS-POLICY REFERENCES**

- Pre-employment Background Checks
- 2. Performance Appraisals

#### **FORMS**

1. Incident Report- Electronic

#### 4.9 DRIVER QUALIFICATION POLICY

#### Purpose:

To establish a process for the recruitment of non-emergency medical transportation drivers.

#### Introduction

- 1. All Drivers shall be recruited on the basis of merit with minimum eligibility standards. No preference shall be given on the basis of cast, creed, color, race and language.
- 2. The recruitment system encompasses mandatory criteria for all applicants, which must be followed in letter and spirit for recruitment of a driver in the organization.

#### 2. Driver Recruitment Criteria

#### Age and Experience

Applicants for driver positions shall comply with the following age and experience criteria:

- 1. Applicant must have at least **two years** driving experience on the type of vehicle required to be driven in the company e.g. articulated and fixed.
- 2. Applicant's age should be at least 23 years at the time of recruitment.
- Applicant's age should not exceed the official retirement age of the company i.e. 65
  years.
- Have a clean driving record, must be drug and alcohol free and pass a criminal background check
- 5. Other requirements as determined by the hiring manager

#### Personality

Driver's personality attributes shall be verified through an **Interview / Assessment-Form** at the time of selection. The ideal candidate should be:

- 1. Someone who has an aptitude for driving.
- 2. Someone who can provide courteous service to customer.
- 3. Mature and responsible.
- 4. Decisive.
- 5. Capable of working independently, self reliant and self disciplined.
- 6. Prepared and capable of working on shifts.

Someone who must be aware and determined to practice all safety rules, methods and procedures.

- 1. Non Smokers shall be preferred.
- 2. No attitude towards drugs.

- 3. No physical deformity & capable of controlling the vehicle (reaching and operating the controls).
- 4. Someone with the ability to perceive hazards & able to react rationally in normal and emergency situations

#### 2.3. Health.

A board certified physician shall conduct a comprehensive **medical examination**. Medical report shall be placed in the personal file of each driver after completion of selection process. Medical examination must ensure following fitness areas:

- 2.3.1 Vision (eyesight and color blindness).
- 2.3.2 Any serious illness.
- 2.3.3 Any neurological or musculoskeletal deficiency which could adversely effect movement and reaction time.
- 2.3.4 Conditions that could result in sudden collapse such as epilepsy, diabetes and heart attack.
- 2.3.5 Any history of anxiety or depression.
- 2.3.6 Use of any medication which could influence driving behavior.
- 2.3.7 Stress / sleeping disorders, and degree of dependence on sleeping tablets, alcohol and other measures.
- 2.3.8 Drug and alcohol testing.

#### 2.4 Driving Skills

#### 2.4.1 Practical Driving Test.

Each driver should go through a practical driving examination before recruitment with current certification. An experienced driver / monitor driver shall provide field orientation and test under typical operating conditions. they will confirm that applicant is fully competent to drive the type of vehicle he would use on company business.

2.4.2 **Appropriate Driving License.** The applicant to be recruited must have an appropriate valid License for the vehicle to be driven by them. A copy of the license must be placed in their personal file.

#### Education

(Education Requirement)

- 1. Preferable level of education for a prospective driver is a high school graduate or higher degree.
- 2. If an applicant is not meeting the above education standards, then he should be literate and numerate at a level where he is able to:
- 3. Follow written work instructions.
- 4. Use GPS navigation
- 5. Properly use NEMT trip management software
- 6. Complete a defensive-driving course sponsored or endorsed by the national safety council.
- 7. Complete an approved Passenger-assistance training
- 8. Any driver who holds a current, valid EMT-basic, EMT-intermediate, or EMT-paramedic certification from the state board of emergency medical services is deemed qualified.
- 9. Pass a training course in first aid and CPR offered by the American red cross, the American heart association, the national safety council, medic first aid international, American safety and health institute or other approved institutions.

#### 4. Induction.

- 4.1 A newly selected driver will be given a Job-Offer letter along with "Extract from Rules & Regulations of the Company" for his guidance. He will be on probation for three months.
- 4.2 Newly hired drivers should be put on the safest and least demanding routes.
- 4.3 There should be a progression from smaller to larger vehicles supported by continuous progressive training.
- 4.4 During initial short trips, a monitor driver should spend the first three to five days with new driver, identifying any skill gaps, attitude problems and providing the necessary support.
- 4.5 The monitor driver shall continue to record his skill gaps during the probationary period and through coaching, counseling, and other training drills would bridge the gaps in his driving skills. He will then submit his report to the company.
- 4.6 Following a final trip at the end of the probationary period, the monitor driver should recommend whether or not a driver to be rejected or accepted.
- 4.7 Job confirmation letter will be issued to the driver on probation, if Monitor-Driver comments positively about him and there is no other negative report against him.

#### Conduct

With respect to general conduct, drivers shall:

Follow procedures regarding duty and rest periods.

- 1. Follow defensive driving principles.
- 2. Wear a seat belt at all times whilst in a moving vehicle.
- 3. Work in accordance with all company Rules and to act on the instructions of their supervisor.
- 4. Keep the vehicle and cab interior clean and tidy.
- 5. Not place heavy or sharp objects in the cab.
- 6. Not place product samples or product contaminated material, including gloves, in the cab.
- 7. Not engage in horseplay or unsafe driving maneuvers.
- 8. Must not smoke or carry matches, lighters or other source of ignition when carrying flammable products

#### 6. Other Important Requirements.

During the selection process in addition to the above mentioned requirements the under mentioned elements are also very important and the driver selection shall encompass the following:

- 1. Driving record (no serious offences and no more than three accidents or violations in the last 5 years).
- 2. Knowledge and application of defensive driving.
- 3. No history or offenses involving alcohol and drug abuse.
- 4. Understanding of the Highway Code.
- 5. Awareness of key road safety issues.
- 6. Successfully pass all required and mandatory trainings

#### 4.14 PERFORMANCE EVALUATION POLICY

**Purpose:** The purpose of this policy is to establish guidelines for employee performance evaluation.

**Policy:** Florida Medical Transport will endeavor to provide each employee with an evaluation upon completion of 6 months of employment, and annually thereafter.

The evaluation shall be job specific, include the performance of the individual and, if applicable, shall include one direct observation per year for a competency skills check. If the individual doesn't pass an area of competency, or if a new competency skill is introduced to the individual, the company shall establish a reinstruction, performance monitoring after completion of reinstruction and a satisfactory skills check prior to performing the skill independently.

The appropriate supervisor shall review the performance evaluation with the employee, who shall sign the evaluation indicating that it has been discussed with him/her. The performance evaluation shall become a permanent part of the employee's personnel file.

Negative client outcomes directly related to staff performance will have appropriate actions, documented in the personnel records. Actions may include remedial training of the staff, reassignment of the staff, or limitation of the staffs involvement in client service or other appropriate actions.

The company may choose to collect the performance evaluation in the most appropriate way based on a variety of methodologies: record review, direct observation, monitoring of service techniques, and discussion with other individuals involved in the service such as the patient or caregiver, peer review or supervisor. A multi methodology approach is the preferred method.

Any employee taking a leave of absence shall have his/her evaluation deferred until he/she has been back on the job 30 days.



September 13, 2022

To Whom It May Concern;

This is to confirm that Florida Ambulance Service LLC has an account with South State Bank. The account number is the same of the same of

Ramin F Ekbatani is a signer on the account.

Sincerely;

Helen Allen

Financial Sale Representative

Halen & Dlen

**Longwood Office** 

425 S. US Hwy. 17-92

Longwood, Fl. 32750

407-261-2800

## Avesta Healthcare LLC Balance Sheet

As of February 14, 2024

		Total
ASSETS		· · · · · · · · · · · · · · · · · · ·
Current Assets		
Bank Accounts		
1000 Cash - South State		348,565.51
1005 Cash - Fairwinds		5,587.50
Total Bank Accounts	\$	354,153.01
Accounts Receivable		
1010 Accounts Receivable (A/R)		620,829.68
1015 FL Ambulance Service LLC		500.00
Total Accounts Receivable	\$	621,329.68
Other Current Assets		
1030 Employee cash advances		-175.00
1080 Prepaid expenses		70,727.97
Total Other Current Assets	\$	70,552.97
Total Current Assets	\$	1,046,035.66
Fixed Assets		
1200 Vehicles		1,288,089.58
1210 Computers & Accessories		8,951.97
1230 Furniture & fixtures		8,414.99
1240 Machinery, and Equipment		84,251.40
1400 Accum Depreciation Vehicles		-307,052.35
1410 Accum Depreciation Computers & Accessories		-3,199.42
1430 Accum Depreciation Machinery, and equipment		-21,083.62
1440 Accumulated depreciation Furniture & fixtures		-233.75
Total Fixed Assets	\$	1,058,138.80
Other Assets		
1600 Startup & organizational costs		0.00
1610 Goodwill		468,848.00
1620 Security deposits		625.00
Total Other Assets	\$	469,473.00
TOTAL ASSETS	\$	2,573,647.46
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 Accounts Payable (A/P)		10,661.49
Total Accounts Payable	\$	10,661.49
Other Current Liabilities	•	,
2005 Accrued Expenses Other		19,712.33
· · · · · · · · · · · · · · · · · · ·		

2010 Customer prepayments	0.00
2030 Payroll wages and tax to pay	73,916.31
2040 Credit Card	-17,167.80
Total Other Current Liabilities	\$ 76,460.84
Total Current Liabilities	\$ 87,122.33
Long-Term Liabilities	
2200 Long-term business loans	576,270.35
2220 Mortgages	-1,160.10
Total Long-Term Liabilities	\$ 575,110.25
Total Liabilities	\$ 662,232.58
Equity	
3040 Retained Earnings	1,082,100.68
3050 Shareholders' equity	
3051 Contributions - Ramin Ekbatani	1,033,356.82
Total 3050 Shareholders' equity	\$ 1,033,356.82
Net Income	-204,042.62
Total Equity	\$ 1,911,414.88
TOTAL LIABILITIES AND EQUITY	\$ 2,573,647.46

Wednesday, Feb 14, 2024 03:43:49 PM GMT-8 - Accrual Basis

# 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
Linda Ivesaj	Paramedic	YES
Jordan Evans	EMT-B	YES
Brian Petrocelli	EMT-B	YES
Edgar Levine	Paramedic	YES

# 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:

Corporate Headquarters 3501 Quadrangle Blvd, Suite 260 Orlando, FL 32817 - Orange County 7:00AM-7:00PM M-F 9:00AM-6:00PM Sa-Su

This location is where our contact center, administrative staff, dispatch, and vehicles are located:

2 EMT's

2 Paramedics

18 NEMT Drivers/Assistants

Support Staff:

2 Dispatchers

- Account rep

- CFL operations manager
- VP operations
- Controller
- CFO
- CEO
- Medical Director
- IT Manager
- Compliance Officer

E



January 17, 2024

To Whom it May Concern,

As Medical Director of Florida Ambulance Service LLC d/b/a Florida Medical Transport, I attest that all staff including EMT's and Paramedics utilized have and will maintain current state certifications as required by Florida Administrative Code 64J-1.

Should you have any questions or concerns, please don't hesitate to contact me at 407-260-1230.

Sincerely,

Malissa Barbosa, D.O. Medical Director

Ray Ekbatani, President/CEO

1030 Spring Villas Point Winter Springs, FL 32708 ph: 407,260,1230 www.fimedtransport.com

19. COMMUNICATIONS EQUIPME	ENT:	
<b>TELEPHONE</b>	RADIO	OTHER
NUMBER OF VEHICLES EQU	UIPPED WITH RADIOS:	1 (On backorder as of 2/9/24)
FREQUENCY(S): TBD		
NUMBER OF VEHICLES EQU	JIPPED WITH MOBILE PH	HONES: 1
20. APPROXIMATE DATE FCC LICE	NSE WILL BE EFFECTIVE	(ATTACH IF CURRENT): 4/1/24
21. LIST ALL HOSPITALS, SUPERVIS (POLICE, FIRE, ETC.) THAT YOU  Hospitals: Advent Health (Orlando) - 601 E Rollin Orlando Health (ORMC) - 52 W Under Advent Health (East) - 7727 Lake Unde Advent Health (Winter Park) - 200 N La Orlando Health (Health Central) - 1000 Orlando Health (Dr Phillips) - 9401 Tur Advent Health (Winter Garden) - 2000 Advent Health (Apopka) - 2100 Ocoee  Supervising Physicians: Malissa Barbosa D.O.	ns St, Orlando, FL wood St, Orlando, FL erhill Rd, Orlando, FL akemont Ave, Winter Park, FL 00 West Colonial Dr, Ocoee, FL rkey Lake Rd, Orlando, FL Fowler Grove Blvd, Winter Gard	DIO CONTACT WITH:

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 MODIFIC	TION OF A CURRENT COPCN, EXPLAIN WHAT MODIFICATIONS ARE	Ξ
BEING REQUESTED.	1.0	
	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."



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/8/2024

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate floider in fled of Su	icii ei	idorsement(s).			
PRODUCER			CONTACT   Elizabeth Gonzales	Quiles	
LRA Insurance			PHONE (A/C, No, Ext): (407)838-3445	FAX (A/C, No): (407)838	-3460
P.O. Box 948173			E-MAIL ADDRESS: erivera@lrainsuranc	ce.com	
			INSURER(S) AFFORDIN	NG COVERAGE	NAIC #
Maitland	FL	32794	INSURER A: TDC Specialty Insu	urance Company	34487
INSURED			INSURER B:		
Avesta Healthcare, LLC			INSURER C :		
3501 Quadrangle Blvd			INSURER D:		
Suite 260			INSURER E :		
Orlando	FL	32817	INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 24/25	RE	EVISION 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
			x		MFP-02485-24-00	3/3/2024	3/3/2025	MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$
	GEN	'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	х	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		OTHER:						Sexual Misconduct	\$ 100,00/300,000
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
	of yes	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
A	Pro	fessional Liability			MFP-02485-24-00	3/3/2024	3/3/2025	Per Claim/Aggregate	\$1Mi1/2Mi1
A	Sex	rual Miscondct			MFP-02485-24-00	3/3/2024	3/3/2025	Per Claim/Aggregate	\$100K/\$300K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is included as additional insured with respects to the General Liability coverage where required by written contract.

CERTIFICATE HOLDER	CANCELLATIO
--------------------	-------------

Jennifer.Jensen@ocfl.net

Orange County, Florida Risk Management Division 109 E. Church Street Suite 200 Orlando, FL 32801

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

Peter Curley/LIZ

**AVESHEA-01** 

**MSMITH** 

DATE (MM/DD/YYYY)

## CERTIFICATE OF LIABILITY INSURANCE

4/26/2023

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Morgan Smith Jeffcoat Sovereign Transportation Insurance, LLC 280 Interstate N Cicle SE PHONE (A/C, No, Ext): (678) 996-3428 FAX (A/C, No): Suite 425 E-MAIL ADDRESS: mjeffcoat@sovtran.com Atlanta, GA 30339 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: National Specialty Insurance Company 22608 INSURED INSURER B: Avesta Healthcare LLC. DBA: Florida Medical Transport INSURER C 1030 Spring Villas Point INSURER D : Winter Springs, FL 32708 INSURER E: INSURER F **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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS INSR LTR ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE POLICY Loc PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 \$ ANY AUTO ODH-CAS00127823 Х 4/26/2023 4/26/2024 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE 5 **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Orange County, Florida is listed as Additional Insured with regard to Commercial Auto Liability policy per written contract. CERTIFICATE HOLDER 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. Orange County, Florida Risk Management Division 109 E Church St., Suite 200 Orlando, FL 32801 **AUTHORIZED REPRESENTATIVE** In Vain

CORD



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME: Convergence SUNZ Insurance Solutions, LLC ID: (Convergence) PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): 904-731-9014 904-731-0059 c/o Convergence Employee Leasing, Inc. 9393-1 Mill Springs Drive Jacksonville, FL 32257 Info@convergencepeo.com ADDRESS INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: SUNZ Insurance Company 34762 Convergence Employee Leasing, Inc. 9393-1 Mill Springs Drive Jacksonville FL 32257 INSURER C: INSURER D: INSURER E : INSURER F : COVERAGES CERTIFICATE NUMBER: 78383330 **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, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE INSD WYD POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE : OCCUR s PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 5 PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$ OTHER COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY ALITO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE AUTOS ONLY AUTOS ONLY \$ (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION WC006-00001-023 10/1/2023 10/1/2024 ✓ PER ✓ STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT \$1,000,000 OFFICER/MEMBER EXCLUDED? (Mandatory in NH) EL. DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage provided for all leased employees but not subcontractors of: Avesta Healthcare LLC dba Florida Medical Transport Client Eff Date: 3/1/2022 CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Orange County, Florida Risk Management Division 109 E. Church Street, Suite 200 Orlando FL 32801 THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Rick Leonard

### **Schedule of Vehicles**

POLICY NUMBER: CICFL000168-00 **POLICY PERIOD:** 07/09/2021 to 07/09/2022 AGENT: Cable Underwriters CARRIER: Cable Insurance Company

PRIMARY NAMED INSURED AVESTA HEALTHCARE LLC 1030 SPRING VILLAS PT, SUITE 1000

Winter Springs, FL 32708

Michael Gaddis PRODUCER:

		VIN
1 2016 RAM/PROMASTER 2500	City: Lake Mary  Coll Deduct: \$1,000 Liability: \$500,000 / PIP	3C6TRVPG1GE129599
Status: No Change Comp Deduct: \$1,000	Coll Deduct: \$1,000 Liability: \$500,000 / PIP	
2 2016 RAM/PROMASTER 2500	City: Lake Mary	3C6TRVPG1GE125147
Status: No Change Comp Deduct: \$1,000	Coll Deduct: \$1,000 Liability: \$500,000 / PIP	
3 2015 FORD/TRANSIT	City: Lake Mary	1FTNR2CM8FKA73460
Status: No Change Comp Deduct: \$1,000	Coll Deduct: \$1,000 Liability: \$500,000 / PIP	
4 2017 FORD /TRANSIT	City: Lake Mary	1FTYE2CM8HKA28109
Status: No Change Comp Deduct: \$1,000	Coll Deduct: \$1,000 Liability: \$500,000 / PIP	
5 2017 FORD/TRANSIT	City: Lake Mary	1FBZX2CM6HKB17941
Status: No Change Comp Deduct: \$1,000	Coll Deduct: \$1,000 Liability: \$500,000 / PIP	
7 2015 FORD/TRANSIT	City: Lake Mary	1FTNR2CM9FKB06627
Status: No Change Comp Deduct: \$1,000	Coll Deduct: \$1,000 Liability: \$500,000 / PIP	
8 2016 FORD/TRANSIT	City: Lake Mary	1FMZK1CM3GKB33898
Status: No Change Comp Deduct: \$1,000	Coll Deduct: \$1,000 Liability: \$500,000 / PIP	
9 2015 FORD/TRANSIT	City: Lake Mary	1FMZK1CM6FKA95534
Status: No Change Comp Deduct: \$1,000	Coll Deduct: \$1,000 Liability: \$500,000 / PIP	
10 2022 FORD /TRANSIT	City: Lake Mary	1FTYE1C88NKA22853
Status: No Change Comp Deduct: \$1,000	Coll Deduct: \$1,000 Liability: \$500,000 / PIP	
11 2022 FORD /TRANSIT	City: Lake Mary	1FTYE1C89NKA22876
Status: Added Comp Deduct: \$1,000	Coll Deduct: \$1,000 Liability: \$500,000 / PIP	

**Total Vehicles on this Policy: 10** 

Page 1 of 1 Print Date: 6/10/2022 15:33:04

## **SECTION II**

NUMBER: b. PROVIDE ADDITION	THE FOLLOWING INFORMATION FOR YOUR MEDICAL DIRECTOR. ALLY, ATTACH PROOF OF EMPLOYMENT WITH YOUR AGENCY OR A
NAME:	Dr Malissa Barbosa
ADDRESS	3501 Quadrangle Blvd, Suite 260, Orlando, FL 32817
PHONE N	UMBER: 302-250-3464
FLORIDA	MEDICAL LICENSE NUMBER: OS 14974
CHECK IF	SUPPLIED AS AN ATTACHMENT
following week.	ers shall work rotating shifts of 3 12-hour days per week followed by 4 12-hour shifts the We will be hiring additional staff once our COPCN is approved as we deploy additional BLS set to meet client needs.
	TATEMENT SIGNED BY THE AGENCY AND THE MEDICAL DIRECTOR HAT ALL UTILIZED PARAMEDICS ARE CERTIFIED AND AUTHORIZED

BY THE MEDICAL DIRECTOR TO PERFORM ADVANCED LIFE SUPPORT IN THE

N/A

STATE OF FLORIDA

#### AGREEMENT FOR MEDICAL DIRECTOR SERVICES

THIS AGREEMENT, dated April 1<sup>st</sup>, 2022, is by and between Florida Ambulance Service, LLC. ("FAS"), whose address is 1030 Spring Villas Point, Winter Springs, Florida 32708, and Dr. Malissa Barbosa, D.O., ("Medical Director"), a physician licensed to practice medicine in the State of Florida, whose address is 1450 Barking Deer Cv, Casselberry, FL 32707, for medical director services.

WHEREAS, FAS operates a Basic Life Support (BLS) and non-emergency ambulance service staffed with Emergency Medical Technicians (EMT's); and

WHEREAS, Section 401.265, Florida Statutes, as may be amended or revised, requires each BLS ambulance service to employ or contract with a Medical Director,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, FAS and the Medical Director hereby agree as follows:

#### Designation

Dr. Malissa Barbosa is designated during the term of this Agreement and during the term of any extension or renewal of this Agreement as the Medical Director for FAS, effective April 1, 2022.

#### **Duties: Responsibilities**

- The Medical Director shall supervise and assume direct responsibility for the medical performance of the EMT's employed by FAS.
- 2 The Medical Director shall perform duties including advising, consulting, training, counseling, and oversight, including appropriate quality assurance but not including administrative or managerial functions.
- The Medical Director shall have the authority to permit or prohibit any EMT employed by FAS to perform BLS or non-emergency transportation in accordance with applicable law.
- 4. The Medical Director shall be available and on-call during FAS operating hours.
- 5. The Medical Director shall review and approve EMT continuing medical education ("CEUs").
- 6. The Medical Director shall serve as liaison between FAS and various community hospitals, other local emergency medical services agencies, physician(s), institutions, and organizations affecting FAS's provision of BLS services or for the purposes of ensuring compliance with all federal and state

- standards and regulations regarding infectious disease exposures and reporting requirements for FAS as needed.
- 7. The Medical Director shall develop and revise medically correct standing orders or protocols pursuant to Section 64J- 1.004(4), Florida Administrative Code, as may be amended or revised, to reflect the current standard of care for patients.
- 8. The Medical Director will review and approve or disapprove the training, certification, and re-certification of skills for all EMT's employed by FAS.
- 9. Pursuant to Section 64J-1.004(4), Florida Administrative Code, as may be amended or revised, the Medical Director shall develop and implement a continuous quality improvement ("CQI") assurance system to assess the medical performance of emergency medical technicians. The Medical Director shall conduct periodic review sessions with personnel regarding medical management of individual cases. The Medical Director shall conduct in-station education and case scenario reviews to continually improve and refine the skills of emergency medical technicians.

#### <u>Insurance</u>

- 1. FAS shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement a certificate of commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit, and coverage for the liability assumed by the Medical Director under this Agreement.
- FAS shall maintain during the term of this Agreement and during the term of any
  extension or renewal of this Agreement, automobile liability insurance with a
  reputable insurance company authorized to issue insurance policies in the State
  of Florida with policy coverage and limits in accordance with State and local law.
- 3. FAS shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement a certificate of professional liability/medical malpractice insurance with minimum limits of \$2,000,000 per claim, and \$4,000,000 aggregate, insuring the Medical Director and FAS against liability arising out of all acts and omissions by the Medical Director or by FAS employees during the term of this Agreement and during the term of any extension or renewal thereof.
- 4. FAS shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement a certificate of workers' compensation insurance, including employer's liability, with a reputable insurance company authorized to issue insurance policies in the State of Florida, in compliance with all local, state and federal laws.

#### Compensation

In consideration for the services provided by the Medical Director as an independent contractor, FAS hereby agrees to pay the Medical Director \$1,000 per month, for the first 3 months, then \$1,500 per month thereafter, payable after the first day of each month for the previous month's services.

#### <u>Term</u>

The initial term of this Agreement shall be for a one-year period commencing on April 1, 2022, and shall automatically renew unless otherwise terminated in writing.

#### **Termination**

- 1. Either Party may terminate this Agreement or any extension or renewal of this Agreement for any reason at any time by providing thirty (30) days prior written notice of termination.
- 2 Either Party may terminate this Agreement for a material breach of this Agreement by the other Party upon seven (7) calendar days' written notice to the other Party and an opportunity to cure within the seven-day period.

## Governing Law; Venue; Waiver of Jury Trial

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Seminole County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida. THE PARTIES HEREBY EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY.

### Severability

In the event any one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement not having been held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, shall remain in full force and effect.

#### <u>Miscellaneous</u>

- No failure or delay by either Party in exercising any power or right under this Agreement shall operate as a waiver thereof. No waiver by either Party of any provision of this Agreement shall operate as a subsequent waiver of the same provision or a waiver of any other provision of this Agreement.
- The Medical Director shall at all times comply with, and be subject to, all laws, rules, regulations, and ordinances governing physicians and medical directors.
- 3. The Medical Director, in his/her role as Medical Director, shall not discriminate

illegally against any person on the basis of race, color, religion, sex, age, national origin, disability, marital status, or sexual orientation, or violate any applicable federal or state civil rights or human rights law or applicable county or municipal civil rights or human rights ordinance.

#### **Notice**

Notices from one Party to the other Party shall be by E-mail, except in the case of termination of this Agreement, by hand delivery, or by certified mail, return receipt requested, and addressed as follows:

#### FAS:

Ray Ekbatani / CEO 1030 Spring Villas Point Winter Springs, FL 32708 Phone: 407-620-7232 ray@avestahealth.com

Medical Director:
Malissa Barbosa, DO
1450 Barking Deer \_
Cv
Casselberry, FL
32707
Phone: 302.250.3464
drmalissa@gmail.com

IN WITNESS WHEREOF, the Parties execute this Agreement for Medical Director Services as follows:

FAS:

Florida Ambulance Service, LLC.

Name: / Ray

Medical Director:

Malissa Barbosa D.O

Name:

Title:

e.	PROVIDE A LIST OF ALL EQUIPMENT AND MEDICATIONS CARRIED IN ADDITIONTO THE MINIMUM EQUIPMENT SPECIFIED IN FLORIDA ADMINISTRATIVE CODE 64J-1.002003.
	CHECK IF SUPPLIED AS AN ATTACHMENT
f.	PROVIDE A PROPOSED SCHEDULE OF RATES, FARES, AND CHARGES
	CHECK IF SUPPLIED AS AN ATTACHMENT
	Standard Stretcher Transport: \$230 Bariatric Stretcher Transport: \$295 Oxygen: \$50 Wait Time: \$80/hr Mileage: \$3.95/mi Contact Precautions: \$135
<b>5.</b>	PROVIDE INFORMATION ON YOUR MANAGEMENT AND MAINTENANCE PLAN
	CHECK IF SUPPLIED AS AN ATTACHMENT

Section II, Page 10, e.

## Additional Equipment:

- Samsung Galaxy S22 Phone
- Samsara Camera/OBD Monitor
- Antistatic patient transfer board

## 3.1: VEHICLE PIOOS (PROVIDER-INITIATED-OUT-OF-SERVICE) LOGS AND MAINTENANCE POLICY

**Purpose:** To establish policies and procedures for vehicle PIOOS log and to provide guidelines for vehicle maintenance.

**Policy:** Florida Medical Transport is to maintain vehicles and equipment in order to provide safe, comfortable, and reliable transportation to our passengers, effective and efficient service to the community. Provider-Initiated-Out-of-Service" or "PIOOS" means the temporary removal from service of a vehicle by the company. This includes vehicles in transit for repairs, when being utilized for official administrative duties or when being utilized in a parade or similar ceremony. Vehicles removed from service in this manner shall be identified by the placement of a placard by the administrator in designee in one of the vehicle's windows indicating that the vehicle is "PIOOS". Any PIOOS (<u>Provider-Initiated-Out-of-Service</u>) for a period greater than <u>30</u> calendar days shall be reported by the administrator or designee to the state regulatory agency.

#### Vehicle Maintenance

- 1. It is the policy of the company to maintain vehicles to promote the safety and comfort of passengers, operators, and protect the public.
- Conduct regular pre-trip inspections in order to identify vehicle and equipment problems and assure vehicles are in good operating condition.
- Conduct basic Preventive Maintenance service routines in a timely manner to identify vehicle problems and keep vehicle systems in good repair.
- Conduct vehicle repairs in a timely manner and in accordance with industry best practices.
- Maintain a clean appearance for vehicles through regular interior and exterior cleaning.
- 2. Manage Preventive Maintenance and repair activities to promote the reliability of the service by minimizing service interruptions due to vehicle or equipment failure.
- Regularly inspect vehicles in order to identify and correct problems in to prevent service interruptions.
- Schedule repairs promptly in order to minimize service interruptions.
- Utilize subcontractors as needed to perform specialized services.
- Analyze repair, road call, and tow data to identify trouble-prone components or systems for pro-active attention.
- 3. Maintain vehicles and equipment to promote cost-efficiency of operations.
- Maintain and repair vehicles to ensure their operation at peak efficiency, including fuel efficiency, emissions systems, etc.
- Analyze vehicle fuel usage and repair data; identify vehicles which may need remedial work or may need to put in PIOOS.

- Maintain vehicles and related equipment to fulfill manufacturer's warranty requirements and pursue warranty repairs where applicable; research and follow up on any applicable recalls or service bulletins.
- Maintain vehicles to maximize the useful vehicle life, including the life of key components such as tires, brakes, batteries, etc.
- Manage the maintenance program to be cost effective in terms of staff time, service vendors and parts and supplies costs.
- 4. Conduct vehicle operations, repairs, and cleaning in compliance with applicable local, state and federation regulations.
- Ensure maintenance procedures comply with applicable OSHA laws and regulations protecting the health and welfare of workers.
- Handle and dispose of fuels, lubricants, solvents, tires and related materials in a safe and environmentally responsible manner.
- Maintain vehicles to comply with relevant emission standards and other applicable regulations.
- Conduct vehicle cleaning to comply with applicable wastewater and other relevant regulations.
- Conduct maintenance and repairs in compliance with environmental standards and other relevant regulations.

#### **Program Elements:**

**Pre-trip inspections.** Each vehicle will be inspected at the start of each shift by a driver trained in the procedure. A walk-around will be performed with a vehicle pre-trip checklist and any irregularities reported to the Mechanic before the vehicle leaves the lot. Please see Attachments for Pre-Trip Inspection checklist.

Basic Service Routines. Per the recommendations of the chassis, bus body, and wheelchair lift manufacturers, and the additional recommendations of the Mechanic, a thorough preventive maintenance schedule will be established and followed for each vehicle. At or before the recommended mileage intervals, the company mechanic will perform all the elements of maintenance due at that mileage.

**Vehicle Cleaning.** Interior cleaning and sweeping of each in-service vehicle will be performed at the end of each shift by crewmembers. Vehicle exteriors will be washed on a weekly basis or more frequently, as needed.

**Vehicle Repairs.** The need for a vehicle repair may be discovered during a pre-trip inspection, preventive maintenance inspection, or breakdown. The Mechanic will determine warranty coverage for the system requiring attention, and if appropriate, pursue warranty repairs with the vendor, bus or chassis manufacturer, or authorized warranty outlet. The Mechanic will

determine whether the repair can be accomplished by the Mechanic, or because of the need for special diagnostic expertise or equipment, will be assigned to a subcontractor.

**Documentation and Analysis.** Vehicle condition will be regularly documented through pretrip inspections and problems discovered on the road will be documented on a Vehicle Condition Report by the driver. In addition, all vehicle maintenance and repair activity and costs will be documented. Vehicle data will be organized for summary and analysis.

#### 3.3 VEHICLE SANITATION POLICY

Purpose: To provide guidelines regarding the sanitation of vehicles

**Policy:** The interior of the vehicle, including all areas utilized for storage, and the equipment and supplies within the vehicle, shall be kept clean and sanitary. A disinfectant shall be applied to all contact surfaces at the beginning on the shift and after each client transport. The floor, walls and equipment shall be free of stains, dirt, debris, odors and insect infestation.

All interior surfaces shall be covered with stain resistant material that is impervious to blood, vomitus, grease, oil and common cleaning materials.

Blankets, pillows and mattresses shall be kept clean and in good repair. All pillows and mattresses shall have protective, waterproof and stain resistant covers.

Clean linens shall be utilized in the transport of stretcher patients. All linens shall be changed after each patient. Disposable linens may be utilized, so long as they are disposed of after each patient.

There shall be adequate, clean, dustproof storage for clean linens.

Plastic bags and/or covered containers or compartments shall be provided and shall be utilized for all soiled supplies (including linens and blankets) carried within the vehicle.

In order to protect the safety of the general public and emergency response personnel, after a vehicle has been occupied by or used to transport a patient known or suspected to have a communicable disease, the vehicle shall, prior to transportation of another patient, be cleaned and all contact surfaces, equipment and blankets shall be disinfected according to applicable standards set forth by the Occupational Safety and Health Administration (OSHA). Exterior surfaces of the vehicle shall be cleaned weekly.

#### **Related Policy**

1. Vehicle Maintenance Policy

#### 3.8 COMPREHENSIVE VEHICLE PREVENTIVE MAINTENANCE POLICY

**Purpose:** To help ensure the safe mechanical condition of each vehicle and prevent as many occurrences of maintenance emergencies as possible.

#### Policy:

The Pre-Trip Vehicle Inspection Sheet should be completed by each driver before they start their run for the day. Items to be checked are listed on the left side of the page. Two boxes on the right side of the page highlight information that should be recorded for administrative purposes. There are three main areas that must be inspected by the driver. The exterior inspection checks the lighting systems, tires, body damage, and wheelchair lift/ramp operation. The interior inspection checks the operating condition of the major mechanical systems such as the brakes and steering as well as the operation of the radio (if applicable) and the cleanliness of the vehicle.

Drivers should also visually check the condition of the belts and hoses in the engine compartment and fluid levels as instructed by their supervisor.

#### **Exterior Inspection**

The exterior inspection can be completed more efficiently by two people but it should not take long for a single person to do the work.

Headlights Both high and low beams must be checked

Turn Signals Front and back pairs of signals must work. In addition hazard lights must

be operational.

Back-up Lights Back-up lights must work if transmission is shifted into reverse. (Should

be inspected by another individual if possible.)

Mirrors All mirrors must be present, unobstructed, and adjusted to the person

who will be driving the vehicle.

Windshield Wipers Windshield wipers must work at all settings. Wiper fluid pump should

also be tested.

Windows must be secure and in good operating condition.

Tires All tires should be visibly inspected for inflation and tread wear.

Body Damage Any body damage should be reported even if transportation system

administration and personnel are already aware of the problem.

Cleanliness Outside of the vehicle should be inspected for accumulated dirt and

grime.

Lift/Ramp Operation All wheelchair lifts must be checked before the vehicle is put into

service, whether or not the lifts are intended to be used.

#### Interior Inspection

Brakes should be checked by putting the vehicle in gear without

acceleration and applying the brakes.

Steering Steering wheel should both have a full range of motion and effectively

turn the front wheels.

Gauges and Indicators All gauges and indicators should be visually inspected to make sure that

they are operational.

Transmission Selector Vehicle should be capable of being shifted into any gear

Cleanliness The interior of the vehicle should be free of any litter, food, or excessive

dirt.

#### **Engine Area Inspection**

Each driver should visibly inspect the engine compartment for any loose belts or hoses. Fluid levels should also be checked as appropriate.

#### **CROSS REFERENCE POLICY**

- 1. Vehicle PIOOS Policy
- 2. Vehicle Sanitation Policy

	H{ T.F.	I · EMERGENCY MEDICAL SERVICES INSPECTION REPORT (SECTION 401.31, F.S.)	
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NTag#Tag#	er/Mal	kePermit TypePermit#	
- from corrected during inspection to meet criteria. 2 = Interine	ing equip diate sup	oment, medical supplies, drugs, records or procedures sport equipment, medical supplies, drugs, records or procedures t equipment, medical supplies, records or procedures	
me EMT/PARA/DRIVER CERTIFICATE NUMBE	R	Crew credentials: Section 401.27(1)	
		And 401.281, F.S.  Minimum = One EMT and One Driver	
EHICLE REQUIREMENTS (Sections 316 and 401, F.S., Chapter 64J-1, F.A.C. and			
Exhaust System		d. Roller gauze	
Merior Lights:		e. ABD (minimum 5x9 inch) pads  2. One pair of Bandage Shears	
A. Head lights (high and low beam)		3. One set each, patient restraints – wrist and ankle	Ján
B. Turn signals		4. One each blood pressure cuffs: infant, pediatric, and adult.	
. Brake Lights		5. One stethoscope: pediatric and adult	184
). Tail Lights	100000	6. Blankets	-
. Back-up lights and audible warning device		7. Sheets. (not required on non-transport vehicles)	thinks:
lom		<ol> <li>Pillows with waterproof covers and pilloweases or disposable single use pillows. (Not required on non-transport vehicles.)</li> </ol>	
Vindshield wipers		9. One disposable blanket or patient rain cover.	
irės		10. One long spine board and three straps or equivalent.	1111
chicle free of rust and dents	7722	11. One short spine board and two straps or equivalent.	TI.
wo-way radio communication – radio test		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.	
. Hospital (cab and patient compartment)		13. Set of padding for lateral lower spine immobilization of pediatric patients or equivalent.	:1:3:K
. Dispatch Center		14. Two portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have	
. Other EMS units		a minimum pressure of 1000 psi. 15. Each transparent oxygen masks; adult, child and infant sizes, with tubing	
mergency Lights		6. Set of pediatric and adult nasal cannulae with tubing.	
arch		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.	
wo ABC fire extinguishers fully charged and inspected in brackets. Minimum each.		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.	
Doors open properly, close securely.		19. Assorted sizes of extremity immobilization devices.	
Rear and side view mirrors.  Vindows and windshield	III.LIII	20. One lower extremity traction splint. (Pediatric and Adult)	
RANSPORT VEHICLE REQUIREMENTS (Section 401, F.S., and Chapter 64J-1,	197. d. 7. 15	One sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel and cord clamps or cord-tres     Burn sheets.	
C. and KKK-A-1822), imary stretcher and three straps.		22.0.0.10.1	
uxiliary stretcher and two straps.		23. One flashlight with batteries. 24. Occlusive dressings.	
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vo ceiling mounted IV Inders. vo no-smoking signs.		25. Assorted sizes of oropharyngeal airways. Pediatric and Adult	
		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 inwriting and available to the department for review.)	
verhead grab rail. uad benich and three sets of seat belts.	diner's	27. Sufficient quantity of gloves – suitable to provide barrier protection from biohazards for all crew members.	wini:
erior lights.		28. Sufficient quantity of each for all crewmembers – Face Masks – both surgical and respiratory	ALCO C
terior fleodlights ading lights	201.1111	protective.	
leat and air conditioning with fan.		29. Assorted pediatric and adult sizes rigid cervical collars as approved in writing by the medical director	
/ord-"Ambulance" - sides, back and mirror image front.		and available for review by the department.  30. Nasopharyugeal airways, French or mm equivalents ( infant , pediatric , and adult	4
IEDICAL EQUIPMENT FOR TESTING (Chapter 64J-1, F.A.C., and KKK-A-182)	2	31. One approved biohazardous waste plastic bag or impervious container per Chapter 64J-1, F.A.C. 31a. Pediatric length based measurement device for equipment selection and drug dosage	100 March 1971
talled suction. (Transport only)		The state of the s	2012
s 4, 14, 17, 18 and 26 in section II must be tested.  IEDICAL SUPPLIES AND EQUIPMENT (Chapter 64J-1, F.A.C., GSA KKK-A-		32. One per crewmember, safety goggles or equivalent meeting A.N.S.1.Z87.1 standard.	11111
		53. One bulb syringe separate from obstetrical kit.	
idaging, dressing and taping supplies:		34. One thermal absorbent reflective blanket.	
ls adhesive, silk or plastic tape. ile gauze pads, any size		35. Two multi-trauma dressings.	
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ngular bandages			

## VEHICLE PRETRIP

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Check Cracks in Glass			
Check Headlights			
Check Brakelighs/ Hazzard			
Check transmission fluid			
Check A/C Heat			
Add antifreeze			
Leak Around Rims			
Check for Mask /Gloves			
Check tires			
Check brakes			
Ramp Check			
Other service			

Vehicle Information	
Vehicle #:	
VIN:	
License Plate:	
Exterior Photos	
Interior Photos	

## **VEHICLE INSPECTION CHECKLIST**



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## **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.

NAME	ADDRESS	PHONE NUMBER	EMAIL
Josh Evans	618 Geneva Estates Cv, Geneva, FL	954-258-0303	joshua.evans1@optum.com
Evelyn Wallace	250 S Chickasaw Trl, Orlando, FL	407-380-3466	evelyn.wallace@adventhealth.com
Rosemary Bertran	730 Courtland St, Orlando, FL	407-860-8850	Rosemary.berttran@solariscares.org
Marie Fontana	12470 Telecom Drive, Suite 401 Tampa, FL	352-573-1750	crosbym@chaptershealth.org
Chris Bevan	1030 Spring Villas Pt, Winter Springs, FL	321-277-0837	chris.bevan@lotusbh.org

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

NAME	ADDRESS	PHONE NUMBER	EMAIL
SouthState Bank	425 S. US Hwy 92, Longwood, FL	407-261-2800	helen.allen@southstatebank.com
Fairwinds Credit Union	1475 Tuskawilla Rd, Winter Springs, FL	407-277-5045	Iramos@fairwinds.org
Jamie Scogin	70 Weil Way, Wilmington, OH	561-323-0278	j.scogin@ferno.com
Sunset Vans	1301 Pomona Rd, Corona, CA	949-903-6415	sunsetvansinc@gmail.com
LRA Insurance	498 S. Lake Destiny Dr, Ste 200, Orlando, FL	407-694-7933	ccurley@Irainsurance.com

Dear Orange County,

I am writing this letter of support for Ray Ekbatani, a highly skilled and experienced individual with a wealth of knowledge in both the healthcare and transportation industries.

Throughout his career, Ray has shown great dedication and expertise in his work. In the healthcare industry, he has held various leadership roles and has been instrumental in the successful implementation of several projects, including the development of new medical facilities and the improvement of patient care services.

In the transportation industry, Ray has a proven track record of delivering high-quality transportation services to clients. He has extensive experience in managing transportation operations, ensuring compliance with regulations, and implementing safety measures to ensure the wellbeing of all stakeholders.

Ray is also known for his exceptional leadership skills, having successfully led and mentored teams in both industries. He has a strong work ethic and is always willing to go above and beyond to achieve results.

I believe that Ray would be a valuable addition to any organization in the healthcare or transportation industries, and I highly recommend him for any relevant positions. Please do not hesitate to contact me if you require further information.

Sincerely,

Joshua Evans

954-258-0303

Joshua.Evans1@Optum.com

Page 8, Question 22



#### PATIENT TRANSPORT AGREEMENT

This Transportation Contract for Services is made effective as of June 01<sup>st</sup>, 2023, by and between Orlando East SNF Operations LLC dba Solaris Healthcare East Orlando ("Client") with offices located at 250 S. Chickasaw Trl., Orlando, FL 32825, and Avesta Healthcare LLC d/b/a Florida Medical Transport ("FMT") with offices located at 1030 Spring Villas Pt, Winter Springs, FL 32708.

WHEREAS, Client is a healthcare facility specializing in post-acute care, skilled nursing, and rehabilitation services, that has patients requiring non-emergency medical transportation to and from the facility; and

WHEREAS, FMT is a licensed non-emergency medical transportation provider, providing ambulatory, wheelchair, and stretcher transportation services throughout the state of Florida.

**NOW, THEREFORE,** in consideration of the mutual covenants and promised hereinafter set forth, the parties agree as follows:

- SERVICES. FMT shall provide door through door wheelchair and stretcher transportation services as outlined in Schedule A for the agreed upon rates and terms located herein.
  - a) Services shall be provided during normal business hours, Monday through Friday, from 7 am to 7 pm. Extended hours and weekend availability may be available upon request. Additional fees may apply for services provided during extended hours, weekends, or holidays and shall be approved in advance by the client.
  - b) Client shall make every effort to provide prescheduled transportation requests within 2 business days of the date of transport. Urgent trips and discharges can be called in for the day transportation is needed at any time, with a 3-hour window during normal business hours. Standing orders can be scheduled in advance for appointments that take place regularly. If a trip is arranged and the return time is uncertain, it may be scheduled as a will call with a 1-hour window for pickup.
  - c) Client has the option to have the driver wait for the patient during their appointment for immediate pickup. The fees for wait times are outlined in Schedule A. If FMT arrives within the scheduled pickup time and patient is not yet ready for pickup,

- driver may wait up to 10 minutes at no additional charge. If FMT driver must wait for more than 10 minutes, either a no-show fee or wait time may apply.
- d) Client may cancel a transportation request within 24 hours prior to transport without any penalty. If Client fails to notify FMT of a cancelled trip within the cancellation period, either a no-show fee or the full trip amount may be billed according to the rates outlined in Schedule A.
- e) Wheelchair and stretcher transportation is also available for bariatric patients. Bariatric patients are typically defined as patients weighing 250 lbs or more, or patients with a BMI over 40. Advanced notice is requested for bariatric patients as they may require additional staff or equipment to safely load and unload.
- f) FMT upon request may accommodate transportation for patients that require supplemental oxygen. FMT at no time shall be responsible for setup of oxygen to the patient, including regulating or connection. Supplemental oxygen setup shall be the sole responsibility of Client and client facilities or partners. For an additional fee, FMT shall pick up and drop of f the Client supplied oxygen.
- g) Fees outlined in Schedule A are per trip (one way) and include up to 10 miles within the base rate. For trips longer than 10 miles, the per mile rate shall apply in addition to the base rate, for every mile that exceeds 10. Miles are calculated based on the GPS distance and are rounded up to the nearest whole mile. Long-distance trips, defined as trips greater than 50 miles, may be quoted separately on a case-by-case basis, and typically incur return mileage fees.
- 2. TERM. This Contract shall commence on the effective date hereof and shall continue for a period of three (3) years, unless otherwise terminated in writing. Due to current market conditions and volatility, FMT reserves the right to revisit its fees and rates outlined on Schedule A if impacted by material changes in fuel, labor, or other costs, either annually or more frequently if needed. Any changes shall be approved in writing by both parties via a fully executed Amendment to this Agreement.
- 3. PAYMENT. Payment shall be made to Avesta Healthcare LLC in the amount of each remitted invoice upon completion of the services described in this Agreement. Invoices shall be submitted to Client every two weeks and payments are due within sixty (60) calendar days. Past due invoices shall accrue interest at a rate of 1.5% per month.
- 4. INSURANCE. FMT shall maintain during the term of this Agreement, commercial general liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, and automobile liability insurance, with minimum combined single limits of \$500,000, and shall provide a certificate of insurance providing proof of coverage. FMT shall provide notice if coverage is materially altered within five (5)

business days after written notice is received. FMT shall also maintain any insurance coverage required by any government body including workers compensation for the types of transportation and related services specified.

- 5. HEALTH & SAFETY. FMT is responsible to ensure that each of their employees/drivers receives orientation to his/her job duties, including specific safety requirements, prior to beginning the assignment. No employee/driver of FMT will be assigned to operate a vehicle or instructed to perform duties for which they do not have the skill or training to perform safely. FMT further agrees to comply with all applicable provisions of any Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. FMT agrees to perform its services under this Contract in accordance with the highest standards of industry.
- 6. TERMINATION. Either party may terminate this agreement without cause with at least thirty (30) day notice. Upon termination, any amounts due or trips pending invoice shall be invoiced and immediately due. Any trips cancelled inside the cancellation window may be billed as a no-show and included on the final invoice.
- 7. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered via certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 8. ENTIRE AGREEMENT. This Agreement (including the exhibits and documents to this Agreement, which are incorporated in and made a part of this Agreement) constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter.
- 9. APPLICABLE LAW. This Agreement shall be construed and governed under and by the laws of the State of Florida.
- 10. VENUE/JURISDICTION. The parties hereto submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that exclusive venue for any suit concerning this agreement shall be Seminole County, Florida.
- 11. COUNTERPARTS. The parties may execute this Agreement in whole or counterparts, and execution of counterparts shall have the same force and effect as if the parties had signed the same instrument. Signatures transmitted electronically or by facsimile shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

#### CLIENT:

Solaris Healthcare East Orlando

By: Dervie Fowler

Title: Administrator

#### FMT:

Avesta Healthcare, LLC d/b/a Florida Medical Transport

By: Primi Glita

Name: Ray Ekbatani

Title: President

#### SCHEDULE A

## Florida Medical Transport - 2023 Facility Rate Sheet (one way)

Service	0-10 Miles	Per Mile (>10)
Wheelchair - Standard	\$75	\$2.50
Wheelchair – Bariatric (> 250 lbs)	\$95	\$2.50
Stretcher - Standard	\$150	\$2.95
Stretcher – Bariatric (> 250 lbs)	\$195	\$2.95
Wait Time	\$80/hr	
Hospital Discharge Fee	\$50	
Oxygen Fee*	\$50	
Contact Precautions / Special Needs Fee	\$135	
Emergency Evacuations	200%	Evacuation during a state of emergency are at 2X the standard rate to guarantee availability.

Standard Hours: Monday-Friday 7am-7pm; Saturday

8am-3pm Extended Hours & Weekends: Available Upon

Request Emergency Hours: 24 hours; 7 days per week

<sup>\*</sup>Oxygen setup and supplied by Client, not supplied by FMT.



#### PATIENT TRANSPORT AGREEMENT

This Transportation Contract for Services is made effective as of March 15, 2022, by and between Delaney Park Health and Rehabilitation Center ("Client") with offices located at 215 Annie Street, Orlando, FL 32806 and Avesta Healthcare LLC d/b/a Florida Medical Transport ("FMT") with offices located at 1030 Spring Villas Pt, Suite 1000. Winter Springs. FL 32708.

WHEREAS, Client is a healthcare facility specializing in post acute care, skilled nursing, and rehabilitation services, that has patients requiring non-emergency medical transportation to and from the facility; and

WHEREAS, FMT is a licensed non-emergency medical transportation provider, providing ambulatory, wheelchair, and stretcher transportation services throughout the state of Florida.

NOW, THEREFORE, in consideration of the mutual covenants and promised hereinafter set forth, the parties agree as follows:

- SERVICES. FMT shall provide door through door wheelchair and stretcher transportation services as outlined in Schedule A for the agreed upon rates and terms located herein.
  - a) Services shall be provided during normal business hours, Monday through Friday, from 7 am to 7 pm. Extended hours and weekend availability may be available upon request. Additional fees may apply for services provided during extended hours, weekends, or holidays and shall be approved in advance by the client.
  - b) Client shall make every effort to provide prescheduled transportation requests within 2 business days of the date of transport. Urgent trips and discharges can be called in for the day transportation is needed at any time, with a 3-hour window during normal business hours. Standing orders can be scheduled in advance for appointments that take place regularly. If a trip is arranged and the return time is uncertain, it may be scheduled as a will call with a 1-hour window for pickup.
  - c) Client has the option to have the driver wait for the patient during their appointment for immediate pickup. The fees for wait times are outlined in Schedule A. Wait times shall be calculated in 15-minute increments and shall be rounded up to the nearest 15-

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minute increment. If FMT arrives within the scheduled pickup time and patient is not yet ready for pickup, driver may wait up to 10 minutes at no additional charge. If FMT driver must wait for more than 10 minutes, either a no-show fee or wait time may apply.

- d) Client may cancel a transportation request within 24 hours prior to transport without any penalty. If Client fails to notify FMT of a cancelled trip and the driver arrives for pickup, a no-show fee shall be billed according to the rates outlined in Schedule A.
- e) Wheelchair and stretcher transportation is also available for bariatric patients. Bariatric patients are typically defined as patients weighing more than 300 lbs, or patients with a BMI over 40. Advanced notice is requested for bariatric patients as they may require additional staff or equipment to safely load and unload.
- f) FMT upon request may accommodate transportation for patients that require supplemental oxygen. FMT at no time shall be responsible for providing oxygen to the patient, including regulating, setup, or connection. Supplemental oxygen setup shall be the sole responsibility of Client and client facilities or partners. For an additional fee, FMT shall pick up and drop off the Client supplied oxygen.
- g) Fees outlined in Schedule A are per trip (one way) and include up to 10 miles within the base rate. For trips longer than 10 miles, the per mile rate shall apply in addition to the base rate, for every mile that exceeds 10. Miles are calculated based on the GPS distance and are rounded up to the nearest whole mile. Long-distance trips, defined as trips greater than 50 miles, may be quoted separately on a case-by-case basis, and typically incur return mileage fees.
- 2. TERM. This Contract shall commence on the effective date hereof and shall continue for a period of three (3) years, unless otherwise terminated in writing. Due to current market conditions and volatility, FMT reserves the right to revisit its fees and rates outlined on Schedule A if impacted by material changes in fuel, labor, or other costs, either annually or more frequently if needed. Any changes shall be approved in writing by both parties via a fully executed Amendment to this Agreement.
- 3. PAYMENT. Payment shall be made to Avesta Healthcare LLC in the amount of each remitted invoice upon completion of the services described in this Agreement. Invoices shall be submitted to Client every two weeks and payments are due within thirty (30) calendar days. Past due invoices shall accrue interest at a rate of 1.5% per month.
- 4. INSURANCE. FMT shall maintain during the term of this Agreement, commercial general liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, and automobile liability insurance, with minimum combined single limits of \$1,00,000, and shall provide a certificate of insurance providing proof of

coverage. FMT shall provide notice if coverage is materially altered within five (5) business days after written notice is received. FMT shall also maintain any insurance coverage required by any government body including workers compensation for the types of transportation and related services specified.

- 5. HEALTH & SAFETY. FMT is responsible to ensure that each of their employees/drivers receives orientation to his/her job duties, including specific safety requirements, prior to beginning the assignment. No employee/driver of FMT will be assigned to operate a vehicle or instructed to perform duties for which they do not have the skill or training to perform safely. FMT further agrees to comply with all applicable provisions of any Federal. State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. FMT agrees to perform its services under this Contract in accordance with the highest standards of industry.
- 6. TERMINATION. Either party may terminate this agreement without cause with at least thirty (30) day notice. Upon termination, any amounts due or trips pending invoice shall be invoiced and immediately due. Any trips cancelled inside the cancellation window may be billed as a no-show and included on the final invoice.
- 7. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered via certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 8. ENTIRE AGREEMENT. This Agreement (including the exhibits and documents to this Agreement, which are incorporated in and made a part of this Agreement) constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter.
- APPLICABLE LAW. This Agreement shall be construed and governed under and by the laws of the State of Florida.
- 10. VENUE/JURISDICTION. The parties hereto submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that exclusive venue for any suit concerning this agreement shall be Seminole County. Florida.
- 11. COUNTERPARTS. The parties may execute this Agreement in whole or counterparts, and execution of counterparts shall have the same force and effect as if the parties had signed the same instrument. Signatures transmitted electronically or by facsimile shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

#### CLIENT:

Delaney Park Health and Rehabilitation Center

Name: Man Mine
Title: Administrator

FMT:

Avesta Healthcare, LLC d/b/a Florida Medical Transport

Name: Ray Eksatani

Title: Quillat

SCHEDULE A

## Florida Medical Transport - 2022 Facility Rate Sheet (one way)

Service	0-10 Miles	Per Mile (>10)
Wheelchair - Standard	\$75	\$2.25
Wheelchair – Bariatric (>300 lbs)	\$95	\$2.25
Stretcher - Standard	S125	\$2.75
Stretcher - Bariatric (> 300 lbs)	S195	\$2.75
Wait Time	\$80/hr	
No Show Fee	\$50	
Oxygen Fee*	\$25	

<sup>\*</sup>Oxygen supplied by facility, not supplied by FMT. Pickup & dropoff included.

Standard Hours: Monday-Friday 7am-7pm

Extended Hours & Weekends: Available Upon Request

Page 8, Question 22



#### PATIENT TRANSPORT AGREEMENT

This Transportation Contract for Services is made effective as of March 15, 2022, by and between Orlando Health and Rehabilitation ("Client") with offices located at 830 W. 29th Street, Orlando, FL 32805 and Avesta Healthcare LLC d/b/a Florida Medical Transport ("FMT") with offices located at 1030 Spring Villas Pt, Suite 1000, Winter Springs, FL 32708.

WHEREAS, Client is a healthcare facility specializing in post acute care, skilled nursing, and rehabilitation services, that has patients requiring non-emergency medical transportation to and from the facility; and

WHEREAS, FMT is a licensed non-emergency medical transportation provider, providing ambulatory, wheelchair, and stretcher transportation services throughout the state of Florida.

NOW, THEREFORE, in consideration of the mutual covenants and promised hereinafter set forth, the parties agree as follows:

- SERVICES. FMT shall provide door through door wheelchair and stretcher transportation services as outlined in Schedule A for the agreed upon rates and terms located herein.
  - a) Services shall be provided during normal business hours, Monday through Friday, from 7 am to 7 pm. Extended hours and weekend availability may be available upon request. Additional fees may apply for services provided during extended hours, weekends, or holidays and shall be approved in advance by the client.
  - b) Client shall make every effort to provide prescheduled transportation requests within 2 business days of the date of transport. Urgent trips and discharges can be called in for the day transportation is needed at any time, with a 3-hour window during normal business hours. Standing orders can be scheduled in advance for appointments that take place regularly. If a trip is arranged and the return time is uncertain, it may be scheduled as a will call with a 1-hour window for pickup.
  - c) Client has the option to have the driver wait for the patient during their appointment for immediate pickup. The fees for wait times are outlined in Schedule A. Wait times

shall be calculated in 15-minute increments and shall be rounded up to the nearest 15-minute increment. If FMT arrives within the scheduled pickup time and patient is not yet ready for pickup, driver may wait up to 10 minutes at no additional charge. If FMT driver must wait for more than 10 minutes, either a no-show fee or wait time may apply.

- d) Client may cancel a transportation request within 24 hours prior to transport without any penalty. If Client fails to notify FMT of a cancelled trip and the driver arrives for pickup, a no-show fee shall be billed according to the rates outlined in Schedule A.
- e) Wheelchair and stretcher transportation is also available for bariatric patients. Bariatric patients are typically defined as patients weighing more than 300 lbs, or patients with a BMI over 40. Advanced notice is requested for bariatric patients as they may require additional staff or equipment to safely load and unload.
- f) FMT upon request may accommodate transportation for patients that require supplemental oxygen. FMT at no time shall be responsible for providing oxygen to the patient, including regulating, setup, or connection. Supplemental oxygen setup shall be the sole responsibility of Client and client facilities or partners. For an additional fee, FMT shall pick up and drop off the Client supplied oxygen.
- g) Fees outlined in Schedule A are per trip (one way) and include up to 10 miles within the base rate. For trips longer than 10 miles, the per mile rate shall apply in addition to the base rate, for every mile that exceeds 10. Miles are calculated based on the GPS distance and are rounded up to the nearest whole mile. Long-distance trips, defined as trips greater than 50 miles, may be quoted separately on a case-by-case basis, and typically incur return mileage fees.
- 2. TERM. This Contract shall commence on the effective date hereof and shall continue for a period of three (3) years, unless otherwise terminated in writing. Due to current market conditions and volatility, FMT reserves the right to revisit its fees and rates outlined on Schedule A if impacted by material changes in fuel, labor, or other costs, either annually or more frequently if needed. Any changes shall be approved in writing by both parties via a fully executed Amendment to this Agreement.
- 3. PAYMENT. Payment shall be made to Avesta Healthcare LLC in the amount of each remitted invoice upon completion of the services described in this Agreement. Invoices shall be submitted to Client every two weeks and payments are due within thirty (30) calendar days. Past due invoices shall accrue interest at a rate of 1.5% per month.
- 4. INSURANCE. FMT shall maintain during the term of this Agreement, commercial general liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, and automobile liability insurance, with minimum combined

single limits of \$1,000,000, and shall provide a certificate of insurance providing proof of coverage. FMT shall provide notice if coverage is materially altered within five (5) business days after written notice is received. FMT shall at so maintain any insurance coverage required by any government body including workers compensation for the types of transportation and related services specified.

- 5. HEALTH & SAFETY. FMT is responsible to ensure that each of their employees/drivers receives orientation to his/her job duties, including specific safety requirements, prior to beginning the assignment. No employee/driver of FMT will be assigned to operate a vehicle or instructed to perform duties for which they do not have the skill or training to perform safely. FMT further agrees to comply with all applicable provisions of any Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. FMT agrees to perform its services under this Contract in accordance with the highest standards of industry.
- 6. TERMINATION. Either party may terminate this agreement without cause with at least thirty (30) day notice. Upon termination, any amounts due or trips pending invoice shall be invoiced and immediately due. Any trips cancelled inside the cancellation window may be billed as a no-show and included on the final invoice.
- 7. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered via certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 8. ENTIRE AGREEMENT. This Agreement (including the exhibits and documents to this Agreement, which are incorporated in and made a part of this Agreement) constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter.
- APPLICABLE LAW. This Agreement shall be construed and governed under and by the laws of the State of Florida.
- 10. VENUE/JURISDICTION. The parties hereto submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that exclusive venue for any suit concerning this agreement shall be Seminole County, Florida.
- 11. COUNTERPARTS. The parties may execute this Agreement in whole or counterparts, and execution of counterparts shall have the same force and effect as if the parties had signed the same instrument. Signatures transmitted electronically or by facsimile shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

#### CLIENT:

Orlando Health and Rehabilitation

By: OHRC

Name: Changes Casamir

Title: AWKA

#### FMT:

Avesta Healthcare, LLC d/b/a Florida Medical Transport

Name

Name. Kay E

Title: President

#### SCHEDULE A

## Florida Medical Transport - 2022 Facility Rate Sheet (one way)

Service	0-10 Miles	Per Mile (>10)
Wheelchair - Standard	\$75	\$2.25
Wheelchair – Bariatric (>300 lbs)	\$95	\$2.25
Stretcher - Standard	\$125	\$2.75
Stretcher – Bariatric (> 300 lbs)	\$195	\$2.75
Wait Time	\$80/hr	
No Show Fee	\$50	
Oxygen Fee*	\$25	

<sup>\*</sup>Oxygen supplied by facility, not supplied by FMT. Pickup & dropoff included.

Standard Hours: Monday-Friday 7am-7pm

Extended Hours & Weekends: Available Upon Request



Dear Orange County BCC,

At Delaney Park Health & Rehab, we take great pride in our commitment to providing toptier long-term care services to our patients here in Orange County. Central to our mission is ensuring that our patients receive exceptional care and support at every stage of their journey. One vital aspect of this commitment is non-emergency medical transportation, which plays a crucial role in seamlessly connecting patients to our facility and facilitating their medical appointments or hospital visits.

In our pursuit of excellence, we have found Florida Medical Transport ("FMT") to be a reliable and trustworthy partner for non-emergency medical transportation. Their dedication to prompt and reliable service has consistently met our high standards, ensuring that our patients receive the care they need without unnecessary delays or complications.

Regrettably, our experience with other ambulance providers in Orange County has fallen short of expectations. Delays of up to 6-8 hours for non-emergency transports and exorbitant billing practices have presented significant challenges for both our patients' care and our facility's financial stability.

Given FMT's proven track record of excellence and competitive pricing, we believe that granting them a Certificate of Public Convenience and Necessity (COPCN) to operate ambulance services in Orange County would greatly benefit our facility and, most importantly, our patients. By expanding access to high-quality ambulance services like those provided by FMT, we can enhance patient care, streamline processes, and alleviate financial strain.

We respectfully urge your consideration in approving FMT's request to extend their services to include ambulance transportation in Orange County. Should you require further information or have any questions, please do not hesitate to reach out to me directly.

Sincerely,

Matthew Mines

Administrator

administrator@delaneyparkhealthandrehab.com

215 Annie Street, Orlando, FL 32806 | 407-841-4371



Dear Orange County,

I am writing to bring to your attention a critical issue concerning non-emergency medical transportation (NEMT) services in Orange County, representing Guardian Care, a leading long-term care facility dedicated to providing exceptional care and service to our patients.

While Guardian Care has enjoyed positive experiences with Florida Medical Transport "FMT", a reliable provider of NEMT services, our interactions with other ambulance providers in the county have been unsatisfactory. These providers have subjected us to significant delays, resulting in extensive waiting periods for non-emergency transports, and have presented us with excessively high bills for their services.

These challenges not only hinder our ability to deliver quality care but also strain our facility's budget. Therefore, we strongly advocate for granting FMT a Certificate of Public Convenience and Necessity (COPCN) to expand their services to include ambulance transportation in Orange County.

FMT has consistently demonstrated their commitment to delivering high-quality services at competitive rates. We firmly believe that their expansion into ambulance transportation would greatly benefit both our facility and the patients we serve. Access to another reliable ambulance provider like FMT would lead to improvements in patient care through reduced turnaround times and cost savings for our facility.

We respectfully urge you to consider our request and grant FMT the necessary approvals to enhance their services in Orange County. Should you require further information or have any questions, please do not hesitate to contact me.

Respectfully,

Eloise Abrahams

Administrator

Guardian Care

eabrahams@guardiancare.org



Dear Orange County,

As the largest long-term care facility in the County, the safety and well-being of our patients are paramount to us. We rely heavily on efficient and dependable transportation services to ensure our patients receive the care they need in a timely manner. Over the years, we have established a strong partnership with Florida Medical Transport (FMT), a provider that has consistently demonstrated its reliability and commitment to patient care.

FMT has proven to be one of the few transportation providers we can truly rely on for non-emergency medical transportation. Their track record speaks for itself, as they have safely transported thousands of our patients without incident and have maintained an impeccable on-time performance. Particularly in critical situations where timely transportation is essential, such as medical appointments or emergencies like dialysis, FMT has shown up promptly, often within 30 minutes, ensuring our patients receive the care they need without delay.

Given FMT's proven track record and competitive rates, we believe granting them a Certificate of Public Convenience and Necessity (COPCN) to operate ambulance services in Orange County would be immensely beneficial for our facility and our patients. Having access to another high-quality ambulance provider like FMT would not only improve patient care by reducing turnaround times but also help us save costs.

We respectfully request your consideration in granting FMT the necessary approvals to expand their services to include ambulance transportation. Please do not hesitate to contact me if you require any further information or have any questions regarding our request.

Thank you for your attention to this matter.

Sincerely,

Jeff Thomas

**Executive Director** 

administrator@orlandohealthandrehab.com

830 29th Street, Orlando, FL 32805 | 407-843-3230

**Letter of Support** 

ORLANDO HEALTH®

Dear Orange County,

I am writing this letter to express support for Florida Medical Transport in their application for a Certificate of Public Convenience and Necessity (COPCN) to operate ambulance services in Orange County. Orlando Health, encompassing several leading hospitals and healthcare facilities in the area, prides itself on delivering exceptional care and service to our patients. Non-emergency medical transportation is a crucial component of this commitment. We have found FMT to be a

reliable and cost-effective transportation provider, ensuring timely transfers for our patients to and

from our Orlando Health facilities.

Granting Florida Medical Transport the opportunity to expand their services to include ambulance transportation would be immensely beneficial for Orlando Health and our patients. With their proven track record and competitive rates, we believe Florida Medical Transport can help improve patient care by reducing turnaround times and saving costs.

We respectfully request your consideration of Florida Medical Transport's application for a COPCN. Please feel free to reach out if you require any further information or have any questions regarding our request.

Sincerely.

Veronica Soto, BSHSA, MSW

Care Coordinator

Orlando Health

Veronica.Soto@OrlandoHealth.com

Ph: 321-843-2584



Dear Orange County,

I am writing to express our facility's urgent need for reliable non-emergency medical transportation (NEMT) and ambulance services in Orange County. Solaris operates approximately 50 long-term care facilities throughout the state of Florida, with five being located in Orange County. We are committed to delivering exceptional care to our patients, and we believe that access to dependable transportation is crucial for ensuring their well-being.

Our experience with transportation providers in the region has been mixed. While Florida Medical Transport ("FMT") has consistently delivered high-quality service, other NEMT and ambulance providers have failed to meet our expectations. Excessive delays, limited availability for non-emergency transports and excessive billing practices have posed significant challenges for our facility and, more importantly, for our patients.

Given FMT's track record of reliability and competitive rates, we strongly advocate for granting them a Certificate of Public Convenience and Necessity (COPCN) to operate ambulance services in Orange County. By expanding their services to include ambulance transportation, we believe that FMT can significantly improve patient care by reducing turnaround times and alleviating financial burdens on our facility. Upon FMT being awarded a COPCN in Orange County, we intend to utilize their BLS Ambulance services at our facilities as our primary provider.

Sincerely,

Jody Spinneweber, NHA

Administrator

fladmin@solariscares.org

3355 E Semoran Blvd, Apopka, FL 32703

NHB

Ph: 407-862-6263

# 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.

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DATE 2/12/24

**NOTARY SEAL** 





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## **Fictitious Name Detail**

#### **Fictitious Name**

FLORIDA MEDICAL TRANSPORT

### **Filing Information**

Registration Number G24000043356

Status ACTIVE

**Filed Date** 03/28/2024 **Expiration Date** 12/31/2029

Current Owners 1

County MULTIPLE

Total Pages 1

Events Filed NONE FEI/EIN Number NONE

## **Mailing Address**

3501 QUADRANGLE BLVD SUITE 260 ORLANDO, FL 32817

#### **Owner Information**

FLORIDA AMBULANCE SERVICE LLC 1030 SPRING VILLAS POINT WINTER SPRINGS, FL 32708 FEI/EIN Number: 88-1233172

**Document Number:** L22000130954

## **Document Images**

G24000043356 -- No image available

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**No Filing History** 

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From: <a href="mailto:noreply@egov.com">noreply@egov.com</a> Sent: Thursday, March 28, 2024 2:39:18 PM

Subject:

# **Tyler Payments Services**

## Payment Receipt Confirmation

Your payment was successfully processed.

### **Transaction Summary**

#### **Receipt Confirmation**

Description	Amount
Total Payment To Division of Corporations	\$90.00
Service Fee	\$0.00
Total Amount Paid	\$90.00

#### **Transaction Detail**

sku	Description	Unit Price	Quantity	Amount					
100426760061 NEW	Fictitious Name Registration	\$90.00	1	\$90.00					
	Service Fee	\$0.00		\$0.00					
Total Amount Paid									

#### **Customer Information**

Customer Name Josh Evans

Local Reference ID 100426760061 NEW

Receipt Date 3/28/2024

Receipt Time 02:39:16 PM EDT

#### **Payment Information**

Payment Type Credit Card

Credit Card Type
Credit Card Number
Order ID
Name on Credit Card

MAST
84997208
Josh Evans

#### **Billing Information**

**Billing Address** 1030 Spring Villas Pt **Billing City, State** Winter Springs, FL

**Billing Zip/Postal Code** 32708 **Country** US

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NIC Services, LLC dba Tyler Payments Services ● 7701 College Boulevard, Overland Park, KS 66210 ● (888) 853-0663

NIC Payment Solutions in Hawaii, New Jersey & Wisconsin



#### 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

RE: Objection to Florida Ambulance Service, d/b/a Florida Medical Transport 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 Florida Ambulance Service (hereinafter "FMT" or the "Applicant") for COPCN to operate BLS interfacility service within Orane 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 "FMT" 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, "they continue to hear of concerns with the current availability of BLS/ALS providers and most are experiencing wait times upwards of 4-6 hours and beyond". The Applicant provided letters of support that resembles an attempt to disguise "cut and paste" template from several nursing facilities. The supportive letters came from the very facilities that were invited to participate in Two (2) previous county surveys. I would suggest that the allegation of such delays be uncovered in either the results of the survey or within the data submitted by all the private providers annually. The applicant further states "patients will benefit by being able to utilize a trusted provider that can provide BLS transports which are covered by Medicare". Within the application and with the letters of support,

one would conclude that the Applicant is suggesting charges below the Medicare Allowable rate structure as well as the intent to submit claims for medical appointments (Physician Office) which are uncovered destinations. The Applicant states "Residents will also greatly benefit by improving turnaround times from the current local industry standards". What are the local industry standards? The applicant fails to provide any factual data to support this statement. Orange County currently requires such alleged extensive delays to be reported.

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 licensed as inter-facility transport agencies. Both BLS and ALS certifications are held by all. This is a current community standard of care. The addition of another BLS ONLY provider will lower the standard of care within the county as well as 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 suggests that hospital systems, nursing homes and other health care institutions <u>do not</u> see EMS service or response times as an issue in Orange County. Furthermore, it is 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 to "bring better quality BLS service to the clients we serve" without providing any factual data that would demonstrate the current providers are not meeting the needs of the community. The applicant further states "patients will benefit by being able to utilize a trusted provider that can provide BLS transports which are covered by Medicare reimbursement." The statement is concerning in so far as to suggest all BLS transports are covered by Medicare when in fact many do not meet the requirement of medical necessity for a legitimate payable claim. 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.

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 Florida Ambulance Service d/b/a Florida Medical Transport be denied.

Respectfully,

Bob Eberhart General Manger

<sup>\*</sup>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

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

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



June 11<sup>th</sup>, 2024

Dear Orange County,

This statement is related to our 2024 COPCN Application in order to clarify our intended request. We are seeking approval to provide Level 7, BLS Interfacility Transport within the County. Please feel free to contact me if you have any additional questions or concerns.

Sincerely,

Ray Ekbatani,

President/CEO