



Received: November 4, 2021 @ 10:30am
Publish: Nov. 14
Deadline: Nov. 9


Public Hearing

MEMORANDUM

DATE: November 3, 2021

TO: Katie Smith, Deputy Clerk of the Board of County Commissioners
Comptroller Clerk's Office

THRU: Cheryl Gillespie, Supervisor
Agenda Development Office

FROM: Yolanda G. Martinez, EdPh.D, PhD., Director 
Health Services Department

CONTACT: **Christian C. Zuver, MD, Medical Director**
Office of the Medical Director/EMS Division
407-839-7606 or Christian.Zuver@ocfl.net

RE: **Request for Public Hearing on November 30, 2021 at 2:00 p.m.**
to Consider an Application for a Certificate of Public Convenience and
Necessity to Provide Interfacility Basic and Advanced Life Support Transport
Services

Applicant: First 2 Aid EMS, Inc

Type of Hearing: Certificate of Public Convenience and Necessity Application
to provide Interfacility Basic and Advanced Life Support
Transport Services

Location: All Districts

Estimated time
required for
public hearing: Two minutes

Hearing controversial: Yes

Advertising requirement: Publish once in the legal notices section of a local newspaper
of general circulation.

Advertising timeframe: At least **10 days** prior to the public hearing.

Advertising language: An application by First 2 Aid EMS, Inc for a Certificate of
Public Convenience and Necessity to provide interfacility

Basic and Advanced Life Support transport services pursuant to Orange County Code, Chapter 20, Article III, Emergency and Nonemergency Medical Care and Transportation.

Hearing required by
Fla. Statute # or code:

Hearing authorized by Section 20-93(a)(1), Orange County Code.

Spanish Contact Person:

Para más información en español acerca de estas reuniones públicas o de cambios por ser efectuados, favor de llamar a la Oficina de los Abogados del Condado, Roberta Alfonso, at 407-836-7320.

The following materials will be submitted as backup for this public hearing request:

1. Application for COPCN filed by First 2 Aid EMS, Inc dated June 25, 2021 and subsequently amended.
2. Objection to First 2 Aid EMS, Inc's Application for COPCN filed by RG Ambulance Service, Inc. d/b/a American Ambulance ("American Ambulance") dated September 29, 2021.
3. Objection to First 2 Aid EMS, Inc's Application for COPCN filed by Lifefleet Southeast, Inc., d/b/a American Medical Response ("AMR") dated September 30, 2021.
4. EMS's Recommendation on First 2 Aid EMS, Inc's Application for a Certificate of Public Convenience and Necessity to Provide Interfacility Basic and Advanced Life Support Transport Services in Orange County dated October 16, 2021.

SPECIAL INSTRUCTIONS TO CLERK:

If approved and issued, please contact Crystal Beatty Ford for pick up at 407-836-9392.

c: Byron W. Brooks, AICP, County Administrator
Jeffrey J. Newton, County Attorney
Danny Banks, Deputy County Administrator

APPLICATION DATE: June 25, 2021

PROPOSED DATE OPERATIONS WILL BEGIN: 30 Days after approval

1. NAME OF SERVICE: FIRST 2 AID EMS, INC

3700 Commerce Blvd. STE 150
Kissimmee, Osceola, FL 34741

3. CONTACT INFORMATION: Business Phone 407-777-4322

Mobile Phone 407-368-7949

Email Chris@first2aid.com

a. If other, please describe: _____

5. LEVEL OF SERVICE: ☒ALS TRANSPORT ☒ALS TRANSPORT (INTERFACILITY)
☐BLS TRANSPORT ☐BLS TRANSPORT (INTERFACILITY) ☐ALS NON-TRANSPORT
☐BLS NON-TRANSPORT ☐ALS AIR TRANSPORT

7.	<u>NAME</u>	<u>ADDRESS</u>	<u>POSITION</u>
	Brandy Luczywo	1616 S. Tanner Rd. Orlando, FL 32833	President, Owner
	Sanjay Parekh, 3700 Commerce Blvd Ste 150 Kissimmee, FL 34741		CEO
	Christophr Luczywo	1616 S. Tanner Rd. Orlando, FL 32833	COO, Owner

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

First 2 Aid EMS, Inc operates in Osceola and Seminole Counties serving AdventHealth, Orlando Health, and HCA facilities. Our proposed area would include all of Orange County and the facilities within. We would move our headquarters as well as our training school to the county following COPCN approval. We would then look beyond our current contracts to help fulfill the transportation need with other facilities in the county.

9. STATEMENT OF FACTS SHOWING THE DEMAND OR NEED FOR THE PROPOSED SERVICE:

Currently Orange County is in need of not only an ambulance service to help with interfacility call volume, but also companies wanting to invest in our community. We feel we can provide a solution to both, currently hospitals are experiencing long transport ETAs and there have been reports of delayed responses from private services in responding to 911 call requests within the county and municipalities.

10. STATEMENT SHOWING HOW YOU PLAN TO FILL THE NEED FROM QUESTION 9 (NUMBER AND TYPE OF UNITS, STATION LOCATION, ETC):

First 2 Aid EMS is looking to staff eight type 2 ambulances and two type 3 ambulances within Orange County. Our preferred location for our new headquarters would be in the Lake Nona or Semoran Gateway area. To address the lack of applicants we will offer free EMT and Paramedic courses to applicants through our in-house EMS Academy. Starting wages would be \$37,000 for EMT and \$50,000 for Paramedics.

11. NUMBER OF VEHICLES IN OPERATION: 10 of 24

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

NAME

CURRENT CPR CARD (Y/N)

Please see attached in section 8 of application binder.

SECTION II: REQUISITES TO OBTAINING LICENSE**1. RATE CHART PROVIDED TO EMS OFFICE:**

☒ YES, DATE: 06/25/2021 ☐ NO

2. REFERENCES/LETTERS OF SUPPORT SUBMITTED TO EMS OFFICE (Attachment I):

☒ Business or work references for 5 years, including one letter of reference

☒ Five personal references, including one letter of reference

☒ Five credit references, including one letter of reference

3. BUSINESS AGREEMENT LETTER PROVIDED TO EMS OFFICE (INTERFACILITY ONLY, Attachment V):

☒ YES, DATE: June 25, 2021 ☐ NO

4. ATTESTATION THAT PARAMEDICS ARE STATE CERTIFIED PROVIDED TO EMS OFFICE (ALS ONLY, Attachment IV):

☒ YES, DATE: June 25, 2021 ☐ NO

5. EQUIPMENT LIST PROVIDED TO EMS OFFICE (ALS ONLY, Attachment IV):

☒ YES, DATE: June 25, 2021 ☐ NO

6. FINANCIAL STATEMENT SUBMITTED TO EMS OFFICE:

☒ YES, DATE: June 25, 2021 ☐ NO

Example: Current letter from bank verifying business account status (no account numbers please).

7. PROOF OF INSURANCE SUBMITTED TO EMS OFFICE:

☒ YES, DATE: June 25, 2021 ☐ NO

ATTACHMENT I: REFERENCES

- 1. List previous business experiences or work history for last five years. Submission of at least one letter of reference from list below is required.**

Bay County EMS: We provide 1-2 trucks daily for 911 services in Bay County Florida
AdventHealth Facilities in Osceola & Seminole Counties: Provide IFT ALS/CCT transports
St. Cloud Regional Medical Center: Provide IFT BLS/ALS/CCT transports
Orlando Health Freestanding ER, Osceola County: Provide IFT ALS/CCT transports
Terrace of Kissimmee: Provide IFT and Urgent responses to the facility and their patients.

- 2. List five personal or business references. Submission of at least one letter of reference from list below is required.**

NAME	ADDRESS	PHONE
Sabrina Persuad	4214 Mendenwood Lane Orlando, FL 32833	407-252-1164
Jennifer Schmitt	12301 Lake Underhill Rd. #213 Orlando, FL 32828	407-512-4394
Kip Beacham	Captain at Seminole County Sheriff	407-402-2364
Andrew Cole	12301 Lake Underhill Rd. #245 Orlando, FL 32828	407-277-5951
Alice Collier	Casselberry, FL	407-733-1312

- 3. List five credit references. Submission of at least one letter of reference from list below is required.**

NAME	ADDRESS	PHONE
Zoll Data	269 Mill Rd. Chelmsford, MA 01824	978-421-9655
Zoll Medical	269 Mill Rd. Chelmsford, MA 01824	978-421-9655
Benji Automotive	2779 Old Dixie Hwy, Unit C-D, Kissimmee, FL 34744	407-860-4818
Henry Schein	135 Duryea Rd. Melville, NY 11747	800-472-4346
Signature Emergency Products	1628 Huddell Ave Boothwyn, PA 19061	888-693-9162

- 4. Please supply a current financial statement.**

ATTACHMENT II: COMMUNICATION CAPABILITIES

1. LIST THE ADDRESS AND DESCRIPTIONS OF EACH OF THE LOCATIONS YOU WILL OPERATE FROM, AND THE HOURS OF OPERATION AND STAFFING AT EACH PROPOSED LOCATION:

Currently we have four stations, Kissimmee, St. Cloud, Lakeland, and Panama City.
Upon COPCN Approval we will add an Orange County Headquarters operated 24/7/365

2. LIST ALL HOSPITALS TO WHICH YOU WILL NORMALLY TRANSPORT PATIENTS:

AdventHealth facilities in Osceola and Seminole counties, Orlando Health Facilities,
in Osceola County, Poinciana Medical Center, and Osceola Regional Medical Center,

3. COMMUNICATIONS EQUIPMENT: ☒ TELEPHONE ☒ TWO-WAY RADIO ☐ OTHER

- a. Number of vehicles equipped with two-way radios: 14
- b. Frequency(s): 450
- c. Call numbers: 2601,2602,2604,2606,2608,2609,2610,2611,2612,2614,1701,1702,502,501
- d. Number of vehicles equipped with mobile phones: 14

4. APPROXIMATE DATE FCC RADIO LICENSE WILL BE EFFECTIVE (ATTACH IF CURRENT):

See attached agreement with Florida Mobile Telecom

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

Dr. David Arbona-Calderon (Medical Director), Dr. Kelly Gabbe (Asst Medical Director)
Dr. Paul Pepe (Asst. Medical Director), All hospitals via mobile phone currently

**ATTACHMENT III (ALS ONLY): ADVANCED LIFE SUPPORT
CERTIFICATION AND LICENSURE REQUIREMENTS**

1. IF LICENSED AMBULANCE SERVICE IN THE STATE OF FLORIDA, PROVIDE CURRENT ALS NUMBER: ALS 10004

2. PROVIDE THE NAME, ADDRESS, PHONE NUMBER AND FLORIDA MEDICAL LICENSE NUMBER OF YOUR MEDICAL DIRECTOR:

David Ismael Arbona-Calderon: ME140626

119 Oakfield Dr. Brandon, FL 33511 407-379-9136

3. DESCRIBE THE STAFFING PATTERNS TO ASSURE COMPLIANCE WITH EMTs, DRIVERS, AND PARAMEDICS:

First 2 Aid EMS utilizes three main shift schedules and we provide 24/7/365 staffing:

8 hour week day shifts

12 hour rotating shifts

24/72 shifts, employees are provided sleeping quarters and access to showers

4. PROVIDE A STATEMENT SIGNED BY THE ALS PROVIDER AND IT'S MEDICAL DIRECTOR ATTESTING TO THE FACT THAT ALL UTILIZED PARAMEDICS ARE CERTIFIED AND AUTHORIZED TO PERFORM ADVANCED LIFE SUPPORT IN THE STATE OF FLORIDA
5. PROVIDE A LIST OF ALL EQUIPMENT AND DRUGS CARRIED IN ADDITION TO THE MINIMUM EQUIPMENT SPECIFIED IN FLORIDA ADMINISTRATIVE CODE 64J-1.003

ATTACHMENT IV (INTERFACILITY ONLY): BUSINESS AGREEMENT – Provide a written business agreement between the applicant and participating facilities

ATTACHMENT V: VEHICLE ROSTER – Provide a roster including make, model, mileage, and all vehicle identification and registration numbers

ATTACHMENT VI: PROOF OF INSURANCE – Provide a copy of vehicle liability insurance

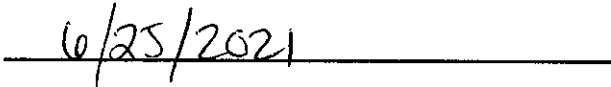
ATTACHMENT VII: RATE CHART – A proposed schedule of rates, fares, and charges (if applicable)

**APPLICATION FOR CERTIFICATE OF CONVENIENCE AND
NECESSITY FOR AMBULANCE AND FIRE RESCUE:**

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 of the requirements for 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 20-91, licenses obtained by an application in which any material fact was intentionally omitted or falsely stated are subject to revocation.



SIGNATURE OF APPLICANT OR REPRESENTATIVE



DATE

NOTARY SEAL



London Kauffman
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG971117
Expires 3/18/2024



NOTARY SIGNATURE

Zuver, Christian C

From: Beatty, Crystal
Sent: Monday, July 19, 2021 3:42 PM
To: Zuver, Christian C
Subject: FW: COPCN Application
Attachments: First_2_Aid_Medical_Ground_Transport_Services.pdf

Here you go...

From: Chris Luczywo <chris@first2aid.com>
Sent: Monday, July 19, 2021 3:29 PM
To: Beatty, Crystal <Crystal.Beatty@ocfl.net>
Subject: RE: COPCN Application

Ms. Crystal,

Here are the locations of all of our stations. I have also attached the correct DocuSign agreement between us and AdventHealth. I also had them update today's date so it is within the 30 day window you asked for when we initially spoke. Talk to you soon and have a great day!

Kissimmee
3700 Commerce Blvd Ste 150
Kissimmee, FL 34741

St. Cloud
4113 Neptune Rd.
St. Cloud, FL 34769

Lakeland
4460 Florida National Dr
Lakeland, FL 33813

Panama City
1919 Drummond Ave
Panama City, FL 32405

Good Health and Safety To You Always,

Christopher Luczywo
COO, Partner
First 2 Aid EMS, Inc
P: 407.368.7949
C: 216.570.6083
www.FIRST2AIDEMS.com



From: Crystal.Beatty@ocfl.net <Crystal.Beatty@ocfl.net>

Sent: Tuesday, July 13, 2021 1:46 PM

To: Chris Luczywo <chris@first2aid.com>

Cc: Crystal.Beatty@ocfl.net

Subject: COPCN Application

Hello Chris,

Hope all is well.

I'm writing to you regarding your application for a COPCN in Orange County. Based on the preliminary review for completeness, we need clarification on the following:

- 1) Addresses of your current stations
 - 2) The business agreement submitted is with "RG Ambulance service" and Advent Health. Is First 2 Aid EMS, Inc a subsidiary of RG? If so appropriate documentation is needed. If not, is there a business agreement between first 2 Aid and a facility in Orange County?
- If so please submit said business agreement.

If you clarification please feel free to call me.

Thanks,
Crystal



Crystal Ford

Crystal.Beatty@ocfl.net

Crystal Ford, Compliance Officer

Orange County EMS

Office of the Medical Director

2002-A E. Michigan Street

Orlando, FL 32806

Office: 407-836-9392

Fax: 407-836-7625

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from County Officials are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.



Topic: Orange County ALS/BLS permits.

FIRST 2 AID EMS INC

3700 COMMERCE BLVD

SUITE 150

KISIMMEE, FLORIDA 34741

Ph: 407-777-43be

To whom it may concern,

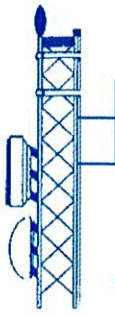
Alivi is requesting that FIRST 2 AID EMS INC. be favorably considered for permits in Orange County. We are experiencing difficulties in retaining sufficient transportation providers for our members with the available ambulance companies in Orange County. First 2 Aid EMS will assist Alivi on transportation for our members for scheduled medical appointments that are occurring daily/weekly for our NEMT (Non-Emergency Medical Transportation) population for several health care plans in Orange County. Thank you for your consideration on this matter.

Robert Perez

Name

A handwritten signature in blue ink that reads "Robert Perez". The signature is written in a cursive style and is positioned above a horizontal line.

Signature



FLORIDA MOBILE TELECOM, INC

1711 S DIVISION AVE
ORLANDO, FL 32805
407-423-8561

CONNECTING PEOPLE AND BUSINESSES

SUBSCRIPTION AGREEMENT

SALESPERSON: Jeff Rhea

New Customer: YES Add-On: _____

Customer hereby agrees to subscribe, from Florida Mobile Telecom, Inc. (Company) to the mobile communication services (Service) listed below under the terms and conditions set forth herein.

Customer Name: First 2 Aid

Billing Contact: Christopher Luczywo

Business Contact: Christopher Luczywo

Billing Email: chris@first2aid.com

Business Address: 3700 COMMERCE BLVD. STE 150

Billing Address: Same

City: Kissimmee State: FL Zip: 34741

City: _____ State: _____ Zip: _____

Phone: (407) 777-4322

Frequency: MTH X QTR A Term _____ Effective Date: October 1, 2019

S.I.C.

Code _____

System Type: 450MHz X LTR: Digital: NexEdge: X Turbo: DMR:

Equipment Type: Motorola: Kenwood: X HYT: Vertex/Standard:

BILLING INFORMATION

SERVICE TYPE	SITE	QUANTITY	RATE*	SUBTOTAL**
NXDN	TRS Central FL Sites	8x	\$20.00	=\$160.00
		x	\$included	=\$
		x	\$	=\$
	Estimated communication taxes→	1x	\$taxes	=\$TBD
		x	\$	=\$
		x	\$	=\$
		x	\$	=\$
		x	\$	=\$

*PER UNIT PER MONTH **TOTAL NOT INCLUDING TAXES ***AIRTIME CHARGES
APPLICABLE TAXES ARE ADDITIONAL

ACTIVATION FEE:

COMMENTS

Customer acknowledges coverage will not be 100% and TRS cannot guarantee continuous coverage at all times

APPROVAL

Customer Approval

The undersigned hereby acknowledges and represents that (i) he/she has read this agreement and the attached terms, conditions and provisions contained herein; and (iii) he/she had the authority to execute this agreement on behalf of the customer.

APPROVED BY (PRINT): Christopher Luczywo TITLE: COO DATE: 1-2-2020

SIGNATURE: 

FLORIDA MOBILE TELECOM, INC

1711 S DIVISION AVE
ORLANDO, FL 32805
407-423-8561

CONNECTING PEOPLE AND BUSINESSES

which are programmed into the equipment. If the results of the inspection (relative to unit count as well as site and services used) do not coincide with company records, company shall be entitled to exercise any remedies it may have under this agreement and at law and equity.

9. NONPAYMENT/BREACH- A late payment fee equal to 10 % of the monthly access, may be applied to customers account if monthly invoices are not paid by the due date. In addition, when applied, late payment charges may be applied and are calculated by multiplying the **total** of the unpaid amount carried forward to subsequent invoice by the applicable interest rate of 18% or 1.5% monthly. A rate of \$75.00 will be made to company for any returned check or negotiable instrument tendered by customer and returned unpaid by a financial institution for any reason and legal charges may be pursued. Company may demand payment by money order, cashier's check, or similarly secure form of payment, at companies' discretion. If company obtains the services of a collection agency or attorney to assist company in remedying customers breach of this agreement, included but not limited to, the nonpayment of charges, in addition to any other remedies company may have, company may disconnect the service or discontinue service to the customer until full payment is made. If company disconnects the service prior to the end of term of the agreement, customer shall be liable for a cancelation fee of \$175.00 per unit or the outstanding service charges necessary to complete the service contract period. Should customer re-activate service, a \$45.00 per unit reactivation fee will apply and the company will re-activate service. Notwithstanding the above, customer shall remain liable for service charges for the entire term or early termination cancellation fees apply. _____INT.

10. EARLY TERMINATION OF SERVICE- If customer terminates service before the completion of any service term or if company terminates service because of customers' breach of the agreement, customer shall be obligated to pay all amounts due for the balance of the service term or a fee of \$175.00 per unit. Such outstanding amounts shall be payable immediately upon termination of this agreement. Customer acknowledges that is impracticable and extremely difficult to fix damages and that this amount represents a reasonable effort by the parties to fairly estimate the amount of loss that would occur in the event of a breach of this nature. Service may be terminated by company upon violation of any of the conditions of this agreement. In addition to any other remedies incurring liability, wither temporarily discontinue customers service or terminate this agreement. Company may terminate service in the event customers' insolvency, receivership, voluntary or involuntary bankruptcy, assignment for the benefit of creditors or sale of substantially all of customers' assets. Service may be refused or discontinued without notice in the event that: 1) service is used in such a manner that adversely effect other customers or is otherwise in violation of any FCC rules or regulations. 2) Services are not available from the company or its successor. 3) Customer violates any covenant of this agreement. 4) Customer becomes aware of facts indicating that customers' credit standing had deteriorated. 5) Customer does not pay its service charges when due. Upon termination of service pursuant to this paragraph, customer shall pay all amounts which are outstanding under this agreement to the date of service is terminated. _____INT.

11. LIMITATION AND CONDITION OF LIABILITY- Service may be temporarily interrupted delayed or otherwise limited due to:

1. Data transmit ion limitations caused by atmospheric and other conditions.
2. The availability of radio frequency channels.
3. Acts of God, fire, riot or anything that is out of the control of the Company.
4. System capacity limitations
5. Coordination with adjacent mobile communications
6. Equipment modifications, upgrades, relocations, failures, interference, repairs and or similar activities and/or negligence of customer.

Company therefore assumes no duty to provide uninterrupted service to customer. Company shall have no liability and no credits shall be given for any above referenced conditions arising out of interruptions, delays, or failures in transmission as well as customers' negligence or willful act. Customer herby agrees that the liability of the company in any, for interruptions, delays or failures in transmission of data service to customer, whether caused by negligence of company or otherwise is hereby limited to the allowance of an airtime credit which shall be limited to the time the system is out of operation, except that no service credit shall be given for a network service problem of less than three (3) days duration. No service credit shall exceed the service charge billed for that billing period during which for an alleged service problem occurred. Company has the right to require that applied for upon written request and to deny any request for credit for an alleged service problem where the evidence of such problems inconclusive or the request is otherwise unwarranted or insufficient. Company shall not be held liable in any way for actions or lawsuits brought on by employees of customer or others due to disciplinary or legal actions as a result of the use of the equipment, whether during business

**licrowave Industrial/Business Pool License - WQTN875 - Florida Mobile
elecom, Inc.**

Call Sign	WQTN875	Radio Service	MG - Microwave Industrial/Business Pool
Status	Active	Auth Type	Regular
Dates			
Grant	03/14/2014	Expiration	03/14/2024
Effective	06/06/2017	Cancellation	
Control Points			
None			

Licensee

FRN	0004569216	Type	Corporation
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Licensee

Florida Mobile Telecom, Inc. 1711 S Division Ave Orlando, FL 32085	P:(407)423-8561 F:(407)422-0453 E:tim@trswireless.com
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Contact

Florida Mobile Telecom, Inc. Timothy Bennett 1711 S Division Ave Orlando, FL 32085	P:(407)423-8561 F:(407)422-0453 E:tim@trswireless.com
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Microwave Data

Oper Type	Permanent Fixed Point to Point	Station Class	FXO - Operational Fixed
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Ownership and Qualifications

Radio Service Type	Fixed		
Regulatory Status	Private Comm	Interconnected	No

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race	
Ethnicity	Gender



Deposit Account Balance Summary

06/15/2021

Requestor information:

FIRST 2 AID EMS, INC

1006 WINDMILL GROVE CIR
ORLANDO, FL 32828-7238

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
██████████1163	Chase Total Business Checking	04/09/2018	██████████	██████████
Customer Information				
FIRST 2 AID EMS, INC		Sole Owner		
BRANDY LYNN LUCZYWO		Signer		
CHRISTOPHER W LUCZYWO		Signer		

Deposit Account Balance Summary request completed by:

HANNAH EDWARDS
(407) 277-0603
Waterford Lakes

PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

This letter is written as a matter of business courtesy, without prejudice, and is intended for the confidential use of the addressee only. No consideration has been paid or received for the issuance of this letter. The sources and contents of this letter are not to be divulged and no responsibility is to attach to this bank or any of its officers, employees or agents by the issuance or contents of the letter which is provided in good faith and in reliance upon the assurances of confidentiality provided to this bank. Information and expressions of opinion of any type contained herein are obtained from the records of this bank or other sources deemed reliable, without independent investigation, but such information and expressions are subject to change without notice and no representation or warranty as to the accuracy of such information or the reliability of the sources is made or implied or vouched in any way. This letter is not to be reproduced, used in any advertisement or in any way whatsoever except as represented to this bank. This bank does not undertake to notify of any changes in the information contained in this letter. Any reliance is at the sole risk of the addressee.

10-11kg Purple Pouch (Inside Main Pocket)

Part Description	Cabinet PAR	Part Number	Part Price	Total
ETT - 4.0	1	4998532	1.63	\$1.63
IV Cath 20g	1	829782	1.65	\$1.65
IV Cath 22g	1	1272327	1.87	\$1.87
IV Cath 24g	1	3010023	1.89	\$1.89
Mil 1	1	7000149	4.45	\$4.45
Nasopharyngeal Airway 18Fr.	1	347240	2.68	\$2.68
OPA 60mm	1	4990529	0.22	\$0.22
Suction - Cath - 10	1	4995084	0.17	\$0.17
Syringe 10ml (No needle)	1	1031801	0.09	\$0.09
Syringe 1mL with 27g Safety Needle Hinged	1	772140	0.31	\$0.31
Syringe 3ml BD Twinpak	1	366279	0.51	\$0.51
				\$15.47

12-14kg Yellow Pouch (Inside Main Pocket)

Part Description	Cabinet PAR	Part Number	Part Price	Total
ETT - 4.5	1	241111	2.36	\$2.36
IV Cath 18g	1	326510	1.65	\$1.65
IV Cath 20g	1	829782	1.65	\$1.65
IV Cath 22g	1	1272327	1.87	\$1.87
Mil 2	1	7000150	4.45	\$4.45
Nasopharyngeal Airway 20 Fr	1	327347	2.68	\$2.68
OPA 60mm	1	4990529	0.22	\$0.22
Suction - Cath - 10	1	4995084	0.17	\$0.17
Syringe 10ml with 22g Hinged Safety Needle	1	448672	0.49	\$0.49
Syringe 1mL with 27g Safety Needle Hinged	1	772140	0.31	\$0.31
Syringe 3ml BD Twinpak	1	366279	0.51	\$0.51
				\$16.36

15-18kg White Pouch (Inside Main Pocket)

Part Description	Cabinet PAR	Part Number	Part Price	Total
ETT - 5.0	1	149619	2.62	\$2.62
IV Cath 18g	1	326510	1.65	\$1.65
IV Cath 20g	1	829782	1.65	\$1.65
IV Cath 22g	1	1272327	1.87	\$1.87
Mil 2	1	7000150	4.45	\$4.45
Nasopharyngeal Airway 22Fr	1	190279	2.68	\$2.68
OPA 60mm	1	4990529	0.22	\$0.22
Suction - Cath - 10	1	4995084	0.17	\$0.17
Syringe 10ml with 22g Hinged Safety Needle	1	448672	0.49	\$0.49
Syringe 1mL with 27g Safety Needle Hinged	1	772140	0.31	\$0.31
Syringe 3ml BD Twinpak	1	366279	0.51	\$0.51
				\$16.62

19-22kg Blue Pouch (Inside Main Pocket)

Part Description	Cabinet PAR	Part Number	Part Price	Total
ETT - 5.5	1	704454	0.69	\$0.69
IV Cath 18g	1	326510	1.65	\$1.65
IV Cath 20g	1	829782	1.65	\$1.65
Mac 2	1	7000145	4.55	\$4.55
Mil 2	1	7000150	4.45	\$4.45
Nasopharyngeal Airway 24 Fr	1	190280	2.66	\$2.66
OPA 70mm	1	4990534	0.18	\$0.18
Stylet Intubating 10Fr	1	4997064	1.36	\$1.36
Suction - Cath - 10	1	4995084	0.17	\$0.17
Syringe 10ml with 22g Hinged Safety Needle	1	448672	0.49	\$0.49
Syringe 1mL with 27g Safety Needle Hinged	1	772140	0.31	\$0.31
Syringe 3ml BD Twinpak	1	366279	0.51	\$0.51

5/3/2021

<https://first2aid.operativeiq.com/Customers/first2aid/Reports/rs.aspx?p=htmlreport&print=1&&refn=F2A+Logistics\Cabinet+parts+OPIQ>

Conforming - 2"	2	4996021	2.59	\$5.18
Conforming - 4"	2	4996025	0.27	\$0.54
Eye Pad	2	1271296	0.17	\$0.34
Nonsterile 4x4	25	1014336	0.01	\$0.27
Petroleum Gauze	2	2880324	0.54	\$1.07
Sterile - 4x4	10	1010005	0.04	\$0.38
Tape 1" - Paper (Micropore Tape)	1	944358	0.64	\$0.64
Tape 1" - Silk-Like Cloth (Durapore)	1	455534	0.62	\$0.62
Trauma Shears - 7.25"	1	4995727	0.86	\$0.86
Triangular Bandage	2	1124-32400	0.26	\$0.52
				\$49.53

Action Cabinet (Top Drawer)

Part Description	Cabinet PAR	Part Number	Part Price	Total
Alcohol Preps	20	225940	0.02	\$0.48
Extension Sets	3	5078049	1.31	\$3.93
IV Cath 14g	1	3010017	1.89	\$1.89
IV Cath 16g	1	3010018	1.89	\$1.89
IV Cath 18g	3	326510	1.65	\$4.95
IV Cath 20g	3	829782	1.65	\$4.96
IV Cath 22g	3	1272327	1.87	\$5.61
IV Cath 24g	3	3010023	1.89	\$5.66
IV Start Kit	3	4998066	0.72	\$2.16
Label Medication Permanent Fluorescent Red	10	1191597	0.01	\$0.14
Needle - 18g	1	414526	0.17	\$0.17
Needle - 20g	1	1031790	5.81	\$5.81
Needle - Filter	4	113844	0.40	\$1.60
Needle 25gx1" Safety	1	9007655	4.51	\$4.51
Nonsterile 2x2	1	1019278	1.02	\$1.02
NS Flush 10mL	10	445292	0.37	\$3.70
Stop Cock - 4 Way	2	6783733	2.10	\$4.20
Syringe 10ml with 22g Hinged Safety Needle	2	448672	0.49	\$0.98
Syringe 1mL with 27g Safety Needle Hinged	2	772140	0.31	\$0.61
Syringe 20ml (No needle)	1	1031802	0.22	\$0.22
Syringe 3ml BD Twinpak	4	366279	0.51	\$2.05
Syringe 5cc BD Twinpak	2	371051	0.51	\$1.03
Syringe 60mL (leur lock/cath)	1	1329401	0.73	\$0.73
Tourniquet "IV restriction band" - Blue	3	3386244	0.84	\$2.52
Veni-Gard TM	3	191972	0.46	\$1.38
				\$62.19

ALS Medications

Part Description	Cabinet PAR	Part Number	Part Price	Total
Adenosine 6mg/2ml Vials	4	1264713	3.54	\$14.16
Albuterol (Inhalation Solution 0.083% 3ml 2.5/3mL)	5	1194529	0.12	\$0.62
Amiodarone 150mg/3mL Vials	6	1380951	1.62	\$9.74
Aspirin	1	1200798	0.71	\$0.71
Atropine 1mg/10mL Syringe	3	1149514	10.54	\$31.62
Atrovent (Ipratropium Bromide 0.5mg/2.5mL)	5	1162118	2.96	\$14.80
Bumetanide 2.5mg/10mL	1	1255994	3.36	\$3.36
Calcium Chloride Inj Ansyr Plastic Syringe 10% PF/N-R 10mL/Ea	1	2487214	9.45	\$9.45
Cefazolin Sodium Powder Injection SDV 1gm/vl	2	2480757	1.59	\$3.18
Dextrose 25% 2.5 Grams Syringe	1	2486407	11.30	\$11.30
Dextrose 50% 25g/50ml Inj USP	1	2480724	12.12	\$12.12
Diphenhydramine 50mg/mL Vial	3	2585924	1.79	\$5.37
Duoneb 0.5mg&3mg/3ml (Ipratropium/Albuterol Bromide Inhalation Solution 0.5/3mg 3ml)	5	1314906	0.18	\$0.90
Epi 1:1,000 1mg/mL Ampule	2	1289991	13.77	\$27.53
Epi 1:10,000 10mL	3	1046844	7.20	\$21.60
Etomidate 20mg/10mL Vials	3	2580098	7.84	\$23.52
Furosemide Inj (Lasix) 40mg/4ml Vial	1	1154547	5.32	\$5.32
Haloperidol 5mg/1mL	2	1219860	1.24	\$2.48

Paper Recording Chart For Zoll X-Series	1	7006159	2.60	\$2.60
Stat-Padz (AED Pads) Electrode (CPR use ONLY)	1	1119986	66.10	\$66.10
Stat-Padz (AED padz for cardiovert) Adult Zoll	1	3449198	38.96	\$38.96
Stat-Padz II (AED Padz) Pediatric Solid Polymer Hydrogel	1	1168952	61.49	\$61.49
Urinal - Male	2	1004606	0.33	\$0.66
				\$185.93

Cabinet 5 (Van)

Part Description	Cabinet PAR	Part Number	Part Price	Total
Ambu PEEP	1	9855168	2.65	\$2.65
BVM - Adult	1	1063651	9.28	\$9.28
BVM - Infant	1	4999928	9.70	\$9.70
BVM - Pediatric	1	4996431	10.08	\$10.08
Cricothyrotomy Kit 6.0	1	7532319	17.22	\$17.22
I Gel 3	1	961009	32.08	\$32.08
I Gel 4	1	961010	23.85	\$23.85
I Gel 5	1	961011	23.85	\$23.85
				\$128.71

Cabinet 6 (Van)

Part Description	Cabinet PAR	Part Number	Part Price	Total
Colormetric - > 15kg (Adult)	1	1842334	9.68	\$9.68
Colormetric <15kg (Pedi)	1	8601201	9.80	\$9.80
ETCO2 - Inline (Filtered sample line)	4	7003830	6.99	\$27.96
ETCO2 - NC - Adult	3	3735386	10.62	\$31.86
ETCO2 - NC - Pediatric	2	632735	13.80	\$27.60
Mask Aerosol Adult Clear/Green w/o Tubing	2	6680842	0.40	\$0.81
Mask Oxygen Air life Venturi Style Adult	1	1083306	1.84	\$1.84
Nasal Canula - Adult	2	911722	0.30	\$0.60
Nasal Canula - Child	2	9007034	0.30	\$0.60
Nasal Canula - Infant	1	4998042	1.02	\$1.02
Neb Set	1	1125617	0.84	\$0.84
Nebulizer with Mask, Pediatric	2	1125619	0.90	\$1.80
Non Rebreathing Mask (NRB) - Adult	2	7925463	1.03	\$2.06
Non Rebreathing Mask - NRB - Infant	1	4998044	1.00	\$1.00
Non Rebreathing Mask -NRB - Child	2	1207139	1.71	\$3.42
Oxygen Supply Tubing Supply Flex Vinyl 7'	2	37362	0.30	\$0.60
Stoma Mask	2	1168035	0.99	\$1.98
				\$123.47

Cabinet 7 (Van)

Part Description	Cabinet PAR	Part Number	Part Price	Total
Bulb Syringe	1	9875548	0.61	\$0.61
OB Kit	2	7537874	6.26	\$12.52
Posey Restraints	2	4990588	3.25	\$6.50
Stomach Tubing 16Fr (EMS)	1	4999056	1.18	\$1.18
Stomach Tubing 18Fr (EMS)	1	4999058	1.03	\$1.03
Suction - Cath - 12	1	4995327	0.17	\$0.17
Suction - Cath - 06	1	4997346	0.14	\$0.14
Suction - Cath - 08	1	4995810	0.17	\$0.17
Suction - Cath - 10	1	4995084	0.17	\$0.17
Suction - Cath - 14	1	4995085	0.17	\$0.17
Suction - Cath - 16	1	4995086	0.17	\$0.17
Suction - Cath - 18	1	4995930	0.17	\$0.17
Suction - Meconium Aspirator	1	1367769	7.68	\$7.68
Suction - Tubing	1	8310380	0.66	\$0.66
Suction Canister Liner McKesson 1500 mL Pour Lid	1	1132473	2.03	\$2.03
Suction Canister w/Lid 1200mL	1	161355	3.71	\$3.71
Yankauer	1	7006162	0.40	\$0.40
				\$37.48

NS Flush 10mL	3	445292	0.37	\$1.11
				\$3.10

CCT Pocket 6 (Left back)

Part Description	Cabinet PAR	Part Number	Part Price	Total
NS 0.9% 100mL	1	1354402	1.61	\$1.61
NS 0.9% 50mL	1	1354398	1.55	\$1.55
				\$3.16

CCT Top Flap (Bottom Left)

Part Description	Cabinet PAR	Part Number	Part Price	Total
ETCO2 - Inline (Filtered sample line)	2	7003830	6.99	\$13.98
Sensor Adhesive M-LNCS For SpO2 Neonatal/Adult Single	1	1217434	16.03	\$16.03
				\$30.01

CCT Top Flap (Bottom Right)

Part Description	Cabinet PAR	Part Number	Part Price	Total
Elbow Vent - Air Life	2	1084702	0.38	\$0.76
Tracheostomy Mask Adult	1	1332063	0.83	\$0.83
				\$1.59

CCT Top Flap (Top Left)

Part Description	Cabinet PAR	Part Number	Part Price	Total
Filter- Breathing Circuit/Viral Filter	2	BV001	2.00	\$4.00
				\$4.00

CCT Top Flap (Top Right)

Part Description	Cabinet PAR	Part Number	Part Price	Total
HME Inline Filter	2	1141847	1.34	\$2.68
				\$2.68

Cold Drug Box

Part Description	Cabinet PAR	Part Number	Part Price	Total
Cardizem (Diltiazem) 25mg/5mL	2	1243563	3.64	\$7.28
Famotidine 10mg/2mL Vial	2	1314549	1.13	\$2.26
NS 0.9% 1000ml	2	186660	39.09	\$78.18
Rocuronium Bromide 10mg/mL; 10ml	2	1006741	6.79	\$13.59
Succinylcholine 200mg/20mg/mL	2	2480754	16.78	\$33.56
				\$134.87

Extrication Bag

Part Description	Cabinet PAR	Part Number	Part Price	Total
Backboard - (orange) Straps (Extra)	3	1112873	4.62	\$13.86
C-Collar (Perfit ACE) Adult Adjustable	3	9851122	4.99	\$14.97
C-Collar - Pediatric - Adjustable	2	9856604	5.99	\$11.98
Instant Immobilizer - Child	1	7000877	3.31	\$3.31
Instant Immobilizer Head Adult	1	7000879	2.75	\$2.75
				\$46.87

Intubation Kit- Jump Bag (Side Pocket)

Part Description	Cabinet PAR	Part Number	Part Price	Total
Batteries - Size C	2	901-MN1400R4Z	7.99	\$15.98
Colormetric - > 15kg (Adult)	1	1842334	9.68	\$9.68
ETCO2 - Inline (Filtered sample line)	1	7003830	6.99	\$6.99
ETT - 6.0	1	704455	1.44	\$1.44
ETT - 6.5	1	704462	0.69	\$0.69
ETT - 7.0	1	349779	5.02	\$5.02
ETT - 7.5	1	1068250	4.93	\$4.93
ETT - 8.0	1	349781	5.02	\$5.02
ETT - 8.5	1	146251	2.60	\$2.60

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Mega Mover	2	546182	20.69	\$41.38
Waterproof Pillow	2	4990481	1.93	\$3.86
				\$60.56

Sliding drawer (Van)

Part Description	Cabinet PAR	Part Number	Part Price	Total
Backboard - Long	1	500326	122.44	\$122.44
Cardboard Splint 18x9	2	4990545	1.64	\$3.28
				\$125.72

Zoll X Series Monitor

Part Description	Cabinet PAR	Part Number	Part Price	Total
Defib Quick Combo Cable - Lifepak	1	1045832	299.42	\$299.42
Electrodes - Adult - 50 pack	1	8403203	9.90	\$9.90
ETCO2 - Inline (Filtered sample line)	1	7003830	6.99	\$6.99
ETCO2 - NC - Adult	1	3735386	10.62	\$10.62
Glucosemeter - ReliOn Prime Blood Glucose Monitoring System	1	556621084	9.00	\$9.00
Glucose Strips - ReliOn Prime	1	550451567	9.00	\$9.00
Lancet Safety Press 18gx1.8mm Green	5	9007993	0.42	\$2.10
Multi Pads - Adult (AED) - Zoll	1	1127167	16.54	\$16.54
Multi Pads - Pedi (AED) - Zoll	1	1127164	16.54	\$16.54
Paper - Zoll	1	4999530	3.94	\$3.94
Razors	2	1113336	0.19	\$0.38
				\$384.43

ALS Medications

Part Description	Cabinet PAR	Part Number	Part Price	Total
Adenosine 6mg/2ml Vials	4	1264713	3.54	\$14.16
Albuterol (Inhalation Solution 0.083% 3ml 2.5/3mL)	5	1194529	0.12	\$0.62
Amiodarone 150mg/3mL Vials	6	1380951	1.62	\$9.74
Aspirin	1	1200798	0.71	\$0.71
Atropine 1mg/10mL Syringe	3	1149514	10.54	\$31.62
Atrovent (Ipratropium Bromide 0.5mg/2.5mL)	5	1162118	2.96	\$14.80
Bumetanide 2.5mg/10mL	1	1255994	3.36	\$3.36
Calcium Chloride Inj Ansyr Plastic Syringe 10% PF/N-R 10mL/Ea	1	2487214	9.45	\$9.45
Cefazolin Sodium Powder Injection SDV 1gm/vl	2	2480757	1.59	\$3.18
Dextrose 25% 2.5 Grams Syringe	1	2486407	11.30	\$11.30
Dextrose 50% 25g/50ml Inj USP	1	2480724	12.12	\$12.12
Diphenhydramine 50mg/mL Vial	3	2585924	1.79	\$5.37
Duoneb 0.5mg&3mg/3ml (Ipratropium/Albuterol Bromide Inhalation Solution 0.5/3mg 3ml)	5	1314906	0.18	\$0.90
Epi 1:1,000 1mg/mL Ampule	2	1289991	13.77	\$27.53
Epi 1:10,000 10mL	3	1046844	7.20	\$21.60
Etomidate 20mg/10mL Vials	3	2580098	7.84	\$23.52
Furosemide Inj (Lasix) 40mg/4ml Vial	1	1154547	5.32	\$5.32
Haloperidol 5mg/1mL	2	1219860	1.24	\$2.48
Ketorolac 30mg/mL in 1ml	2	1028390	6.28	\$12.56
Labetalol 100mg, 20ml (1vial/box)	1	1363604	4.39	\$4.39
Levalbuteral 0.63/3mL	4	1381150	0.62	\$2.48
MAD Mucosal Atomization Device with 1mL Syringe	2	4209994	6.45	\$12.90
Magnesium Sulfate Injection SDV 50% 10mL 25/Bx	1	1314652	2.03	\$2.03
Narcan 2mg/2mL prefilled syringe	2	2480609	42.63	\$85.26
Nitro-Bid 30gm/Tube	1	1910001	43.68	\$43.68
Ondansetron (Zofran 4mg/2mL Vial)	2	1113028	0.84	\$1.68
Ondansetron (Zofran ODT 4mg Tablets)	5	1355893	0.14	\$0.68
Racemic Epi	2	512106	2.29	\$4.58
Sodium Bicarb 50meq	2	1191715	12.74	\$25.48
Tranexamic Acid 1g/10mL Vial	2	1365380	78.83	\$157.66
				\$551.17

**EMERGENCY AND NON-EMERGENCY MEDICAL TRANSPORTATION
VEHICLE INFORMATION**

EMS Provider **FIRST 2 AID EMS, INC**
Business Address **3700 COMMERCE BLVD #150**
City, State and Zip **KISSIMMEE, FL 34741**

Provider # **10004**
County **OSCEOLA**

Unit #	* Service Type	Make	Model	Year of Manfg.	Odometer Reading	V.I.N.	Passngr Capacity	Interior, Pt. Compartment			Gross Weight	Color Scheme	Insignia, Name, Monogram on Vehicle
								Height	Width	Length			
2300		Chevy	TAHOE	2006	109667	1GNEC13Z26R136218	5	N/A	N/A	N/A	9367	BLK	FIRST 2 AID
2303	Ambulance	Dodge	AMB	2016	OOS	3C6URVHG2GE104892	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID
2304	Ambulance	Dodge	AMB	2016	228604	3C6URVHG3GE104903	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID
2305	Ambulance	Dodge	AMB	2015	207712	3C6URVHG0FE516064	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID
2309	Ambulance	Ford	E-350	2011	119295	1FDWE3FS4BDB37472	5	13'	88"	72"	7500	WHT	FIRST 2 AID
2310	Ambulance	Ford	E-350	2011	220939	1FDXE4FSXBDB34926	5	13'	88"	72"	7500	WHT	FIRST 2 AID
2614	Ambulance	Ford	E-450	2012	241969	1FDXE4SXCDA70629	5	13'	88"	72"	9500	WHT	FIRST 2 AID
2615	Ambulance	Dodge	AMB	2016	230673	3C6URVHG4GE131477	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID
2616	Ambulance	Dodge	AMB	2016	231890	3C6URVHG1GE104902	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID
1701	Ambulance	Dodge	AMB	2016	217868	3C6URVHG1GE131209	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID
1702	Ambulance	Dodge	AMB	2016	167822	3C6URVHG6GE131478	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID
2600		Ford	F-350	2005	406697	1FTWW31P85EB56366	5	N/A	N/A	N/A	4900	WHT	FIRST 2 AID
2601	Ambulance	Chevy	AMB	2009	276010	1GBE4V1949F405426	5	13'	86"	74"	9500	GRN	FIRST 2 AID
2602	Ambulance	Chevy	AMB	2009	OOS	1GBE4V19X9F403308	5	13'	86"	74"	9500	GRN	FIRST 2 AID

2604	Ambulance	Chevy	AMB	2010	344627	1GB6G2B68A1124746	5	13'	86"	72"	9500	GRN	FIRST 2 AID
2608	Ambulance	Dodge	AMB	2016	230467	3C6URVHG6GE1048 ₉₄	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID
2609	Ambulance	Dodge	AMB	2016	223321	3C6URVHG7GE1049 ₀₅	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID
2610	Ambulance	Dodge	AMB	2015	218966	3C6URVHG3FE5173 ₉₉	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID
2611	Ambulance	Ford	E-450	2008	47759	1FDXE45P98DB1344 ₃	5	13'	84"	72"	7500	WHT	FIRST 2 AID
2612	Ambulance	Dodge	AMB	2016	226530	3C6URVHG5GE1049 ₀₄	5	74	5'10"	10'2"	4900	WHT	FIRST 2 AID

SIGNATURE



TITLE COO

DATE 06/23/2021

FALSE OFFICIAL STATEMENTS: § 837.06, Fla. Stat.: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

Roster 6-23-2021

Chris Lutz

Last & First Name	Position a	Level	Part-Time	CCT	Cleared	Last Hire Date	Base	FL Medical	FL License #	National Registry	National Registry	BLS	ACLS
Barnes, Hanna	EMT	EMT	checked			4/5/2021	Bay	12/1/2022	EMT572163			7/30/2022	7/30/2022
BOWMAN CREWS, KAYLA	CAPTAINS	Paramedic		checked		2/3/2020	Bay	12/1/2022	PM0528718	3/31/2021	E3420028	5/5/2021	7/30/2022
BOYAVAL, KEVIN	EMT	EMT	checked			7/13/2024	Bay	6/1/2021	EMT562909			12/31/2022	12/31/2021
CRAIG, REBECCA	Education	Paramedic		checked		1/11/2021	Bay	12/1/2022	PM0538273	3/31/2022	M0919831		
DRUGACH, APRIL	EMT	EMT				3/9/2020	Bay	12/1/2022	EMT567571			1/31/2023	
GRIER, KIMBERLY	Paramedic	Paramedic				2/12/2020	Bay	12/1/2022	PM0511743			7/29/2022	1/30/2023
JETER, CHARLES	CAPTAINS	Paramedic		checked		4/14/2020	Bay	12/1/2022	PMD13239	3/31/2021		9/30/2021	1/30/2023
KOLMAN, DANIEL	EMT	EMT				2/1/2021	Bay	12/1/2022	EMT570366			1/30/2022	
MARSHALL, HEATHER	LIEUTENANTS	Paramedic		checked		3/5/2020	Bay	12/1/2022	PM0533823	3/31/2021	M5061664	1/30/2023	1/30/2023
MARSHALL, TERRY	Paramedic	Paramedic				3/5/2020	Bay	12/1/2022	PM0526494			1/30/2022	1/30/2022
MORTZ, LANA JEAN	EMT	EMT	checked			12/9/2020	Bay	12/1/2022	EMT571486	1/1/2022		1/1/2022	2/28/2022
Paros, Alex	Paramedic	Paramedic	checked			2/1/2021	Bay	12/1/2022	PM0530750	12/1/2022		1/30/2023	1/30/2023
PETERS, MYLON	Paramedic	Paramedic	checked			3/23/2020	Bay	12/1/2022	PM0527012			1/30/2023	1/31/2023
RAVENEL, MICHAEL	Paramedic	Paramedic	checked			8/20/2019	Bay	12/1/2022	PM0511198			1/31/2023	
ROBERTS, RICHARD	EMT	EMT				8/21/2019	Bay	12/1/2022	EMT565436	3/31/2021	E3459698	1/31/2023	
SMITH, TAYLOR	Paramedic	Paramedic	checked			9/23/2020	Bay	12/1/2022	PM0537402	3/31/2021	E3433326	6/30/2021	12/30/2021
Tucker, Preston	EMT	EMT				5/3/2021	Bay	12/1/2022	EMT56971	3/31/2023	E3273045	2/28/2023	
WALDORFF, BRANDON	BATALION CHIEF	Paramedic		checked		6/7/2019	Bay	12/1/2022	PM0530430			5/30/2021	7/30/2021
WARD, ADANA	EMT	EMT				6/22/2020	Bay	12/1/2022	EMT56014				
Weiss, Alex	Paramedic	Paramedic				4/19/2021	Bay	12/1/2022	PM0536708	3/31/2022	M5073430	6/30/2022	6/30/2022
** NEW HIRE **	Candidate	Paramedic						10/1/2022	537822			2/1/2023	12/1/2021
BAILES, ELIJAH	EMT	EMT				11/28/2018	Osceola	6/1/2021	EMT280069			8/30/2022	
Baker, Cody	EMT	EMT				5/3/2021	Osceola	12/1/2022	573291	3/31/2023	E3585536	8/1/2021	
BANE, MATTHEW	CAPTAINS	Paramedic				2/3/2020	Osceola	6/30/2021	PM0536534			8/30/2022	2/28/2022
BAUER, ANDREAS	Paramedic	Paramedic				9/7/2020	Osceola	12/1/2022	PM0534499			9/30/2021	12/30/2022
BRITO, KEVIN	Paramedic	Paramedic		checked		12/7/2020	Osceola	12/1/2022	PM0515876			11/30/2021	
BURKE, HEATHER	CAPTAINS	Paramedic				9/20/2018	Osceola	12/1/2022	PMD18667			2/28/2021	5/31/2021
Campbell, Andrew	Paramedic	Paramedic				5/3/2021	Osceola	12/1/2022	PMD 526985	3/31/2023	M5034324	2/28/2021	3/30/2022
CASTILLO, GUYATT	Paramedic	Paramedic		checked		1/1/2019	Osceola	12/1/2022	PM0523525				
Charles, Jeff	EMT	EMT				5/3/2021	Osceola	12/1/2022	EMT572958				
Dukes, Brandon	Paramedic	Paramedic		checked		2/1/2021	Osceola	12/1/2022	PM0537046	3/31/2023	M5040849	8/10/2022	8/11/2022
FIRMIN, JACOB	EMT	EMT				12/7/2020	Osceola	6/30/2021	EMT565041			8/30/2021	
Flom, Julie	EMT	EMT				2/1/2021	Osceola	12/1/2022	EMT571901	3/31/2023	E3570215	9/30/2022	
GORT, NICHOLAS	EMT	EMT				11/9/2020	Osceola	12/1/2022	EMT570863			3/30/2022	
HALTEMAN, BRIAN	CAPTAINS	Paramedic				1/1/2019	Osceola	12/1/2022	PM0531221			4/30/2022	
Heil, Lisa	EMT	EMT				5/3/2021	Osceola	12/1/2022	EMT 548553	3/31/2022	E3500594	8/7/2022	
HENRIQUEZ, ADAN	Paramedic	Paramedic				6/4/2018	Osceola	12/1/2022	PM0527052			12/30/2022	12/30/2022
HODGES, MAXWELL	EMT	EMT				7/21/2020	Osceola	12/1/2022	EMT569170	3/31/2022	E3504215	1/30/2022	
HOGANCAMP, GREGORY	CAPTAINS	Paramedic				10/5/2020	Osceola	12/1/2022	PM0525666			3/30/2023	
HOWARD, JACOB	EMT	EMT				9/16/2020	Osceola	12/1/2022	EMT570539			5/30/2022	12/30/2022
Hsiao, Patrick	EMT	EMT				5/3/2021	Osceola	12/1/2022	EMT564222	3/31/2023	E3445765	9/8/2020	
KAUFMAN, MELISSA	Paramedic	Paramedic				1/1/2019	Osceola	12/1/2022	PM0514530			6/30/2019	10/30/2022
KEALHOFFER, STARR	Paramedic	Paramedic				6/1/2019	Osceola	12/1/2022	PMD0305138			10/1/2021	10/1/2021
Keith, Chris	Paramedic	Paramedic				5/3/2021	Osceola	12/1/2022	PM0527019			12/30/2022	7/30/2021
KNOST, DEREK	CAPTAINS	Paramedic				2/1/2019	Osceola	12/1/2022	PM0536502			12/30/2022	1/30/2022
Lujan, Bryan	Paramedic	Paramedic				3/31/2021	Osceola	12/1/2022	PM0525355			6/30/2021	6/1/2021
MARTINEZ, DAVID	Paramedic	Paramedic				5/18/2020	Osceola	12/1/2022	PM0533238			2/28/2022	
MASSARELLI, PAUL	BATALION CHIEF	Paramedic				8/11/2020	Osceola	12/1/2022	PM0537027			2/28/2022	
MASSARELLI, RYAN	EMT	EMT				9/1/2020	Osceola	12/1/2022	EMT570201			2/28/2022	
Miranda, Samantha	EMT	EMT				5/3/2021	Osceola	12/1/2022	572386	3/21/2023	E3576395	3/27/2023	

NEUENS, BRANDYN	EMT	EMT		11/16/2020	Osceola	12/1/2022	EMTS71224	3/31/2023	E3598237	4/30/2021	
Newins, Conrad	EMT	EMT			Osceola	12/1/2022	EMT 573755				
Ortiz, Josue	Paramedic	Paramedic		2/1/2021	Osceola	12/1/2022	PMD535035	3/31/2023	E3598237	9/30/2022	
Powell, Michael (Zach)	EMT	EMT			Osceola	12/1/2022	567452	3/31/2022	E3493624	8/21/2020	
QUINBY, CHRISTOPHER	CAPTAINS	Paramedic		7/23/2020	Osceola	12/1/2022	PMD536917			12/30/2022	
RALSTON-CRANDALL, RILEY	EMT	EMT		7/24/2020	Osceola	12/1/2022	EMTS69815			9/30/2021	
RICHMOND, DESMOND	EMT	EMT		8/14/2020	Osceola	6/1/2021	EMTS52293			12/30/2021	
ROSADO - VALE, JASON	EMT	EMT		3/7/2019	Osceola	6/1/2021	EMTS52293	3/31/2022	E3526146	2/28/2023	
SCHILKE, BRITTNI	EMT	EMT		9/11/2020	Osceola	12/1/2022	EMTS69546			11/30/2021	
SIANDRE-SMART, ALEANDRA	EMT	EMT		11/9/2020	Osceola	6/1/2021	EMTS68604			12/30/2022	
SMITH, BRANDON	Paramedic	Paramedic		5/3/2021	Osceola	12/1/2022	PMD 538191	3/31/2022	M5034999	3/31/2022	2/28/2023
SOUZA, WEDJA	Paramedic	Paramedic	checked	3/7/2019	Osceola	12/1/2022	PMD527832			1/31/2022	1/30/2022
SWEARINGEN, CHARLES	Education	Paramedic	checked		Osceola						
THOMPSON, JUSTIN	EMT	EMT			Osceola						
VILLA, BLAKE	EMT	EMT		5/18/2020	Osceola	12/1/2022	EMTS66744			9/30/2021	
VON KOSSOVSKY, JASON	EMT	EMT		3/17/2020	Osceola	6/1/2021	EMTS66593			9/30/2021	
** Other **					Osceola	12/1/2022	EMTS20051			12/30/2021	
Baker, Kyle	Paramedic	Paramedic			Other						
Frazier, Dennis	Paramedic	Paramedic			Orientation						1/31/2022
McClendon, Tyrone	EMT	Paramedic			Orientation						
Newins, Conrad	EMT	EMT			Orientation						
Olsen, Brittany	Paramedic	Paramedic			Orientation	12/1/2022	538282	3/31/2023	M5062530	12/30/2022	3/31/2022
Powell, Michael (Zach)	EMT	EMT			Orientation	12/1/2022	567452			2/28/2022	
Solarino, Jacqueline	EMT	EMT			Orientation						



Department of Health

License Verification

FIRST 2 AID EMS, INC.

License Number: ALS10004

Data As Of 6/11/2021

Printer Friendly Version



License Information	Secondary Locations	Discipline/Admin Action	Supervising Practitioners	Subordinate Practitioners	
Name	Relationship	Profession	License	Effective Date	
1FDWE3FS4BDB37472	PERMIT	VEHICLE PERMIT (ALS)	23275	11/13/2020	
1FDWE3FS4BDB37472	PERMIT	VEHICLE PERMITS (BLS)	6209	11/13/2020	
1FDXE45P98DB13443	PERMIT	VEHICLE PERMIT (ALS)	23266	11/12/2020	
1FDXE45P98DB13443	PERMIT	VEHICLE PERMITS (BLS)	6200	11/12/2020	
1FDXE4FSXBDB34926	PERMIT	VEHICLE PERMIT (ALS)	23276	11/13/2020	
1FDXE4FSXBDB34926	PERMIT	VEHICLE PERMITS (BLS)	6210	11/13/2020	
1FDXE4FSXCDA70629	PERMIT	VEHICLE PERMIT (ALS)	23265	11/12/2020	
1FDXE4FSXCDA70629	PERMIT	VEHICLE PERMITS (BLS)	6199	11/12/2020	
1GBE4V1939F403537	PERMIT	VEHICLE PERMIT (ALS)	22120	3/21/2019	
1GBE4V1949F405426	PERMIT	VEHICLE PERMIT (ALS)	21414	4/20/2018	
1GBE4V1979F403895	PERMIT	VEHICLE PERMIT (ALS)	22118	3/21/2019	
1GBE4V19X9F401543	PERMIT	VEHICLE PERMIT (ALS)	21906	11/29/2018	
1GBE4V19X9F403308	PERMIT	VEHICLE PERMIT (ALS)	21413	4/20/2018	
1GDE4V1908F400360	PERMIT	VEHICLE PERMIT (ALS)	21905	11/29/2018	
1GDE4V1948F400684	PERMIT	VEHICLE PERMIT (ALS)	21904	11/29/2018	
1GDE4V19989F404450	PERMIT	VEHICLE PERMIT (ALS)	22119	3/21/2019	



e Department of Health

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Relationship	Profession	License	Effective Date
PERMIT	VEHICLE PERMIT (ALS)	23268	11/12/2020
PERMIT	VEHICLE PERMITS (BLS)	6202	11/12/2020

Click on the License Number to view License Details for that Practitioner

[Back](#)

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June 25, 2021

To whom it may concern:

First 2 Aid EMS, Inc in conjunction with it's Medical Director, Dr. David Arbona-Calderon, attest that all ALS providers within the company are certified and authorized by the State of Florida Health Department to provide ALS level care throughout the State of Florida.

Signed:

A handwritten signature in black ink, appearing to read "Brandy Luczywo", written over a horizontal line.

Brandy Luczywo
President
First 2 Aid EMS, Inc

David A. Arbona Calderon

Dr. David Arbona-Calderon
Medical Director
First 2 Aid EMS, Inc

3700 Commerce Blvd. Suite 150, Kissimmee, FL 34741 |

Phone: 407.777.4322

Web: www.first2aidems.com | Email: info@first2aid.com



FIRS2AI-01

HRIVERA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2020

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
Construction Casualty Insurance, LLC
3637 4th Street North
Suite 310
Saint Petersburg, FL 33704

CONTACT NAME: Holly Rivera

PHONE (A/C, No, Ext): (727) 755-7541

FAX (A/C, No):

E-MAIL ADDRESS: hriviera@cci-ins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Arch Insurance Company

11150

INSURER B : Benchmark

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
First 2 Aid EMS, Inc.
3700 Commerce Boulevard
Kissimmee, FL 34741

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	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MAPK08405601	9/25/2020	9/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 SEXUAL OR PHYSI \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MAPK08405601	9/25/2020	9/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	FPD201227-00	10/8/2020	9/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabili			MAPL20007101	9/25/2020	9/25/2021	General Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
To request changes or endorsements, please contact HRiviera@cci-ins.com

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

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

FIRST2AID EMS RATE SHEET

SERVICE TYPE	HCPC	YEAR	PUBLISHED RATE	CONTRACT RATE/MCR	MCD
MILEAGE	A0425	2020	\$13.50	\$7.63	\$0
ALS NON-EMERGENCY	A0426		\$650.00	\$272.36	\$190.00
ALS EMERGENCY	A0427		\$750.00	\$431.22	\$190.00
BLS NON-EMERGENCY	A0428		\$500.00	\$226.97	\$136.00
BLS EMERGENCY	A0429		\$600.00	\$363.14	\$136.00
SCT-	A0434		\$1,300.00	\$737.64	\$295.00
ALS II	A0433		\$950	\$624.15	\$250.00
A0499		\$		NON COVERED MILEAGE	\$NEGOTIATED (QN)

AIR AMBULANCE

FIXED WING	A0430	CONTACT COORDINATOR
ROTARY WING	A0431	CONTACT COORDINATOR
MILEAGE FIXED WING	A0435	CONTACT COORDINATOR
MILEAGE ROTARY WING	A0436	CONTACT COORDINATOR

**PUBLISHED RATES ARE SUBJECT TO CHANGE

*CONTACT EVENT COORDINATOR FOR STAND-BY AND SPECIAL EVENT RATES

MEDICAL TRANSPORTATION SERVICES AGREEMENT

THIS MEDICAL TRANSPORTATION SERVICES AGREEMENT (“**Agreement**”) is made and entered into this 21 day of July, 2021 (“**Effective Date**”), by and between Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Orlando, a Florida not for profit corporation, with offices located at 601 E. Rollins Street, Orlando, Florida 32803 (hereinafter referred to as “**Hospital**”); and First 2 Aid EMS, Inc a *for profit organization*, with offices located at 3700 Commerce Blvd Ste 150, Kissimmee, FL 34741 (hereinafter referred to as “**Provider**”). Hospital and Provider may be individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. In furtherance of its charitable mission and purpose, Hospital owns and operates a licensed general acute health care facility via several location throughout Central Florida that provides, medical and surgical services to members of the community who require such services;

B. Provider and its employees, agents and representatives are duly licensed, registered, and/or certified to provide the Services, as defined below, in accordance with applicable laws and community custom; and

C. Hospital desires to engage Provider to provide the Services to its Patients who require such services and Provider agrees to provide the Services on behalf of Hospital in accordance with all applicable state and federal laws, rules and regulations and the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the receipt and sufficiency of which are hereby acknowledged, it is now mutually agreed upon by the Parties hereto as follows:

ARTICLE I Definitions

Unless otherwise clearly required by the context of this Agreement, the terms set forth below shall have the following meanings ascribed thereto:

1.1 **Board.** “Board” shall mean the Board of Directors of the Hospital, unless the context of the Agreement clearly refers to another organization.

1.2 **Hospital.** “Hospital” shall mean Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Orlando and its affiliated facilities as set forth in Schedule 1.2, attached hereto and incorporated herein by this reference, as may be amended by from to time.

1.3 **Hospital Contact Person.** “Hospital Contact Person” shall mean the Hospital designated title or individual listed on **Schedule 1.4** (as may be changed from time to time by Hospital in Hospital’s sole discretion), attached hereto and incorporated herein by reference, to whom the Provider shall report and be accountable under this Agreement.

1.5 **Hospital Executive.** “Hospital Executive” means the Hospital designated vice president or higher listed on **Schedule 1.5** (as may be changed from time to time by Hospital in Hospital’s sole discretion), attached hereto and incorporated herein by reference, who is ultimately responsible for the oversight and delivery of the Services at Hospital.

1.6 **Hospital Policies.** “Hospital Policies” shall mean and include the bylaws and rules of the Hospital, the bylaws and rules of the Medical Staff as approved by the Board, and other established policies, practices and procedures of the Hospital.

1.7 **Medical Staff.** “Medical Staff” shall mean the Medical Staff of the Hospital.

1.8 **Patient.** “Patient” shall mean an individual who is enrolled either as an inpatient or outpatient at the Hospital.

1.9 **Provider Personnel.** “Provider Personnel” shall also mean the individual or individuals who is/are an employee(s) of, or otherwise contracts with, Provider to provide Services on behalf of Provider.

1.10 **Services.** “Services” shall mean emergency and non-emergency medical transportation and related activities and services. Provider assumes sole responsibility for and shall, through the Provider Personnel, provide medical care for Patients during medical transportation in accordance with Providers's protocols. Provider shall provide Hospital Contact Person with copies of its protocols and any amendments or revisions thereto.

ARTICLE II

Responsibilities of Provider

2.1 **Engagement.** The Hospital hereby engages the Provider to perform the Services described herein in accordance with the terms, conditions, restrictions, set forth in this Agreement, and the Provider accepts the engagement. In performing its obligations under this Agreement, Provider shall not be precluded from offering the same or similar services to parties, other than the Hospital, it being specifically understood that the Hospital is entering into this Agreement with the Provider on the basis that the Provider is “engaged in the business” of offering the Services to members of the health care industry in addition to that of the Hospital.

2.2 Qualifications of Provider Personnel. Each Provider Personnel assigned to provide Services pursuant to this Agreement shall at all times during the Term of the Agreement be a person who: (a) is nationally licensed and/or certified to provide Services in the state of Florida; (b) maintains all applicable licenses, registrations, certifications or otherwise to provide Services, as well as meets all other qualifications of any governmental or quasi-governmental authority, board, association, or otherwise to provide Services; (c) meet any other requirements as Hospital may reasonably request from time to time.

2.3 Duties of Provider. The Provider shall cause all Provider Personnel assigned to provide Services pursuant to this Agreement to exert best efforts and devote sufficient time and attention to the provision of Services as needed or in accordance with the schedule agreed to by the Parties from time to time. Provider shall cause all Provider Personnel to render Services to Patients under this Agreement in accordance with Hospital Policies, applicable law and community standards. Provider shall cause all Provider Personnel to comply with the terms and provisions of this Agreement including, without limitation, compliance with all Hospital Policies to the extent applicable. Provider is solely responsible to ensure that all Provider personnel meet all qualifications and requirements as outlined in this Agreement.

2.4 Equipment Cleaning and Maintenance. Provider shall be responsible for properly cleaning and maintaining all equipment and vehicles used to perform the Services between cases and properly disposing of contaminated supplies in accordance with Hospital Policies, applicable law and high-level disinfection industry standards.

2.5 Cooperation/Coordination. The management of the Hospital, in furtherance of its role as the authority responsible for the quality of care that the Hospital provides, has instituted a Governance Program as listed on **Schedule 2.5**, attached hereto and incorporated herein. The Provider agrees that, as required by Hospital, Provider will, and will cause the Provider Personnel to, participate in the Governance Program and shall adhere to all guidelines, policies, procedures, rules and regulations adopted by the Governance Program, as well as attendance of at least one (1) Provider representative at each scheduled meeting. Provider and Provider Personnel will assist Hospital in developing policies and procedures on any new Service modalities and will assist Hospital Personnel in reviewing and recommending changes to current policies and procedures on an annual basis.

2.6 Annual Evaluation. Annually, the Provider will evaluate each Provider Personnel assigned to perform the Services.

2.7 Quality Metrics.

2.7.1 Quality Metrics. The Provider will work with the Hospital to develop quality metrics applicable to the Services. The Hospital has created initial quality metrics that are attached hereto as **Schedule 2.7.1** and are incorporated herein by this reference. The Provider will, and will cause the Provider Personnel to, participate in, and comply with, the Hospital's quality metrics as the same may be revised from time to time.

2.8 **Reports.** Provider will complete such reports as may be reasonably required by Hospital under this Agreement. Specifically, and without limitation, the Provider shall submit to the Hospital Contact Person the following written reports, in a format reasonably acceptable to Hospital, on or before the fifth (5th) day of each month (unless otherwise specified in each below Subsection) to evidence Provider's and Provider Personnel's compliance with the terms and provisions of this Agreement:

2.8.1 Duties of Provider (Section 2.3). The Provider will submit a written report to the Hospital Contact Person outlining Provider's compliance with Section 2.3 of this Agreement.

2.8.2 Quality Metrics (Section 2.7.1). The Provider will submit a monthly written report to the Hospital Contact Person outlining Provider's compliance with the Quality Metrics referenced in accordance with Section 2.7.1 above and described in Schedule 2.7.1.

2.8.3 Event Reporting. In addition to performing those obligations identified elsewhere in this Section 2.8, as well as the Agreement, Provider shall impose a duty on all Provider Personnel to immediately report to the Hospital Contact Person any event that might result in possible patient injury resulting from a Provider Personnel's provision of Services at the Hospital.

2.8.4 Report to Hospital Chief Medical Officer. The Provider will submit a written report, on a quarterly basis, to the Hospital's Chief Medical Officer, with a copy to the Hospital Contact Person and the Hospital Executive, providing a summary of Provider's compliance with the terms and provisions of this Agreement including, without limitation, a summary of all of the reports listed in this Section 2.8.

2.8.5 Any Other Report. The Provider will submit a written report to the Hospital Contact Person regarding any other activity, service, or any other matter related to this Agreement, as reasonably requested by Hospital.

2.9 **Meetings.** In addition to any other meetings listed in this Agreement, Provider will participate in regular review meetings of quality, cost and care coordination scheduled by the Hospital Contact Person, the Hospital Executive or any other Hospital designee selected by either the Hospital Contact Person or Hospital Executive.

2.10 **Audits.** Provider shall meet with the Hospital Contact Person (or designee) on a monthly basis, as scheduled by the Hospital Contact Person, to conduct an audit of the Services rendered by the Provider and the Provider Personnel under this Agreement. Provider shall permit the Hospital Contact Person (or designee) to review all relevant books and records in Provider's custody, possession and control related to the Services to permit the Hospital Contact Person (or designee) to conduct the audit to Hospital's satisfaction.

2.11 **Provider Liaison.** Provider will appoint the person listed on Schedule 2.11, attached hereto and incorporated herein, as Provider's liaison to interact with, report to, and otherwise address questions to the Hospital Contact Person that may arise out of the performance of Provider's obligations under this Agreement.

2.12 **Automatic Removal of Provider Personnel.** At Hospital's sole discretion, Provider shall remove any Provider Personnel from performing Services on its behalf for any lawful reason, and such Provider Personnel shall no longer provide Services hereunder.

ARTICLE III Responsibilities of the Hospital

3.1 **Hospital Premises.** The Hospital shall provide suitable space, in Hospital's sole discretion, wherein Services are rendered.

3.2 **Provision of Information.** Hospital will provide Provider with all necessary information, to the extent available to Hospital and to the extent applicable, including, but not limited to, patient's name, address, telephone number, date of birth, diagnosis, medical history, physician's name, Medicare Number, Medicaid Number, Insurance Provider, Insurance Number, reason for transport, pickup location and destination, equipment needed, patient's length of inpatient stay, medical necessity and physicians' certifications, before, during and after the ambulance transport.

ARTICLE IV Compensation

4.1 **Compensation to Provider for Services.** Hospital will seek pre-authorizations from Medicaid and other third party payors and Provider will bill Medicaid, third party payors and the Patient for the Services. In addition, during the first 100 days of a Medicare beneficiary's inpatient stay, Provider will bill Hospital for Medicare transports which meet the Medical Necessity requirements (as defined under Medicare): (i) transports for the initial admission to a skilled nursing facility ("SNF"); (ii) transports for the final discharge from a SNF to the home (if the patient is not returned to a SNF on the same calendar day); (iii) transports for admission to the Hospital; (iv) discharges to a SNF following a Hospital admission; (v) transports to the residence for Medicare home health services; (vi) transports for dialysis; (vii) transports for emergency services in a hospital; (viii) transports back to a SNF following emergency services at the hospital; and (ix) transports to/from the hospital for MRI, CT scans, ambulatory surgery requiring an operating room, cardiac catheterization, radiation therapy, angiography, lymphatic and venous procedures. All other transports for Medicare beneficiaries during the first 100 days of a Medicare beneficiary's inpatient stay (PPS - Medicare Part A), as well as any other transports or services Hospital agrees in writing to pay for, will be billed to the Hospital at the Medicare allowable rates. Payments from Hospital to Provider for Services described above are contingent upon Provider's submission of written evidence of denial of payments from Medicaid or other third party payor to Hospital.

due to lack of pre-authorizations. After the first 100 days of a Medicare beneficiary's inpatient stay have lapsed, Provider will bill Medicare for all Medically Necessary and Medically Reasonable (as defined under Medicare) transports which meet Medicare's origin and destination coverage requirements. In the event that Hospital requests that Provider transports Patient from Hospital to another facility for any reason regardless of Medical Necessity (as defined under Medicare), Provider will bill Hospital and Hospital will compensate Provider for such transports at the Medicare allowable rates. Provider shall bill non-Medicare and non-Medicaid Patients.

4.2 Third Party or Patient Payment. For services not listed in Section 4.1, Provider shall bill Medicare, Medicaid, third party payors, or patient, including any co-payments or deductibles, in accordance with the rates set forth in Schedule 4.2, attached hereto and incorporated herein by this reference, for services for which Hospital is not guarantor of payment. Hospital will use its reasonable efforts to assist Provider in obtaining patient, third party billing or claim information and/or any other relevant information needed in order for Provider to collect payment. If Hospital determines in good faith that Services provided by Provider, based on the circumstances at the time the Services were performed, exercising reasonable judgment, were not medically necessary and Hospital denies payment, then Provider shall have the right to bill patient and/or any third party payor. Provider shall comply with all Medicare, Medicaid and other third party payor billing requirements and all applicable laws, rules and regulations in its billing practices.

4.3 Reimbursement for Uninsured or Self Pay Patients. Hospital will compensate Provider for transports provided for self-pay and uninsured Patients at the Medicare allowable rate. Such compensation shall be contingent upon Provider's compliance with the requirements set forth in Section 4.4 below.

4.4 Submission of Invoice and Billing Invoice Dispute. All invoices must be submitted to Hospital for payments within six (6) months plus thirty (30) days of the date that the services were rendered. Provider acknowledges and agrees that Hospital will not compensate Provider for invoices submitted after such period. If Hospital determines that a deficiency or deficiencies exist in Provider's invoice, Hospital shall notify Provider in writing of all such deficiencies within thirty (30) days of original receipt of Provider's invoice and shall give Provider a reasonable time to resubmit the billing for payment.

4.5 Charge Verification. Upon request, Provider shall furnish Hospital or its duly authorized representative with such documents or reports as may be reasonably necessary to verify the accuracy of Provider's charges under this Agreement.

4.6 Fair Market Value. The payment terms set forth in this Agreement have been negotiated at arm's length and in good faith by the Parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind

whatsoever to the other Party or any of its affiliates, or to any other person, or otherwise generate business between the Parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a Patient's right to choose his or her own health care provider.

ARTICLE V

Representations and Warranties of Provider

As of the Effective Date and throughout the Term of this Agreement, Provider represents, warrants and covenants to Hospital the following, which constitute a material inducement for Hospital to enter into this Agreement:

5.1. Provider and all Provider Personnel (as applicable) are participating providers in the federal health care programs under Titles XVIII and XIX of the Social Security Act, as amended;

5.2. Neither Provider nor any Provider Personnel is a party to any agreement or commitment, or subject to any restriction or agreement containing confidentiality or non-compete covenants, which impedes or prohibits Provider or any Provider Personnel from providing Services under this Agreement;

5.3. Each Provider Personnel can perform all essential functions of the Services required to be performed by each Provider Personnel with or without a reasonable accommodation;

5.4. To the best of Provider's knowledge after due investigation, there is no judgment, action, claim, suit, proceeding, administrative disciplinary action or investigation pending or threatened against Provider or any Provider Personnel and Provider is not aware of any facts or circumstances which could serve as a basis for an action, claim, suit, proceeding, administrative agency disciplinary action or investigation against Provider or any Provider Personnel, which impedes or prohibits Provider's or any Provider Personnel's ability to perform under this Agreement;

5.5. Provider agrees to promptly notify Hospital of any fact or circumstance which is discovered by Provider or any Provider Personnel after due investigation, during the Term of this Agreement, which alone or with the passage of time and/or the combination with other reasonably anticipated factors renders or could reasonably render any of these representations and warranties to be untrue;

5.6. Provider is a *for profit* corporation duly organized, validly existing under applicable state and federal law, and authorized and in good standing to transact business in Florida under the laws of the State of Florida;

5.7 Provider has full power and authority to enter into this Agreement and to perform its obligations under this Agreement;

5.8 Provider has and shall continue to operate its business in compliance with all applicable federal, state, and local laws, rules and regulations now in effect or later adopted;

5.9 Any and all Provider Personnel have and shall continue to operate in compliance with all applicable federal, state, and local laws, rules and regulations now in effect or later adopted;

5.10 Neither Provider nor any Provider Personnel is currently under any investigation, restriction, suspension or exclusion from participating in any federal or state health care program including, without limitation, Medicare and Medicaid, or any private third party health care program;

5.11 The execution, delivery and performance by Provider of this Agreement has been duly authorized by all necessary action of the governing body of the Provider, and does not and shall not violate any provision of law or regulation, or any writ, order or decree of any court, government, regulatory authority or agency, or any provision of the governance or organizational agreements of Provider; and

5.12 Provider represents that it and all Provider Personnel are competent, professional, experienced, and qualified to provide Services under this Agreement and as outlined in this Agreement.

ARTICLE VI

Term

This Agreement shall be effective for a period of two (2) year from the Effective Date (“**Initial Term**”) and may be renewed upon mutual written agreement of the Parties (“**Renewal Term**”), unless otherwise terminated as outlined in this Agreement. The Initial Term and any Renewal Term shall be collectively referred to herein as “**Term**.”

ARTICLE VII

Termination of Agreement

Notwithstanding the provisions of Article VI, this Agreement may be terminated as follows:

7.1 **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of the Parties.

7.2 **Termination by Provider.** The Provider shall have the right to terminate this Agreement:

7.2.1 Upon thirty (30) days' prior written notice to the Hospital in the event the Hospital applies for or consents to the appointment of a receiver, trustee or liquidator of itself, or of all or a substantial part of its assets; files a voluntary petition in bankruptcy; admits in writing its inability to pay its debts as they become due; makes a general assignment for the benefit of creditors; files a petition or an answer seeking reorganization or rearrangement with creditors; or as a debtor invokes or takes advantage of provisions of any insolvency law, including without limitation any provision of the federal bankruptcy act or any amendment thereof; or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating the Hospital bankrupt or insolvent or approving a petition seeking reorganization of the Hospital or of all or a substantial part of its assets and that order, judgment or decree continues un-stayed and in effect for a period of thirty (30) days.

7.2.2 Upon thirty (30) days' prior written notice if the Hospital is in breach of any material provision of this Agreement, provided the Hospital has not cured any breach within thirty (30) days of receipt of any notice (which shall set forth, in particularity, the facts that underlie the claim that the Hospital is in breach); however, in no event shall the Provider be required to give the Hospital the opportunity to cure any breach which has been the subject of any prior notice issued pursuant to this Subsection 7.2.2.

7.2.3 Upon sixty (60) days' prior written notice without cause.

7.3 Termination by Hospital. Hospital shall have the right to terminate this Agreement:

7.3.1 Upon fifteen (15) days' prior written notice in the event any Provider Personnel fails to meet the qualification requirements listed in this Agreement and Provider fails to immediately remove and replace such Provider Personnel from providing the Services.

7.3.2 Upon fifteen (15) days' prior written notice in the event the Provider or any Provider Personnel is arrested or charged with or convicted of a felony; or for the commission of any action that materially or adversely affects the business reputation of Hospital, its parent or any subsidiaries or affiliates (“**Hospital Affiliates**”), or constitutes, in Hospital’s sole discretion, an act of moral turpitude.

7.3.3 Upon thirty (30) days' prior written notice if the Provider is in breach of any material provision of this Agreement, provided the Provider has not cured any breach within thirty (30) days of the receipt of any notice (which shall set forth, in particularity, the facts that underlie the claim that the Provider is in breach); however, in no event shall the Hospital be required to give the Provider the opportunity to cure a breach which has been the subject of a prior notice issued pursuant to this Subsection 7.3.3.

7.3.4 Upon thirty (30) days' prior written notice to the Provider in the event the Provider applies for or consents to the appointment of a receiver, trustee or liquidator of itself,

or of all or a substantial part of its assets; files a voluntary petition in bankruptcy; admits in writing its inability to pay its debts as they become due; makes a general assignment for the benefit of creditors; files a petition or an answer seeking reorganization or rearrangement with creditors; or as a debtor invokes or takes advantage of provisions of any insolvency law, including without limitation any provision of the federal bankruptcy act or any amendment thereof; or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating the Provider bankrupt or insolvent or approving a petition seeking reorganization of the Provider or of all or a substantial part of its assets and that order, judgment or decree continues un-stayed and in effect for a period of thirty (30) days.

7.3.5 Upon sixty (60) days' prior written notice without cause.

7.4 **Effect of Termination.** As of the date of termination of this Agreement, this Agreement shall be considered of no further force or effect whatsoever and each of the Parties shall be relieved and discharged from their respective rights and obligations hereunder, except:

7.4.1 **Compensation.** The rights and obligations of the Parties under Article IV (pertaining to receipt of Compensation for Services rendered prior to the effective termination date) of this Agreement shall not be extinguished, but shall continue in effect for any Compensation due for Services rendered by Provider and that remain outstanding.

7.4.2 **Insurance.** The obligations of the Parties pursuant to Article IX shall continue as to claims arising during the Term of the Agreement, regardless of when the claim is brought.

ARTICLE VIII

Independent Contractor

The Provider is engaged by the Hospital only for the purposes and to the extent set forth in this Agreement. The Provider's (and each Provider Personnel) relationship to the Hospital (and its related companies) shall, during the period or periods of the Provider's engagement, be that of an independent contractor. The Provider shall exclusively be responsible for the payment of all taxes and withholding payments for all Compensation remitted to the Provider under this Agreement, including interest and penalties, if any, which may be assessed. Further the Provider shall be responsible for providing, without limitation, (including the cost associated with such) compensation, overtime, fringe benefits, contributions to insurance and pension or other deferred compensation plans, Workers' Compensation and licensing and related fees due (if any) to each Provider Personnel.

ARTICLE IX

Insurance and Indemnification

9.1 **Provider's Insurance.** The Provider shall maintain the insurance coverages listed on **Schedule 9.1**, attached hereto and incorporated herein by reference.

9.2 **Hospital's Insurance.** The Hospital agrees to obtain and maintain general and professional liability coverage through a self-insured trust. The Hospital's insurance coverage shall cover the Hospital, its officers, directors, employees, volunteers and other personnel for incidents, claims and suits arising from activities performed pursuant to this Agreement reported prior to or after such Agreement has been terminated. Upon request, the Hospital shall provide the Provider with a certificate evidencing the insurance coverage.

9.3 **Indemnification.** Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party, including its directors, officers, employees and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, liabilities, damages, and costs of whatever kind and nature, including reasonable attorneys' fees and legal costs, for death of or injury to any person and for loss or damage to any property, occurring or claimed to occur as a result of any negligence, acts or omissions of the Indemnifying Party or the failure of the Indemnifying Party to perform its obligations under this Agreement; provided, however, the Indemnifying Party shall not be obligated to indemnify and hold harmless any Indemnified Party to the extent any such losses, claims, liabilities, damages, and costs are the result of the negligence, acts or omissions of an Indemnified Party or the failure of an Indemnified Party to perform its obligations under this Agreement.

ARTICLE X

Miscellaneous Provisions

10.1 **Limitations on Authority.** Without the express written consent of the Hospital, the Provider shall have no apparent or implied authority to do any of the following acts:

10.1.1 Extend the credit of the Hospital.

10.1.2 Bind the Hospital under any contract, agreement, note, mortgage, or other obligation.

10.1.3 Discharge any debt due the Hospital, unless full payment has been received.

10.1.4 Sell, mortgage, transfer or otherwise dispose of any assets of the Hospital.

10.2 Medical Record/Information. The Parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively, "HIPAA") apply to the activities described in this Agreement, and that both Parties are "covered entities" as that term is used in HIPAA. In that regard, the Parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this Agreement shall conform to HIPAA no later than the effective date of each such requirement.

10.3 Supervening Law. The Parties recognize that this Agreement is at all times subject to applicable Florida, local and federal law including, without limitation, the Social Security Act, the rules and regulations and policies of the Department of Health and Human Services, all public health and safety provisions of Florida law and regulations, and the rules and regulations of Florida health system agencies. The Parties further recognize that the Agreement shall be subject to amendments in such laws and regulations and to new legislation such as economic stabilization programs or health insurance programs. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement, or that would cause one or both of the Parties to be in violation of law, shall be deemed to supersede the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible within the requirements of law.

10.4 Assignment. This Agreement shall not be assigned by the Provider or the Hospital without the prior written consent of the other Party; except the Hospital may assign this Agreement to any affiliate.

10.5 Interpretation of Agreement; Venue. This Agreement shall be construed, and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Florida. The Parties acknowledge and agree that the exclusive venue for any dispute, action or claim related to this Agreement shall be brought solely in Orlando, Orange County, Florida.

10.6 Notices and Payments. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (a) hand delivered by messenger or courier service; (b) sent by registered or certified mail, return receipt requested; (c) sent via reputable overnight courier, or (d) sent by email addressed to:

Hospital:

AdventHealth Orlando
601 E. Rollins Street
Orlando, Florida 32803
Attention: Hospital Executive

With a Copy to:

Legal Department
AdventHealth Orlando
550 East Rollins Street, Sixth Floor
Orlando, Florida 32803

Provider:

First 2 Aid EMS, Inc.
3700 Commerce Blvd #150
Kissimmee, FL 34741
Attn: Christopher Luczywo

10.7 **Amendments.** This Agreement may be amended, revoked, changed or modified only by written amendment (or a new agreement) executed by the Hospital and the Provider. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party charged.

10.8 **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

10.9 **Enforcement Costs.** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' and paraprofessionals' fees, court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which a Party may be entitled.

10.10 **Remedies Cumulative.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

10.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12 **Waiver.** A waiver by any Party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.

10.13 Severability. In the event that any provision in this Agreement shall be found by a court or governmental authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10.14 Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and permitted assigns of the respective Parties.

10.15 Complete Agreement. This Agreement, together with the above Recitals and all exhibits and schedules attached hereto, constitutes the complete understanding of the Parties and supersedes any and all other agreements, either oral or in writing, with respect to the subject matter hereof, and no other agreement or promise relating to the subject matter of this Agreement which is not contained herein shall be binding.

10.16 Access to Books and Records. In order to assure that compensation paid to the Provider hereunder is included in determining the proper reimbursement to the Hospital under Medicare and Medicaid, the Parties agree that if this Agreement is determined to be a contract within the purview of 42 U.S.C.A. Section 1395x(v)(I) and the federal regulations promulgated pursuant thereto, the Provider agrees to make available to the Comptroller General of the United States, the Secretary of the Department of Health and Human Services and their duly authorized representatives, access to the books, documents and records of the Provider and any other information as may be required by the Comptroller General or Secretary to verify the nature and extent of the costs of the services provided by the Provider. If the Provider carries out the duties of the Agreement through a subcontract worth TEN THOUSAND (\$10,000) DOLLARS or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

If the Provider refuses to make the books, documents and records available for any inspection and if the Hospital is denied reimbursement for any services, the Provider agrees to indemnify the Hospital for the loss or reduction in reimbursement suffered by the Hospital. The obligation of the Provider to make its records available shall extend for four (4) years after the furnishing of the latest services under this Agreement or any renewal thereof.

10.17 Provider Handling of Confidential Materials. In addition of Protected Health Information, as defined by HIPAA, during the course of performing Services under this Agreement, Provider may become informed of, and have access to, valuable and confidential information of Hospital (the "**Confidential Information**"). Except as required by law, Provider shall not, at any time, either during or subsequent to the expiration or termination of this Agreement, use, reveal, report, publish, copy, transcribe, transfer or otherwise disclose to any person, corporation or other entity, any of the Confidential Information without the prior written consent of Hospital.

Upon the termination or expiration of this Agreement, Provider shall promptly deliver to Hospital all deliverable Confidential Information which is in the Provider's possession or control.

All business and medical records of the Hospital are and shall remain the property of Hospital. Provider shall require and ensure that all of Provider's employees, including all Provider Personnel, shall be bound by and comply with the covenants and obligations of this Section 10.17.

10.17.1 **Irreparable Harm.** Provider acknowledges that the Confidential Information is owned by the Hospital and that any unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury to the Hospital, the degree of which may be difficult to ascertain. Provider hereby agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by Provider and that Hospital shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach by Provider, in addition to all other remedies available to Hospital at law or in equity.

10.17.2 **Third Party Request for Information.** In the event that Provider is requested or becomes legally compelled by a judicial, governmental or regulatory entity with jurisdiction over it (by, and without limitation, oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Confidential Information provided to it by Hospital, the Provider will promptly provide the Hospital with notice thereof so that Hospital may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or waiver, the Provider is, in the opinion of Provider's counsel, legally compelled to disclose Hospital's information or else stand liable for contempt or suffer other censure or penalty, Provider will furnish only that portion of Hospital's information that is legally required to be furnished and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information.

10.18. **Survival.** The following provisions shall survive the termination or expiration of this Agreement, shall remain in full force and effect, and shall be enforceable by the Parties and their respective legal representatives, affiliates, successors and permitted assigns: Sections 1, 7.4, 10.5, 10.9, 10.16, 10.17, 10.18, 10.22 and Articles IV and IX.

10.19. **No Inconsistent Tax Position.** Provider agrees that Provider is not entitled to and will not take any tax position that is inconsistent with being a service provider to Hospital with respect to the Hospital property. Provider agrees, for example, not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Hospital property.

10.20. Control of the Property by the Hospital. The Parties acknowledge that the Hospital has control over, or the right to approve (a) the annual budget of the Hospital property, (b) capital expenditures with respect to the Hospital property, (c) each disposition of property that is part of the Hospital property, and (d) the general nature and type of use of the Hospital property.

10.21 Non-discrimination. Each party shall not discriminate in its performance of its obligations hereunder, whether on the basis of a person's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis including, without limitation, the filing by a person of any complaint, grievance or legal action against Hospital or Provider. Notwithstanding the above, Provider is not required to provide services to a person who refuses to cooperate with Provider's efforts to provide services or if Provider has other good cause of refusing to provide services to a person. Each Party shall comply with their respective responsibilities under applicable Executive Order(s), federal and state laws and regulations, as amended, relating to non-discrimination.

10.22 Publicity Provision. Neither Party shall use any trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of the other Party or disclose such without said party's express prior written consent. In particular, neither party shall identify or make reference to the other Party in any advertising or other promotional modality regardless of its form without explicit prior written consent from said Party.

10.23 Exclusion of Certain Damages. Notwithstanding any provision in this agreement to the contrary, in no event shall either Party, their affiliates or any of their respective directors, officers, members, shareholders, employees, agents or subcontractors be liable to facility for lost profits, special, consequential, or incidental regardless of the basis of the claim, whether in contract, tort, strict liability, or other legal or equitable theory, whether or not such Party has been advised of the possibility of such damages.

10.24 Force Majeure. In the event of interruption of Hospital's operations due to acts of God, natural disasters, fire, strikes, labor disputes or any other reason beyond the control of Hospital or Provider, as the case may be, which impairs Provider's ability to perform Services and which continues for a sixty (60) day consecutive period, any Party to this Agreement may elect to terminate this Agreement upon the expiration of the sixty (60) day period; provided, however, the provisions of this Section shall not preclude a Party from terminating this Agreement pursuant to Article VII, Sections 7.2 or 7.3 of this Agreement.

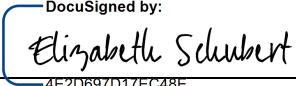
10.25 Master List. This Agreement and any other agreements between Hospital and Provider shall be included in a central Master List maintained by the Adventist Health System Corporate Responsibility Department.

<Signature Page Follows>

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

HOSPITAL:

Adventist Health System/Sunbelt, Inc.
d/b/a AdventHealth Orlando

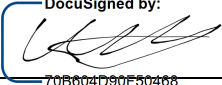
By:  DocuSigned by:
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Print Name: Elizabeth Schubert

Title: Vice President

Date: 7/19/2021

PROVIDER:

By:  DocuSigned by:
70B604D90F50486...

Print Name: Christopher Luczywo

Title: C.O.O/ Owner

Date: 7/19/2021

Schedule 1.2

Hospital's Facilities

AdventHealth Altamonte
AdventHealth Lake Mary
AdventHealth Oviedo
AdventHealth Apopka
AdventHealth Winter Garden
AdventHealth Celebration
AdventHealth Palm Parkway
AdventHealth Kissimmee
AdventHealth Partin Settlement
AdventHealth East
AdventHealth Waterford Lakes
AdventHealth Lake Nona
AdventHealth Winter Park
AdventHealth Clermonte
AdventHealth Orlando

Schedule 1.4

Hospital Contact Person

Kevin Wall
Emergency Administration
Director Medical Transport Team

Richard Nettles
Emergency Transport-Ground
Quality Control Fleet Manager

Schedule 1.5

Hospital Executive

Penny Porteous
Clinical Ops Cap Management
Executive Director

The Parties acknowledge and agree that the title or person listed on this Schedule 1.5 will have ultimate authority over the terms and provisions of this Agreement concerning all aspects of this Agreement including, without limitation, enforcement, to ensure that the Services are provided as outlined in this Agreement, and to ensure that Provider complies with the terms and provisions of this Agreement.

Schedule 2.5

Governance Program

2.5.1 As requested, attend Meetings of Hospital leadership, operating room leadership, and team meetings.

2.5.2 As requested, provide ongoing education for clinical team physicians, nursing staff, and the Patient's family and support members.

2.5.3 As requested, provide nursing and support team training as required.

2.5.4 Inform Hospital of supplies and equipment necessary for the provision of Services at the Hospital.

2.5.5 Participate in the Hospital's quality assurance and safety programs in connection with the provision of Services at the Hospital.

2.5.6 As requested, attendance and participation in patient event debriefings and participating in any corrective actions planned; attendance and participation at scheduled meetings.

2.5.7 Any such other programs or meetings, relative to the Services, as the Hospital may reasonably determine in its sole discretion from time to time.

Schedule 2.7.1

Quality Metrics

2.7.2.1 Provider shall arrive for emergent transport request within 20 minutes of notification and meet a median performance rate of 90%.

2.7.2.2 Provider shall arrive for urgent transport request within 40 minutes of notification and meet a median performance rate of 90%.

2.7.2.3 Provider shall arrive for non-emergent transport request within 60 minutes of notification and meet a median performance rate of 90%.

2.7.2.4 Provider Personnel shall clean all used equipment in between uses in accordance with manufacturers guidelines, Applicable Law

2.7.2.5 Provider Personnel shall monitor patients using cardiac monitor during transport in accordance with internally prescribed standards and guidelines.

2.7.2.6 Provider Personnel shall participate in cardiac monitor transport observations every 6 months.

2.7.2.7 Provider Personnel, newly hired, shall participate in cardiac monitor transport observation at soonest possible convenience and every 6 months thereafter.

2.7.2.8 Provider shall perform annual preventative maintenance on all equipment used in provision of medical care during transportation.

2.7.2.9 Provider shall provide annual preventative maintenance records on all portable medical equipment used in the provision of care during transportation upon request.

2.7.2.10 Provider shall obtain and maintain access to Health Information Exchange.

2.7.2.11 Provider shall document and transmit patient care records via Health Information Exchange in accordance with Rule 64J-.1014, Florida Administrative Code.

2.7.2.12 Upon request, Provider shall submit to Hospital monthly inspection reports for all portable fire extinguishers/suppression devices located/stored on the transport vehicles.

2.11

Provider Liaison

Christopher Luczywo
Chief Operations Officer
First 2 Aid EMS, Inc
(216-570-6083)

Schedule 4.2

Rate Schedule

Current Medicare Schedule Rate as last published by CMS *POLR

Rates will adjust no more than annually solely to reflect any adjustments made by CMS.

All other changes to the rates must be mutually agreed to by both Parties through a written amendment to this Agreement.

Non-Medical Transportation Rates:

Description	Rate
Non-Medical Stretcher Response	\$175.00
Non-Medical Stretcher Mileage	\$5.00

Schedule 9.1

Provider's Insurance Coverage

1. Insurance Requirements. Prior to the commencement of services performed hereunder and during the term of this Agreement, including any extension(s) thereof, Provider shall obtain and provide the following insurance:
 - a. Automobile Liability. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 for each occurrence and a \$5,000,000 aggregate limit, with respect to Provider's owned, hired and non-owned vehicles utilized in the performance of its services. Uninsured motorist coverage, underinsured motorist coverage and personal injury protection or "no fault" insurance coverage shall not be required under this Agreement, except where required by specific state law and then, only at the statutory minimum required.
 - b. Commercial General Liability. Commercial General Liability Insurance covering bodily injury and property damage, with a limit of not less than \$2,000,000 for each occurrence and a \$5,000,000 aggregate limit.
 - c. Professional Liability. Provider shall maintain Professional Liability Insurance covering bodily injury, with a limit of not less than \$2,000,000 for each occurrence and a \$5,000,000 aggregate limit.
 - d. Worker's Compensation. Provider shall carry Workers' Compensation Insurance to cover obligations imposed by federal and state statutes; and Employer's Liability Insurance with a limit of not less than \$1,000,000.
2. Primary Insurance. Provider's insurance shall respond first as it relates to bodily injury or property damage caused by Provider in the performance of its services hereunder.
3. Certificates of Insurance. Upon request, Provider shall furnish to Hospital Certificate(s) of Insurance issued by Provider's insurer as evidence that the coverage: (1) is placed with reasonably acceptable insurers; (2) is detailed on the Certificate(s) as specified in this Agreement; and (3) is in full force and effect on the commencement date of services. Upon request, or as required by this Agreement, Provider shall furnish to Hospital updated Certificate(s) as policies are renewed.
4. Additional Insured. The insurance coverage required hereunder, except Workers' Compensation, shall name the Hospital, its agents, employees, and officers, as an Additional Insured.
5. Insurance Company Rating. Insurance policies required under this Agreement shall have

been issued by an insurance company having a financial rating of B plus or better according to the

A.M. Best rating Guide as of the commencement of this Agreement.

6. Notice of Cancellation. Provider shall notify the Hospital at least thirty (30) days in advance of cancellation or termination of any required insurance coverage.

7. Waiver. The Commercial General Liability and Auto Liability policies shall contain a waiver of recovery (subrogation) against the Hospital for any claims arising out of Provider's performance of its services under this Agreement.

8. Supplemental Insurance. During the term of this Agreement, Hospital, in its reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider ("Supplemental Coverage"). In such event, Hospital shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage. Hospital shall allow reasonable time for Provider's broker to research the market availability of such required Supplemental Coverage.

9. Claims Made. In the event Provider elects to obtain insurance required under this Agreement on a "claims made" basis, then such coverage shall extend for two (2) years past the completion of the services rendered by Provider to Hospital and Provider shall, upon request, provide Hospital a Certificate of Insurance evidencing such extended coverage.

10. Market Fluctuations. The Hospital acknowledges that, from time to time, insurance market fluctuations may increase the premiums Provider must pay in order to secure the coverage required under this Agreement. In the event that the premiums increase during the term of this Agreement, the Hospital agrees to consider in good faith Provider's request for an equitable adjustment in Provider rates to cover the increased cost.

From: [Chris Luczywo](#)
To: [Zuver, Christian C](#)
Cc: [Beatty, Crystal](#)
Subject: Re: COPCN
Date: Friday, August 27, 2021 9:59:47 AM

Thank you Dr. Zuver for the response. At this time would you please amend our application for ALS and BLS Interfacility Transport only.

Sincerely,

Christopher Luczywo

Sent via the Samsung Galaxy S20 Ultra 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Christian.Zuver@ocfl.net <Christian.Zuver@ocfl.net>
Sent: Friday, August 27, 2021 9:55:40 AM
To: Chris Luczywo <chris@first2aid.com>
Cc: Crystal.Beatty@ocfl.net <Crystal.Beatty@ocfl.net>
Subject: RE: COPCN

That would need to be something you decide as your business model, keep in mind you will need to provide statement of need/justification for any proposed services. Applying of one type now will not preclude you from applying for a different type later. Please let me know your decision at your earliest convenience. If I do not hear back we will process as listed on the application.

CZ



Christian C. Zuver MD, FACEP
Medical Director
Orange County EMS System
2002-A East Michigan Street
Orlando, Florida 32806
P(407) 836-7606 | F(407) 836-7625
✉ christian.zuver@ocfl.net

From: Chris Luczywo <chris@first2aid.com>
Sent: Friday, August 27, 2021 9:42 AM
To: Zuver, Christian C <Christian.Zuver@ocfl.net>
Cc: Beatty, Crystal <Crystal.Beatty@ocfl.net>
Subject: Re: COPCN

We would be open to applying for the ALS Transport and following your protocols for that service, only if you feel the need for support is there sir. We currently do run dedicated 911

units in Bay County providing ALS response to support their agency. I have heard speaking to some people of the local departments that there may be a need. Please let me know what your thoughts are in this regard.

Sincerely

Christopher Luczywo
C:216.570.6083

Sent via the Samsung Galaxy S20 Ultra 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Christian.Zuver@ocfl.net <Christian.Zuver@ocfl.net>
Sent: Friday, August 27, 2021 9:13:29 AM
To: Chris Luczywo <chris@first2aid.com>
Cc: Crystal.Beatty@ocfl.net <Crystal.Beatty@ocfl.net>
Subject: COPCN

Mr. Luczywo,

Good Morning. I am finalizing the review of your application for a COPCN in Orange County. I am writing to confirm the type if COPCN you are applying for. In your application both ALS Transport and ALS Interfacility are selected. Is it your intention to apply for an ALS Transport (often 911 calls) or are you looking to provide ALS Interfacility Transport?

Please clarify in writing as soon as possible so we can proceed with your application

Regards,



Christian C. Zuver MD, FACEP
Medical Director
Orange County EMS System
2002-A East Michigan Street
Orlando, Florida 32806
P(407) 836-7606 | F(407) 836-7625
✉ christian.zuver@ocfl.net

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from County Officials are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

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All e-mails to and from County Officials are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

GRAY ROBINSON
ATTORNEYS AT LAW

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TAMPA
WASHINGTON, DC
WEST PALM BEACH

407-843-8880

CHRIS.CARMODY@GRAY-ROBINSON.COM

September 29, 2021

VIA HAND DELIVER and E-MAIL

Dr. Christian Zuver
Medical Director
Orange County Emergency Medical Services
2002 E. Michigan Street
Orlando, FL 32806
christian.zuver@ocfl.net



Re: Objection to First 2 Aid EMS Inc COPCN Application

Dr. Zuver:

Our firm represents RG Ambulance Service, Inc. d/b/a American Ambulance, an existing holder of a Certificate of Public Convenience and Necessity ("COPCN") to operate Advance Life Support ("ALS") interfacility services in Orange County. Pursuant to Section 20-92 (b)(2) of the Orange County Code of Ordinances, RG Ambulance hereby files this objection to the Application of First 2 Aid EMS Inc. (hereinafter "First2Aid" or the "Applicant") for COPCN to operate ALS interfacility service within Orange County. This objection is timely under Section 20-92(b)(2) because it has been served within 30 days of the County's notice of the Application.

Summary of Argument

The application submitted by First2Aid is both deficient in required information and insufficient in its description of "need." The deficiency is in two regards. First, the application fails to list the location(s) from which the applicant will operate. As well, the application falls short in listing adequate staff for First2Aid's proposed operations. The insufficiency lies in the Applicant's statement of facts showing demand or need. Simply, the statement of "facts" contains NO facts, and instead, generally states there is a need. As discussed more fully below, there is in fact no verifiable need within the County as the current providers are exceeding expectations in responding to the current need. For these reasons, more fully discussed below, we respectfully request that Orange County reject this application by First2Aid.

Applicable Standards and Grounds for Objection

In reviewing an application for a COPCN, Section 20-92(b)(1) of the Code requires the Emergency Medical Office (the "EMSO") to "investigate the public need for the proposed service". Further, in reviewing the EMSO's recommendation on the application, Section 20-93(b) of the Code requires "the board of county commissioners shall determine that the proposed service, to the extent to be authorized by the certificate, is or will be required by the present and future public convenience or necessity..." In fact, Section 20-92(a)(4) requires a "statement of facts showing the demand or need for the proposed service" in the application. In other words, the Orange County Code requires that the applicant demonstrate that there is a

INCLUDE DELIVERY PHRASES IN HEADER

Dr. Christian Zuver
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need for additional interfacility service in the County and that the existing service is not adequate to meet the public need in the service category.

Florida law also requires that applicants seeking a certificate of public convenience and necessity for transportation services carry the burden of providing that existing service is inadequate. *See: Surf Coast Tours, Inc. v Florida Public Service Commission*, 385 So. 2d 1353, 1355 (Fla. 1980) (recognizing that an evaluation of “the adequacy of the existing services” must be measured by evaluating existing service providers’ performance and the applicant has the burden of proving substandard performance); *Stewart Bonded Warehouse, Inc v Bevis*, 294 SO. 2d 315 (Fla. 1974) (holding that an applicant shall not receive a certificate of public convenience and necessity if it fails to demonstrate that existing service is inadequate). *See also: Great Southern Trucking Co. v Mack*, 54 So. 2d 153, 156 (Fla. 1951) in which the Court acknowledged that:

Statutes in this connection (public transportation) generally contemplate and frequently expressly require that additional new service from a different source shall not be permitted to supersede or vitally impair the present transportation service, where that is or may become adequate to the public needs. Existing investment should be conserved, and present service protected, where adequate and satisfactory, in the interest of justice and public welfare.

Here the applicant has completely failed to demonstrate public necessity for additional ALS interfacility service as required by Florida law and the Orange County Code. In fact, p.2 of the Application section 9 requires “STATEMENT OF FACTS SHOWING DEMAND OR NEED FOR THE PROPOSED SERVICE”. The Applicant’s statement is brief and lacking in any facts:

Currently Orange County is in need of not only an ambulance service to help with interfacility volume, but also companies wanting to invest in our community. We feel we can provide both, currently hospitals are experiencing long transport ETAs and there have been reports of delayed responses from private services responding to 911 call request within the county and municipalities.

The applicant’s statement of need and necessity is inadequate, ambiguous, lacks supporting documentation of FACT and does not meet the requirements of Section 20-92. Furthermore, the statement focuses more on an alleged lack of community investment and shortcomings in the 911 response. To make the record clear, RG Ambulance Service, Inc. d/b/a American Ambulance is not part of the 911 response system and is not requested for this type of response. This begs the question of whether First2Aid believes it will be included in the 911 call request service? Does it have a contract or offer to suggest that it will provide 911 response? Additionally, the Applicant suggests that current COPCN holders are not investing in the community. Although not a requirement of a COPCN holder, American Ambulance has operated and has been based in Orange County for two decades. The organization and team members are residents, taxpayers and are very much involved in our community. Any suggestion otherwise is meant to distract from the Applicant’s inadequate response regarding actual need for additional certificate holders.

While the statement of facts is the most glaring inadequacy of First2Aid’s application, there are other fatal flaws and omissions which demonstrates the application fails to comply with County Code.

INCLUDE DELIVERY PHRASES IN HEADER

Dr. Christian Zuver
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The application requires listing of locations from which the applicant will operate.

The COPCN Ordinance in Section 20-92(a)(7) requires that the application shall include “[t]he address and description of each of the locations from which the applicant will operate...” The application provided by Orange County for a COPCN license accordingly requires the applicant to “LIST THE ADDRESS AND DESCRIPTIONS OF EACH OF THE LOCATIONS YOU WILL OPERATE FROM, AND THE HOURS OF OPERATION AND STAFFING AT EACH PROPOSED LOCATION.” *See* Attachment II: Communication Capabilities, Question 1 on page 5 of 8 (Emphasis in the Application). This requirement is in all caps and is clear. The applicant based on the COPCN Ordinance and the application must provide this information.

The Applicant fails to list any locations within Orange County. As such the EMSO will not be able to determine if the location would be appropriate if the board of county commissioners were to grant a COPCN.

The application requires verification of staffing requirements.

Section 20-92 (a)(6) of the County Code requires verification of staffing requirements and “certification of personnel to be employed”. While the application includes a staff list, it appears that all these employees are with the Applicant’s existing Bay County or Osceola /Polk county operations. In fact, the Applicant admits “lack of applicants” and suggests an attempt to bring applicants into an Academy and certify EMT’s and Paramedics. This is problematic at best. The Applicant has not demonstrated that they are a state approved or an affiliated EMT/ Paramedic training site licensed by State of Florida under Chapter 401. The net result would simply be a reshuffling of employees with no additional capacity added to the service or benefit Orange County, and thus further exacerbating an already-existing staffing issue within Orange County for all COPCN holders.

The application requires demonstration of financial ability.

Section 20-93 (b) requires the Applicant demonstrate that it is financially and otherwise able to provide adequate and uninterrupted service. However, the information provided through public records request was a one-page notice of deposit issued from Chase. The document’s financial information is blacked out and only lists the Officers of the Applicant. There is no financial information whatsoever made available. While the Applicant may be financially sound, we do not have insight and would ask that there be at least an affirmative statement by the County as to whether this financial ability has been demonstrated.

Conclusion

There are numerous, significant defects with the Application that merit its denial. RG Ambulance Service, Inc. d/b/a American Ambulance would be able to further demonstrate that it and other providers within Orange County have the capacity serve the ALS interfacility market. Should this application for interfacility be granted, without any demonstrated need for the service in Orange County, the intent behind Florida’s certificate of need statute and the County Code implementing the statute would be completely disregarded.

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Page 4

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 violation from the EMSO in almost two decades.

For all reasons identified, RG Ambulance Service, as an existing provider of ALS interfacility service provider within Orange County, respectfully requests that the Application of First 2 Aid EMS, Inc be rejected and/or denied.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Carmody', with a stylized flourish at the end.

Chris Carmody

CC

100 North Tampa Street
Suite 3700
Tampa, Florida 33602



Telephone: 813-229-3500
Facsimile: 813-229-3502
www.mpdlegal.com

September 30, 2021

Via FedEx and Electronic Mail

Dr. Christian C. Zuver
Christian.Zuver@ocfl.net
Emergency Medical Services Office
2002-A East Michigan Street
Orlando, Florida 32806

Re: Objection to Application of First 2 Aid EMS, Inc. for COPCN
MPD File No. 120316

Dear Dr. Zuver,

Our firm represents Lifefleet Southeast, Inc., d/b/a American Medical Response ("AMR") as an existing holder of a Certificate of Public Convenience and Necessity ("COPCN") to operate Advanced Life Support ("ALS") services in Orange County. Pursuant to Section 20-92(b)(2) of the Orange County Code of Ordinances, AMR hereby files this objection (the "Objection") to the Application of First 2 Aid EMS, Inc. (the "Applicant") for a COPCN to operate ALS interfacility service within Orange County. This Objection is timely under Section 20-92(b)(2) because it has been served within 30 days of the County's notice of the Application.

Applicable Standards and Grounds for Objection

In reviewing an application for a COPCN, Section 20-92(b)(1) of the Code requires the Emergency Medical Services Office (the "EMSO") to "investigate the public need for the proposed service". Further, in reviewing the EMSO's recommendation on the application, Section 20-93(b) of the Code requires "the board of county commissioners shall determine that the proposed service, to the extent to be authorized by the certificate, is or will be required by the present or future public convenience or necessity . . ." In fact, Section 20-92(a)(4) requires a "statement of facts showing the demand or need for the proposed service" in the application. In other words, the Orange County Code requires that the Applicant demonstrate that there is a need for additional service in the County and that the existing service is not adequate to meet the public need in the service category.

Florida law also requires that applicants seeking a certificate of public convenience and necessity for transportation services carry the burden of proving that existing service is

inadequate. *See: Surf Coast Tours, Inc. v. Florida Public Service Commission*, 385 So. 2d 1353, 1355 (Fla. 1980) (recognizing that an evaluation of “the adequacy of existing services” must be measured by evaluating existing service providers’ performance and applicant has the burden of proving substandard performance); *Stewart Bonded Warehouse, Inc. v. Bevis*, 294 So. 2d 315 (Fla. 1974) (holding that an applicant shall not receive a certificate of public convenience and necessity if it fails demonstrate that existing service is inadequate). *See also: Great Southern Trucking Co. v. Mack*, 54 So. 2d 153, 156 (Fla. 1951) in which the Court acknowledged that:

Statutes in this connection (public transportation) generally contemplate and frequently expressly require that additional new service from a different source shall not be permitted to supersede or vitally impair the present transportation service, where that is or may become adequate to the public needs. Existing investment should be conserved, and present service protected, where adequate and satisfactory, in the interest of justice and public welfare.

Here, the Applicant has completely failed to demonstrate a public necessity for additional ALS service as required by Florida law and the Orange County Code. Specifically, on p. 2 of the Application (Section I, subsection 9), the Applicant’s “Statement of Facts” demonstrating alleged need for additional ALS interfacility service is limited to the following statement:

Currently Orange County is in need of not only an ambulance service to help with interfacility call volume, but also companies wanting to invest in our community. We feel we can provide a solution to both, currently hospitals are experiencing long transport ETAs and there have been reports of delayed responses from private services in responding to 911 call requests within the county and municipalities.

This “statement of facts” is nothing more than a conclusory assertion that call volume and wait times for ALS transport are high without any supporting evidence or data. The Applicant does not provide a single verified statement from a facility or any entity regarding “delayed responses” or “long transport ETAs.” In fact, on p. 4, the Application requires references from business partners and the Applicant lists several entities. However, the Applicant fails to provide a letter of reference from any of these entities as the Application requires. Instead, the letter of reference is included from Alivi which is a **Non-Emergency Medical Transportation** services broker for Medicaid patients in Florida. Of course, the Application is for a COPCN for advanced life support which means “treatment of **life-threatening medical emergencies** through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring and cardiac defibrillation by a qualified person, pursuant to Florida Statutes.” See Code Section 20-51 (emphasis added). Therefore, Alivi’s alleged need for non-emergency transport has nothing to do with the application for advanced life support by the Applicant for “life threatening medical emergencies” and should be disregarded. In fact, the

Mills Paskert Divers

100 North Tampa Street ♦ Suite 3700 ♦ Tampa, Florida 33602

Alivi letter states it regards “ALS/BLS permits” which further confuses the issue as the Applicant is not even applying for a BLS COPCN.

Moreover, the Applicant recognizes on p. 2 that there is currently a “lack of applicants” for EMT’s and paramedics. In other words, the Applicant acknowledges there is a shortage in this critical labor market, which also affects the existing providers, including AMR. This labor shortage means the market cannot support a new entrant and the Applicant will have to try to hire away employees from current providers in Orange County. If it were able to do so, the net result would simply be a reshuffling of employees with no capacity added to service or benefit to the County.

Additionally, Code Section 20-92(a)(7) requires a description of the location from which the applicant will operate. Yet, on p. 2 of the Application, the Applicant admits it has no location in Orange County and will have to simply “figure it out” if it is granted a COPCN. Conversely, AMR has had a base of operations in Orange County for over a decade from which it has effectively serviced County citizens.

Finally, at the August 6, 2019, Board of County Commissioners Meeting the Board considered the application of Affordable Transport, Inc. (“ATI”) for an ALS interfacility COPCN, like the application here. The Board granted ATI a limited COPCN to service a specific facility only. However, during the public hearing, the Board recognized that the Code provisions regarding review and adjudication of COPCN applications needed to be revised to “perfect the process regarding determination of need going forward.” See Public Hearing Report details available on the County’s website. The Board recognized that COPCN applicants, like the Applicant here, should have to meet a more precise process and specific evidentiary standard of proving that an unmet need exists before being granted a COPCN and the Code should be revised accordingly. The Code, however, remains unchanged since August 6, 2019. As such, consideration of the current application should be postponed (if it is not outright rejected due to lack of proof of need) until the Code can be revised in accordance with the Board’s directives.

In sum, there are numerous, serious defects with the Application that merit its denial. AMR would be able to further demonstrate in any future public hearing that it and the other providers have capacity to serve the ALS market in Orange County. If this Application for ALS transport is granted, without any demonstrated need for such service in Orange County, the intent behind Florida’s certificate of need statute and County Code implementing the statute would be completely eviscerated and the citizens of Orange County would suffer by ever-expanding industry cannibalization. In short, AMR has a record of exemplary service in Orange County, and in other counties throughout Florida and there is no proven need for an additional service provider.

Dr. Christian C. Zuver

September 30, 2021

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For all of the foregoing reasons, American Medical Response, as an existing provider of ALS interfacility service in Orange County, respectfully requests that the Application of First 2 Aid, EMS, Inc. be denied.

Should you have any questions, please do not hesitate to contact me at (813) 229-3500.

Best regards,

MILLS PASKERT DIVERS

/s/ S. Jordan Miller


Jordan Miller


SJM/jd

cc: Crystal Beatty (via email)

MEMORANDUM

TO: Mayor Jerry L. Demings
and
County Commissioners

THRU: Yolanda G. Martinez, EdPh.D, PhD., Director 
Health Services Department

FROM: Christian C. Zuver, MD, Medical Director 
Office of the Medical Director/EMS Division
Contact: (407) 836-7320

DATE: October 16, 2021

RE: EMS's Recommendation on FIRST 2 AID EMS, INC's Application for a Certificate of Public Convenience and Necessity to Provide Interfacility Basic and Advanced Life Support Transport Services in Orange County

Chapter 20, Article III, Division 2, Subdivision II of the Orange County Code delineates the process for obtaining a Certificate of Public Convenience and Necessity ("COPCN") as required to provide emergency medical care or transportation services in Orange County. Applications for a COPCN must be made on forms provided by Orange County's Emergency Medical Services Office ("EMSO") and must contain, among other things, a statement of facts showing the demand or need for the proposed service and such other reasonable information as may be required by Orange County's Health Services Department ("Department"). Upon receiving an application for a COPCN, EMSO makes an investigation into the application and the public need for the proposed service. After concluding its investigation, EMSO makes a recommendation to the Orange County Board of County Commissioners (the "Board" or "BCC") to either grant or deny the application, or grant the application with such conditions of approval as the Department feels are necessary. The purpose of this Memorandum is to provide the BCC with a recommendation on FIRST 2 AID EMS, INC's (the "Applicant" or "First 2 Aid") application for a COPCN in accordance with Section 20-92(b)(3), Orange County Code.

On August 27, 2021, First 2 Aid submitted its amended application for a COPCN to EMSO seeking to provide interfacility Basic Life Support ("BLS") and Advanced Life Support ("ALS") transport services within a geographic area that includes all of Orange County and the facilities within Orange County (the "Application"). Subsequently, EMSO conducted an investigation into the Application and the public need for BLS and ALS interfacility transport services in Orange County. EMSO has determined that the Application is complete and does not contain any material deficiencies. The Application includes: (1) a statement of facts showing the demand or need for interfacility BLS and ALS transport services in Orange County; (2) the addresses and descriptions of the locations from which the Applicant will operate; (3) a staff roster with the names, positions, and license numbers of the Applicant's employees; and (4) several business and credit references. Additionally, the Applicant attached a business agreement between the Applicant and

October 16, 2021

Re: EMS' Recommendation on First 2 Aid's Application for a COPCN

Page 2

AdventHealth Orlando for the provision of “emergency and non-emergency medical transportation” services for multiple healthcare facilities throughout Orange County which also demonstrates to EMSO a demand or need for such services. Further, the Applicant disclosed that it has a COPCN from Osceola County and Seminole County and an ALS License Number from the State of Florida. For the foregoing reasons, EMSO recommends that the Board grant First 2 Aid's Application for a COPCN to provide interfacility BLS and ALS transport services in Orange County.

RECOMMENDATION: Grant FIRST 2 AID EMS, INC's Application for a Certificate of Public Convenience and Necessity to Provide Interfacility Basic and Advanced Life Support Transport Services in Orange County.

Attachments

cc: Byron W. Brooks, AICP, County Administrator
Danny Banks, Deputy County Administrator