

**INITIAL/RENEWAL APPLICATION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
POLK COUNTY, FLORIDA**

This application is for a Certificate of Public Convenience and Necessity ("COPCN") to provide emergency medical care and/or transportation or nonemergency transportation within Polk County, Florida. Polk County, Florida reserves the right to request additional information from the applicant once this application is submitted. Please submit the application fee of \$300.00. Applicant will also be sent an invoice in the amount of the charge for publishing the newspaper notice required by the Ordinance. The application process will not proceed until payment of the invoice.

Application Type: Initial Renewal

1. Name of business Medfleet LLC DBA ATI Ambulance

2. Address 3706 DMG Drive

<u>Lakeland</u>	Street	
	<u>Florida</u>	<u>33811</u>
City	State	Zip Code

<u>P O Box</u>	State	Zip Code
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3. Phone number (s) 863-698-9764

(Include area codes) Business Office

<u>Pager Number</u>	<u>Cell Phone Number</u>
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4. List names, business addresses, and day time phone numbers of (all) owner, partners, operator and/or board of directors of corporation.

<u>Herman Schwartz</u>	<u>100 Crescent Center Parkway, Tucker, GA 30084</u>	<u>Chief Executive Officer Patient Care</u>
<u>Michael Odrich</u>	<u>1 Pickwick Plaza, Greenwich, CT 06830</u>	<u>President A & M Capital</u>
<u>Mike Dost</u>	<u>100 Crescent Center Parkway, Tucker, GA 30084</u>	<u>Vice President Chief Financial Officer</u>

5. State the experience of each person listed in Paragraph 4.
(See Attachment)

6. Indicate the level applicant wishes to provide: (Please see Polk County Ordinance 12-029 (Section 4) as amended for complete definition of level of service)

- Type B – Basic Life Support Non-Transport (BLS Non-Transport)
- Type C – Basic Life Support Transport (BLS Transport)
- Type D – Advanced Life Support Non-Transport (ALS Non-Transport)
- Type E - Advanced Life Support Transport (ALS Transport)
- Type F – Prehospital Air Ambulance Service
- Type G – ALS Interfacility Transport Service
- Type H – BLS Interfacility Transport Service

7. List the geographical area in which you wish to provide the service being applied for herein (complete county or portion thereof):

Entire Polk County

8. State the facts showing the demand or the need for the level of service in the geographical area being applied for:

Have current COPCN requesting name change.

9. Give a detailed description of the equipment the applicant will utilize in the service (attach separate sheet if needed). **Attach a completed vehicle roster.**

10. Number of personnel to staff each unit? 2 **Attach personnel roster listing name, status as paramedic or EMT, and license number.**

11. Proof applicant is in compliance with all applicable federal, state and local requirements. (Attach copies of certificates) including ALS and / or BLS Ambulance provider license by the Florida Department of Health, Bureau of EMS) (See Attachment)

12. State the address and description of each of the locations from which the applicant will operate and the hours of operation, staffing, and phone number for that location

Location Address	Description	Hours of operation	Staffing	Phone number
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- Commissioner through the Risk Management Department;
- g. Name **Polk County, a political subdivision of the State of Florida** as an additional insured for Automobile Liability with a waive of subrogation for the policies noted on the certificate.
 - h. File a verified statement of ownership with Polk County Fire Rescue Division prior to commencing its operations under the COPCN and will immediately notify Polk County Fire Rescue Division of any change of ownership;
 - i. Keep such records as may be required by Polk County Fire Rescue Division or Polk County Board of County Commissioners, pursuant to the rules and regulations to be adopted pursuant to Polk County Ordinance 12-029 and
 - j. Operate in conformance with state law, Polk County Ordinance-12-029 and all rules and regulation hereunder.

To the best of my knowledge, all statements on this application are true and correct and the applicant agrees to the terms contained herein.



 Signature of Applicant

 C.O.O. 06/27/24

 Title Date

STATE OF FLORIDA
 COUNTY OF Pasco

This foregoing instrument was acknowledged before me
 this 27th day of June, 2024, by
Jeff Taylor
 as COO (title)
 for Medfleet LLC
(Company Name)

Louise I. Meserve

 Notary Signature



NOTARY SEAL/STAMP

Personally Known OR Produced Identification _____
 Type of Identification produced: _____



MedFleet Company Officer Experience
Polk County COPCN Item 5

Herman Schwarz – Chief Executive Officer

Herman Schwarz joined as CEO of PatientCare EMS Solutions in 2018. Prior to this role, he served from 2009 to 2017 as the CEO of LogistiCare Solutions, the leading non-emergency transportation management company in the Medicaid and Medicare space. He began his career with LogistiCare in 2007 as chief operating officer. Previous roles include president, CEO and director of Aegis Communications, multiple senior executive positions at National Service Industries, a management consultant with Mars & Co and as a senior accountant with Arthur Andersen & Co., where he earned his CPA.

He holds a Bachelor of Science in Commerce from the University of Virginia, and an MBA in Finance from the Wharton School of Business at the University of Pennsylvania.

Michael Odrich – President

Mike Odrich is a Managing Partner and Founder of A&M Capital. Previously, Mr. Odrich was a Managing Director and Global Head of the Private Equity business of Lehman Brothers Holdings Inc. He built, managed and controlled investment oversight of an alternative investment business with 38 different investment strategies and six asset classes with \$35 billion of capital under management.

Mr. Odrich currently serves as a director of Med-Metrix, BrightPet Nutrition Group, GS Foods Group, PatientCare EMS Solutions, WHC Energy Services, Talus Payments, Novum Orthopedics, P2P Staffing and Morpheus Data Holdings. He also serves on the Investment Committee for the Stanford University Department of Athletics DAPER Investment Fund.

Mr. Odrich holds a BA from Stanford University and an MBA from Columbia University.

Michael Dost – Vice President

Michael Dost joined PatientCare in October 2020 as Senior Vice President and Chief Financial Officer with overarching responsibilities for all finance and accounting related matters as well as information technology services. He has over 30 years of business and finance experience in the healthcare, consumer products and automotive industries.

Mike is the former CFO for New Jersey Urology, a large managed services organization with 60 locations including patient care, cancer treatment centers and a pathology lab. Previously, Mike served as the CFO for Dental Services Group, Heartland Dental, Learning Resources and Affiliates, GVW Holdings, and the University of Chicago Health System.

Prior to his business career, Mike worked for the administrations of three United States Presidents in the Office of Management and Budget, where he rose to the level of Chief of Health and Human Services.

Mike has a Bachelor of Arts in Political Science from the University of Central Florida and a Master of Arts in Public Policy from the University of Chicago.



State the Facts Showing Demand
Polk County COPCN Item 8

This is not an addition of MedFleet, LLC. as a new provider. This is a name change of the "Affordable Transport, Inc." naming on the COPCN to "MedFleet, LLC. dba ATI Ambulance", which is subsequent to an asset purchase of Affordable Transport, Inc. This transaction occurred on March 1, 2024 and MedFleet, LLC. is now the parent Company and will be "Doing Business As" ATI Ambulance.

All required paperwork has been submitted to and approved by the Florida Secretary of State for the Fictitious Business Name. This is not a service change but a naming change only.

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Medfleet, LLC has requested authorization to provide Type G, Advanced Life Support (ALS) Inter-facility Transport Service in Polk County; and;

WHEREAS the above-named service affirms that it will maintain compliance with the requirements of Chapter 401, Florida Statutes; the Rules of the Department of Health; Chapter 64J-1, Florida Administrative Code; and the Polk County Code of Ordinances.

THEREFORE, the Board of County Commissioners of Polk County hereby issues a Type G, Certificate of Public Convenience and Necessity ("COPCN") as defined by Polk County Ordinance 10-066 to Medfleet, LLC to provide services within the incorporated and unincorporated areas of Polk County, Florida, with the limitations as prescribed herein.

In issuing this Certificate, the governing body of Polk County has considered recommendations of affected municipalities.

By accepting this Certificate of Public Convenience and Necessity, Medfleet, LLC agrees to indemnify Polk County, Florida, for any claims or losses arising out of its operations.

Limitations: This COPCN Certificate will be null and void if: the provider does not maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1 Florida Administrative Code (F.A.C.), the Polk County Code of Ordinance and should the provider refuse to provide or deny medical ambulance inter-facility ground transport service to medically needy patients. This certificate shall not be transferrable, either voluntarily or by operations of law, without prior written approval by the county.

Date of issue: August 8, 2023



Chairperson, Board of County Commissioners

Date of Expiration: August 8, 2028

(Unless suspension or revocation is prior thereto)



MEDFLEET LLC dba ATI

Unit Name	Year	TAG	Mileage	VIN	Type of Vehicle	State ALS Permit	State BLS Permit
DC05	2019	RKGR59	336,572	1FDYR2CMXKKA96645	Ford Transit 250 type II	22515	7038
DC06	2019	RKGR69	306,778	1FDYR2CM1KKA96646	Ford Transit 250 type II	22516	7039
DC07	2019	RKGR63	326373	1FDYR2CMOKKA96640	Ford Transit 250 type II	22517	7040
DC08	2019	RKGR66	337,314	1FDYR2CM6KKA96643	Ford Transit 250 type II	23491	7041
DC09	2019	RKGR65	294,569	1FDYR2CM3KKA96647	Ford Transit 250 type II	22519	7042
DC10	2019	RKGR64	344,078	1FDYR2CM5KKA96648	Ford Transit 250 type II	22520	7043
DC01	2022	MIV99T	94,709	1FDBR1CGXNKA76197	Ford Transit 250 type II	24881	6903
DC02	2022	MIV01U	92,860	1FDBR1CG7NKA73256	Ford Transit 250 type II	24880	6902
DC03	2023	RKGR68	67,281	1FDBR1CG6PKA23709	Ford Transit 250 type II	25125	6986
DC04	2023	RGKR62	67,289	1FDBR1CG1PKA11516	Ford Transit 250 type II	25124	6987
DC11	2023	RKVT80	30,023	1FDBR1CG5PKA84016	Ford Transit 250 type II	25613	7209
DC12	2023	RKVT77	35,710	1FDBR1CG9PKA84083	Ford Transit 250 type II	25614	7210
DC45	2017	RKGR67	288,080	1FDYR2CM2HKA15419	Ford Transit 250 type II	25278	6293
DC46	2017	6171UW	302,932	1FDYR2CM9HKA02716	Ford Transit 250 type II	25279	5934
DC47	2019	MIV00U	298,718	1FDYR2CM7KKB31769	Ford Transit 250 type II	25280	6294
DC49	2016	RKGR74	318,967	1FDYR2CM7GKA96576	Ford Transit 250 type II	25279	6296
DC50	2019	RKGR74	282425	1FDYR2CM7KKA96649	Ford Transit 250 type II	25282	6295
DC51	2016	RKGR79	339,033	1FDYR2CM0GKA96581	Ford Transit 250 type II	25283	5937
DC52	2016	RKGR80	410,793	1FDYR2CM0GKA96578	Ford Transit 250 type II	25284	5091
DC53	2017	RKGR61	331,299	1FDYR2CM7HKA02715	Ford Transit 250 type II	25285	6269
DC54	2017	RKGR81	298,928	1FDYR2CM3HKA02713	Ford Transit 250 type II	25286	6297
DC55	2019	RKGR75	278,034	1FDYR2CM4KKB31762	Ford Transit 250 type II	25287	5932
SUP 1	2019	KP422R	94,053	3GKALMEV4K1374175	GMC Terrain	N/A	N/A



**ATI Ambulance
EMT and Paramedic Credential Listing**

Last Name	First Name	DOB	Hire Date	Position	State License Num	State License Eff Date	State License Exp Date
Alcantara	Adrianna	4/25/2001	9/21/2020	EMT	EMT570805	11/22/2022	12/1/2024
Baert	Alana	9/15/1996	7/6/2020	EMT	EMT569906	8/23/2022	12/1/2024
Baker	M Shawn	3/6/1976	7/31/2017	EMT	EMT558115	11/22/2022	12/1/2024
Bennett	Amber	10/20/1992	3/28/2022	Paramedic	PMD539503	8/16/2021	12/1/2024
Blank	Shane	8/13/2004	8/28/2023	EMT	EMT584487	8/18/2023	12/1/2024
Brooks	Elijah	10/10/1984	11/14/2018	Paramedic	PMD 521851	8/25/2022	12/1/2024
Clardy	Kendra	5/30/1983	2/3/2020	EMT	EMT568534	11/23/2022	12/1/2024
Coates	Michael	11/1/1962	7/6/2020	Paramedic	PMD8859	9/8/2020	12/1/2024
Cruz	Kiara	4/28/2004	3/11/2024	EMT	EMT585567	10/25/2023	12/1/2024
Cruz	Sara	8/23/1990	1/2/2024	Paramedic	PMD541470	7/9/2022	12/1/2024
Donaldson	Kjuan	5/20/2000	3/27/2023	Paramedic	PMD542270	10/27/2022	12/1/2024
Dulin	Caleb	1/27/1996	2/29/2016	Paramedic	PMD 534024	9/18/2018	12/1/2024
Ellis	Loralei	8/31/1960	8/28/2017	EMT	EMT19610	8/15/2022	12/1/2024
Ferguson	Katharine	6/22/1983	2/9/2023	EMT	EMT578658	5/24/2022	12/1/2024
Fernandez	Frank	11/25/1975	6/30/2020	EMT	EMT547981	11/22/2022	12/1/2024
Fisher	Michael	10/13/1989	7/13/2020	Paramedic	PMD 525811	11/29/2022	12/1/2024
Garcia	George	5/21/1969	9/18/2023	EMT	EMT555558	11/2/2022	12/1/2024
Gibson	Trinton	8/9/2002	7/24/2023	EMT	EMT584446	8/16/2023	12/1/2024
Goodwin	Benjamin	7/21/1992	9/25/2023	EMT	EMT576654	10/28/2022	12/1/2024
Hager	Martin	4/13/1988	5/3/2021	EMT	EMT532109	11/16/2018	12/1/2024
Harris	Dalton	10/2/1994	1/22/2018	Paramedic	PMD537739	11/22/2022	12/1/2024
Harwell	Kimberly	9/30/2003	6/19/2023	EMT	EMT581349	1/5/2023	12/1/2024
Hendron	Cassandra	10/17/2001	9/18/2023	EMT	EMT584681	8/29/2023	12/1/2024
Hicks	Molly	2/9/1986	9/9/2019	EMT	EMT 565266	11/22/2022	12/1/2024
Hicks	Alex	7/16/1980	4/17/2023	EMT	EMT580772	10/25/2022	12/1/2024
Johnson	Anesa	12/17/1998	11/22/2021	EMT	EMT572967	3/15/2021	12/1/2024
Juarbe Rivera	Joshua	11/22/1994	3/27/2023	Paramedic	PMD542602	1/21/2023	12/1/2024
Keaney	Grace	3/17/2004	12/11/2023	EMT	EMT581296	12/28/2022	12/1/2024
Langenkamp	Nathaniel	1/4/2001	1/2/2023	EMT	EMT542561	1/12/2023	12/1/2024
LaRocca	Ysabel	8/6/1999	2/5/2024	EMT	EMT585951	12/6/2023	12/1/2024
Leonhardt	Aidan	9/11/2003	1/8/2024	EMT	EMT585652	10/30/2023	12/1/2024
Lopez	Sara	1/28/1992	8/28/2023	EMT	EMT583583	6/16/2023	12/1/2024
Lopez-Roman	Manny	2/16/1996	4/3/2023	Paramedic	PMD542977	3/18/2023	12/1/2024
Ortiz	Marcos	6/9/1978	5/24/2021	Paramedic	PMD532966	11/25/2022	12/1/2024
Ortiz Rosario	Angel	10/17/1980	8/9/2022	Paramedic	PMD532813	9/10/2020	12/1/2024



**ATI Ambulance
EMT and Paramedic Credential Listing**

Oses	Gustavo	2/17/2001	7/17/2023	EMT	EMT583884	7/11/2023	12/1/2024
Perez	Daniel	5/10/1994	7/17/2017	EMT	EMT557117	6/22/2021	12/1/2024
Pewitt	Cody	4/15/1996	5/5/2020	EMT	EMT569162	11/22/2022	12/1/2024
Powell	Ronald	2/8/1974	12/5/2016	EMT	EMT21989	2/5/2021	12/1/2024
Ramos	Christopher	11/1/1995	3/18/2018	EMT	EMT560120	3/15/2018	12/1/2024
Rhone	Justin	10/16/1993	5/1/2023	EMT	EMT553227	7/14/2016	12/1/2024
Rodriguez	Jonathan	7/1/1991	6/17/2016	EMT	EMT550470	3/26/2021	12/1/2024
Rushing	Michael	3/19/1980	3/20/2023	EMT	EMT580998	11/18/2022	12/1/2024
Ryan	Austin	11/11/1998	1/6/2023	Paramedic	PMD538330	10/5/2022	12/1/2024
Saenz	Eduardo	6/28/1997	11/9/2020	EMT	EMT571003	9/29/2020	12/1/2024
Sanabria	William	6/9/1980	8/28/2017	Paramedic	PMD518665	11/22/2022	12/1/2024
Santiago	Jose	8/2/1990	4/30/2018	Paramedic	PMD532865	3/8/2021	12/1/2024
Sargent	Sarah	6/8/1991	10/24/2016	EMT	EMT546458	11/22/2022	12/1/2024
Shelton	Zachary	9/17/1997	1/29/2024	EMT	EMT585553	10/23/2023	12/1/2024
Snapp	Lynsy	8/1/1997	1/31/2022	EMT	EMT577432	11/22/2022	12/1/2024
Stevenson	RaShawn	9/19/1986	7/26/2022	EMT	EMT526589	8/12/2022	12/1/2024
Story	John-Wesley	7/10/1990	1/22/2018	EMT	EMT563842	11/25/2020	12/1/2024
Tedana	Logan	3/27/1983	11/20/2015	EMT	EMT550599	11/1/2022	12/1/2024
Tennis	Justin	7/7/1993	1/7/2019	EMT	EMT567008	11/22/2022	12/1/2024
Thomas	Jason	4/22/1971	10/29/2018	Paramedic	PMD520881	11/22/2022	12/1/2024
Vazquez Clemente	Jose	9/27/1981	3/28/2022	Paramedic	PMD534162	11/23/2022	12/1/2024
Velasquez-Luna	Anthony	6/1/1996	8/22/2016	EMT	EMT553708	9/15/2022	12/1/2024
West	Chism	5/15/1993	6/20/2022	Paramedic	PMD533860	11/22/2022	12/1/2024
Wills	Corey	8/28/1991	12/4/2017	EMT	EMT560712	11/22/2022	12/1/2024
Ybarra	Edward	4/23/1999	12/6/2022	EMT	EMT572358	10/20/2022	12/1/2024
Ziter	Adam	11/1/1996	9/5/2023	EMT	EMT585075	9/19/2023	12/1/2024



**STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT**

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: AFFORDABLE TRANSPORT, INC. Provider Number #: 10001
Name of Provider

3706 DMG DRIVE, LAKELAND, FLORIDA 33811
Address

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

HARDEE, HIGHLANDS, ORANGE, OSCEOLA POLK, SEMINOLE
County(s)

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

THIS CERTIFICATE EXPIRES ON: 01/18/2025

This certificate shall be posted in the above mentioned establishment

ATI Ambulance Location(s)
Polk County COPCN Item 12

ATI Ambulance will continue to operate based out of Lakeland.

- Address:
 - 3706 DMG Drive, Lakeland, Florida 33811
- Description:
 - This is the headquarter facility for ATI ambulance. That includes a deployment location, Communications Centers, Logistics and Support, and Administrative Offices.
- Hours of Operations:
 - The facility is staffed 24/7 for the Communications Center, Operations Supervisor, ALS Units.
 - The normal Administrative Business hours are Monday through Friday from 8:00 AM until 5:00 PM.
- Staffing:
 - Ambulances area staffed as follows:
 - ALS - Minimum of One (1) Florida Licensed Paramedic, and one (1) Florida Certified EMT.
 - BLS - Minimum of One (1) Florida Certified EMT, and one (1) Emergency Medical Responder
- Phone Number:
 - (863) 698-9764



“Back-Up Availability”
Polk County COPCN Item 13

ATI Ambulance will continue to operate based out of Lakeland with the current twenty-two units. ATI has the ability to quickly send a second unit in case of a critical failure. The same capacity applies to the coverage of multiple calls during any given time frame. As ATI is now a part of MedFleet, LLC., there is also the ability to summon aid from the MedFleet Operations in Pasco County.

ATI Rate Schedule
Polk County COPCN Item 19

A0428 – BLS NON-EMERGENT	\$361.00
A0429 – BLS EMERGENT	\$553.00
A0426 – ALS NON-EMERGENT	\$425.00
A0427 – ALS EMERGENT	\$649.00
A0433 – ALS (3+ IV, = other ALS procedure)	\$922.00
A0434 – SCT (vented, blood products, trauma alerts)	\$1082.00 + 13.00/ MILE
A0425 – MILEAGE	\$12.00/MILE
NON-MEDICAL STRETCHER	\$160.00 + \$7.50/MILE
BARIATRIC RATE*	\$220.00
ALS WAIT TIME**	\$165.00/PER 30 MIN
BLS WAIT TIME**	\$110.00/PER 30 MIN
NMS WAIT TIME**	\$80.00/PER 30 MIN

* - Bariatric is considered criteria is anything over 300 lbs. or 40 BMI.

** - Wait time begins when pick-up extends longer than 1-hour or crew is requested to wait for a wait and return trip.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Edgewood Partners Ins. Center		NAMED INSURED Paramedics Logistics Operating Company, LLC 12200 US-19 North Hudson FL 34667	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Professional Liability/General Liability/Umbrella Liability
-Additional Insured where required by written contract
-Waiver of Subrogation where required by written contract (General Liability and Umbrella)
-Primary & Non-Contributory where required by written contract (General Liability)
-Claims Made coverage applicable to Professional Liability and Umbrella Policies.

Automobile Liability
-Additional Insured where required by written contract
-Waiver of Subrogation where required by written contract
-Primary and Non-Contributory where required by written contract

Workers' Compensation
-Alternate Employer Endorsement
-Waiver of Subrogation as required by written contract

See Attached

Physician or his appointee shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include in addition to the development of protocols and standing orders, direction to personnel of the provider as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by section 252.34(3), FS.;

(b) Develop and implement a patient care quality assurance system to assess the medical performance of paramedics and EMTs. The Physician shall audit the performance of system personnel by use of a quality assurance program to include but not be limited to a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures. The Physician shall be responsible for participating in quality assurance programs developed by the State of Florida Department of Health ("Department");

(c) The Physician shall possess proof of current registration as a medical director with the U.S. Department of Justice, Drug Enforcement Administration (DEA), to provide controlled substances to an EMS provider. DEA registration shall include each address at which controlled substances are stored. Proof of such registration shall be maintained on file with MedFleet and shall be readily available for inspection;

(d) Ensure and certify that security procedures of the EMS provider for medications, fluids and controlled substances are in compliance with chapters 499 and 893, F.S., and chapter 61N-1, F.A.C.;

(e) Create, authorize and ensure adherence to, detailed written operating procedures regarding all aspects of the handling of medications, fluids and controlled substances by the provider;

(f) Notify the Department in writing of each substitution by the EMS provider of equipment or medication;

(g) Assume direct responsibility for: the use of an automatic or semi-automatic defibrillator; the use of a glucometer; the administration of aspirin; the use of any medicated auto injector; the performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s by an EMT, The Physician shall ensure that the EMT is trained to perform these procedures; shall establish written protocols for the performance of these procedures; and shall provide written evidence to the Department documenting compliance with provisions of this paragraph;

(h) An EMT employed by a licensed ALS provider is authorized to-start-a non-medicated IV under the following conditions:

1. A non-medicated IV is initiated only in accordance with Department approved protocols of the licensed ALS provider's medical director. These protocols must include a requirement that the non-medicated IV be initiated in the presence of a Florida certified paramedic (of the same licensed provider) who directs the EMT to initiate the IV.
2. If the licensed ALS provider elects to utilize EMTs in this capacity, the licensed EMS provider shall ensure that the medical director provides IV Therapy training deemed sufficient by the medical director. The licensed EMS provider shall document successful completion of such training in each EMT's training file and make documentation available to the Department upon request.
 - (i) Ensure that all EMTs and paramedics are trained in the use of the -trauma scorecard methodologies as provided in Rule 64J-2.004, F.A.C., for adult trauma patients and Rule 64J-2.005, F.A.G., for pediatric trauma patients;
 - (j) Develop and revise when necessary TTPs for submission to the department for approval;
 - (k) Participate in direct contact time with EMS field level providers for a minimum of 10 hours per year. Notwithstanding the number of EMS providers served by the medical director, direct contact time shall be a minimum of 10 hours per year per medical director, not per provider.
 - (l) Insure proper administration and execution of the business's patient care policies;
 - (m) Provide medical expertise to the business,
 - (n) Monitor the selection of the appropriate treatment modality and treatment setting for business patients;
 - (o) Participate in on-site governmental and managed care organization surveys upon request of PMP, review federal, state and local survey reports and as needed, participate in the development and implementation of appropriate plans of correction;
 - (p) Review all business incident reports, patient complaints and quality management reviews and implement corresponding actions, if necessary;
 - (q) Make recommendations to MedFleet in keeping costs of the Business to a minimum;
 - (r) Be available to act as liaison with business' affiliated medical institutions;
 - (s) Maintain the business' overall quality management program, procedures to promote the consistency and quality of all services provided at the business by non-Physician personnel and at all times operate the Business so it is in compliance with all applicable governmental requirements, and;

(t) Cooperate with Business' insurance carriers and/or its designees regarding any claims, investigation or lawsuits involving the services provided hereunder and immediately notify business upon receipt of any such claim, investigation, or lawsuit.

1.3 MedFleet Obligations: MedFleet's obligations to provide services hereunder are conditioned upon MedFleet providing the following services to the business:

- (a) Financial services, including bookkeeping, billing, general ledger and collection services;
- (b) Periodic updates on changes in federal and state regulations affecting the operations of the business;
- (c) Appropriate furnishing and maintenance of the business and equipment, and;
- (d) Adequate staffing at the business.

ARTICLE 2 TERM AND TERMINATION

2.1 Term: The "Effective Date" of this Agreement shall be the first date written above. This agreement shall remain in full force and effect until the 1st anniversary of the effective date; unless otherwise terminated in accordance with the Article 2 ("Initial Term"); provided, however, that this agreement is terminated during the initial term, the parties shall not enter into an agreement regarding the subject matter of this agreement for the remainder of the initial term. Following the initial term, this agreement will be automatically renewed for successive one (1) year terms ("Renewal Terms"), unless either party terminates the agreement in accordance with this Article 2.

2.2 No Fault Termination: Either party may terminate this agreement for any reason or no reason by giving sixty (60) days written notice to the other party.

2.3 Termination by Agreement: If MedFleet and the Physician shall mutually agree in writing, this agreement shall be terminated on the time and date stipulated therein.

2.4 Termination for Cause: A party may terminate this agreement and all rights and liabilities created by this agreement immediately, at any time for cause for the following events of the other party;

- a) A party's intentional dishonesty, misconduct, or misappropriation of funds;
- b) A party's disparagement of the other party or any of its representatives or employees;
- c) A party's refusal to perform properly designated task;

- d) A party's gross negligence in the performance of medical or other functions;
- e) The suspension or revocation of a party's license to conduct business;
- f) A party's act or omission that could be materially detrimental to the reputation of the other party;
- g) A party's failure to materially perform or observe any of the terms or provisions of this agreement;
- h) A party's material breach of any of the terms or provisions of this agreement;
- i) The reprimand of a party by a federal or state regulatory or professional oversight board or;
- j) The failure of any of the party's representations in this Agreement.

2.5 Effect of Termination or Expiration:

(a) Following the expiration of this Agreement or its termination for any reason, a party shall not intentionally interfere with any intent by the other party to contract with any other individual or entity for the provision of medical director services.

**ARTICLE 3
COMPENSATION**

3.1 Compensation: In consideration of the services, covenants, and agreements agreed to be performed by the Physician during the initial or renewal term of this agreement. MedFleet shall pay the Physician ~~two thousand (\$2,000.00) dollars~~ ^{for three thousand (\$3,000.00) dollars} on a monthly basis for all month's the Physician performs at least four (4) hours of service under this Agreement per week and MedFleet shall pay the Physician a prorated amount for all months in which the Physician performs less than four (4) hours of service under this agreement per week. On a monthly basis, the Physician shall submit to MedFleet written records of all hours worked providing services under this agreement. The Physician agrees to accept this payment by MedFleet as the total for all services, covenants, and agreements pursuant to this agreement, provided, however, ninety (90) days prior to each annual anniversary of the Effective Date of the Initial Term and any Renewal Term, the parties shall discuss in good faith whether any adjustment to the compensation described in Article 3 herein would be appropriate to reflect fair market value of the services provided hereunder by The Physician. No change to the compensation shall be made unless both parties agree in writing any such change shall be effective for at least 12 months from the effective date of such change.

3.2 Addition Effect of Termination: If either MedFleet or the Physician terminates this agreement or it expires before the end of a business pay period, the compensation shall be

prorated on a daily basis for purposes of calculating the amount of compensation due to the Physician through the date of the termination or expiration. MedFleet may offset any sums owing it due from the Physician from such owed sums.

ARTICLE 4 STATUS OF PARTIES

4.1 Tax Status: It is mutually understood that the Physician engaged to perform services required hereunder are to be engaged by The Physician and shall be independent contractor of the MedFleet or the business, and under no circumstances shall be an employee of MedFleet or the business. The Physician shall be responsible for any payroll and similar taxes related to its engagement of the Physician(s), and neither the Physician nor its the Physician(s) shall be entitled to any benefits afforded to the employees of MedFleet. In event that the United States Internal Revenue Service "(IRS)" should question or challenge the worker status of The Physician or its the Physicians, the parties hereto mutually agree that both the Physician and MedFleet shall have the right to participate in any discussion or negotiation with the IRS, irrespective of or by whom such discussions or negotiations are initiated; and each party shall notify the other in advance of any planned meeting or discussion.

4.2 No Agency: The Physician shall not have the right or authority and hereby expressly covenants not to enter a contract in the name of MedFleet, LLC or otherwise bind MedFleet in any way, without the express written consent of MedFleet. However, the Physician shall advise and assist MedFleet in securing and retaining contracts in the name and for the account of MedFleet with such individuals or entities as necessary for the proper and efficient functioning of MedFleet.

Article 5 Indemnification

5.1 Insurance Coverage: MedFleet shall purchase and maintain at its expense, for the Physician, professional and general liability insurance coverage in such amounts as are reasonably standard in health care from a commercial insurance company licensed to transact insurance in the State of Florida. MedFleet, at its option, may choose to provide coverage under a self-insurance program. Such insurance coverage will only apply to the Physician's responsibilities and services related to this agreement. MedFleet shall deliver to the Physician, upon written request, satisfactory evidence of such insurance.

Article 6 Representations

6.1 The Physician Representations and Warranties: In performing services under this

Agreement, the Physician covenants and warrants that(s)he:

- a) Is licensed without restriction to practice medicine in the State of Florida and has never had any such license in this or any other state limited, withdrawn, suspended, subject to reprimand, curtailed placed on probation or revoked;
- b) Has never been denied membership or reappointment to membership on medical staff of any health care business, and no health care business medical staff membership or clinical privileges of a Physician have ever been limited, suspended, curtailed, revoked, placed on probation, or withdrawn, subject to reprimand whether voluntarily or as a result of action (either formal or informal) initiated by health care Business or its medical staff.
- c) Will use his/her best and most diligent efforts and professional skills and judgement in rendering services under this agreement;
- d) Will immediately notify MedFleet of any denial, suspension, revocation or curtailment of licensure or certification status, medical staff membership or clinical privileges held by The Physician with any state, company, payor or health care business;
- e) Will immediately notify MedFleet in writing of receipt of any action, claim or lawsuit alleging professional negligence lodged against The Physician individually or any entity with which he/she is affiliated, and;
- f) Will immediately notify MedFleet of any sanction, threatened sanction, investigation or proceeding by any governmental agency or any entity regarding the Physician's participation in Medicare and Medicaid program or any third-party payor program in which the business participates.

ARTICLE 7 MISCELLANEOUS

7.1 Business Associate Agreement: The parties hereto will enter a "Business Associate Agreement" prior to the provision of any services by The Physician under this Agreement.

7.2 Notices: Any notices to be given under this Agreement shall be deemed given if sent U.S. certified mail, returned receipt requested, to parties at the following addresses:

MedFleet: MedFleet, LLC
Attn: Jeff Taylor
12200 US Hwy 19 N

Hudson, FL 34667

Physician: Dr. Thomas Edwards
PO Box 537
San Antonio, FL 33576

If either party desires to change either address of the person to whom notice is to be given, such change must be made in writing, delivered to the parties.

7.3 Amendments: This Agreement may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing and approved by the parties hereto.

7.4 Assignability: This Agreement shall not be assigned by MedFleet or the Physician, however, MedFleet may assign this Agreement to its Corporate Affiliate¹ and without prior written notice.

7.5 Severability and Termination Provisions: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws in effect during the term of this Agreement, the illegality, validity or enforce ability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

7.6 Headings: The headings of this Agreement are inserted for convenience only and are not to be considered in construction of the provisions hereof.

7.7 Entire Agreement: This Agreement constitutes the full contract and agreement of the parties, superseding all prior or contemporaneous agreement, either oral or written.

7.8 Construction of the Agreement and Binding Effect: This Agreement shall be construed and interpreted to the laws of the State of Florida.

7.8 Non-Waiver: The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

¹ Corporate Affiliate means any parent, sister organization or subsidiary business entity of MedFleet, LLC

7.9 Disputes and Governing Law: The parties agree that any dispute arising in connection with, or relating to, this Agreement or termination of this Agreement, to the maximum extent allowed by applicable law, shall be subject to resolution through informal methods and, failing such efforts, through arbitration. Either party may notify the other party of the existence of any dispute by written notice to the address indicated hereinabove, the parties shall thereafter attempt-in good faith to resolve their differences within thirty (3) days after receipt of such notice. If the dispute cannot be resolved within such a 30-day period, either party may file a written demand for arbitration with the other party. The arbitration shall proceed in accordance with the terms of the Federal Arbitration Act and the rules and procedures of the American Arbitration Association's procedures to resolve the dispute. The parties agree that in the event arbitration is necessary, the laws of the State of Florida and any applicable federal laws shall apply. The place of the arbitration shall be Hudson, Pasco County, Florida State. The award of the arbitrator shall be binding and conclusive upon the parties. Either party shall have the right to have the award made the judgement of a court of competent jurisdiction in the State of Florida. In any event the arbitrator shall not make an award greater than the value of this Agreement.

Signature page below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written to be effective as provided hereinabove.

MedFleet, LLC

By: 

~~Jeff Taylor, Chief Operating Officer~~ *Jeffrey M. Schwartz, CEO*

Date: 5 / 15 / 24

Physician

By: 

Thomas Edwards, D.O.

Date: 5 / 15 / 24

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FE3422805	08-31-2024	\$888

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	PRACTITIONER	08-06-2021

EDWARDS, THOMAS LLOYD, DO
 MEDFLEET, LLC
 12200 US HIGHWAY 19
 HUDSON, FL 346672060

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
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 WASHINGTON D.C. 20537

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 MEDFLEET, LLC
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 HUDSON, FL 346672060

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Your license number is OS 6349.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.



The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.


**STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE**

DATE	LICENSE NO.	CONTROL NO.
MARCH 12, 2024	OS 6349	104201


**THE OSTEOPATHIC PHYSICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.**

EXPIRATION DATE: MARCH 31, 2026

**THOMAS LLOYD EDWARDS
36739 STATE RD 52
LYNAN PROFESSIONAL CENTER
ROOM 207D
DADE CITY, FL - 33525**



Ron DeSantis
GOVERNOR



Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW


STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
MARCH 12, 2024	OS 6349	104201

THE OSTEOPATHIC PHYSICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

THOMAS LLOYD EDWARDS
Expiration Date: MARCH 31, 2026

LICENSEE SIGNATURE



State of Florida


Department of State

I certify that the attached is a true and correct copy of the Application For Registration of the Fictitious Name ATI AMBULANCE, registered with the Department of State on May 1, 2024, as shown by the records of this office.

The Registration Number of this Fictitious Name is G24000057662.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Second day of May, 2024




Secretary of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000057662

Fictitious Name to be Registered: ATI AMBULANCE

Mailing Address of Business: 3706 DMG DRIVE
LAKELAND, FL 33811

Florida County of Principal Place of Business: MULTIPLE

FEI Number: 84-3941942

FILED
May 01, 2024
Secretary of State

Owner(s) of Fictitious Name:

MEDFLEET, LLC.
12200 US HIGHWAY 19
HUDSON,, FL 34667 US
Florida Document Number: M19000011922
FEI Number: 84-3941942

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

JEFF TAYLOR

05/01/2024

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested (X)

AFFIDAVIT OF PUBLICATION

Polk Sun

Published Weekly

Winter Haven, Polk County, Florida

Case No. Medfleet LLC d/b/a ATI Ambulan

STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned authority, Anita Swain, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Polk Sun, a newspaper published at Winter Haven in Polk County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

July 24, 2024

Affiant further says that the Polk Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Anita Swain

Anita Swain

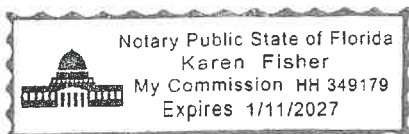
Sworn to and subscribed before me this 24th day of July 2024 by Anita Swain, who is personally known to me.

Karen Fisher

Karen Fisher, Clerk, Notary Number: #HH349179
Notary expires: January 11, 2027

00023520 00161843 863-519-

Polk County Fire Rescue
1295 Brice Blvd
Bartow, FL 33830



NOTICE

YOU ARE HEREBY NOTICED pursuant to Polk County Ordinance 12-029, that Medfleet LLC d/b/a ATI Ambulance, Type G & Type H, a licensed for-profit pre-hospital ambulance provider by the State of Florida, Department of Health has submitted an Initial application of their Type H and Type G Certificate of Public Convenience and Necessity (COPCN) to operate a Basic Life Support Inter-facility Transport Service within the geographical bounds of Polk County, including all incorporated areas. This level of service encompasses ambulance transport of medically necessary patients to and from medical facilities. This does not include any 911 prehospital responses. In accordance with Polk County Ordinance 12-029 further information on the application is available at the Polk County Fire Rescue Administrative Offices; 1295 Brice Blvd. Bartow, Florida 33830. Any interested person who may be substantially affected by the proposed operation may, within thirty (30) days, file a written objection to the application, specifying the reason therefore, to Polk County Fire Rescue; 1295 Brice Blvd., Bartow, Florida 33830; Attn: Office of Medical Director.

July 24, 2024 161843

NOTICE

YOU ARE HEREBY NOTICED pursuant to Polk County Ordinance 12-029, that **Medfleet LLC d/b/a ATI Ambulance, Type G & Type H**, a licensed for-profit pre-hospital ambulance provider by the State of Florida, Department of Health has submitted an Initial application of their Type H and Type G Certificate of Public Convenience and Necessity (COPCN) to operate a Basic Life Support Inter-facility Transport Service within the geographical bounds of Polk County, including all incorporated areas. This level of service encompasses ambulance transport of medically necessary patients to and from medical facilities. This does not include any 911 prehospital responses. In accordance with Polk County Ordinance 12-029 further information on the application is available at the Polk County Fire Rescue Administrative Offices: 1295 Brice Blvd. Bartow, Florida 33830. Any interested person who may be substantially affected by the proposed operation may, within thirty (30) days, file a written objection to the application, specifying the reason therefore, to Polk County Fire Rescue; 1295 Brice Blvd., Bartow, Florida 33830; Attn: Office of Medical Director.

July 24, 2024 161843

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Breezi Hicks

From: Sheila Cox OMD, Drawer No. FR01

Dept: Polk County Fire Resque Ext. _____

Date: 7/10/2024

Request (in detail): COPCN renaming

7/11/24 ORC!
owner's proof of the name change

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: Breezi Date: JUL 11 2024

County Attorney Project No.: 2024-390
Logged out: 7-11-24