Agenda Item #: 5B-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

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Meeting Date: Oct	tober 19, 2021	Second Second]Consent]Ordinance	[X]	Regular Public Hearing
Department:	Department of Public	S	afety		
Submitted By:	Department of Public	S	afety		
Submitted For:	Division of Emergence	y	Management		
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the issuance of three (3) Special Secondary Service Certificates of Public Convenience and Necessity (COPCN) with conditions to Hatzalah of Palm Beach, Inc. (Hatzalah) for the communities of Wyndsong Estates Homeowners' Association (Wyndsong Estates), Wyndsong Isle Homeowners' Association (Wyndsong Isle Estates), and The Club at Indian Lakes Homeowners' Association, Inc. (The Club at Indian Lakes).

Summary: Hatzalah has applied for a Special Secondary Service COPCN to provide Advanced Life Support (ALS) first response, non-transport services for Wyndsong Estates, Wyndsong Isle Estates, and The Club at Indian Lakes. The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the applications. confirmed compliance with the Emergency Medical Service (EMS) Ordinance requirements, and recommends approval of three (3) Special Secondary Service ALS Provider - Non-Transport COPCNs with conditions to be issued. Hatzalah has not previously provided ALS services but has employees on staff with ALS service experience. The EMS Ordinance authorizes issuance of a COPCN with conditions for companies with ALS experienced staff but lacking entity performance history. A COPCN with conditions is subject to review for compliance with conditions after the initial six (6) months of operations. The COPCN is continued until termination of the contract with the homeowner's association if the six-month review of conditions is satisfactory. The conditions established by the EMS Ordinance are: 1) confirmation from the Primary ALS Provider that ALS services were satisfactorily performed during the initial six (6) months of operations, and 2) documentation of entity implementation of a formal quality assurance program including at least three (3) quality assurance meetings with an invitation to the Primary ALS Provider. If the conditions are not satisfied, the COPCN is subject to immediate suspension by the County Administrator or designee and is subject to permanent revocation by the Board of County Commissioners. The COPCN will be issued for operations restricted to the confines of Wyndsong Estates, Wyndsong Isle Estates, and The Club at Indian Lakes for the period of October 19, 2021, until Hatzalah's contractual agreement with the three (3) communities is terminated. Palm Beach County Fire Rescue is the Primary COPCN holder and has signed a Memorandum of Understanding with Hatzalah to provide such services in their respective zone. The EMS Advisory Council has also approved the recommendation to grant Hatzalah a Special Secondary Service ALS Provider - Non-Transport COPCN. District 5 (SB)

Background and Policy Issue: Continued on page 3.

Attachments:

- 1. Summary Reports of COPCN applications
- 2. COPCN Applications (3)
- 3. COPCN (6 originals)
- 4. Proof of Publication

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Sepole	10/5/21
Department Director	Date
Well & Der	10/13/2021
Assistant County Administrator	Date
	Department Director

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact **Fiscal Years** 2026 2022 2023 2024 2025 Capital Expenditures **Operating Costs External Revenues** (\$1,500)Program Income (County) In-Kind Match (County) **Net Fiscal Impact** (\$1,500)*# ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included In Current Budget? Yes __X No Does this item include the use of federal funds? Budget Account Exp No: Fund__ Dept _ Unit _ Object Rev No: Fund 0001 Dept 660 Unit 7110 RevSc 2900/4295 B. Recommended Sources of Funds/Summary of Fiscal Impact: *A one-time application fee of \$500 per COPCN application was collected. Permit fee of \$150 per unit/vehicle inspected will_be charged annually. Fiscal impact will depend on number of vehicles. Contractual agreement active until terminated. Departmental Fiscal Review: III. REVIEW COMMENTS A. OFMB Fiscal and/or Contract Dev. and Control Comments B. Legal Sufficiency: C. Other Department Review: **Department Director**

This summary is not to be used as a basis for payment.

Background and Policy Issue (continued from page 1): Hatzalah will be the first non-profit volunteer non-transport COPCN holder for private communities to provide rapid response to medical emergencies and have the capability to provide ALS services until the primary ALS agency arrives. The PBC Code of Ordinances, Chapter 13, Sections 13-20, requires each private security agency providing ALS service to obtain a County "Special Secondary Service ALS Provider - Non-Transport" COPCN. The Florida Legislature passed Senate Bill 1084, which exempts faith-based volunteer first responder agencies from the County's COPCN requirements if the agency meets certain State's requirements; which includes operating in the State of Florida for 10 years. Since Hatzalah has not been operating in the State of Florida for 10 years, they are not exempt and required to apply for the County's Special Secondary COPCN.



Community: Wyndsong Estates

Agency Information

Corporate Name:

Name of Agency: Hatzalah of Palm Beach Inc.

Mailing Address: 10811 Cambay Circle, Boynton Beach, FL 33437

Base Station Address: 10811 Cambay Circle, Boynton Beach, FL 33437

Phone # 561-909-7219

Agency Public Sector ☐ Private Sector X

Chief's/ Manager's/ Owner's Name: Bruce Mediuck, EMT-P

Medical Director's Name: Gregg Nezowitz, MD

Medical Director's Business Address: 11564 Mantova Bay Cir. Boynton Beach, FL 33473

Medical Director's Medical License #: ME75671 Exp. Date: January 31, 2022



Requirement	Verification	Met Requirements
(1) Describe the need and area(s) or zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.	Wyndsong Estates Home Owners Association (Community of 55 homes, all ages) signed an agreement on 12/23/20 with Hatzalah to provide ALS non-transport emergency medical services to the community with no fees rendered.	Yes
(2) The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of early termination or an extension of the contract.	Hatzalah provided a letter from Wyndsong Estates HOA stating they were formally requesting the services of Hatzalah of Palm Beach Inc. to provide first response emergency medical services to their community members.	Yes
(3) A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.	A memorandum of understanding (MOU) between Hatzalah and the Primary Certificate of Public Convenience and Necessity Holder – Palm Beach County Fire Rescue (PBCFR) was approved and signed on 5/17/21. MOU will expire upon expiration or termination of Hatzalah's COPCN to serve Wyndsong Estates Homeowners Association.	Yes
(4) Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.	Hatzalah will adopt and utilize Palm Beach County Fire Rescue's patient care protocols as approved by Dr. Ken Scheppke.	Yes



Requirement	Verification	Met Requirements
(5) Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.	According to Florida Statute 401.25 (d) the applicant must obtain a certificate of public convenience and necessity from each county in which the applicant will operate before they can obtain a State license. Hatzalah Of Palm Beach, Inc. has not previously provided ALS services in the State of Florida. Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement are eligible for a one-time COPCN with conditions. Hatzalah has provided a letter stating they are aware that the initial COPCN will be granted on a conditional basis.	No - If awarded COPCN, will proceed with meeting requirements.
(6) Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for the response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate the ability to ensure continuity of operations.	Hatzalah provided a list of three (3) vehicles: 2016 Ford Taurus, 2012 Ford F-350, and a 2009 Lexus Gx470. A State profile sheet will not be available until they acquire their State EMS license.	Yes



Requirement	Verification	Met Requirements
(7) Personnel roster. Personnel must meet all	Hatzalah provided a list of five (5) paramedics. Paramedic Bruce	Yes
requirements of certification and training referred to	Medjuck has over 30 years' experience as a Paramedic between	
in 64J-1.020, Florida Administrative Code ("F.A.C.").	the State of New York and the State of Florida, he is a licensed	
The applicant must have at least one (1) supervisory	Florida Paramedic. They are currently recruiting more EMT's and	
or higher level employee who possesses a minimum	Paramedics.	
of three (3) years of experience in pre-hospital ALS		
Services.		
(8) Insurance verification. A copy of an insurance	Hatzalah provided a Certificate of Liability Insurance that meets	Yes
policy, a self-insurance policy, or a Certificate of	the minimum requirements set forth by Section 64J-1.002 F.A.C.	
Insurance is acceptable, so long as the agency meets	and Palm Beach County (PBC) is shown as the certificate holder.	
the minimum insurance limits as required by Section	The expiration date of the certificate of insurance is October 1,	:
64J-1.014(a), F.A.C. There must be a 30-day	2021.	
cancellation notice and Palm Beach County shall be		
shown as the certificate holder with a mailing address		
of 301 N. Olive Ave, West Palm Beach, FL 33401.		
(9) The Medical Director must be a Florida licensed	Hatzalah provided an executed contract with Dr. Gregg Nezowitz	Yes
physician. Provide a copy of a fully executed contract	to commence on January 1, 2021, and expire on December 31,	
or agreement. Include copies of the current DEA and	2022. Dr. Nezowitz's DEA license is current until 10/31/21 and his	
Florida Physician's License. Must meet requirements	medical director's license is current until 1/31/22.	
of 64J-1.004, F.A.C.		
(10) A letter from your Medical Director stating your	Hatzalah's Medical Director, Dr. Nezowitz has provided a signed	Yes
agency has adopted the minimum standard, pre-	letter that he has adopted the minimum standard pre-hospital	
hospital treatment/transport protocols.	treatment/transport protocols.	
(11) A letter from your Medical Director stating your	Hatzalah is not a transport agency. They are applying for a special	n/a
agency has adopted the countywide approved	secondary non-transport ALS license.]



Requirement	Verification	Met Requirements
Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.		
(12) The financial information of the applicant to ensure financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation, or company holding, owning, or in control of more than ten (10) percent stock or financial interest of another person, corporation, or company.	10/29/20 – Hatzalah provided a letter from their Certified Public Accountants, Feldman, Weisberg, Lesk & Kampfer, LLP that stated Hatzalah of Palm Beach, Inc. is a newly formed corporation in the State of Florida and is currently in the process of applying for 501C3 status as a volunteer organization. To date, Hatzalah has received donations in excess of \$50,000 and has pledges for donations post-license approval for over \$250,000. 5/17/21 - A letter was provided from the IRS stating Hatzalah of Palm Beach, Inc. has been determined to be exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) and they are considered to be a public charity. 8/6/21 – Audited financials from the period of 5/6/20 (inception) to 12/31/20 were received and verified by the PBC Public Safety Finance Director.	No – do not have 3 years financials due to newly formed corporation Yes - provided audited financials for period of 7 months.
(13) Copy of proposed rate structure, if any.	As a non-profit community-supported organization, ALS services are provided at no cost to the community.	Yes
(14) Except for current COPCN holders, a summary history of applicant's emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full continuum of patient care from call	Hatzalah has not provided ALS service in the State of Florida as an EMS Provider. The three (3) communities that Hatzalah of Palm Beach Inc. is applying for COPCN's in PBC, will be the first communities they will provide ALS service to in the State of Florida. This would make them eligible for a conditional COPCN as stated in the EMS Ordinance 2018-034, Section 13.22 (5) c., i., ii. Isaac Hersh provided a letter stating that Hatzalah is aware the initial COPCN will be granted on a conditional basis.	COPCN, will



Requirement	Verification	Met Requirements
initiation, during patient transport, and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past. Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.		
(15) Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).	There are no records of Federal, State, or Local vehicle or staff inspections. Once Hatzalah acquires their COPCN and State license, they will be subject to yearly inspections as stated in PBC EMS Ordinance No. 2017-030, Section 12.	No - If awarded COPCN, will proceed with meeting requirements.
(16) Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.	Hatzalah has provided a review of their formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J. A letter was provided stating they are aware their initial COPCN will be granted on a conditional basis and that they are required to invite PBCFR to their Quality Assurance meetings for the first 6 months of service.	Yes
(17) A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)	The MOU for radio communications is scheduled to go to the Board of County Commissioners for approval on 9/14/21	No - If awarded COPCN, will proceed with meeting requirements.



Requirement	Verification	Met Requirements
(18) The applicant must provide a certified letter from the COPCN Holder's Chief Executive Operating Officer or Fire Chief that the applicant has met all applicable federal, state, and local requirements pertaining to the delivery of EMS.	A letter was provided from the President of Hatzalah, Isaac Hersh, stating they have met all applicable federal, state and local requirements pertaining to the delivery of EMS.	Yes
(19) A non-refundable application fee in the amount of five hundred dollars (\$500.00) made payable to: "Palm Beach County Board of County Commissioners.	Check #1008 for \$500.00 was received from Hatzalah 8/6/21	Yes

Staff Recommendations

The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the application and recommends approval of a Special Secondary Service Advanced Life Support (ALS) Provider - Non-Transport Certificate of Public Convenience and Necessity (COPCN) with conditions. Hatzalah has not previously provided ALS services but has employees on staff with ALS service experience. The Emergency Medical Services Ordinance authorizes a conditional COPCN process for companies with ALS experienced staff but lacking entity performance history. A conditional COPCN is approved for an initial six month term and continued thereafter until termination of the contract with the homeowner's association if the conditions of the COPCN are satisfied. The conditions established by the EMS Ordinance are; 1) confirmation from the Primary ALS Provider that ALS services were satisfactorily performed during the initial six month term, and 2) documentation of entity implementation of a formal quality assurance program including at least 3 quality assurance meetings with invitation to the Primary ALS Provider. If the conditions are not satisfied, the COPCN will be suspended by the Administrator and is subject to permanent revocation by the Board.



Community: Wyndsong Isle Estates

Agency Information

Corporate Name:

Name of Agency: Hatzalah of Palm Beach Inc.

Mailing Address: 10811 Cambay Circle, Boynton Beach, FL 33437

Base Station Address: 10811 Cambay Circle, Boynton Beach, Ft. 33437

Phone # 561-909-7219

Agency Public Sector
Private Sector X

Chief's/ Manager's/ Owner's Name: Bruce Mediuck, EMT-P

Medical Director's Name: Gregg Nezowitz, MD

Medical Director's Business Address: 11564 Mantova Bay Cir. Boynton Beach, FL 33473

Medical Director's Medical License #: ME75671 Exp. Date: January 31, 2022



Requirement	Verification	Met Requirements
(1) Describe the need and area(s) or zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.	Wyndsong Isle Estates Homeowners Assoc., (Community of 47 homes, all ages) signed an agreement on 12/31/20 with Hatzalah to provide ALS non-transport emergency medical services to the community with no fees rendered.	Yes
(2) The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of early termination or an extension of the contract.	Hatzalah provided a letter from the Wyndsong Isle Estates HOA President stating they were formally requesting the services of Hatzalah of Palm Beach Inc. to provide first response emergency medical services to their community members.	Yes
(3) A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.	A memorandum of understanding (MOU) between Hatzalah and the Primary Certificate of Public Convenience and Necessity Holder – Palm Beach County Fire Rescue (PBCFR) was approved and signed on 5/17/21. MOU will expire upon expiration or termination of Hatzalah's COPCN to serve Wyndsong Isle Estates Homeowners Association.	Yes
(4) Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.	Hatzalah will adopt and utilize Palm Beach County Fire Rescue's patient care protocols as approved by Dr. Ken Scheppke.	Yes



Requirement	Verification	Met Requirements
(5) Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.	According to Florida Statute 401.25 (d) the applicant must obtain a certificate of public convenience and necessity from each county in which the applicant will operate before they can obtain a State license. Hatzalah of Palm Beach has not previously provided ALS services in the State of Florida. Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement are eligible for a one-time COPCN with conditions. Hatzalah has provided a letter stating they are aware that the initial COPCN will be granted on a conditional basis.	No - If awarded COPCN, will proceed with meeting requirements
(6) Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for the response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate the ability to ensure continuity of operations.	Hatzalah provided a list of three (3) vehicles: 2016 Ford Taurus, 2012 Ford F-350, and a 2009 Lexus Gx470. A State profile sheet will not be available until they acquire their State EMS license.	Yes



Requirement	Verification	Met Requirements
(7) Personnel roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). The applicant must have at least one (1) supervisory	Hatzalah provided a list of five (5) paramedics. Paramedic Bruce Medjuck has over 30 years' experience as a Paramedic between the State of New York and the State of Florida, he is a licensed Florida Paramedic. They are currently recruiting more EMT's and	Yes
or higher level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services.	Paramedics.	
(8) Insurance verification. A copy of an insurance policy, a self-insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.014(a), F.A.C. There must be a 30-day cancellation notice and Palm Beach County shall be shown as the certificate holder with a mailing address of 301 N. Olive Ave, West Palm Beach, FL 33401.	Hatzalah provided a Certificate of Liability Insurance that meets the minimum requirements set forth by Section 64J-1.002 F.A.C. and Palm Beach County (PBC) is shown as the certificate holder. The expiration date of the certificate of insurance is October 1, 2021.	Yes
(9) The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of the current DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.	Hatzalah provided an executed contract with Dr. Gregg Nezowitz to commence on January 1, 2021, and expire on December 31, 2022. Dr. Nezowitz's DEA license is current until 10/31/21 and his medical director's license is current until 1/31/22.	Yes
(10) A letter from your Medical Director stating your agency has adopted the minimum standard, prehospital treatment/transport protocols.	Hatzalah's Medical Director Dr. Nezowitz has provided a signed letter that he has adopted the minimum standard pre-hospital treatment/transport protocols.	Yes
(11) A letter from your Medical Director stating your agency has adopted the countywide approved	Hatzalah is not a transport agency. They are applying for a special secondary non-transport ALS license.	n/a



Requirement	Verification	Met Requirements
Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.		
(12) The financial information of the applicant to ensure financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation, or company holding, owning, or in control of more than ten (10) percent stock or	10/29/20 - Hatzalah provided a letter from their Certified Public Accountants, Feldman, Weisberg, Lesk & Kampfer, LLP that stated Hatzalah of Palm Beach Inc. is a newly formed corporation in the State of Florida and is currently in the process of applying for 501C3 status as a volunteer organization. To date, Hatzalah of Palm Beach Inc. has received donations in excess of \$50,000 and has pledges for donations post-license approval for over \$250,000. 5/17/21 - A letter was provided from the IRS stating Hatzalah of Palm Beach Inc. has been determined to be exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) and they are considered to be a public charity.	No – do not have 3 years financials due to newly formed corporation Yes - provided audited financials for period of 7 months
financial interest of another person, corporation, or company.	to 12/31/20 were received and verified by the PBC Public Safety Finance Director.	
(13) Copy of proposed rate structure, if any.	As a non-profit community-supported organization, ALS services are provided at no cost to the community.	Yes
(14) Except for current COPCN holders, a summary history of applicant's emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full continuum of patient care from call	Hatzalah has not provided ALS service in the State of Florida as an EMS Provider. The three (3) communities that Hatzalah of Palm Beach Inc. is applying for COPCN's in PBC, will be the first communities they will provide ALS service to in the State of Florida. This would make them eligible for a conditional COPCN as stated in the EMS Ordinance 2018-034, Section 13.22 (5) c., i., ii. Isaac Hersh provided a letter stating that Hatzalah is aware the initial COPCN will be granted on a conditional basis	No - If awarded COPCN, will proceed with meeting requirements.



Requirement	Verification	Met Requirements
initiation, during patient transport, and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past. Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.		
(15) Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).	There are no records of Federal, State, or Local vehicle or staff inspections. Once Hatzalah acquires their COPCN and State license, they will be subject to yearly inspections as stated in PBC EMS Ordinance No. 2017-030, Section 12.	No - If awarded COPCN, will proceed with meeting requirements
(16) Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.	Hatzalah has provided a review of their formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J. A letter was provided stating they are aware their initial COPCN will be granted on a conditional basis and that they are required to invite PBCFR to their Quality Assurance meetings for the first 6 months of service.	Yes
(17) A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)	The MOU for radio communications is scheduled to go to the Board of County Commissioners for approval on 9/14/21	No - If awarded COPCN, will proceed with meeting requirements.



Requirement	Verification	Met Requirements	
(18) The applicant must provide a certified letter from the COPCN Holder's Chief Executive Operating Officer or Fire Chief that the applicant has met all applicable federal, state, and local requirements pertaining to the delivery of EMS.	A letter was provided from the President of Hatzalah, Isaac Hersh, stating they have met all applicable federal, state and local requirements pertaining to the delivery of EMS.	Yes	
(19) A non-refundable application fee in the amount of five hundred dollars (\$500.00) made payable to: "Palm Beach County Board of County Commissioners."	Check #1006 for \$500.00 was received from Hatzalah 8/6/21	Yes	

Staff Recommendations

The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the application and recommends approval of a Special Secondary Service Advanced Life Support (ALS) Provider - Non-Transport Certificate of Public Convenience and Necessity (COPCN) with conditions. Hatzalah has not previously provided ALS services but has employees on staff with ALS service experience. The Emergency Medical Services Ordinance authorizes a conditional COPCN process for companies with ALS experienced staff but lacking entity performance history. A conditional COPCN is approved for an initial six month term and continued thereafter until termination of the contract with the homeowner's association if the conditions of the COPCN are satisfied. The conditions established by the EMS Ordinance are; 1) confirmation from the Primary ALS Provider that ALS services were satisfactorily performed during the initial six month term, and 2) documentation of entity implementation of a formal quality assurance program including at least 3 quality assurance meetings with invitation to the Primary ALS Provider. If the conditions are not satisfied, the COPCN will be suspended by the Administrator and is subject to permanent revocation by the Board.



Community: The Club at Indian Lakes

Agency Information

Corporate Name:

Name of Agency: Hatzalah of Palm Beach Inc.

Mailing Address: 10811 Cambay Circle, Boynton Beach, FL 33437

Base Station Address: 10811 Cambay Circle, Boynton Beach, FL 33437

Phone # 561-909-7219

Agency Public Sector ☐ Private Sector X

Chief's/ Manager's/ Owner's Name: Bruce Medjuck, EMT-P

Medical Director's Name: Gregg Nezowitz, MD

Medical Director's Business Address: 11564 Mantova Bay Cir. Boynton Beach, FL 33473

Medical Director's Medical License #: ME75671 Exp. Date: January 31, 2022



Requirement	Verification	Met Requirements
(1) Describe the need and area(s) or zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.	The Club at Indian Lakes Homeowners Assoc., (Community of 268 homes, 55+ only) signed an agreement on 2/12/21 with Hatzalah to provide ALS non-transport emergency medical services to the community with no fees rendered.	Yes
(2) The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of early termination or an extension of the contract.	Hatzalah provided a letter from The Club at Indian Lakes HOA President and Board of Directors stating they were formally requesting the services of Hatzalah of Palm Beach Inc. to provide first response emergency medical services to their community members.	Yes
(3) A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.	A memorandum of understanding (MOU) between Hatzalah and the Primary Certificate of Public Convenience and Necessity Holder, Palm Beach County Fire Rescue (PBCFR) was approved and signed on 5/17/21. MOU will expire upon expiration or termination of Hatzalah's COPCN to serve The Club at Indian Lakes Homeowners Assoc.	Yes
(4) Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.	Hatzalah will adopt and utilize Palm Beach County Fire Rescue's patient care protocols as approved by Dr. Ken Scheppke.	Yes



Requirement	Verification	Met Requirements
(5) Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.	According to Florida Statute 401.25 (d) the applicant must obtain a certificate of public convenience and necessity from each county in which the applicant will operate before they can obtain a State license. Hatzalah has not previously provided ALS services in the State of Florida. Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement are eligible for a one-time COPCN with conditions. Hatzalah has provided a letter stating they are aware that the initial COPCN will be granted on a conditional basis.	No - If awarded COPCN, will proceed with meeting requirements.
(6) Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for the response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate the ability to ensure continuity of operations.	Hatzalah provided a list of three (3) vehicles: 2016 Ford Taurus, 2012 Ford F-350, and a 2009 Lexus Gx470. A State profile sheet will not be available until they acquire their State EMS license	Yes



Requirement	Verification	Met Requirements	
(7) Personnel roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). The applicant must have at least one (1) supervisory or higher level employee who possesses a minimum	Hatzalah provided a list of five (5) paramedics. Paramedic Bruce Medjuck has over 30 years' experience as a Paramedic between the State of New York and the State of Florida, he is a licensed Florida Paramedic. They are currently recruiting more EMT's and Paramedics.	Yes	
of three (3) years of experience in pre-hospital ALS Services.	Hatzalah provided a Cortificate of Liability Insurance that mosts	Yes	
(8) Insurance verification. A copy of an insurance policy, a self-insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.014(a), F.A.C. There must be a 30-day cancellation notice and Palm Beach County shall be shown as the certificate holder with a mailing address of 301 N. Olive Ave, West Palm Beach, FL 33401.	Hatzalah provided a Certificate of Liability Insurance that meets the minimum requirements set forth by Section 64J-1.002 F.A.C. and Palm Beach County (PBC) is shown as the certificate holder. The expiration date of the certificate of insurance is 10/1/21.	Yes	
(9) The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of the current DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.	Hatzalah provided an executed contract with Dr. Gregg Nezowitz to commence on January 1, 2021, and expire on December 31, 2022. Dr. Nezowitz's DEA license is current until 10/31/21 and his medical director's license is current until 1/31/22.	Yes	
(10) A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.	Hatzalah's Medical Director, Dr. Nezowitz has provided a signed letter that he has adopted the minimum standard pre-hospital treatment/transport protocols.	Yes	
(11) A letter from your Medical Director stating your agency has adopted the countywide approved	Hatzalah is not a transport agency. They are applying for a special secondary non-transport ALS license.	n/a	



Requirement	Verification	Met Requirements
Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.		
(12) The financial information of the applicant to ensure financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation, or company holding, owning, or in control of more than ten (10) percent stock or financial interest of another person, corporation,	10/29/20 - Hatzalah provided a letter from their Certified Public Accountants, Feldman, Weisberg, Lesk & Kampfer, LLP that stated Hatzalah of Palm Beach, Inc. is a newly formed corporation in the State of Florida and is currently in the process of applying for 501C3 status as a volunteer organization. To date, Hatzalah has received donations in excess of \$50,000 and has pledges for donations post-license approval for over \$250,000. 5/17/21 - A letter was provided from the IRS stating Hatzalah of Palm Beach, Inc. has been determined to be exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) and they are considered to be a public charity. 8/6/21 - Audited financials from the period of 5/6/20 (inception) to 12/31/20 were received and verified by the PBC Public Safety	No – do not have 3 years financials due to newly formed corporation Yes - provided audited financials for period of 7 months.
or company. (13) Copy of proposed rate structure, if any.	As a non-profit community-supported organization, ALS services	Yes
(14) Except for current COPCN holders, a summary history of applicant's emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full continuum of patient care from call	are provided at no cost to the community. Hatzalah has not provided ALS service in the State of Florida as an EMS Provider. The three (3) communities that Hatzalah is applying for COPCN's in PBC will be the first communities they will provide ALS service to in the State of Florida. This would make them eligible for a 6 month conditional COPCN as stated in the EMS Ordinance 2018-034, Section 13.22 (5) c., i., ii. Isaac Hersh provided a letter stating that Hatzalah is aware the initial COPCN will be granted on a conditional basis.	No - If awarded COPCN, will proceed with meeting requirements.



Requirement	Verification	Met Requirements
initiation, during patient transport, and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past. Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.		
(15) Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).	There are no records of Federal, State, or Local vehicle or staff inspections. Once Hatzalah acquires their COPCN and State license, they will be subject to yearly inspections as stated in PBC EMS Ordinance No. 2017-030, Section 12.	No - If awarded COPCN, will proceed with meeting requirements.
(16) Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.	Hatzalah has provided a review of their formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J. A letter was provided stating they are aware their initial COPCN will be granted on a conditional basis and that they are required to invite PBCFR to their Quality Assurance meetings for the first 6 months of service.	Yes
(17) A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)	The MOU for radio communications is scheduled to go to the Board of County Commissioners for approval on 9/14/21	No - If awarded COPCN, will proceed with meeting requirements.



Verification	Met Requirements	
A letter was provided from the President of Hatzalah, Isaac Hersh, stating they have met all applicable federal, state and local requirements pertaining to the delivery of EMS.	Yes	
Check #1009 for \$500.00 was received from Hatzalah 8/6/21	Yes	
	A letter was provided from the President of Hatzalah, Isaac Hersh, stating they have met all applicable federal, state and local requirements pertaining to the delivery of EMS.	

Staff Recommendations

The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the application and recommends approval of a Special Secondary Service Advanced Life Support (ALS) Provider - Non-Transport Certificate of Public Convenience and Necessity (COPCN) with conditions. Hatzalah has not previously provided ALS services but has employees on staff with ALS service experience. The Emergency Medical Services Ordinance authorizes a conditional COPCN process for companies with ALS experienced staff but lacking entity performance history. A conditional COPCN is approved for an initial six month term and continued thereafter until termination of the contract with the homeowner's association if the conditions of the COPCN are satisfied. The conditions established by the EMS Ordinance are; 1) confirmation from the Primary ALS Provider that ALS services were satisfactorily performed during the initial six month term, and 2) documentation of entity implementation of a formal quality assurance program including at least 3 quality assurance meetings with invitation to the Primary ALS Provider. If the conditions are not satisfied, the COPCN will be suspended by the Administrator and is subject to permanent revocation by the Board.



Section 1: (Check one)

PALM BEACH COUNTY DEPARTMENT OF PUBLIC SAFETY OFFICE OF EMERGENCY MEDICAL SERVICES



APPLICATION FOR SPECIAL SECONDARY SERVICE PROVIDER CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)

Applying for new Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN)			
Applying for renewal/revised Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN) Wyndsong Estates			
Special Secondary Service Provider COPCN term from 1/01/2021 to 12/31/2027			
SPECIAL SECONDARY SERVICE PROVIDER Provides non-transport initial ALS services pursuant to a contract with a community/business association as indicated on the COPCN until the Primary COPCN Provider arrives. A Special Secondary Service Provider must obtain a COPCN for each such community/business and are issued for a term that terminates automatically upon the termination or expiration of the COPCN holder's contract for service with the community/business association, or upon notice from the community/business association. Special Secondary Service Provider COPCN experience does not meet the criteria to establish the necessary ALS or BLS experience since patient care is transferred to the Primary Provider, no transportation is provided, and Special Secondary Service Provider's do not provide patient care during transport			
Section 2: AGENCY INFORMATION HATZALAH OF PALM BEACH INC			
Name of agency			
Mailing address			
Base station address10811 Cambay Circle, Boynton Beach, FL 33437			
Phone #561-909-7219			
Agency is public sector private sector			
Note: The name of the service that is placed on the "Name of agency" line must be identical to the name listed on your COPCN			
Chief's / Manager's / Owner's name Bruce Medjuck, EMT-P			

Medical Director's name	Javid Nezowitz, MD	
Medical Director's business address _	11564 Mantova Bay Circl	e, Boynton Beach, FL 33473
Medical Director's Medical License#	ME75671E	xp. Date1/31/2022
If applicant is a private sector ages primary shareholders. Include each		

Section 3: ATTACHMENTS REQUIRED

attach separate list referencing question #7.)

Applicants shall submit the application for COPCN as set forth in the Palm Beach County Code of Laws and Ordinances and satisfy all requirements therein, and in addition, applicants shall also provide satisfactory completion of the following requirements. Please be sure to include with the Application, as separately numbered Attachments in a three (3) ring binder, the following:

- Describe the need and area(s) or zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.
- 2. The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of an early termination, or of an extension of the contract.
- 3. A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.
- 4. Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.
- 5. Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.
- 6. Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate ability to ensure continuity of operations.

- 7. Personnel roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). The applicant must have at least one (1) supervisory or higher level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services
- 8. Insurance verification. A copy of an insurance policy, a self insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.014(a), F.A.C. There must be a 30-day cancellation notice and Palm Beach County shall be shown as the certificate holder with a mailing address of 301 N. Olive Ave, West Palm Beach, FL 33401.
- 9. The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of current DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.
- 10. A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.
- 11. A letter from your Medical Director stating your agency has adopted the countywide approved Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.
- 12. The financial information of the applicant to ensure financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company, if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation or company holding, owning or in control of more than ten (10) percent stock or financial interest of another person, corporation or company.
- 13. Copy of proposed rate structure, if any.
- 14. Except for current COPCN holders, a summary history of applicant's emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full continuum of patient care from call initiation, during patient transport and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.

Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.

The COPCN shall be issued and after six months, the COPCN holder shall deliver a report to the Department with a summary history of the COPCN holder's performance record demonstrating that Applicant successfully provided ALS services during the initial six (6) months of operation and accompanied by a letter from the Primary Provider attesting that the COPCN holder has performed satisfactorily to the knowledge of the Primary Provider. Additionally, the COPCN holder shall provide

records substantiating the implementation of a formal quality assurance system and that at least three (3) formal, quality assurance meetings having taken place during the initial six (6) months of operation. The Primary Provider is required to be invited to participate in the quality assurance meetings.

Upon review of the required documentation, the administrator will determine if the conditions have been satisfied. Special Secondary Service Providers who satisfy the conditions shall be issued a letter acknowledging satisfaction and removal of the conditions of the COPCN. In that event the COPCN shall remain in effect until the contract with the Community Association expires or terminates.

If the administrator determines the conditions have not been satisfied, then the COPCN holder shall be in violation of the EMS Ordinance and the COPCN shall be subject to immediate suspension by the administrator and revocation by the Board of County Commissioners (BCC). The administrator may permit an additional thirty (30) days to satisfy conditions if the Applicant has demonstrated good faith efforts towards satisfaction of the conditions.

Except as expressly modified herein, COPCN holders with conditions are subject to the requirements of the EMS Ordinance and all Rules and Regulations of the BCC and nothing herein shall be construed as a limitation, waiver or relinquishment of any right, remedy, or enforcement power authorized by law, or the EMS Ordinance, or the Rules and Regulations.

- 15. Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).
- 16. Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.
- 17. A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)
- 18. The applicant must provide a certified letter from the COPCN Holder's Chief Executive Operating Office or Fire Chief that the applicant has met all applicable federal, state and local requirements pertaining to the delivery of EMS.
- 19. A non-refundable application fee in the amount of five-hundred dollars (\$500.00) made payable to: "Palm Beach County Board of County Commissioners."

SECTION 4: AUTHORIZED SIGNATURE

Yitzchok/Isaac Hersh

I, the undersigned representative of the applicant Agency, do hereby attest that said Agency meets all the requirements of Palm Beach County Emergency Medical Services (EMS) Ordinance, as codified in the Palm Beach County Code of Laws and Ordinances, and any accompanying Rules and Regulations of the Department of Public Safety Emergency Medical Services Section, as well as all the requirements for the operation of an emergency service as provided for in F.S., Chapter 401, Part III, and Chapter 64J, Florida Administrative Code.

I, the undersigned representative of the above applicant Agency, further attest that this Agency is in compliance with the State of Florida EMS Communications Plan.

I, the undersigned representative of the applicant Agency, acknowledge that any discrepancies discovered by the PBC EMS staff during the annual mandatory inspections may subject my Agency and its representatives to corrective action and possible penalty as provided for by Florida law and applicable Rule. Further, I understand that an annual vehicle inspection permitfee of one hundred fifty dollars (\$150.00) per-vehicle shall be paid for any EMS vehicle or ambulance utilized in Palm Beach County.

I, the undersigned authorized representative of the above applicant Agency further acknowledge that, to the best of my knowledge, all statements on this application and the included attachments in support of the application are true and correct.

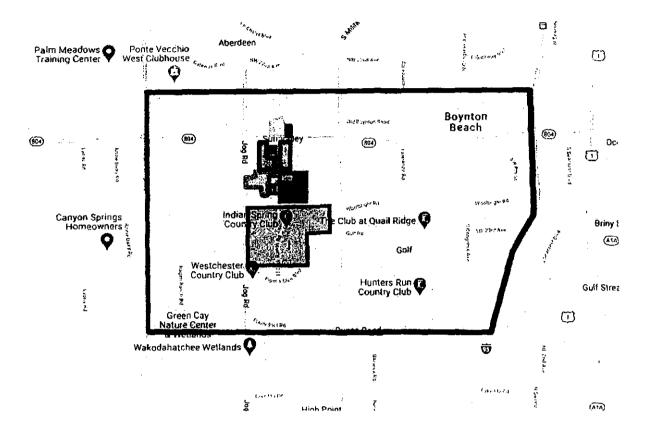
Printed / Reped Name of Agency Representative

| Signature |
| Doctor |
| Signature |
| Doctor |
| Date |
| STATE OF FLORIDA |
| COUNTY OF PALM BEACH |
| County Of Palm BEACH |
| The foregoing Application was acknowledged before me this 30 day of 200 |
| Doctor |
| Doctor |
| Doctor |
| Aday Public - State of Florida |
| Cammission # GG 94:1090 |
| Notary Public - State of Florida |
| Cammission # GG 94:1090 |
| Represe Feb 13, 2024 |
| Signature |
| Trevor JEFREY CORLEY |
| Notary Public - State of Florida |
| Cammission # GG 94:1090 |
| Represe Feb 13, 2024 |
| Signature |
| Trevor JEFREY CORLEY |
| Notary Public - State of Florida |
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| Signature |
| Trevor JEFREY CORLEY |
| Notary Public - State of Florida |
| Cammission # GG 94:1090 |
| Signature |
| Trevor JEFREY CORLEY |
| Notary Public - State of Florida |
| Cammission # GG 94:1090 |
| Signature |
| Signa

Describe the need and area or zones for the proposed service to be covered by your agency. The coverage area of Hatzalah of Palm Beach is defined by geographical boundaries and includes the following 3 Boynton Beach HOA's which are contiguous on El Clair Ranch Road and bordered by Woolbright Road on the South and Boynton Beach Blvd to the North:

- 1. Wyndsong Estates: a 55 home development for all ages
- 2. Wyndsong Isle Estates: a 47 home development of all ages
- 3. The Club: a 268 home for 55+ plus only

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By augmenting the existing great services provided by our EMS systems, Hatzalah in Palm Beach serves three specific needs of our unique community.

1. Rapid Intervention Will Save Lives of our Unique, Elder Population

There is a need for rapid response to bridge the gap between activation of EMS systems and average arrival time of 6+ minutes, especially for our population. The median age in zipcode 33437 is 68 years, while the median age in Florida is 42 years and the U.S. is 38 years. The older cohort in this zip code is prone to falls, often with severe head injuries, stroke, heart attack, and diabetic shock all leading to death. Rapid intervention will save lives. Hatzalah has saved thousands of lives in other communities because its volunteers are local and live in these communities. In emergency medical situations, every second counts. Receiving initial treatment within 3 minutes of the incident assures a higher chance of survival in critical situations, and speedier recovery for many other injuries and illnesses.

2. Activating the Emergency Medical System

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Because their patients are also their friends, family and neighbors, Hatzalah members may already be on-scene or called when community members initially hesitate to dial 911 because they are uncertain if medical attention is necessary or are reluctant because they are underinsured or uninsured. A quick assessment by a Paramedic may encourage the patient to seek definitive care sooner than they would have otherwise.

3. Understanding of Emergency medicine and Jewish Law
With the understanding of the unique needs of the largely Orthodox community, Hatzalah members are trained in both emergency medicine and Jewish law. This makes them sensitive to cultural considerations and can direct patients to go to the hospital when they may not otherwise.

Contract for ALS Non-Transport First Response EMS Services

THIS CONTRACT (the "Agreement") dated this 23rd day of December, 2020

BETWEEN:

Wyndsong Estates HOA of 10893 Lake Wynds Ct, Boynton Beach, FL 33437, USA (the "Client")

- AND -

Hatzelah of Palm Beach County of 10811 Cambay Cir, Boynton Beach, FL 33437, USA (the "Contractor").

BACKGROUND:

- The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services consisting of:
- Special Secondary ALS Non-transport First Response Emergency medical services to the community so long as the resources are available.

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

- The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
- 3. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least 30 days' notice to the other Party.
- 4. In the event that either Party breaches a material provision under this Agreement, the non- defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- This Agreement may be terminated at any time by mutual agreement of the Parties.
- Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 8. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
 - No fees for services rendered.

Capacity/Independent Contractor

10. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

- 11.All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - Wyndsong Estates HOA 10893 Lake Wynds Ct, Boynton Beach, FL 33437, USA
 - Hatzalah of Palm Beach County
 10811 Cambay Cir, Boynton Beach, FL 33437, USA

or to such other address as any Party may from time to time notify the other.

Indemnification

12. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

13. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Legal Expenses

14. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

15. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

16. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

17. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

18.It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

19. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

20. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

21. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

22. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

23. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

24. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this

Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 23rd day of December, 2020.

Wyndsong Estates HOA

Per_____(Seal

Hatzalah of Palm Beach County

Per: (Seal

Wyndsong Estates Home Owners Association

From: Wyndsong Estates HOA Board of Directors

To: Hatzalah of Patri Beach County Inc

Subject: Request for Special Secondary Service Provider

To whom it may concern.

The Board of Directors would like to formelly request the services of Hatzatah of Palm Beach County, a non-profit volunteer organization, to provide first response emergency medical services to our community members. The Board of Directors understands that services will be provided as resources are available and with the understanding that there will be no charges whisteness for said services.

The Board of Directors makes this request with the understanding that Halzalah of PBC will only start providing services at such time that it becomes fully credentialed with the County and State. Additionally, Halzalah of PBC is to maintain Liability insurance with the HOA fated as the certificate holder.

The start date of this request for services commences on January 1, 2021 and expires on December 31, 2027. Either party may terminate this agreement with 30 days prior written notice.

Signed.

Authorized Member of the Board

Date: [1-31-1020

MEMORANDUM OF UNDERSTANDING BETWEEN PALM BEACH COUNTY FIRE RESCUE AND Hatzalah

This Memorandum of Understanding (hereinafter the "MOU") is hereby entered into on May 17, 2021, between Palm Beach County Fire Rescue (hereinafter referred to as "PBCFR"), whose address is 405 Pike Road, West Palm Beach, Florida 33411, and Hatzalah of Palm Beach, Inc. hereinafter referred to as "Special Secondary Service Provider"), whose address is 10811 Cambay Circle, Boynton Beach, FL 33437, in order to establish dispatch protocols and identify roles and responsibilities of Special Secondary Service Provider personnel at an emergency scene, and to set forth the documentation required for patient care rendered pursuant to F.A.C. 64J-1, as part of Special Secondary Service Provider's service contract with Wyndsong Estates, exclusively within the boundaries of the development known as Wyndsong Estates (hereinafter referred to as "the Community"), located in Boynton Beach, Florida. This MOU shall also satisfy the requirements of Section 401.435(2), Florida Statutes, and Section 13-22(b) of the Palm Beach County Code.

Dispatch Protocols:

PBCFR and Special Secondary Service Provider are routinely dispatched and respond to EMS emergencies within the Community utilizing the 9-1-1 emergency telephone access system. In the event that the request for emergency assistance is received by Special Secondary Service Provider, they will immediately notify PBCFR via PBCFR's Dispatch Communication Center (hereinafter referred to as "Dispatch"). All requests for emergency medical assistance received through Special Secondary Service Provider's office will provide confirmation of address, telephone number, and nature of the call to Dispatch. The Community shall discourage its residents from notifying Special Secondary Service Provider before using the 9-1-1 system. The Special Secondary Service Provider shall document any notification for service that deviates from activation of the 9-1-1 service in a quarterly report that will be provided to PBCFR.

All communications between Special Secondary Service Provider and PBCFR will be accomplished via Dispatch. Special Secondary Service Provider shall assure that all its personnel who may receive patient information or other protected health information from PBCFR, including from Dispatch, complete a HIPAA training program provided by, or otherwise approved by, PBCFR.

Special Secondary Service Provider's First Responder Roles and Responsibilities:

If Special Secondary Service Provider personnel are first to arrive at an emergency scene, Special Secondary Service Provider will conduct a scene safety evaluation in order to determine if it is safe to enter. If the scene is deemed unsafe, Special Secondary Service Provider will retreat to a safe location. Special Secondary Service Provider will then request law enforcement and notify all other responding units of the unsafe situation. All units will then stage at a safe location until the scene has been deemed safe to enter by law enforcement.

If the scene is determined to be safe to enter, Special Secondary Service Provider will then begin assessment of the patient. Special Secondary Service Provider will initiate care of any sick or injured persons. All care by the Special Secondary Service Provider will be rendered in accordance with Palm Beach County Fire Rescue Patient Care Protocols. If the patient is unstable or is in critical condition, Special Secondary Service Provider will immediately notify Dispatch to provide a patient status report. Special Secondary Service Provider personnel shall provide a patient care report to PBCFR upon their arrival, and as otherwise requested.

Special Secondary Service Provider will function as an Advanced Life Support (ALS) Service provider by hiring Florida certified EMTs and paramedics equipped with a full complement of ALS medications and medical equipment in accordance with Chapter 401, Florida Statutes, and F.A.C. 64J-1. Special Secondary Service Provider will only function as an ALS Service provider within the Community and will not have patient transport responsibilities. However, Special Secondary Service Provider shall maintain and equip all vehicles utilized to provide ALS Services within the Community as if such vehicles were transport vehicles. Patient transport will be conducted by PBCFR or other authorized transport provider. Special Secondary Service Provider shall comply with all requirements of Chapter 401, Florida Statutes, F.A.C. Chapter 64J-1, and Chapter 13, Article II, Division 1 (EMS Ordinance) of the Palm Beach County Code, as applicable to ALS Services by Special Secondary Service Provider.

ALS First Responder Qualifications:

All EMTs and paramedics employed by Special Secondary Service Provider for the services contemplated under this MOU shall be certified by the Florida Department of Health, and must satisfy all the professional qualifications and educational requirements set forth in Chapter 401, *Florida Statutes*, and F.A.C. 64J-1. Special Secondary Service Provider shall ensure common medical direction with PBCFR through the participation of Special Secondary Service Provider's Medical Director in the Palm Beach County Medical Director's Association.

Documentation of Patient Care Rendered by First Responder:

Special Secondary Service Provider shall document all patient contact on a patient care report in order to provide timely and accurate patient care information to responding PBCFR units at the scene. At a minimum, each patient contact shall be documented as per F.A.C. Section 64J-1.014(4) which shall provide information pertinent to the patient's identification, assessment, and care provided. Additionally, the names and identification number of all Special Secondary Service Provider personnel on the scene who provided patient care shall be included on the patient care report.

The Special Secondary Service Provider shall provide quarterly reports to PBCFR for Continuous Quality Improvement opportunities by its quality assurance committee. The report will include but not be limited to the following information:

- Date of the incident
- > Time of the incident
- > Treatment rendered from the Special Secondary Service Provider

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Infectious Disease:

Special Secondary Service Provider shall adopt and adhere to an infectious disease protocol that complies with all applicable federal, state, and local laws. Special Secondary Service Provider shall be responsible for providing post exposure care to its own personnel. Special Secondary Service Provider shall notify PBCFR of all actual or suspected exposures involving a patient within the identified service areas. All infectious disease exposure protocol will be adhered to and all paperwork will reflect the names of persons present in order to make notifications in cases that apply.

Authorization:

Special Secondary Service Provider must obtain and maintain a Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN) to provide non-transport ALS Services within the Community until PBCFR arrives. This MOU shall take effect upon issuance of Special Secondary Service Provider's Certificate of Public Convenience and Necessity (COPCN), and may be amended from time to time by mutual written agreement of the parties. Upon execution, this MOU will be filed with Palm Beach County, Division of Emergency Management located at 20 South Military Trail, West Palm Beach, Florida 33415.

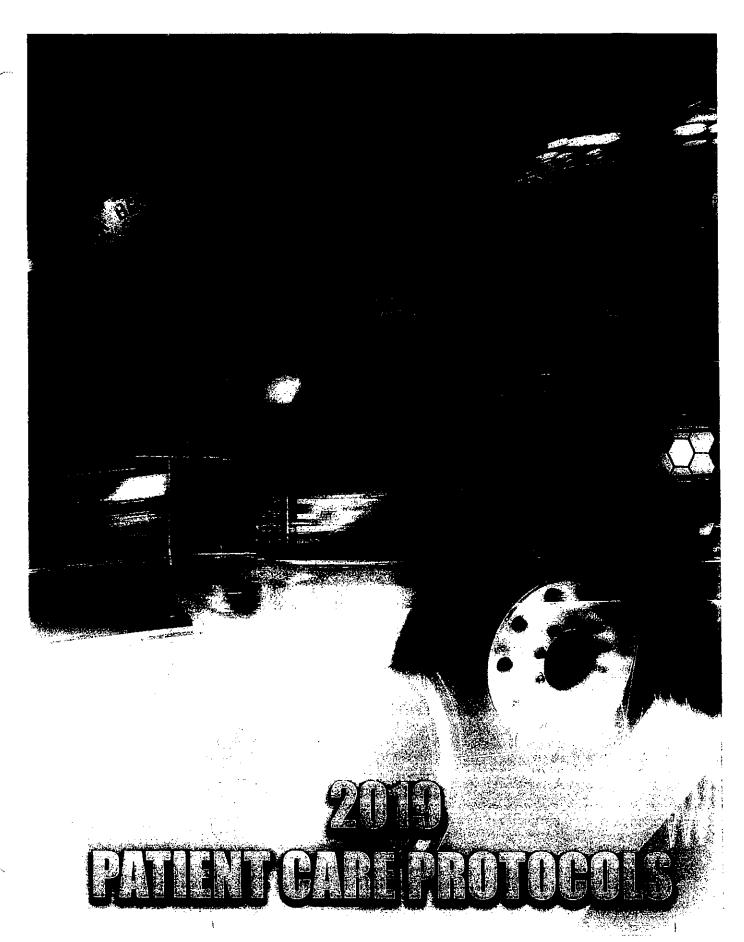
This MOU shall expire upon expiration or termination of Special Secondary Service Provider's COPCN to serve the Community.

This MOU is entered in accordance with Section 13-22(b) of the Palm Beach County Code and Section 401.435(2), Florida Statutes. Notwithstanding anything herein to the contrary, this MOU shall not be construed to create any contractual obligation upon PBCFR or Palm Beach County, nor to provide any contractual rights to Special Secondary Service Provider or to any third party.

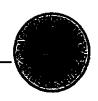
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IN WITNESS WHEREOF, the parties have executed this MOU on the date hereinabove first written.

	PALM BEACH COUNTY FIRE RESCU
	By: Reginald K. Duren Fire Rescue Administrator
APPROVED AS TO TERMS AND CONDITIONS By:	By: 2
Charles Coyle, Division Chief Medical Services Division	Kenneth A. Scheppke, M.D. Medical Director
WITNESSES:	HATZALAH OF PALM BEACH, INC.
By: Whise maron	By: Sure (Yitzerok) Hursh
Print Name: Werd Mason	
Ву:	By:
Print Name:	



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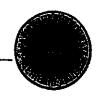


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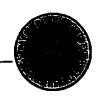
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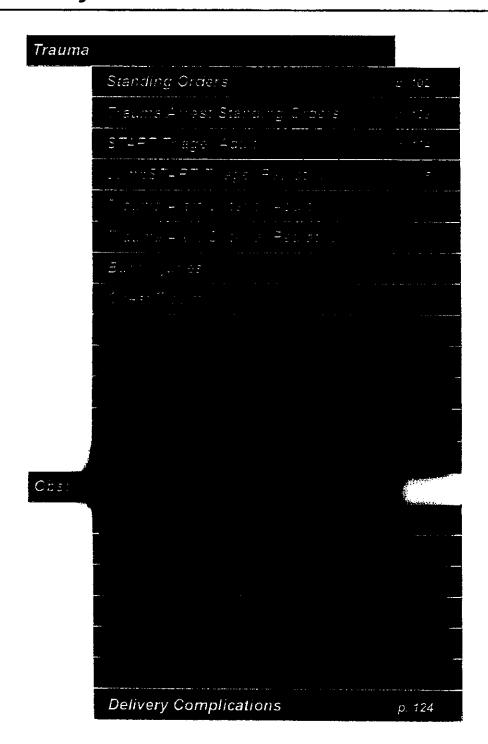
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Editors & Contributors



FIRE RESCUE ADMINISTRATOR

Chief Michael Mackey

DIVISION CHIEF OF MEDICAL SERVICES

Chief Rich Ellis

DIVISION CHIEF OF TRAINING AND SAFTER

· Chief Sean Pamplona

MEDICAL DIRECTORE

- · Dr. Kenneth Scheppke, MD, Chief Medical Officer
- Dr. Peter Antevy, MD, Medical Director Pediatric Division
- · Dr. Paul Pepe, MD, Medical Director of Research and Development

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- Charlie Coyle, EMS Training Captain
- · Paul Leser, EMS Captain
- · Michael Okrent, EMS Captain
- · James Glass, EMS Captain
- · Jeremy Hurd, EMS Captain
- Neal Niemczyk, Special Operations Captain
- Kurt Ruby, Lieutenant
- Rafael Suarez, Firefighter/Paramedic
- · Alec Myers, Firefighter/Paramedic

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- · Dr. Nicholas Sama, Orthopedic Surgeon
- Dr. Larry Bush, Infectious Disease
- Dr. Lawrence Lottenberg, Trauma Surgeon
- Dawn Altman, RN

Editors & Contributors

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Medical Director's Page



The following Emergency Medical Services Protocols are the Official Advanced and Basic Life Support
Protocols for Palm Beach County Fire Rescue and are approved for such use by Paramedics and EMTs of
the department to care for the sick and injured. Only those Paramedics and EMTs approved by the Medical Director shall be authorized to utilize these protocols.



Kenneth A. Scheppke, MD
Chief Medical Officer



Peter M. Antevy, MD

Medical Director of

Pediatric Care



Paul E. Pepe, MD

Medical Director of

Research &

Development

Medical Director's Page

...

Lynette Schurter

From:

Isaac Hersh <isaacmhersh@gmail.com>

Sent:

Wednesday, January 13, 2021 2:13 PM

To:

Charles Coyle

Cc:

Isaac Hersh; Lynette Schurter; Wendi Mason; Kenneth.Scheppke@fihealth.gov

Subject:

Re: Protocols for Hatzolah EMS non transport volunteer program

****** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. ******

Thank you for the protocols. We can definitely adopt those and utilize the same ones. I presume this will negate the need to have them approved. Please advise as to if that is correct. Our goal is to provide ALS (non transport) services until PBCFR arrives. Since we are fortunate to already have great response times countywide, I presume most of the care provided while "bridging the gap" and waiting for the county to arrive will be BLS.

As always please feel free to reach out at any time if you have any further questions.

Best, Isaac

On Jan 13, 2021, at 8:18 AM, Charles Coyle < CCoyle@pbcgov.org> wrote:

Good morning Isaac,

Please review the attached Palm Beach Fire Rescue Protocols with your Medical Director. This is the current version we are using throughout the department.

Can you please refresh my memory, your group will only be providing BLS care before PBCFR's arrival on-scene? Is that correct?

Thank you,

Charles Coyle, Division Chief Medical Services Division Palm Beach County Fire Rescue 405 Pike Road, West Palm Beach, Florida 33411 561-373-6005 | Cell ccoyle@piocgov.org

From: Isaac Hersh <isaacmhersh@gmail.com> Sent: Wednesday, January 13, 2021 2:17 AM To: Charles Coyle <CCoyle@pbcgov.org>

Cc: Isaac Hersh <info@hatzalahpbc.org>; Lynette Schurter <lschurter@pbcgov.org>; Wendi Mason



HATZALAH PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. As a new agency we do not currently have a EMS license.

Thank you for your understanding,

Isaac Hersh President



BOARD OF DIRECTORS

isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman

To whom it may concern,

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020.

We are aware that the initial COPCN will be granted on a conditional basis.

Thank you for your understanding,

Isaac Hersh President



HATZALAH PALM BEACH COUNTY

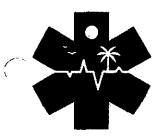
BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman Vehicle List:

2016 Ford Taurus

2012 Ford F-350

2009 Lexus GX470



HATZALAH PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman

Personnel Roster:

Bruce Medjuck, EMT-P - Chief Yoshi Hagler, EMT-P, RN Eli Brisky, EMT-P Gershon Fink DO, EMT-P Jason Weg, EMT-P

BRUCE MEDJUCK

10222 Isle Wynd Court Boynton Beach, Florida 33437 (561)-877-4160 (917)-642-3484 bmmedjuck@gmail.com

Accomplished and experienced Senior Paramedic with 30 plus years of significant experience in assessing and handling emergencies of all kinds and EMS management. Capable leader, problem-solver and decision maker who thrives in high energy on-call environments. Areas of expertise include managing ambulance stations, training employees, calmly and quickly assessing medical and trauma patients, operating emergency vehicles, and proficiency in life saving equipment and procedures.

EXPERIENCE

JAN 2016 – OCT 2017: PARAMEDIC, G4S SECURITY SOLUTIONS
Patrol designated areas as assigned for security purposes and respond to medical emergencies as they arise.

JAN 2014 - NOV 2014: PARAMEDIC, HUNTER AMBULANCE Delivered prehospital care to the sick and injured.

OCT 2010 - DEC 2013: DEPUTY CHIEF, EMS OPERATIONS, FDNY Project Manager of their Mobile ePCR Program.

JAN 2010 - OCT 2010: DEPUTY CHIEF, EMS DIVISION 3, FDNY Oversight of the day-to-day operations for 7 Brooklyn ambulance stations.

SEP 2008 – DEC 2010: CAPTAIN, EXECUTIVE OFFICER, FDNY BUREAU OF TRAINING Oversight and maintenance of FDNY EMS recertification program.

JAN 2007 – SEP 2008: CAPTAIN, FDNY EMS DIVISION 3
Managed and supervised an ambulance station, directed day-to-day operations of 10 ambulances and 120 employees.

DEC 2000 - DEC 2006: LIEUTANANT, FDNY EMS OPERATIONS Implemented and oversight of the ePCR System, Reviewed departmental charges for Chief of EMS, approving financial loans to further enhance employee education, oversaw payroll.

DEC 1996 - MAY 2000: PARAMEDIC, FDNY EMS STATION #58 Delivered prehospital care to the sick and injured visitors and residents of NYC.

JULY 1989 – DEC 1996: EMT, DIVISION OF TRAINING INSTRUCTOR Instructor assigned to the EMS training academy to train new employees in the operating procedures of the EMS system.

AUG 1987- JULY 1989: EMT, EMS STATION 37
Delivered prehospital care to the sick and injured visitors and residents of NYC.

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SKILLS AND CERTIFICATIONS

- New York State Instructor Coordinator
- American Heart Association Basic Life Support provider
- American Heart Association Advanced Life Support provider
- American Heart Association Pediatric Advanced Life Support provider
- New York State Ambulance Accident Prevention Instructor
- New York State Department of Health Emergency Vehicle Operator Course Instructor
- Florida State Paramedic
- State of Florida Security Officer Class D Certification
- State of Florida Security Officer Class G Certification

EDUCATION

1987: JOHN JAY COLLEGE OF CRIMINAL JUSTICE 1994: CATHOLIC MEDICAL CENTER, PARAMEDIC BASIC PROGRAM

4CORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2021

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(les) 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 fleu of such endorsement(s). CONTACT Nicole Clofalo
NAME: Nicole Clofalo
PHONE (718) 232-3300
E-6401; Edition Community Commu PRODUCER FAX (A/G, No): (718) 256-9062 Fairmont Ins. Brokers, Ltd. 1600 60th Street INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company NAIC# Brooklyn NY 11204 INSURER B : Sirius America Insurance Co INSURED Hatzalah of Palm Beach Inc. INSURER C: 10811 Cambay Circle INSURER D : INSURER E Boynton Beach INSURER F CERTIFICATE NUMBER: CL2181913171 COVERAGES 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 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOL 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

TYPE OF INSURANCE

ADDISUBRY
INSO WYD

POLICY NUMBER

POLICY EFF
(MINIOD/YYYY)

LIMITS \$ 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) s 1,000,000 CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one person) \$ 1,000,000 MEPK10422000 10/01/2020 10/01/2021 PERSONAL & ADV INJURY s 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 3,000,000 POLICY POLICY LOC PRODUCTS - COMP/OP AGG Emergency Services Lia COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) s included OTHER: AUTOMOBILE LIABILITY \$ 1,000,000 ANYAUTO OWNED
AUTOS ONLY
HIRED
AUTOS ONLY SCHEDULED AUTOS

NON-OWNED AUTOS ONLY MEPK10422000 10/01/2020 10/01/2021 Α BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$
WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY X PER STATUTE 100,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
(Mandatory in NH) E.L. EACH ACCIDENT s EIG4822750-00 В N/A 08/05/2021 08/05/2022 100,000 E.L. DISEASE - EA EMPLOYEE yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT MFIM10584500 10/01/2020 10/01/2021 Deductible \$500 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services & Security Division, 2633 Vista Parkway, West Palm Beach, FL, 33411 is listed as additional insured on a primary and non-contributory basis if required by written 30 Days' Notice of Cancelation will be provided, with 10-day NOC for non-payment of Premium

CERTIFICATE HOLDER		CANCELLATION	
Palm Beach County 301 N. Oliva Ave.		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
or it. outsites.		AUTHORIZED REPRESENTATIVE	
West Palm Beach	FL 33410	Howse Southendy	

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ACORD 25 (2016/03)

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AGREEMENT

This agreement made this day of October 2020 by and between **Gregg Nezowitz M.D.**, 11564 Mantova Bay Cir, Boynton Beach, FL 33473, hereinafter called the "Contractor" and Hatzalah Of Palm Beach County.

ARTICLE 1 BASIC AGREEMENTS

- **1.1. SCOPE OF SERVICES.** The Contractor will serve as the Hatzalah Of Palm Beach County EMS Medical Director throughout the term of this Agreement. As the Hatzalah Of Palm Beach County, EMS Medical Director, Contractor will:
 - A. Provide off-line medical direction services to include specification, review, and approval of the service protocols, quality improvement reviews, personnel evaluations for clinical fitness for duty/coverage by medical malpractice, advice to Hatzalah Of Palm Beach County, EMS regarding EMS and medical direction, and other mutually agreed upon duties.
 - B. Review reports and run sheets for incidents.
 - C. Assist the EMS Director in setting up and evaluating a continuous quality improvement program in accordance with the state and federal regulations.
 - D. Participate in educational programs for Hatzalah Of Palm Beach County, EMS.
 - E. Advise the EMS Director and the Palm Beach County on issues relating to the provision of quality emergency medical care by the agency's personnel.
 - F. Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency's personnel.
 - G. Provide other medical advisory services related to the first responder program and other programs of the agency as necessary.
 - H. Assist in the coordination of research projects and their implementation to include the obtaining of grants.
- 1.2. TERM. This Agreement shall commence on January 1, 2018 and expires on December 31, 2022.
- **1.3. COMPENSATION**. For the satisfactory performance of the duties enumerated above, Hatzaiah Of Palm Beach County, EMS shall pay Contractor the sum of \$1 per year;
- **1.4. EFFECT OF CONTRACTOR'S DEATH.** This Agreement shall terminate immediately upon the death of the Contractor, and upon the happening of that event, the agency shall not be liable for any payments under this Agreement occurring thereafter.

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ARTICLE 2 HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless Hatzalah Of Palm Beach County, EMS, its agents and employees, and Palm Beach County, FL from any and all liability and expenses to Contractor or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of Hatzalah Of Palm Beach County, EMS, its agents or employees.

The Contractor shall defend, indemnify and hold Hatzalah Of Palm Beach County, EMS, its agents and employees, and Palm Beach County, FL harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against same alleging liability referenced above, except where the proximate cause of such injury, damage or loss was the sole negligence of Hatzalah Of Palm Beach County, EMS, its agents or employees, and Palm Beach County, FL.

ARTICLE 4 TERMINATION

Either party may cancel this Agreement, with or without cause, with a Ninety (90) day written notice to the other party. The parties are not obligated to perform or pay for any services pursuant to this Agreement after receipt of the notification of cancellation. The parties agree that this agreement is terminable at will. The parties agree that they shall not be entitled to any damages, claims, causes of action, judgment or demands in the event either party terminates this contract pursuant to this Article.

ARTICLE 5 NONDISCRIMATION

The Contractor:

- **5.1.** Will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability.
- **5.2.** Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, natural origin, sex or disability.
- **5.3.** Will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability.
- 5.4. Will include these provisions in every subcontract or sublease let by or for him.

ARTICLE 6 ETHICAL STANDARDS

- **6.1.** Contractor shall not participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to Contractor's knowledge there is a financial interest possessed by:
 - A. The contractor or the contractor's immediate family.
 - B. A business other than a public agency in which the contractor or a member of the contractor's immediate family serves as an officer, director, trustee, partner or employee.

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- C. Any other person or business with whom the director or a member of contractor's immediate family is negotiating or has an arrangement concerning prospective employment.
- **6.2. GRATUITIES.** Contractor shall not solicit, demand, accept or agree to accept from another person or entity, anything of a pecuniary value for or because of:
 - A. An official action taken, or to be taken, or which could be taken by Contractor and/or such person or entity.
 - B. A legal duty performed, or to be performed, or which could be performed by Contractor and/or such person or entity.
 - C. A legal duty violated, or to be violated, or which could be violated by Contractor and/or such person or entity.
- 6.3. Anything of nominal value shall be presumed not to constitute a gratuity under this section.
- **6.4. KICKBACKS.** Contractor shall at no time receive any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

ARTICLE 7 RENEWAL OF AGREEMENT

This agreement shall automatically renew for additional term of one (1) year each unless not less than ninety (90) days from the date of termination of this agreement either party gives notice in writing to the other that such party will not renew this agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- **8.1. INDEPENDENT CONTRACTOR.** The Contractor will render all services as an independent contractor; it will not be considered an employee of Hatzalah Of Palm Beach County, EMS, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of Hatzalah Of Palm Beach County, EMS.
- **8.2. ASSIGNMENT.** The Contractor will not assign or transfer any interest in this agreement without obtaining the prior written approval of Hatzalah Of Palm Beach County, EMS.
- **8.3. SUBCONTRACTS TO THE AGREEMENT.** The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of Hatzalah Of Palm Beach County, EMS.
- **8.4. WRITTEN AMENDMENTS.** This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.
- **8.5. REQUIRED APPROVALS.** Neither the Contractor nor Hatzalah Of Palm Beach County, EMS is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- **8.6. ARTICLE CAPTIONS.** The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- **8.7. SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement, at any time.



- **J.8. FEDERAL, STATE AND LOCAL REQUIREMENTS.** The Contractor is responsible for full compliance with all applicable federal, state and local laws, rules and regulations.
- **8.9. GOVERNING LAW.** This Agreement will be governed and construed in accordance with the laws of the State of Florida, and proper venue for litigation concerning this agreement shall be in Palm Beach County, Florida.
- **8.10. NOTICES.** All notices of either party to terminate this agreement shall be given in writing and sent by certified mail, addressed to the other party as herein provided. Notice to Hatzalah Of Palm Beach County, EMS shall be given at the following address: **10811** Cambay circle Drive, Boynton Beach, FL 33437; notice to the Contractor shall be given at 11564 Mantova Bay Cir., Boynton Beach, FL 33473.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this agreement on its behalf, the date and year first above written in duplicate originals.

Hatzalah Of Palm Beach County, EMS	GREGG NYZOWITZ M.D.
Isaac Hersh, President	Gregg Nezowtiz
Date: 10/28/20	Date: / 0/21/20
Marzol Colody Printed Name of Witness	Nechama Myer Printed Name of Witness
Signature of Witness	Any a Signature of Witness

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BN7094953	10-31-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	09-03-2018
NEZOWITZ, GREC 1875 SANSBURYS		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON 0 C. 20537

Sections 364 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Atomey 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 STAYES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON D.C. 20537

NUMBER	EXPIRES	PAID	
2N7094953	10-31-2021	\$731	
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE	
2,2N,3 3N,4,5	PRACTITIONER	09-03-2018	

NEZOWITZ, GREGG DAVID MD 1975 SANSBURYS WAY STE 102 WEST PALM BEACH, FL 33411 1928

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Altorney 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.

Form DEA-223 (9/201

STATE OF FLORIDA DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE

	DATE	LICENSE NO.	CONTROL NO.
К	01/03/2020	ME:7567.1	692428

THE MEDICAL DOCTOR

QUALIFICATION(S):

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

Expiration Date: JANUARY 31, 2022 GREGG DAVID NEZOWITZ 7593 BOYNTON BEACH BLVD SUITE 190 BOYNTON BEACH, FL - 33437

> Ron DeSantis GOVERNOR

5 St A. Ph

Scott A. Rivkees, MD State Surgeon General

DISPLAY IF REQUIRED BY LAW

⇒ ---. TE OF FLORION ACE 93822 C. SATMENT OF HEALTH SON OF MEDICAL COMMITY ASSURANCE.

DATE JUCENSE NO. CONTROL NO. DIANZOZE NO. CONTROL NO. DIANZOZE NO. CONTROL NO. DIANZOZE NED SELOUPENINGYZE OF FLORION AND RULES OF THE STATE OF FLORION. EXPIRE OF FLORION. JANUARY 31, 2022 GO DAVID NEZONSTZ.

DUALIFICATION(S):

Page 39 of 173



Attestation Statement:

I, Gregg David Nezowitz, MD have read, approved and adopted the minimum standard, pre-hospital treatment protocols for Hatzalah of Palm Beach County, Inc.

Gregg Nezowitz, MD Medical Director Date



HATZALAH PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are not a transport agency, this section is not applicable for this application.

Thank you for your understanding,

Isaac Hersh President



August 6, 2021

To the Board of Directors Hatzalah of Palm Beach, Inc. Boynton Beach, Florida

I have audited the financial statements of Hatzalah of Palm Beach, Inc. (the "Organization") for the period from May 6, 2020 ("Inception") to December 31, 2020 and have issued my report thereon dated August 6, 2021. Professional standards require that I provide you with information about my responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of my audit. I have communicated such information in my letter to you dated July 29, 2021. Professional standards also require that I communicate to you the following information related to my audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 2 to the financial statements. During the period ended December 31, 2020, the following accounting pronouncement was adopted:

 On May 6, 2020, the Organization adopted Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2018-08, Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made. The ASU is intended to assist entities in evaluating whether transactions should be accounted for as contributions or an exchange transaction, as well as determining whether a contribution is conditional. There was no impact to revenue or expenses associated with adopting ASU 2018-08.

I noted no transactions entered into by the Organization during the period for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the allowance for doubtful pledges. Management reviews pledges
receivable on a periodic basis and makes allowances where there is doubt about the collectability of
individual accounts. In evaluating the collectability of individual receivable balances, the Organization
considers many factors, including the age of the balance and the donor's payment history.

Hatzalah of Palm Beach, Inc.
Communication with Those Charged with Governance
Page 2 of 3

- Management's estimate of the functional allocation of expenses is based on the costs of supporting
 the various programs and other activities for the Organization and has been summarized on a
 functional basis. Accordingly, certain indirect costs have been allocated among the programs and
 supporting services.
- Management's estimate of the depreciation expense is based on the estimated life of the assets.

I evaluated the key factors and assumptions used to develop these estimates and determined that they're reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

I encountered no significant difficulties in dealing with management in performing and completing my audit.

Corrected and Uncorrected Misstatements

Professional standards require me to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. I'm pleased to report that no such disagreements arose during the course of my audit.

Management Representations

I have requested certain representations from management that are included in the management representation letter dated August 6, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, professional standards require the consulting accountant to check with me to determine that the consultant has all the relevant facts. To my knowledge, there was no such consultations with other accountants.

Hatzalah of Palm Beach, Inc. Communication with Those Charged with Governance Page 3 of 3 $\,$

Other Matters

This information is intended solely for the use of the board of directors and is not intended to be, and should not be, used by anyone other than this specified party.

Very truly yours,

Ricciardella CPA, PLLC:

Justin Ricciardella Justin Ricciardella, CPA President



Independent Auditor's Report

To the Board of Directors Hatzalah of Palm Beach, Inc. Boynton Beach, Florida

I have audited the accompanying financial statements of Hatzalah of Palm Beach, Inc. (the "Organization"), which comprise of the statement of financial position as of December 31, 2020, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the period from May 6, 2020 ("Inception") to December 31, 2020, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I have conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Ricciardella CPA, PLLC | 561.388.6959 | jricciardella@rcpapllc.com 851 Madison Court | Palm Beach Gardens | Florida 33410

Continued from previous page

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hatzalah of Palm Beach, Inc. as of December 31, 2020 and the results of its net assets and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Justin Ricciardella, CPA

Ricciardella CPA, PLLC Palm Beach Gardens, Florida August 6, 2021



Department of Public Safety Division of Emergency Management

20 South Military Trail
West Palm Beach, FL 33415
(561) 712-6400
FAX: (561) 712-6464
www.pbcgov.com

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

Audited financial statements were provided with this application but have been redacted as trade secrets pursuant to Section 812.081, Florida Statute.

A copy of the audited financial statements will be maintained in the Palm Beach County Division of Emergency Management's records located in the office of the EMS Specialist.

Lynette Schurter, EMS Specialist

561-712-6696

1776 East Jericho Tumpike, Suite 1 Huntington, New York 11743-5713 (631) 499-6666 • (631) 499-4440 Fax: (631) 499-6880 info@fwlkcpas.com

October 29, 2020

RE: Hatzalah Of Palm Beach Inc.

To Whom It May Concern,

We are the CPA's for Hatzalah Of Palm Beach Inc. a newly formed corporation in the state of a Florida. Hatzalah of Palm Beach Inc. is currently in the process of applying for 501c3 status as it is a volunteer organization that will work to help the needs of the communities it serves.

To date, the organization has received donations in excess of \$50,000 and has piedges for donations post license approval for over \$250,000. We believe that the organization will have no issues with funding and will be able to become and stay accredited through its lifetime.

Should you have any questions or concerns, please feel free to reach out to us at any time.

Thank you

Jeffrey B. Feldman, CPA PC

FELDMAN, WEISBERG, LESK & KAMPFER LLP



HATZALAH OF PALM BEACH INC 10811 CAMBAY CIRCLE BOYNTON BEACH, FL 33437

05/17/2021 Employer ID number: 38-4152893 Name: Chris Brown ID number: 31503 Telephone: 877-829-5500 Accounting period ending: December 31 Public charity status 170(b)(1)(A)(vi) Form 990 / 990-EZ / 990-N required: Yes Effective date of exemption: May 6, 2020 Contribution deductibility: Addendum applies: No DLN: 26053752001640

Date:

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charifies or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/chanties. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

stephen a maxim

Stephen A. Martin Director, Exempt Organizations Rulings and Agreements

> Letter 947 (Rev. 2-2020) Catalog Number 35152P

> > Page 49 of 173



HATZALAH PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman

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October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. As a non-profit community supported organization, all of our services are provided at no cost to the community.

Thank you for your understanding,

Isaac Hersh President



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman

To whom it may concern,

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are aware that the initial COPCN will be granted on a conditional basis.

Thank you for your understanding,

Isaac Hersh President



HATZALAH PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman

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October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. As a newly formed organization we do not currently have vehicle or staff inspection reports.

Thank you for your understanding,

Isaac Hersh

President



Hatzalah of Palm Beach County: EMS

Quality Improvement Program

Medical Director: Gregg Nezowitz M.D.

To ensure quality standards are being met we have several supervisory members:

Gregg Nezowitz MD, ABEM certified, **Medical Director** Hatzalah Palm Beach County

Bruce Medjuck, **EMS Chief** Isaac Hersh, **President**

- Continuous quality improvement (CQI) will be measured directly by reviewing all calls by Hatzalah of Palm Beach County, both by the medical director and the EMS Chief.
- All calls will be reviewed weekly and direct discussions of any deviation from protocol will be taken directly from the treating paramedic, documented, and corrective action plan will be presented.
- Certain patient cases may be peer reviewed at the discretion of the medical director and/or the EMS Chief.
- In some cases the paramedic will fill out a Focused Professional Practice Evaluation- Self Evaluation Form (FPPE-SE) provided: This in support of quality improvement and the enhancement of patient safety. This document is Peer Review Protected and confidential.
- Quarterly meetings either by meeting at HQ or through a WebEx call will be completed. PBCFR will be invited to all meetings for the first 6 months and welcome by request for on-going meetings.
- Cumulative data will be compiled bi-annually due to the low number of calls but will be updated as necessary.

Page 53 of 173

The followings audits will be performed:

Trip Record Audit

History: Chief complaint, Hx present illness, Past Hx, Meds, Allergies

Physical Exam: Vital signs, focused physical exam, repeat vitals after change in status or drug administration or after 15 min of care or by the transporting EMS unit if arrives prior to 15 min

Treatment: Medications, procedures, timeliness of actions, success, following Hatzalah protocols (including ALS/BLS/standing orders) and documentation of results of treatment

Times: Dispatch to arrival, Arrival to treatment, Treatment to transfer of care to transporting EMS unit.

Refusals/Non transports: Documentation of competence, risks and benefits, release instructions, refusal of transport by transporting EMS unit.

Trip sheet Overview: Organization, content, readability

Chest Pain Audit Abdominal Pain Audit Fall Audit

Additional audits may be added as neccesary.



HATZALAH PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are currently in the process of obtaining a memorandum of understanding for radio communication with PBC Facilities Development and Operations Dept.

Thank you for your understanding,

Isaac Hersh President



HATZALAH PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are awaiting a letter from the COPCN CEO that we have met all applicable federal, state and local requirements pertaining to the delivery of EMS.

Thank you for your understanding,

Isaac Hersh President



Palm Beach County Emergency Medical Services COPCN Application



Wyndsong Estates

			
Agency Name	Hatzalah Of Palm Beach, Inc.		
		Received By	Lynette Schurter
	General Fund	1 0001-660-7110-429	35
Payment			
Received	Date		8/6/2021
	Check Number		1008
	Amount		\$500.00

PAID

HATZALAH OF PALM BEACH IN	c .	63-8413/2670
PAY Poly Beach County Board of	County Comissioners	12021 _1\$ 500.00
Five Hundred Dallars \$ 900 cents		DOLLARS 🗈 🚟
FOR WYNSONY ESTANS COPEN Application	ful	
V #001008# #267084131#	637595932#	



PALM BEACH COUNTY DEPARTMENT OF PUBLIC SAFETY OFFICE OF EMERGENCY MEDICAL SERVICES



APPLICATION FOR SPECIAL SECONDARY SERVICE PROVIDER CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)

Section 1: (Check one)		
Applying for new Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN) Wyndsong Isle Estates		
Applying for renewal/revised Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN)		
Special Secondary Service Provider COPCN term from 1/01/2021 to 12/31/2027		
SPECIAL SECONDARY SERVICE PROVIDER Provides non-transport initial ALS services pursuant to a contract with a community/business association as indicated on the COPCN until the Primary COPCN Provider arrives. A Special Secondary Service Provider must obtain a COPCN for each such community/business and are issued for a term that terminates automatically upon the termination or expiration of the COPCN holder's contract for service with the community/business association, or upon notice from the community/business association.		
Special Secondary Service Provider COPCN experience does not meet the criteria to establish the necessary ALS or BLS experience since patient care is transferred to the Primary Provider, no transportation is provided, and Special Secondary Service Provider's do not provide patient care during transport		
Section 2: AGENCY INFORMATION		
HATZALAH OF PALM BEACH INC Name of agency		
10811 Cambay Circle, Boynton Beach, FL 33437 Mailing address		
Base station address10811 Cambay Circle, Boynton Beach, FL 33437		
Phone #561-909-7219		
Agency is public sector private sector		
Note: The name of the service that is placed on the "Name of agency" line must be identical to the name listed on your COPCN		
Chief's / Manager's / Owner's nameBruce Medjuck, EMT-P		

Medical Director's name	Javiu Nezowitz, ivi		
Medical Director's business address	11564 Mantova B	ay Circle, Boynto	on Beach, FL 33473
Medical Director's Medical License#	ME75671	Exp. Date_	1/31/2022

Cross David Nazawitz MD

If applicant is a private sector agency, provide a list of all owner(s), officers, directors, primary shareholders. Include each person's position/interest, and business address. (Please attach separate list referencing question #7.)

Section 3: ATTACHMENTS REQUIRED

Applicants shall submit the application for COPCN as set forth in the Palm Beach County Code of Laws and Ordinances and satisfy all requirements therein, and in addition, applicants shall also provide satisfactory completion of the following requirements. Please be sure to include with the Application, as separately numbered Attachments in a three (3) ring binder, the following:

- Describe the need and area(s) or zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.
- 2. The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of an early termination, or of an extension of the contract.
- 3. A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.
- 4. Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.
- 5. Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.
- 6. Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate ability to ensure continuity of operations.

- 7. Personnel roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). The applicant must have at least one (1) supervisory or higher level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services
- 8. Insurance verification. A copy of an insurance policy, a self insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.014(a), F.A.C. There must be a 30-day cancellation notice and Palm Beach County shall be shown as the certificate holder with a mailing address of 301 N. Olive Ave, West Palm Beach, FL 33401.
- 9. The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of current DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.
- 10. A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.
- 11. A letter from your Medical Director stating your agency has adopted the countywide approved Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.
- 12. The financial information of the applicant to ensure financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company, if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation or company holding, owning or in control of more than ten (10) percent stock or financial interest of another person, corporation or company.
- 13. Copy of proposed rate structure, if any.
- 14. Except for current COPCN holders, a summary history of applicant's emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full continuum of patient care from call initiation, during patient transport and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.

Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.

The COPCN shall be issued and after six months, the COPCN holder shall deliver a report to the Department with a summary history of the COPCN holder's performance record demonstrating that Applicant successfully provided ALS services during the initial six (6) months of operation and accompanied by a letter from the Primary Provider attesting that the COPCN holder has performed satisfactorily to the knowledge of the Primary Provider. Additionally, the COPCN holder shall provide

records substantiating the implementation of a formal quality assurance system and that at least three (3) formal, quality assurance meetings having taken place during the initial six (6) months of operation. The Primary Provider is required to be invited to participate in the quality assurance meetings.

Upon review of the required documentation, the administrator will determine if the conditions have been satisfied. Special Secondary Service Providers who satisfy the conditions shall be issued a letter acknowledging satisfaction and removal of the conditions of the COPCN. In that event the COPCN shall remain in effect until the contract with the Community Association expires or terminates.

If the administrator determines the conditions have not been satisfied, then the COPCN holder shall be in violation of the EMS Ordinance and the COPCN shall be subject to immediate suspension by the administrator and revocation by the Board of County Commissioners (BCC). The administrator may permit an additional thirty (30) days to satisfy conditions if the Applicant has demonstrated good faith efforts towards satisfaction of the conditions.

Except as expressly modified herein, COPCN holders with conditions are subject to the requirements of the EMS Ordinance and all Rules and Regulations of the BCC and nothing herein shall be construed as a limitation, waiver or relinquishment of any right, remedy, or enforcement power authorized by law, or the EMS Ordinance, or the Rules and Regulations.

- 15. Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).
- 16. Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.
- 17. A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)
- 18. The applicant must provide a certified letter from the COPCN Holder's Chief Executive Operating Office or Fire Chief that the applicant has met all applicable federal, state and local requirements pertaining to the delivery of EMS.
- 19. A non-refundable application fee in the amount of five-hundred dollars (\$500.00) made payable to: "Palm Beach County Board of County Commissioners."

SECTION 4: AUTHORIZED SIGNATURE

I, the undersigned representative of the applicant Agency, do hereby attest that said Agency meets all the requirements of Palm Beach County Emergency Medical Services (EMS) Ordinance, as codified in the Palm Beach County Code of Laws and Ordinances, and any accompanying Rules and Regulations of the Department of Public Safety Emergency Medical Services Section, as well as all the requirements for the operation of an emergency service as provided for in F.S., Chapter 401, Part III, and Chapter 64J, Florida Administrative Code.

I, the undersigned representative of the above applicant Agency, further attest that this Agency is in compliance with the State of Florida EMS Communications Plan.

I, the undersigned representative of the applicant Agency, acknowledge that any discrepancies discovered by the PBC EMS staff during the annual mandatory inspections may subject my Agency and its representatives to corrective action and possible penalty as provided for by Florida law and applicable Rule. Further, I understand that an annual vehicle inspection permitfee of one hundred fifty dollars (\$150.00) per-vehicle shall be paid for any EMS vehicle or ambulance utilized in Palm Beach County.

I, the undersigned authorized representative of the above applicant Agency further acknowledge that, to the best of my knowledge, all statements on this application and the included attachments in support of the application are true and correct.

Printed / Typed Name of Agency Representative

Signature

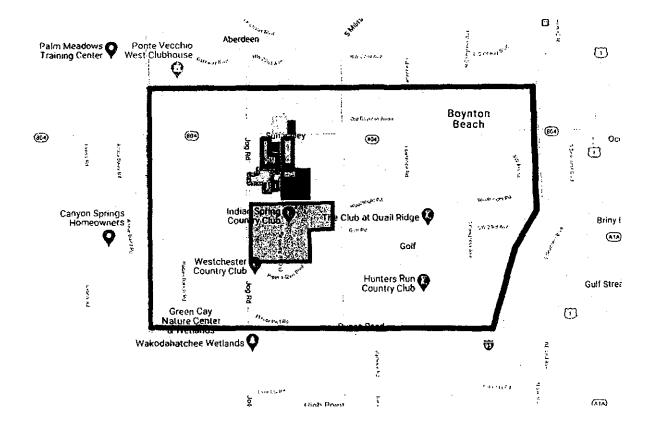
10/30/2020

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing Application was a by <u>Vitzchok Hersh</u> FL DL		known to me or who has produce
Signature	Notary Seal:	TREVOR JEFFREY CORLEY Notary Public - State of Florida Commission & GG 961090 My Comm. Expires Feb 23, 2024 Bonded through National Notary Assn. ID FL DL 269-0

Describe the need and area or zones for the proposed service to be covered by your agency. The coverage area of Hatzalah of Palm Beach is defined by geographical boundaries and includes the following 3 Boynton Beach HOA's which are contiguous on El Clair Ranch Road and bordered by Woolbright Road on the South and Boynton Beach Blvd to the North:

- 1. Wyndsong Estates: a 55 home development for all ages
- 2. Wyndsong Isle Estates: a 47 home development of all ages
- 3. The Club: a 268 home for 55+ plus only



By augmenting the existing great services provided by our EMS systems, Hatzalah in Palm Beach serves three specific needs of our unique community.

1. Rapid Intervention Will Save Lives of our Unique, Elder Population

There is a need for rapid response to bridge the gap between activation of EMS systems and average arrival time of 6+ minutes, especially for our population. The median age in zipcode 33437 is 68 years, while the median age in Florida is 42 years and the U.S. is 38 years. The older cohort in this zip code is prone to falls, often with severe head injuries, stroke, heart attack, and diabetic shock all leading to death. Rapid intervention will save lives. Hatzalah has saved thousands of lives in other communities because its volunteers are local and live in these communities. In emergency medical situations, every second counts. Receiving initial treatment within 3 minutes of the incident assures a higher chance of survival in critical situations, and speedier recovery for many other injuries and illnesses.

2. Activating the Emergency Medical System

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Because their patients are also their friends, family and neighbors, Hatzalah members may already be on-scene or called when community members initially hesitate to dial 911 because they are uncertain if medical attention is necessary or are reluctant because they are underinsured or uninsured. A quick assessment by a Paramedic may encourage the patient to seek definitive care sooner than they would have otherwise.

3. Understanding of Emergency medicine and Jewish Law
With the understanding of the unique needs of the largely Orthodox community, Hatzalah members are trained in both emergency medicine and Jewish law. This makes them sensitive to cultural considerations and can direct patients to go to the hospital when they may not otherwise.

Contract for ALS Non-Transport First Response EMS Services

THIS CONTRACT (the "Agreement") dated this 31st day of December, 2020

BETWEEN:

Wyndsong Isles HOA, Boynton Beach, FL 33437, USA (the "Client") - AND -

Hatzalah of Palm Beach County of 10811 Cambay Cir, Boynton Beach, FL 33437, USA (the "Contractor").

BACKGROUND:

- The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services consisting of:
- Special Secondary ALS Non-transport First Response Emergency medical services to the community so long as the resources are available.

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

- The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
- 3. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least 30 days' notice to the other Party.
- 4. In the event that either Party breaches a material provision under this Agreement, the non- defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 5. This Agreement may be terminated at any time by mutual agreement of the Parties.
- Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 8. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
 - No fees for services rendered.

Capacity/Independent Contractor

10. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The

Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

11.All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- Wyndsong Isles HOA
 Boynton Beach, FL 33437, USA
- Hatzalah of Palm Beach County
 10811 Cambay Cir. Boynton Beach, FL 33437, USA

or to such other address as any Party may from time to time notify the other.

Indemnification

12. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

13. The Contractor will be required to maintain general fiability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk

associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Legal Expenses

14. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

15. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

16. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

17. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

18.It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

19. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

20. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

21. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

22. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Ftorida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

23. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

24. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this

Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 31st day of December, 2020.

Wyndsong Isles HOA

Per MN Klee HOA (Seal)

Hatzalah of Palm Beach County

er. fund (See

Wyndsong Isles Home Owners Association

From: Wyndsong Estates HOA Board of Directors

To: Hatzalah of Palm Beach County Inc.

Subject: Request for Special Secondary Service Provider

To whom it may concern,

The Board of Directors would like to formally request the services of Hatzalah of Palm Beach County, a non-profit volunteer organization, to provide first response emergency medical services to our community members. The Board of Directors understands that services will be provided as resources are available and with the understanding that there will be no charges whatsoever for said services.

The Board of Directors makes this request with the understanding that Hatzalah of PBC will only start providing services at such time that it becomes fully credentialed with the County and State. Additionally, Hatzalah of PBC is to maintain Liability Insurance with the HOA listed as the certificate holder.

The start date of this request for services commences on January 1, 2021 and expires on December 31, 2027. Either party may terminate this agreement with 30 days prior written notice.

Signed

Maller President HOA

Authorized Member of the Board

Date: 1/20/202/

MEMORANDUM OF UNDERSTANDING BETWEEN PALM BEACH COUNTY FIRE RESCUE AND Hatzalah

This Memorandum of Understanding (hereinafter the "MOU") is hereby entered into on May 17, 2021, between Palm Beach County Fire Rescue (hereinafter referred to as "PBCFR"), whose address is 405 Pike Road, West Palm Beach, Florida 33411, and Hatzalah of Palm Beach, Inc. hereinafter referred to as "Special Secondary Service Provider"), whose address is 10811 Cambay Circle, Boynton Beach, FL. 33437, in order to establish dispatch protocols and identify roles and responsibilities of Special Secondary Service Provider personnel at an emergency scene, and to set forth the documentation required for patient care rendered pursuant to F.A.C. 64J-1, as part of Special Secondary Service Provider's service contract with Wyndsong Isle Estates, exclusively within the boundaries of the development known as Wyndsong Isle Estates (hereinafter referred to as "the Community"), located in Boynton Beach, Florida. This MOU shall also satisfy the requirements of Section 401.435(2), Florida Statutes, and Section 13-22(b) of the Palm Beach County Code.

Dispatch Protocols:

PBCFR and Special Secondary Service Provider are routinely dispatched and respond to EMS emergencies within the Community utilizing the 9-1-1 emergency telephone access system. In the event that the request for emergency assistance is received by Special Secondary Service Provider, they will immediately notify PBCFR via PBCFR's Dispatch Communication Center (hereinafter referred to as "Dispatch"). All requests for emergency medical assistance received through Special Secondary Service Provider's office will provide confirmation of address, telephone number, and nature of the call to Dispatch. The Community shall discourage its residents from notifying Special Secondary Service Provider before using the 9-1-1 system. The Special Secondary Service Provider shall document any notification for service that deviates from activation of the 9-1-1 service in a quarterly report that will be provided to PBCFR.

All communications between Special Secondary Service Provider and PBCFR will be accomplished via Dispatch. Special Secondary Service Provider shall assure that all its personnel who may receive patient information or other protected health information from PBCFR, including from Dispatch, complete a HIPAA training program provided by, or otherwise approved by, PBCFR.

Special Secondary Service Provider's First Responder Roles and Responsibilities:

If Special Secondary Service Provider personnel are first to arrive at an emergency scene, Special Secondary Service Provider will conduct a scene safety evaluation in order to determine if it is safe to enter. If the scene is deemed unsafe, Special Secondary Service Provider will retreat to a safe location. Special Secondary Service Provider will then request law enforcement and notify all other responding units of the unsafe situation. All units will then stage at a safe location until the scene has been deemed safe to enter by law enforcement.

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If the scene is determined to be safe to enter, Special Secondary Service Provider will then begin assessment of the patient. Special Secondary Service Provider will initiate care of any sick or injured persons. All care by the Special Secondary Service Provider will be rendered in accordance with Palm Beach County Fire Rescue Patient Care Protocols. If the patient is unstable or is in critical condition, Special Secondary Service Provider will immediately notify Dispatch to provide a patient status report. Special Secondary Service Provider personnel shall provide a patient care report to PBCFR upon their arrival, and as otherwise requested.

Special Secondary Service Provider will function as an Advanced Life Support (ALS) Service provider by hiring Florida certified EMTs and paramedics equipped with a full complement of ALS medications and medical equipment in accordance with Chapter 401, Florida Statutes, and F.A.C. 64J-1. Special Secondary Service Provider will only function as an ALS Service provider within the Community and will not have patient transport responsibilities. However, Special Secondary Service Provider shall maintain and equip all vehicles utilized to provide ALS Services within the Community as if such vehicles were transport vehicles. Patient transport will be conducted by PBCFR or other authorized transport provider. Special Secondary Service Provider shall comply with all requirements of Chapter 401, Florida Statutes, F.A.C. Chapter 64J-1, and Chapter 13, Article II, Division 1 (EMS Ordinance) of the Palm Beach County Code, as applicable to ALS Services by Special Secondary Service Provider.

ALS First Responder Qualifications:

All EMTs and paramedics employed by Special Secondary Service Provider for the services contemplated under this MOU shall be certified by the Florida Department of Health, and must satisfy all the professional qualifications and educational requirements set forth in Chapter 401, *Florida Statutes*, and F.A.C. 64J-1. Special Secondary Service Provider shall ensure common medical direction with PBCFR through the participation of Special Secondary Service Provider's Medical Director in the Palm Beach County Medical Director's Association.

Documentation of Patient Care Rendered by First Responder:

Special Secondary Service Provider shall document all patient contact on a patient care report in order to provide timely and accurate patient care information to responding PBCFR units at the scene. At a minimum, each patient contact shall be documented as per F.A.C. Section 64J-1.014(4) which shall provide information pertinent to the patient's identification, assessment, and care provided. Additionally, the names and identification number of all Special Secondary Service Provider personnel on the scene who provided patient care shall be included on the patient care report.

The Special Secondary Service Provider shall provide quarterly reports to PBCFR for Continuous Quality Improvement opportunities by its quality assurance committee. The report will include but not be limited to the following information:

- > Date of the incident
- > Time of the incident
- Treatment rendered from the Special Secondary Service Provider

Infectious Disease:

Special Secondary Service Provider shall adopt and adhere to an infectious disease protocol that complies with all applicable federal, state, and local laws. Special Secondary Service Provider shall be responsible for providing post exposure care to its own personnel. Special Secondary Service Provider shall notify PBCFR of all actual or suspected exposures involving a patient within the identified service areas. All infectious disease exposure protocol will be adhered to and all paperwork will reflect the names of persons present in order to make notifications in cases that apply.

Authorization:

Special Secondary Service Provider must obtain and maintain a Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN) to provide non-transport ALS Services within the Community until PBCFR arrives. This MOU shall take effect upon issuance of Special Secondary Service Provider's Certificate of Public Convenience and Necessity (COPCN), and may be amended from time to time by mutual written agreement of the parties. Upon execution, this MOU will be filed with Palm Beach County, Division of Emergency Management located at 20 South Military Trail, West Palm Beach, Florida 33415.

This MOU shall expire upon expiration or termination of Special Secondary Service Provider's COPCN to serve the Community.

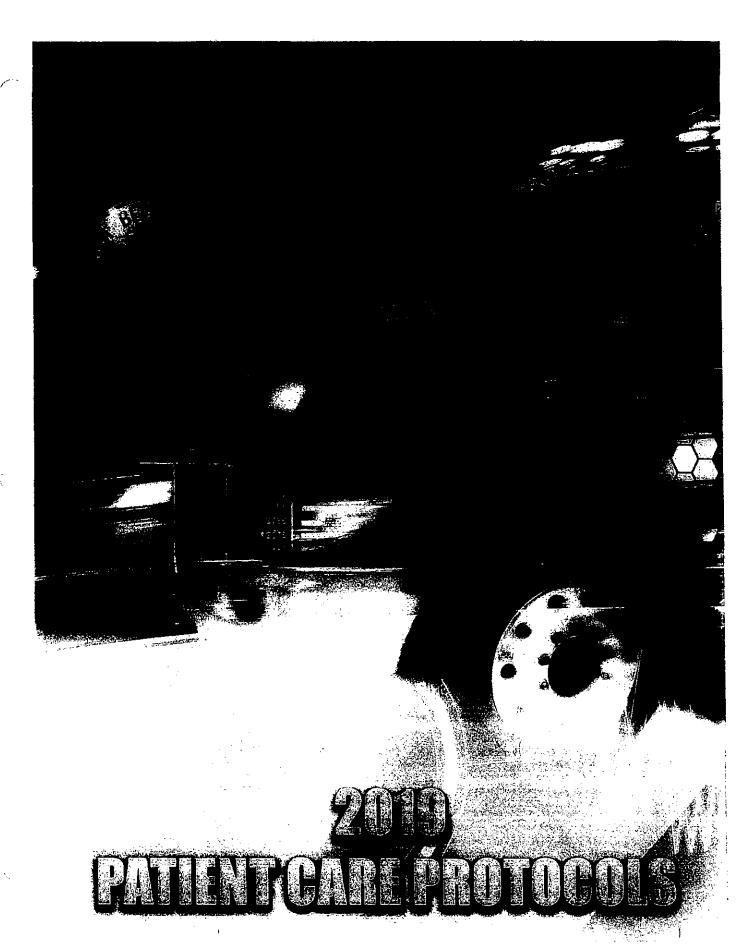
This MOU is entered in accordance with Section 13-22(b) of the Palm Beach County Code and Section 401.435(2), Florida Statutes. Notwithstanding anything herein to the contrary, this MOU shall not be construed to create any contractual obligation upon PBCFR or Palm Beach County, nor to provide any contractual rights to Special Secondary Service Provider or to any third party.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this MOU on the date hereinabove first written.

	By: Reginald K. Dufen Fire Rescue Administrator
APPROVED AS TO TERMS AND CONDITIONS By:	Ву:
Charles Geyle, Division Chief Medical Services Division	Kenneth A. Scheppke, M.D. Medical Director
WITNESSES:	HATZALAH OF PALM BEACH, INC.
By: Whidi Mason	By: June (4+ zchok) Hersh
Print Name: Wendi Mason	
Ву:	Ву:

Print Name:



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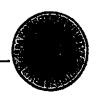


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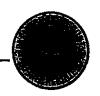


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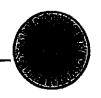


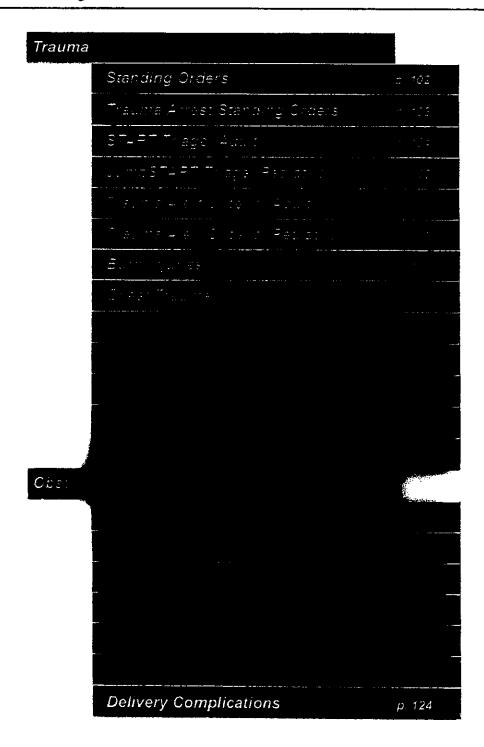
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Editors & Contributors



FIRE RESCUE ADMINISTRATOR

Chief Michael Mackey

CEDIVABLE ADIOENT ROLLETHO MORENTO

Chief Rich Ellis

DIVISION CHIEF OF TRAINING AND SAFEST

· Chief Sean Pamplona

MEDICAL DIRECTORS

- Dr. Kenneth Scheppke, MD, Chief Medical Officer
- Dr. Peter Antevy, MD, Medical Director Pediatric Division
- Dr. Paul Pepe, MD, Medical Director of Research and Development

EDITORS

- · Charlie Coyle, EMS Training Captain
- Paul Leser, EMS Captain
- Michael Okrent, EMS Captain
- · James Glass, EMS Captain
- · Jeremy Hurd, EMS Captain
- Neal Niemczyk, Special Operations Captain
- Kurt Ruby, Lieutenant
- · Rafael Suarez, Firefighter/Paramedic
- Alec Myers, Firefighter/Paramedic

COMPRISUTORS

- · Dr. Ali Malek, Interventional Neurologist
- · Dr. Nicholas Sama, Orthopedic Surgeon
- Dr. Larry Bush, Infectious Disease
- Dr. Lawrence Lottenberg, Trauma Surgeon
- Dawn Altman, RN

Editors & Contributors

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Medical Director's Page



The following Emergency Medical Services Protocols are the Official Advanced and Basic Life Support
Protocols for Palm Beach County Fire Rescue and are approved for such use by Paramedics and EMTs of
the department to care for the sick and injured. Only those Paramedics and EMTs approved by the Medical Director shall be authorized to utilize these protocols.



Kenneth A. Scheppke, MD
Chief Medical Officer



Peter M. Antevy, MD

Medical Director of

Pediatric Care



Paul E. Pepe, MD

Medical Director of

Research &

Development

Medical Director's Page

(

Lynette Schurter

From:

Isaac Hersh <isaacmhersh@gmail.com>

Sent:

Wednesday, January 13, 2021 2:13 PM

To:

Charles Coyle

Cc:

Isaac Hersh; Lynette Schurter; Wendi Mason; Kenneth.Scheppke@fihealth.gov

Subject:

Re: Protocols for Hatzolah EMS non transport volunteer program

****** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. ******

Thank you for the protocols. We can definitely adopt those and utilize the same ones. I presume this will negate the need to have them approved. Please advise as to if that is correct. Our goal is to provide ALS (non transport) services until PBCFR arrives. Since we are fortunate to already have great response times countywide, I presume most of the care provided while "bridging the gap" and waiting for the county to arrive will be BLS.

As always please feel free to reach out at any time if you have any further questions.

Best, Isaac

On Jan 13, 2021, at 8:18 AM, Charles Coyle < CCoyle@pbcgov.org> wrote:

Good morning Isaac,

Please review the attached Palm Beach Fire Rescue Protocols with your Medical Director. This is the current version we are using throughout the department.

Can you please refresh my memory, your group will only be providing BLS care before PBCFR's arrival on-scene? Is that correct?

Thank you,

Charles Coyle, Division Chief Medical Services Division Palm Beach County Fire Rescue 405 Pike Road, West Palm Beach, Florida 33411 561-373-6005 | Cell ccoyle@pbcgov.org

From: Isaac Hersh <isaacmhersh@gmail.com> Sent: Wednesday, January 13, 2021 2:17 AM To: Charles Coyle <CCoyle@pbcgov.org>

Cc: Isaac Hersh <info@hatzalahpbc.org>; Lynette Schurter <Ischurter@pbcgov.org>; Wendi Mason



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. As a new agency we do not currently have a EMS license.

Thank you for your understanding,

Isaac Hersh President



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman

To whom it may concern,

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020.

We are aware that the initial COPCN will be granted on a conditional basis.

Thank you for your understanding,

Isaac Hersh President



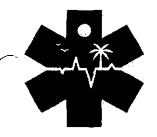
BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman Vehicle List:

2016 Ford Taurus

2012 Ford F-350

2009 Lexus GX470



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman Personnel Roster:

Bruce Medjuck, EMT-P - Chief Yoshi Hagler, EMT-P, RN Eli Brisky, EMT-P Gershon Fink DO, EMT-P Jason Weg, EMT-P

BRUCE MEDJUCK

10222 Isle Wynd Court Boynton Beach, Florida 33437 (561)-877-4160 (917)-642-3484 bmmedjuck@gmail.com

Accomplished and experienced Senior Paramedic with 30 plus years of significant experience in assessing and handling emergencies of all kinds and EMS management. Capable leader, problem-solver and decision maker who thrives in high energy on-call environments. Areas of expertise include managing ambulance stations, training employees, calmly and quickly assessing medical and trauma patients, operating emergency vehicles, and proficiency in life saving equipment and procedures.

EXPERIENCE

JAN 2016 - OCT 2017: PARAMEDIC, G4S SECURITY SOLUTIONS
Patrol designated areas as assigned for security purposes and respond to medical emergencies as they arise.

JAN 2014 - NOV 2014: PARAMEDIC, HUNTER AMBULANCE Delivered prehospital care to the sick and injured.

OCT 2010 - DEC 2013: DEPUTY CHIEF, EMS OPERATIONS, FDNY Project Manager of their Mobile ePCR Program.

JAN 2010 – OCT 2010: DEPUTY CHIEF, EMS DIVISION 3, FDNY Oversight of the day-to-day operations for 7 Brooklyn ambulance stations.

SEP 2008 – DEC 2010: CAPTAIN, EXECUTIVE OFFICER, FDNY BUREAU OF TRAINING Oversight and maintenance of FDNY EMS recertification program.

JAN 2007 – SEP 2008: CAPTAIN, FDNY EMS DIVISION 3
Managed and supervised an ambulance station, directed day-to-day operations of 10 ambulances and 120 employees.

DEC 2000 - DEC 2006: LIEUTANANT, FDNY EMS OPERATIONS Implemented and oversight of the ePCR System, Reviewed departmental charges for Chief of EMS, approving financial loans to further enhance employee education, oversaw payroll.

DEC 1996 – MAY 2000: PARAMEDIC, FDNY EMS STATION #58
Delivered prehospital care to the sick and injured visitors and residents of NYC.

JULY 1989 - DEC 1996: EMT, DIVISION OF TRAINING INSTRUCTOR Instructor assigned to the EMS training academy to train new employees in the operating procedures of the EMS system.

AUG 1987- JULY 1989: EMT, EMS STATION 37
Delivered prehospital care to the sick and injured visitors and residents of NYC.

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SKILLS AND CERTIFICATIONS

- New York State Instructor Coordinator
- American Heart Association Basic Life Support provider
- American Heart Association Advanced Life Support provider
- American Heart Association Pediatric Advanced Life Support provider
- New York State Ambulance Accident Prevention Instructor
- New York State Department of Health Emergency Vehicle Operator Course Instructor
- Florida State Paramedic
- State of Florida Security Officer Class D Certification
- State of Florida Security Officer Class G Certification

EDUCATION

1987: JOHN JAY COLLEGE OF CRIMINAL JUSTICE 1994: CATHOLIC MEDICAL CENTER, PARAMEDIC BASIC PROGRAM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/OD/YYYY) 08/19/2021

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(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NICOLE CONTACT NAME: Nicole Ciofalo PRODUCER PHONE (718) 232-3300

E-MAIL ADDRESS: nicolem@Eairmontins.com FAX (718) 256-9062 Fairmont Ins. Brokers, Ltd. 1600 60th Street INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Arch Insurance Company NY 11204 Brooklyn INSURER B: Sirjus America Insurance Co INSURED Hatzalah of Paim Beach Inc INSURER C 10811 Cambay Circle INSURER D: INSURER E : Boynton Beach FL 33437 INSURER F: OVERAGES CERTIFICATE NUMBER: CL2181913171 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 **COVERAGES** THIS TO CERTIFY THAT THE POLICIES OF INSURANCE USTED BELLOW HAVE BEEN ISSUED TO THE INSURED TO MAKE DAY FOR THE POLICIES IN THE POLICIES LINE 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

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WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY X PER STATUTE \$ 100,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
(Mandatory in NH) EL. EACH ACCIDENT 8 EIG4822750-00 08/05/2021 08/05/2022 100,000 E.L. DISEASE - EA EMPLOYEE yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT MEIM10584500 10/01/2020 10/01/2021 Deductible \$500 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required Palm Beach County Board of County Commissioners, a potitical subdivision of the State of Ftorida, its Officers, Employees and Agents", c/o Electronic Services & Security Division, 2633 Vista Parkway, West Palm Beach, Ft., 33411 is listed as additional insured on a primary and non-contributory basis if required by written 30 Days' Notice of Cancelation will be provided, with 10-day NOC for non-payment of Premium CERTIFICATE HOLDER **CANCELL ATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Palm Beach County 301 N. Olive Ave AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

West Palm Beach

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FL 33410

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Sude Sichhund

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AGREEMENT

This agreement made this day of October 2020 by and between **Gregg Nezowitz M.D.**, 11564 Mantova Bay Cir, Boynton Beach, FL 33473, hereinafter called the "Contractor" and Hatzalah Of Palm Beach County.

ARTICLE 1 BASIC AGREEMENTS

- **1.1. SCOPE OF SERVICES.** The Contractor will serve as the Hatzalah Of Palm Beach County EMS Medical Director throughout the term of this Agreement. As the Hatzalah Of Palm Beach County, EMS Medical Director, Contractor will:
 - A. Provide off-line medical direction services to include specification, review, and approval of the service protocols, quality improvement reviews, personnel evaluations for clinical fitness for duty/coverage by medical malpractice, advice to Hatzalah Of Palm Beach County, EMS regarding EMS and medical direction, and other mutually agreed upon duties.
 - B. Review reports and run sheets for incidents.
 - C. Assist the EM5 Director in setting up and evaluating a continuous quality improvement program in accordance with the state and federal regulations.
 - D. Participate in educational programs for Hatzalah Of Palm Beach County, EMS.
 - E. Advise the EMS Director and the Paim Beach County on issues relating to the provision of quality emergency medical care by the agency's personnel.
 - F. Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency's personnel.
 - G. Provide other medical advisory services related to the first responder program and other programs of the agency as necessary.
 - H. Assist in the coordination of research projects and their implementation to include the obtaining of grants.
- 1.2. TERM. This Agreement shall commence on January 1, 2018 and expires on December 31, 2022.
- **1.3. COMPENSATION.** For the satisfactory performance of the duties enumerated above, Hatzalah Of Palm Beach County, EMS shall pay Contractor the sum of \$1 per year;
- **1.4. EFFECT OF CONTRACTOR'S DEATH.** This Agreement shall terminate immediately upon the death of the Contractor, and upon the happening of that event, the agency shall not be liable for any payments under this Agreement occurring thereafter.

1 | Page

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ARTICLE 2 HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless Hatzalah Of Palm Beach County, EMS, its agents and employees, and Palm Beach County, FL from any and all liability and expenses to Contractor or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of Hatzalah Of Palm Beach County, EMS, its agents or employees.

The Contractor shall defend, indemnify and hold Hatzalah Of Palm Beach County, EMS, its agents and employees, and Palm Beach County, FL harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against same alleging liability referenced above, except where the proximate cause of such injury, damage or loss was the sole negligence of Hatzalah Of Palm Beach County, EMS, its agents or employees, and Palm Beach County, FL.

ARTICLE 4 TERMINATION

Either party may cancel this Agreement, with or without cause, with a Ninety (90) day written notice to the other party. The parties are not obligated to perform or pay for any services pursuant to this Agreement after receipt of the notification of cancellation. The parties agree that this agreement is terminable at will. The parties agree that they shall not be entitled to any damages, claims, causes of action, judgment or demands in the event either party terminates this contract pursuant to this Article.

ARTICLE 5 NONDISCRIMATION

The Contractor:

- **5.1.** Will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability.
- **5.2.** Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, natural origin, sex or disability.
- **5.3.** Will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability.
- 5.4. Will include these provisions in every subcontract or sublease let by or for him.

ARTICLE 6 ETHICAL STANDARDS

- **6.1.** Contractor shall not participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to Contractor's knowledge there is a financial interest possessed by:
 - A. The contractor or the contractor's immediate family.
 - B. A business other than a public agency in which the contractor or a member of the contractor's immediate family serves as an officer, director, trustee, partner or employee.



- C. Any other person or business with whom the director or a member of contractor's immediate family is negotiating or has an arrangement concerning prospective employment.
- **6.2. GRATUITIES.** Contractor shall not solicit, demand, accept or agree to accept from another person or entity, anything of a pecuniary value for or because of:
 - A. An official action taken, or to be taken, or which could be taken by Contractor and/or such person or entity.
 - B. A legal duty performed, or to be performed, or which could be performed by Contractor and/or such person or entity.
 - C. A legal duty violated, or to be violated, or which could be violated by Contractor and/or such person or entity.
- 6.3. Anything of nominal value shall be presumed not to constitute a gratuity under this section.
- **6.4. KICKBACKS.** Contractor shall at no time receive any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

ARTICLE 7 RENEWAL OF AGREEMENT

This agreement shall automatically renew for additional term of one (1) year each unless not less than ninety (90) days from the date of termination of this agreement either party gives notice in writing to the other that such party will not renew this agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- **8.1. INDEPENDENT CONTRACTOR.** The Contractor will render all services as an independent contractor; it will not be considered an employee of Hatzalah Of Palm Beach County, EMS, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of Hatzalah Of Palm Beach County, EMS.
- **8.2. ASSIGNMENT.** The Contractor will not assign or transfer any interest in this agreement without obtaining the prior written approval of Hatzalah Of Palm Beach County, EMS.
- **8.3. SUBCONTRACTS TO THE AGREEMENT.** The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of Hatzalah Of Palm Beach County, EMS.
- **8.4. WRITTEN AMENDMENTS.** This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.
- **8.5. REQUIRED APPROVALS.** Neither the Contractor nor Hatzalah Of Palm Beach County, EMS is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- **8.6. ARTICLE CAPTIONS.** The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- **8.7. SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement, at any time.



- **3.8. FEDERAL, STATE AND LOCAL REQUIREMENTS.** The Contractor is responsible for full compliance with all applicable federal, state and local laws, rules and regulations.
- **8.9. GOVERNING LAW.** This Agreement will be governed and construed in accordance with the laws of the State of Florida, and proper venue for litigation concerning this agreement shall be in Palm Beach County, Florida.
- **8.10. NOTICES.** All notices of either party to terminate this agreement shall be given in writing and sent by certified mail, addressed to the other party as herein provided. Notice to Hatzalah Of Palm Beach County, EMS shall be given at the following address: 10811 Cambay circle Drive, Boynton Beach, FL 33437; notice to the Contractor shall be given at 11564 Mantova Bay Cir., Boynton Beach, FL 33473.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this agreement on its behalf, the date and year first above written in duplicate originals.

Hatzalah Of Palm Beach County, EMS	GREGG NEZGWITZ N.D.
Isaac Hersh, President	Gregg Nezowtiz
Isaac Hersh, President Date: 10/28/20	Date:
Marchel Colodon Printed Name of Witness	Nechana Myer Printed Name of Witness
Signature of Witness	Anya Signature of Witness

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BN7094953	10-31-2021	\$731
SCHEOULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	09-03-2018
NEZOWITZ, GREC 1975 SANSBURYS WEST PALM BEAC		
TEST FALM DEAM	SIL 7 C 03411 1380	

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

Sections 304 and 1006 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney Gonerál 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 DRUG ENFORCEMENT ADMINISTRATION WASHINGTON D.C. 20537

reć

EXPIRES	PAID
10-31-2021	\$731
BUSINESS ACTIVITY	ISSUE DATE
PRACTITIONER	09-03-2018
	10-31-2021 BUSINESS ACTIVITY

THIS REGISTRATION

NEZOWITZ, GREGG DAVID MD 1975 SANSBURYS WAY STE 102 WEST PALM BEACH, FL 33411 1928

DEA REGISTRATION

Form DEA-223 (9/2016)

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Altorney 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.

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STATE OF FLORIDA DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
01/03/2020	ME-75671	692428

THE MEDICAL DOCTOR

QUALIFICATION(S): Dispensing Precidence

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

Expiration Date: JANUARY 31, 2022 GREGG DAVID NEZOWITZ 7593 BOYNTON BEACH BLVD SUITE 190 BOYNTON BEACH, FL - 33437

Ron DeSantis

GOVERNOR

Scott A. Rivkees, MD State Surgeon General

DISPLAY IF REQUIRED BY LAW

93822€



Attestation Statement:

I, Gregg David Nezowitz, MD have read, approved and adopted the minimum standard, pre-hospital treatment protocols for Hatzalah of Palm Beach County, Inc.

Gregg Nezowitz, MD

Medical Director

(

Date

18/28/20



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are not a transport agency, this section is not applicable for this application.

Thank you for your understanding,

Isaac Hersh President



August 6, 2021

To the Board of Directors Hatzalah of Palm Beach, Inc. Boynton Beach, Florida

I have audited the financial statements of Hatzalah of Palm Beach, Inc. (the "Organization") for the period from May 6, 2020 ("Inception") to December 31, 2020 and have issued my report thereon dated August 6, 2021. Professional standards require that I provide you with information about my responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of my audit. I have communicated such information in my letter to you dated July 29, 2021. Professional standards also require that I communicate to you the following information related to my audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 2 to the financial statements. During the period ended December 31, 2020, the following accounting pronouncement was adopted:

On May 6, 2020, the Organization adopted Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2018-08, Clorifying the Scope and Accounting Guidance for Contributions Received and Contributions Made. The ASU is intended to assist entities in evaluating whether transactions should be accounted for as contributions or an exchange transaction, as well as determining whether a contribution is conditional. There was no impact to revenue or expenses associated with adopting ASU 2018-08.

I noted no transactions entered into by the Organization during the period for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the allowance for doubtful pledges. Management reviews pledges
receivable on a periodic basis and makes allowances where there is doubt about the collectability of
individual accounts. In evaluating the collectability of individual receivable balances, the Organization
considers many factors, including the age of the balance and the donor's payment history.

Hatzalah of Palm Beach, Inc.
Communication with Those Charged with Governance
Page 2 of 3

- Management's estimate of the functional allocation of expenses is based on the costs of supporting
 the various programs and other activities for the Organization and has been summarized on a
 functional basis. Accordingly, certain indirect costs have been allocated among the programs and
 supporting services.
- Management's estimate of the depreciation expense is based on the estimated life of the assets.

I evaluated the key factors and assumptions used to develop these estimates and determined that they're reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

Lencountered no significant difficulties in dealing with management in performing and completing my audit.

Corrected and Uncorrected Misstatements

Professional standards require me to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. I'm pleased to report that no such disagreements arose during the course of my audit.

Management Representations

I have requested certain representations from management that are included in the management representation letter dated August 6, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, professional standards require the consulting accountant to check with me to determine that the consultant has all the relevant facts. To my knowledge, there was no such consultations with other accountants.

Hatzalah of Palm Beach, Inc.

Communication with Those Charged with Governance
Page 3 of 3

Other Matters

This information is intended solely for the use of the board of directors and is not intended to be, and should not be, used by anyone other than this specified party.

Very truly yours,

Ricciardella CPA, PLLC:

Justin Ricciardella Justin Ricciardella, CPA President



Independent Auditor's Report

To the Board of Directors Hatzalah of Palm Beach, Inc. Boynton Beach, Florida

I have audited the accompanying financial statements of Hatzalah of Palm Beach, Inc. (the "Organization"), which comprise of the statement of financial position as of December 31, 2020, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the period from May 6, 2020 ("(nception") to December 31, 2020, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I have conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overal! presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Ricciardella CPA, PLLC | 561.388.6959 | jricciardella@rcpapllc.com 851 Madison Court | Palm Beach Gardens | Florida 33410

Continued from previous page

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hatzalah of Palm Beach, Inc. as of December 31, 2020 and the results of its net assets and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Justin Ricciardella, CPA

Ricciardella CPA, PLLC Palm Beach Gardens, Florida August 6, 2021



Department of Public Safety Division of Emergency Management

20 South Military Trail
West Palm Beach, FL 33415
(561) 712-6400
FAX: (561) 712-6464
www.pbcgov.com

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

Audited financial statements were provided with this application but have been redacted as trade secrets pursuant to Section 812.081, Florida Statute.

A copy of the audited financial statements will be maintained in the Palm Beach County Division of Emergency Management's records located in the office of the EMS Specialist.

Lynette Schurter, EMS Specialist

561-712-6696



1776 East Jericho Tumpike, Suite 1 Huntington, New York 11743-5713 (631) 499-6666 • (631) 499-4440 Fax: (631) 499-6880 Info@fwikcpas.com

October 29, 2020

RE: Hatzalah Of Palm Beach Inc.

To Whom It May Concern,

We are the CPA's for Hatzalah Of Palm Beach Inc, a newly formed corporation in the state of a Florida. Hatzalah of Palm Beach Inc. is currently in the process of applying for 501c3 status as it is a volunteer organization that will work to help the needs of the communities it serves.

To date, the organization has received donations in excess of \$50,000 and has piedges for donations post license approval for over \$250,000. We believe that the organization will have no issues with funding and will be able to become and stay accredited through its lifetime.

Should you have any questions or concerns, please feel free to reach out to us at any time.

Thank you

Jeffrey B. Feldman, CPA PC

FELDMAN, WEISBERG, LESK & KAMPFER LLP



HATZALAH OF PALM BEACH INC 10811 CAMBAY CIRCLE BOYNTON BEACH, FL 33437

05/17/2021 Employer ID number: 38-4152893 Person to contact: Name: Chris Brown ID number, 31503 Telephone: 877-829-5500 Accounting period ending: December 31 Public charity status: 170(6)(1)(A)(vi) Form 990 / 990-EZ / 990-N required: Yes Effective date of exemption: May 6, 2020 Contribution deductibility: Yes Addendum applies: No DLN: 26053752001640

Date:

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the fop of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

stephen a martin

Stephen A. Martin Director, Exempt Organizations Rulings and Agreements

> Letter 947 (Rev. 2-2020) Catalog Number 35152P

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BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. As a non-profit community supported organization, all of our services are provided at no cost to the community.

Thank you for your understanding,

Isaac Hersh President



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman

To whom it may concern,

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020.

We are aware that the initial COPCN will be granted on a conditional basis.

Thank you for your understanding,

Isaac Hersh President



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. As a newly formed organization we do not currently have vehicle or staff inspection reports.

Thank you for your understanding,

Isaac Hersh

President



Hatzalah of Palm Beach County: EMS Quality Improvement Program

Medical Director: Gregg Nezowitz M.D.

To ensure quality standards are being met we have several supervisory members:

Gregg Nezowitz MD, ABEM certified, **Medical Director** Hatzalah Palm Beach County

Bruce Medjuck, **EMS Chief** Isaac Hersh, **President**

- Continuous quality improvement (CQI) will be measured directly by reviewing all calls by Hatzalah of Palm Beach County, both by the medical director and the EMS Chief.
- All calls will be reviewed weekly and direct discussions of any deviation from protocol will be taken directly from the treating paramedic, documented, and corrective action plan will be presented.
- Certain patient cases may be peer reviewed at the discretion of the medical director and/or the EMS Chief.
- In some cases the paramedic will fill out a Focused Professional Practice Evaluation- Self Evaluation Form (FPPE-SE) provided: This in support of quality improvement and the enhancement of patient safety. This document is Peer Review Protected and confidential.
- Quarterly meetings either by meeting at HQ or through a WebEx call will be completed. PBCFR will be invited to all meetings for the first 6 months and welcome by request for on-going meetings.
- Cumulative data will be compiled bi-annually due to the low number of calls but will be updated as necessary.

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The followings audits will be performed:

Trip Record Audit

History: Chief complaint, Hx present illness, Past Hx, Meds, Allergies

Physical Exam: Vital signs, focused physical exam, repeat vitals after change in status

or drug administration or after 15 min of care or by the transporting EMS

unit if arrives prior to 15 min

Treatment: Medications, procedures, timeliness of actions, success, following

Hatzalah protocols (including ALS/BLS/standing orders) and documentation of results of

treatment

Times: Dispatch to arrival, Arrival to treatment, Treatment to transfer of care to

transporting EMS unit.

Refusals/Non transports: Documentation of competence, risks and benefits, release

instructions, refusal of transport by transporting EMS unit.

Trip sheet Overview: Organization, content, readability

Chest Pain Audit Abdominal Pain Audit Fall Audit

Additional audits may be added as neccesary.



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are currently in the process of obtaining a memorandum of understanding for radio communication with PBC Facilities Development and Operations Dept.

Thank you for your understanding,

Isaac Hersh President



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kołodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are awaiting a letter from the COPCN CEO that we have met all applicable federal, state and local requirements pertaining to the delivery of EMS.

Thank you for your understanding,

Isaac Hersh President



Palm Beach County Emergency Medical Services COPCN Application



Wyndsong Isle Estates

	<u> </u>		
Agency			
Name	Hatzalah Of Palm I	Beach, Inc.	
		Received By	Lynette Schurter
	General Fund	1 0001-660-7110-429	95
Payment			
Received	Date		8/6/2021
	Check Number		1006
	Amount		\$500.00

PAID

HATZALAH OF PALM BEACH INC.

BATE 8/06/2028-8413/2670

DATE 8/06/2028-8413/2670

DATE 8/06/2028-8413/2670

DATE 8/06/2028-8413/2670

CHASE D

JPMorgan Chase Bank, N.A.

JPMOrgan Chase



PALM BEACH COUNTY DEPARTMENT OF PUBLIC SAFETY OFFICE OF EMERGENCY MEDICAL SERVICES



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APPLICATION FOR SPECIAL SECONDARY SERVICE PROVIDER CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)

Applying for new Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN) Club at Indian Lakes
Applying for renewal/revised Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN)
Special Secondary Service Provider COPCN term from 1/01/2021 to 12/31/2027
SPECIAL SECONDARY SERVICE PROVIDER Provides non-transport initial ALS services pursuant to a contract with a community/business association as indicated on the COPCN until the Primary COPCN Provider arrives. A Special Secondary Service Provider must obtain a COPCN for each such community/business and are issued for a term that terminates automatically upon the termination or expiration of the COPCN holder's contract for service with the community/business association, or upon notice from the community/business association.
Special Secondary Service Provider COPCN experience does not meet the criteria to establish the necessary ALS or BLS experience since patient care is transferred to the Primary Provider, no transportation is provided, and Special Secondary Service Provider's do not provide patient care during transport
Section 2: AGENCY INFORMATION
HATZALAH OF PALM BEACH INC Name of agency
10811 Cambay Circle, Boynton Beach, FL 33437 Mailing address
Base station address10811 Cambay Circle, Boynton Beach, FL 33437
Base station address
Base station address
Phone #

Medical Director's name	David Nezowitz, MI	D 	
Medical Director's business address	11564 Mantova Ba	ay Circle, Boynt	on Beach, FL 33473
Medical Director's Medical License#	ME75671	Exp. Date	1/31/2022
If applicant is a private sector age primary shareholders. Include each attach separate list referencing questi	person's position/in		

Section 3: ATTACHMENTS REQUIRED

Applicants shall submit the application for COPCN as set forth in the Palm Beach County Code of Laws and Ordinances and satisfy all requirements therein, and in addition, applicants shall also provide satisfactory completion of the following requirements. Please be sure to include with the Application, as separately numbered Attachments in a three (3) ring binder, the following:

- Describe the need and area(s) or zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.
- 2. The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of an early termination, or of an extension of the contract.
- 3. A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.
- 4. Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.
- 5. Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.
- 6. Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate ability to ensure continuity of operations.

- 7. Personnel roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). The applicant must have at least one (1) supervisory or higher level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services
- 8. Insurance verification. A copy of an insurance policy, a self insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.014(a), F.A.C. There must be a 30-day cancellation notice and Palm Beach County shall be shown as the certificate holder with a mailing address of 301 N. Olive Ave, West Palm Beach, FL 33401.
- 9. The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of current DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.
- 10. A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.
- 11. A letter from your Medical Director stating your agency has adopted the countywide approved Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.
- 12. The financial information of the applicant to ensure financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company, if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation or company holding, owning or in control of more than ten (10) percent stock or financial interest of another person, corporation or company.
- 13. Copy of proposed rate structure, if any.
- 14. Except for current COPCN holders, a summary history of applicant's emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full continuum of patient care from call initiation, during patient transport and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.

Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.

The COPCN shall be issued and after six months, the COPCN holder shall deliver a report to the Department with a summary history of the COPCN holder's performance record demonstrating that Applicant successfully provided ALS services during the initial six (6) months of operation and accompanied by a letter from the Primary Provider attesting that the COPCN holder has performed satisfactorily to the knowledge of the Primary Provider. Additionally, the COPCN holder shall provide

records substantiating the implementation of a formal quality assurance system and that at least three (3) formal, quality assurance meetings having taken place during the initial six (6) months of operation. The Primary Provider is required to be invited to participate in the quality assurance meetings.

Upon review of the required documentation, the administrator will determine if the conditions have been satisfied. Special Secondary Service Providers who satisfy the conditions shall be issued a letter acknowledging satisfaction and removal of the conditions of the COPCN. In that event the COPCN shall remain in effect until the contract with the Community Association expires or terminates.

If the administrator determines the conditions have not been satisfied, then the COPCN holder shall be in violation of the EMS Ordinance and the COPCN shall be subject to immediate suspension by the administrator and revocation by the Board of County Commissioners (BCC). The administrator may permit an additional thirty (30) days to satisfy conditions if the Applicant has demonstrated good faith efforts towards satisfaction of the conditions.

Except as expressly modified herein, COPCN holders with conditions are subject to the requirements of the EMS Ordinance and all Rules and Regulations of the BCC and nothing herein shall be construed as a limitation, waiver or relinquishment of any right, remedy, or enforcement power authorized by law, or the EMS Ordinance, or the Rules and Regulations.

- 15. Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).
- 16. Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.
- 17. A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)
- 18. The applicant must provide a certified letter from the COPCN Holder's Chief Executive Operating Office or Fire Chief that the applicant has met all applicable federal, state and local requirements pertaining to the delivery of EMS.
- 19. A non-refundable application fee in the amount of five-hundred dollars (\$500.00) made payable to: "Palm Beach County Board of County Commissioners."

SECTION 4: AUTHORIZED SIGNATURE

I, the undersigned representative of the applicant Agency, do hereby attest that said Agency meets all the requirements of Palm Beach County Emergency Medical Services (EMS) Ordinance, as codified in the Palm Beach County Code of Laws and Ordinances, and any accompanying Rules and Regulations of the Department of Public Safety Emergency Medical Services Section, as well as all the requirements for the operation of an emergency service as provided for in F.S., Chapter 401, Part III, and Chapter 64J, Florida Administrative Code.

I, the undersigned representative of the above applicant Agency, further attest that this Agency is in compliance with the State of Florida EMS Communications Plan.

I, the undersigned representative of the applicant Agency, acknowledge that any discrepancies discovered by the PBC EMS staff during the annual mandatory inspections may subject my Agency and its representatives to corrective action and possible penalty as provided for by Florida law and applicable Rule. Further, I understand that an annual vehicle inspection permitfee of one hundred fifty dollars (\$150.00) per-vehicle shall be paid for any EMS vehicle or ambulance utilized in Palm Beach County.

I, the undersigned authorized representative of the above applicant Agency further acknowledge that, to the best of my knowledge, all statements on this application and the included attachments in support of the application are true and correct.

Printed / Pyped Name of Agency Representative

Signature

10/30/2020

Date

STATE OF FLORIDA COUNTY OF PALM BEACH

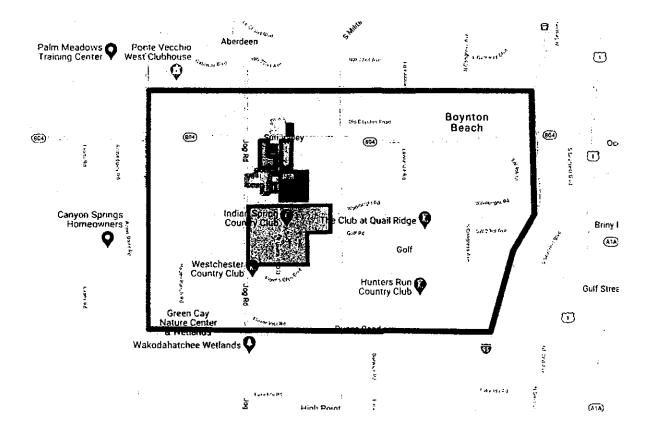
The foregoing Application was	acknowledged before me th	his 30th day of October	, 20 .2
by <u>Yitzchak</u> Hersh	, who is personally	known to me or who has	
FL DL	_, as identification and who	did take an oath.	L
Signature	_ Notary Seal:	TREVOR JEFFREY CORL Notary Public - State of F Commission # GG 9610 My Comm. Expires Feb 23	iorida 190

ID FLDL 269-0

Describe the need and area or zones for the proposed service to be covered by your agency. The coverage area of Hatzalah of Palm Beach is defined by geographical boundaries and includes the following 3 Boynton Beach HOA's which are contiguous on El Clair Ranch Road and bordered by Woolbright Road on the South and Boynton Beach Blvd to the North:

- 1. Wyndsong Estates: a 55 home development for all ages
- 2. Wyndsong Isle Estates: a 47 home development of all ages
- 3. The Club: a 268 home for 55+ plus only

(



By augmenting the existing great services provided by our EMS systems, Hatzalah in Palm Beach serves three specific needs of our unique community.

1. Rapid Intervention Will Save Lives of our Unique, Elder Population

There is a need for rapid response to bridge the gap between activation of EMS systems and average arrival time of 6+ minutes, especially for our population. The median age in zipcode 33437 is 68 years, while the median age in Florida is 42 years and the U.S. is 38 years. The older cohort in this zip code is prone to falls, often with severe head injuries, stroke, heart attack, and diabetic shock all leading to death. Rapid intervention will save lives. Hatzalah has saved thousands of lives in other communities because its volunteers are local and live in these communities. In emergency medical situations, every second counts. Receiving initial treatment within 3 minutes of the incident assures a higher chance of survival in critical situations, and speedier recovery for many other injuries and illnesses.

2. Activating the Emergency Medical System

(

Because their patients are also their friends, family and neighbors, Hatzalah members may already be on-scene or called when community members initially hesitate to dial 911 because they are uncertain if medical attention is necessary or are reluctant because they are underinsured or uninsured. A quick assessment by a Paramedic may encourage the patient to seek definitive care sooner than they would have otherwise.

3. Understanding of Emergency medicine and Jewish Law

With the understanding of the unique needs of the largely Orthodox community, Hatzalah members are trained in both emergency medicine and Jewish law. This makes them sensitive to cultural considerations and can direct patients to go to the hospital when they may not otherwise.

AGREEMENT FOR NON-TRANSPORT ADVANCED LIFE SUPPORT (ALS) FIRST RESPONSE EMS SERVICES

THIS AGREEMENT ("Agreement"), dated February 2021, is made and entered into between The Club at Indian Lakes Homeowners' Association, Inc., a Florida not-for-profit corporation, whose address is 6088 Rossmoor Lakes Drive, Boynton Beach, FL 33437 ("Association") and Hatzalah of Palm Beach, Inc., a Florida not-for-profit corporation, whose address is 10811 Cambay Circle, Boynton Beach, FL 33437 ("Contractor").

RECITALS

WHEREAS, Contractor is a volunteer emergency medical service organization, with a mission to improve medical outcomes and save lives by augmenting existing emergency medical services with community-based, state-certified EMT volunteer responders;

WHEREAS, Contractor is desirous of providing non-transport, advance life support services including health services involving the examination, diagnosis, treatment, prevention, medical consultation and administration for advance life support (collectively, the "Services") to the residents of Association's community, The Club at Indian Lakes ("Community"), as herein contemplated; and

WHEREAS, Contract represents and warrants to Association that all its volunteer responders providing the Services are licensed and certified, and have the necessary qualifications, experience, and skills, to perform the Services; and

WHEREAS, Association recognizes the benefit that provision of the Service would provide and reasonably believes the same would be beneficial to the Community's residents; and

WHEREAS, Association is willing to grant license rights to Contractor to enter into the Community to provide the same.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly acknowledged and agreed, the parties covenant and agree as follows:

- 1. Recitals. The above recitals, all of which are true and accurate, are included herein by reference and made a part of this Agreement.
- 2. <u>Services Provided</u>. Contractor will, for so long as the resources are available, provide the Services to the residents of the Community, consisting of:

- (i) Special secondary ALS, non-transport, first-response EMS Services;
- (ii) Such other tasks as the parties agree to in writing
- 3. <u>Compensation</u>. Contractor acknowledges and agrees that it is not entitled to any compensation by Association, or by any of its residents to whom the Services are furnished, for its provision of the Services.
- 4. <u>Supplies and Equipment</u>. Contractor is responsible for providing and maintaining all support vehicles, medical supplies, and equipment necessary to provide the Services. All equipment and medical supplies utilized by Contractor must meet or exceed the minimum State and local requirements for ALS and EMS services. Contractor must provide, maintain, and replace as necessary, personal safety equipment for all agents and representatives of Contractor that are providing the Services, in accordance with federal or state standards as applicable from time to time.

Contractor is responsible for the security and welfare of its materials, tools, machinery, and equipment while on Association's property and will insure and be responsible for same in the event they are damaged due to any casualty, vandalism, or theft.

- 5. <u>Medical Data and Reporting Requirements</u>. Contractor is solely responsible for completing and maintaining all records of the Services it provides and is solely responsible for complying with all local, state, and federal reporting requirements in relation to the Services.
- 6. License to Access Community. Association hereby grants to Contractor, for the term of this Agreement, a non-exclusive, revocable license over, above, and across all portions of the real property within the Community owned and/or controlled by Association in order for Contractor to provide the Services to the residents of the Community as contemplated herein this Agreement. Such license does not give Contractor, its officers, directors, agents, employees, or independent contractors, any interest in Association's real property or personal property, only the ability to access and use the property.
- 7. <u>Term.</u> The term of this Agreement ("Term") will begin on the date this Agreement is fully executed by both parties and will continue in full force and effect until terminated as provided herein.
- 8. <u>Termination</u>. Either party may, at any time, terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other party.
- 9. <u>Insurance to be Carried by Contractor</u>. Contract must maintain during the entire term of this Agreement and furnish Association with a Certificate of Insurance, evidencing the following minimal insurance coverage:
 - (i) Worker's Compensation Coverage in the minimum amount of

\$1,000,000.00.

- (ii) General Liability Coverage in the minimum amount of \$1,000,000.00 per occurrence; general aggregate limit of \$3,000,000.00.
- (iii) Umbrella Liability Insurance with limits of not less than \$3,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- (iv) Commercial automobile liability bodily injury and property damage covering all vehicles used under this Agreement, including owned, hired, and non-owned vehicles, if any, with limits of not less than \$1,000,000.00 combined single limits bodily injury and property damage. Policies must include coverage for loading and unloading hazards unless otherwise covered under general liability. Contractor must provide primary coverage regardless of actual vehicle ownership.

Contractor must furnish Association with a Certificate of Insurance, and an endorsement from Contractor's insurance carrier naming Association, and its officers, directors, agents, and employees, as additional insured on all liability policies.

Contractor waives all rights against the Association, and its agents and employees, for damages caused by injury to persons or property or other causes of loss to the extent covered by such insurance obtained pursuant to this Contract. This waiver of subrogation rights includes insured losses as well as losses within the Contractor's deductible or self-insured retention, if any. The Contractor shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the Association, its agents and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Agreement shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

10. <u>INDEMNIFICATION</u>. To the fullest extent permitted by law, Contractor indemnifies and holds harmless Association, its officers, directors, agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's operations or performance of the work and services provided pursuant to this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent

caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

Contractor must promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any or anyone directly or indirectly employed by Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed or retained by any of them, and by anyone for whose acts Contractor may be liable.

The provisions of this Section survive any termination of the Agreement.

- 11. <u>Independent Contractor</u>. In providing the Services under this Agreement it is expressly agreed that Contractor is acting as an independent contractor and not as an employee. Contractor and Association acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
- 12. <u>Notice</u>. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties as follows:

To Association:

The Club at Indian Lakes Homeowners' Association, Inc. 6088 Rossmoor Lakes Drive Boynton Beach, FL 33437

To Contractor:

Hatzalah of Palm Beach, Inc. 10811 Cambay Circle Boynton Beach, FL 33437

or to such other addresses as any party may from time to time notify the other.

- 13. **ASSIGNMENT**. Contractor must not let, assign or transfer this Agreement or any part thereof, or any interest therein, without the prior written consent of Association.
- 14. **ENFORCEMENT**. This Agreement must be construed in accordance with the laws of the State of Florida. If it becomes necessary to hire an attorney to enforce any provision of the Agreement, the prevailing party will be entitled to recover its costs

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and attorney's fees incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings. Any legal proceeding concerning this Agreement must be brought in a court of law with competent jurisdiction in Palm Beach County, Florida. In the event any portion of this Agreement is adjudicated by a court of competent jurisdiction as void or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

- 15. WAIVER. A waiver of any term, provision, requirement, obligation and/or condition by a party shall not be deemed to be a continuing waiver or any waiver of any future or past breach or violation.
- 16. **ENTIRE AGREEMENT**. The terms and provisions of this Agreement represent the entire agreement between the parties. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal as follows:

THE CLUB AT INDIAN LAKES HOMEOWNERS' ASSOCIATION, INC.

HATZALAH OF PALM BEACH, INC.

Norman Gildin, President

2/12/2

Isaac Hersh, President

Date: 2/8/2021



6088 ROSSMOOR LAKES DRIVE . BOYNTON BEACH, FL 33437 . Tel: 561-369-8056 . FAX: 561-369-5059

From: The Club At Indian Lakes HOA

Board of Directors

To: Hatzalah of Palm Beach County Inc.

Subject: Request for Special Secondary Service Provider

To whom it may concern,

The Board of Directors would like to formally request the services of Hatzalah of Palm-Beach County, a non-profit volunteer organization, to provide first response emergency medical services to our community members. The Board of Directors understands that services will be provided as resources are available and with the understanding that there will be no charges whatsoever for said services.

The Board of Directors makes this request with the understanding that Hatzalah of PBC will only start providing services at such time that it becomes fully credentialed with the County and State. Additionally, Hatzalah of PBC is to maintain Liability Insurance with the HOA listed as the certificate holder.

The start date of this request for services commences on January 1, 2021 and expires on December 31, 2027. Either party may terminate this agreement with 30 days prior written notice.

Now B. Evilding, President, The Club at Indian Lakes HOA Authorized Member of the Board

Date: 8/19/2020

MEMORANDUM OF UNDERSTANDING BETWEEN PALM BEACH COUNTY FIRE RESCUE AND Hatzalah

This Memorandum of Understanding (hereinafter the "MOU") is hereby entered into on May 17, 2021, between Palm Beach County Fire Rescue (hereinafter referred to as "PBCFR"), whose address is 405 Pike Road, West Palm Beach, Florida 33411, and Hatzalah of Palm Beach, Inc. hereinafter referred to as "Special Secondary Service Provider"), whose address is 10811 Cambay Circle, Boynton Beach, FL 33437, in order to establish dispatch protocols and identify roles and responsibilities of Special Secondary Service Provider personnel at an emergency scene, and to set forth the documentation required for patient care rendered pursuant to F.A.C. 64J-1, as part of Special Secondary Service Provider's service contract with The Club at Indian Lakes, exclusively within the boundaries of the development known as The Club at Indian Lakes (hereinafter referred to as "the Community"), located in Boynton Beach, Florida. This MOU shall also satisfy the requirements of Section 401.435(2), Florida Statutes, and Section 13-22(b) of the Palm Beach County Code.

Dispatch Protocols:

PBCFR and Special Secondary Service Provider are routinely dispatched and respond to EMS emergencies within the Community utilizing the 9-1-1 emergency telephone access system. In the event that the request for emergency assistance is received by Special Secondary Service Provider, they will immediately notify PBCFR via PBCFR's Dispatch Communication Center (hereinafter referred to as "Dispatch"). All requests for emergency medical assistance received through Special Secondary Service Provider's office will provide confirmation of address, telephone number, and nature of the call to Dispatch. The Community shall discourage its residents from notifying Special Secondary Service Provider before using the 9-1-1 system. The Special Secondary Service Provider shall document any notification for service that deviates from activation of the 9-1-1 service in a quarterly report that will be provided to PBCFR.

All communications between Special Secondary Service Provider and PBCFR will be accomplished via Dispatch. Special Secondary Service Provider shall assure that all its personnel who may receive patient information or other protected health information from PBCFR, including from Dispatch, complete a HIPAA training program provided by, or otherwise approved by, PBCFR.

Special Secondary Service Provider's First Responder Roles and Responsibilities:

If Special Secondary Service Provider personnel are first to arrive at an emergency scene, Special Secondary Service Provider will conduct a scene safety evaluation in order to determine if it is safe to enter. If the scene is deemed unsafe, Special Secondary Service Provider will retreat to a safe location. Special Secondary Service Provider will then request law enforcement and notify all other responding units of the unsafe situation. All units will then stage at a safe location until the scene has been deemed safe to enter by law enforcement.

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If the scene is determined to be safe to enter, Special Secondary Service Provider will then begin assessment of the patient. Special Secondary Service Provider will initiate care of any sick or injured persons. All care by the Special Secondary Service Provider will be rendered in accordance with Palm Beach County Fire Rescue Patient Care Protocols. If the patient is unstable or is in critical condition, Special Secondary Service Provider will immediately notify Dispatch to provide a patient status report. Special Secondary Service Provider personnel shall provide a patient care report to PBCFR upon their arrival, and as otherwise requested.

Special Secondary Service Provider will function as an Advanced Life Support (ALS) Service provider by hiring Florida certified EMTs and paramedics equipped with a full complement of ALS medications and medical equipment in accordance with Chapter 401, Florida Statutes, and F.A.C. 64J-1. Special Secondary Service Provider will only function as an ALS Service provider within the Community and will not have patient transport responsibilities. However, Special Secondary Service Provider shall maintain and equip all vehicles utilized to provide ALS Services within the Community as if such vehicles were transport vehicles. Patient transport will be conducted by PBCFR or other authorized transport provider. Special Secondary Service Provider shall comply with all requirements of Chapter 401, Florida Statutes, F.A.C. Chapter 64J-1, and Chapter 13, Article II, Division 1 (EMS Ordinance) of the Palm Beach County Code, as applicable to ALS Services by Special Secondary Service Provider.

ALS First Responder Qualifications:

All EMTs and paramedics employed by Special Secondary Service Provider for the services contemplated under this MOU shall be certified by the Florida Department of Health, and must satisfy all the professional qualifications and educational requirements set forth in Chapter 401, *Florida Statutes*, and F.A.C. 64J-1. Special Secondary Service Provider shall ensure common medical direction with PBCFR through the participation of Special Secondary Service Provider's Medical Director in the Palm Beach County Medical Director's Association.

Documentation of Patient Care Rendered by First Responder:

Special Secondary Service Provider shall document all patient contact on a patient care report in order to provide timely and accurate patient care information to responding PBCFR units at the scene. At a minimum, each patient contact shall be documented as per F.A.C. Section 64J-1.014(4) which shall provide information pertinent to the patient's identification, assessment, and care provided. Additionally, the names and identification number of all Special Secondary Service Provider personnel on the scene who provided patient care shall be included on the patient care report.

The Special Secondary Service Provider shall provide quarterly reports to PBCFR for Continuous Quality Improvement opportunities by its quality assurance committee. The report will include but not be limited to the following information:

- > Date of the incident
- > Time of the incident
- > Treatment rendered from the Special Secondary Service Provider

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Infectious Disease:

Special Secondary Service Provider shall adopt and adhere to an infectious disease protocol that complies with all applicable federal, state, and local laws. Special Secondary Service Provider shall be responsible for providing post exposure care to its own personnel. Special Secondary Service Provider shall notify PBCFR of all actual or suspected exposures involving a patient within the identified service areas. All infectious disease exposure protocol will be adhered to and all paperwork will reflect the names of persons present in order to make notifications in cases that apply.

Authorization:

Special Secondary Service Provider must obtain and maintain a Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN) to provide non-transport ALS Services within the Community until PBCFR arrives. This MOU shall take effect upon issuance of Special Secondary Service Provider's Certificate of Public Convenience and Necessity (COPCN), and may be amended from time to time by mutual written agreement of the parties. Upon execution, this MOU will be filed with Palm Beach County, Division of Emergency Management located at 20 South Military Trail, West Palm Beach, Florida 33415.

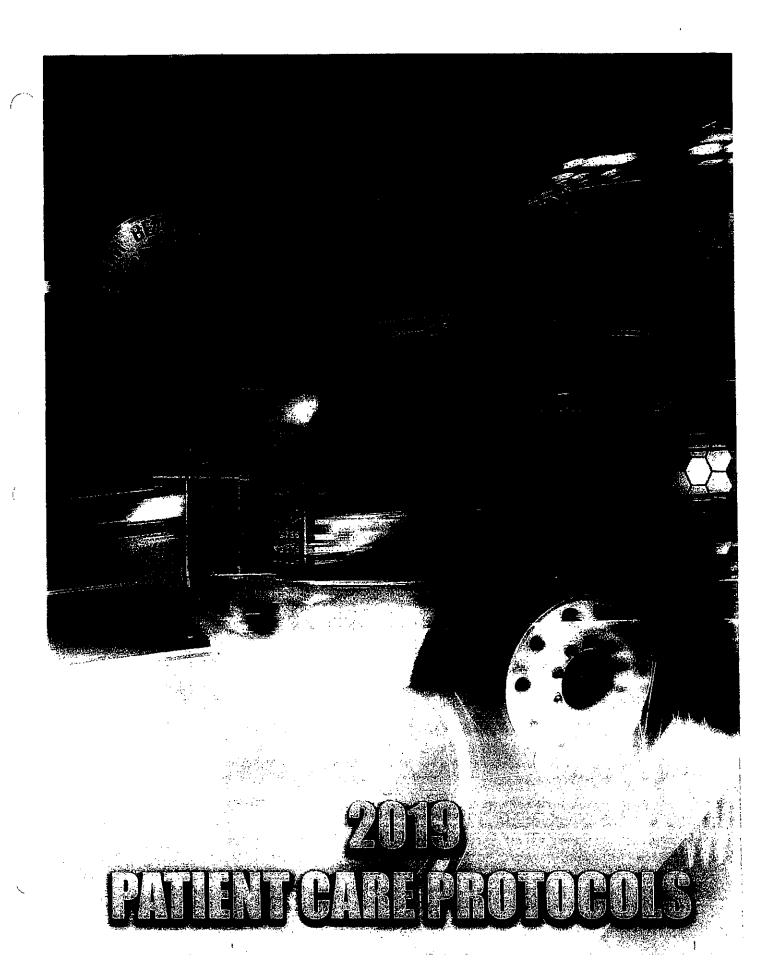
This MOU shall expire upon expiration or termination of Special Secondary Service Provider's COPCN to serve the Community.

This MOU is entered in accordance with Section 13-22(b) of the Palm Beach County Code and Section 401.435(2), Florida Statutes. Notwithstanding anything herein to the contrary, this MOU shall not be construed to create any contractual obligation upon PBCFR or Palm Beach County, nor to provide any contractual rights to Special Secondary Service Provider or to any third party.

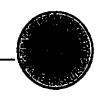
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IN WITNESS WHEREOF, the parties have executed this MOU on the date hereinabove first written.

	PALM BEACH COUNTY FIRE RESCUE
	By: Reginald K. Duren Fire Rescue Administrator
APPROVED AS TO TERMS AND CONDITIONS By:	By:
Charles Coyle, Division Chief Medical Services Division	Kenneth A. Scheppke, M.D. Medical Director
WITNESSES:	HATZALAH OF PALM BEACH, INC.
By: Uludi Mason	By: Saac (Yitzchok) Hersh
Print Name: Wend Mason	
Ву:	Ву:
Print Name:	



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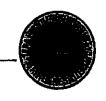


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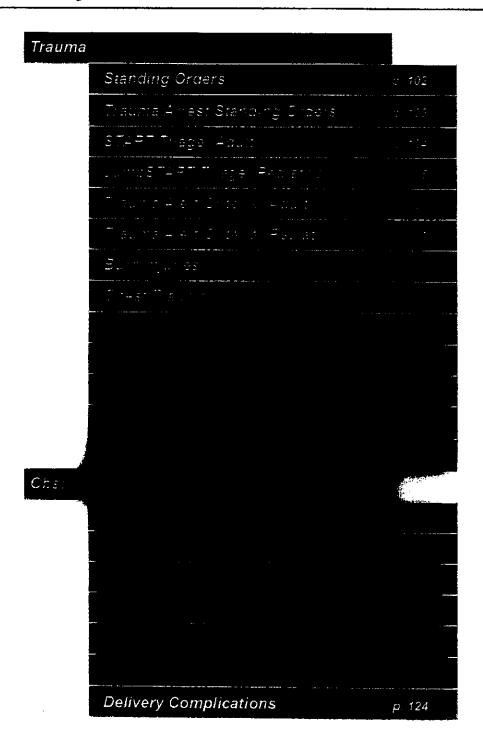
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DIVISION CHIEF OF MEDICAL SERVICES

Chief Rich Ellis

DIVISION CHIEF OF TRAINING AND GARTEL

· Chief Sean Pamplona

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- Dr. Peter Antevy, MD, Medical Director Pediatric Division
- · Dr. Paul Pepe, MD, Medical Director of Research and Development

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- Dr. Larry Bush, Infectious Disease
- Dr. Lawrence Lottenberg, Trauma Surgeon
- Dawn Altman, RN

Editors & Contributors

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Medical Director's Page



The following Emergency Medical Services Protocols are the Official Advanced and Basic Life Support
Protocols for Palm Beach County Fire Rescue and are approved for such use by Paramedics and EMTs of
the department to care for the sick and injured. Only those Paramedics and EMTs approved by the Medical Director shall be authorized to utilize these protocols.



Kenneth A. Scheppke, MD
Chief Medical Officer



Peter M. Antevy, MD

Medical Director of

Pediatric Care



Paul E. Pepe, MD

Medical Director of

Research &

Development

Medical Director's Page

9

Lynette Schurter

From:

Isaac Hersh <isaacmhersh@gmail.com>

Sent:

Wednesday, January 13, 2021 2:13 PM

To:

Charles Coyle

Cc:

Isaac Hersh; Lynette Schurter; Wendi Mason; Kenneth.Scheppke@flhealth.gov

Subject:

Re: Protocols for Hatzolah EMS non transport volunteer program

****** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. ******

Thank you for the protocols. We can definitely adopt those and utilize the same ones. I presume this will negate the need to have them approved. Please advise as to if that is correct. Our goal is to provide ALS (non transport) services until PBCFR arrives. Since we are fortunate to already have great response times countywide, I presume most of the care provided while "bridging the gap" and waiting for the county to arrive will be BLS.

As always please feel free to reach out at any time if you have any further questions.

Best, Isaac

On Jan 13, 2021, at 8:18 AM, Charles Coyle < CCoyle@pbcgov.org> wrote:

Good morning Isaac,

Please review the attached Palm Beach Fire Rescue Protocols with your Medical Director. This is the current version we are using throughout the department.

Can you please refresh my memory, your group will only be providing BLS care before PBCFR's arrival on-scene? Is that correct?

Thank you,

Charles Coyle, Division Chief Medical Services Division Palm Beach County Fire Rescue 405 Pike Road, West Palm Beach, Florida 33411 561-373-6005 | Cell ccoyle@pbcgov.org

From: Isaac Hersh <isaacmhersh@gmail.com> Sent: Wednesday, January 13, 2021 2:17 AM To: Charles Coyle <CCoyle@pbcgov.org>

Cc: Isaac Hersh <info@hatzalahpbc.org>; Lynette Schurter <lschurter@pbcgov.org>; Wendi Mason



HATZALAH PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. As a new agency we do not currently have a EMS license.

Thank you for your understanding,

Isaac Hersh President



PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman

To whom it may concern,

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are aware that the initial COPCN will be granted on a conditional basis.

Thank you for your understanding,

Isaac Hersh President



HATZALAH PALM BEACH COUNTY

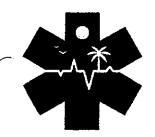
BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman Vehicle List:

2016 Ford Taurus

2012 Ford F-350

2009 Lexus GX470



HATZALAH PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman Personnel Roster:

Bruce Medjuck, EMT-P - Chief Yoshi Hagler, EMT-P, RN Eli Brisky, EMT-P Gershon Fink DO, EMT-P Jason Weg, EMT-P

BRUCE MEDJUCK

10222 Isle Wynd Court Boynton Beach, Florida 33437 (561)-877-4160 (917)-642-3484 bmmedjuck@gmail.com

Accomplished and experienced Senior Paramedic with 30 plus years of significant experience in assessing and handling emergencies of all kinds and EMS management. Capable leader, problem-solver and decision maker who thrives in high energy on-call environments. Areas of expertise include managing ambulance stations, training employees, calmly and quickly assessing medical and trauma patients, operating emergency vehicles, and proficiency in life saving equipment and procedures.

EXPERIENCE

JAN 2016 – OCT 2017: PARAMEDIC, G4S SECURITY SOLUTIONS
Patrol designated areas as assigned for security purposes and respond to medical emergencies as they arise

JAN 2014 - NOV 2014: PARAMEDIC, HUNTER AMBULANCE Delivered prehospital care to the sick and injured.

OCT 2010 - DEC 2013: DEPUTY CHIEF, EMS OPERATIONS, FDNY Project Manager of their Mobile ePCR Program.

JAN 2010 – OCT 2010: DEPUTY CHIEF, EMS DIVISION 3, FDNY Oversight of the day-to-day operations for 7 Brooklyn ambulance stations.

SEP 2008 – DEC 2010: CAPTAIN, EXECUTIVE OFFICER, FDNY BUREAU OF TRAINING Oversight and maintenance of FDNY EMS recertification program.

JAN 2007 – SEP 2008: CAPTAIN, FDNY EMS DIVISION 3
Managed and supervised an ambulance station, directed day-to-day operations of 10 ambulances and 120 employees.

DEC 2000 - DEC 2006: LIEUTANANT, FDNY EMS OPERATIONS Implemented and oversight of the ePCR System, Reviewed departmental charges for Chief of EMS, approving financial loans to further enhance employee education, oversaw payroll.

DEC 1996 - MAY 2000: PARAMEDIC, FDNY EMS STATION #58 Delivered prehospital care to the sick and injured visitors and residents of NYC.

JULY 1989 – DEC 1996: EMT, DIVISION OF TRAINING INSTRUCTOR Instructor assigned to the EMS training academy to train new employees in the operating procedures of the EMS system.

AUG 1987- JULY 1989: EMT, EMS STATION 37 Delivered prehospital care to the sick and injured visitors and residents of NYC.

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SKILLS AND CERTIFICATIONS

- New York State Instructor Coordinator
- American Heart Association Basic Life Support provider
- American Heart Association Advanced Life Support provider
- American Heart Association Pediatric Advanced Life Support provider
- New York State Ambulance Accident Prevention Instructor
- New York State Department of Health Emergency Vehicle Operator Course Instructor
- Florida State Paramedic
- State of Florida Security Officer Class D Certification
- State of Florida Security Officer Class G Certification

EDUCATION

1987: JOHN JAY COLLEGE OF CRIMINAL JUSTICE

1994: CATHOLIC MEDICAL CENTER, PARAMEDIC BASIC PROGRAM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2021

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).

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PRODUCER		CONTACT Nicole Ciofato NAME: PHONE (718) 232,3300 FAX (718) 256,9062								
Fairmont Ins. Brokers, Ltd.			(A/C, No. Ext): (A/C, No): (7 10) 250-3502							
1600 60th Street			ADDRESS Dicolem@Fairmontins.com							
						ROING COVERAGE		NAIC#		
	Brooklyn NY 11204			INSURER A: Arch Insurance Company						
INSURE	D				INSURE	RB: Sinus An	nerica Insurano	ce Co		
	Hatzalah of Palm Beach Inc				INSURE	RC:				
	10811 Cambay Circle				INSURE	RD:				
					INSURE	RE:		··········		
	Boynton Beach			FL 33437	INSURE	RF:				
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Palm B	each County Board of County Commissi-	oners	a pol	tical subdivision of the			• • • • • •			
State o	f Florida, its Officers, Employees and Age	ents"	c/o Ek	ectronic Services & Security						
Division, 2633 Vista Parkway, West Palm Beach, Ft., 33411 is listed as additional insured on a primary and non-contributory basis if required by writter contract.										
30 Days' Notice of Cancelation will be provided, with 10-day NOC for non-payment of Premium										
055				 -			····			
CERTI	FICATE HOLDER				CANC	ELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN										
Palm Beach County ACCORDANCE WITH THE POLICY PROVISIONS.										
	301 N. Olive Ave.									
				İ	AUTHOR	RIZED REPRESEN				
	West Palm Beach			FL 33410			11	be eforthowty		
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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AGREEMENT

This agreement made this day of October 2020 by and between **Gregg Nezowitz M.D.**, 11564 Mantova Bay Cir, Boynton Beach, FL 33473, hereinafter called the "Contractor" and Hatzalah Of Palm Beach County.

ARTICLE 1 BASIC AGREEMENTS

- 1.1. SCOPE OF SERVICES. The Contractor will serve as the Hatzalah Of Palm Beach County EMS Medical Director throughout the term of this Agreement. As the Hatzalah Of Palm Beach County, EMS Medical Director, Contractor will:
 - A. Provide off-line medical direction services to include specification, review, and approval of the service protocols, quality improvement reviews, personnel evaluations for clinical fitness for duty/coverage by medical malpractice, advice to Hatzalah Of Palm Beach County, EMS regarding EMS and medical direction, and other mutually agreed upon duties.
 - B. Review reports and run sheets for incidents.
 - C. Assist the EMS Director in setting up and evaluating a continuous quality improvement program in accordance with the state and federal regulations.
 - D. Participate in educational programs for Hatzalah Of Palm Beach County, EMS.
 - E. Advise the EMS Director and the Palm Beach County on issues relating to the provision of quality emergency medical care by the agency's personnel.
 - F. Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency's personnel.
 - G. Provide other medical advisory services related to the first responder program and other programs of the agency as necessary.
 - H. Assist in the coordination of research projects and their implementation to include the obtaining of grants.
- 1.2. TERM. This Agreement shall commence on January 1, 2018 and expires on December 31, 2022.
- **1.3. COMPENSATION.** For the satisfactory performance of the duties enumerated above, Hatzalah Of Palm Beach County, EMS shall pay Contractor the sum of \$1 per year;
- **1.4. EFFECT OF CONTRACTOR'S DEATH.** This Agreement shall terminate immediately upon the death of the Contractor, and upon the happening of that event, the agency shall not be liable for any payments under this Agreement occurring thereafter.

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ARTICLE 2 HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless Hatzalah Of Palm Beach County, EMS, its agents and employees, and Palm Beach County, FL from any and all liability and expenses to Contractor or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of Hatzalah Of Palm Beach County, EMS, its agents or employees.

The Contractor shall defend, indemnify and hold Hatzalah Of Palm Beach County, EMS, its agents and employees, and Palm Beach County, FL harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against same alleging liability referenced above, except where the proximate cause of such injury, damage or loss was the sole negligence of Hatzalah Of Palm Beach County, EMS, its agents or employees, and Palm Beach County, FL.

ARTICLE 4 TERMINATION

Either party may cancel this Agreement, with or without cause, with a Ninety (90) day written notice to the other party. The parties are not obligated to perform or pay for any services pursuant to this Agreement after receipt of the notification of cancellation. The parties agree that this agreement is terminable at will. The parties agree that they shall not be entitled to any damages, claims, causes of action, judgment or demands in the event either party terminates this contract pursuant to this Article.

ARTICLE 5 NONDISCRIMATION

The Contractor:

- **5.1.** Will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability.
- **5.2.** Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, natural origin, sex or disability.
- **5.3.** Will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability.
- 5.4. Will include these provisions in every subcontract or sublease let by or for him.

ARTICLE 6 ETHICAL STANDARDS

- **6.1.** Contractor shall not participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to Contractor's knowledge there is a financial interest possessed by:
 - A. The contractor or the contractor's immediate family.
 - B. A business other than a public agency in which the contractor or a member of the contractor's immediate family serves as an officer, director, trustee, partner or employee.

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- C. Any other person or business with whom the director or a member of contractor's immediate family is negotiating or has an arrangement concerning prospective employment.
- **6.2. GRATUITIES.** Contractor shall not solicit, demand, accept or agree to accept from another person or entity, anything of a pecuniary value for or because of:
 - A. An official action taken, or to be taken, or which could be taken by Contractor and/or such person or entity.
 - B. A legal duty performed, or to be performed, or which could be performed by Contractor and/or such person or entity.
 - C. A legal duty violated, or to be violated, or which could be violated by Contractor and/or such person or entity.
- 6.3. Anything of nominal value shall be presumed not to constitute a gratuity under this section.
- **6.4. KICKBACKS.** Contractor shall at no time receive any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

ARTICLE 7 RENEWAL OF AGREEMENT

This agreement shall automatically renew for additional term of one (1) year each unless not less than ninety (90) days from the date of termination of this agreement either party gives notice in writing to the other that such party will not renew this agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- **8.1. INDEPENDENT CONTRACTOR.** The Contractor will render all services as an independent contractor; it will not be considered an employee of Hatzalah Of Palm Beach County, EMS, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of Hatzalah Of Palm Beach County, EMS.
- **8.2. ASSIGNMENT.** The Contractor will not assign or transfer any interest in this agreement without obtaining the prior written approval of Hatzalah Of Palm Beach County, EMS.
- **8.3. SUBCONTRACTS TO THE AGREEMENT.** The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of Hatzalah Of Palm Beach County, EMS.
- **8.4. WRITTEN AMENDMENTS.** This **A**greement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.
- **8.5. REQUIRED APPROVALS.** Neither the Contractor nor Hatzalah Of Palm Beach County, EMS is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- **8.6. ARTICLE CAPTIONS.** The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- **8.7. SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement, at any time.



- **3.8. FEDERAL, STATE AND LOCAL REQUIREMENTS.** The Contractor is responsible for full compliance with all applicable federal, state and local laws, rules and regulations.
- **8.9. GOVERNING LAW.** This Agreement will be governed and construed in accordance with the laws of the State of Florida, and proper venue for litigation concerning this agreement shall be in Palm Beach County, Florida.
- **8.10. NOTICES.** All notices of either party to terminate this agreement shall be given in writing and sent by certified mail, addressed to the other party as herein provided. Notice to Hatzalah Of Palm Beach County, EMS shall be given at the following address: 10811 Cambay circle Drive, Boynton Beach, FL 33437; notice to the Contractor shall be given at 11564 Mantova Bay Cir., Boynton Beach, FL 33473.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this agreement on its behalf, the date and year first above written in duplicate originals.

Hatzalah Of Palm Beach County, EMS	GREGG NEZOWITZ M.D.
Isaac Hersh, President Date: 10/28/20	Gregg Nezowtiz Date: / 0/28/26
Marche Colodor Printed Name of Witness	Nechama Myer Printed Name of Witness
Signature of Witness	Any and Signature of Witness

DEA REGISTRATION	THIS REGISTRATION EXPIRES	FEE PAID		
BN7094953	10-31-2021	\$731		
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE		
2,2N,3 3N,4,5	PRACTITIONER	09-03-2018		
NEZOWITZ, GREGG DAVID MD 1975 SANSBURYS WAY STE 102 WEST PALM BEACH, FL 33411 1928				

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 DRUG ENFORCEMENT ADMINISTRATION WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	reë Paid
BN7094953	10-31-2021	\$7 31
BUHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	09-03-2018

NEZOWITZ, GREGG DAVID MD 1975 SANSBURYS WAY STE 102 WEST PALM BEACH, FL 33411 1928

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.

Form DEA-223 (9/2016)

STATE OF FLORIDA DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
01/03/2020	ME-75671	692428

THE MEDICAL DOCTOR

QUALIFICATION(S):
Dispensing Prestitioner

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

Expiration Date: JANUARY 31, 2022 GREGG DAVID NEZOWITZ 7593 BOYNTON BEACH BLYD SUITE 190 BOYNTON BEACH, FL - 33437

> Ron DeSantis GOVERNOR

53+ A.6Llus

Scott A. Rivkees, MD State Surgeon General

DISPLAY IF REQUIRED BY LAW

CUASPICATION(S):

STATE OF FLORIDA

STATE OF FLORIDA

DENTRUENTO FREM.TH

DENTRUENTO OF MEDICAL CUANITY ASSURANCE

DATE

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LUCENSER SIGNATURE

LUCENSER SIGNATURE

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Attestation Statement:

I, Gregg David Nezowitz, MD have read, approved and adopted the minimum standard, pre-hospital treatment protocols for Hatzalah of Palm Beach County, Inc.

Gregg Nezowitz, MD Medical Director

Date

18/28/20



HATZALAH PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are not a transport agency, this section is not applicable for this application.

Thank you for your understanding,

Isaac Hersh President



August 6, 2021

To the Board of Directors Hatzalah of Palm Beach, Inc. Boynton Beach, Florida

I have audited the financial statements of Hatzalah of Palm Beach, Inc. (the "Organization") for the period from May 6, 2020 ("Inception") to December 31, 2020 and have issued my report thereon dated August 6, 2021. Professional standards require that I provide you with information about my responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of my audit. I have communicated such information in my letter to you dated July 29, 2021. Professional standards also require that I communicate to you the following information related to my audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 2 to the financial statements. During the period ended December 31, 2020, the following accounting pronouncement was adopted:

On May 6, 2020, the Organization adopted Financial Accounting Standards Board ("FASB") Accounting
Standards Update ("ASU") No. 2018-08, Clarifying the Scope and Accounting Guidance for Contributions
Received and Contributions Made. The ASU is intended to assist entities in evaluating whether
transactions should be accounted for as contributions or an exchange transaction, as well as determining
whether a contribution is conditional. There was no impact to revenue or expenses associated with
adopting ASU 2018-08.

I noted no transactions entered into by the Organization during the period for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the allowance for doubtful pledges. Management reviews pledges
receivable on a periodic basis and makes allowances where there is doubt about the collectability of
individual accounts. In evaluating the collectability of individual receivable balances, the Organization
considers many factors, including the age of the balance and the donor's payment history.

Hatzalah of Palm Beach, Inc. Communication with Those Charged with Governance Page 2 of 3

- Management's estimate of the functional allocation of expenses is based on the costs of supporting
 the various programs and other activities for the Organization and has been summarized on a
 functional basis. Accordingly, certain indirect costs have been allocated among the programs and
 supporting services.
- Management's estimate of the depreciation expense is based on the estimated life of the assets.

I evaluated the key factors and assumptions used to develop these estimates and determined that they're reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

I encountered no significant difficulties in dealing with management in performing and completing my audit.

Corrected and Uncorrected Misstatements

Professional standards require me to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. I'm pleased to report that no such disagreements arose during the course of my audit.

Management Representations

I have requested certain representations from management that are included in the management representation letter dated August 6, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, professional standards require the consulting accountant to check with me to determine that the consultant has all the relevant facts. To my knowledge, there was no such consultations with other accountants.

Hatzalah of Palm Beach, Inc. Communication with Those Charged with Governance Page 3 of 3

Other Matters

This information is intended solely for the use of the board of directors and is not intended to be, and should not be, used by anyone other than this specified party.

Very truly yours,

Ricciardella CPA, PLLC:

Justin Ricciardella Justin Ricciardella, CPA President



Independent Auditor's Report

To the Board of Directors Hatzalah of Palm Beach, Inc. Boynton Beach, Florida

I have audited the accompanying financial statements of Hatzalah of Palm Beach, Inc. (the "Organization"), which comprise of the statement of financial position as of December 31, 2020, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the period from May 6, 2020 ("Inception") to December 31, 2020, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I have conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Ricciardella CPA, PLLC | 561.388.6959 | jricciardella@rcpapllc.com 851 Madison Court | Palm Beach Gardens | Florida 33410 Continued from previous page

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hatzalah of Palm Beach, Inc. as of December 31, 2020 and the results of its net assets and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Justin Ricciardella, CPA

Ricciardella CPA, PLLC Palm Beach Gardens, Florida August 6, 2021



Department of Public Safety Division of Emergency Management

20 South Military Trail
West Palm Beach, Fl. 33415
(561) 712-6400
FAX: (561) 712-6464
www.pbcgov.com

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

Audited financial statements were provided with this application but have been redacted as trade secrets pursuant to Section 812.081, Florida Statute.

A copy of the audited financial statements will be maintained in the Palm Beach County Division of Emergency Management's records located in the office of the EMS Specialist.

Lynette Schurter, EMS Specialist

561-712-6696

1776 East Jericho Turnpike, Suite 1 Huntington, New York 11743-5713 (631) 499-6666 • (631) 499-4440 Fax: (631) 499-6880

Pax: (631) 499-6880 Info@fwlkcpas.com

October 29, 2020

RE: Hatzalah Of Palm Beach Inc.

To Whom It May Concern,

We are the CPA's for Hatzalah Of Palm Beach Inc, a newly formed corporation in the state of a Florida. Hatzalah of Palm Beach Inc. is currently in the process of applying for 501c3 status as it is a volunteer organization that will work to help the needs of the communities it serves.

To date, the organization has received donations in excess of \$50,000 and has pledges for donations post license approval for over \$250,000. We believe that the organization will have no issues with funding and will be able to become and stay accredited through its lifetime.

Should you have any questions or concerns, please feel free to reach out to us at any time.

Thank you

Jeffrey B. Feldman, CPA PC

FELDMAN, WEISBERG, LESK & KAMPFER LLP



HATZALAH OF PALM BEACH INC 10811 CAMBAY CIRCLE BOYNTON BEACH, FL 33437 Date: 05/17/2021 Employer ID number: 38-4152893 Person to contact: Name: Chris Brown ID number: 31503 Telephone: 877-829-5500 Accounting period ending: December 31 Public charity status: 170(b)(1)(A)(vi) Form 990 / 990-EZ/ 990-N required: Yes Effective date of exemption: May 6, 2020 Contribution deductibility: Yes Addendum applies: Νø DÙN: 26053752001640

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

stephen a martin

Stephen A. Martin Director, Exempt Organizations Rulings and Agreements

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BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. As a non-profit community supported organization, all of our services are provided at no cost to the community.

Thank you for your understanding,



PALM BEACH COUNTY

BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman

To whom it may concern,

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020.

We are aware that the initial COPCN will be granted on a conditional basis.

Thank you for your understanding,



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. As a newly formed organization we do not currently have vehicle or staff inspection reports.

Thank you for your understanding,

Isaac Hersh

President



Hatzalah of Palm Beach County: EMS Q

Quality Improvement Program

Medical Director: Gregg Nezowitz M.D.

To ensure quality standards are being met we have several supervisory members:

Gregg Nezowitz MD, ABEM certified, **Medical Director** Hatzalah Palm Beach County

Bruce Medjuck, **EMS Chief** Isaac Hersh, **President**

- Continuous quality improvement (CQI) will be measured directly by reviewing all calls by Hatzalah of Palm Beach County, both by the medical director and the EMS Chief.
- All calls will be reviewed weekly and direct discussions of any deviation from protocol will be taken directly from the treating paramedic, documented, and corrective action plan will be presented.
- Certain patient cases may be peer reviewed at the discretion of the medical director and/or the EMS Chief.
- In some cases the paramedic will fill out a Focused Professional Practice Evaluation- Self Evaluation Form (FPPE-SE) provided: This in support of quality improvement and the enhancement of patient safety. This document is Peer Review Protected and confidential.
- Quarterly meetings either by meeting at HQ or through a WebEx call will be completed. PBCFR will be invited to all meetings for the first 6 months and welcome by request for on-going meetings.
- Cumulative data will be compiled bi-annually due to the low number of calls but will be updated as necessary.

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The followings audits will be performed:

Trip Record Audit

History: Chief complaint, Hx present illness, Past Hx, Meds, Allergies

Physical Exam: Vital signs, focused physical exam, repeat vitals after change in status or drug administration or after 15 min of care or by the transporting EMS

unit if arrives prior to 15 min

Treatment: Medications, procedures, timeliness of actions, success, following Hatzalah protocols (including ALS/BLS/standing orders) and documentation of results of treatment

Times: Dispatch to arrival, Arrival to treatment, Treatment to transfer of care to transporting EMS unit.

Refusals/Non transports: Documentation of competence, risks and benefits, release instructions, refusal of transport by transporting EMS unit.

Trip sheet Overview: Organization, content, readability

Chest Pain Audit Abdominal Pain Audit Fall Audit

Additional audits may be added as neccesary.



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are currently in the process of obtaining a memorandum of understanding for radio communication with PBC Facilities Development and Operations Dept.

Thank you for your understanding,



BOARD OF DIRECTORS

Isaac Hersh Dr. Yitzchok Kolodny Bruce Medjuck Alex Feldman October 28, 2020

Hatzalah of Palm Beach County, a volunteer first response agency established in May of 2020. We are awaiting a letter from the COPCN CEO that we have met all applicable federal, state and local requirements pertaining to the delivery of EMS.

Thank you for your understanding,



Palm Beach County Emergency Medical Services COPCN Application



The Club at Indian Lakes

Agency Name	Hatzalah Of Palm Beach, Inc.		
		Received By	Lynette Schurter
···	General Fund	1 0001-660-7110-429	95
Payment			
Received	Date		8/6/2021
	Check Number		1009
	Amount		\$500.00

PAID

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HATZALAH OF PALM BEACH INC.	0/-6/10/169-8413/2870
PAY Palm Beach County Board of	County Comissioners 500.00
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CHASE D JPMorgan Chase Bank, N.A.	Λ
FOR The Club COPCN APP. 1. oat ON	· ful
#001009# (1267084131);	637595932#

Certificate of Public Convenience and Necessity Palm Beach County Emergency Medical Services

WHEREAS, there is a need for <u>Hatzalah of Palm Beach</u>, <u>Inc.</u> to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and

WHEREAS, said agency has applied to provide these services; and

WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County Code, Chapter 13, Article II, EMS Ordinance as amended, the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity with conditions to said emergency medical service provider, valid from issuance on October 19, 2021 and until the earlier of termination by the Board of County Commissioners or termination of the contractual agreement with Wyndsong Isle Homeowners Association.

In issuing this Certificate, it is understood that the agency named hereon will meet the requirements of all pertinent county and state legislation and will provide emergency medical services on a twenty-four hour basis in the area(s) designated, providing the level of service endorsed as follows:



Area(s): Wyndsong Isle Estates

Service Endorsed: Special Secondary Service Provider - ALS Non - Transport



Stiphanie Somohe
Director, Public Safety Department

Mayor, Board of County Commissioners

Certificate of Public Convenience and Necessity Palm Beach County Emergency Medical Services

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In issuing this Certificate, it is understood that the agency named hereon will meet the requirements of all pertinent county and state legislation and will provide emergency medical services on a twenty-four hour basis in the area(s) designated, providing the level of service endorsed as follows:



Area(s): The Club at Indian Lakes

Service Endorsed: Special Secondary Service Provider - ALS Non - Transport



Stephanie Schoole Director, Public Safety Department



Mayor, Board of County Commissioners

Certificate of Public Convenience and Necessity Palm Beach County Emergency Medical Services

WHEREAS, there is a need for <u>Hatzalah of Palm Beach</u>, <u>Inc.</u> to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and

WHEREAS, said agency has applied to provide these services; and

WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County Code, Chapter 13, Article II, EMS Ordinance as amended, the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity with conditions to said emergency medical service provider, valid from issuance on October 19, 2021 and until the earlier of termination by the Board of County Commissioners or termination of the contractual agreement with Wyndsong Estates Homeowners Association.

In issuing this Certificate, it is understood that the agency named hereon will meet the requirements of all pertinent county and state legislation and will provide emergency medical services on a twenty-four hour basis in the area(s) designated, providing the level of service endorsed as follows:



Area(s): Wyndsong Estates

Service Endorsed: Special Secondary Service Provider - ALS Non - Transport



Stephanie Schoke Director, Public Safety Department



Mayor, Board of County Commissioners

PROOF OF PUBLICATION

(Will be submitted once received)