

Application for New Service, Expansion of Primary Operating Territory or Transfer of Ownership

Application for (check one)

- ☐ New service (Sections A,B,C,D,F)
☐ Expansion of Primary Operating Territory for existing service (Sections A,B,C,D,F)
☒ Transfer of existing service operating authority (Sections A,D,E,F)

Type of Service (check one)

- ☒ Ambulance
☐ ALS First Responder

Section A Organizational Structure

For a corporation, attach a copy of certificate of incorporation, any DBAs and a listing of all owners' stockholders, principals, investors and/or parent corporations or sub-corporations. For LLC attach a copy of NYS DOS Application For Authority.

Name of Service	DOH Agency Code	Federal Employer Identification Number		
Emergency Ambulance Service, Inc.	0841	46-3369800		
Address	City	State	Zip	County
1600 Locust Avenue	Bohemia	NY	11716	Suffolk
Contact Person	Title			
Randy Wolmart	Chief Operating Officer			
Business Phone	Home Phone	Cell Phone	E-mail	
(631) 244- 0280	([REDACTED])	[REDACTED]	RWolmart@easny.com	

Current Organizational Sponsor Type

- ☒ Proprietary ☐ Hospital Based ☐ Volunteer Independent ☐ Industrial
☐ Volunteer Fire Department ☐ Municipal/Government ☐ Other

Type of Ownership

- ☐ Individual ☐ Partnership ☐ Government ☒ Corporation ☐ LLC

Name of Individual Owner, Partners, Corporation or Government Entity (attach a listing of any/all owners of 10% or more stock)

See "Attachment 2"

Section B Primary Operating Territory

Specify geographic area requested using municipal, political or other identifiable Boundaries. Attach a detailed map of the primary service area. Statements such as "surrounding, adjacent, vicinity, proximity, contiguous, adjoining, or portions of, etc." are not acceptable when defining a primary operating territory.

Proposed new or expanded primary operating territory

Emergency Ambulance Service, Inc., provides ambulance response and inter facility non-emergency ambulance transport across Nassau County, Suffolk County, and across the bureau of Queens, New York.

Attachment 3: Primary operating territory map

For expansion list existing primary operating territory

n/a

Section C Financial Responsibility

Applicant is required to attach detailed fiscal and budgetary information as specified in the current DOH Policy Statement. An initial start-up or continuation budget and sufficient financial information as well as the source of such must be provided to insure the fiscal responsibility and stability of the ownership for the territory served.

Insurance Carrier

n/a

Agent

Business Phone

()

Types and Limits of Coverage

☐ General Liability

☐ Other

Section D Description of Proposed Services

For a corporation attach a certificate of incorporation, any DBAs and a listing of all owners, stockholders or principals.

Level of Service (check only one)

☐ EMT☐ AEMT☐ Critical Care☒ Paramedic

Agency Medical Director

Address

City

State

Phone Number

Dr. Joseph Zito

(516) 317 - 4315

Agency Providing Medical Control

Phone Number

Catholic Health Services of Long Island, Inc.

(516) 317 - 4315

System Medical Director

Address

City

State

Phone Number

Dr. Jason Golbin

992 North Village Avenue

Rockville Centre

NY

(516) 705 - 3806

Size of Population to be Served

Days of operation

Hours of operation

29,045

7 days a week

24 hours / day

Projected Call Volume

Total 34,800

Emergency 7,300

Non-Emergency 27,500

Source of Statistics for Call volume

☐ PCR☒ Dispatch Center☒ Agency Call Record☐ Other

Total no. of ambulances

Total no. of emergency ambulance service vehicles (EASV'S)

Total no. of ALS First Response vehicles

29

2

2

Section E Proposed Organizational Structure

For a corporation attach a copy of certificate of incorporation for any DBAs listing of all owners' stockholders, principals, investors and/or parent corporations or sub-corporations. For LLC attach a copy of NYS DOS Application For Authority.

Proposed Name of Service

Federal Employer Identification Number

CHS Ambulance Service, Inc.

11-3403968

Address

City

State

Zip

County

992 North Village Avenue

Rockville Centre

NY

11570

Contact Person

Title

Kevin Ferrarotti

Vice President, Emergency Medical Services

Business Phone

Cell Phone

E-mail

(631) 465 - 4163

Kevin.Ferrarotti@chsli.org

Proposed Organizational Sponsor Type

☒ Proprietary☐ Hospital Based☐ Volunteer Independent☐ Industrial☐ Volunteer Fire Department☐ Municipal/Government☐ Other

Proposed Type of Ownership

☐ Individual☐ Partnership☐ Government☒ Corporation☐ LLC

Name of Proposed Individual Owner, Partners, Corporation or Government Entity (attach any/all owners of 10% or more stock)

See Attachment 4

Section F Certification of Accuracy and Ownership Competency

As owner/CEO/operator of the ambulance service described herein I attest to the accuracy of the information contained in this application and its attachments and to having received and read Public Health Law Article 30 and State EMS Code Part 800. I also state that neither the corporation nor any of the owners, principals or stockholders in the corporation, or LLC members, have been convicted of Medicare or Medicaid fraud. I understand that under Section 3012(a) of the PHL Article 30 that the ambulance service or ALS FR service certificate for this agency may be revoked, suspended limited or annulled if this application includes willful misrepresentation.

Attachments Required

- Detailed narrative to support need or statement of purpose and intent for transfer
- Affirmation of Fitness and Competence (DOH-3778)
- DOS Certificate of Incorporation or Authority, DBA's, owners, partners, shareholders or members listing
- Financial information including funding budget and insurance
- Primary operating territory map

Name of Owner or CEO

Title

Patrick O'Shaughnessy, DO

President & Chief Executive Officer, Catholic Health

Signature

Date



10.23.2025

Notary Public affirmation and acknowledgement

BARBARA MORAN

NOTARY PUBLIC-STATE OF NEW YORK

No. 01MO6337145

Qualified in Nassau County

My Commission Expires 02-16-2028

FOR REGIONAL EMS COUNCIL USE ONLY

Date Application Received

Date of Council Decision

☐ Approved☐ Denied☐ Rejected - Incomplete

Council Chair Signature

Attachment 1: Narrative to Support Transfer of Ownership

The proposed transfer of ownership of Emergency Ambulance Service, Inc. (“EAS”), to CHS Ambulance Services, Inc. (“CHSAS”), a not-for-profit corporation of which Catholic Health System of Long Island, Inc. (“Catholic Health”) is the sole member, represents a strategic alignment of emergency medical services with the broader healthcare continuum. This transition is designed to enhance patient outcomes, improve operational efficiency, and ensure long-term sustainability of ambulance services for the community.

Over the past several years, the demand for coordinated prehospital and inter facility transport has grown significantly. Patients increasingly require seamless transitions from the field to definitive care, especially for time-sensitive conditions such as stroke, cardiac arrest, and trauma. Historically, Catholic Health has utilized private commercial ambulance companies to provide inter facility patient transport by ambulance. However, this model has created financial burden, operational challenges, and related incidents that could have a negative impact on the quality of patient care. As a longstanding healthcare system on Long Island, Catholic Health is well positioned to assume control of EAS’s assets and personnel and utilize Catholic Health’s knowledge and resources to improve operational efficiency and enhance patient care. Led by a dual administrative and clinical operations leadership structure with decades of pre-hospital care and experience, including the management and oversight of private, hospital-based, and volunteer ambulance agencies, CHSAS will enable an enhanced level of pre-hospital care that will benefit the greater Long Island community.

Features and Proposed Service Enhancements

Enhanced Clinical Oversight and Quality Assurance

Direct hospital engagement and coordination will ensure that all EMS personnel operate under a unified set of evidence-based protocols, benefit from consistent medical direction, and have access to ongoing clinical training aligned with hospital standards. Integrated with Catholic Health, CHSAS will have defined clinical key performance indicators (KPIs) that are reviewed monthly by a council of emergency physicians.

Streamlined Communication and Coordination

The transfer will strengthen interoperability between field providers, hospital emergency departments, specialty units, and regional health networks, reducing delays in patient handoff and improving continuity of care. This communication will be coordinated within Catholic Health’s Center for Care Coordination, a multi-disciplinary center that manages patient flow into, and throughout the Catholic Health system.

Improved Resource Allocation and Financial Sustainability

Hospital integration provides economies of scale, shared administrative services, and access to capital for equipment upgrades, vehicle replacement, and technology enhancements such as real-time patient data sharing. Using Catholic Health’s purchasing power, projected expense savings will create a sustainable financial model that in turn will enable CHSAS to invest in an annual



replacement cycle of vehicles, and increasing the pre-hospital clinical capabilities with the latest in medical technology for cardiac monitoring, ventilator support and items such as IV pumps, and pre-hospital point of care ultrasound.

Expanded Community Services

Catholic Health is a multi-disciplinary health system that expands beyond the system's six (6) hospitals. This includes a comprehensive network of community – centered healthcare facilities and personnel. The proposed ambulance service will be able to expand these services, including community paramedicine initiatives, public health outreach, and disaster preparedness capabilities, which will be foundationally centered on our hospital resources and municipal relationships. This not only will benefit our local municipal ambulance and fire departments, but the greater region as a whole.

Preservation and Growth of Workforce

The need for continued recruitment of healthcare professionals across Long Island is critical for sustainability. CHSAS plans to work with local county REMSCO officials and leverage local and state partnerships to offer enhanced recruitment opportunities for EMT training, reduced tuition costs for paramedics, and continued employment opportunities for healthcare providers on Long Island. Current employees of EAS will be given the opportunity to transition into CHSAS, ensuring continuity of experience, local expertise, and trusted community relationships.

This transfer is not merely a change in ownership—it is a deliberate move to align emergency medical response with the hospital's mission of providing safe, high-quality, and accessible healthcare. By bringing ambulance operations into the hospital system, the community will benefit from a stronger, more integrated emergency care network that is better equipped to meet present needs and future challenges.



Attachment 2: DOS Certificate of Incorporation or Authority, DBA's, owners, partners, shareholders or members listing

Emergency Ambulance Service, Inc.

Roy Moussaieff, Member

Stockholders:

Ben Yosef Family Holdings, LLC
EMR Family Holdings, LLC
EMR II FM, LLC
Mordechai Klein
Rivka Klein
Ephraim Lahasky
Moussaieff Family Holdings, LLC

Agency Code Number: 0841

Issued: 2/6/2024

Expires: 2/28/2026

NEW YORK STATE DEPARTMENT OF HEALTH
Ambulance Service Certificate



Emergency Ambulance Service, Inc
DBA: Emergency Ambulance Service



*is hereby certified as a New York State ambulance service in
accordance with the provisions of Article 30 of the
Public Health Law*

PRIMARY TERRITORY:

Nassau, Suffolk and Queens County, east of the Van Wyck Expressway

Emergency Medical Services Program

Commissioner of Health

This certificate may be revoked, suspended, limited or annulled for violation of the Public Health Law

THIS CERTIFICATE IS NOT TRANSFERABLE
Keep conspicuously posted

BLACKSTONE 06

630506000 688

CERTIFICATE OF INCORPORATION
OF

EMERGENCY AMBULANCE SERVICE INC.

FILED
MAY 6 PM 2:26

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAY 8 1988

TAXS

BY:

PILER...

Christopher Zeh, Esq.

600 Old Country Road, Ste. 530

Garden City, NY 11530

Feb 12

CUSTOMER REFERENCE NUMBER

031154

DRAWDOWN 3

MAY 8 1988

RECEIVED

BLACKSTONE 03

F030506000688

CERTIFICATE OF INCORPORATION

OF

EMERGENCY AMBULANCE SERVICE INC.

Under Section 402 of the Business Corporation Law

The undersigned, a natural person of the age of eighteen years or over, desiring to form a corporation pursuant to the provisions of the Business Corporation Law of the State of New York,

hereby certifies as follows:

FIRST: The name of the corporation is:

EMERGENCY AMBULANCE SERVICE INC.

SECOND: The purpose for which it is formed is as follows:

to engage in any lawful act or activity for which corporations may be formed under the Business Corporation Law provided that the corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board, agency or other body, without such approval or consent first being obtained

For the accomplishment of the aforesaid purposes, and in furtherance thereof, the corporation shall have and may exercise all of the powers conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 2 of said law or in accordance with the provisions of any other statute of the State of New York.

THIRD: The office of the corporation in the State of New York is to be located in the County of Suffolk.

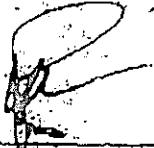
FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is 200, no par value.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: c/o, Christopher Zeh, Esq., 600 Old Country Road, Ste. 530, Garden City, NY 11530.

SIXTH: A director of the corporation shall not be personally liable to the corporation or its shareholders for damages for any breach of duty in such capacity except for liability if a judgment or other final adjudication adverse to a director establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that the director personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or that the director's acts violated Section 719 of the Business Corporation Law; or liability for any act or omission prior to the adoption of this provision.

IN WITNESS WHEREOF, I hereunto sign my name and affirm that the statements made herein are true under the penalties of perjury.

Dated: May 6, 2003.



Scott J. Schuster, Incorporator
283 Washington Avenue
Albany, New York 12206

State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

March 21, 2007



A handwritten signature in dark ink, appearing to read "D. J. A. 20", is written over the printed title.

Special Deputy Secretary of State

Attachment 3: Primary operating territory map

Continuous service area within Nassau County, Suffolk County and the New York City bureau of Queens



Photo source: <http://www.ontheworldmap.com/usa/state/new-york/long-island>
355261\4926-3482-8904.v1

Section E, Attachment 4: Proposed Organizational Structure

- *Attached NY DOH-3778 forms enclosed with supporting CV/Resume for each*

CHS Ambulance Services, Inc.

Operational Oversight

- Kevin Ferrarotti, Vice President EMS & Pre-hospital Logistics

Sole Member

- Catholic Health System of Long Island, Inc.

Board of Directors

- Patrick O'Shaughnessy, DO, MBA, *ex-officio*
- Jason Golbin, DO
- Garrett Havican, Chair
- Joseph Lamantia
- Patrick Minicus
- James P. O'Brien, Jr., Esq.
- Anthony Pellicano



Section D: List of Officers and Directors – Catholic Health System of Long Island, Inc.

Officers

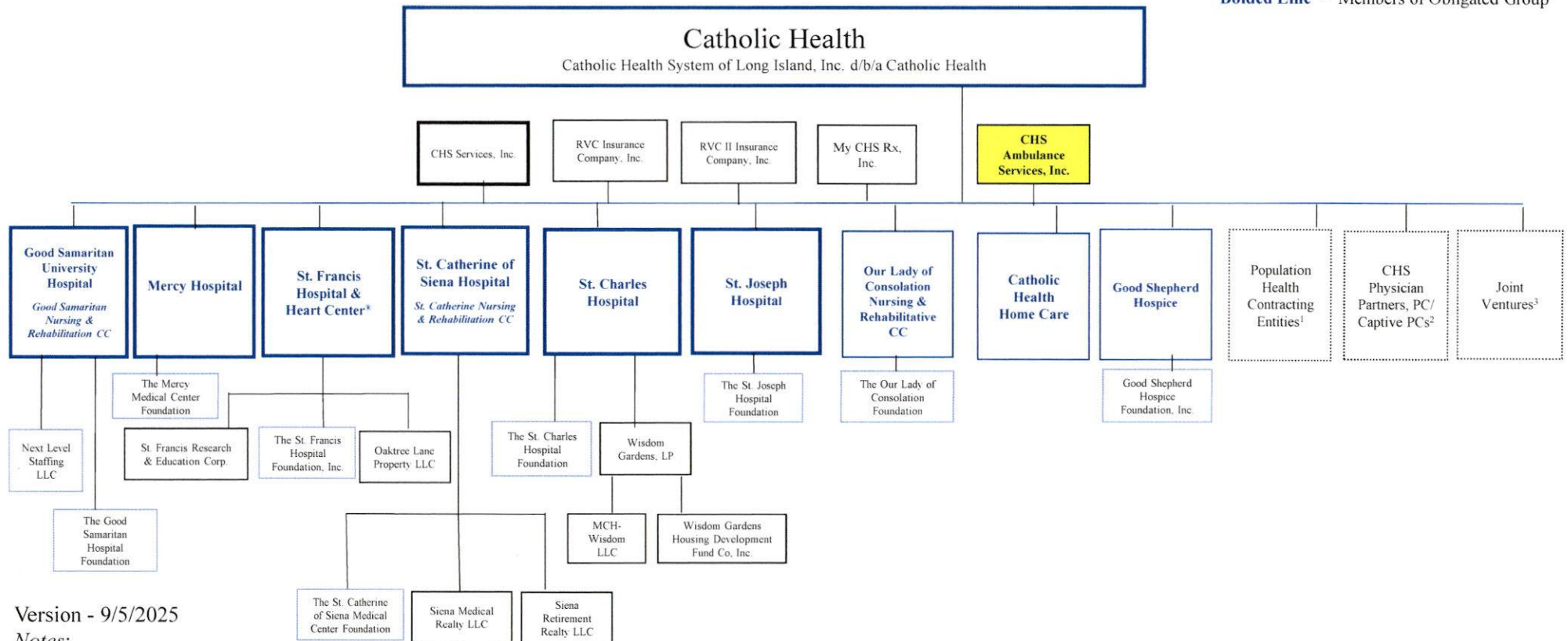
Salvatore Sodano, Chairperson
Thomas Christman, Vice Chair
Regina Piscazzi, Secretary
Joseph F. Kuehn, Treasurer
Patrick O'Shaughnessy, DO, President & CEO

Board Members

Jerry Balentine, DO
Peter Dagher
Geoffrey de Lesseps
Debra DelVecchio
Maria J. DeMatos
Rev. Lee Descoteaux
Hon. Vito DeStefano
Rev. Jason Grisafi
Joseph Mattone, Jr., Esq.
Rev. John McCartney
Susan O'Hara, RN
Anthony S. Passaretti
Peter Quick
John Romanelli, MD
Ronald Shindel
Andrew Zucaro



KEY: **Bolded Name** = Operating Entity
Bolded Line = Members of Obligated Group



Version - 9/5/2025

Notes:

¹ Catholic Health controls several entities (IPA, ACO, etc.) that function as contracting entities for various population health initiatives (e.g., BIPO Holdings, LLC, parent entity of CHS Physician Partners PO, LLC, which controls CHS Physician Partners IPA, LLC; CHS Physician Partners ACO, LLC and CHS Physician Partners ACO II, LLC).

² CHS Physician Partners, PC is a professional corporation for the Catholic Health medical group. Catholic Health entities also control Southwest Suffolk Medical, PC, Samaritan Medical Services PC, Mercy Internal Medicine, PC, Samaritan Emergency Medical Services, PC, Samaritan Pediatric Services, PC, St. Francis Cardiac Prevention Services, PC, Long Island Emergency Medical Care, PC, Cardiac EKG Interpretation, PC, and Advanced Rehabilitation Medicine, PLLC d/b/a Urgent Care of Long Island.

³ Catholic Health entities have joint venture interests in SF Nassau LLC, Hauppauge SC, LLC d/b/a CASJS, Precision SC, LLC, Island Digestive Health Center LLC, Catholic Health UC, LLC, Urgent Care of New York, PLLC and New York Vascular Intervention, PLLC.

State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

September 04, 2003



Secretary of State

6980212000649

N. I. S. - 27

CERTIFICATE OF INCORPORATION

OF

LONG ISLAND CATHOLIC AMBULANCE SERVICE, INC.

Under Section 402 of the Not-For-Profit Corporation Law

The undersigned, for the purpose of forming a corporation under Section 402 of the Not-For-Profit Corporation Law, hereby certifies:

1. The name of the Corporation is Long Island Catholic Ambulance Service, Inc.
2. The Corporation has not been formed for pecuniary profit or financial gain, and no part of the assets, income or profit of the corporation is distributable to, or inures to the benefit of, its directors or officers, except to the extent permitted under the Not-For-Profit Corporation Law.
3. The Corporation is formed for the purposes of operating an ambulance service which shall be operated in conformity with the ethical and moral teachings of the Roman Catholic Church. Nothing contained hereon shall be construed to authorize the Corporation to engage in any purpose or activity described in Section 404 of the Not-For-Profit Corporation Law to the extent that such activity is prohibited by said section.
4. The Corporation shall be a Type B corporation under Section 201 of the Not-For-Profit Corporation Law.
5. The principal office of the Corporation is to be located in Rockville Centre, New York, County of Nassau.
6. The member of this Corporation shall be Catholic Health System on Long Island, Inc., and such others as may later be elected to membership in accordance with the By-laws of this Corporation.
7. The following powers and responsibilities are expressly reserved to the Member of the Corporation:
 - a. Approve, interpret and change any statement of mission, philosophy, role and purpose of the Corporation.
 - b. Approve and amend the By-Laws and Certificate of Incorporation of the Corporation.
 - c. Appoint, fix the number and remove, with or without cause, any director of the Corporation; appoint and remove, with or without cause, the Chairperson of the Board of Directors of the Corporation.
 - d. Approve the merger, dissolution, consolidation or reorganization of the Corporation.
 - e. Approve the formation of any organizations or entities by the Corporation in a manner which is inconsistent with the applicable criteria established by the Member.

- f. Approve the acquisition, sale, lease, transfer or other alienation of property of the Corporation other than in the usual and regular course of the Corporation's business, which such acquisition, sale, lease, transfer or other alienation is above specific financial levels set in accordance with policies established from time to time by the Member.
- g. Approve capital or operating budgets of the Corporation which are inconsistent with the budget guidelines established by the Member.
- h. Approve debt incurred by the Corporation which is in excess of such limits as are established by the Member.
- i. Approve the disposition of the assets of the Corporation at the time of its dissolution.
- j. Establish a policy concerning quality of care and services or policy and procedures concerning finance and resources for the Corporation, which are inconsistent with policies established by the Member.
- k. Approve the long-range financial and strategic plans for the Corporation which are inconsistent with the applicable criteria established by the Member or with the financial and strategic plans adopted by the Member. Approve an internal auditing program for the Corporation which is inconsistent with the internal auditing program established by the Member.
- l. Appoint and remove the chief executive officer of the Corporation.
- m. Approve the criteria and the process for the evaluation of the chief executive officer of the Corporation.

8. The Corporation shall operate in accordance with The Ethical and Religious Directives for Catholic Health Services as promulgated and interpreted by the Bishop of the Roman Catholic Diocese of Rockville Centre.

9. The names and address of the Initial Directors of the Corporation are as follows:

Daniel P. Walsh

Patrick J. Scollard

Barry T. Zeman

Vincent DiRubbio

Kenneth Roberts

10. The Secretary of State is hereby designated as the agent of the Corporation upon whom process against the Corporation may be served, and the following is designated as the address to which the Secretary of State shall mail a copy of any process received against the Corporation:

c/o Iseman, Cunningham, Riester & Hyde, LLP
9 Thurlow Terrace
Albany, New York 12203

11. No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in, including the publication or distribution of statements, any political campaign on behalf of any candidate for public office.

12. In the event of dissolution, all of the remaining assets and property of the Corporation shall, after necessary expenses and liabilities thereof have been paid, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Code subject to an order of a justice of the Supreme Court of the State of New York, and no director or officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution.

13. Nothing herein shall authorize the Corporation to engage in the practice of the profession of medicine, or any other profession required to be licensed by Title VIII of the Education Law.

14. Nothing herein shall authorize the Corporation to provide professional training in the profession of medicine or any other profession required to be licensed by Title VIII of the Education Law.

15. Nothing herein shall authorize the Corporation to establish or operate a hospital, or to provide hospital service, or health-related services, a drug maintenance program, a certified home health agency, a hospice, a health maintenance organization or a comprehensive health services plan, as provided for by Articles 28, 33, 40, and 44, respectively, of the Public Health Law, or to solicit, collect or otherwise raise or obtain any funds, contributions or grants from any source for the establishment or operation of any hospital.

IN WITNESS WHEREOF, this Certificate has been subscribed this 26th day of January, 1998, by the undersigned, who affirms that the statements made herein are true under the penalties of perjury.

Deborah A. Kirby

Deborah A. Kirby, Esq., Incorporator

ISEMAN, CUNNINGHAM, RIESTER & HYDE, LLP
37 East Gibson Street
Canandaigua, New York 14424

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6980212000649

CERTIFICATE OF INCORPORATION

of

LONG ISLAND CATHOLIC AMBULANCE SERVICE, INC.

Under Section 402 of the Not for Profit Corporation Law

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REC-12 3 15 PM '98

ICC

STATE OF NEW YORK

DEPARTMENT OF STATE

FILED FEB 12 1998

TAXS

BY:

JAN

Nassau
type: B

FILER:

ISEMAN, CUNNINGHAM, RIESTER & HYDE LLP
9 THURLOW TERRACE
ALBANY, NY 12203

FEB 12 1998

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980212000684

State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

September 04, 2003



A handwritten signature in black ink, appearing to read "R. A. D.", followed by a long horizontal stroke.

Secretary of State

980506000 457

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

LONG ISLAND CATHOLIC AMBULANCE SERVICE, INC.

Under Section 803 of the Not-For-Profit Corporation Law

We, the undersigned, the President and Secretary of Long Island Catholic Ambulance Service, Inc. (the "Corporation"), hereby certify that:

1. The name of the Corporation is Long Island Catholic Ambulance Service, Inc.

2. The Corporation was formed under the name Long Island Catholic Ambulance Service, Inc. pursuant to the Not-for-Profit Corporation Law of the State of New York and the Certificate of Incorporation of said Corporation was filed by the Department of State on February 12, 1998.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law of the State of New York.

4. The Corporation is a Type B corporation under Section 201 of the Not-For-Profit Corporation Law of the State of New York, and it shall continue to be a Type B corporation.

5. The Certificate of Incorporation of the Corporation is hereby amended to amend the name of the Corporation. The corporate purposes and powers of the Corporation are not enlarged, limited or otherwise changed by this Certificate of Amendment.

6. The Certificate of Incorporation is amended as follows:

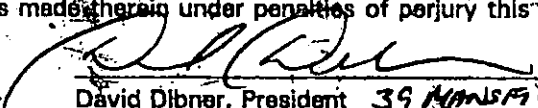
Paragraph 1 of the Certificate of Incorporation, concerning the name of the Corporation is hereby amended to read in its entirety as follows:

1. The name of the Corporation is CHS Ambulance Services, Inc. (the "Corporation").

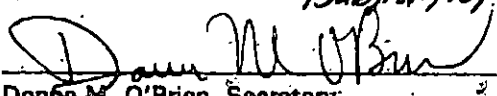
7. The Secretary of State of New York is hereby designated as the agent of the Corporation upon whom any process against the Corporation may be served, and the post office address to which the Secretary of State shall mail a copy of any process against the Corporation so served upon him is One Huntington Quadrangle, Suite 4C04, Melville, New York 11747.

8. The foregoing amendment to the Certificate of Incorporation was authorized by the unanimous consent of the members of the Corporation entitled to vote thereon pursuant to Section 614 of the Not-For-Profit Corporation Law of the State of New York.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment and affirmed as true the statements made therein under penalties of perjury this 1st day of May, 1998.


David Dibner, President

39 Mansfield Rd.
Babylon, NY 11702

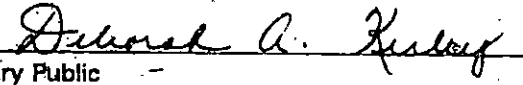

Donna M. O'Brien, Secretary

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On May 1, 1998, before me personally appeared David Dibner and Donna O'Brien, who, being by me duly sworn, did depose and say that they reside, respectively, at 19 Laurel St., Garden City, NY 11530 and 39 Mansfield Rd., Babylon, NY 11702; that they are the President and Secretary of Long Island Catholic Ambulance Service, Inc., the corporation described in and which executed the foregoing instrument; and that they signed their names thereto by order of the Board of Directors of said corporation.


Notary Public

DEBORAH A. KIRBY
Notary Public in the State of New York - Ontario
Reg. #4875352 MONROE COUNTY
Commission Expires 11-3-98

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980506000 457

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION

N.I.S.-27 LONG ISLAND CATHOLIC AMBULANCE SERVICE, INC.

Under Section 803 of the Not-For-Profit Corporation Law

RECEIVED

MAY 5 2 25 PM '98

RE

ICC

Filed by:

ISEMAN, CUNNINGHAM, RESTER & HYDE, L.L.P.
Post Office Box 179
37 East Gibson Street
Canandaigua, New York 14424
(716) 394-1450

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAY 06 1998
TAX \$
BY: DA

MASS

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980506000 464



Date: December 17, 2025

Attn: Representatives of the Regional Emergency Medical Services Councils of Suffolk County, Nassau County and New York City

Suffolk County REMSCO
360 Yaphank Ave, Suite 1B
Yaphank, NY 11980
(631) 852-5080

Nassau County RESMCO
2201 Hempstead Tpke
East Meadow, NY 11554
(516) 572-0190

New York City REMSCO
475 Riverside Dr.
New York, NY 10115
(212) 870-2301

Re: Notice of Deficiencies and Malpractice Actions – Transfer of Ambulance Operating Authority Application

To the Representatives of Suffolk, Nassau and NYC REMSCO Councils:

With respect to the Transfer of Ambulance Operating Authority Application submitted by CHS Ambulance Services, Inc., the applicant entity has not received any current or recent notices of deficiencies or malpractice actions from governmental agencies.

Please let us know if you have any further questions or follow up requests. Thank you for your consideration of our application.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Havican", with a long horizontal flourish extending to the right.

Gary Havican
CHS Ambulance Services, Inc., Board Chair

Affirmation of Fitness and Competency

By completing this form, you are aware that the NYS Department of Health will be conducting a detailed background review in order to determine fitness and competency in accordance with Article 30 of the NYS Public Health Law.

Emergency Ambulance Service, Inc
Name of EMS Agency

0841
NYS EMS Agency Code

CATS Ambulance Service, Inc
Full Name of Corporate Entity requiring F&C review as a new owner/operator

KEVIN MICHAEL FERRAROTTI
Full Name of Individual

VICE PRESIDENT - EMS
Title

Address of the Individual or Corporate Entity requiring F&C review as a new owner/operator

Social Security Number (this is not releasable under the provisions of FOIL)

Date of Birth

As the proposed new owner/operator of an EMS agency, I hereby certify that I am or have been a director, sponsor, principal, stock holder, operator or operations manager of one or more of the following in the past 10 years (Article 30 §3005[5]).

YES NO

- ☒ ☐ Emergency Medical Service certified by the NYS Department of Health, or equivalent in any other state.
- ☒ ☐ Hospital, long term care facility or other Article 28 facility licensed by the NYS Department of Health, or equivalent in any other state.
- ☐ ☒ Invalid coach (Ambulette) Service authorized by the NYS Department of Transportation or equivalent in any other state.
- ☐ ☒ Home or residence licensed by NYS or equivalent in any other state.
- ☐ ☒ Halfway house, hostel or residential facility or institution licensed by, or subject to the rules of the NYS Office of Mental Health (OMH) or Office of Mental Retardation and Developmental Disabilities (OMRDD), or equivalent in any other state.

→ If NO has been marked for all of the above, it indicates that there is no history of operating an entity identified in NYS Public Health Law; signing this affirmation is informational only and a testimony to the accuracy of the information provided.

→ If YES has been marked for any of the above, on an attached page, please provide the following information for each:

- Name of agency or facility
- Mailing address of facility or agency
- Name of Certifying or Licensing authority
- If applicable, a copy of license, certificate or identification number
- Individual position(s) held with start and end dates

REQUIRED ATTACHMENTS TO THIS AFFIRMATION

- Current resume or curriculum vitae
- Copies of any related licenses and certifications
- Listing of address of residence, or if less than 2 years, addresses of prior residences.

Certification of Competency

By completing and signing this affirmation, I certify that I have operated all of the agencies indicated, in compliance with all applicable statutes, rules, regulations and policies, specifically 10 NYCRR800.

Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

Full Name

Kevin Michael Fenaroff

Signature

Date

10/15/25

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

Further, I certify that, I am not, or was not subject to a state or federal administrative order relating to fraud, embezzlement or patient harm, including, but not limited to actions involving Medicare and or Medicaid.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of fitness.

Full Name

Kevin Michael Fenaroff

Signature

Date

10/15/25

Notary Public Affirmation and Acknowledgement

Notary Public Name

Barbara Moran

Signature

Barbara Moran

BARBARA MORAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6337145
Qualified in Nassau County
My Commission Expires 02-16-2028

Date

10-15-2025

Please affix Notary Public Stamp or equivalent.

Affirmation of Fitness and Competency: Kevin Ferrarotti

American Ambulance Service, Inc.

Address: 1 American Way, Norwich, CT 06360

Agency License: L059P1

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- Senior System Director, 2023 – 2024

Hartford HealthCare Emergency Medical Services, Inc.

Address: 540 Litchfield Road, Torrington, CT 06790

Agency License: 0143P1

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- Senior System Director, 2020 – 2024

Harwinton Ambulance Association, Inc.

Address: 166 Burlington Road, Harwinton, CT 06791

Agency License: C066B1

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- Board Member, Immediate Past Chief: 2025 – Present
- Chief: 2019 – 2024
- Deputy Chief: 2013 - 2019
- Captain: 2009 – 2013

Hunter Ambulance Service, Inc.

Address: 450 West Main Street, Meriden, CT 06450

Agency License L080P1

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- Senior System Director, 2021 - 2024

Kevin Michael Ferrarotti

PROFESSIONAL SUMMARY

- Seasoned leader in strategic development, managerial leadership, business and healthcare operations.
- Board certified healthcare executive with twenty-five (25) years of health science and medical experience improving the safety and quality of patient care while driving key performance measures for employee and patient satisfaction.

SKILLS

- | | |
|---|---|
| • Organizational leadership and business operations | • Customer engagement and experience |
| • Strategic development and execution | • Sales and market growth strategy |
| • Lean process improvement and efficiency | • Regulatory compliance |
| • Metric driven decision making | • Patient safety and quality and experience |
| • Diverse workforce development and retention | • Team building and mentoring |

EXPERIENCE

Catholic Health System, Melville, NY

November 2024 – Present

Vice President – Emergency Medical Services (EMS) and Pre-Hospital Logistics

- Lead and manage the daily EMS operations across the health system's six (6) hospitals including network development, outreach, and education while ensuring compliance with all county, state and federal regulations.
- Lead the development of a centralized system command, transfer and logistics center to standardize patient movement.
- Develop and implement strategic plans to enhance EMS service delivery and operational efficiency.
- Ensure fiscal viability and responsibility of the EMS service line, ensuring cost-effective allocation of resources.

Healthcare Consultation Services – Sole Proprietor, Rocky Hill, CT

July 2024 – November 2024

Sole Proprietor – Operations and Strategic Leader and Educator

- Contracted business leader engaged to execute and lead program and service line development for a multi-disciplinary health system.
- Created operational review and gap analysis of healthcare system operations to lead process improvement initiatives utilizing Lean and Six Sigma decision-making.
- Collaborated with stakeholders across private and public sectors on operational efficiencies and regional engagement.
- Presented locally on pre-hospital healthcare, first responder health, wellness and safety, and community health topics.

Hartford HealthCare System, Hartford, CT

June 2015 – July 2024

Senior System Director – Emergency Medical Services (EMS)

October 2021 – July 2024

- Managed daily operations of the EMS Network, including more than 700+ FTEs statewide, two (2) licensed ambulance agencies, two (2) hospital-based paramedic services, air medical response and education network.
- Co-led system clinical council of 29 clinicians and administrators, executing strategic initiatives and key performance metrics for EMS as an integral partner and component of patient care.
- Created workforce development campaigns and academic partnerships to increase diversity and access to equitable care.
- Working with clinical stakeholders, developed operational efficiencies, patient and provider safety metrics, and enhanced provider wellness initiatives including the integration of clinically - focused KPIs to improve patient experience and quality.
- Managed the systemwide operations and administrative components of the auto fleet program including more than 340 vehicles across 17 entities including performance metric development, capital planning, safety, and quality metrics.

System Director – Emergency Medical Services Network

May 2018 – October 2021

- Integrated EMS across six (6) hospitals and eight (8) emergency departments; managed the relationships with affiliated EMS agencies; and developed system-wide strategies to improve care coordination and patient experience.
- Led the project management and installation of a health data exchange program and hospital emergency activation platform enhancing the quality of patient care and development of evidence-based medicine and clinical research.
- In conjunction with bed and case management across Hartford HealthCare, created and led a team of EMS facilitators to integrate EMS agencies and air medical transport to improve patient throughput, safety, and overall patient satisfaction.
- Implemented comprehensive marketing campaigns directed to EMS agencies statewide, including managing social media and web - based platforms, and BTC focused content.

Kevin Michael Ferrarotti

EXPERIENCE

Hartford HealthCare System, Hartford, CT *continued* **Regional Manager – Sales and Business Development**

June 2015 – June 2019

- Implemented strategic growth initiatives for an acute-care community teaching hospital, community hospital, cancer and medical specialty center, employed physician practice group and Accountable Care Organization (ACO).
- Developed service line growth initiatives resulting in a growth of \$1.58M in regional revenue within the first year.
- Partnering with system stakeholders, transitioned twenty-five (25) providers from private practice into the Hartford HealthCare Medical Group and Integrated Care Partners (ACO).

PGA Consulting Services, Harwinton, CT

January 2004 – June 2015

Principal – Operations and Strategy Consultant and Educator

- Led process improvement and growth initiatives for small to mid-size healthcare and hospitality companies.
- Developed process optimization utilizing Lean and Six Sigma decision-making to reduce costs and enhance quality of care.
- Enhanced safety and quality measures for businesses, including adherence to local and state regulatory requirements, OSHA, and applicable regulatory bodies.
- Collaborated with stakeholders across private and public sectors on operational efficiencies and regional engagement.
- Presented locally and nationally on topics including pre-hospital healthcare, first responder health and safety, workforce development and diversity, organizational development, leadership and management, and community health topics.

Harwinton Ambulance Association, Harwinton, CT (volunteer)

March 1996 – Present

Board Member, Immediate Past Chief

July 2025 – Present

Chief Officer of EMS (Captain, Deputy Chief, Chief)

July 2009 – Present

- Managed daily operations with seventy (70) volunteer and paid staff providing basic life support (BLS) care.
- Manage and oversee the administrative operations of the organization including municipal engagement, regulatory oversight and requirements, and staff recruitment.

Emergency Medical Service Organization Experience

March 1996 – Present

Emergency Medical Technician ("EMT") / Advanced EMT / EMS – Instructor

- Hartford HealthCare System EMS, Meriden, CT
May 2018 – July 2024
- Emergency Resource Management Services, Portland, CT
March 2005 – December 2012
- New Britain Emergency Medical Services, New Britain, CT
March 2003 – December 2024
- Lime Rock Park Racetrack, Lakeville, CT
August 2000 – Present
- Harwinton Ambulance Association (Volunteer), Harwinton, CT
March 1996 – Present

EDUCATION

- **University of New Haven, North Haven, CT**
Doctor of Health Sciences – Healthcare Administration
Anticipated: May 2028
- **University of New Haven, North Haven, CT**
Master of Public Health with Honors
May 2025
- **American College of Healthcare Executives**
Board certification – Healthcare Administration
November 2022
- **Walden University, Minneapolis, MN**
Master of Healthcare Administration with Honors
November 2019
- **Quinnipiac University, Hamden, CT**
Master of Arts and Teaching with Honors
May 2003
- **Quinnipiac University, Hamden, CT**
Bachelor of Science – Health Sciences with Honors
May 2002

PROFESSIONAL CERTIFICATIONS

- National Registry of Emergency Medical Technicians – EMT Certification
2024
- American Heart Association – BLS Instructor / Training Center Faculty
2001
- State of Connecticut Emergency Medical Service – Instructor Certification
2001
- State of Connecticut Emergency Medical Technician - Certification
1997

Kevin Michael Ferrarotti

PROFESSIONAL AWARDS AND DESIGNATIONS

- | | |
|--|------|
| • Service Award – American College of Healthcare Executives | 2024 |
| • Leadership Advocate of the Year – Connecticut Chapter of the ACHE | 2023 |
| • Fellow – American College of Healthcare Executives | 2022 |
| • Employer of the Year Finalist – Charter Oak State College Foundation | 2021 |
| • State of Connecticut DPH OEMS Gilooly – Lawton Leadership Award | 2019 |

ACADEMIC APPOINTMENTS / ADJUNCT FACULTY

- | | |
|--|-----------------------------|
| • Frank Netter School of Medicine, Quinnipiac University, Hamden, CT | 2023 – Present |
| ◦ Pre-hospital / Capstone Mentor | |
| • Central Connecticut State University, New Britain, CT | 2021 – Present |
| ◦ Adjunct Professor – EMT Initial Certification Program | |
| • CT State – Capital Community College, Hartford, CT | 2014 – 2017, 2024 – Present |
| ◦ Adjunct Professor – EMT & EMS – Instructor | |
| • Northwest Connecticut Community College, Winsted, CT | 2003 – 2005 |
| ◦ Adjunct Professor – EMT & Advanced EMT Certification Program | |

CURRENT PHILANTHROPIC APPOINTMENTS

- Member – Interval House Men Make a Difference Committee Against Domestic Violence
- Faculty Senate – Central Connecticut State University
- Board Member and Committee Co-Chairman – Connecticut Chapter of the American College of Healthcare Executives
- Board Member and Committee Chairman – State of Connecticut EMS Advisory Board (“CEMSAB”)
- Board Member and Treasurer – Connecticut Society of EMS Instructors
- Board Member and Immediate Past Chief – Town of Harwinton Emergency Medical Services
- Board Member – Greater Southington Senior Transportation Services
- Board Member – Honor Wellness Center (First Responder & Military Peer Support and Mental Health Response)



**National Registry of
Emergency Medical Technicians®**
THE NATION'S EMS CERTIFICATION™

hereby certifies that

Kevin Ferrarotti

has obtained **National EMS Certification** as an
EMS professional at the level designated below

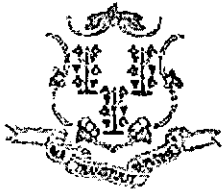
Registry No.
E3869585

Expiration Date
03/31/2027

Provider Level
EMT

William J. Hest
Executive Director

- This card is the property of the NREMT and must be surrendered upon request.
- You must present your National EMS Certification to the proper state authorities to receive state licensure in order to practice.
- Possession of this card allows you to use the appropriate post-nominal letters identifying your certification (as noted in your letter).
- It is your personal responsibility to maintain your certification.
- Please keep your contact information current by using www.nremt.org.



State of Connecticut

Lookup Detail View

Name

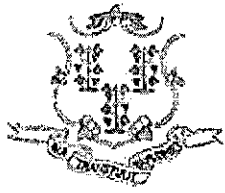
Name
KEVIN M FERRAROTTI

License Information

Lookup

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Emergency Medical Technician	970003	09/30/2026	06/01/1996	KEVIN M. FERRAROTTI	ACTIVE	CURRENT	None

Generated on: 10/30/2025 7:43:38 AM



State of Connecticut

Lookup Detail View

Name

Name

KEVIN M FERRAROTTI

License Information

Lookup

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Emergency Medical Service Instructor	1302	09/30/2026	10/19/2009	KEVIN M FERRAROTTI	ACTIVE	CURRENT	None

Generated on: 10/30/2025 7:44:03 AM

**BLS
Instructor**



American
Heart
Association

Kevin Ferrarotti

has successfully completed the cognitive and skills evaluations
in accordance with the curriculum of the American Heart Association
Basic Life Support (BLS) Instructor Program

Issue Date

1/19/2025

Renew By

01/2027

eCard Code

258936688315

To view or verify authenticity, Instructors and employers
should go to www.heart.org/cpr/mycards.

Affirmation of Fitness and Competency

By completing this form, you are aware that the NYS Department of Health will be conducting a detailed background review in order to determine fitness and competency in accordance with Article 30 of the NYS Public Health Law.

Emergency Ambulance Service, Inc.
Name of EMS Agency

0841
NYS EMS Agency Code

CBS Ambulance Service, Inc.
Full Name of Corporate Entity requiring F&C review as a new owner/operator

Patrick O'Shaughnessy
Full Name of Individual

CATHOLIC HEALTH CEO
CBS AMBULANCE BOARD, ex-officio
Title

Address of the Individual or Corporate Entity requiring F&C review as a new owner/operator

Social Security Number (this is not releasable under the provisions of FOIL)

Date of Birth

As the proposed new owner/operator of an EMS agency, I hereby certify that I am or have been a director, sponsor, principal, stock holder, operator or operations manager of one or more of the following in the past 10 years (Article 30 §3005[5]).

YES NO

- ☐ ☒ Emergency Medical Service certified by the NYS Department of Health, or equivalent in any other state.
- ☒ ☐ Hospital, long term care facility or other Article 28 facility licensed by the NYS Department of Health, or equivalent in any other state.
- ☐ ☒ Invalid coach (Ambulette) Service authorized by the NYS Department of Transportation or equivalent in any other state.
- ☐ ☒ Home or residence licensed by NYS or equivalent in any other state.
- ☐ ☒ Halfway house, hostel or residential facility or institution licensed by, or subject to the rules of the NYS Office of Mental Health (OMH) or Office of Mental Retardation and Developmental Disabilities (OMRDD), or equivalent in any other state.

→ If **NO** has been marked for all of the above, it indicates that there is no history of operating an entity identified in NYS Public Health Law; signing this affirmation is informational only and a testimony to the accuracy of the information provided.

→ If **YES** has been marked for any of the above, on an attached page, please provide the following information for each:

- Name of agency or facility
- Mailing address of facility or agency
- Name of Certifying or Licensing authority
- If applicable, a copy of license, certificate or identification number
- Individual position(s) held with start and end dates

REQUIRED ATTACHMENTS TO THIS AFFIRMATION

- Current resume or curriculum vitae
- Copies of any related licenses and certifications
- Listing of address of residence, or if less than 2 years, addresses of prior residences.

Certification of Competency

By completing and signing this affirmation, I certify that I have operated all of the agencies indicated, in compliance with all applicable statutes, rules, regulations and policies, specifically 10 NYCRR800.

Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

Patrick O'Shaughnessy

Full Name

Signature

Date

10.14.2025

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

Further, I certify that, I am not, or was not subject to a state or federal administrative order relating to fraud, embezzlement or patient harm, including, but not limited to actions involving Medicare and or Medicaid.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of fitness.

Patrick O'Shaughnessy

Full Name

Signature

Date

10.14.2025

Notary Public Affirmation and Acknowledgement

Barbara MORAN

Notary Public Name

BARBARA MORAN

NOTARY PUBLIC-STATE OF NEW YORK

No. 01MO6337145

Qualified in Nassau County

My Commission Expires 02-16-2028

Signature

Date

10.14.2025

Please affix Notary Public Stamp or equivalent.

Affirmation of Fitness and Competency: *Patrick M. O'Shaughnessy, DO*

Catholic Health System of Long Island, Inc.

Positions Held:

- President and Chief Executive Officer, 2021 – Present
- Executive Vice President and Chief Clinical Officer, 2017 – 2021
- Executive Vice President and Chief Medical Officer, 2015 – 2017
- Senior Vice President and Chief Medical Officer, 2013 – 2015

Good Samaritan University Hospital

Address: 1000 Montauk Highway, West Islip, NY 11795

Operating Certificate: 5154001H

License Authority: State of New York, DOH

Mercy Hospital

Address: 1000 North Village Avenue, Rockville Centre, NY 11570

Operating Certificate: 2909000H

License Authority: State of New York, DOH

St. Catherine of Siena Hospital

Address: 50 Route 25a, Smithtown, NY 11787

Operating Certificate: 5157003H

License Authority: State of New York, DOH

St. Charles Hospital

Address: 200 Belle Terre Road, Port Jefferson, NY 11777

Operating Certificate: 5149001H

License Authority: State of New York, DOH

St. Francis Hospital

Address: 100 Port Washington Boulevard, Roslyn, NY 11576

Operating Certificate: 2953000H

License Authority: State of New York, DOH

St. Joseph Hospital

Address: 4295 Hempstead Turnpike, Bethpage, NY 11714

Operating Certificate: 2952006H

License Authority: State of New York, DOH

St. Catherine of Siena Hospital

Address: 50 Route 25a, Smithtown, NY 11787

Operating Certificate: 5157003H

License Authority: State of New York, DOH

Title/Position(s)

- Chairman of Emergency Medicine, 2008 – 2011

SENIOR HEALTHCARE EXECUTIVE

Leadership | High Reliability | Strategic Operations | Health Systems

A strategic and highly motivated physician executive with more than 18 years of progressive leadership experience leading innovation and design in healthcare organizations. Highly proficient in driving organization performance through change management, innovative problem solving, process re-engineering, and clinical, operational, and financial analysis and management. Proven record for developing strategy, executing plans and specializing in turnaround management and growth of not-for-profit integrated delivery systems in competitive markets.

Reputation for an energizing leadership style, supporting mission and vision, with a tenacious enterprise-wide delivery of results. Strong facilitation, communication, and team building skills; a proven ability to attract, retain, and motivate high performing business and clinical professionals.

- ✓ Strategic Planning
- ✓ Market Share Growth
- ✓ Physician Network Maturation
- ✓ Service Line Development
- ✓ Organizational High Performance
- ✓ Innovative Problem Solving
- ✓ Capital & Operational Budget Management
- ✓ Healthcare Quality, Innovation, & Strategy
- ✓ Mission, Vision, and Values

SIGNATURE STRENGTHS

- Strategic Alliances
- Network Development
- Clinical & Business Operations
- Physician Engagement
- Financial Analysis & Cost Savings
- Business Development
- High Performance Teams
- Transformative Leadership
- Population Health
- Revenue Realization
- Communication
- Board Facilitation

CAREER HIGHLIGHTS

CATHOLIC HEALTH SERVICES OF LONG ISLAND

2007-present

Located in Rockville Centre, New York, Catholic Health Services of Long Island is one the largest integrated delivery systems in the lower NYS region generating nearly \$3B in revenues.

President and Chief Executive Officer April 2021- Present

Executive Vice President and Chief Clinical Officer | 2017-2021

Executive Vice President and Chief Medical Officer | 2015-2017

Senior Vice President and Chief Medical Officer | 2013-2015

Senior corporate executive responsible for system-wide oversight of clinical operational performance.

- Led the health system's response to the Covid-19 pandemic including operational redesign and implementation of new operating models at all 6 hospitals, 3 SNF's, Home Care, Hospice, and Physician Practice Enterprise divisions.
 - Exceeded build and staffing of 50-70% additional medical and ICU surge beds across CHS network.
 - Coordinated distribution of all key hard tangible assets (ventilators) and personal protective equipment (PPE).
 - Redeployed appropriate clinical teams to newly expanded care areas to successfully manage patient surge which exceeded 1,100 patients at peak. (ED and Inpatient)
 - Successfully implemented "in system" antigenic Covid-19 and antibody testing with over 10,000 tests completed with turnaround times less than 24 hours.

- Led successful development of new “mixed operations” plans for all CHS entities that met all NYS Department of Health criteria allowing campuses to resume elective surgeries and procedures safely and effectively without compromise of revenue.
- From 2013-2020, served as a member of the CHS executive team that developed and implemented CHS system and CHS entity operating budgets, capital budgeting and planning, and CHS system strategic plans.
- From 2013-2020, served as a member of the CHS executive team responsible for managing entity operations to drive improvements and produce outstanding results.
- Implemented thoughtful and respectful cost avoidance and reduction plans to health systems population health management and quality infrastructure totalling nearly \$10M with no negative impact on outcomes of care (2019).
- Executive cabinet member with shared fiscal responsibility for executing a physician network combined budget of over \$220 M, spanning 500 employed MDs, 1,500 aligned MD's, 7 facilities, 17,000+ employees, and a 25,000 member health plan.
- Lead executive managing contract premiums/revenues in excess of; ACO \$600M, IPA \$500M and \$600M DSRIP/Medicaid.
- Senior executive leading CHS System Clinical Service Lines consisting of Cardiovascular, Neurosciences, Oncology, Orthopaedics, General Surgery/Bariatric Surgery and Women's Health Services.
 - Shared responsibility for managing and growing revenues of over \$300M for Cardiovascular services, \$130M Neuroscience services, \$100M Oncology services and \$175M for Orthopaedic services.
 - Executive responsible for network integrity improvement initiative and increase in service line based network utilization resulting in over \$10M of new incremental revenue per year and 1% market share growth.
 - Member of executive team who oversaw the planning and design and construction of the CHS Oncology Service Line Cancer Center (22 bay infusion, multispecialty offices) at Good Samaritan Hospital Medical Center, a \$15M CHS service line project with planned financial improvement of over \$8M to GSHMC bottom line.
 - Successful transition and reopening of Mercy Medical Center Cancer Center from Memorial Sloan Kettering to Catholic Health Services with 3 year accreditation from Commission on Cancer
 - Executive who led successful clinical and research affiliation with Roswell Park Cancer Institute with launch and access to 12 clinical trials from 2019-2020.
 - Executive who led successful completion of design and implementation of a comprehensive Neuro-interventional program and Comprehensive Stroke Center designation at Good Samaritan Hospital Medical Center, a \$10M capital and operational investment resulting in \$5M net new revenue in first year of operation.
 - System executive that led all six CHS hospitals to successful accreditation as Bariatric Centers of Excellence and Joint Commission Certified Primary Stroke Centers.
 - System executive that developed Robotics and minimally invasive programs at 3/6 CHS hospitals (Hub-spoke service line model).
 - Reduced all cause readmissions, CHF, CABG, TJR, COPD below state and federal averages,
 - Led health systems Orthopaedic Comprehensive Care Joint Replacement Bundle, achieving shared savings of over \$1M per performance year (2018, 2019).
 - Clinically led successful approval of NYSDOH MMC/ SJH Cardiac Cath Lab CON's (November 2020)
 - Clinical lead for System Products and Pharmacy and Therapeutics committees which drove clinical and products standardization across entire enterprise and resulted in over \$25 M savings over four years.
- Drove improvements of clinical and operational performance, resulting in the escalation of CHS's quality standing to become the highest quality performing health system in lower New York State (Leapfrog standards Spring 2020).
- Created system-wide high reliability quality plan and training program and successfully trained all 17,000 employees and 4,000 medical staff members in high reliability principles, resulting in 8 sequential quarters of improvement in hospital acquired infection scores, achievement of numerous national and state-wide quality awards, 68% reduction

- in CAUTI, CLABSI, c-difficile rates and elimination of over \$16M in "cost of harm" events through use of high reliability training principles, daily safety huddles, leader and united based operational and purposeful rounding.
- CHS executive with full responsibility over all regulatory landscapes overseeing all regulatory surveys. (CMS, TJC, DOH)
 - Led development of targeted CHS Risk Management and Employee Health initiatives (*Safety Starts with Me*).
 - Chief physician executive involved with successful growth of health systems strategic acquisitions and alliances.
 - Orthopaedic Associates of Long Island (OALI) acquisition and transition into St. Charles Orthopaedics (30 provider lead orthopaedics group in LI market).
 - NY Bariatric Group market exclusive strategic alliance and exclusive service line development.
 - Beacon Health Partners Accountable Care Organization (ACO) and Independent Practice Association (IPA) acquisition and transition into CHS Physician Partners (CHSPP).
 - CityMD Urgent Care Centers strategic alliance and exclusive service line development.
 - SightMD Ophthalmology Centers strategic alliance and exclusive service line development.
 - Roswell Park Cancer Institute strategic alliance for research, clinical trials and investigational drugs and JV for new programmatic development (BMT, RT).
 - New York College of Osteopathic Medicine strategic alliance providing health system as exclusive clinical partner to support expanding graduate medical education (GME) footprint.
 - Physician executive leading integration of CHS Service Lines into Long Island Catholic High Schools Sports Programs (St. Anthony's High School, Chaminade).
 - Successfully executed clinical affiliation agreement with ProHealth Care Physician Network (February and October, 2020)
 - Executive member of team with shared responsibility for the creation and implementation of system-wide (Medical Group, 6 Hospitals, 3 SNF's, Home Care Agency, Employee Health Plan) five-year Strategic Plan (Vision 2022) to become the regional leader in value-based healthcare.
 - Executive sponsor lead for Vision 2022 Quality/Safety, Patient Experience, Population Health and Physician Strategy, Clinical Service Lines, and supporting team member for Growth and Strategy pillar.
 - Led health system's CMS Meaningful Use attestation program from 2013-2020 delivering over \$41M of CMS payment incentives to health system.
 - Led the redesign of the health systems delivery system reform incentive program (DSRIP) and overall population health management (PHM) strategy resulting in successful build and launch of CHS Physician Partners Network. (CHSPP)
 - Executive responsible for growth of network from 400 providers to over 2,000 providers consisting of employed medical group (500) and IPA and ACO (1,550) aligned providers.
 - Successful revision of MSSP ACO model participants and cost savings measures and submission of applications to the CMS Medicare Shared Savings programs, resulting in invitations to participate in both programs.
 - Overall DSRIP budget responsibility of over \$20M and generated performance based funding/revenues over \$45M annually.
 - CHS earned total of \$232M in 5-year DSRIP program, earning 90% of P4P dollars.
 - Led achievement of over \$13.6M in high performance funds for NYS DSRIP program in 2019 and \$64M (\$50M NQP and \$14M SCC) in 2020. (Non- budgeted/over and above P4P)
 - Implemented targeted solutions to Track 1 MSSP ACO to reduce overall spend across SNF, specialty, ED and inpatient arenas by over 10% (\$45M spend reduction savings) and led transition to dual track programs (A and B) with shared savings to be realized of over \$10M across both programs
 - CHSPP has also delivered high value returns on additional Commercial, Medicare and Medicaid contracts
 - Led health system's progress to reduce CMS quality associated penalties taking CHSLI from 5/6 hospitals receiving 1% CMS HAC penalties to 5/6 becoming HAC penalty free (FY2020) for savings of over \$3.5M in direct CMS penalty dollars.
 - Initiated system wide patient experience improvement initiative resulting in targeted training program and service excellence improvement (I-CARE program) with successful training of all 17,000 employees and 4,000 medical staff members. (2019-2020). 2020 PY demonstrates CHS exceeding PX targets for improvement. (29th%->59th%: Overall)

- Chief physician executive with oversight over health systems revenue integrity and realization department leading its Denials and Appeals recovery efforts with all major payers.
 - Led centralization and build of CHS Appeals division which was completed in June of 2015 with net FTE savings of \$3.5 M since inception
 - Instituted processes and programs resulting in over \$15M/yr. of recovered revenue and annual “win rate” of nearly 70% on claims denials appeals
 - To date program has recovered \$ 90M in revenue on inpatient appeals and \$25M on outpatient appeals.
 - Led centralization and build of CHS Utilization and Physician Advisor Department in May of 2018
 - Total FTE savings of over \$600K since inception
 - Using process redesign this program has reduced initial denial rates for CHS to 8% compared with national benchmarks as high as 20%.
 - Program demonstrated an \$8M recovery dollar increase after implementation
 - Annual recovery dollars range from \$10M-17M/yr.
- Executive with oversight responsibility for the RVC Captive and Insurance Company.
 - Executive oversight managing total insurance portfolio of over \$100M.
 - In past 2 years have realized claims paid savings of over \$13M.
 - \$2M savings in workers compensation claims.
- Led health system's academic redesign. Appointed systems first Chief Academic Officer with successful conversion of all ACOGME to ACGME accreditations at health systems flagship academic center, Good Samaritan Hospital Medical Center, across Family Practice, Obstetrics and Gynecology, Pediatrics, and Emergency Medicine. Completed system GME assessment with non-cap opportunities identified for launch of additional residencies at two additional CHSLI campuses of St. Catherine of Siena Medical Center and St. Joseph's Hospital. Executive leading system-wide strategic affiliation with the New York College of Osteopathic Medicine as primary academic partner.
- Integral member of CHS system executive administrative team that drove CHS's financial turnaround from FY 2011 through 2013 and assisted in work resulting in rating by Standard and Poor, Fitch, and Moody's to A- level with a stable outlook that still exists in FY 2020 through cost cutting, growth of services across service lines, market share expansion as well as investment and build out of population health management capabilities.
- Key member of CHS system executive team that drove brand transformation (external) via changes in marketing leadership, redesign of website, and advertising, PR, and community relations strategies.
- Member of executive team that led cultural transformation (internal) via reinvigoration of corporate mission/vision/values, system strategic plan (Vision 2022) with executive lead sponsorship responsible for success of four of seven strategic plan pillars and oversight over 16 transformational projects spanning quality, safety, patient experience, growth and partnerships, and population health management.
- Physician Executive supporting the mission of Catholic Health Care and our systems *Catholic Identity* through *Catholic social tradition of teaching, thought and practice*:
 - Physician executive sponsor leading expansion of CHS's Healthy Sunday Community Outreach programs and initiatives.
 - Physician executive leading development and expansion of CHS's Gianna programs and initiatives.
 - Physician executive who championed system-wide rollout of Emily's Gift program across all 6 CHS hospitals
 - Physician executive sponsor supporting sponsorship and growth of Gabriel's courage program across all 6 CHS hospitals
 - Launched COVID -19 food drive for those with food insecurity during the COVID-19 crisis.
- Served as executive panel member for Long Island and NYS Heroin and Opiate Task Force's which developed public policy recommendations for New York State in collaboration with both Nassau and Suffolk County Executive's and New York State Lieutenant Governor Kathleen Hochul. (2015-2019)
 - Panel's recommendations endorsed and supported by Governor Cuomo securing \$265M in funding

PATRICK M. O'SHAUGHNESSY, DO, MBA, MS-POPH, FACEP

- Executive lead for value-based care delivery development, accountable care, culture change, and successes in disruptive innovation (e.g. Patient Centered Medical Home pilots and advancing new innovative technologies (Epic MyChart, patient and physician portals, Uniphy app) across the physician and health care enterprise.
- Key executive representing CHS publically on numerous national and state presentations at conferences including: American College of Healthcare & Physician Executives, Institute for Healthcare Improvement (IHI), Healthcare Association of New York State (HANYS). Hosts CBS syndicate TV program on health care transformation with over 6.5M viewers.
- Physician executive chosen by Healthix Board of Directors to lead CEO replacement search and co-chair successful merger of two of NYS's largest health information exchange organizations (New York Care Information Gateway with Healthix)
- Key CHS Executive who has built relationships of trust with Nassau and Suffolk County Legislators and Health Commissioners, NYSDOH, and NYS Health Commissioner Dr. Howard Zucker.
- Executive team member facilitating Board education and facilitation for alignment around shared vision, mission, and values as well as qualitative and population health performance excellence.
- Executive team member who has built long standing relationships of respect with executive leaders at Northwell, NYU, Mount Sinai, Stonybrook and Brookhaven health systems.
- Key executive team member who helped develop the health systems Nassau and Suffolk County strategies.
- CHS clinical executive leader and member representing CHS at NYSDOH, GNYHA, HANYS, Nassau Suffolk Hospital Councils.
- Key CHS executive team member on CHS and CCD BOD, Planning, RVC Insurance and Captive, Quality and Finance committee meetings.

Senior Vice President and Chief Medical Officer, St. Catherine of Siena Medical Center | 2011-2013

Key executive member along with campus Chief Administrative Officer (CAO) and Chief Financial Officer (CFO) responsible for campuses strategy and operational performance. This triad leadership model developed and then implemented fiscally responsible operating plans for the 220-bed medical center, as well aligned campus to regional strategic service line projects spanning surgical services, cardiovascular services and behavioral health services.

- In collaboration with CFO, drove cost cutting and revenue realization initiatives at campus to savings benefit of over \$2M dollars through responsible and respectful FTE reduction and program consolidation.
- New revenue realization of over \$500k/year through denials reduction and clinical documentation improvement program development and implementation.
- Lead executive for build of campus multispecialty robotic surgical program across OB/GYN, Colo-rectal and Urologic service lines resulting in 2% market share growth and over \$2M new incremental revenue.
- Led physician alignment and recruitment efforts at the hospital successfully recruiting new lead colorectal surgeon, Breast surgeon, and Vascular/Thoracic surgeon. Increased medical staff membership by over 200 physicians over two year period.

Chairman of Emergency Medicine, St. Catherine of Siena Medical Center | 2008-2011

Physician Executive Siena Emergency Services, Island Medical Associates PC | 2008-2011

Physician executive that led the complete re build of emergency department physician and physician assistant team. Recruited over 10 board certified ED physicians and 15 PA's to create an integrated high performing team. In three months post inception EDLWBS rate decreased to less than 1.0%, 48 hour revisits/readmissions declined 54% and patient experience (physician communication) improved 28%.

- Launched and led hospitals journey to excellence along all aspects of quality including stroke care, sepsis care and patient experience of care.
- Lead physician executive for Island Medical Physicians, PC with executive oversight and responsibility for contractual performance deliverables reporting directly to company CEO.

PATRICK M. O'SHAUGHNESSY, DO, MBA, MS-POPH, FACEP

- Successfully recruited and grew ED provider base by over 28% and expanded company's portfolio of contracted services during tenure.

Associate Director of Emergency Medicine, St. Charles Hospital | 2007-2008

Physician Executive Port Emergency Services, Island Medical Associates, PC, St. Charles Hospital | 2007-2008

Physician executive that drove facility to top 15% state-wide for Stroke and Sepsis care initiatives (bundles). Led initiative to repair relationships with local EMS crews leading to 22% more ambulance volume at hospital and increased ED volume 5% which helped drive overall 1% market growth for hospital.

PROFESSIONAL EXPERIENCE

THE VALLEY HOSPITAL **2006-2007**

Emergency Department Attending Physician

HACKENSACK UNIVERSITY MEDICAL CENTER **2004-2006**

Emergency Trauma Department

BETH ISRAEL MEDICAL CENTER **2002-2004**

Faculty, Attending Physician

Director of Simulation Medicine

ALBERT EINSTEIN COLLEGE OF MEDICINE **1999-2002**

Emergency Medicine Residency, Chief Resident

ACADEMIC APPOINTMENTS

THE NEW YORK INSTITUTE OF TECHNOLOGY
COLLEGE OF OSTEOPATHIC MEDICINE **2019**

Associate Adjunct Clinical Professor

THE ALBERT EINSTEIN COLLEGE OF MEDICINE **2002-2005**

Associate Professor of Emergency Medicine

EDUCATION & TRAINING

Capstone Seminar Certificate in Strategic Leadership • U.S. Army War College, Carlisle, Pennsylvania, 2019

Master of Science, Population Health ~ GPA 4.0 • Thomas Jefferson University, Philadelphia, Pennsylvania, 2018

PATRICK M. O'SHAUGHNESSY, DO, MBA, MS-POPH, FACEP

Master of Business Administration, Concentration: Healthcare Management ~ GPA 3.9 • Adelphi University, Garden City, New York, 2013

Doctor of Osteopathic Medicine ~ Honors • The New York College of Osteopathic Medicine, Old Westbury, New York, 1999

Bachelor of Science, Biochemistry ~ Phi Beta Kappa, Cum Laude • Stony Brook University, New York, 1994

LICENSURE & CERTIFICATION

New York State Medical Licensure • New Jersey State Medical Licensure (Inactive) • Board Certified, Emergency Medicine • Board Certified, Quality Management and Utilization Review •

COMMITTEE INVOLVEMENT

Board of Directors Telecare Television Network • Board of Directors New York College of Osteopathic Medicine • Chairman, Board of Directors CHS Physician Partners Network • Board of Directors Live ON NY • Board Directors Healthix, Chair of CEO Search committee, successful replacement of CEO for largest RHIO in NYS (December 2018) • Cornell University: Sloan School of Healthcare Administration Guest Lecturer (2018), Jefferson College of Population Health Guest Lecturer (2018) • NYS Health Information Exchange (Healthix) E-Health Collaborative Board and Executive Committee (2017) • NYS Delivery System Reform Incentive Program, Nassau Queens Preferred Provider and Suffolk Care Collaborative Board of Director member (2015-present- \$6.5 B MYS Medicaid Redesign Program) • The Leadership Institute, Millennium Group Member • Long Island Health Network (LIHN) Quality Committee 2010-2015

HONORS/AWARDS

Host of "CHS Presents: Dr. O Faithfully Transforming HealthCare" - Catholic Faith Network and CBS affiliates reaching over 6.5 million viewers - 2019 Telly Award Winner • Modern Health Care Top CMO List • Becker's Hospital Top CMO's to Know • Long Island Business News 2019 Who's Who in Healthcare • Physician Humanitarian Award, Family and Children's Association 2018 • Physician of Excellence Award, St. Joseph's Hospital Gala 2019 • 2015-2019 National Key Note Speaker and Panelist, Executive Leadership in Health Care, High Reliability, Population Health • 2020 Long Island Business News Top 30 Most Influential in Health Care

PROFESSIONAL AFFILIATIONS

American College of Emergency Physicians • American College of Quality Assurance and Utilization Review • American Association of Physician Executives • American College of Healthcare Executives

LICENSEE INFO

ENFORCEMENT ACTIONS

Address	DIX HILLS NY
Profession	Medicine (060)
License Number	222135
Date of Licensure	July 19, 2001
Status	Registered
Registered through Date	October 31, 2026
Medical School	NEW YORK COLLEGE OF OSTEOATHIC MEDICINE
Degree Date	May 24, 1999
Additional Qualifications	☐ None



September 27, 2025 08:51 AM (ET)

<https://eservices.nysed.gov/professions/verification-search?licenseNumber=222135&professionCode=060>

Sent from my iPhone

University of the State of New York
Education Department
Office of the Professions
REGISTRATION CERTIFICATE
Do not accept a copy of this certificate

License Number: 222135-1

Certificate Number: 5850426

O'SHAUGHNESSY PATRICK MICHAEL

is registered to practice in New York State through 10/31/2008 as a(n)
PHYSICIAN

LICENSEE/REGISTRANT

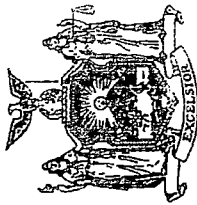


EXECUTIVE SECRETARY


COMMISSIONER OF EDUCATION
DEPUTY COMMISSIONER
OFFICE OF THE PROFESSIONS

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THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT



BE IT KNOWN THAT

PATRICK MICHAEL O'SHAUGHNESSY

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF PROFESSIONAL
AND OTHER REQUIREMENTS PRESCRIBED BY LAW IS QUALIFIED TO PRACTICE

MEDICINE AND SURGERY

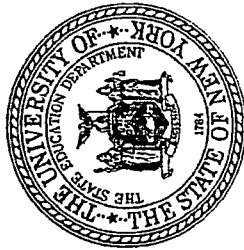
IN THE STATE OF NEW YORK

IN WITNESS WHEREOF THE EDUCATION DEPARTMENT GRANTS THIS LICENSE
UNDER ITS SEAL AT ALBANY, NEW YORK
THIS NINETEENTH DAY OF JULY, 2001.

Richard P. Miller

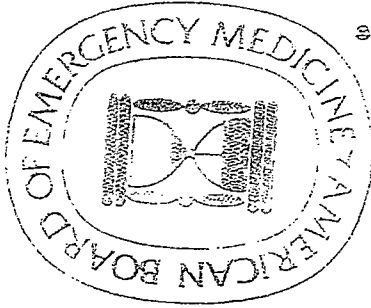
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

LICENSE NUMBER
222135

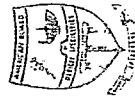


Johanna Duncan-Pattier
DEPUTY COMMISSIONER
OFFICE OF THE PROFESSIONS

[Signature]
EXECUTIVE SECRETARY
STATE BOARD FOR
MEDICINE



AMERICAN BOARD OF EMERGENCY MEDICINE



Established for the Certification
of Emergency Physicians
Hereby Declares that

Patrick M. O'Shaughnessy, D.O.

Has Successfully Fulfilled the
Requirements of this Board and
is Declared a Diplomate of the
American Board of Emergency Medicine
May 30, 2003 - December 31, 2013

President James F. Boel, MD
Secretary John S. McClen, MD
Certification Number 00220458

THE JESUIT MEDICAL CENTER

University Hospital and Manhattan Campus for the

**Albert Einstein College of Medicine
of Yeshiva University**

Be it known by these presents that

Patrick Michael O'Shaughnessy, M.D.

*has fulfilled all the requirements and
successfully completed the residency training program in*

Emergency Medicine

*In Witness Whereof the undersigned have affixed their signatures
and the seal of the Medical Center this 30th day of June 2002*



President of the Medical Board



Chairman of the Board of Trustees



President of the



President of the Medical Board



Chairman of the Board of Trustees



President of the

New York College of Osteopathic Medicine

New York Institute of Technology

Be it known that upon the recommendation of the Faculty and by the Authority of the Board of Trustees of New York Institute of Technology and the Board of Governors of New York College of Osteopathic Medicine, New York Institute of Technology hereby confers upon

Patrick Michael O'Shaughnessy

the degree of

Doctor of Osteopathic Medicine

with all the rights and privileges thereto.

In Witness Whereof we have hereunto affixed our signatures and the seal of the college, this month of May, nineteen hundred and ninety-nine.

Stanley Schriwitz
Dean of New York College
of Osteopathic Medicine



Matthew Schure
President of New York Institute of Technology
Stanley Friedman
Chairman of Board of Trustees of
New York Institute of Technology

Affirmation of Fitness and Competency

By completing this form, you are aware that the NYS Department of Health will be conducting a detailed background review in order to determine fitness and competency in accordance with Article 30 of the NYS Public Health Law.

Emergency Ambulance Service, Inc.
Name of EMS Agency

0841
NYS EMS Agency Code

CMS Ambulance Service, Inc.
Full Name of Corporate Entity requiring F&C review as a new owner/operator

Jason Golbin
Full Name of Individual

CATHOLIC HEALTH CMO,
CMS AMBULANCE BOARD MEMBER
Title

Address of the individual or corporate entity requiring F&C review as a new owner/operator

Social Security Number (this is not releasable under the provisions of FOIL)

Date of Birth

As the proposed new owner/operator of an EMS agency, I hereby certify that I am or have been a director, sponsor, principal, stock holder, operator or operations manager of one or more of the following in the past 10 years (Article 30 §3005[5]).

YES NO

- ☐ ☒ Emergency Medical Service certified by the NYS Department of Health, or equivalent in any other state.
- ☒ ☐ Hospital, long term care facility or other Article 28 facility licensed by the NYS Department of Health, or equivalent in any other state.
- ☐ ☒ Invalid coach (Ambulette) Service authorized by the NYS Department of Transportation or equivalent in any other state.
- ☐ ☒ Home or residence licensed by NYS or equivalent in any other state.
- ☐ ☒ Halfway house, hostel or residential facility or institution licensed by, or subject to the rules of the NYS Office of Mental Health (OMH) or Office of Mental Retardation and Developmental Disabilities (OMRDD), or equivalent in any other state.

→ If **NO** has been marked for all of the above, it indicates that there is no history of operating an entity identified in NYS Public Health Law; signing this affirmation is informational only and a testimony to the accuracy of the information provided.

→ If **YES** has been marked for any of the above, on an attached page, please provide the following information for each:

- Name of agency or facility
- Mailing address of facility or agency
- Name of Certifying or Licensing authority
- If applicable, a copy of license, certificate or identification number
- Individual position(s) held with start and end dates

REQUIRED ATTACHMENTS TO THIS AFFIRMATION

- Current resume or curriculum vitae
- Copies of any related licenses and certifications
- Listing of address of residence, or if less than 2 years, addresses of prior residences.

Certification of Competency

By completing and signing this affirmation, I certify that I have operated all of the agencies indicated, in compliance with all applicable statutes, rules, regulations and policies, specifically 10 NYCRR800.

Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

Jason Golbin

Full Name

Signature

10.14.2025
Date

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

Further, I certify that, I am not, or was not subject to a state or federal administrative order relating to fraud, embezzlement or patient harm, including, but not limited to actions involving Medicare and or Medicaid.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of fitness.

Jason Golbin

Full Name

Signature

10.14.2025
Date

Notary Public Affirmation and Acknowledgement

Barbara Moran

Notary Public Name

Signature

BARBARA MORAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6337145
Qualified in Nassau County
My Commission Expires 02-16-2028

10.14.2025
Date

Please affix Notary Public Stamp or equivalent.



Catholic Health
Emergency Medical Services

Affirmation of Fitness and Competency: *Jason Golbin, DO*

Catholic Health System of Long Island, Inc.

Positions Held:

- Chief Medical Officer, 2021 – Present
- Senior Vice President, 2017 – 2021

Good Samaritan University Hospital

Address: 1000 Montauk Highway, West Islip, NY 11795

Operating Certificate: 5154001H

License Authority: State of New York, DOH

Mercy Hospital

Address: 1000 North Village Avenue, Rockville Centre, NY 11570

Operating Certificate: 2909000H

License Authority: State of New York, DOH

St. Catherine of Siena Hospital

Address: 50 Route 25a, Smithtown, NY 11787

Operating Certificate: 5157003H

License Authority: State of New York, DOH

St. Charles Hospital

Address: 200 Belle Terre Road, Port Jefferson, NY 11777

Operating Certificate: 5149001H

License Authority: State of New York, DOH

St. Francis Hospital

Address: 100 Port Washington Boulevard, Roslyn, NY 11576

Operating Certificate: 2953000H

License Authority: State of New York, DOH

St. Joseph Hospital

Address: 4295 Hempstead Turnpike, Bethpage, NY 11714

Operating Certificate: 2952006H

License Authority: State of New York, DOH

St. Catherine of Siena Hospital

Address: 50 Route 25a, Smithtown, NY 11787

Operating Certificate: 5157003H

License Authority: State of New York, DOH

Title/Position(s)

- Chief Medical Officer, Vice President Medical Affairs, 2013 – 2017

Jason M. Golbin, DO, MBA, MS
FCCP, FACP, FACHE, FACMQ, FABQAURP
CPE, CHCQM, CPPS, CMQ, CPXP, CJCP

Personal Information

Present Position

System Chief Medical Officer
Executive Vice President
Catholic Health
992 N. Village Ave
Rockville Centre, NY 11570

Academic Rank

Clinical Professor of Medicine, NYIT-COM
Clinical Associate Professor of Medicine, NYIT-COM
Clinical Assistant Professor of Medicine, NYIT-COM
Adjunct Clinical Assistant Professor of Medicine, NYCOM
Instructor of Medicine, Mayo Clinic College of Medicine

March 2024- present
July 2017- 2024
2014- 2017
2009-14
2007-08

Education

Graduate College

Adelphi University
Robert B. Willumstad School of Business
Garden City, New York
Master of Business Administration, December 2016

Fellowship

Pulmonary Disease and Critical Care Medicine
Mayo Clinic College of Medicine
Rochester, Minnesota
Division of Pulmonary and Critical Care
Fellow, July 2005 through June 2008

Chief Residency

Ira R. Hoffman, M.D. Chief Resident in Medicine
Lenox Hill Hospital
New York, New York
Department of Medicine
Chief Resident, June 2004 through June 2005

Internal Medicine Residency

Lenox Hill Hospital
New York, New York
Department of Medicine
Resident, July 2001 through June 2004

Traditional Rotating Internship

St. Clare's Health and Hospital System
(St. Vincent's Midtown Hospital)
New York, New York
Department of Medicine
Intern, July 2000 through June 2001

Medical College

New York College of Osteopathic Medicine
Old Westbury, New York
Doctor of Osteopathy, May 2000

Graduate College

Georgetown University
Department of Physiology
Washington, D.C.
Master of Science, Physiology and Biophysics, August 1995

Undergraduate College

Binghamton University (SUNY)
Harpur College of Arts and Sciences
Binghamton, New York
Bachelor of Arts, Biology, May 1994

Board Certification

CJCP, The Joint Commission	<i>granted Feb 2018</i>
CPE, Certifying Commission in Medical Management	<i>granted Dec 2017</i>
CPXP, Patient Experience Institute	<i>granted May 2017</i>
CMQ, American Board of Medical Quality	<i>granted April 2016</i>
CPPS, Certification Board for Professionals in Patient Safety	<i>granted May 2015</i>
CHCQM, Diplomate, Health Care Quality and Management, ABQAURP	<i>granted December 2014</i>
Diplomate, Neurocritical Care, United Council for Neurologic Specialties <i>continuously certified, 2020-24</i>	<i>granted December 2013</i>
Diplomate, Sleep Medicine, American Board of Internal Medicine <i>recertified Jan 2022</i>	<i>granted November 2011</i>
Diplomate, Critical Care Medicine, American Board of Internal Medicine <i>recertified May 2018</i>	<i>granted November 2008</i>
Diplomate, Pulmonary Diseases, American Board of Internal Medicine <i>recertified June 2017</i>	<i>granted October 2007</i>
Diplomate, Internal Medicine, American Board of Internal Medicine <i>recertified December 2014</i>	<i>granted August 2004</i>
Diplomate, Pulmonary Diseases, American Osteopathic Board of Internal Medicine <i>recertified November 2017</i>	<i>granted August 2007</i>
Diplomate, Internal Medicine, American Osteopathic Board of Internal Medicine <i>recertified December 2015</i>	<i>granted October 2005</i>

Medical Licensure

New York – *granted 2004 (active)*
Minnesota – *granted 2005 (inactive)*

Honors/Awards (Selected highlights)

System Chief Medical Officer

Invited Panelist, American College of Osteopathic Family Physicians Annual Convention, 2024 – *Leadership in Medicine*

Keynote Speaker, New York State Osteopathic Medical Society Regional Osteopathic Convention, 2024 – *Catholic Health's Journey to High Reliability: The Relentless Pursuit of Quality, Safety, and Experience*

Accreditation Review Committee Member, Accreditation Council for Continuing Medical Education (ACCME), 2024 – present

American Hospital Association Committee on Clinical Leadership Member, 2023 – present

Alumnus of the Year 2022 - New York Institute of Technology College of Osteopathic Medicine

Invited Speaker, New York State Osteopathic Medical Society Regional Osteopathic Convention, 2022 – *Catholic Health's Journey to High Reliability: The Intersection of Quality, Safety, Experience, and Engagement*

New York Institute of Technology College of Osteopathic Medicine – Dean's Advisory Board Member, 2021 – present

Press Ganey Physician Advisory Council Member, 2021 – present

LiveOnNY Board Member, 2021 – present

System Chief Quality Officer

HANYS 2021 Pinnacle Award for Quality and Patient Safety (hospital system/consortium of providers or hospital with more than 500 beds) – *Implementing a Patient Experience Program*

United Hospital Fund's 2021 Excellence in Health Care Award for Quality Improvement Champions

ACP Leadership Academy's Physician Leadership Program Capstone Review Board Member and Reviewer, 2019 - 2022

Press Ganey CXO Council Member, 2020 – present

Guest Speaker, The Healthcare Executives' Club, 2020 – *Catholic Health Services of Long Island's Response to the Covid-19 Pandemic: Mitigating Risks Through High Reliability Quality Operations*

Invited Lecturer, American Osteopathic College of Anesthesiologists 46th Annual Mid-Year Seminar, 2019 – *Journey to High Reliability: The Intersection of Quality, Safety, Experience, and Engagement*

Invited Lecturer, Cornell University Sloan Program in Health Administration Spring 2018 Colloquium, 2018 (with Dr. Patrick O'Shaughnessy and Sumita Yadav)

– *CHSLI: Journey to High Reliability*

Invited Lecturer, Cornell University Patient Experience Weekend Intensive Course "Patient Experience: The Role of Hospitality in Healthcare," 2018 (with Sumita Yadav)

– *PX at CHSLI: Background and Building Framework*

Webinar Discussion Leader, ACP Leadership Academy, Quality Core Course, 2017&18

– *Physician Leadership in Hospital Medicine*

Invited Lecturer, St Joseph's College of New York Health Care Delivery Systems Class, 2017&18

– *Hospital Patient Safety 2017 & 2018*

Invited Lecturer, Friends of Mercy Leadership Breakfast, 2017 – *Hospital Patient Safety 2017*

Chief Medical Officer

Invited Lecturer, American Osteopathic College of Anesthesiologists 44th Annual Mid-Year Seminar, 2017 – *Update in Hospital Patient Safety 2017*

Invited Lecturer, St Joseph's College of New York MBA in Health Care Management Program, 2017 – *Moving from Volume to Value: Toolbox for Leadership*

NYIT-COM Distinguished Alumni Award / White Coat Ceremony Keynote Speaker, 2016

UJA Federation of NY's Long Island Health Professionals Honoree, 2016

Telecare TV appearance, Continuous Quality Journey, 2016

https://www.youtube.com/watch?feature=player_embedded&v=HhoGfAO6Bak

New York State Troopers PBA State Trooper Surgeon, *Badge S-1415*, 2015 - present

Beta Gamma Sigma – Honor Society for Business Schools, AACSB International, 2015

Invited Lecturer, American Osteopathic College of Anesthesiologists 42nd Annual Mid-Year

Seminar, 2015 – *Physician-Led Change in the 2015 Value-Driven Hospital Environment*

Private Practice

Teaching Attending of the Year, Good Samaritan Hospital, 2011

Pulmonary and Critical Care Fellowship

Mayo Clinic / Burgher Family Endowed Fellowship in Thoracic Diseases, 2007-08

Mayo Clinic Division of Pulmonary and Critical Care Administrative Fellow, 2007-08

American Osteopathic Foundation / Merck Outstanding Resident of the Year Award, 2007

American Medical Association Foundation Leadership Award, 2007

President, Mayo Fellows' Association, Mayo Clinic Rochester, 2007-08

Board of Directors, Mayo Clinic Alumni Association, 2007-08

Invited Lecturer, Lenox Hill Hospital Alumni Grand Rounds, 2007 –

The Use of Rituximab in Wegener's Granulomatosis

AAB Award for Outstanding Case Report in Interventional Pulmonology, 2006

ACOI Humanism and Excellence in Teaching Award nominee, 2005

Internal Medicine Residency

Residency Achievement Award – Excellence in Chief Residency, 2005

Residency Achievement Award – Community Service Award, 2004

Editor-in-Chief, *Resident Review*, Medical Journal of Lenox Hill Hospital, 2003-05

President, House Staff Association, Lenox Hill Hospital, 2003-04

Residency Achievement Award - Highest Score on the In-Training Exam, 2002

Intern of the Year - Lenox Hill Hospital, 2002

Traditional Rotating Internship

NYCOMEC Intern/Resident Representative, 2000

Medical College

Psi Sigma Alpha – National Osteopathic Scholastic Honor Society, 1999

- Osteopathic equivalent of Alpha Omega Alpha (AOA)

Teaching Assistant – Gross Anatomy, 1997

Teaching Assistant – Osteopathic Manipulative Medicine, 1997

Prior Professional Positions and Appointments (Selected highlights)

System Chief Quality Officer

System Chief Patient Experience Officer (May 2020 appointment)

Senior Vice President

Catholic Health Services of Long Island

245 Old County Road

Melville, NY 11747: May 2017 – April 2021

Chief Medical Officer / Vice President Medical Affairs

St. Catherine of Siena Medical Center

Catholic Health Services of Long Island

50 Route 25A

Smithtown, NY 11787: September 2013 – May 2017

Clinical Intensivist / Pulmonologist / Hospitalist

Director of Medical Education

St. Catherine of Siena Medical Center: September 2016 – May 2017

Pulmonary, Critical Care and Sleep Medicine Physician (private practice)

Long Island Lung Center, L.L.P.

370 East Main Street, Suite 5

Bay Shore, N.Y. 11706: July 2008- September 2013

Presentations at National and International Meetings (Selected highlights)

Golbin JM, Goldfarb M, McDonough D, Khat M, Yuditsky L, Merante D, Tramontana C, O'Shaughnessy P. Multimodality Multi-Year Sustained Reduction in 30-Day Heart Failure Readmissions on the Journey to High Reliability. *American College of Chest Physicians Annual Meeting*, New Orleans, LA, 2019 (poster presentation)

Golbin JM, Tramontana C, Merante D, Shannon C, Soterakis J, Giglio L, O'Shaughnessy P. System Reduction in Critical Care Central Line Associated Bloodstream Infection – Getting to Zero. *American Thoracic Society International Conference*, Dallas TX, 2019 (poster presentation)

Grohman R, **Golbin JM**, Capozzi B, O'Shaughnessy P, Balentine J. Implementation of a Novel Two-Week "Practice of Medicine" Course for 3rd Year Medical Students at the NYIT-COM. *International Association of Medical Science Educators (IAMSE) 23rd Annual Meeting*, Roanoke, VA, 2019 (poster presentation)

Golbin JM, Khat M, Aziz M, Goldfarb M, Yuditsky L, Koshansky L, Grabkowitz G, Wright M, Konsky D, Shannon C, Morales B, Weber K, Chudow G. Proactive Novel Rounding to Drive to Zero CLABSI and CAUTI. *American College of Medical Quality Annual Meeting*, Washington DC, 2018 (oral presentation)

Golbin JM, Khat M, Goldfarb M, Yuditsky L, Konsky D, Grabkowitz G, Wright M, Shannon C, Morales B, Weber K, Daniello A. Multimodality Approach to Successful Reduction of Hospital Acquired *C difficile* Infection. *American College of Medical Quality Annual Meeting*, Washington DC, 2018 (poster presentation)

Eysler K, Kanaris K, **Golbin JM**, Tramontana C, O'Shaughnessy P. Utilizing Standardized Order Sets to Improve the Care of the Septic Patient. *American College of Medical Quality Annual Meeting*, Washington DC, 2018 (poster presentation)

Golbin JM, Tramontana C, Kanaris K, Shannon C, Clark J, Soterakis J, Engellenner W, O'Shaughnessy P. System Approach to Successful Reduction of *C difficile*. *IHI /National Patient Safety Foundation Patient Safety Congress*, Boston MA, 2018 (poster presentation)

Publications (Selected highlights)

Original Articles

1. **Golbin JM**, Kalra S, Midthun DE. Image of the Month: Metastatic Lung Cancer to the Pancreas. *Journal of Thoracic Oncology* 2006;1:360-361
2. **Golbin JM**, Specks U. Part 2: Synopsis of B-lymphocyte Targeted Therapy of ANCA-Associated Vasculitis. *Clinical and Experimental Rheumatology* 2007;25:74-6
3. Hanak V, **Golbin JM**, Ryu JH. Causes and Presenting Features in 85 Consecutive Patients with Hypersensitivity Pneumonitis. *Mayo Clinic Proceedings* 2007;82:812-6
4. Kuzniar TJ, **Golbin JM**, Morgenthaler TI. Moving Beyond Empiric CPAP Trials for Central Sleep Apnea: Using a Multiple Modality Titration Study. *Sleep and Breathing* 2007;11:259-66
5. **Golbin JM**, Blanco R, Prakash U. A 57-Year-Old Man with End Stage Renal Disease and Chronic Cough. *Chest* 2008;133:1021-1024
6. Hanak V, **Golbin JM**, Hartman TE, Ryu JH. HRCT Findings of Parenchymal Fibrosis Correlate with Prognosis in Hypersensitivity Pneumonitis. *Chest* 2008;134:133-8
7. Cartin-Ceba R, **Golbin JM**, Yi ES, Prakash UB, Vassallo R. Intrathoracic Manifestations of Rosai-Dorfman Disease. *Respir Med* 2010;104:1344-9
8. Cartin-Ceba R, **Golbin JM**, Keogh KA, Peikert T, Sanchez-Menendez M, Ytterberg SR, Fervenza FC, Specks U. Rituximab for Remission Induction and Maintenance in Refractory Granulomatosis with Polyangiitis (Wegener's): Ten-Year Experience at a Single Center. *Arth Rheum* 2012;64:3770-8

*The University of the State of New York
Education Department
Office of the Professions*

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

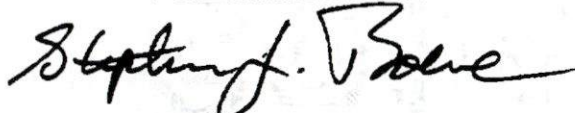
License Number: 232285-01

Certificate Number: 3482456

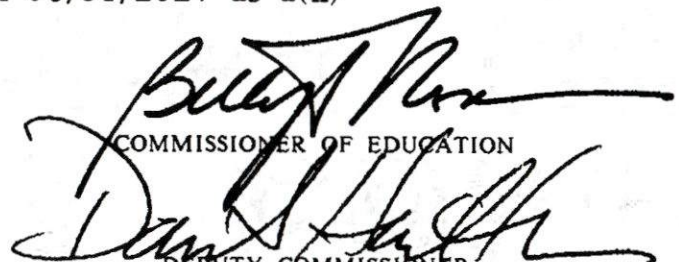
GOLBIN JASON MATTHEW

is registered to practice in New York State through 08/31/2027 as a(n)
PHYSICIAN

LICENSEE/REGISTRANT



EXECUTIVE SECRETARY



COMMISSIONER OF EDUCATION

DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit www.op.nysed.gov.

Review Articles

1. **Golbin JM**, Krowka MJ. Portopulmonary Hypertension. Clinics in Chest Medicine 2007;28:203-218
2. **Golbin JM**, Specks U. Targeting B Lymphocytes as Therapy for ANCA-Associated Vasculitis. Rheumatic Disease Clinics of North America 2008;33:741-54
3. Polychronopoulos V, Prakash U, **Golbin JM**, Edell ES, Specks U. Airway Involvement and Wegener's Granulomatosis. Rheumatic Disease Clinics of North America 2008;33:755-75
4. **Golbin JM**, Somers V, Caples SM. Obstructive Sleep Apnea, Cardiovascular Disease, and Pulmonary Hypertension. Proceedings of the American Thoracic Society 2008;5:200-06

Book Chapters

1. **Golbin JM**, Prakash U. Pulmonary Embolism. In: Murphy JG, Lloyd MA, eds. Mayo Clinic Cardiology: Concise Textbook. 3rd ed. Rochester: Mayo Clinic Scientific Press; 2007:913-928
2. **Golbin JM**, Torsher LC, Dunn WF. Use of Simulators for Critical Care Training. In: Rehm CG, Fuhrman TM, eds. 12th Critical Care Refresher Course – Society of Critical Care Medicine;2008:49-56
3. **Golbin JM**. Patient Experience and the CMO. In: The Chief Medical Officer's Essential Guidebook. American Association for Physician Leadership;2023:53-66

Affirmation of Fitness and Competency

By completing this form, you are aware that the NYS Department of Health will be conducting a detailed background review in order to determine fitness and competency in accordance with Article 30 of the NYS Public Health Law.

Emergency Ambulance Service, Inc
Name of EMS Agency

0841
NYS EMS Agency Code

CHS Ambulance Service, Inc
Full Name of Corporate Entity requiring F&C review as a new owner/operator

Garrett Havican
Full Name of Individual

CATHOLIC HEALTH COO,
CHS Ambulance Board Chair
Title

Address of the individual or corporate entity requiring F&C review as a new owner/operator

Social Security Number (this is not releasable under the provisions of FOIL)

Date of Birth

As the proposed new owner/operator of an EMS agency, I hereby certify that I am or have been a director, sponsor, principal, stock holder, operator or operations manager of one or more of the following in the past 10 years (Article 30 §3005[5]).

YES NO

- ☒ ☐ Emergency Medical Service certified by the NYS Department of Health, or equivalent in any other state.
- ☒ ☐ Hospital, long term care facility or other Article 28 facility licensed by the NYS Department of Health, or equivalent in any other state.
- ☐ ☒ Invalid coach (Ambulette) Service authorized by the NYS Department of Transportation or equivalent in any other state.
- ☐ ☒ Home or residence licensed by NYS or equivalent in any other state.
- ☐ ☒ Halfway house, hostel or residential facility or institution licensed by, or subject to the rules of the NYS Office of Mental Health (OMH) or Office of Mental Retardation and Developmental Disabilities (OMRDD), or equivalent in any other state.

→ If **NO** has been marked for all of the above, it indicates that there is no history of operating an entity identified in NYS Public Health Law; signing this affirmation is informational only and a testimony to the accuracy of the information provided.

→ If **YES** has been marked for any of the above, on an attached page, please provide the following information for each:

- Name of agency or facility
- Mailing address of facility or agency
- Name of Certifying or Licensing authority
- If applicable, a copy of license, certificate or identification number
- Individual position(s) held with start and end dates

REQUIRED ATTACHMENTS TO THIS AFFIRMATION

- Current resume or curriculum vitae
- Copies of any related licenses and certifications
- Listing of address of residence, or if less than 2 years, addresses of prior residences.

Certification of Competency

By completing and signing this affirmation, I certify that I have operated all of the agencies indicated, in compliance with all applicable statutes, rules, regulations and policies, specifically 10 NYCRR800.

Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

Full Name Garrett Havican
Signature [Signature] Date 10.14.2025

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

Further, I certify that, I am not, or was not subject to a state or federal administrative order relating to fraud, embezzlement or patient harm, including, but not limited to actions involving Medicare and or Medicaid.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of fitness.

Full Name Garrett Havican
Signature [Signature] Date 10.14.2025

Notary Public Affirmation and Acknowledgement

Notary Public Name Barbara Moran
Signature [Signature] Date 10.14.2025
BARBARA MORAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6337145
Qualified in Nassau County
My Commission Expires 02-16-2028

Please affix Notary Public Stamp or equivalent.

Affirmation of Fitness and Competency: *Gary Havican*

Catholic Health System of Long Island, Inc.

Positions Held:

- Executive Vice President and Chief Operating Officer, 2024 – Present

Good Samaritan University Hospital

Address: 1000 Montauk Highway, West Islip, NY 11795

Operating Certificate: 5154001H

License Authority: State of New York, DOH

Mercy Hospital

Address: 1000 North Village Avenue, Rockville Centre, NY 11570

Operating Certificate: 2909000H

License Authority: State of New York, DOH

St. Catherine of Siena Hospital

Address: 50 Route 25a, Smithtown, NY 11787

Operating Certificate: 5157003H

License Authority: State of New York, DOH

St. Charles Hospital

Address: 200 Belle Terre Road, Port Jefferson, NY 11777

Operating Certificate: 5149001H

License Authority: State of New York, DOH

St. Francis Hospital

Address: 100 Port Washington Boulevard, Roslyn, NY 11576

Operating Certificate: 2953000H

License Authority: State of New York, DOH

St. Joseph Hospital

Address: 4295 Hempstead Turnpike, Bethpage, NY 11714

Operating Certificate: 2952006H

License Authority: State of New York, DOH

Affirmation of Fitness and Competency: *Gary Havican continued*

Hartford HealthCare System, Inc. (CT)

Positions Held:

- President, Central Region; Senior Vice President, 2017 – 2024

The Hospital of Central Connecticut

Address: 100 Grand Street New Britain, CT 06052

Agency License: 000052

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- o President, 2017 – 2024
- o Vice President of Operations 2016 – 2017

Midstate Medical Center

Address: 435 Lewis Avenue, Meriden, CT 06451

Agency License: 000070

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- o President, 2017 – 2024
- o Vice President of Operations 2016 – 2017

American Ambulance Service, Inc.

Address: 1 American Way, Norwich, CT 06360

Agency License: L059P1

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- o Executive Sponsor, 2023 – 2024

Hartford HealthCare Emergency Medical Services, Inc.

Address: 540 Litchfield Road, Torrington, CT 06790

Agency License: 0143P1

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- o Executive Sponsor, 2020 – 2024

Hunter Ambulance Service, Inc.

Address: 450 West Main Street, Meriden, CT 06450

Agency License L080P1

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- o Executive Sponsor, 2021 - 2024

Affirmation of Fitness and Competency: Gary Havican continued

Middlesex Health

Address: 28 Crescent Street, Middletown, CT 06457

Agency License: 000069

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- Vice President, Strategic Planning and Ambulatory Operations, 2015 - 2016
- Vice President, Operations, 2012 – 2015
- Director, Cancer Center & Oncology Services, 2010 – 2012
- Administrative Director, Cancer Center, 2008 – 2010

Greenwich Emergency Medical Services

Address: 1111E Putnam Avenue, Riverside, CT 06878

Agency License: C057P1

License Authority: State of Connecticut, DPH, Office of EMS

Title/Position(s)

- Operations Manager, 2002 – 2004

Garrett C. Havican, DHSc, MBA, Pm, FACHE

PROFESSIONAL EXPERIENCE

4/24-Present

Catholic Health

Executive Vice President and Chief Operating Officer

10/17-3/24

HARTFORD HEALTHCARE

President, Central Region; HHC Senior Vice President

With 37,000 employees and total operating revenue of \$5.6 billion, Hartford HealthCare has cultivated a strong, unified culture of accountability and innovation. The “Central Region” of Hartford Healthcare consists of two acute care hospitals: The Hospital of Central Connecticut and MidState Medical Center on three campuses, Hunters Ambulance Service, a large cancer center, 4 ambulatory surgery centers, and multiple medical office practices throughout central Connecticut. In addition to operating revenue exceeding \$1.6 billion, the region employs nearly 5,000, is licensed for a combined 602 beds, and 3 Emergency Departments with nearly 160,000 total visits, and transitions over 30,000 patients annually.

Reporting to HHC system EVP/ COO; Immediate Responsibilities:

Chief Executive Officer of MidState Medical Center, the Hospital of Central Connecticut & Hunters Ambulance Service

- Responsible for HHC Central Region’s financial recovery from -0.86% to 7.04% margin in 5 fiscal years
- Increased overall market share by over 4.2% in 5 years in Central Region
- Led regional efforts to substantially reduce HAIs and increased “Leap Frog” scores from a C to two A’s in 3 years’ time.
- Leads system-wide EMS institute development, radiology services, and wound care services.
- Align closely with municipal leaders to meet the ever-changing needs of our communities.
- Strong relationships facilitated COVID-19 mitigation.

MidState Medical Center (MSMC): **“Healthgrades Outstanding Patient Experience Award Winner 2022, 2023”**; **CMS “5 Star Rating”**

- Developed CT Orthopedic Institute (COI) at MSMC increasing the volume of orthopaedic cases from 800 to over 5,000/ year.
- In 2023, COI achieved the highest volume of joint replacements in Connecticut.
- Increased market presence in contiguous communities and introduced services into new markets leading to market share growth.
- Exceeded census targets in ED, Med Surge, and in OR 6 years in a row maximizing capacity and requiring facility expansion.

Hospital of Central Connecticut (HOCC): **“Healthgrades Top 250 Best Hospitals in the Nation 2022, 2023”**

- 2023 Accredited as Level 3 Trauma Center exceeding predicted volume by over 500% in year 1.
- 2023 Recognized by Healthgrades as “Top 100 Hospitals for Spine Surgeries” (the only hospital in CT.)
- Led active recruitment and OR optimization efforts to increase OR volume by over 15% in 4 fiscal years.
- Drove revenue, margin, and volume to the highest levels in the past 25 years.

Hartford Healthcare Emergency Medical Services (EMS) Network

- Developed HHC EMS Network consolidating and standardizing EMS-related services throughout the HHC system.
- Acquired and assumed oversight of Hunters Ambulance Service (30 ALS Ambulances) as company President on 6/2/21.
- Acquired American Ambulance Service (28 ALS Ambulances) as executive sponsor on 6/1/23.
- In FY 23, HHC EMS Network exceeded \$90m net revenue, 900 colleagues, 8 EMS organizations, & training programs statewide.

Regional Vice President, Operations (9/16-10/17) Promotion

Reporting to HHC President COO

- Responsible for Regional Finance, Regional Operating Rooms, Ambulatory Surgery Centers, Laboratory, Radiology, Cancer Institute, Neuro Institute, Behavioral Health Institute, Heart & Vascular Institute, PT/ Rehabilitation, Facilities, Environmental, Food & Nutrition, Transport, Regional Wound Care, strategic planning & business development, Philanthropy, community relations, marketing.
- Supervised major multi-million-dollar renovation adding 5 new ORs, 2 hybrid labs, Central Sterile, PACU, and in-patient unit.
- Developed region-wide master facility plan and restructured capital process related to facility improvements.

1/08-9/16

MIDDLESEX HEALTH

Vice President Strategic Planning & Ambulatory Operations (7/15-9/16)

Middlesex Health is a not-for-profit, acute-care community teaching hospital located in Middletown, CT. It provides health care services to a large geographic area covering the 24 towns in Middlesex County and the lower Connecticut River Valley, with a combined population of over 265,000 people. The hospital is licensed for 275 beds and 22 bassinets.

Immediate Responsibilities:

- Health system strategic planning: developed MAYO Clinic Care Network partnership, ambulatory & business development.
- Departments include radiology, laboratory, physical medicine & rehabilitation, radiation oncology, Surgical Alliance (multi-specialty surgical group), cancer center, institutional review board, all out-patient services, physician/practice relations, internal logistics, and patient transport.
- Developed the following: LEAN/ Six Sigma department, administrative fellowship program, Middlesex Shoreline Medical Center Cancer Center, Middlesex Medical Group (MMG) Surgical Alliance, MMG dermatology clinic, Middlesex Hospital Ambulance Service, physician/practice relations department, centralized transportation department/ internal logistics team, and new business acquisition teams.

Vice President, Operations (1/12-7/15) Promotion

Director, Cancer Center & Oncology Services (1/10-1/12) Promotion

Administrative Director, Cancer Center (1/08-1/10)

- Operational Oversight: Cancer Center, breast center, radiation oncology, physics, & surgical sub-specialty clinic
- Developed multi-disciplinary programs in breast, lung, colorectal, prostate, kidney, bladder, GYN Onc & IM/Survivorship.

11/06-1/08

UNIVERSITY OF CONNECTICUT HEALTH CENTER; Farmington, CT.

Administrative Manager; Strategic Planning Department (1/06-1/08)

Neag Comprehensive Cancer Center Administrative Offices

- Direct oversight of the Cancer Center Administrative Offices and its employees
- Oversight of all financial aspects of the \$16 million budget including revenue/expenses, marketing, philanthropic giving & grants

- Development of operational, translational and research strategic plan for Cancer Center and bench science programs
- Develop organizational infrastructure to prepare the Cancer Center for subsequent National Cancer Institute (NCI) designation
- Direct supervision of Clinical Trials Office including employee supervision, recruitment, budgets, and industry negotiations.

3/04-11/06

HARTFORD HOSPITAL; Department of Trauma & Emergency Medicine, Hartford, CT.

Strategic Planning Coordinator/ Regional Unit Leader

- Responsibilities included: Strategic organizational emergency response planning for healthcare in the Northern CT.
- Liaison to the CT. DPH, CT. Hospital Assoc., Dept. of Emergency Mgt. and Homeland Security and other planning partners.
- Directed project development including Surge Capacity planning, Web application project management, Behavioral Health Response, inter-regional Hospital resource utilization, and Drill and Exercise Coordination.

10/02-3/04

GREENWICH EMERGENCY MEDICAL SERVICES; Greenwich, CT

Operations Manager

- Responsibilities included: Directing daily operations of citywide ambulance service.
- Head of strategy and planning and budgets for the organization including finding trends and forecasting growth opportunities.

4/01- 10/02

UNIVERSITY OF CONNECTICUT HEALTH CENTER/ CONNECTICUT DEPARTMENT OF PUBLIC HEALTH

State of Connecticut Clinical Coordinator-Connecticut DPH

- Responsibilities included: consultation with State agencies on pre-hospital advanced medical practices.
- Reviewed and revised current regulations and statutes for the Ct. DPH Office of Emergency Medical Service.
- Implement performance indicators used to track and trend statewide data and apply results to the "Best-Practices" model.

Mobile Intensive Care Coordinator-UCHC Dept. of Traumatology and Emergency Medicine (4/2001-10/2002)

- Responsibilities included: providing consultative services to the State of Connecticut Department of Public Health.
- Clinical Direction of 15 volunteer/municipal/Industrial/State EMS providers in 10 surrounding communities.
- Strategy, planning, and new business development initiatives for UCHC Emergency Department and Regional Paramedic program

9/97 – 4/01

WATERBURY HOSPITAL HEALTH CENTER; Department of Emergency Medicine, Waterbury, CT.

Emergency Medical Services Coordinator

- Responsibilities included: coordinating Emergency Medical Services for the Greater Waterbury area and the six contiguous communities (estimated population above 85K).
- Strategy, planning, and new business development initiatives for WHHC Emergency Department and Regional EMS programs

EDUCATION/CREDENTIALS

Academic

Degrees

- 2023 University of New Haven, New Haven, Ct.
Doctor of Health Sciences (DHSc)
- 2004 University of New Haven, New Haven, Ct.
Master of Business Administration (MBA)
- 1994 Western Connecticut State University, Danbury, Ct.
Bachelor of Arts, History

Professional

Certifications

- 2012 Villanova University, Villanova, PA
Certified Six Sigma Black Belt
- 2011 Central Connecticut State University, New Britain, Ct.
Green Belt Certificate-Six Sigma
- 2010 American College of Healthcare Executives, Chicago, IL.
Board Certification in Healthcare Management
Fellow, American College of Healthcare Executives
- 1994 State of Connecticut
Licensed Paramedic

APPOINTMENTS AND INSTRUCTORSHIPS

- Member: Central Connecticut State University Community Clinic Advisory Board
- Member: New Britain Recovers Executive Committee
- Member: University of New Haven School of Health Sciences Advisory Board
- Member: University of New Haven Paramedic Program Advisory Board
- President: (5/15-5/20) Connecticut Chapter of the American College of Healthcare Executives (CTAHE)
- Board Member: Connecticut Chapter of the American College of Healthcare Executives
- Appointed Member: The State of Connecticut; Governor's Certificate of Need Task Force
- Director: MidState Radiology/ MidState Imaging Centers
- Director: New Britain, CT. Chamber of Commerce, New Britain Boys and Girls Clubs, New Britain United Way
- Director: Southington United Way
- Director: Meriden/ MidState Chamber of Commerce
- Member: (2005) Association of Community Cancer Centers (ACCC), Association of Cancer Executives (ACE)
- Director/Instructor: (1995-2012) AHA Advanced Cardiac Life Support, Pediatric Advanced Life Support, BLS
- Chair: 2010: Middlesex Health Systems United Way Campaign.
- Chair: 2005-2009 American Heart Association, Emergency Cardiovascular Care Committee (New England Region)
- President/CEO: (2004-2008) Corporation, Board of Directors, East Haddam Volunteer Ambulance Association, Inc.
- Chairperson/Chief: Capitol Region Emergency Planning Committee Hospital Support Function (ESF8)
- Chairperson (fmr): Environment of Care Committee-Hazardous Materials and Emergency Preparedness-Waterbury Hospital
- Instructor: Hospital Emergency Incident Command System (HEICS).

AWARDS AND ACCOMPLISHMENTS

- 2023 Awarded “2023 Power 25 in Healthcare” Recognized as top 25 most influential healthcare leaders in Connecticut.
- 2023 Awarded “Halo Award” for providing compassionate leadership in healthcare “The Patient is You Foundation” (TPIU)
- 2021 Awarded Hartford Business Journal “C-Suite” Award for healthcare leadership in the Hartford Region of Connecticut
- 2020 Awarded Honorary Membership: Upsilon Pi Delta Honor Society University of New Haven
- 2018 Awarded CT ACHE Presidents Award for Leadership and Mentorship
- 2012 Awarded ACHE Regents Award for outstanding leadership/ healthcare management excellence.
- 2011 Awarded “Heart of Hospice, Pulse of Palliative” Recognition Award
- 2011 Awarded “Corporate Achievement Award” and “Top 10” for leadership in the Middlesex County United Way Campaign.
- 2011 Named “Hometown Hero” by the Hartford Courant for community leadership and philanthropic initiatives.
- 2010 Awarded “Volunteer Leadership Award” by the American Heart Association Emergency Cardiovascular Care Committee
- 2006 Lecture: “Top Off III: A Hospital Response”. National Environmental Health Conference; San Antonio, Tx.
- 2005 Lecture: “Marketing your Community Training Center”, American Heart Association Northeast affiliate; Worcester, MA.
- 2005 Awarded a “Public Service Award” by CT Secretary of State Susan Bysiewicz for Community Service
- 2004 Chosen as UNH EMBA “Success Story” by Dr. Parbadyul Singh, Ph.D.; Associate Dean, UNH School of Business
- 2004 Awarded “Outstanding Service Award” Hartford Hospital Lead Planner for the Federal Top Officials Exercise, April 2004
- 2003 Awarded the “First Selectman’s Award” Town of Greenwich for incident mitigation during the town “Black Outs”
- 1996 Awarded the “Member of the Year” (1996) for Wolcott Volunteer Ambulance.
- 1994 Awarded Excellence in Field Internship for Yale Sponsored Hospital Paramedic Program.
- 1992-1993 Served as President and Alumni Chapter Advisor, Sigma Chi International Fraternity

PUBLICATIONS AND THESIS

Havican, Garrett C., "Factors Associated with Referral to Genetic Testing Among Patients at High Risk of Cancer" (2023). *Health Science Doctoral Thesis*. 5. <https://digitalcommons.newhaven.edu/healthscidocthesis/5>

Havican G., Popovitch, K., Weiss, R., (2023) An Innovative Approach to Addressing Staffing Challenges: General Operations Associates. <https://www.ache.org/blog/2023/an-innovative-approach-to-addressing-staffing-challenges-general-operations-associates>

McIsaac, J., **Havican, G.**, (2006). et al., Hospital Preparation for Bioterror: A Medical and Biomedical Systems Approach; Hospital Large Scale Drills” Hospital Preparation for Bioterror. 10.1016/B978-0-12-088440-7.X5000-9.

Havican G., et al., (1993) Danbury Hatters Project Papers, subject: Barnes, William. Western Connecticut State University Archives and Special Collections. https://archives.library.wcsu.edu/public/repositories/3/archival_objects/6429

WALLET CARD

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME

GARRETT HAVICAN

VALIDATION NO.

03-166537

LICENSE NO.

000453

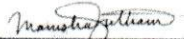
CURRENT THROUGH

11/30/25

PROFESSION

PARAMEDIC

SIGNATURE



COMMISSIONER

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Emergency Ambulance Service, Inc.
Name of EMS Agency

0841
NYS EMS Agency Code

CHS Ambulance Service, Inc.
Full Name of Corporate Entity requiring F&C review as a new owner/operator

Joseph Lamantia
Full Name of Individual

CATHOLIC TEAM SUP,
CHS AMBULANCE BANG MEMBER
Title

Address of the individual or Corporate Entity requiring F&C review as a new owner/operator

Social Security Number (this is not releasable under the provisions of FOIL)

Date of Birth

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- Name of Certifying or Licensing authority
- If applicable, a copy of license, certificate or identification number
- Individual position(s) held with start and end dates

REQUIRED ATTACHMENTS TO THIS AFFIRMATION

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- Listing of address of residence, or if less than 2 years, addresses of prior residences.

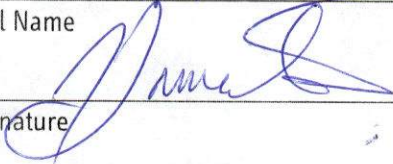
Certification of Competency

By completing and signing this affirmation, I certify that I have operated all of the agencies indicated, in compliance with all applicable statutes, rules, regulations and policies, specifically 10 NYCRR800.

Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

Joseph Lamantia
Full Name


Signature

10.14.2025
Date

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

Further, I certify that, I am not, or was not subject to a state or federal administrative order relating to fraud, embezzlement or patient harm, including, but not limited to actions involving Medicare and or Medicaid.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of fitness.

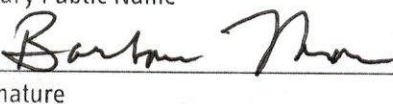
Joseph Lamantia
Full Name


Signature

10.14.2025
Date

Notary Public Affirmation and Acknowledgement

Barbara MORAN
Notary Public Name


Signature

BARBARA MORAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6337145
Qualified in Nassau County
My Commission Expires 02-16-2028

10.14.2025
Date

Please affix Notary Public Stamp or equivalent.

Affirmation of Fitness and Competency: *Joseph Lamantia*

Catholic Health System of Long Island, Inc.

Positions Held:

- Executive Vice President and Chief Strategy and Growth Officer, 2025 – Present

Good Samaritan University Hospital

Address: 1000 Montauk Highway, West Islip, NY 11795

Operating Certificate: 5154001H

License Authority: State of New York, DOH

Mercy Hospital

Address: 1000 North Village Avenue, Rockville Centre, NY 11570

Operating Certificate: 2909000H

License Authority: State of New York, DOH

St. Catherine of Siena Hospital

Address: 50 Route 25a, Smithtown, NY 11787

Operating Certificate: 5157003H

License Authority: State of New York, DOH

St. Charles Hospital

Address: 200 Belle Terre Road, Port Jefferson, NY 11777

Operating Certificate: 5149001H

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St. Francis Hospital

Address: 100 Port Washington Boulevard, Roslyn, NY 11576

Operating Certificate: 2953000H

License Authority: State of New York, DOH

St. Joseph Hospital

Address: 4295 Hempstead Turnpike, Bethpage, NY 11714

Operating Certificate: 2952006H

License Authority: State of New York, DOH

JOSEPH T. I. AMANTIA

PROFESSIONAL SUMMARY

SENIOR HEALTHCARE EXECUTIVE

Accomplished healthcare executive with extensive knowledge of population health, health system/hospital administration and financial operations. Highly effective resource manager, consensus-builder, and team facilitator with over 25 years of progressive management experience. Skilled in leading organizations through change, growth, and improved performance by applying diverse qualifications in strategic planning, program development, quality improvement, patient care management and community engagement. Professional accomplishments measured by improved operations, growth in revenue, enhanced patient outcomes, and management of costs despite limited budgets and highly competitive, regulated markets.

MANAGEMENT QUALIFICATIONS

- ▶ Population Health Management
- ▶ Strategic & Operational Planning
- ▶ Leadership & Workforce Development
- ▶ New Program Development & Implementation
- ▶ Data Analytics and Risk Stratification
- ▶ Forecasting, Financial Modeling & Budgeting
- ▶ Physician Partnerships & Network Development
- ▶ Ambulatory Practice Transformation
- ▶ Patient & Provider Engagement
- ▶ P&L Oversight & Financial Management
- ▶ Hospital Operations Management
- ▶ Facilities Planning, Construction & Management

PROFESSIONAL EXPERIENCE

EXECUTIVE VICE PRESIDENT/CHIEF STRATEGY AND GROWTH OFFICER September 2025-Present

Catholic Health

Rockville Centre/Melville, New York

EXECUTIVE VICE PRESIDENT/CHIEF TRANSFORMATION OFFICER

March 2022-September 2025

Northwell Health

Lake Success, New York

SENIOR VICE PRESIDENT, EASTERN REGION

November 2019–March 2022

Responsible for strategic planning, practice optimization and management of Eastern Region ambulatory operations. Includes business development, network integration and profit and loss responsibility of roughly 150 locations, 500 providers and 2,000 FTEs with total annual revenues of approximately \$550 million.

Key Results & Accomplishments

- ▶ ***Organizational Structure:*** Designed and implemented Health Systems first regional ambulatory operations leadership structure as part of overarching strategy to enhance support at the local level. Change involved transition from multiple service lines teams to one regional team allowing for significant reduction in variability and enhanced operational efficiencies.
- ▶ ***Strategic Planning:*** Designed individual market “delivery system” strategies addressing composition of provider network and integration of all Health System assets. Plans include clinical program development, new business development, physician recruiting, real estate development and partnership with CBO's and FQHC's.

- ▶ **Access and Throughput:** Chair Health System Access and Throughput Committee composed of senior leadership team members charged with devising strategies to improve access during COVID recovery and beyond. Initiatives included plans for targeted proactive patient outreach, direct patient scheduling between physician offices and direct scheduling between Hospital/Urgent Care and physician offices yielding over 15,000 appointments in 2021. Plans also included the redesign and reconfiguration of multiple call services and centers to reduce variability and improve KPI's.
- ▶ **Practice Transformation:** Deploying strategies geared towards proactive high touch patient engagement to improve patient connectivity. Initiatives are helping to increase annual wellness visits and the management of chronic conditions yielding increase visit volume, reduction of gaps in care and decrease in avoidable hospital use.

**VICE PRESIDENT FOR POPULATION HEALTH MANAGEMENT
EXECUTIVE DIRECTOR FOR HEALTH SOLUTIONS**

June 2017– November 2019

Oversee strategy and operations for supporting Northwell's value-based care objectives including the development and enhancement of Northwell's care management organization comprising accountable care analytics, physician and patient engagement, care coordination, performance management, network development and services to navigate and coordinate care in a clinically integrated delivery network.

Key Results & Accomplishments

- ▶ **Population Health Management:** Develop and oversee care management infrastructure built to support a mix of full risk and shared savings programs across multiple governmental and commercial populations totaling approximately 500k lives. Manage and develop a workforce of approximately 300 FTE's inclusive of licensed professional and administrative staff across numerous programs and functions including, practice-based, hospital-based and home-based care management, analytics, gaps in care, disease management, clinical call center, CDIP and a New York State Health Home.
- ▶ **Value-Based Care:** Directed outreach and engagement efforts leading to the successful enrollment of roughly 30k high/rising risk individuals in 2018, totaling approximately \$15m in savings and quality bonuses to the Health System. Key programmatic highlights include:
 - BPCI/CJR positive reconciliation of \$3.9m including a 43.5% and 32.5% reduction in 90-day readmission rate for CT surgery and CJR cases respectively and a 35.8% increase in discharge to home rate
 - Next Gen ACO shared savings of \$900k across 6,000 lives
 - CMS Independence at Home Demonstration Program best in nation performance yielding a 29.5% saving rate and \$3.4m total cost of care savings
 - Medicaid and HARP improved risk pool performance driven by 44.7% reduction in admits/1000 and 27.3% reduction in ED visits/1000 yielding a PMPM cost reduction of 48.5% for a targeted cohort of members
 - Employee Health Plan readmission reduction of 21% yielding approximately \$1m in savings
 - CMS Stars readmission reduction efforts leveraged transitional care management program to achieve 6.5% improvement for targeted diagnosis (AMI, HF, CABG, COPD, Pneumonia and elective THA/TKA)
- ▶ **Payor and Governmental Relations:** Responsible for operationalizing all value-based payment arrangements with commercial payor's and governmental entities. Includes the establishment of standing leadership meetings with payors to review performance and partner on initiatives for improvement. Examples include the development of programs geared towards advanced illness, behavioral health, SUD, gaps in care and non-utilizer populations. Serve as lead Executive and liaison to the NYS DOH for participation in DSRIP (Delivery System Reform Incentive Payment Program). Responsible for all DSRIP related strategy, program development and operations yielding \$154m in award payments to date.

- ▶ **Network Development:** Oversee the curation of “High-Value” provider networks to improve Health System and aligned physician’s ability to maximize performance in shared savings, shared/full risk, and quality incentive-based programs. Includes the development of tools and dashboards, utilizing data (claims, attribution, clinical) to identify provider selection for participation. Collaborate with clinical leadership on physician alignment strategies and the development of incentive models. Recent activity includes the development of networks for a Medicaid full risk product, Medicare Advantage, Bundles and Direct to Employer contracted network.

STONY BROOK MEDICINE

Stony Brook, New York

CHIEF OF OPERATIONS FOR POPULATION HEALTH

November 2014– June 2017

EXECUTIVE DIRECTOR FOR THE SUFFOLK CARE COLLABORATIVE PPS

Responsible for leading Stony Brook Medicine’s initiative to advance population health and become a leader in the arena of population health management. Develop the infrastructure (people, process and technology) required to enhance value throughout the organization and achieve the goals associated with the New York State Medicaid Redesign program, the Delivery System Reform Incentive Payment Program (DSRIP) for the 437k lives attributed to Suffolk County.

Key Results & Accomplishments

- ▶ **Setting the Vision:** Shaped the strategy and vision for how Stony Brook would develop and deploy the required infrastructure and network necessary for achieving the goals associated with DSRIP and build a foundation that will serve population health endeavors beyond DSRIP. Operationalized and led a new division of Stony Brook Medicine that focuses on Population Health Management.
- ▶ **DSRIP Oversight:** Led the formation of a functional county-wide Performing Provider System (PPS) which included the establishment of a formal governance structure, a network of over 500 partner organizations and a Central Service Organization to coordinate all DSRIP related activity and serve as the management function to the PPS. For Demonstration Year 1, the PPS is one of three Statewide that were awarded 100% of all achievement values, realizing the full Year 1 reimbursement available of \$40.2m.
- ▶ **Team and Infrastructure:** Developed the organizational structure to include four core functions; Project Management, HIT, Care Coordination and Provider/Community Engagement that ultimately transcended into a population health management service organization (PHMSO). Recruited a leadership team based upon expertise and chemistry that includes a Medical Director, Sr Director for PMO, Sr Director of Network Development & Performance Management and a Sr Director of Care Management & Coordination.
- ▶ **Population Health Management:** Designed and built PHMSO to serve as a foundation for value-based care. These core elements include data analytics, care management, performance management and provider engagement. The PHMSO performs the following functions.
- ▶ **Network Development and Physician Alignment:** Organized a PPS network consisting of 400 PCP’s, 11 Hospitals, 38 SNF’s, 340 Behavioral Health Providers and over 60 Community Based Organizations. Developed provider contracts for participation in DSRIP that includes performance-based incentives and support for services to help provider’s transition to value-based payment (VBP). Developed a high touch provider engagement model to help position providers for success in DSRIP and other VBP endeavors.
- ▶ **Patient and Community Engagement:** Developed a care management organization along with the necessary systems and processes for identifying, engaging, and managing high risk and rising risk individuals. Have directly connected with over 2,000 high-risk individuals through a heavy touch embedded PCP and Hospital model. Coordinate the connectivity to 60 CBO’s to help address barriers associated with social determinants.

- ▶ **Communications and Reporting:** Serve as the primary liaison to the DOH for DSRIP and the Population Health representative for Stony Brook Medicine. Have maintained a strong working relationship with all Suffolk Provider CEO's, CBO Leadership and Governmental Agencies. Additionally, have served on numerous occasions as a keynote speaker, panelist, or moderator. Events include but not limited to: HFMA (the Healthcare Finance Management Association), CMSA (the Care Management Society of America), PCDC (the Primary Care Development Corporation), HLNY (the Health Leaders of New York), NYHIMA (New York Health Information Management Association) and America Essential Hospitals. Have conducted dozens of Population Health/DSRIP related presentations to community-based organizations, colleges, and medical staff societies.

SOUTH NASSAU COMMUNITIES HOSPITAL

Oceanside, New York

EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER

February 2008– November 2014

Provided the strategic and operational leadership for a 435-bed Acute Care Hospital within a service area that encompasses a population of over 900,000 residents. Day to day management of patient care services (totaling 22,000 discharges and 65,000 emergency room visits annually), oversight of approximately 3,000 employees, and accountability for annual revenues in excess of \$400 million. Primary responsibilities include focus on all aspects affecting the Hospital's profit and loss statement, oversight of the patient care and quality management structure, direction for programmatic growth and clinical service line development, physician alignment initiatives, and facilities management. Serve as a chair on several Hospital Based committees and participates as staff advisor at Board of Director committee meetings.

Key Results & Accomplishments

- ▶ **Strategic Planning & Goal Setting:** Facilitated the development of the Hospital Strategic Plan and work collaboratively with the senior team towards the establishment of performance targets, cascading goals and the implementation of operational plans to assure South Nassau's continued success by appropriately positioning the Hospital to serve the needs of the community.
- ▶ **Table of Organization & Recruitment:** Serving alongside the CEO, assist in the ongoing development of hospital-wide reorganization of management to ensure continued improvements in the quality, organizational growth, and financial profitability. Administer the rollout of the Table of Organization and actively participated in the promotion of internal candidates and recruitment of external candidates to support the Hospital's goals and objectives. Key recruits include a CMO, CNO, VP of Network Development & Physician Services, VP of Nursing, AVP of EMR/HIM, Service Line Administrator's for Cancer, Surgery, Cardiology, Orthopedics and Behavioral Health and multiple clinical leadership positions including the Chairman of Anesthesiology, Chairman of Obstetrics and Gynecology and the Associate Director of Interventional Cardiology.
- ▶ **Organizational Distinction:** Achieved Magnet designation in 2014. Ranked 19th by the 2014 US News and World Report on "Best Hospitals" in the NY Metro Area and 18th in NY State. Recognized by The Joint Commission in 2013 as a *Top Performer on Key Quality Measures* for attaining and sustaining excellence in accountability measure performance, representing 33% of all Joint Commission-accredited hospitals reporting performance data for 2012.
- ▶ **Cost Reduction:** Initiated multiple cost containing initiatives geared towards the enhanced management of labor expense and reduction of waste associated with daily workflow processes. Savings have totaled in excess of \$3 million annually.
- ▶ **Utilization Management:** Established a hospital wide focus on utilization management that resulted in the reduction of 6,000 excess days, reducing average med/surg length of stay from 6.8 to 4.9 and creating bed capacity for programmatic and inpatient admission growth. Discharges were increased roughly 9% (1,600 discharges) during the same time period.
- ▶ **Establishment & Direction of Operational Committees:** Established and led multiple operational committees focused on enhancing operational efficiencies, quality, and patient service. Noted results included a 50% reduction in ED length of stay, 87% reduction in hospital diversion, 50% improvement in OR first start times and 40% increase in block time utilization.
- ▶ **Supply Chain Management:** Led a full-scale supply chain initiative that yielded an annual savings of 7 million dollars per year. Project entailed a detailed assessment of all aspects of the supply chain including pricing,

utilization, standardization, and process. Additionally, a Value Analysis Team structure was developed to ensure sustained savings and continued supply chain improvement.

- ▶ **JCAHO Survey & Disease Specific Certificates:** Assure ongoing JCAHO preparedness and led management team's efforts through two successful JCAHO five-day surveys (2008 and 2011) as measured through limited number of RFI's. Established Joint Commission Disease Specific Certification as a hospital wide priority achieving certification for Knee Replacement, Hip Replacement, Stroke, End Stage Renal Disease, Heart Failure, Wound Care, Bariatric Surgery and AMI.
- ▶ **Physician Alignment:** Developed and strengthen relationships with community-based physicians through a formal physician's relationship strategic initiative including the development of a Physician Services department. Increased analytics to assess the market and key physicians, establish a greater field presence and implement a Physician Hospital Organization (PHO) with the goal of establishing a clinically integrated organization.
- ▶ **Operational Efficiency:** Led initiative to introduce and incorporate LEAN methodology as a management tool for enhancing operational efficiencies. Initiative included building hospital wide awareness of LEAN methodology, select and train facilitators and developed processes for project selection. Targeted projects yielded improvements in ED throughput, bed turnaround time, OR cancellation rates and first starts.
- ▶ **Service Excellence:** Worked to create and continually enhance a culture of service excellence and one of exceeding expectations to improve patient, physician, and visitor satisfaction. Efforts include orienting new employees twice a month to service excellence expectations, establishment of a Service Excellence Steering Committee composed of Leadership and staff, and the successful roll out of multiple Studer tools used in top performing organizations (leadership rounds, AIDET, peer interviews, communication boards, etc.).
- ▶ **Facility Planning:** Coordinate efforts related to Master Facility Planning in excess of \$200 million and multiple Certificate of Need submissions. Worked with senior administration on all planning aspects, related needs assessment, contractor selection, project scope and timeline.
- ▶ **Electronic Medical Record:** Provided oversight and participate in process to install an Electronic Medical Record (EMR) and ensure that the hospital is positioned to achieve Stage 1 Meaningful Use. Process included a readiness assessment, vendor selection and negotiation, consultant selection and negotiation, development of an organizational structure to manage implementation and ongoing assessment of risks, resources, and adherence to project timeline. Currently attesting to Stage 2 Meaningful Use.
- ▶ **Employee Satisfaction:** Led the development of a formal structure for employee recognition and reward. Results include a 25% increase in employee satisfaction, multiple employee and unit recognition ceremonies and listed in Becker's Hospital Review top 100 Hospitals to Work in the US.
- ▶ **LIHN Leadership:** Participate in Long Island Health Network (LIHN) Executive Committee and serve as Chair for the LIHN of Chief Operating Officers Committee. Committees charge is to review and evaluate best practice operational strategies across the LIHN network and recommend opportunities for network wide efficiencies.
- ▶ **Clinical Affiliations:** Foster meaningful relationships with Clinical Affiliation partners and work to achieve programmatic objectives. Affiliation examples include LIHN, North Shore Manhasset Hospital, Cohen's Children's Hospital, Long Beach Hospital, Winthrop, Mount Sinai, and Residency Rotations with St. John's & NUMC.
- ▶ **Relationship with Community Based Organization:** Serve as South Nassau liaison for multiple events sponsored by local Chambers of Commerce, Civic Associations, EMS, and other community-based organizations.

NORTH SHORE LONG ISLAND JEWISH HEALTH SYSTEM

June 1999 – February 2008

Great Neck, New York

EXECUTIVE DIRECTOR

January 2004– February 2008

Franklin Hospital Medical Center, Valley Stream, New York

DEPUTY EXECUTIVE DIRECTOR

October 2002 – January 2004

Franklin Hospital Medical Center, Valley Stream, New York

- ▶ Responsible for all aspects of the daily operations for a 255 Acute Care Hospital with over 1,200 employees with annual revenues more than \$100 million. Developed and managed a three-year turnaround initiative.
- ▶ Responsible for developing and updating financial and strategic plans, establishing short and long term goals, measurable objectives, and time frames for implementation.
- ▶ Develop meaningful partnerships with physicians and work to instill an atmosphere of trust and cooperation.

- ▶ Diligent and constant focus towards exceeding patient expectations. Two-time winner of the Press Ganey Compass award for most improved patient satisfaction in the country.
- ▶ Work to establish and maintain a corporate culture that is based upon pride, ownership, and accountability.
- ▶ Planned for and managed over \$20 million in capital improvements which include renovated and new Operating Room suites, renovated Patient Units, renovations to Emergency Department, and general facility upgrades.
- ▶ Identified and managed Revenue Cycle initiatives yielding over \$2 million in recoveries and over \$5 million related towards improvements to front end data collection, documentation and coding, charge capture, billing and collection practices and profession part B billing.

ASSOCIATE EXECUTIVE DIRECTOR FOR FINANCE

October 2000 – October 2002

North Shore University Hospital @ Plainview, Plainview, New York

- ▶ Assisted Executive Director in the development of a Strategic Turnaround Plan consisting of targeted revenue drivers and expense drivers. Plan assisted in achieving an operational gain of \$1.1 million in 2001 from losses of \$3.9m in 2000 and \$8.4m in 2002.
- ▶ Prepared annual hospital budgets for submission and presentation to Health System Board of Trustees.
- ▶ Directed the implementation of financial policies, programs, and monitors to help support the management of hospital operating budget.
- ▶ Worked closely with departmental managers on managing and justifying expenses.
- ▶ Organized and implemented Family Practice residency program consisting of 25 physician positions
- ▶ In addition to Finance, provided administrative oversight for the following departments: Communications, Patient Access Services, Food and Nutrition, and Materials Operations.

PROJECT MANAGER – CLINICAL AND CONSULTING SERVICES

June 1999 – October 2000

North Shore Long Island Jewish Health System, Great Neck, New York

- ▶ Function as a resource to the Health System and Hospital's senior management teams on special projects focusing on the identification of revenue enhancement and cost savings opportunities
- ▶ Serve as an internal consultant with extensive involvement in the integration of clinical services and programs and product line development.
- ▶ Identified and implemented a financial plan for Health Systems Center of Emergency Medical Services that yielded \$1 million in accelerated cash.
- ▶ Developed one organizational structure and consolidated financials for the integration of the LIJ Faculty Practice Plan and the North Shore University Hospital Clinical Practice Plan.
- ▶ Developed the framework for the organization and structure of a System Wide Pharmacy and Therapeutic Committee. System Committee would prove to leverage pharmaceutical clinical expertise and ultimately becoming the forum for the development of a System Wide formulary.
- ▶ Conducted an Operational Assessment for an Acute Care Hospital's inpatient rehabilitation service. Assessment included a detailed departmental assessment, identification of critical workflow processes and recommendations to enhance efficiencies.

ERNST & YOUNG, LLP

September 1997 – June 1999

*New York***SENIOR CONSULTANT**

- ▶ Served as project manager for a New England based multi-hospital Health System embarking upon a post-merger integration initiative. Responsible for managing the production of work products as well as the day-to-day client relations for two main initiatives; premium management (risk contracting) and medical management (excess days reduction and denials management).
- ▶ Developed a Medicaid managed care strategy for a New York City Health System. Project included a detailed market analysis, review of the Systems current capacity to treat the Medicaid population and identifying the financial impact that mandatory Medicaid managed care will have on the system.

- ▶ Managed a Service Line development initiative for a Long Island based Health System. Initiative involved developing an approach that enabled the System to provide services and develop programs at the system-wide level. Service Line areas included behavioral health, rehabilitation, and senior services.
- ▶ Assisted a Southern based multi-hospital system in developing and implementing a process to promote effective partnerships that achieve mutual physician-hospital goals related to medical management and patient volume growth. Plans to foster this partnership included an incentive compensation program linked to quality and cost efficiencies, vehicles to allow meaningful physician participation in system governance, and the pursuit of income-generating joint venture projects.
- ▶ Performed detailed financial analysis associated with a supply chain initiative that identified over \$20 million in savings opportunities for a Long Island health system. Analysis focused on price leveling, product standardization, and matrix management.

LONG ISLAND JEWISH MEDICAL CENTER

February 1992 – September 1997

*New Hyde Park, New York***SENIOR COORD. MANAGED CARE/NETWORK DEVELOPMENT**

April 1994 – September 1997

Long Island Jewish Medical Center

- ▶ Responsible for increasing Medical Centers managed care referral base by developing meaningful relationships with managed care organizations and successfully negotiating hospital, physician, ancillary, and Centers of Excellence agreements. Negotiated IPA risk arrangements managed through Medical Centers MSO. Developed strategic partnerships required for network distribution.

FINANCIAL SYSTEM COORDINATOR

December 1992 – April 1994

Long Island Jewish Medical Center

- ▶ Created and managed a central repository of information accessed and reported through various programming languages to meet the reporting requirements of the department of Finance.
- ▶ Functioned as liaison between the Department of Finance and Information.
- ▶ Assisted in developing budget packages, year-end reports, institutional cost reports.

BUDGET ANALYST

January 1992 – December 1994

Long Island Jewish Medical Center

- ▶ Assisted in the formulation, reporting and analysis of the operating budget in a \$41 million teaching affiliation.
- ▶ Identified variances in departmental budgets and recommended corrective solutions
- ▶ Prepared audit samples for review by internal and external auditors

EDUCATION**HOFSTRA UNIVERSITY**, Uniondale, New York.

Master of Health Administration, May 1993

STATE UNIVERSITY COLLEGE AT CORTLAND, Cortland, New York.

Bachelor of Science, Concentration in Health Care Administration, May 1990

Affirmation of Fitness and Competency

By completing this form, you are aware that the NYS Department of Health will be conducting a detailed background review in order to determine fitness and competency in accordance with Article 30 of the NYS Public Health Law.

Emergency Ambulance Service, Inc
Name of EMS Agency

0841
NYS EMS Agency Code

CHS Ambulance Service, Inc
Full Name of Corporate Entity requiring F&C review as a new owner/operator

Patrick Minicus
Full Name of Individual

CATHOLIC HEALTH CFO.
CHS AMBULANCE BOARD MEMBER
Title

Address of the Individual or Corporate Entity requiring F&C review as a new owner/operator

Social Security Number (this is not releasable under the provisions of FOIL)

Date of Birth /

As the proposed new owner/operator of an EMS agency, I hereby certify that I am or have been a director, sponsor, principal, stock holder, operator or operations manager of one or more of the following in the past 10 years (Article 30 §3005[5]).

YES NO

- ☐ ☒ Emergency Medical Service certified by the NYS Department of Health, or equivalent in any other state.
- ☒ ☐ Hospital, long term care facility or other Article 28 facility licensed by the NYS Department of Health, or equivalent in any other state.
- ☐ ☒ Invalid coach (Ambulette) Service authorized by the NYS Department of Transportation or equivalent in any other state.
- ☐ ☒ Home or residence licensed by NYS or equivalent in any other state.
- ☐ ☒ Halfway house, hostel or residential facility or institution licensed by, or subject to the rules of the NYS Office of Mental Health (OMH) or Office of Mental Retardation and Developmental Disabilities (OMRDD), or equivalent in any other state.

→ If **NO** has been marked for all of the above, it indicates that there is no history of operating an entity identified in NYS Public Health Law; signing this affirmation is informational only and a testimony to the accuracy of the information provided.

→ If **YES** has been marked for any of the above, on an attached page, please provide the following information for each:

- Name of agency or facility -
- Mailing address of facility or agency
- Name of Certifying or Licensing authority
- If applicable, a copy of license, certificate or identification number
- Individual position(s) held with start and end dates

REQUIRED ATTACHMENTS TO THIS AFFIRMATION

- Current resume or curriculum vitae
- Copies of any related licenses and certifications
- Listing of address of residence, or if less than 2 years, addresses of prior residences.

Certification of Competency

By completing and signing this affirmation, I certify that I have operated all of the agencies indicated, in compliance with all applicable statutes, rules, regulations and policies, specifically 10 NYCRR800.

Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

Patrick Minicus

Full Name

Patrick Minicus

Signature

10.14.2025

Date

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

Further, I certify that, I am not, or was not subject to a state or federal administrative order relating to fraud, embezzlement or patient harm, including, but not limited to actions involving Medicare and or Medicaid.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of fitness.

Patrick Minicus

Full Name

Patrick Minicus

Signature

10.14.2025

Date

Notary Public Affirmation and Acknowledgement

BARBARA MORAN

Notary Public Name

Barbara Moran

Signature

BARBARA MORAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6337145
Qualified in Nassau County
My Commission Expires 02-16-2028

10.14.2025

Date

Please affix Notary Public Stamp or equivalent.

Affirmation of Fitness and Competency: *Patrick Minicus*

Catholic Health System of Long Island, Inc.

Positions Held:

- Executive Vice President and Chief Financial Officer, 2022 – Present
- Senior Vice President of Corporate Finance & Treasurer, 2019 – 2022
- Vice President of Strategic and Financial Planning, 2017 – 2019

Good Samaritan University Hospital

Address: 1000 Montauk Highway, West Islip, NY 11795

Operating Certificate: 5154001H

License Authority: State of New York, DOH

Mercy Hospital

Address: 1000 North Village Avenue, Rockville Centre, NY 11570

Operating Certificate: 2909000H

License Authority: State of New York, DOH

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Address: 50 Route 25a, Smithtown, NY 11787

Operating Certificate: 5157003H

License Authority: State of New York, DOH

St. Charles Hospital

Address: 200 Belle Terre Road, Port Jefferson, NY 11777

Operating Certificate: 5149001H

License Authority: State of New York, DOH

St. Francis Hospital

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Operating Certificate: 2953000H

License Authority: State of New York, DOH

St. Joseph Hospital

Address: 4295 Hempstead Turnpike, Bethpage, NY 11714

Operating Certificate: 2952006H

License Authority: State of New York, DOH

Patrick C. Minicus

Healthcare Finance Executive

Distinguished healthcare leader with a record of achieving successful financial results, leading and motivating teammates, executing complex transactions and partnering with leadership to ensure strategic goals are accomplished.

Core Proficiencies

Financial Management	Treasury and Debt Management
Revenue Cycle Management	Operational Performance Improvement
Physician Group Financial Management	Strategic Planning Payor
Contracting	Mergers and Acquisitions

Professional Experience

Catholic Health, Rockville Centre, NY

Executive Vice President and Chief Financial Officer

Senior Vice President of Corporate Finance & Treasurer

Vice President of Strategic and Financial Planning

Vice President of Strategic and Financial Planning

December 2022 – Present

March 2019 – December 2022

November 2017 – February 2019

January 2017 – October 2017

Catholic Health is an integrated health care system with \$3.0 billion in net revenues and includes six acute care hospitals, three skilled nursing facilities, a multi-specialty employed physician group, a large independent physician association, a regional home care and hospice company and several other affiliated entities.

Responsibilities:

- Providing overall direction, leadership and strategic management of the following departments: accounting and financial reporting, revenue cycle, budget and decision support, medical group financial operations and revenue cycle, and treasury and debt management.
- Provided direct supervision of the strategic planning division including strategy, planning, service line support, financial planning and master facility planning.

Major accomplishments:

- Partnered with the CFO and executive leadership on a multi-year operating margin improvement initiative which resulted in sustained profitable operating results and an upgrade in our Fitch and S&P ratings from BBB to A-.
- Completed three capital debt financings in 2020 and 2021, including a \$400 million taxable financing in 2020 at a fixed interest rate of 3.37%.
- Led the finance COVID-19 response securing \$330 million in CARES ACT funding, \$328 million in accelerated payments from Medicare and Medicaid Services and documented \$35+ million in Federal Emergency Management Agency eligible reimbursements.

- Reorganized the corporate finance division to modernize, streamline and enhance financial reporting to senior management and the Board of Directors and created a structure that enabled the strategic goal of designing and implementing Strata across Catholic Health.
- Led the implementation of Strata Performance Management Reporting which provides management with labor and non-labor flexed targets based on bi-weekly volumes. This implementation will support our strategic goal of transitioning to dynamic budgeting and rolling forecasting.
- Led the conversion of the decision support system from EPSI to Strata which allows for seamless integration of data and reporting across our various Strata modules.
- Improved the efficiency and effectiveness of the medical group's revenue cycle department resulting in a five percent growth in collections.
- Led the senior management team in the development of Vision 2022, Catholic Health's five year integrated strategic plan and developed an executive dashboard and related monitoring structure to summarize progress on Vision 2022 for senior management and the Board of Directors.
- Member of the executive steering committee responsible for developing a comprehensive modernization plan for Catholic Health's largest hospital. Led the coordination of the volume projections and financial modeling associated with this \$475 million master facility plan.
- Partnered with the Oncology service line leader and other executive leaders to develop a comprehensive plan for the new 25,000 square foot, \$15 million Cancer Institute at Good Samaritan Hospital.
- Participated in the development and related negotiations of the operating and management agreements for two ambulatory surgery centers which included three investor parties Catholic Health, physicians and a management company.

Western Connecticut Health Network ("WCHN"), Danbury, CT

Vice President of Finance

2014 – 2016

WCHN is a \$1.3 billion dollar health care system located in western Connecticut consisting of Danbury Hospital, New Milford Hospital, Norwalk Hospital, a large multi-specialty employed physician group, a home care company, a malpractice captive and several other affiliated entities.

Responsibilities:

- Overall strategic direction and management of the finance department including financial reporting, budget and decision support, general accounting, accounts payable, payroll and treasury management.

Key accomplishments:

- Member of an operational improvement leadership committee tasked with achieving \$60 million in annual savings. Responsibilities included: active participation on the project executive committees, coordination of bi-weekly submission of dozens of financial and statistical data elements utilized to populate management dashboards, executive sponsor of several initiatives and final executive validation of savings calculations.
- Led a multidisciplinary team responsible for evaluating and selecting WCHN's new Enterprise Resource Planning system ("ERP"). Responsible for coordinating the new ERP implementation including consolidating processes from two legacy ERPs, installing a new banking services platform and developing a communication strategy.
- Managed a multidisciplinary team's selection and transition to a new single service provider for WCHN's three defined benefit plans. The elimination of six legacy service providers and the consolidation into a single trust saved \$650,000 annually. This enhancement dramatically improved the level of service provided to plan participants while vastly reducing administrative filing requirements.

- Led the effort to incorporate WCHN Investment LLC, a pooled investment company, which enabled the consolidation of invested assets from five entities into one. This facilitated easier enrollment in new investments and streamlined the reporting for senior management and the Investment Committee.
- Successfully coordinated a multidisciplinary team, including several banks, attorneys and the Connecticut Health and Educational Facilities Authority, in the restructuring and refinancing of \$202 million in debt. This refinancing saved \$1.7 million in annual interest expense, reduced debt service payments by \$20 million over the first five years and created a single consolidated obligated group which simplified bond compliance reporting.
- Led a multidisciplinary team tasked with evaluating and implementing the activities required for the amalgamation of two legacy malpractice captives. Responsibilities included regulatory filings, creation of a business plan, consolidation of insurance policies and the merger of risk management programs. This initiative generated annual savings of \$850,000.
- Following the merger between WCHN and Norwalk Hospital, successfully consolidated the finance departments, reducing FTEs by 10% percent, while improving and standardizing reporting to senior management.
- Successfully coordinated the consolidation and relocation of WCHN's finance departments from three locations into a new consolidated offsite location. This initiative included space design, identification of required office equipment and communication strategies.

Norwalk Hospital, Norwalk CT
Vice President and Chief Financial Officer

(affiliated with WCHN in 2014)
2009 – 2014

Norwalk Hospital is a \$500 million dollar hospital system located in southwestern Fairfield County that includes Norwalk Hospital, a multi-specialty employed physician group, a malpractice captive and several other affiliated entities.

Responsibilities:

- Strategic and overall direction of the finance department including budget and decision support, general accounting, financial reporting, managed care contracting, all aspects of the revenue cycle functions including patient access and health information management, case management, risk management, materials management and treasury services.

Key accomplishments:

- Participated as an active member of the Executive Board committee charged with evaluating the merger with WCHN. Responsible for all financial aspects of the merger evaluation.
- Developed and executed a long term strategic operating and capital plan enabling the hospital to construct a new parking garage and the new 115,000 square foot McGraw Ambulatory Pavilion costing \$120 million.
- Successfully negotiated and executed two long-term financing transactions within two years involving four banks to secure \$128 million in funding for the new parking garage, the new McGraw Ambulatory Pavilion and other strategic needs of the hospital.
- Member of a multidisciplinary team responsible for the development of the Norwalk Surgery Center, a surgical joint venture between the hospital and fourteen surgeons which allowed for tighter alignment with the surgeons. Responsible for developing the multi-year business plan, execution of a \$4 million bank loan, negotiating de nova managed care contracts and assisting with the creation of the offering statement.

Bridgeport Hospital, Bridgeport, CT (a member of Yale New Haven Health)
Director of Finance

2002 - 2009

- Managed all aspects of the accounting and financial reporting, payroll and accounts payable departments and Mill Hill Medical Consultants, Inc.'s revenue cycle department for Bridgeport Hospital & Healthcare Services, Inc. and Subsidiaries (consolidated operating revenues of \$359 million).

Ernst & Young, LLP, New York, NY
Manager – Health Sciences Practice

1997 - 2002

- Managed audit engagements for several large academic medical centers and hospitals, including Memorial Sloan-Kettering Cancer Center, Mount Sinai-NYU Health (at the time) and Bridgeport Hospital & Healthcare Services, Inc. and Subsidiaries, a member of Yale New Haven Health.

Education & Licensure

Siena College, Loudonville, NY

BBA Accounting May 1997, Cum Laude

Certified Public Accountant, State of New York (inactive)

Memberships and Community Participation

Healthcare Financial Management Association – Metropolitan New York chapter
PrecisionCare Surgery Center Board of Directors
The Center for Advanced Spine & Joint Surgery Board of Directors
Six Sigma Green Belt Certified
Fairfield County Business Journal 40 Under 40 – Class of 2011
American Youth Soccer Organization – Coach
Boy Scouts of America – Eagle Scout

References available upon request

Affirmation of Fitness and Competency

By completing this form, you are aware that the NYS Department of Health will be conducting a detailed background review in order to determine fitness and competency in accordance with Article 30 of the NYS Public Health Law.

Emergency Ambulance Service, Inc.
Name of EMS Agency

0841
NYS EMS Agency Code

City Ambulance Service, Inc.
Full Name of Corporate Entity requiring F&C review as a new owner/operator

James P. O'Brien, Jr.
Full Name of Individual

CATHOLIC HEALTH SUPERVISOR
CHS AMBULANCE BOARD MEMBER
Title

Address of the Individual or Corporate Entity requiring F&C review as a new owner/operator

Social Security Number (this is not releasable under the provisions of FOIL)

Date of Birth/

As the proposed new owner/operator of an EMS agency, I hereby certify that I am or have been a director, sponsor, principal, stock holder, operator or operations manager of one or more of the following in the past 10 years (Article 30 §3005[5]).

YES NO

- ☐ ☒ Emergency Medical Service certified by the NYS Department of Health, or equivalent in any other state.
- ☒ ☐ Hospital, long term care facility or other Article 28 facility licensed by the NYS Department of Health, or equivalent in any other state.
- ☐ ☒ Invalid coach (Ambulette) Service authorized by the NYS Department of Transportation or equivalent in any other state.
- ☐ ☒ Home or residence licensed by NYS or equivalent in any other state.
- ☐ ☒ Halfway house, hostel or residential facility or institution licensed by, or subject to the rules of the NYS Office of Mental Health (OMH) or Office of Mental Retardation and Developmental Disabilities (OMRDD), or equivalent in any other state.

→ If **NO** has been marked for all of the above, it indicates that there is no history of operating an entity identified in NYS Public Health Law; signing this affirmation is informational only and a testimony to the accuracy of the information provided.

→ If **YES** has been marked for any of the above, on an attached page, please provide the following information for each:

- Name of agency or facility
- Mailing address of facility or agency
- Name of Certifying or Licensing authority
- If applicable, a copy of license, certificate or identification number
- Individual position(s) held with start and end dates.

REQUIRED ATTACHMENTS TO THIS AFFIRMATION

- Current resume or curriculum vitae
- Copies of any related licenses and certifications
- Listing of address of residence, or if less than 2 years, addresses of prior residences.

Certification of Competency

By completing and signing this affirmation, I certify that I have operated all of the agencies indicated, in compliance with all applicable statutes, rules, regulations and policies, specifically 10 NYCRR800.

Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

James P. O'Brien, Jr.

Full Name

[Signature]

Signature

10/10/2025

Date

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

Further, I certify that, I am not, or was not subject to a state or federal administrative order relating to fraud, embezzlement or patient harm, including, but not limited to actions involving Medicare and or Medicaid.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of fitness.

James P. O'Brien, Jr.

Full Name

[Signature]

Signature

10/10/2025

Date

Notary Public Affirmation and Acknowledgement

Glenn Wexler

Notary Public Name

[Signature]

Signature

10/10/25

Date

GLENN M. WEXLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02WE6244126
Qualified in Nassau County
My Commission Expires 06-27-2028
27

Please affix Notary Public Stamp or equivalent.

Affirmation of Fitness and Competency: *James P. O'Brien, Jr*

Catholic Health System of Long Island, Inc.

Positions Held:

- Senior Vice President and General Counsel, 2024 – Present
- Deputy General Counsel, 2011 – 2023

Good Samaritan University Hospital

Address: 1000 Montauk Highway, West Islip, NY 11795

Operating Certificate: 5154001H

License Authority: State of New York, DOH

Mercy Hospital

Address: 1000 North Village Avenue, Rockville Centre, NY 11570

Operating Certificate: 2909000H

License Authority: State of New York, DOH

St. Catherine of Siena Hospital

Address: 50 Route 25a, Smithtown, NY 11787

Operating Certificate: 5157003H

License Authority: State of New York, DOH

St. Charles Hospital

Address: 200 Belle Terre Road, Port Jefferson, NY 11777

Operating Certificate: 5149001H

License Authority: State of New York, DOH

St. Francis Hospital

Address: 100 Port Washington Boulevard, Roslyn, NY 11576

Operating Certificate: 2953000H

License Authority: State of New York, DOH

St. Joseph Hospital

Address: 4295 Hempstead Turnpike, Bethpage, NY 11714

Operating Certificate: 2952006H

License Authority: State of New York, DOH

JAMES P. O'BRIEN, JR.

PROFESSIONAL EXPERIENCE

Accomplished General Counsel with more than 30 years of legal expertise across top-tier law firms and a major healthcare system. Recognized for cultivating enduring, high-level relationships with executives and leadership teams within client organizations. Primary work has been management-side labor and employment law, with a proven track record in first-chair collective bargaining and high-stakes litigation.

EMPLOYMENT

Catholic Health, Rockville Centre, New York

Senior Vice President & General Counsel, 2024-Present

Chief Legal Officer for a comprehensive healthcare system comprising six acute care hospitals, three nursing homes, a home health service, hospice care, and a network of physician practices, with nearly 18,000 employees. Oversee an internal legal team and manage relationships with outside counsel to provide strategic legal services across the organization. Advise executive and senior leadership on legal matters and strategic initiatives to mitigate risk and advance organizational objectives.

Deputy General Counsel, 2011-2023

Served as the chief labor, employment, and litigation attorney for healthcare system. Acted as a trusted advisor and strategic business partner to senior system leadership and local entity executives. Supported the oversight and management of the Office of General Counsel staff to ensure effective legal operations.

Forchelli, Curto, Deegan, Schwartz, Mineo, Cohn & Terrana, LLP, Uniondale, New York

Partner, 2010-2011

Led the firm's management-side labor and employment practice group, representing clients in significant litigation and labor matters. Built and managed a seven-figure legal practice with a diverse client portfolio, including prestigious colleges and universities, secondary schools, not-for-profits, and businesses.

Nixon Peabody LLP (formerly Nixon, Hargrave, Devans & Doyle LLP), Jericho, New York

Partner, 2003-2010

Associate, 1994-2002

Partner in the labor and employment practice group of an international law firm, serving as first-chair counsel in significant litigation and labor matters for major clients.

EDUCATION

College of William and Mary, Marshall-Wythe School of Law, Williamsburg, Virginia

J.D. (Order of the Coif), 1994

GPA: 3.5 (graduated 6th in class)

Board Editor, *William and Mary Law Review*

Hamilton College, Clinton, New York

B.A. *Cum Laude* (Government), 1991

Graduated in top 20% of class; Government Department Honors

Varsity Baseball

AFFILIATIONS AND RELATED EXPERIENCE

Admitted to practice in New York and before the U.S. Court of Appeals for the Second Circuit and the United States District Courts for the Eastern and Southern Districts of New York.

Member of the American Bar Association, New York State Bar Association and American Health Law Association.

Lecturer and author on various legal topics.

COMMUNITY ACTIVITIES

Board Member, Catholic Youth Organization of Long Island, Hicksville, New York (2012-Present)

Board member and Secretary for ministry of the Catholic Church providing quality athletic programming for over 24,000 young people throughout Long Island.

Board Member, St. Agnes Cathedral Parish Catholic Youth Organization, Rockville Centre, New York (2013-Present)

Board Member, Rockville Centre Little League, Rockville Centre, New York (2013-2022)

New York State Unified Court System

Attorney Online Services - Search

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Attorney Detail Report as of 09/30/2025

Registration Number:	2651594
Name:	JAMES PRESTON O'BRIEN JR
Business Name:	CATHOLIC HEALTH
Business Address:	(Nassau County)
Business Phone:	(516) 705-2766
Email:	JAMES.OBRIEN@CHSLI.ORG
Date Admitted:	05/17/1995
Appellate Division Department of Admission:	2nd
Law School:	COLL OF WILLIAM MARY
Registration Status:	Due to reregister within 30 days of birthday
Next Registration:	Sep 2025

Disciplinary History

No record of discipline

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the Appellate Divisions of the Supreme Court in New York is available at www.nycourts.gov/courts.

**Attorney Services**[Close](#)

Affirmation of Fitness and Competency

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Emergency Ambulance Service, Inc.
Name of EMS Agency

0841
NYS EMS Agency Code

CHS Ambulance Service, Inc.
Full Name of Corporate Entity requiring F&C review as a new owner/operator

Anthony Pellicano
Full Name of Individual

CATHOLIC HEALTH AMBULANCE B.D.
CATHOLIC HEALTH CHRO MEMBER
Title

Address of the Individual or Corporate Entity requiring F&C review as a new owner/operator

Social Security Number (this is not releasable under the provisions of FOIL)

Date of Birth

As the proposed new owner/operator of an EMS agency, I hereby certify that I am or have been a director, sponsor, principal, stock holder, operator or operations manager of one or more of the following in the past 10 years (Article 30 §3005[5]).

YES NO

- ☐ ☒ Emergency Medical Service certified by the NYS Department of Health, or equivalent in any other state.
- ☒ ☐ Hospital, long term care facility or other Article 28 facility licensed by the NYS Department of Health, or equivalent in any other state.
- ☐ ☒ Invalid coach (Ambulette) Service authorized by the NYS Department of Transportation or equivalent in any other state.
- ☐ ☒ Home or residence licensed by NYS or equivalent in any other state.
- ☐ ☒ Halfway house, hostel or residential facility or institution licensed by, or subject to the rules of the NYS Office of Mental Health (OMH) or Office of Mental Retardation and Developmental Disabilities (OMRDD), or equivalent in any other state.

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- Name of agency or facility
- Mailing address of facility or agency
- Name of Certifying or Licensing authority
- If applicable, a copy of license, certificate or identification number
- Individual position(s) held with start and end dates

REQUIRED ATTACHMENTS TO THIS AFFIRMATION

- Current resume or curriculum vitae
- Copies of any related licenses and certifications
- Listing of address of residence, or if less than 2 years, addresses of prior residences.

Certification of Competency

By completing and signing this affirmation, I certify that I have operated all of the agencies indicated, in compliance with all applicable statutes, rules, regulations and policies, specifically 10 NYCRR800.

Further, I certify that there have been no administrative orders issued by any Federal, State or local agency for matters that are or were recurrent or uncorrected, or dealt with patient harm or neglect in accordance with NYS Public Health Law during my tenure as a director, sponsor, principal, stock holder, operator or operations manager.

If you are unable to sign this affirmation, attach copies of all background information, Department orders and/or justification to assist in the review and determination of competency.

Anthony Pellicano
Full Name

AP
Signature

10.14.2025
Date

Certification of Fitness

By completing and signing this affirmation, I certify that I have not been convicted of any crime at anytime, involving murder, manslaughter, assault, sexual abuse, theft, robbery, drug abuse, or sale of drugs, nor have I pleaded nolo contendere to a felony charge relating to any of these offenses.

Further, I certify that, I am not, or was not subject to a state or federal administrative order relating to fraud, embezzlement or patient harm, including, but not limited to actions involving Medicare and or Medicaid.

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Anthony Pellicano
Full Name

AP
Signature

10.14.2025
Date

Notary Public Affirmation and Acknowledgement

Barbara Moran
Notary Public Name

Barbara Moran
Signature

BARBARA MORAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6337145
Qualified in Nassau County
My Commission Expires 02-16-2028

10.14.2025
Date

Please affix Notary Public Stamp or equivalent.

Affirmation of Fitness and Competency: *Anthony Pellicano*

Catholic Health System of Long Island, Inc.

Positions Held:

- Senior Vice President & Chief Human Resource Officer, 2009 – Present
- Vice President, Human Resources, St. Francis Hospital, Mercy Medical Center and St. Joseph Hospital

Good Samaritan University Hospital

Address: 1000 Montauk Highway, West Islip, NY 11795

Operating Certificate: 5154001H

License Authority: State of New York, DOH

Mercy Hospital

Address: 1000 North Village Avenue, Rockville Centre, NY 11570

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License Authority: State of New York, DOH

St. Catherine of Siena Hospital

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License Authority: State of New York, DOH

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Operating Certificate: 5149001H

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St. Francis Hospital

Address: 100 Port Washington Boulevard, Roslyn, NY 11576

Operating Certificate: 2953000H

License Authority: State of New York, DOH

St. Joseph Hospital

Address: 4295 Hempstead Turnpike, Bethpage, NY 11714

Operating Certificate: 2952006H

License Authority: State of New York, DOH

Anthony Pellicano

CAREER SUMMARY

Results oriented professional with extensive leadership experience in both freestanding medical centers and multi-facility healthcare systems. Proven track record in developing strong working relationships with all levels of employees based on mutual respect and trust. Pragmatic approach to problem solving focusing on development of win-win scenarios that advance the strategic objectives of the organization. Demonstrated successful experience in both organized and non-union cultures.

PROFESSIONAL EXPERIENCE

Catholic Health

2009 - Present

SVP & Chief HR Officer

Assumed this newly created position in January 2012. Responsibilities include oversight of all Human Resources and Payroll functions for this \$3B multi facility organization with 18,000 employees. Supported the transition to an integrated healthcare system through redesign of HR from multiple individual departments into a consolidated shared service environment and reallocated existing resources to develop business partner competencies. Introduced a system wide new employee orientation and implemented a “Just Culture” approach to addressing employee errors in support of development into an integrated, high reliability healthcare organization. Achieved recognition for Catholic Health as a best place to work locally by Newsday and on a national level by Modern Healthcare.

Vice President, Human Resources for St. Francis Hospital, Mercy Medical Center & St. Joseph Hospital.

Served as VPHR for the “Western Region” from 2009 to 2012. Responsible for all HR functions in these 3 entities with a combined 5500 employees and \$750M operating budget.

Major Accomplishments:

- Achieved status for SFH as a best place to work in healthcare.
- Implemented program to reduce turnover at MMC from 20% average to levels consistent with industry benchmarks.
- Established communication initiatives at both institutions to improve access to information and support alignment of goals between leadership and staff.
- Support of organization objectives for improving patient safety through teambuilding and introduction of a “Just Culture” model for addressing employee errors.
- Revised board reporting to facilitate data review and identify multi year trends.
- Promote a culture of open communication and trust through frequent rounding, employee surveys and focus groups.

Holy Name Hospital, Teaneck, New Jersey

1997 to 2009

Vice President, Human Resources

361 bed community hospital with a \$250M operating budget and over 2,100 employees. Responsible for Human Resources, Training and Education, Employee & Occupational Health Service, Child Care Center, Volunteer Services, Security and Emergency Preparedness.

Major Accomplishments:

- Developed a process to identify competencies common to high performing managers and a method for developing those traits throughout the management team.
- Established a “Leadership Academy” designed to develop managers’ skills and encourage teamwork between departments.
- Developed an employee relations program that improved staff morale and retention. As a result, we have been recognized as one of the best places to work in New Jersey for three consecutive years and have been moving towards achieving national recognition as an employer of choice.
- Established a guest relations program to help improve patient satisfaction through changes in employee behavior and appearance.
- Implemented PeopleSoft HRIS under budget and ahead of time schedule, including position control, on-line performance evaluations and on-line reporting capabilities.
- Terminated defined benefit pension plan and replaced it with a 401(k) plan.
- Developed and implemented a deferred compensation program to retain high performing executives and physicians.
- Introduced an “On-boarding” program that reduced turnover by 10% over two years.

Other important achievements include establishing HR as both a business partner to improve operations and trusted facilitator to resolve issues between staff and managers in a fair and productive manner. This has continued to develop over time, has become an important component of our union avoidance strategy and continues to build on a strong foundation for employee morale and engagement.

Catholic Medical Center of Brooklyn & Queens, Inc.

1990 – 1997

Corporate Director of Employee Relations

Large multi-facility healthcare organization comprised of four hospitals, three long term care facilities and an extensive home care agency. Total operating budget of \$750M with over 7,000 employees, including 120 residents in several teaching programs affiliated with Cornell Medical School. Responsible for supervising the activities of 4 site Directors of Human Resources and had corporate responsibility for E.E.O.C. complaints, grievance resolution, union contract negotiations, employee benefits, wage & salary administration, H.R.I.S., recruitment & retention and regulatory agency compliance.

Major Accomplishments:

- Developed competence based performance evaluation program, integrating each job description into the evaluation process.
- Implemented automated HRIS system throughout CMC facilities.

- Maintained union free sites at several locations through effective dispute resolution and union avoidance programs.
- Developed a corporate human resources policy and procedure manual to coordinate policy throughout C.M.C. facilities.
- Developed strategies to improve effectiveness of various human resource functions, including the employment process, employee orientation, employee communications and the employee health service function.
- Led team that revised the organization structures at each C.M.C. facility to bring consistency to the design of reporting relationships.

St. Mary's Hospital of Brooklyn (Affiliate of C.M.C.)

1985 – 1990

Director of Personnel

285 bed teaching hospital affiliated with Catholic Medical Center of Brooklyn & Queens. Responsible for all HR functions including negotiating collective bargaining agreements (Local 1199, Local 144, Committee of Interns and Residents, Federation of Physicians and Dentists), developed and administered human resources policies and procedures, coordinate employment, training & development, benefits administration and compensation programs.

Major Accomplishments:

- Developed and conducted training programs to review collective bargaining agreements, policies and procedures and grievance resolution techniques for department heads and supervisors.
- Negotiated contracts with Local 1199 and Local 144, achieving hospital objectives while fostering positive labor-management relations.
- Developed employee relations program, including revision of orientation programs, employee recognition, annual employee picnic and revision of the new employee handbook.
- Developed a position control system to manage the approval process of budgeted positions.

Wyckoff Heights Hospital, Brooklyn, N.Y.

1981 – 1985

Director of Personnel

437 bed teaching hospital with 2000 employees and several unions including Local 1199, Local 144, Teamsters, Committee of Interns and Residents, New York State Nurses Association and the Building Construction and Trades Council. Responsible for coordinating all HR functions including labor relations, compensation, benefits administration, employment, employee relations and training. Negotiated and administered collective bargaining agreements, developed HR policies and procedures and coordinated employee benefits, compensation, training and employment.

Major Accomplishments:

- Restored confidence in the HR function after a long period of heavy turnover of HR Directors.
- Successfully negotiated collective bargaining agreements with each union.

- Developed a position audit process to determine proper staffing and job design attributes,
- Developed and delivered management training programs for development of supervisory skills and review of collective bargaining agreements.
- Significantly reduced the frequency of both grievances and arbitrations through the development of an effective employee relations program.

EDUCATION

M.B.A., Industrial/Organizational Psychology, 1986
Bernard Baruch College, City University of New York

Bachelor of Arts, 1976
Bernard Baruch College, City University of New York

ASSOCIATIONS

Association of Health Care Human Resource Administrators of Greater New York
(Past President)

Northern New Jersey Human Resource Administrators
(Past President)

American Society of Health Care Human Resource Administrators
Society for Human Resource Management

Capital Transfer Addendum

Pursuant to the Asset Purchase Agreement, CHS Ambulance Services, Inc. (“**Buyer**”) purchased substantially all of the assets of Emergency Ambulance Service Inc. (“**Seller**”) related to the business of Seller. The equity ownership of Buyer and Seller remains the same as there was no transfer of equity contemplated by the transaction.

ASSET PURCHASE AGREEMENT

by and among

CHS AMBULANCE SERVICES, INC., as Buyer

EMERGENCY AMBULANCE SERVICE INC., as Seller

and

the STOCKHOLDERS of SELLER

dated

October 3, 2025

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of October 3, 2025, is entered into by and among CHS Ambulance Services, Inc., a New York not-for-profit corporation (“**Buyer**”), Emergency Ambulance Service, Inc., a New York corporation (“**Seller**”), and the stockholders of Seller listed on the signature pages hereto (collectively, the “**Stockholders**”).

RECITALS

A. Seller provides emergency and non-emergency medical transportation services (the “**Business**”) in Queens (East of the Van Wyck Expressway), Nassau County and Suffolk County, New York utilizing license number 0841.

B. Buyer is an affiliate of the parent company of an integrated health system known as Catholic Health System of Long Island, Inc. (“**Catholic Health**”) that provides comprehensive, cost-effective, advanced patient care through its hospitals, physician practices, ambulatory and rehabilitative centers, institutions, clinics and other healthcare providers and is dedicated to the mission of mercy of the Catholic Church expressed in Catholic healthcare to its communities.

C. Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all of the assets (other than the Excluded Assets) and certain specified liabilities relating to the Business, subject to the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Schedule A sets forth the meaning of capitalized terms used in this Agreement or the location in this Agreement where such capitalized terms are defined.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller’s rights, title and interest in and to all of the assets, properties and rights of every kind and nature (other than the Excluded Assets) which relate to the Business, or are used or held for use in connection with the Business (collectively, the “**Purchased Assets**”), including the following:

(a) All ambulances, transport vehicles, plow trucks, automobiles and other vehicles as listed on Schedule 2.01(a) and all rights in warranties of manufacturers with respect thereto, and including all medical equipment and supplies located within the

ambulances and transport vehicles (collectively, “**Vehicles**”);

(b) All personal property, including furniture, furnishings, fixtures, medical equipment (including diagnostic equipment), accessories, office equipment, other equipment, leasehold improvements, machinery, tools, and telephones as set forth on Schedule 2.01(b) and all rights in all warranties of any manufacturer or vendor with respect thereto;

(c) All technology assets unless listed as an Excluded Asset, including all hardware and software, whether owned or licensed, and with respect to licensed technology assets, subject to the approval of the licensor to assign the licenses to Buyer and to any continuing and recurring license fees, which assets and licenses are as set forth on Schedule 2.01(c);

(d) All inventory of usable goods and supplies of Seller, including pharmaceuticals, drugs, medications, food, janitorial supplies, office supplies, consumables, disposables, linens and medical supplies (collectively, “**Inventory**”);

(e) All Intellectual Property used in the Business, but excluding, subject to the limited license described in Section 5.10, the right to use the name “Emergency Ambulance Service” and excluding the use of “Emergency Ambulance Services Inc.”;

(f) Subject to Section 2.04, all rights with respect to the Contracts used in the operation of the Business, that Buyer, in its sole discretion, has elected to assume prior to Closing, to be listed on Schedule 2.01(f) as of the Closing (along with the Assigned Payor Agreements as defined below, the “**Assigned Contracts**”);

(g) Books and records of Seller related to all patient consent or authorization forms, promotional materials, Assigned Contracts, Vehicles and any Employee records related to professional licensures and certifications and driver’s licenses (collectively, “**Books and Records**”);

(h) To the extent listed on Schedule 2.01(h), all rights with respect to Payor Programs (“**Assigned Payor Agreements**”);

(i) All Permits related to the operation of the Business, whether obtained from any Governmental Authorities or not, to the extent transferable to Buyer, as listed on Schedule 2.01(i);

(j) All intangible assets, including rights to use telephone numbers, assignable licenses, accreditations, surveys, government approvals and similar rights;

(k) All rights (i) to any Actions against third parties of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, or (ii) under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(l) All insurance claims and benefits, including rights and proceeds thereon, in each case arising from or relating to the Purchased Assets, a list of which will be provided as of the Closing (the “**Assigned Insurance Benefits**”) except for any insurance proceeds to the extent it reimburses Seller for costs it has expended, such as damage to a vehicle for which Seller has paid for the repair;

(m) The prepaid expenses, credits, advance payments, claims and security deposits listed on Schedule 2.01(m) to the extent associated with any Purchased Assets and Assumed Liabilities (collectively, “**Prepaid Expenses**”);

(n) Each Benefit Plan and all assets attributable to the Benefit Plans listed on Schedule 2.01(n) as may be, but do not have to be, assumed by Buyer at the Closing in its sole discretion (“**Assigned Benefit Plans**”);

(o) Assets associated with the repair shop located on the premises where the Business is located as listed on Schedule 2.01(o) (“**Repair Shop Assets**”) which schedule also sets forth the fair market value of the Repair Shop Assets; and

(p) All goodwill and the going concern value of the Business.

Section 2.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets do not include the following assets (collectively, the “**Excluded Assets**”):

(a) All cash and cash equivalents, bank and mutual fund accounts, investment accounts and investment securities as of the Closing Date (collectively, “**Cash**”) and all refunds from Payor Programs;

(b) All accounts or notes receivable of Seller, and any security, claim, remedy or other right related to any of the foregoing as of the Closing Date (“**Accounts Receivable**”);

(c) Any Contract that is not an Assigned Contract;

(d) Any Contract with respect to any Government Healthcare Program, including the provider numbers thereunder and any Payor Program that is not an Assigned Payor Agreement;

(e) Organizational documents, minute books, stockholder ledgers or other records having to do with the formation or organization of Seller;

(f) Assets listed on Schedule 2.02(e);

(g) Tax Returns of Seller and refunds of Taxes of Seller;

(h) All insurance policies and benefits, including rights and proceeds and

prepaid insurance premiums and any refunds thereof, but excluding the Assigned Insurance Benefits;

(i) Except as otherwise specified as Books and Records to be transferred to Buyer under Section 2.01(g), records of Employees, including applications, I-9s, performance evaluations and results of drug screenings tests, if any;

(j) Unless an Assigned Benefit Plan, each Benefit Plan and all assets attributable to the Benefit Plans;

(k) Subject to Section 5.10, the name “Emergency Ambulance Service Inc.”;

(l) The rights which accrue or will accrue to Seller under the Transaction Documents;

(m) Patient lists, patient medical and treatment records and patient billing records used by Seller for billing and electronic medical records except to the extent they cannot be segregated from the current electronic medical records contractual arrangement of Seller to be assumed by Buyer; and

(n) For clarity, the entity that owns the land and building leased to Seller.

Section 2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities of Seller (collectively, the “**Assumed Liabilities**”) and no other Liabilities: only those Liabilities (including payment liabilities) in respect of the Assigned Contracts that (i) are required to be performed after the Closing Date, (ii) were incurred in the ordinary course of business and not past due, and (iii) do not relate to any failure to perform, improper performance, or other breach, default or violation by Seller on or prior to the Closing. Notwithstanding anything contained in this Agreement to the contrary, Buyer does not intend to be, and the parties agree that Buyer is not and shall not be, a successor to Seller by any theory of law or equity. Other than the Assumed Liabilities, Buyer assumes no liabilities and shall not be responsible for any obligations, liabilities, indebtedness, debts, liens, security interests or encumbrances of Seller in any way associated with any of the Purchased Assets and/or the conduct of Seller prior to the Closing Date, including, without limitation, any liability or obligation arising out of any employee Benefit Plans or the employment of any personnel by Seller, any claims or litigation involving allegations of medical malpractice, or any other matter, all whether known or unknown as of the Closing Date.

Section 2.04 Assigned Contracts.

(a) At Closing, Buyer shall accept assignment of Seller’s rights and prospective obligations under the Assigned Contracts (excluding any obligations and Liabilities incurred or that accrued prior to the Closing Date for failure to comply with such Contract, including, without limitation, late payments, arrears, interest, and penalties and Seller shall remain liable therefore). Prior to Closing, Seller shall provide all notices and exercise best efforts to obtain all consents required, in the reasonable opinion of Buyer, for Buyer to effectively assert any rights, privileges,

warranties, claims, or other interests obtained by virtue of Buyer taking assignment of the Assigned Contracts. Buyer shall cooperate with Seller to obtain such consents as needed. The assignment of the Assigned Contracts shall not be effective with respect to any contract which, by its terms, may not be assigned without the prior consent of any other party until Seller has obtained a written consent from such other party. As a condition to Buyer's assumption of any Contract, Seller shall deliver to Buyer true, complete and legible copies of each Material Contract along with any other Contract that Buyer may need to assume to operate the Business in the ordinary course from and after the Closing (including all amendments, statements of work and renewals) no later than thirty (30) Business Days after the execution of this Agreement.

(b) With respect to any consents required for the assignment of Assigned Contracts and Assigned Payor Agreements to Buyer (the "**Required Consents**") that are not obtained as of the Closing Date, Seller shall take all commercially reasonable steps to obtain the Required Consents after Closing. For each Required Consent that cannot be obtained prior to Closing, Seller shall enter into a commercially reasonable arrangement, mutually agreeable to Seller and Buyer, designed to keep such Assigned Contracts in effect, to the extent practicable, and pursuant to which Buyer shall have the benefits and perform the obligations of such Assigned Contracts, including enforcement (at the cost and for the account of Buyer) of any rights of Seller against the other party thereto.

Section 2.05 Excluded Liabilities. Notwithstanding any other provision in this Agreement to the contrary, Buyer will not assume and will not be responsible to pay, perform or discharge any Liabilities of Seller or its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "**Excluded Liabilities**"). Seller shall, and shall cause its Affiliates to, pay and satisfy as necessary to permit the sale of the Purchased Assets all Excluded Liabilities. Without limiting the generality of the foregoing, the Excluded Liabilities shall include:

- (a) All debts, Accounts Payable and credit balances of Seller, and, other than the Assumed Liabilities, any other Liability of Seller or Stockholders and, with respect to periods prior to Closing, associated with the Business or Purchased Assets, whether known or unknown.
- (b) All Liabilities primarily or exclusively related to the Excluded Assets.
- (c) Any claims regarding compliance with any applicable Law in connection with any activity or omission of Seller or Seller's employees or agents.
- (d) Liabilities associated with the provision of paramedic and advanced life support medical services and medical transport services by Seller.
- (e) Any Actions against Seller or any Stockholder or any employee or agent of Seller and, for periods prior to Closing, with respect to the Business.
- (f) Any claims arising under the Government Healthcare Programs or any other Payor Programs, as the same relate to the activities of Seller or Seller's employees or agents, including, without limitation, all Medicare or Medicaid overpayments or any other

financial obligations arising from any adjustments or reductions in Medicare or Medicaid reimbursement or for any other obligations imposed by either the Medicare or Medicaid program.

(g) Seller's employee expenses, including, without limitation (i) wage or payroll expenses and fees; (ii) obligations to make 401(k) plan or pension contributions; (iii) accrued paid time off and vacation for its employees; and (iv) payments or obligations under any workers' compensation settlement agreement, employment agreement, severance agreement, bonus agreement, retention agreement, unemployment compensation taxes, independent contractor agreement, COBRA, Benefit Plan, or any agreement or arrangement that provides retirement, welfare or fringe benefits to Seller's employees.

(h) Any employment-related liabilities of Seller, including any claims that have been made, or fines and penalties imposed against Seller, and all obligations of Seller to or relating to any federal, state, or local Governmental Authorities, whether calculable by reference to Seller or its operations, or in connection with the cessation of Seller's operations, dismissal of employees, or termination of employment or any employment agreements, practices and programs, which exist or arise while an employee is employed by Seller, based upon or pursuant to applicable state and/or federal law, including, but not limited to: the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, the Family and Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Worker Adjustment and Retraining Act of 1988, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, and regulations promulgated thereunder or under any New York state laws or regulations applicable to employment, including without limitation workers' compensation, unemployment and discrimination laws and regulations.

(i) Any Liabilities with respect to (i) any Taxes imposed on or with respect to the Purchased Assets that are attributable to any Pre-Closing Tax Period (including any such Liability, whenever imposed, arising under a de facto merger, successor, transferee, bulk sale, or similar theory or ground for Liability), (ii) any Taxes related to the Excluded Assets, (iii) all Liabilities for Taxes of Seller or its stockholders (including any Liability of any Seller for the Taxes of any other Person under Section 1.1502-6 of the U.S. Treasury regulations (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise) for any taxable period, (iv) all Taxes payable in accordance with Error! Reference source not found., or (v) any Taxes that are not expressly assumed by Buyer.

Section 2.06 Purchase Price and Prepaid Expenses; Accounts Payable.

(a) Purchase Price. The aggregate consideration for the Purchased Assets will be [REDACTED] (the "Purchase Price") payable in accordance with Section 2.07.

(b) Prepaid Expenses. Buyer shall pay to Seller the value, determined in accordance with GAAP as shown on Seller's books, any Prepaid Expenses transferred to Buyer, if any.

(c) Accounts Payable. If Seller fails to pay any Accounts Payable of Seller within two (2) Business Days upon written demand by Buyer and providing evidence of such payment to Buyer, Buyer may pay the Accounts Payable and direct the Escrow Agent to release the amount of such payment from the Escrow Fund.

(d) Determination of Purchase Price. The Purchase Price payable hereunder by Buyer to Seller has been determined by the parties through good-faith and arm's length bargaining, and in reliance on an independent third-party valuation. No amount paid hereunder is intended to be, nor shall be construed as, an inducement or payment for referral of, or recommending referral of, patients by Seller or the Stockholders to Buyer (or any of their Affiliates). In addition, the amount paid hereunder does not include any discount, rebate, kickback or other reduction in charge. The sole purpose of the payment to Seller hereunder is to pay fair market value for assets actually sold by Seller to Buyer hereunder.

Section 2.07 Payment of Purchase Price. At Closing, Buyer shall pay the Purchase Price and Prepaid Expenses, if any, as follows:

(a) Indebtedness. Seller shall direct that Buyer utilize a portion of the Purchase Price to pay to each holder of Seller's outstanding Indebtedness the amount necessary to satisfy such Indebtedness, which shall include, for the avoidance of doubt, the payoff of any leases with respect to Vehicles that are part of the Purchased Assets and payment of any amounts necessary to transfer title to such Vehicles to Buyer free and clear of any Encumbrances. Seller shall obtain from the holders of such Indebtedness payoff and/or release letters, in form and substance reasonably satisfactory to Buyer, setting forth the payoff amount and agreeing to the release of all related Encumbrances. For the avoidance of doubt, Seller shall deliver the documents necessary for Purchaser to register the Vehicles in Purchaser's name and Purchaser shall be responsible for both registering the Vehicles and paying any sales tax associated with the transfer.

(b) Escrow. An amount equal to [REDACTED] ("**Escrow Amount**", such amount together with any interest thereon shall constitute the "**Escrow Fund**") will be paid out directly into an account of TD Bank, or such other escrow agent as may be mutually agreed upon by the Parties ("**Escrow Agent**"), in accordance with wire instructions provided by Escrow Agent, to be held in escrow pursuant to the terms of the Escrow Agreement, in such form as provided by the Escrow Agent and mutually accepted by Buyer and Seller (the "**Escrow Agreement**"). The Escrow Agreement shall be executed by the Escrow Agent, Buyer and Seller and the funds therein shall be utilized to cover any Accounts Payable paid by Buyer pursuant to Section 2.06(c) and claims for indemnification under this Agreement. Subject to the terms of this Agreement and the Escrow Agreement, the Escrow Amount (less amounts released to Buyer pursuant to the terms of the Escrow Agreement and less amounts associated with claims made against the Escrow Amount but not yet resolved) shall be released to Seller eighteen (18) months from the Closing Date.

(c) Cash Closing Payment. The balance of the Purchase Price plus the dollar amount of any Prepaid Expenses (“**Cash Closing Payment**”) will be paid by wire transfer to Seller pursuant to and in accordance with the instructions (including wire transfer instructions) of Seller set forth in the Flow of Funds Statement.

Section 2.08 Closing Balance Sheet and Flow of Funds Statement.

(a) Closing Balance Sheet. At least three (3) Business Days prior to Closing, Seller will prepare and deliver to Buyer a closing balance sheet (“**Estimated Closing Balance Sheet**”) in form and substance reasonably satisfactory to Buyer, setting forth Seller’s good faith estimate of a Balance Sheet of Seller as of the Closing, which Estimated Closing Balance Sheet shall only include the following: (i) Prepaid Expenses (with attachment detailing each Prepaid Expense), (ii) Accounts Payable (with attachment detailing each payor, amounts due and due date of payments), and (iii) Indebtedness (with attachment detailing debtor, amount due, and amounts to be paid at Closing). Buyer shall have an opportunity to review the Estimated Closing Balance Sheet and advise Seller if it requests any adjustments therein. Seller shall update the estimated closing balance sheet as of Closing (“**Closing Balance Sheet**”).

(b) Accuracy of Closing Balance Sheet. Buyer shall be entitled to rely on the Closing Balance Sheet as evidence of the amounts reflected therein. Notwithstanding the foregoing, the Closing Balance Sheet shall not be conclusive evidence of the dollar amount of the Prepaid Expenses or Accounts Payable as of the Closing.

(c) Flow of Funds Statement. Not later than three (3) Business Days prior to the Closing Date, Seller shall deliver to Buyer a flow of funds statement (“**Flow of Funds Statement**”) setting forth of (i) the amount of Indebtedness as of the Closing Date, together with the applicable payoff letters or invoices and the account information necessary for the payment thereof, (ii) the amount of the Prepaid Expenses, (iii) the amount payable to the Escrow Agent along with wire instructions for payment, and (iv) the Cash Closing Payment and account information necessary for the payment of the Cash Closing Payment.

Section 2.09 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated hereby will take place at a closing (the “**Closing**”), as may be mutually agreed upon by the parties, to be effective for all purposes, including for tax purposes, at 12:00:00 a.m. Eastern Time on the day immediately following the date of Closing (the “**Closing Date**”) by exchange of executed documents in PDF format by electronic mail (provided, that any payments at Closing shall be made in the manner contemplated by this Agreement) and completion of all obligations required to close as set forth in this Agreement, including the requirements of Article VI.

Section 2.10 Allocation of Purchase Price. Within thirty days (30) days prior to the Closing, Buyer shall prepare and deliver to Seller a draft schedule setting forth the allocation of the amounts among the Purchased Assets (the “**Purchase Price Allocation**”) to be adjusted within thirty (30) days after the Closing to reflect actual Purchased Assets transferred as of Closing, which shall be determined in accordance with Section 1060 of the Code and applicable Treasury Regulations. Buyer shall consider in good faith all such revisions to the Purchase Price Allocation

as are reasonably requested by Seller, such requested revisions to be delivered by Seller within fifteen (15) days of receipt of the Purchase Price Allocation from Buyer. Buyer and Seller shall amend the Purchase Price Allocation in accordance with Section 1060 of the Code to reflect any further adjustments to the Purchase Price. Each party shall file its Tax Returns (including IRS Form 8594 and any corresponding state or local Tax form) on the basis of the Purchase Price Allocation, as it may be amended pursuant to the preceding sentence, and no party shall thereafter take a position on any Tax Return, or in any audit that is inconsistent with the Purchase Price Allocation except upon a final determination (which includes the execution of an IRS Form 870-AD or successor form) by a Governmental Authority.

Section 2.11 Withholding Tax. To the extent required by any provision of Tax Law, Buyer shall deduct and withhold from the Purchase Price all Taxes that Buyer is required to deduct and withhold. All such withheld amounts will be treated as delivered to Seller hereunder.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements made in this Article III are true and correct as of the date hereof and as of the Closing.

Section 3.01 Authority, Organization and Qualification of Seller.

(a) Seller and each Stockholder (collectively, the “**Seller Parties**”) has full power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each Seller Party of this Agreement and any other Transaction Document to which it is a party, the performance by such Seller Party of its obligations hereunder and thereunder and the consummation by such Seller Party of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of such Seller Party. This Agreement has been duly executed and delivered by each Seller Party and this Agreement constitutes a legal, valid and binding obligation of each Seller Party enforceable against such Seller Party in accordance with its terms. When each of the Transaction Documents to which any Seller Party is a party has been duly executed and delivered by such Seller Party, such Transaction Documents will constitute a legal and binding obligation of such Seller Party enforceable against it in accordance with its terms.

(b) Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of New York and has full power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted.

(c) Schedule 3.01(c) sets forth each jurisdiction in which Seller is licensed or qualified to do business with the Secretary of State. Seller is duly licensed or qualified to do business and is in good standing with the Secretary of State in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary.

(d) Seller has not conducted its business in any name other than “Emergency Ambulance Services” or “Emergency Ambulance Services, Inc.”.

Section 3.02 Capitalization; Subsidiaries. Stockholders, directly or indirectly, own all of the issued and outstanding capital stock of Seller in the percentages set forth on Schedule 3.02, and no other Person has any ownership interest in Seller. Other than as set forth on Schedule 3.02, Seller does not own any equity interest in, or any right convertible into or exchangeable for any equity interest in, or otherwise have an ownership interest in, any other Person. Seller does not conduct the Business through any other Person.

Section 3.03 No Conflicts; Consents. Except for the Required Consents and Regulatory Approvals, the execution, delivery and performance by Seller Parties of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of its certificate of incorporation, bylaws, or other organizational documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to such Seller Party or the Business; (c) require the consent of, notice to or other action by any Person or conflict with, result in a violation or breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would constitute a default) under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify or cancel (i) except as set forth on Schedule 3.03, any Material Contract to which Seller is a party or by which Seller is bound or to which any of its properties and assets are subject, (ii) any Permit; or (iii) result in the creation or imposition of any Encumbrance on any Purchased Asset.

Section 3.04 Financial Statements.

(a) Complete copies of the unaudited financial statements of Seller listed on Schedule 3.04(a) (collectively, “**Financial Statements**”) have been made available to Buyer. The Financial Statements are based on the books and records of the Business (which are true and correct), and fairly present in all material respects the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of Seller reflected in the Financial Statements for the twelve (12) month period ended December 31, 2024 is referred to herein as the “**Balance Sheet**” and the date thereof as the “**Balance Sheet Date**”.

(b) Schedule 3.04(b) sets forth a true and complete list of all Indebtedness of Seller as of the date hereof, to be updated as of Closing, including any Indebtedness payable to the Stockholders.

Section 3.05 Undisclosed Liabilities. Seller has no Liabilities or commitments of any nature whatsoever, whether known or unknown, absolute, accrued, contingent or otherwise, to the extent that Buyer becomes liable after the Closing, except those which are set forth on the face of the Balance Sheet as of the Balance Sheet Date or on Schedule 3.05, or which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and are not past due.

Section 3.06 Absence of Certain Changes, Events and Conditions. Except as expressly contemplated by this Agreement, since the Balance Sheet Date, and other than in the ordinary course of business or as set forth on Schedule 3.06, there has not been, with respect to the Business, any (a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; (b) transfer, assignment, sale, license, sublicense or other disposition of any of the assets shown or reflected in the Balance Sheet; (c) material damage, destruction or loss (whether or not covered by insurance) to its property; (d) acceleration, termination, material modification to or cancellation of any Material Contract; (e) imposition of any Encumbrance upon Seller's properties, equity interests or assets, tangible or intangible; (f) hiring or promoting of any person, except to fill a vacancy in the ordinary course of business; (g) entry into a new line of business or abandonment or discontinuance of existing lines of business; (h) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law; (i) purchase, lease or other acquisition of the right to own, use or lease any property or assets for an amount in excess of (1) Ten Thousand Dollars (\$10,000) individually or (2) Twenty Thousand Dollars (\$20,000) in the aggregate, except for purchases of Inventory in the ordinary course of business consistent with past practice; (j) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or equity interests of, or by any other manner, any business or any Person or any division thereof; or (k) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 3.07 Material Contracts.

(a) Schedule 3.07 lists each of the following Contracts binding on Seller or the Purchased Assets (collectively, "**Material Contracts**"): (i) each Contract of Seller involving aggregate consideration in excess of Ten Thousand Dollars (\$10,000) or which, in each case, cannot be cancelled by Seller without penalty or without more than thirty (30) days' notice; (ii) Leases, (iii) agreements with healthcare facilities, (iv) Medicare and Medicaid provider agreements and agreements under any other Payor Program, (v) all Contracts that provide for the indemnification by Seller of any Person or the assumption of any Tax, environmental or other Liability of another Person; (vi) all Contracts that relate to the acquisition or disposition of any business, a material amount of equity interests or assets of any other Person or any real property (whether by merger, sale of equity interests, sale of assets or otherwise); (vii) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) to which Seller is a party and which are not cancellable without penalty or without more than thirty (30) days' notice; (viii) all Contracts relating to Indebtedness; (ix) all Contracts containing any non-competition, non-solicitation or other restrictive covenant pertaining to Seller or any employees of Seller; (x) any Contracts to which Seller is a party that provide for any joint venture, partnership or similar arrangement by Seller; (xi) all Contracts between or among Seller and any Affiliate or any Stockholder or any family members thereof; (xii) all Contracts that require a Required Consent, and (xiii) all Contracts between Seller and any Governmental Authority (including municipal authorities), or pursuant to which Seller provides, directly or indirectly, goods or services to any Governmental Authority.

(b) Each Material Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. Neither Seller nor, to Seller's Knowledge, any other party thereto is in breach of or default under any Material Contract in any material respect. Neither Seller nor, to Seller's Knowledge, any other party thereto has provided or received any notice of any breach of or default under or intention to terminate, any Material Contract. To Seller's Knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer.

Section 3.08 Title to Purchased Assets; Real Property.

(a) Seller has good and valid title to, or a valid leasehold interest in, the Purchased Assets. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances, except for Permitted Encumbrances and except those to be paid in full and released at Closing in accordance with Section 2.07.

(b) Seller does not own any Real Property. Schedule 3.08 lists (i) the street address of each parcel of Real Property that is leased by Seller ("**Leased Property**"); (ii) the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease for each leased or subleased property; and (iii) the current use of such property. Seller has delivered or made available to Buyer true, complete and correct copies of any leases affecting the Real Property ("**Leases**"). Seller is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of the Leased Property. The use and operation of the Leased Property in the conduct of the Business does not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement.

(c) To the Knowledge of Seller, there are no mechanical, structural, environmental, sanitary or plumbing defects existing on the Leased Property and there are no facts or conditions affecting any of the improvements which would, individually or in the aggregate, interfere in any material respect with the use or occupancy of the improvements or any portion thereof in the operation of the Business.

(d) Seller has not received any written notice from any Governmental Authority or other Person and to the Knowledge of Seller, there is no threatened Action against Seller with respect to the failure of the Leased Property to substantially comply in all material respects with applicable Laws including provisions of the Rehabilitation Act of 1973, Title III of the Americans with Disabilities Act, and the provisions of any comparable state statute relative to accessibility.

Section 3.09 Condition and Sufficiency of Assets. To the best of Seller's Knowledge, the buildings, plants, structures, furniture, fixtures, machinery, equipment and other items of tangible personal property included in the Purchased Assets are, to the Knowledge of Seller, structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such items of tangible personal property is in need of

significant maintenance or repairs, except for ordinary, routine maintenance and repairs that are not material in nature or cost. The items of tangible personal property included in the Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets reasonably necessary to conduct the Business as currently conducted. All Vehicles included in the Purchased Assets have been maintained on a regular schedule in the ordinary course of business and each Vehicle can be used for its intended purposes from and after the Closing.

Section 3.10 Intellectual Property. Schedule 3.10 sets forth a true and complete list of all Intellectual Property related to the Business and the owner of such Intellectual Property. Seller exclusively owns or has a valid license to use all right, title and interest in and to the Intellectual Property free and clear of any Encumbrances other than Permitted Encumbrances and none is subject to a proceeding of any kind. To the Knowledge of Seller, the operation of the Business as it is currently conducted does not and will not infringe or misappropriate in any manner the Intellectual Property of any third party. To the Knowledge of Seller, no Person has or is infringing or misappropriating any such Intellectual Property.

Section 3.11 Inventory. All Inventory of the Business, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable, consumable or salable, in the ordinary course of business consistent with past practice, except for obsolete, damaged, or defective items that have been written off or written down to fair market value.

Section 3.12 Accounts Receivable. The Accounts Receivable of the Business reflected on the Balance Sheet and the Accounts Receivable of Seller arising after the date thereof (all of which are Excluded Assets), but prior to Closing, have arisen or will arise from bona fide transactions entered into by Seller involving the rendering of services in the ordinary course of business consistent with past practice.

Section 3.13 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any of the other Transaction Documents based upon arrangements made by or on behalf of any Seller Party.

Section 3.14 Insurance. Schedule 3.14 sets forth a true and complete list of all current policies or binders of professional liability, fire, liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability, key-man life insurance and other insurance maintained by Seller and relating to the Business and the Purchased Assets (collectively, the "**Insurance Policies**"). True and complete copies of the Insurance Policies have been made available to Buyer. The Insurance Policies are in full force and effect as of the date hereof and as of the Closing. All of the Insurance Policies (i) are valid and binding in accordance with their terms; (ii) have not been subject to any lapse in coverage; and (iii) except as set forth on Schedule 3.14, are "occurrence based" liability insurance policies (and not "claims made").

Section 3.15 Legal Proceedings. Except as set forth on Schedule 3.15, there are no Actions pending or, to Seller's Knowledge, threatened (i) against or by any Seller Party affecting

any of the Purchased Assets (or by or against any Seller Party or any Affiliate thereof); or (ii) against or by Seller Party or any Affiliate thereof that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Seller's Knowledge, no event has occurred and/or no circumstances exist that may give rise to, or serve as a basis for, any such Action. For the avoidance of doubt, Actions do not include insurance claims incurred in the ordinary course of business which are not being litigated or arbitrated.

Section 3.16 Compliance with Law; Healthcare Regulatory Compliance.

(a) General Compliance. Except as set forth on Schedule 3.16, Seller is not a party to, or bound by, any Governmental Order that imposes obligations on Seller and/or the Business to be performed after the Closing Date. Except as set forth on Schedule 3.16, Seller, its directors and officers, and, to the Knowledge of Seller, each of Seller's employees, agents and independent contractors, is, and has been, in compliance in all material respects with all Governmental Orders and all Laws applicable to the Business, including, without limitation all OSHA regulations, Federal and state wage laws and regulations, and the Federal Fair Labor Standards Act.

(b) Compliance with Healthcare Laws. Without limiting the generality of Section 3.16(a) and except as set forth on Schedule 3.16, Seller, its directors and officers, and, to the Knowledge of Seller, Seller's employees, agents and independent contractors, is, and has been, in compliance in all material respects with all Healthcare Laws applicable to the Business.

(c) Right to Receive Payment. Except as set forth on Schedule 3.16, Seller is eligible to receive payment under Medicare as a Part B provider and under the State of New York's Medicaid Program, and Seller is not in material violation of any requirement, rule, regulation, or guidance relating to any of these programs. Seller has timely filed, in a complete and correct manner, all claims, data, information, and other reports required to be filed in connection with the Medicare and Medicaid programs in which the Business participates. There are no claims, investigations, audits, inquiries, subpoenas, demands, requests, actions, payment reviews, or appeals pending or, to the Knowledge of Seller, threatened before any Governmental Authority, including, without limitation any intermediary or carrier. Except as set forth on Schedule 3.16, no validation review or program integrity review related to Seller (other than normal, routine reviews) has been conducted by any Governmental Authority in connection with the Medicare or any Medicaid program, and no such reviews are scheduled, pending or to the Knowledge of Seller, threatened against or affecting Seller, the Business, the Purchased Assets or the consummation of the transactions contemplated by this Agreement.

(d) Reimbursement Programs. Except as disclosed on Schedule 3.16, Seller has not received any written notice from any Governmental Authority or Payor Program that there is any investigation, audit, claim review, or other action pending or threatened that could result in a revocation, suspension, termination, probation, restriction, limitation, or non-renewal of a participation agreement or that could result in Seller's exclusion or suspension from such program, and to Seller's Knowledge, there are no grounds to anticipate any such investigation or audit in the foreseeable future; (ii) all claims submitted by or on behalf of Seller to a Payor Program represent claims for items, services or goods actually provided by Seller; (iii) all claims that have been submitted by or on behalf of Seller have been submitted in compliance with applicable

Healthcare Laws and Payor Program requirements; (iv) Seller has not received any written notice that there are any pending or threatened audits, surveys, investigations or claims for or relating to its claims under Payor Programs; (vi) Seller is and has been in compliance in all respects with the conditions of participation, handbooks, and guidelines of each Payor Program; and (vii) Seller has not received any payment or reimbursement in excess of amounts allowed by any Healthcare Law.

(e) Compliance with the Anti-Referral Laws. Each Seller Party, and Seller's officers, directors, managers and employees are in compliance with all state and federal Healthcare Laws that govern the manner and extent of referral and financial relationships between healthcare entities and/or providers.

(f) No Corrupt Practices. Each Seller Party and, to the Knowledge of Seller, all officers, directors, managers, and contractors and agents of Seller, have (i) not made any contribution, payment or gift of funds or property to any person in violation of Law; and (ii) not established or maintained any fund or asset that has not been recorded in the books and records of such party for an illegal purpose.

(g) HIPAA and Personal Data Security Compliance. Seller is and has at all times been in compliance in all material respects with all applicable Healthcare Laws and standards imposed by self-regulating bodies relating to privacy, security, data protection, and the collection and use of health information and personal and financial data gathered, accessed, collected, or used in the course of the operations of the Business, including the HIPAA Privacy Laws; applicable provisions of the Confidentiality of Alcohol and Drug Abuse Patient Records regulation at 42 C.F.R. Part 2; and all applicable state and federal Laws regarding the privacy and security of health information, and personal data and nonpublic financial information (including credit card data) and the Payment Card Industry Data Security Standards version 2.0 to the extent Seller processes, stores or transmits credit card information (all non-health information referred to as "**Personal Data**"). Seller has the necessary agreements with all "business associates" and "business associate subcontractors" (as such terms are defined by and as such agreements are required by the HIPAA Privacy Laws) and is in compliance in all material respects with respect thereto.

(h) HIPAA Security Laws. With respect to the security of electronic protected health information, as that term is defined in 45 C.F.R. 160.103, Seller has identified and implemented all reasonable and appropriate administrative, physical and technical security measures to protect against reasonably anticipated threats or hazards to the security or integrity of electronic protected health information as required by HIPAA and its implementing regulations codified at 45 C.F.R. Part 160 and Subparts A and C of Part 164 (collectively, the "**HIPAA Security Laws**"). To the Knowledge of Seller, with respect to all Personal Data, Seller has taken all steps reasonably necessary (including implementing and monitoring compliance with adequate measures with respect to technical and physical security) to ensure that such information is protected against loss and against unauthorized access, use, modification, disclosure, or other misuse. There has been no material unauthorized access to or other material misuse of such information that compromised, or could reasonably be expected to compromise, the privacy or security of Personal Data.

Section 3.17 Permits. Schedule 3.17 contains a true, correct and complete list of all permits, licenses and authorizations (collectively, "**Permits**") granted by any Governmental

Authority held by Seller and any professionals employed by or providing services thereto, including, without limitation, any licenses issued by the New York Department of Public Health, emergency services certifications, controlled substances licenses, Medicare and Medicaid licenses, and medical licenses and certifications of professionals. The Permits listed on Schedule 3.17 constitute all of the Permits that are required to operate the Business as presently conducted. Except as set forth on Schedule 3.17, (a) all such Permits are in full force and effect and no violations have been recorded in respect of any thereof and no Action is pending or, to the Knowledge of Seller, threatened to revoke or limit any thereof and (b) except as set forth on Schedule 3.17, none of the Permits will be subject to revocation, suspension, termination, modification or impairment as a result of the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement and the Transaction Documents.

Section 3.18 Environmental Matters. Without limiting the generality of the provisions of Section 3.16(a):

(a) To the Knowledge of Seller, except as set forth in Schedule 3.18, Seller (i) is, and at all times has been, in material compliance with all Environmental Laws, (ii) does not have any Liability under any Environmental Laws with respect to the operation of the Business and the Leased Property; and (iii) has not received any unresolved notices of any violation or Liability or alleged violation of any Laws or alleged Liability relating to the operations of the Business and, to the Knowledge of Seller, there is no basis for any such notices. Seller has made available to Buyer all environmental investigations, studies, audits and other assessments in its possession or control with respect to Seller and/or the Leased Property.

(b) Seller has not assumed, undertaken, provided an indemnity with respect to, or otherwise become subject to, any liability of any other Person relating to Environmental Laws.

Section 3.19 Employee Benefit Matters.

(a) Schedule 3.19 contains a true and complete list of each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, equity or equity-based, change in control, retention, severance, vacation, paid time off, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA which is or has been maintained, sponsored, contributed to, or required to be contributed to by Seller for the benefit of any current or former employee, officer, director, manager, retiree, independent contractor or consultant of the Business or any spouse or dependent of such individual or for which Seller may have a Liability (each, a “**Benefit Plan**”). For each Assigned Benefit Plan, Seller has provided Buyer: (i) true and correct copies of each Benefit Plan (or, to the extent there is no written copy of a Benefit Plan, a written summary of the terms and participants of such Benefit Plan); (ii) copies of all current summary plan descriptions and summaries of benefits and coverage; (iii) all material communications received from or sent to the IRS, Department of Labor, or other Governmental Authority (including a written description of any oral communications); (iv) Forms 1094-C, 1095-C, and 5500, and all schedules thereto for the

three (3) most recent years to the extent applicable; (v) all related trust agreements, insurance Contracts or other funding arrangements and amendments thereto; (vi) the most recent determination or opinion letter from the IRS relating thereto; (vii) all current administrative and other service contracts and amendments thereto with third-party service providers; (viii) all current employee handbooks, manuals and policies; and (ix) all amendments and modifications to any such document.

(b) None of Seller or any of its ERISA Affiliates (nor any predecessor of any such entity) has ever maintained or contributed to a Benefit Plan subject to Title IV of ERISA including any “multiemployer plan” (as defined in Section 3(37) of ERISA), or has any liability with respect thereto or any Benefit Plan that is a “multiple employer welfare arrangement” as defined in §3(40) of ERISA, a “voluntary employees’ beneficiary association” (as defined in Section 501(c)(9) of the Code), or other funded arrangement for the provision of welfare benefits or a welfare benefit plan that is self-insured. Each Benefit Plan and related trust has been established, administered and maintained in all material respects in accordance with its terms and in compliance with all applicable Laws and each such Benefit Plan is fully funded on a termination basis (to the extent applicable). There is no material Action pending or, to Seller’s Knowledge, threatened, against any Benefit Plan or the assets of any Benefit Plan (other than routine claims for benefits) and, to Seller’s Knowledge, no facts and circumstances exist that would reasonably be expected to give rise to any such material Action. There has been no prohibited transaction described in Section 406 of ERISA or Section 4975 of the Code for which an exemption is not available with respect to any Benefit Plan.

(c) Each Benefit Plan intended to be qualified under Section 401(a) of the Code, and the trust (if any) forming a part thereof, is so qualified and has received a favorable determination letter from the IRS as to its qualification under the Code and to the effect that each such trust is exempt from taxation under Section 501(a) of the Code and, to Seller’s Knowledge, nothing has occurred since the date of such determination letter that could adversely affect such qualification or tax-exempt status.

(d) Seller does not maintain, sponsor, contribute or have any obligation to contribute to, or have any Liability or would reasonably be expected to have any Liability with respect to, any Benefit Plan providing health or life insurance or other welfare-type benefits for former, current or future retired or terminated employees or service providers (or any spouse or other dependent thereof) other than as mandated by the group health plan continuation coverage requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code, and of any similar state Law.

(e) All required reports and descriptions (including Form 5500 Annual Reports, Forms 1094-C and 1095-C, Summary of Benefits and Coverage, and Summary Plan Descriptions) have been filed or distributed in compliance with the applicable requirements of ERISA and the Code with respect to each Benefit Plan.

(f) With respect to each Benefit Plan that is a group health plan, Seller, its Affiliates and any ERISA Affiliate have maintained and administered each such plan in compliance with the Patient Protection and Affordable Care Act of 2010 as amended and the regulations issued

thereunder, and has complied with the applicable reporting requirements under Sections 6055 and 6056 of the Code and, to Seller's Knowledge, there exists no basis upon which Seller, its Affiliates or any ERISA Affiliate would be expected to be subject to any penalties or assessable payments under Section 4980B or Section 4980H of the Code, nor have Seller, its Affiliates or any ERISA Affiliate received any correspondence from the IRS or other Governmental Authority indicating that such penalties or assessable payments are or may be due.

(g) Each Benefit Plan and any award thereunder, that is or forms part of a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code, complies, and has at all times been operated in compliance with, and the Seller has complied in practice with, all applicable requirements of Section 409A of the Code.

Section 3.20 Employment Matters.

(a) Schedule 3.20 contains a list of all persons who are employees and independent contractors of Seller with respect to the Business, including any employee who is on a leave of absence, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) hire date; (iv) current annual base compensation rate; (v) commission, bonus or other incentive-based compensation; (vi) a description of any fringe benefits provided to each such individual that are not generally available to all employees; and (vii) Fair Labor Standards Act exempt status. All compensation, including wages, commissions and bonuses, payable to all employees, independent contractors or consultants of the Business for services performed on or prior to the Closing have been paid in full or are scheduled to be paid in full on the next regularly scheduled payroll and there are no outstanding agreements, understandings or commitments of Seller with respect to any such compensation. Seller is not, and has not been for the past five (5) years, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, "**Union**"), and there is not, and has not been for the past five (5) years, any Union representing or purporting to represent any employee of the Business. To Seller's Knowledge, no Union or group of employees is seeking or has sought to organize employees of Seller for the purpose of collective bargaining. There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting Seller or its employees.

(b) All individuals characterized and treated by Seller as independent contractors or consultants are properly treated as independent contractors under all applicable Laws and all employees of Seller classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified. There are no Actions against Seller pending, or to Seller's Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant or independent contractor of Seller, including any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wage and hours or any other employment related matter arising under applicable Laws.

(c) Seller is and has been in material compliance with all applicable Laws with respect to employment and employment practices, including with respect to terms and conditions of

employment, health and safety, wages and hours, child labor, immigration and work authorization, employment discrimination, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance. Seller has not received written notice of: (i) any unfair labor practice charge or complaint pending or threatened before the National Labor Relations Board or any other similar Governmental Authority responsible for labor relations, (ii) any charge or complaint pending before the Equal Employment Opportunity Commission or any other Governmental Authority responsible for the prevention of unlawful employment practices, or (iii) the intent of any Governmental Authority responsible for the enforcement of labor, employment, wages and hours of work, child labor, immigration, or occupational safety and health laws to conduct an investigation or that such investigation is in progress.

Section 3.21 Taxes. All Tax Returns required to be filed on or before the Closing Date by Seller have been timely filed (taking into account all applicable extensions). All Seller Tax Returns are true, complete and correct in all material respects. All Taxes due and owing by Seller have been timely paid and adequate provision for any Taxes that are not yet due and payable has been made for all taxable periods, or portions thereof, ending on or before the Closing. Seller has made available to Buyer copies of all federal, state, local and foreign income, franchise and similar Tax Returns, examination reports, and statements of deficiencies assessed against, or agreed to by, Seller for all Tax periods ending after January 1, 2020. Seller has withheld and timely paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, equity holder or other party, and complied with all information reporting and backup withholding provisions of applicable Law. There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the Purchased Assets and, to Seller's Knowledge, there are no such Encumbrances for Taxes threatened by any Governmental Authority. There is no dispute or claim concerning any Tax liability of Seller either claimed or raised by any Governmental Authority in writing. Seller has not received from any Governmental Authority (including jurisdictions where Seller has not filed Tax Returns) any notice indicating an intent to open an audit or other review. No Seller Party is subject to tax under Section 1374 of the Code (or any similar state law) as a result of the sale of the Purchased Assets. Seller does not have in force any waiver of the statute of limitations on the right of the IRS or any other Governmental Authority to assess additional Taxes or to contest the income or loss with respect to any Tax Return. No claim has ever been made by a Governmental Authority in a jurisdiction in which Seller does not file a Tax Return that Seller is or may be subject to taxation by that jurisdiction. No Selling Party is a party to any tax-sharing agreement. None of the assets of Seller are subject to a lease, safe harbor lease or other arrangement as a result of which Seller is not treated as the owner of such assets for federal income tax purposes. None of the Purchased Assets are subject to an arrangement that may cause a "tax-exempt use loss" under Section 470 of the Code for any year. None of the Purchased Assets are subject to any "Section 467 rental agreement" within the meaning of Section 467(d) of the Code or Treasury Regulation Section 1.467-1(c). No Selling Party is, nor has been, a party to any "reportable transaction," as defined in Section 6707A(c)(1) of the Code and Treasury Regulation Section 1.6011-4(b). No Selling Party nor any Purchased Assets is liable for Taxes of any other Person as a result of successor Liability, transferee Liability, or joint and several Liability, contractual Liability or otherwise. Seller has not been a member of any consolidated, combined or unitary group for federal, state, local or foreign Tax purposes. There is no material property or obligation of Seller,

including uncashed checks to vendors, customers, or employees, non-refunded overpayments, or unclaimed subscription balances, that is escheatable or reportable as unclaimed property to any state or municipality under any applicable escheatment or unclaimed property Laws. Seller has not deferred the payment of any payroll taxes pursuant to IRS Notice 2020-65 or any other applicable Law.

Section 3.22 Government Stimulus Payments. Seller has no continuing obligations under any grants, funds or payments received from state or federal sources (including, without limitation, pursuant to the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Economic Injury Disaster Loan program, advanced payments from CMS pursuant to the CMS Accelerated and Advance Payment Program, loans in connection with Paycheck Protection Program, deferral of payroll taxes or other governmental economic benefits) in each case received by Seller as a result of COVID-19 and the related pandemic as of the date hereof and as of the Closing.

Section 3.23 No Material Misstatement. To the Knowledge of Seller, no representation or warranty made by any Seller Party in this Agreement and no statement contained in Schedules to this Agreement or in any certificate furnished by a Seller Party to Buyer at the Closing contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein not misleading.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof and as of the Closing.

Section 4.01 Organization and Authority of Buyer. Buyer is a nonstock corporation duly formed, validly existing and in good standing under the Laws of the State of New York. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any of the other Transaction Documents to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and each Transaction Document to which Buyer is a party have been duly executed and delivered by Buyer, and this Agreement and the Transaction Documents to which Buyer is a party constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with its terms.

Section 4.02 No Conflicts; Consents. Except for receipt of the Regulatory Approvals, the execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (i) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation or bylaws of Buyer; (ii) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (iii) require the consent of, notice to or other action by any Governmental Authority or

any Person under any Contract to which Buyer is a party.

Section 4.03 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any of the other Transaction Documents based upon arrangements made by or on behalf of Buyer.

Section 4.04 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate thereof that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Buyer's knowledge, no event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

ARTICLE V COVENANTS

Section 5.01 Regulatory Approvals. The transactions contemplated by this Agreement require approval from Regional Emergency Medical Service Councils of Suffolk County, Nassau County and New York City and the New York State Department of Health (such approvals, plus any other regulatory approvals that may be required to consummate the transactions contemplated by this Agreement, the "**Regulatory Approvals**"). Promptly following execution of this Agreement, Seller and Buyer shall fully cooperate in seeking the Regulatory Approvals from all appropriate Governmental Authorities, and no Seller Party will take any action that will have the effect of delaying, impairing or impeding the receipt of the Regulatory Approvals and other Required Consents.

Section 5.02 Employee Matters. Prior to the Closing Date, and subject to further due diligence review and in its discretion, Buyer or an Affiliate of Buyer shall offer to hire substantially all employees of Seller (collectively, "**Employees**") on an "at will" basis, provided that such Employee is actively employed in the Business and is in good standing with Seller. Offers of employment to Employees shall be subject to compliance with Buyer's (or its Affiliate's) policies and procedures for onboarding employees, including standard background and compliance checks. Buyer shall offer such eligible Employees the (i) same or comparable salary, provided that such salary is within market range for similarly qualified employees, and (ii) the opportunity to participate in health and welfare benefits and retirement benefits that are generally comparable in structure to the current benefits offered by Catholic Health to its employees. Buyer shall not offer employment to any Stockholder or family members of a Stockholder. Buyer shall hire as of the Closing Date each Employee who receives an offer of employment and elects to accept employment with Buyer or its Affiliate.

Section 5.03 Confidentiality. From and after the Closing, each Seller Party shall, and shall cause their respective Affiliates to, hold, and shall use reasonable best efforts to cause its and their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business. If any Seller Party or any of their respective Affiliates or Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, such Seller Party shall promptly notify Buyer in writing and shall disclose only that portion of such information which such Person is advised by its counsel in

writing is legally required to be disclosed, provided that such Seller Party shall use commercially reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.04 Non-competition; Non-solicitation.

(a) For a period of five (5) years commencing on the Closing Date (the “**Restricted Period**”) and except as otherwise provided below, each Seller Party, shall not, and shall not permit any of its respective Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Business or any business that is substantially similar to or competitive with the Business in the Territory; (ii) have an interest (financial or otherwise) in any Person other than Buyer or Buyer’s Affiliates that engages directly or indirectly in the Business or any business that is substantially similar to or competitive with the Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) intentionally interfere, including by disparagement, in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between Buyer, Buyer’s Affiliates and customers or suppliers of the Business. Notwithstanding the foregoing, nothing in this Agreement shall prevent any Seller Party from continuing to own an interest in Richmond County Ambulance Service Inc. (“**RCA**”) and continuing to operate the RCA business as currently conducted or as may be conducted in the future provided that during the Restricted Period, such Seller Party does not, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of the Business or potential clients or customers of the Business for purposes of diverting their business or services from Buyer or Buyer’s Affiliates (excluding for such purposes any business from a third party who terminates its relationship with the Business as a result of the transactions contemplated by this Agreement). In addition, nothing herein shall prevent Seller Party from owning, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if such Seller Party does not, directly or indirectly, own one-half percent (0.5%) or more of any class of securities of such Person.

(b) Upon execution of this Agreement and for a period of two (2) years thereafter, Seller Parties shall not, and shall not permit any of their respective Affiliates to, directly or indirectly, solicit any employee of the Business, or encourage any such employee to leave such employment, except for solicitations pursuant to a general solicitation which is not directed specifically to any such employees.

(c) Seller Parties shall refrain from directly or indirectly making written or oral statements to any person or entity with whom Buyer has had or has a business or prospective business relationship, as well as the press and the community at large, by any means, including but not limited to internet postings, blog entries and social media, which may reasonably be expected to disparage or impugn the character, integrity or ethics, or damage the business, image or reputation, of Buyer or any of its Affiliates, or any of their respective Representatives.

(d) Each Seller Party acknowledges that a breach or threatened breach of this Section 5.04 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by any Seller Party of any such obligations, Buyer will, in addition to any and all other rights and remedies

that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond). Each Seller Party acknowledges that the restrictions contained in this Section 5.04 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 5.04 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant will be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law. The covenants contained in this Section 5.04 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written will not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction will not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

(e) Notwithstanding anything to the contrary contained herein, the Selling Party and/or its Affiliates may solicit and hire Omri Asta and/or Nicole Florczak upon completion of the transaction and may hire on a part time basis and/or hire as an independent contractor Jennifer Casey to complete the collections of its Accounts Receivables after the 90 day period set forth hereinafter for Buyer to assist collections of its Accounts Receivable.

Section 5.05 No Shop. Each Seller Party agrees that, from the date hereof through the Closing Date, they shall not, and shall not permit any of their respective Affiliates or any investment banker, attorney, adviser or other Representative of such Seller Party to, directly or indirectly, through an intermediary or otherwise, negotiate, solicit, investigate, entertain discussions or offers, or otherwise pursue in any manner any arrangement with a third party similar to, or meant to act as a substitute for, the transactions contemplated by this Agreement, which shall include any sale and/or transfer of all or any portion of Seller or its assets, via an asset sale, merger, consolidation, transfer of equity interests, re-capitalization, financing or other similar business combination. Each Seller Party shall promptly inform any third party making any such proposals that such Seller Party is prohibited from discussing such proposal with the third party.

Section 5.06 Further Assurances; Delivery of Financial Statements.

(a) Following the Closing, each party shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement. Between the date hereof and the Closing Date, Seller shall afford to the authorized representatives and agents of Buyer reasonable access to and the right to inspect the property, books and records of Seller relating to the Business and the Purchased Assets and will furnish Buyer and its Affiliates with such additional financial and operating data and other information as to the Business and the Purchased Assets as Buyer may from time-to-time reasonably request. Buyer's right of access and inspection shall be made in such a manner as not to interfere unreasonably with the operation of the Business or Seller's use

of the Purchased Assets. In consideration of the transactions contemplated by this Agreement and in recognition of the potential loss of existing customers of Seller following the announcement of the transactions contemplated herein, and subject to applicable law, from and after the date of this Agreement until the Closing, Buyer shall utilize Seller as a preferred provider for ambulance transport services, subject in all cases to Buyer's existing contractual obligations, patient needs, payor guidelines and patient choice.

(b) Between the date hereof and the Closing Date, Seller shall provide Buyer with copies of (i) monthly individual financial statements of Seller prepared in the ordinary course of business, within thirty (30) days following the end of each month, and (ii) regularly prepared consolidated quarterly and annual financial statements within five (5) days following their preparation.

Section 5.07 Public Announcements. Buyer and Seller shall consult with each other and seek and obtain one another's approval (not to be unreasonably withheld, conditioned or delayed) before issuing any press release, or otherwise making any public statements, with respect to this Agreement or the transactions contemplated hereby, and shall not issue any such press release or make any such public statement prior to such consultation and approval; *provided* that each party may make any such announcement or disclosure which it in good faith believes is necessary or advisable in connection with any requirement of Law, it being understood and agreed that each party shall provide the other parties with copies of any such announcement or disclosure in advance of such issuance; and *provided*, further, that each party may make internal announcements to their respective employees that are not inconsistent in any material respects with the parties' prior public disclosures regarding the transactions contemplated by this Agreement. Notwithstanding the foregoing, the parties may disclose the terms of this Agreement for purposes of obtaining the Regulatory Approvals and Required Consents to the extent necessary to obtain them and may also disclose to such party's accountants, advisors, and Representatives, in each case, as necessary in connection with the ordinary conduct of its business. Nothing contained or implied herein shall preclude any party from releasing any information in connection with enforcing its rights under of this Agreement or the other Transaction Documents or in connection with the preparation and filing such party's Tax Returns.

Section 5.08 Sales and Use Tax; Bulk Sales. At least ten (10) days prior to Closing, Seller will work with Buyer to obtain tax clearance certificates from the New York's Department of Taxation and Finance ("**Tax Clearance Certificates**"). Seller agrees to pay any sales and use taxes required in order for such Tax Clearance Certificates to be issued. Buyer shall pay any New York bulk sales taxes due with respect to the transfer of the Purchased Assets, if any.

Section 5.09 Accounts Receivable.

(a) Seller shall retain all rights in and title to all Accounts Receivable for services provided prior to the Closing Date and shall have the right, at its own expense, to engage in collection activities with respect to the Accounts Receivable before and after the Closing. Each party agrees that they will provide each other with any information reasonably required to enable each party to complete its billing to and collections from any Payor Programs.

(b) For a period of ninety (90) days after Closing, Buyer shall lease to Seller one Employee to assist Seller in collecting Accounts Receivable for services provided prior to the Closing Date (the “**Leased Employee**”). Seller shall pay Buyer a reasonable hourly rate for the Leased Employee’s services, to be agreed upon among Buyer and Seller prior to the provisions of such services. The Leased Employee will track all time spent in providing such services and Buyer shall remit a monthly invoice to Seller. Buyer shall remit any collections of Seller’s Accounts Receivable (net of any payment due to Buyer for the Leased Employee’s services) to Seller within ten (10) Business Days of receipt pursuant to wire instructions provided by Seller. The Leased Employee’s obligations shall be limited to sending out invoices and two reminders and neither Buyer nor the Leased Employee shall have any obligation to engage in any other collection activities with respect thereto.

(c) From and after the Closing, if any Seller Party, or any of their Affiliates receives or collects any funds relating to any Purchased Asset, such Person will promptly remit such funds (or cause such funds to be remitted) to Buyer, and in any event within five (5) Business Days after its receipt thereof.

(d) From and after the Closing, if Buyer or any of their Affiliates receives any mail addressed to a Seller Party, such Person will promptly remit such mail or cause such mail to be sent to Seller at a designated forwarding address, and in any event within five (5) Business Days after its receipt thereof.

Section 5.10 License of Name. Seller grants Buyer a limited, non-transferable, non-exclusive license to use the name “Emergency Ambulance Service” solely in connection with the operation of the Business from and after the Closing for a period the lesser of rebranding of all registered Vehicles transferred as part of the Purchased Assets or six (6) months following the Closing. Such license shall be granted solely to allow Buyer sufficient time to rebrand equipment, Vehicles, materials, signage and other items associated with the Business.

Section 5.11 Update to Disclosure Schedules. Prior to Closing, Seller shall provide Buyer with any updates to the Disclosure Schedules so that they are accurate in all material respects as of the Closing. The updated Disclosure Schedules shall not cure any breach that may be reflected by such updated Disclosure Schedules.

Section 5.12 Operation in Ordinary Course. From the date of this Agreement until the Closing, Seller shall (i) continue to operate the Business in substantially the same manner as it has heretofore operated, (ii) maintain the Seller’s licensure status in good standing and in full force and effect, (iii) use commercially reasonable and diligent efforts to preserve intact the business operations and relationships of Seller with third parties, (iv) not sell, transfer or otherwise dispose of any of the personal property of Seller except in the ordinary course of business consistent with prior practices, (v) maintain and replace Vehicles in the ordinary course of business consistent with past practice, (vi) without consent of Buyer, not enter into any new contract nor modify, cancel, accept the surrender of or renew (except when any such acceptance of surrender or renewal is non-discretionary) any Assumed Contract, (vii) use commercially reasonable efforts to retain the Employees, and (viii) promptly inform Buyer in writing of any material event which could reasonably be expected to adversely affect the Business or the Purchased Assets, whether or not

insured.

Section 5.13 Transition Services. To the extent Buyer needs services from Seller on an interim basis as of the Closing to transition the Business from Buyer to Seller, the parties agree to work together to develop an appropriate Transition Services Agreement. For the avoidance of doubt, if Omri Asta does not become an employee of Buyer or any of its Affiliates as of or after the Closing, then for up to twelve (12) months following the Closing, the Transition Services Agreement shall include Mr. Asta's services (so long as he remains employed by Seller or its Affiliates), under which he will provide transition/knowledge-transfer services to Buyer on an as-needed basis, be reasonably available up to twenty (20) hours per month (not to exceed forty (40) hours in any month without Buyer's prior consent), and Seller will be compensated for his time at a mutually agreed hourly rate for all services requested and so performed.

ARTICLE VI

CONDITIONS PRECEDENT; CLOSING DELIVERABLES

Section 6.01 Conditions Precedent for Buyer. The obligations of Buyer hereunder are subject to the satisfaction or written waiver (in the sole discretion of Buyer), on or prior to the Closing Date, of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller Parties contained in this Agreement that are qualified by materiality or reference to "Material Adverse Effect" shall be true in all respects taking into account such materiality qualifier or reference to Material Adverse Effect, and those that are not so qualified shall be true and correct in all material respects, on and as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date (other than representations and warranties made as of a specified date which shall speak as of such specific date).

(b) Covenants. Each covenant contained in this Agreement to be complied with or performed by any Seller Party on or before the Closing Date pursuant to the terms hereof shall have been complied with and performed in all material respects.

(c) Litigation or Proceeding. No Action before a court or any other Governmental Authority seeking to materially restrain or prohibit the transactions contemplated hereby shall be pending or threatened, and no injunction, judgment, order, decree, statute, law, rule or regulation that restrains or prohibits the transactions contemplated hereby shall have been issued, enacted or promulgated by a court or any other Governmental Authority.

(d) Third Party Approvals. The Regulatory Approvals and Required Consents shall have been received, and all other notices, reports and other filings required to be made prior to Closing by any Seller Party with any Governmental Authority, and all Permits, approvals, or authorizations required to be obtained prior to Closing by any Seller Party from any Governmental Authority or any other third party for the consummation of the transactions contemplated hereby shall have been made or obtained.

(e) Replacement Agreements. With respect to any Contract requiring a Required Consent, in Buyer's sole discretion, the Parties may satisfy such condition to Closing if Buyer enters into a Replacement Agreement and in connection therewith receives a release for Seller of any of Seller's obligations under the Contract requiring a Required Consent.

(f) New Leases. Buyer (or its Affiliates) shall have entered into new commercial leases (the "New Leases") with Seller or its Affiliates covering the premises required to conduct the Business at the existing sites in Bohemia, New York and Hampton Bays, New York, each in form and substance reasonably acceptable to Buyer.

(g) Assigned Contract Copies. Buyer have received complete copies of all Contracts required by Section 2.04(a) and Buyer shall delivered Schedule 2.01(f).

(h) Satisfactory Completion of Due Diligence. Buyer shall be satisfied in its sole discretion with the results of its due diligence examination of the Business and the Purchased Assets and with the updated Disclosure Schedules provided by Seller as of the Closing.

(i) No Material Adverse Effect. No Material Adverse Effect shall have occurred to Seller since the date of this Agreement.

(j) Closing Balance Sheet. Buyer shall be satisfied, in its sole discretion, with the Closing Balance Sheet and the amounts reflected thereon as Indebtedness, Accounts Payable and Prepaid Expenses.

(k) Board Approval. The transactions contemplated by this Agreement shall have been approved by the governing body of Buyer within thirty (30) days of execution of the Agreement.

(l) Bankruptcy. Seller shall NOT have: (i) filed for receivership or dissolution; (ii) made any assignment for the benefit of creditors; (iii) admitted in writing its inability to pay its debts as they mature; (iv) been adjudicated bankrupt; or (v) filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization or entered into an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state.

(m) Tax Clearance Certificates. Buyer shall have received Tax Clearance Certificates from the New York Department of Revenue Services confirming that Seller owes no sales and use taxes.

Section 6.02 Conditions Precedent to Seller Parties. The obligations of Seller Parties hereunder are subject to the satisfaction or written waiver in the sole discretion of Seller Parties, on or prior to the Closing Date, of the following conditions:

(a) Representations/Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects, on and as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date (other than representations and warranties made as of a specified date which shall speak as of such specific date).

(b) Covenants. Each covenant contained in this Agreement to be complied with or performed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been complied with and performed in all material respects.

(c) Litigation or Proceeding. No Action before a court or any other Governmental Authority or authority seeking to materially restrain or prohibit the transactions contemplated hereby shall be pending or threatened, and no injunction, judgment, order, decree, statute, law, rule or regulation that restrains or prohibits the transactions contemplated hereby shall have been issued, enacted or promulgated by a court or any other Governmental Authority.

(d) Third Party Approvals. The Regulatory Approvals shall have been received, and all notices, reports and other filings required to be made prior to Closing by Buyer with any Governmental Authority, and all Permits, consents or authorizations required to be obtained prior to Closing by Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been made or obtained.

(e) No Bankruptcy. Buyer shall not have: (i) filed for receivership or dissolution; (ii) made any assignment for the benefit of creditors; (iii) admitted in writing its inability to pay its debts as they mature; (iv) been adjudicated bankrupt; or (v) filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization or entered into an arrangement with creditors under the Federal bankruptcy law or any other similar law or statute of the United States or any state.

Section 6.03 Closing Deliverables. The obligation of the parties to close shall be subject to the delivery by the applicable party of the following at Closing:

(a) Closing Balance Sheet and Flow of Funds Statement. Seller Parties shall deliver to Buyer the Closing Balance Sheet prepared in accordance with Section 2.08(a) and Flow of Funds Statement.

(b) Bill of Sale. Seller shall execute one or more Bills of Sale to Buyer reflecting the transfer of the Purchased Assets from Seller to Buyer, in form and substance satisfactory to Buyer.

(c) Vehicle Transfers. Seller shall provide a Certificate of Title for each Vehicle that is part of the Purchased Assets endorsed to Buyer, along with a Bill of Sale in form required by the New York Department of Motor Vehicles to transfer title to the Vehicles to Buyer.

(d) Form W-9. IRS Form W-9 of Seller.

(e) Assignment and Assumption Agreement. Buyer and Seller shall execute one or more Assignment and Assumption Agreements, in form and substance satisfactory to the parties, assigning the Assigned Contracts from Seller to Buyer.

(f) Assignment and Assumption of Leases. For each Lease assigned to Buyer, Buyer, Seller and Landlord shall have executed and delivered an Assignment and Assumption of Lease in form and substance satisfactory to the parties thereto.

(g) Purchase Price. Buyer shall pay the Purchase Price in accordance with the provisions of Section 2.07.

(h) Seller's Officer's Certificate. Seller shall deliver to Buyer an Officer's Certificate of Seller at Closing confirming (i) the provisions of Sections 6.01(a) and (b) are true and correct, and (ii) attaching true and complete copies of Seller's organizational documents, resolutions of its governing body approving the transactions contemplated by this Agreement, and a certificate of legal existence from the Secretary of State of New York dated a date that is within ten (10) Business Days of Closing.

(i) Buyer's Officer's Certificate. Buyer shall deliver to Seller an Officer's Certificate at Closing confirming the provisions of Sections 6.02(a) and (b) are true and correct and a certificate of legal existence from the Secretary of State of New York dated a date that is within ten (10) Business Days of Closing.

(j) Assigned Insurance Benefits. Seller shall provide a list of Assigned Insurance Benefits as of Closing.

(k) Employment Agreement. Buyer shall have entered into a two-year employment agreement with Randy Wolmart as of the Closing at his current or comparable salary and such benefits as offered by Buyer to its employees generally.

Section 6.04 Termination. This Agreement may be terminated (i) by mutual written agreement of the parties, (ii) by Buyer, if Seller has breached any representations and warranties of Seller Parties contained in this Agreement which if capable of being cured have not been cured within thirty (30) days of written notice from Buyer to Seller, (iii) by Buyer if it is not satisfied with the results of its due diligence for any reason, (iv) by Buyer, if any of the conditions set forth in Section 6.01 have not been or cannot be obtained, (v) by Seller, if any of the conditions set forth in Section 6.02 have not been or cannot be obtained, and (vi) by Buyer, if Seller fails to provide any Closing deliverables required to be provided by Seller in Section 6.03 or by Seller if Buyer fails to provide any of the Closing deliverables required to be provided by Buyer in Section 6.03.

ARTICLE VII TAX MATTERS

Section 7.01 Tax Covenants. Each Seller Party agrees as follows:

(a) Without the prior written consent of Buyer, each Seller Party shall not, and shall not permit any of their Affiliates to, to the extent it would have the effect of increasing the Tax liability or reducing any Tax asset of Buyer or the Business in respect of any Post-Closing Tax Period, make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction.

(b) All transfer, documentary, stamp, registration, value-added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents shall be borne and paid by the party who is legally responsible for payment. The appropriate party shall, at its own expense, timely file any applicable Tax Return or other document with respect to such Taxes or fees (and the other party shall cooperate with respect thereto as reasonably necessary).

(c) All personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for a taxable period that includes (but does not end on) the Closing Date will be apportioned between Seller on the one hand, and Buyer, on the other hand, as of the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date (with respect to any such taxable period, the “**Pre-Closing Straddle Period**”), and the number of days of such taxable period beginning after the Closing Date (with respect to any such taxable period, the “**Post-Closing Straddle Period**”). Seller shall be liable for the proportionate amount of such Taxes that is attributable to the Pre-Closing Straddle Period, and Buyer shall be liable for the proportionate amount of such Taxes that is attributable to the Post-Closing Straddle Period. If bills for such Taxes have not been issued as of the Closing Date, and, if the amount of such Taxes for the period including the Closing Date is not then known, the apportionment of such Taxes will be made at Closing on the basis of the prior period’s Taxes. After Closing, upon receipt of bills for the period including the Closing Date, adjustments to the apportionment shall be made by the parties, so that if either party paid more than its proper share at the Closing, the other party shall promptly reimburse such party for the excess amount paid by them.

Section 7.02 Cooperation and Exchange of Information. Seller and Buyer shall provide each other with such cooperation and information as either of them reasonably may request (and subject in all cases to applicable privilege under Law) of the other in filing any Tax Return pursuant to this Article VII or in connection with any audit or other proceeding in respect of Taxes. Such cooperation and information will include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by Tax authorities. Seller shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Business for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of

such extensions for the respective Tax periods.

Section 7.03 Bulk Sales Waiver. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer to the extent legally permissible. Any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction will be treated as Excluded Liabilities. Notwithstanding, any transfer tax related to the bulk transfer of the Purchased Assets, if any, shall be the obligation of Buyer.

ARTICLE VIII INDEMNIFICATION

Section 8.01 Survival. All covenants and agreements contained herein to be performed prior to the Closing Date shall survive the Closing Date and any covenant and agreement to be performed after the Closing Date shall survive the Closing in accordance with its terms. The representations and warranties made by Seller Parties in Article III and the representations and warranties made by Buyer in Article IV shall survive eighteen (18) months from the date of Closing. Notwithstanding anything in this Agreement to the contrary, the parties agree that if any Indemnified Party delivers, prior to the expiration of the survival period, a notice of claim to any Indemnifying Party in respect of a claim regarding a breach of a representation or warranty of a Seller Party or Buyer, as applicable, set forth in this Agreement, then such representation or warranty will survive the expiration of the survival period and remain in full force and effect with respect to such claim until the final resolution thereof.

Section 8.02 Indemnification by Seller Parties. Seller Parties, jointly and severally, shall defend, indemnify and hold harmless Buyer, its Affiliates and their respective Representatives (collectively, the “**Buyer Indemnified Party**”) from and against all Losses based upon or arising from:

- (a) any breach or inaccuracy of any representation or warranty made by any Seller Party in this Agreement or any Transaction Document;
- (b) any breach or nonperformance of any covenant of any Seller Party contained in this Agreement; and
- (c) any Excluded Liability or Liabilities arising from the Excluded Assets.

Section 8.03 Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller Parties, their respective Affiliates and their respective Representatives (“**Seller Indemnified Parties**”) from and against all Losses based upon or arising from:

- (a) any breach or inaccuracy of any representation or warranty made by Buyer in this Agreement or any Transaction Document; and
- (b) any breach or nonperformance of any covenant of Buyer contained in this

Agreement.

Section 8.04 Indemnification Procedures.

(a) Notification of Claim. Any Person seeking indemnification under Section 8.02 or Section 8.03 (“**Indemnified Party**”) shall promptly notify the party from whom indemnification is being sought (“**Indemnifying Party**”) in writing (“**Claim Notice**”) of any claim or demand for which the Indemnified Party is asserting an indemnification claim after the Indemnified Party becomes aware of such claim or demand. Such notice shall be accompanied by a reasonably detailed description of the basis for such claim or demand, the amount of Losses (to the extent then determinable) and a reference to the provisions of this Agreement under which Liability is asserted; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party for any Liability or obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is materially prejudiced by the delay.

(b) Defense of Actions. The Indemnifying Party shall have the right to participate jointly, at its own cost, in the defense of any Action in connection with which the Indemnified Party is seeking indemnification hereunder, and the Indemnifying Party may elect to take over the defense of such Action, provided that the Indemnifying Party uses counsel reasonably acceptable to the Indemnified Party and diligently pursues such defense. The Indemnifying Party shall notify the Indemnified Party within ten (10) Business Days of its receipt of a Claim Notice as to whether or not it will assume the defense against such claim. If the Indemnifying Party elects to take over the defense of such Action, then:

(i.) the Indemnifying Party shall acknowledge in writing to the Indemnified Party its obligation to indemnify such Indemnified Party;

(ii.) the Indemnifying Party shall keep the Indemnified Party informed as to the status of such Action and shall promptly send copies of all related pleadings to the Indemnified Party;

(iii.) with respect to any claim involved in such Action, the Indemnifying Party shall have the right to contest, settle or otherwise dispose of such claim on such terms as the Indemnifying Party, in its reasonable discretion, shall deem appropriate; provided, however, that the consent of the Indemnified Party to any settlement or disposition shall be required if (A) it results in any Liability to or equitable relief against the Indemnified Party, including any Liability for Taxes, (B) the result would restrict the future activity of the Indemnified Party or any of its Affiliates, (C) it would result in the admission or finding of a violation of Law or violation of the rights of any Person by the Indemnified Party or any of its Affiliates or (D) otherwise would have a material adverse effect on the Indemnified Party; and

(iv.) the Indemnified Party shall have the right to participate jointly in the defense of such Action, with co-counsel of its choice, but shall do so at its own cost.

(c) Failure to Take Defense. If the Indemnifying Party does not elect (or does not have the right to elect as provided hereunder) to take over the defense of such Action, or at any time thereafter does not diligently defend such Action, then the Indemnified Party shall have the right, but not the obligation, to contest, settle or otherwise dispose of such Action in its sole discretion. The fees and expenses of the Indemnified Party, including reasonable attorney's fees, shall be paid by the Indemnifying Party if the Indemnifying Party does not provide a defense and it is determined that such matter is subject to indemnification hereunder by the Indemnifying Party. The Indemnified Party and the Indemnifying Party shall cooperate with each other in connection with any actions or matters arising under this Article VIII.

(d) Limitations on Defense. Notwithstanding anything in this Section 8.04 to the contrary, the Indemnified Party may take over the defense of any Action (but the Indemnifying Party may participate, at its own expense, in the defense of such claim) if (i) the Action seeks an injunction or other equitable remedies against the Indemnified Party or its business, (ii) the Action is a criminal claim, (iii) the Indemnified Party reasonably determines that joint representation would present a material conflict of interest or if its legal defenses are different from or additional to those available to the Indemnifying Party, (iv) Indemnifying Party has failed or is failing to diligently prosecute or defend the Action, or (v) the Action, if successful, would result in a Loss that would exceed the Purchase Price. If the Indemnified Party elects to assume the defense of pursuant to this section, any reasonable expenses shall constitute Losses payable to an Indemnified Party to the extent provided in this Article VIII.

Section 8.05 Exclusive Remedies; Recourse to Escrow Fund; Limitation on Indemnification.

(a) The parties agree that, excluding (i) any claim for injunctive or other equitable relief, (ii) any claim related to fraud, willful misconduct or bad faith by any Seller Party in connection with the transactions related to this Agreement, or (iii) for matters related to any breach of any provision of Section 5.04 (Non-competition; Non-solicitation) or Section 5.05 (No Shop), the indemnification provisions of this Article VIII are intended to provide the sole and exclusive remedy as to all claims Seller Parties or Buyer may incur arising from or relating to this Agreement and the transactions contemplated hereby.

(b) Buyer and Seller Parties agree that for any indemnification under this Article VIII, a Buyer Indemnified Party shall first assert any claim for indemnification under this Article VIII against the then-available Escrow Fund in accordance with the terms of the Escrow Agreement.

(c) Notwithstanding anything to the contrary set forth in this Agreement, the maximum liability for Losses under this Article VIII shall in no event exceed the Purchase Price except in the case of fraud.

ARTICLE IX MISCELLANEOUS

Section 9.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid

by the party incurring such costs and expenses, whether or not the Closing will have occurred. Notwithstanding anything to the contrary contained herein, Buyer shall pay all costs associated with the Regulatory Approvals except for those costs incurred by Seller in cooperating with the Regulatory Approval process.

Section 9.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as will be specified in a notice given in accordance with this Section 9.02):

If to Seller or Stockholders:

Emergency Ambulance Service Inc.
77-25 164th Street
Fresh Meadows, New York 11366
Attention: Roy Moussaieff
Email: [REDACTED]
Phone: [REDACTED]

with a copy (which will not constitute notice) to:

Bennett D. Krasner, Esq.
3306 San Domingo Street
Clearwater, Florida 33759

If to Buyer:

Catholic Health System of Long Island, Inc.
992 N. Village Avenue
Rockville Centre, New York 11570
Attention: President

with a copy (which will not constitute notice) to:

Catholic Health System of Long Island, Inc.
992 N. Village Avenue
Rockville Centre, New York 11570
Attention: SVP and General Counsel

and

Wiggin and Dana LLP
One Century Tower
265 Church Street
New Haven, Connecticut 06510
Attention: Debra Cardinali, Esq.
Email: dcardinali@wiggin.com
Phone: (203) 498-4312

Section 9.03 Interpretation. For purposes of this Agreement: (a) the words “include,”

“includes” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules, other Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement. References to “Dollars” or “\$” mean the lawful currency of the United States.

Section 9.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 9.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

Section 9.06 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld or delayed); provided, however, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to one or more of its Affiliates.

Section 9.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No

failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 9.08 Governing Law; Dispute Resolution.

(a) This Agreement will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would result in the application of the laws of any other jurisdiction. Any lawsuit related to this Agreement or its subject matter will be heard only in the federal or state courts located in Nassau County in the State of New York or the U.S. District Court for the Eastern District of New York.

Section 9.09 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties will be entitled to specific performance of the terms hereof (without the requirement to post bond or other security), in addition to any other remedy to which they are entitled at law or in equity. Each party waives any defenses in any action for specific performance that money damages would be adequate. Should Buyer be entitled to specific performance then it shall receive only such assets and rights that Seller is able to convey, provided that appropriate adjustments would be made to the Purchase Price to reflect any Purchased Assets that cannot be delivered.

Section 9.10 Buyer's Compliance Program. Buyer has adopted a Compliance Program and is committed to complying with all applicable laws, rules and regulations. The parties agree that they will comply with all applicable laws, rules and regulations and the Compliance Program provisions pertinent to the transactions contemplated by this Agreement. Seller shall bring any suspected violation of law discovered in association with this Agreement to the attention of Buyer's Compliance Officer (via the Compliance Helpline at 866-272-0004) so that Buyer may take appropriate action. As required by 18 NYCRR Subpart 521-1, Buyer retains the right to terminate this Agreement in the event Seller fails to adhere to the provisions of the Buyer's Compliance Program pertinent to the transactions contemplated hereunder.

Section 9.11 Ethical and Religious Directives. Seller acknowledge that Buyer and its affiliates are sponsored by the Roman Catholic Church and adhere to the *Ethical and Religious Directives for Catholic Health Care Services* of the United States Conference of Catholic Bishops (as interpreted and applied by the Bishop of Rockville Centre) (the "*Directives*"). All actions of Buyer and Buyer's employees pursuant to this Agreement shall be performed in accordance with the *Directives*. Nothing herein shall be interpreted to require Buyer or its employees to act in a manner that is contrary to the *Directives* at any time or for any reason. In the event that Buyer determines that any actions required under this Agreement would require Buyer to violate these *Directives*, Buyer may terminate this Agreement upon written notice to Seller. The *Directives* are available at: <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf>.

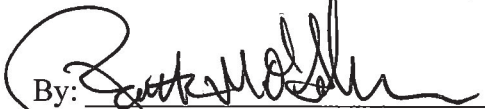
Section 9.12 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

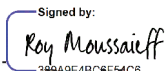
BUYER:

CHS AMBULANCE SERVICES, INC.

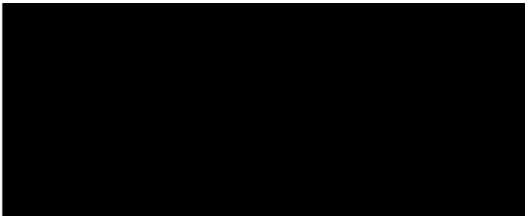
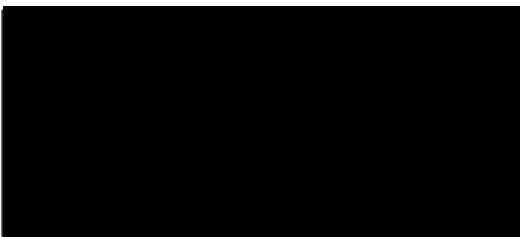
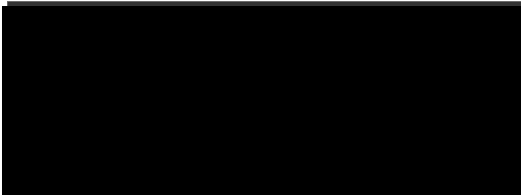
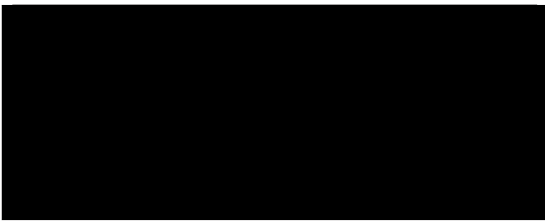
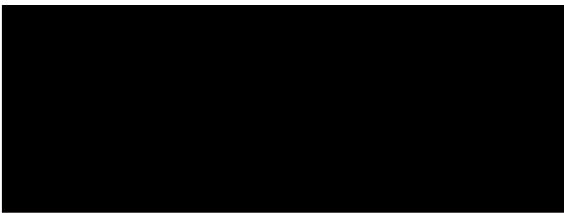
By: 
Name: Patrick M. O'Shaughnessy, DO, MBA
Title: President and Chief Executive Officer

SELLER:

EMERGENCY AMBULANCE SERVICE INC.

Signed by:
By: 
Name: Roy Moussaieff
Title: Member

STOCKHOLDERS:

Schedule A Defined Terms

“Accounts Receivable” has the meaning set forth in Section 2.02(b).

“Accounts Payable” means short-term debts, trade payables and Liabilities owed to suppliers or vendors for goods or services received before payment is made.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the introductory paragraph.

“Assigned Benefit Plans” has the meaning set forth in Section 2.01(o).

“Assigned Contracts” has the meaning set forth in Section 2.01(g).

“Assigned Insurance Benefits” has the meaning set forth in Section 2.01(m).

“Assigned Payor Agreements” has the meaning set forth in Section 2.01(i).

“Assumed Liabilities” has the meaning set forth in Section 2.03.

“Balance Sheet Date” has the meaning set forth in Section 3.04(a).

“Balance Sheet” has the meaning set forth in Section 3.04(a).

“Benefit Plan” has the meaning set forth in Section 3.19(a).

“Books and Records” has the meaning set forth in Section 2.01(g).

“Business” has the meaning set forth in the Recitals.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in Rockville Centre, New York are authorized or required by Law to be closed for business.

“Buyer” has the meaning set forth in the introductory paragraph.

“Buyer Indemnified Party” has the meaning set forth in Section 8.02.

“Cash” has the meaning set forth in Section 2.02(a).

“Cash Closing Payment” has the meaning set forth in Section 2.07(c).

“Catholic Health” has the meaning set forth in the Recitals.

“Claim Notice” has the meaning set forth in Section 8.04(a).

“Closing” and **“Closing Date”** has the meaning set forth in Section 2.09.

“Closing Balance Sheet” has the meaning set forth in Section 2.08(a).

“Code” means the Internal Revenue Code of 1986, as amended.

“Contracts” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“Cyberattack” means an unauthorized action against the computer infrastructure of the Business that may compromise the confidentiality, integrity or availability of its content.

“Employees” has the meaning set forth in Section 5.02.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Environmental Law” means any applicable Law, the terms and conditions of any permit issued under any Environmental Law, and any Governmental Order or binding agreement with any Governmental Authority: (i) relating to pollution (or the investigation and remediation thereof) or the protection of natural resources, endangered or threatened species, human health or safety, occupational health or safety, industrial hygiene, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (ii) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Affiliate” means all employers (whether or not incorporated) that would be

treated together with Seller or any of its Affiliates as a “single employer” within the meaning of Section 414 of the Code.

“**Escrow Agent**” has the meaning set forth in Section 2.07(b).

“**Escrow Agreement**” has the meaning set forth in Section 2.07(b).

“**Escrow Amount**” has the meaning set forth in Section 2.07(b).

“**Escrow Fund**” has the meaning set forth in Section 2.07(b).

“**Estimated Closing Balance Sheet**” has the meaning set forth in Section 2.08(a).

“**Excluded Assets**” as the meaning set forth in Section 2.02.

“**Excluded Liabilities**” has the meaning set forth in Section 2.05.

“**Financial Statements**” has the meaning set forth in Section 3.04(a).

“**Flow of Funds Statement**” has the meaning set forth in Section 2.08(c).

“**GAAP**” means United States generally accepted accounting principles in effect from time to time.

“**Governmental Authority**” means any federal, state, local, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Government Healthcare Program**” means any healthcare plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by any Governmental Authority, including without limitation Medicare, Medicaid, Tricare, and the Veterans programs.

“**Hazardous Materials**” means: (i) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect, the management, use, registration, handling, storage, transportation, or disposal of which is in any way governed or otherwise regulated under or subject to any Environmental Laws; and (ii) any petroleum or petroleum-derived products, pesticides and active ingredients including, by way of example but not limitation, Glyphosate, or N-phosphonomethylglycine, in

acid, ester, salt and any other form, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, and Per- and Polyfluoroalkyl Substances and any other substances now or in the future referred to or classified as “PFOA,” “PFOS,” or “PFAS”.

“**Healthcare Law**” means all federal and states Laws that apply or relate to the furnishing or arranging of health care services, including but not limited to those relating to:

(a) the licensure, certification, qualification, or authority to furnish or arrange for health care items or services, including Laws that regulate the provision or arrangement of health care services and, without limiting the generality of the foregoing, the Medicare Program Laws (including Title XVIII of the Social Security Act) and Laws relating to Medicaid programs (including Title XIX of the Social Security Act) and the regulations adopted thereunder including 42 C.F.R. Parts 422 and 423, and the Centers for Medicare and Medicaid Services guidance;

(b) the solicitation or acceptance of improper incentives involving persons operating in the health care industry, including all federal and state Laws prohibiting or regulating fraud and abuse, patient inducements, patient referrals, or provider incentives, including but not limited to: the Federal Anti-Kickback law (42 U.S.C. § 1320a-7b), the Stark Law (42 U.S.C. § 1395nn), the Federal False Claims Act (31 U.S.C. §§ 3729, et seq.), the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), the Federal Health Care Fraud law (18 U.S.C. § 1347), and any similar state fraud and abuse laws;

(c) coding, coverage, reimbursement, claims submission, billing, and collections related to Payor Programs or otherwise related to insurance fraud; the HIPAA Privacy Laws and their implementing regulations and any Laws governing the privacy, security, integrity, accuracy, transmission, storage, or other protection of information; and

(d) the Patient Protection and Affordable Care Act (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152); and the Federal Food, Drug and Cosmetic Act (21 U.S.C. §§301 et seq.

“**HIPAA Privacy Laws**” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, and regulations promulgated thereunder by the U.S. Department of Health and Human Services to implement certain privacy and security provisions of HIPAA, codified at 45 C.F.R. Parts 160 and 164.

“**HIPAA Security Laws**” has the meaning set forth in Section 3.16(h).

“**Indebtedness**” means, at any particular time, all of the following Liabilities of Seller: (i) all Liabilities for borrowed money and including any loans made by Stockholders to Seller; (ii) all Liabilities evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other Liabilities or obligations in respect of letters of credit, bankers acceptances or other financial products; (iii) all Liabilities in respect of lease obligations, whether or not classified as operating leases or capitalized lease obligations in accordance with GAAP, and shall

include all Vehicle leases; (iv) all Liabilities of others secured by an Encumbrance on any asset of Seller; (v) all Liabilities to pay the deferred purchase price of assets or services with respect to which Seller is liable, as obligor or otherwise; (vi) all Liabilities under conditional sale or other title retention Contracts; (vii) all Liabilities with respect to vendor advances or deferred revenue, unearned revenue or other payments received in advance for services which have not yet been performed or goods which have not yet been delivered by Seller; (viii) all Liabilities under any interest rate, currency or other hedging or swap Contract; (ix) all Liabilities for which Seller assures a creditor against loss; (x) all Liabilities for Taxes that are due and payable; (k) accrued payroll and payables to any Affiliate of Seller, managers, employees, officers or Stockholders and any of their respective Affiliates; (xi) all Liabilities guaranteeing or intended to guarantee any obligation of any other Person that would constitute Indebtedness under any of clauses (i) through (x) above if such Person was Seller or is secured by any Encumbrance on the assets of Seller; and (xii) any accrued interest, fees, expenses or penalties in respect of any of the foregoing, including prepayment penalties, termination fees, reimbursements, indemnities, letters of credit and bankers' acceptances and consent fees, "breakage" costs, "break fees" or similar payments or contractual charges.

"Indemnified Party" has the meaning set forth in Section 8.04(a).

"Indemnifying Party" has the meaning set forth in Section 8.04(a).

"Insurance Policies" has the meaning set forth in Section 3.14.

"Intellectual Property" means all intellectual property rights and assets and all rights, interests and protections that are associated therewith, whether registered or unregistered, including all: (i) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations, together with the goodwill associated therewith, and all registrations, applications and renewals for, any of the foregoing; (ii) internet domain names, web addresses, URLs, web pages, websites and related content, social media accounts and the content found thereon and all other indicia of origin; (iii) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (iv) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (v) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), and patent applications; and (vi) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

"Inventory" has the meaning set forth in Section 2.01(e).

"IRS" means the United States Internal Revenue Service.

"Knowledge of Seller" or **"Seller's Knowledge"** or any other similar knowledge qualification, means the knowledge of [REDACTED]

[REDACTED] or any Stockholder, after due inquiry.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority, including any Healthcare Law.

“Leased Employee” has the meaning set forth in Section 5.09(b).

“Leased Property” has the meaning set forth in Section 3.08(b).

“Leases” has the meaning set forth in Section 3.08(b).

“Liability” or **“Liabilities”** means, without limitation, any direct or indirect liability, indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, choate or inchoate, liquidated or unliquidated, secured or unsecured.

“Losses” means any actual losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, Taxes, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that “Losses” shall not include punitive damages except to the extent actually awarded to a bona fide third-party or Governmental Authority in a finally settled or finally determined claim.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, as determined by Buyer, individually or in the aggregate, (i) materially adverse to the business, results of operations, condition (financial or otherwise) or assets of Seller or the Business, and shall include, without limitation, any Cyberattack, or (ii) the ability of Seller, to consummate the transactions contemplated hereby on a timely basis.

“Material Contracts” has the meaning set forth in Section 3.07(a).

“Payor Program” shall mean any Government Healthcare Program, health maintenance organization, preferred provider organization or any other managed care program or any third-party payor, or any fiscal intermediary or contractor of any of the foregoing.

“Permits” means all permits, charters, licenses, franchises, approvals, authorizations, registrations, notifications, certificates, certifications (including training certifications), variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

“Permitted Encumbrances” means (i) Encumbrances for Taxes and other governmental charges and assessments not yet due and payable, (ii) workers’ or unemployment compensation encumbrances arising in the ordinary course; and (iii) mechanic’s, materialman’s, supplier’s, carriers, warehousemen, vendor’s, subcontractors, or similar Encumbrances arising in the ordinary course securing amounts that are not delinquent.

“Personal Data” has the meaning set forth in Section 3.16(g).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Post-Closing Straddle Period” has the meaning set forth in Section 7.01(c).

“Post-Closing Tax Period” means any taxable period beginning after the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period beginning on the day immediately following the Closing Date.

“Pre-Closing Straddle Period” has the meaning set forth in Section 7.01(c).

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date.

“Prepaid Expenses” has the meaning set forth in Section 2.01(n).

“Purchased Assets” has the meaning set forth in Section 2.01.

“Purchase Price” has the meaning set forth in Section 2.06(a).

“Purchase Price Allocation” has the meaning set forth in Section 2.10.

“RCA” has the meaning set forth in Section 5.04(a).

“Real Property” means the real property owned, leased or subleased by Seller with respect to the Business, together with all buildings, structures and facilities located thereon.

“Regulatory Approvals” has the meaning set forth in Section 5.01.

“Repair Shop Assets” has the meaning set forth in Section 2.01(o).

“Replacement Agreement” means a new agreement between Buyer (or its Affiliate designee) and the applicable counterparty (or its Affiliate) covering the same or substantially similar services or goods as an existing Contract listed on Schedule 2.01(f), in form and substance reasonably acceptable to Buyer.

“Representative” means, with respect to any Person, any and all directors, managers, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“Required Consents” has the meaning set forth in Section 2.04(b).

“Restricted Period” has the meaning set forth in Section 5.04(a).

“Seller Parties” has the meaning set forth in Section 3.01(a).

“Seller” has the meaning set forth in the introductory paragraph.

“Stockholders” has the meaning set forth in the introductory paragraph.

“Straddle Period” means a taxable period beginning before and ending after the Closing Date.

“Tax” or **“Taxes”** means all federal, state, local, municipal, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), unclaimed property, real property gains, windfall profits, customs, duties, local discretionary surtaxes or other taxes, fees, assessments or charges of any kind, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties, and including any obligation to indemnify or otherwise assume or succeed to any Liabilities for Taxes of another Person.

“Tax Clearance Certificates” has the meaning set forth in Section 5.08.

“Tax Return” means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Territory” means the State of New York.

“Transaction Documents” means this Agreement and the Escrow Agreement and any Assignment and Assumption Agreement, Bill of Sale, Assignments and Assumptions of Lease and all other agreements, documents, instruments or certificates required to be delivered by the parties in connection with the transactions contemplated by this Agreement.

“Union” has the meaning set forth in Section 3.20(a).

“Vehicles” has the meaning set forth in Section 2.01(a).



Date: December 17, 2025

Attn: Representatives of the Regional Emergency Medical Services Councils of Suffolk County, Nassau County and New York City

Suffolk County REMSCO
360 Yaphank Ave, Suite 1B
Yaphank, NY 11980
(631) 852-5080

Nassau County RESMCO
2201 Hempstead Tpke
East Meadow, NY 11554
(516) 572-0190

New York City REMSCO
475 Riverside Dr.
New York, NY 10115
(212) 870-2301

Re: Capital Transfer Schedule - Assets - Transfer of Ambulance Operating Authority Application

To the Representatives of Suffolk, Nassau and NYC REMSCO Councils:

Attached is a schedule describing the assets transferred from the seller entity Emergency Ambulance Service Inc. to the applicant CHS Ambulance Services, Inc. pursuant to the transaction described in the Transfer of Ambulance Operating Authority Application.

Please let us know if you have any further questions or follow up requests. Thank you for your consideration of our application.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Havican", with a long horizontal line extending to the right.

Gary Havican
CHS Ambulance Services, Inc., Board Chair

Capital Transfer Schedule

Vehicles

Quantity	VEHICLE #	VIN	Asset Type	MAKE	MODEL	YEAR	TYPE
1	4	1FDSS3EP3ADA33297	VEHICLE	FORD	Transit	2010	II
1	29	1FDSS3EL1EDB15080	VEHICLE	FORD	Transit	2014	II
1	31	1FDSS3EL7EDB15150	VEHICLE	FORD	Transit	2014	II
1	48	1FDXE4FS7BDB34611	VEHICLE	FORD	BOX	2011	III
1	49	1FDWE3FS1JDC02020	VEHICLE	FORD	BOX	2018	III
1	77	1FDSS3EL4DDA30152	VEHICLE	FORD	Transit	2013	II
1	81	1FDSS3EL8DDA78432	VEHICLE	FORD	Transit	2013	II
1	83	1FDSS3EL4DDB02242	VEHICLE	FORD	Transit	2013	II
1	84	1FDSS3EL5DDB02248	VEHICLE	FORD	Transit	2013	II
1	85	1FDSS3EL5DDB02251	VEHICLE	FORD	Transit	2013	II
1	87	1FDSS3EL2DDB02255	VEHICLE	FORD	Transit	2013	II
1	88	1FDSS3EL7DDB02252	VEHICLE	FORD	Transit	2013	II
1	90	1FDSS3EL8DDB02244	VEHICLE	FORD	Transit	2013	II
1	204	1FDXE45P78DA54831	VEHICLE	FORD	BOX	2008	III
1	205	1FDYR2CM4HKA15504	VEHICLE	FORD	Transit	2017	II
1	208	1FDWE3FS3GDC50675	VEHICLE	FORD	BOX	2016	III
1	209	1FDWE3FS8GDC53085	VEHICLE	FORD	BOX	2016	III
1	211	1FDYR2CM0HKA15502	VEHICLE	FORD	Transit	2017	II
1	212	1FDYR2CM7HKA47427	VEHICLE	FORD	Transit	2017	II
1	213	1FDYR2CM1JKB08938	VEHICLE	FORD	Transit	2018	II
1	214	1FDYR2CM1JKB08955	VEHICLE	FORD	Transit	2018	II
1	215	1FDBR1CG7PKA83613	VEHICLE	FORD	Transit	2023	II
1	216	1FDBR1CG0LKA32125	VEHICLE	FORD	Transit	2020	II
1	217	1FDBR1CG7LKA63517	VEHICLE	FORD	Transit	2020	II
1	218	1FDBR1CG8LKA46113	VEHICLE	FORD	Transit	2020	II
1	219	1FDBW2CG3MKA07719	VEHICLE	FORD	Transit	2021	II
1	221	1FDBR1CG0PKA83906	VEHICLE	FORD	Transit	2023	II
1	220	1FDBR1CG2PKA83907	VEHICLE	FORD	Transit	2023	II
1	222	1FDBW2CG1PKA79202	VEHICLE	FORD	Transit	2023	II
1	223	1FDBW2XV4GKB03775	VEHICLE	FORD	Transit	2016	II
1	224	1FDBW2CG7PKB40679	VEHICLE	FORD	Transit	2023	II
1	225	1FDBW2CG3PKB40680	VEHICLE	FORD	Transit	2023	II
1	NICU1	1FDXE45P88DB17922	VEHICLE	FORD	BOX	2008	III
1	C3	1FBSS31L27DA53738	VEHICLE	FORD	Passenger	2007	VAN
1		1FDBR1CG0SKA79895	VEHICLE	FORD	Transit	2025	VAN
1	M3	1FM5K8D84HGD33394	VEHICLE	FORD	Passenger	2017	EXPLORER
1	M4	1FMPU16565LA98268	VEHICLE	FORD	passenger	2005	EXPEDITION
1	SALES #2	1FMCU0GX9DUB16442	VEHICLE	FORD	passenger	2013	ESCAPE
1	S2-VIRGINIA	1FMDK02W58GA45690	VEHICLE	FORD	passenger	2008	VAN
1	PICK UP	1FTSF31L1YEC47625	VEHICLE	FORD	Passenger	2000	PICK UP

SCHEDULE 2.01(b)

Personal Property

	Device		Monitors	Printers	Phones
Computer	1 unit	Dispatch Seat one	2	1	1
Computer	1 unit	Dispatch Seat two	2		1
Computer	1 unit	Dispatch Seat three	2		1
Computer	1 unit	Dispatch Seat four	2		1
Computer	1 unit	Call Taker Seat one	2		1
Computer	1 unit	Dispatch Supervisors office	2		1
Computer	1 unit	Director Of Operations	4	1	1
Computer	1 unit	ALS Supervisor	2		1
Computer	1 unit	Operations office	2		1
Computer	1 unit	Operations Office	2		
Computer	1 unit	Logistics Office	4	2	1
Computer	1 unit	EAS DOT	2		1
Computer	1 unit	Mechanics Office			1
Computer	1 unit	Phill's Office	2		1
Computer	1 unit	Virgina's office	2	1	1
Computer	1 unit	Call Taker Kelly	2		1
Computer	1 unit	Call Taker Britney	2		1
Computer	1 unit	Call Taker Karen	2		1
Computer	1 unit	Call Taker Traniece	2		1
Computer	1 unit	Call Taker Max	2		1
Computer	1 unit	Call Taker Mary	2		1
Computer	1 unit	Pre Bill Office	2		1
Computer	1 unit	Human Resources	4	1 Printer 1 ID Badge Printer	2
Computer	1 unit	Accounts Payable	4	1 Printer 1 Postage printer	2
Computer	1 unit	C.O.O, office	4	1	1
Computer	1 unit	Nassau Logistics	2	1	1
Computer	1 unit	Nassau Supervisor	2		1
Computer	1 unit	Nassau Field Supervisor	2		
			60	9	27
		Servers	3		
		Phone Log Computer	1		

Cell Phones				
Line	First/Last Name	Type	Status	Quantity
5164103517	ANTHONY MIRABILE	Phone	ACTIVE	1
6312958145	EAS 215	Phone	ACTIVE	1
6313881270	WINTHROP ON SITE PHONE	Phone	ACTIVE	1
6313948524	David Hirst	Phone	ACTIVE	1

6314339035	DAN CIACCO	Phone	ACTIVE	1
6314450719	George Pansy	Phone	ACTIVE	1
6314481015	EAS 220	Phone	ACTIVE	1
6314596636	SHAWN @ LICH	Phone	ACTIVE	1
6314840849	Rebekah Lieberman	Phone	ACTIVE	1
6317484932	Suffolk Logistics	Phone	ACTIVE	1
6317743303	CHRIS QUIRK	Phone	ACTIVE	1
6317785280	EAS 218	Phone	ACTIVE	1
6318164651	EAS 223	Phone	ACTIVE	1
6318392650	Nassau Logistics	Phone	ACTIVE	1
6318720131	Nicole Morelli	Phone	ACTIVE	1
6318822174	AMB 212	Phone	ACTIVE	1
6318822598	AMB 214	Phone	ACTIVE	1
6318823627	EAS 216	Phone	ACTIVE	1
6318824981	EAS M3	Phone	ACTIVE	1
6318825131	SUFFOLK DISPATER	Phone	ACTIVE	1
6318825284	AMB 213	Phone	ACTIVE	1
6318825411	DISP ASST 1	Phone	ACTIVE	1
6318826280	DISP ASST 2 BACK UP	Phone	ACTIVE	1
6318826619	EAS DOT PHONE	Phone	ACTIVE	1
6318890186	EAS 224	Phone	ACTIVE	1
6319062171	EAS 29	Phone	ACTIVE	1
6319062273	EAS 48	Phone	ACTIVE	1
6319062274	EAS 49	Phone	ACTIVE	1
6319062281	EAS 77	Phone	ACTIVE	1
6319062283	EAS 81	Phone	ACTIVE	1
6319062285	EAS 83	Phone	ACTIVE	1
6319062286	EAS 84	Phone	ACTIVE	1
6319062287	EAS 85	Phone	ACTIVE	1
6319062289	EAS 87	Phone	ACTIVE	1
6319062290	EAS 88	Phone	ACTIVE	1
6319062292	EAS 219	Phone	ACTIVE	1
6319062294	AMB 204	Phone	ACTIVE	1
6319062295	AMB 205	Phone	ACTIVE	1
6319062297	AMB 208	Phone	ACTIVE	1
6319062298	AMB 209	Phone	ACTIVE	1
6319062299	AMB 211	Phone	ACTIVE	1
6319062301	EAS 04	Phone	ACTIVE	1
6319062302	EAS 217	Phone	ACTIVE	1
6319062305	NASSAU DISPATCHER	Phone	ACTIVE	1
6319062307	NASSAU LOGISTICS	Phone	ACTIVE	1
6319062308	DISP ASST 3 BACK UP	Phone	ACTIVE	1
6319265599	EAS 221	Phone	ACTIVE	1
6319922992	EAS 222	Phone	ACTIVE	1
9147740227	JENNIFER CASEY	Phone	ACTIVE	1

AEDs		
AED	S/N	Quantity
S-1	X09L430784	1
S-2	X13B587905	1
S-3	X08L184740	1
S-4	X12L579926	1
S-5	X13B587436	1
S-6	X09L430619	1
S-7	X09L430870	1
S-8	X09L430880	1
S-9	X09L430935	1
S-10	X06F087810	1
S-11	X05K073517	1
S-12	X08E154777	1
S-13	X09L430933	1
S-14	X09L430775	1
S-15	X09L430878	1
S-16	X09L430893	1
S-17	X08L185026	1
S-18	X12L579798	1
S-19	X05L073525	1
S-20	X09L430790	1
S-21	X08F160065	1
S-22	X09L430958	1
S-23	X08E154759	1
S-24	X09L430594	1
S-25	X09L430780	1
S-26	X08B146893	1
S-27	X03B011368	1
S-28	X07L140218	1
S-29	X12L580188	1
S-30	X08F160077	1
S-31	X08L185831	1
N1	X12I569676	1
N2	X0E154758	1
N3	X12I569665	1
N4	X09L430889	1
N5	X09L431661	1
N6	X09L430876	1
N7	X09L430891	1
N8	X06E087391	1
N9	X08L183610	1
N10	X08L185188	1
N11	X09L430914	1
N12	X05K073522	1

N13	X09L430914	1
N14	X09L430545	1
N15	X08L185782	1
N16	X12L580437	1
N17	X07L140512	1
N18	X09K430307	1
N19	X04D031830	1
N20	X09L430959	1
N21	X09L430879	1
N22	000006569	1
N23	X09L430865	1
N24	X09K430007	1
N25	X13B587936	1
N26	X12I569819	1
N27	X09L430868	1
N28	X09L430907	1
N29	X08F158067	1
N30	X13B587915	1
N31	X12I569565	1
M2	X12I569891	1

Bruan Pumps		Type	Quantity
1	77789	Infusion	1
3	41759	Infusion	1
4	75594	Infusion	1
5	84994	Infusion	1
6	77664	Infusion	1
8	84813	Infusion	1
9	60765	Infusion	1
11	139022	Infusion	1
12	84479	Infusion	1
14	35199	Infusion	1
15	135782	Infusion	1
16	58518	Infusion	1
17	84774	Infusion	1
18	84421	Infusion	1
19	64583	Infusion	1
20	77870	Infusion	1
24	84456	Infusion	1
26	74087	Infusion	1
27	79470	Infusion	1

ALS SUPPLIES	
Medications	Quantity
Adenosine	5
Amiodarone	41
Atropine	9
Albuterol	363
Atrovent	226
Aspirin bottles	25
Benedryl	26
Childrens Ibuprofen	1
Childrens Tylenol	31
Calcium Chloride	9
D-10	24
Epi 1:1000	26
Epi 1:10,000	29
Etomidate	6
Fentanyl	94
Furosemide	1
Diltiazem	8
Dexamethasone	23
Glucose paste	19
Haldol	1
Ketorlac	25
Labetalol	1
Levophed	9
Lidocaine	8
Mag Sulate	12
Metropolol	24
Morphine	7
Narcan	20
Nitro	3
Sodium Bicarb	9
Solu-medrol	3
Tetricaine	0

Versed(Mdazolam)	36
Zofran	25
ALS SUPPLIES	ON HAND
Hemostatic Gauze	10
Petroleum Dressing	30
Narcan Atimozers	12
Test Strips	120
Lancets	150
Alcohol Prep Pads	160
KY Lubricant	75
Meconnium Aspirator	10
Megil Forcep Adult	8
Megil Forcep Peds	8
Adult Handle	6
Decompression Needle	23
6 French stylet	9
10 french stylet	0
12 french stylet	0
Adult ET holder	16
Ped ET holder	18
Capno	40
Electrodrodes	1000
Zoll paper	34
BLS AED pads	21
Zoll peds pads	12
Zoll Adult pads	21
Peds pulse ox	27
Medium sterile gloves	100
Pump 15	12
Pump 60	8
60 Drip set	20
15 Drip set	15
10 Drip set	5
Dial flows	8
HME	75
Bac filter	75

Start kits	20
Flushes	75
Extension sets	25
Medium CPAP	1
Large CPAP	2
Small BiPAP	1
Medium BiPAP	1
Large BIPAP	1
Extra Large BiPAP	1
Adult vent	50
Ped Vent	19
14 G	12
16 G	30
18 G	17
20 G	98
22 G	22
24 G	32
IO 15	4
IO 18	3
IV lables	500
Tegaderm	50
ET BLADES	ON HAND
Mac 1	13
Mac 2	12
Mac 3	12
Mac 4	11
Mil 0	13
Mil 1	11
Mil 2	11
Mil 3	11
Mil 4	11
Handel	15

Part - 800 Equipment Inventory <i>(This is not an equipment specification)</i>	
EQUIPMENT ITEM	PART 800 MINIMUM
Wheeled ambulance cot	48
Stair chair or equivalent	38
Patient carrying device Stretcher, scoop, etc	41
Patient restraints 2 ea on each device	150
B.V.M., adult, with 2 different sizes of adult clear, air cushion type masks	50
B.V.M., pediatric, with clear face masks in newborn, infant and child sizes	50
Airways, oral, adult sizes (eg. 80, 90, 100, 120 mm)	40
Airways, oral, pediatric sizes, (eg. neonate, infant, child)	40
Oxygen, portable, 'D' size cylinders minimum, 2000 psi minimum pressure among cylinders, 15 lpm gauge, all gauges intact, valid hydrostatic test date	90
Oxygen, on-board, 1200 liter, 500 psi minimum, 50 psi pressure reducer, 2 - 15 lpm flow meters with simultaneous flow, valid hydrostatic test date	40
Non-rebreather oxygen masks, adult	200
Non-rebreather oxygen masks, pediatric	200
Nasal cannulae, oxygen, adult	200
Nasal cannulae, oxygen, pediatric	200
Suction, portable, 300 mmhg, (if unit operates from vehicle electrical system it can meet requirement of installed suction)	40
Suction, installed, adjustable, vacuum or electric, 300 mmhg	30
Suction catheter, rigid, plastic, yankauer type	100
Suction catheters, flexible, sterile, 5,8,10 fr	100

Suction device, pediatric, bulb syringe or equiv	100
Spineboard, full sized, 6'x 16", with straps, non porous coating	46
Short spineboard or equivalent device, with straps	37
Traction splint, including ankle hitch, mechanical tensioning device ratchet and slings	34
Padded board splint, long, 4 ½' x 3"	60
Padded board splint, medium, 3' x 3" or equiv.	60
Padded board splint, short, 15" x 3"	60
Extrication collars, one set, large, medium, small and pediatric or one adjustable adult and one pediatric	70
Head immobilization device	70
Dressing, gauze, sterile, 4" x 4"	1000
Tape, adhesive, 2 different sizes	1000
Bandage, gauze, conforming, 2 different sizes	1000
Dressing, trauma, sterile, 10" X 30" minimum	60
Dressings, sterile, 5" x 9"	500
Scissors, bandage	40
Burn sheets, sterile, bed sized	70
Bandage, triangular	300
Saline, sterile, within expiration date	200
Dressing, occlusive, sterile	50
Childbirth kit with sterile supplies	40
Sheets, linen, including on cot	60
Pillow	30
Pillow case	30
Blanket	60
Towel, cloth	60
Tissues, facial	200
Emesis container	100

Blood pressure cuff, adult	40
Blood pressure cuff, child (may be a set combined with adult)	40
Blood pressure cuff, infant	40
Stethoscope, adult	40
Stethoscope, pediatric	40
Case, carrying (jump kit)	35
Cold packs	200
Urinal, male	50
Bedpan	50
Eye protection for infection control (eg. goggles, shield, etc.)	100
Masks, infection control type	1000
Disposable gloves, rubber or plastic	2000
Glucose, liquid, or equivalent	50
Sanitary napkins	300
Flashlight (for patient assessment)	35
Swaddler, infant (INCLUDED IN OB KIT ABOVE)	40
Humidifier set with sterile water, disposable	50
Flares or reflective triangles	40
Fire extinguisher, 10BC rating	60
Radio, 2 way or equivalent	
Lantern, battery operated (scene or interior lighting)	50

LTV 1200 Vent	Serial number	Quantity
LTV Vent	E68281	1
LTV Vent	E22958	1
LTV Vent	E48147	1
LTV Vent	E58149	1
LTV Vent	E21213	1
LTV Vent	E58089	1
LTV Vent	E36937	1
LTV Vent	E23990	1
LTV Vent	E64621	1
LTV Vent	E39281	1
LTV Vent	E78030	1

Technology Assets

Zoll Monitors				
zoll monitors	Serial number	Quantity		
Zoll Xseries	AR17A023230x	1		
Zoll Xseries	AR17a023232X	1		
Zoll Xseries	AR17A023234X	1		
Zoll Xseries	AR17A023249X	1		
Zoll Xseries	AR17A023252X	1		
Zoll Xseries	AR17A023255X	1		
Zoll Xseries	AR17A023254X	1		
Zoll Xseries	AR17A023256X	1		
Zoll Xseries	AR17A023257X	1		
Zoll Xseries	AR176I021468X	1		
Zoll Xseries	AR17A023231X	1		
Zoll Xseries	AR17A023233X	1		
Zoll Xseries	AR17A023235X	1		
Zoll Xseries	AR17A023236X	1		
Zoll Xseries	AR17A023261X	1		
Zoll Xseries	AR17A023267X	1		
Tablets				
Tablets				
Phone Number	SIM	Activation Date		Quantity
6314315630	8901260548744705777F	1/10/2023	GT03	1
6319089191	8901260307726176113F	5/18/2021	GT04	1
6314840868	8901260587767500780F	1/12/2024	GT 09	1
5168072126	8901260587767497490F	5/29/2024	GT 12	1
5167901157	8901260587767499355F	5/29/2024	GT16	1
6316604973	8901260548744623475F	1/10/2023	GT 17	1
6319746518	8901260548744678040F	1/10/2023	GT 18	1
6316607810	8901260548744706114F	1/10/2023	GT19	1
6319223604	8901260548744710363F	1/10/2023	GT 20	1
5169894648	8901260390730912780f	7/23/2024	GT25	1
				1
6316604425	8901260548744624598F	1/10/2023	GF 01	1
6314315593	8901260548744689278F	1/10/2023	GF 02	1

6318164877	8901260548744629456F	1/10/2023	GF03	1
6318168199	8901260548744670054F	1/10/2023	GF 04	1
6316607249	8901260548744691605F	1/10/2023	GF 05	1
5169242040	8901260548744633755F	3/21/2024	GF 06	1
6319747593	8901260548744666086F	1/10/2023	GF07	1
6318165081	8901260548744635149F	1/10/2023	GF 09	1
6318168205	8901260548744678628F	1/10/2023	GF 10	1
6318166802	8901260548744663653F	1/10/2023	GF11	1
6319481074	8901260548744700448F	1/10/2023	GF 12	1
6314314387	8901260548744663661F	1/10/2023	GF 13	1
6314315515	8901260548744671425F	1/10/2023	GF 14	1
6318164440	8901260548744623509F	1/10/2023	GF15	1
6319499623	8901260587767491881F	7/17/2024	GF 16	1
6318164217	8901260548744618947F	1/10/2023	GF17	1
6316606182	8901260548744664792F	1/10/2023	GF 18	1
6318825206	8901260307726176188F	5/18/2021	GF 19	1
6318821708	8901260398713891004F	7/17/2024	GF20	1
6319089198	8901260208704304315F	5/18/2021	Randy's Ipad	1

Repair Shop Assets

ASSETS – REPAIR SHOP

- 4- post 12,000 lb-
- 4- post 10,000 lb
- 2- post 12,000 lb
- 2-post 10,000 lb
- 1-Tire and balance machine
- 1-A/C machine
- 2-A/C machines
- 1-Snap on scanner Zeus
- 2-shop fans
- 2-shop fans
- 1-Parts washer
- 1-engine hoist
- 1-engine stand
- 1-transmission lift
- 2-jack stands pin adjusting
- 2-jack stands small adjusting
- 3-3/4 ton under hoist stands
- 2-low profile floor jacks
- 2-22 ton air jacks
- 5-20 gal oil lift drain
- 1-55 gal hand dolly
- 1-55 gal oil drum cart with pump
- 1-flammable cabinet
- 1-casone container
- 1-mechinics toolbox
- 1-engine starter 6/12v
- 1-portable jump pack

This doesn't include any inventory on hand at this time