

New York State Certified Ambulance Service

Phone: 585-593-1977 \* Fax: 585-593-7684 \* PO Box 586, Wellsville, New York 14895 "A Partner in EMS"

May 20, 2024

Southwestern Regional EMS Council c/o Southern Tier Healthcare System 150 N Union Street Olean, New York

Re: Application for the Transfer of Ambulance Operating Authority Medical Transport Service, Inc

Dear Alicia,

Enclosed please find two original New York State Department of Health Bureau of EMS Application for the Transfer of Ambulance Operating Authority packets seeking a positive finding of fitness and competency as required by Public Health Law Article 30 so that there may be a transfer of stock in Medical Transport Service, Inc from Dan Marsh to Scott M. Lanphier. The same is being sent to you today electronically with an electronic copy going to the Operations Division of the NYS Department of Health.

So, you are aware, Medical Transport Service, Inc has been part of the EMS system in Allegany County for more than 40 years and co-managed for the past 10 plus years by Scott Lanphier and me. In 2018 Medical Transport Service, Inc was found to be fit and competent during a name change TOA, at which time Mr. Lanphier was found to be fit and competent. It is anticipated that there should be no problems with the application.

If you have any questions regarding the application, please feel free to contact me. I look forward to the transfer being on the Council's Agenda for the June meeting. Thank you for your assistance.

Sincerely, Que Narsh

Dan Marsh

# APPLICATION PURSUANT TO PHL 3010 FOR TRANSFER OF MEDICAL TRANSPORT SERVICE, INC STOCK

Dan Marsh

To

Scott Lanphier

## **TABLE OF CONTENTS**

A. Application for Transfer of Ownership (DOH 3777)
B. Affirmation of Fitness and Competency (DOH 3778) (with attachments) Scott Lanphier
C. Statement of Purpose and Intent (signed in counterparts)
D. Resume of New Owner
E. Deficiency Notices and Malpractice Actions
F. Statement of Current Ownership
G. State of End Ownership
H. Primary Operating Territory Map
I. NYS Department of Health Ambulance Operating Certificate(current)

NEW YORK STATE DEPARTMENT OF HEALTH Bureau of Emergency Services and Trauma Systems

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

Application for (check one)				Type of Se	rvice (check on	e)
New service (Sections A,B,C,	D,F)				Ambulance	- 4
Expansion of Primary Opera	ting Territory for existing service (S	Sections A.B.C.D.F)		=	ALS First Respo	nder
_	perating authority (Sections A,D,E,			Ц,	ALS THIST NESPO	nuci
	, , , , , , , , , , , , , , , , , , ,	. ,				
Section A Organizational Stru	ucture					
For a corporation, attach a copy of co	ertificate of incorporation, any DBA	As and a listing of all owners' sto	ockholders. r	orincipals, invest	ors and/or	
parent corporations or sub-corporati	ons. For LLC attach a copy of NYS D	OOS Application For Authority.	, ,	, , , , , , , , , , , , , , , , , , , ,		
Name of Service		DOH Agency Code	Federa	al Employer Ider	ntification Num	her
Medical Transport Service,	Inc	0229		355756	remedicin Num	bei
Address		City	State	Zip	County	
PO Box 586		Wellsville	NY	14895	Allegany	,
Contact Person		Title		14000	Allogariy	
Scott M Lanphier		Operations	Manager			
Business Phone	Home Phone	Cell Phone	Wanager	100		
( 585 ) 593- 1977	nome Phone	( 585 ) 610 -	8909	E-mail	7@gmail.co	m
Current Organizational Sponsor Typ	9	( 000 ) 010		Siaripriicio	r wgman.co	
Proprietary		□\/aluntaan Indanandan		Industrial		
	Hospital Based	Volunteer Independent		industriat		
Volunteer Fire Department	Municipal/Government	Other				
Type of Ownership				CA MONE		
Individual	Partnership	Government	~	Corporation		LLC
Name of Individual Owner, Partners	, Corporation or Government Entity	y (attach a listing of any/all owr	ners of 10%	or more stock)		
Dan D Marsh						
Section B Primary Operating	Territory					
Specify geographic area requested u	using municipal, political or other is	dentifiable Roundaries Attach	a datailad m	an of the primar	v carvica area	Statements
such as "surrounding, adjacent, vicin						
g, and an	,, ,,,,,	. 5, т. р		3-,	, ,	,
Dd						
Proposed new or expanded primary Allegany County	operating territory					
Allegary County						
For expansion list existing primary of	operating territory					
	,					
Section C Financial Responsi	bility					
		Total Marian Man				
Applicant is required to attach detai	led fiscal and budgetary informatio	on as specified in the current DC	OH Policy Sta	atement. An initi	al start-up or co	ontinuation
budget and sufficient financial inforthe territory served.	mation as well as the source of suc	th must be provided to insure tr	ie fiscal resp	onsibility and si	lability of the o	whership for
the territory served.						
Insurance Carrier						
McNeil and Company						
Agent					ness Phone	122222
Gallagher				( 5	85 ) 593 -	4296
Types and Limits of Coverage	General Liability	Other Coverage is	1 Million	; 3 Million		

Section D Description of Prop					
	of incorporation, any DBAs and a listing of	f all owners, stockholders or pri	ncipals.		
Level of Service (check only one)	-	_	7/2		
EMT	AEMT	Critical Care	-	Paramedic	
Agency Medical Director Robert Wicelinski	Address 455 Underwood Ave	<sup>City</sup> Elmira	State NY	Phone Numb ( <b>516</b> ) 3	oer 351 - 4969
Agency Providing Medical Control				Phone Numb	
Jones Memorial Hosptial - I System Medical Director	Address	City	State	Phone Numb	93 - 0235
WREMAC	462 Grider St	Buffalo	NY	(716)8	98 - 3600
Size of Population to be Served 49,000	Days of operation Sat, Sun, Mon, Tues, W	/ed, Thurs, Fri	Hours of ope 24 hours		
Projected Call Volume	Total 5,000	Emergency 3,000		Non-Emerge	ncy 2,000
Source of Statistics for Call volume	PCR Dispatch Center	Agency Call Record	Other		
Total no. of ambulances Total n	no. of emergency ambulance service vehicle	es (EASV'S) Total no. of AL O	S First Respons	se vehicles	
		0			
Section E Proposed Organiza	tional Structure				
	rtificate of incorporation for any DBAs listin copy of NYS DOS Application For Authority		rincipals, inves	tors and/or par	rent corporations
Proposed Name of Service	reopy of 1413 BO3 Application For Authority	Federal Employer Ident	ification Numb	er	
Medical Transport Service,	Inc DBA MTS	16-1355756			
Address	\A/- II-	City	State	Zip	County
PO Box 586  Contact Person	Wells	Title	NY	14895	Allegany
Scott M Lanphier		Operations Mang	jer		
Business Phone ( 585 ) 593 - 1977	Home Phone ( ) -	Cell Phone ( 585 ) 610 - 8909	E-mail <b>slanph</b>	nier87@gm	ail.com
Proposed Organizational Sponsor Ty	pe				
☑ Proprietary	Hospital Based	Volunteer Independent	Industria	l	
Volunteer Fire Department	Municipal/Government	Other			
Proposed Type of Ownership  Individual	Partnership	Government	Corporati	on	LLC
	, Partners, Corporation or Government Enti			111111111111111111111111111111111111111	
Scott M Lanphier					
Section F Certification of Acc	uracy and Ownership Competency				
As owner/CEO/operator of the ambu	lance service described herein I attest to th	e accuracy of the information co	ontained in this	application an	d its attachments and
to having received and read Public H	lealth Law Article 30 and State EMS Code Pa	art 800. I also state that neither	the corporation	nor any of the	owners, principals
or stockholders in the corporation, o	r LLC members, have been convicted of Med 5 FR service certificate for this agency may	dicare or Medicaid fraud. I unde	rstand that und	er Section 3012	2(a) of the PHL Article
misrepresentation.	S FR service certificate for this agency may	be revoked, suspended timited t	or annutted in th	iis application	metades without
0.50	iled narrative to support need or statement	t of purpose and intent for trans	fer		
• Affir	mation of Fitness and Competence (DOH-3			e e	
	Certificate of Incorporation or Authority, D ncial information including funding budge		lders or membe	ers listing	
	nary operating territory map	t and mounted			
Name of Owner or CEO	1 1	, Title			
Durand /	7 5   z   z   z	4			
Signature	Date		- PECTONAL S	THE COUNCIL	LICE ONLY
// Mush	Kun	FO	R REGIONAL E	:MS COUNCIL	. USE UNLY
Notary Public affirmation and acknowledge	owledgement	Date Applica	tion Received _		
V	Mariah Greenman	Date of Coun	cil Decision		
	Notary Public, State of Nev		Denied	Rejected	l – Incomplete
	Reg. No. 01GR001562 Qualified in Allegany Co		Signature		
DOH-3777 (12/16) p 2 of 2	Commission Expires Nove	unity			



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

ti	his certificate does not confer rights to			cate holder in lieu of such			may require	an endorsement. A state	enient (	<i>,</i> ,,,
PRO	DUCER				CONTA NAME:	CT Sara Cam	pbell, Client S	ervice Manager		
Eva	ans Insurance Agency				PHONE (A/C, No	(716) 56	62-3481	FAX (A/C, No):	(716) 9	926-8690
80	North Main Street				E-MAIL ADDRE	core com	pbell@ajg.com			
					ADDILL		SURER(S) AFFOR	RDING COVERAGE		NAIC#
We	llsville			NY 14895	INSURE	Anala Inne	rance Co			
INSL	JRED				INSURE					
	Medical Transport Service Inc				INSURE	Start Versa				
	Po Box 586				INSURE	432000000000000000000000000000000000000				
					INSURE					
	Wellsville			NY 14895	INSURE	RF:				
CO	VERAGES CER	TIFIC	ATE	NUMBER: 24-25 Master				REVISION NUMBER:		
033	HIS IS TO CERTIFY THAT THE POLICIES OF I									
10000	NDICATED. NOTWITHSTANDING ANY REQUIF ERTIFICATE MAY BE ISSUED OR MAY PERTA									
	XCLUSIONS AND CONDITIONS OF SUCH PO							OBJECT TO ALL THE TERMS,	!	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY	III	1			(	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	EACH OCCURRENCE	s 1,00	0,000
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,	000
								MED EXP (Any one person)	\$ 5,00	0
Α				MAPK05910017		01/01/2024	01/01/2025	PERSONAL & ADV INJURY		0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	-	0,000
	PRO-							PRODUCTS - COMP/OP AGG	\$ 3,00	0,000
	OTHER:							Professional Liability	\$ 1,00	0,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
	ANYAUTO							BODILY INJURY (Per person)	\$	
Α	OWNED SCHEDULED			MAPK05910017		01/01/2024	01/01/2025	BODILY INJURY (Per accident)	\$	
	AUTOS ONLY HIRED AUTOS NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							PIP-Basic	\$ 50,0	00
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							AGGILEATE	s	
	WORKERS COMPENSATION							PER OTH- STATUTE ER	•	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under				*			E.L. DISEASE - POLICY LIMIT	s	
	DESCRIPTION OF OPERATIONS below									
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	pace is required)			
Pro	of of Insurance									
CF	RTIFICATE HOLDER				CANC	ELLATION				
<u> </u>										
								SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER		BEFORE
	For Depart of Incommon Color							Y PROVISIONS.		
	For Proof of Insurance Only									
					AUTHO	RIZED REPRESE	NTATIVE			

an K Withen

# **COMMERCIAL GENERAL LIABILITY DECLARATIONS**

Arch Insurance Company Harborside 3, 210 Hudson St, Suite 300 Jersey City, NJ 07311-1107 Phone: 866-413-5550		P 67	I & Company, Inc. .O. Box 5670 7 Main Street tland, NY 13045
Medical Transport Service,	Inc.	3.000	
NAMED INSURED: PO Box 586			
MAILING ADDRESS: Wellsville, NY 14895			
POLICY PERIOD: FROM 01/01/2024	ТО	01/01/2025	AT 12:01 A.M. TIME AT
YOUR MAILING ADDRESS SHOWN ABOVE			
	TS OF INSUR	ANCE	
EACH OCCURRENCE LIMIT	\$1,000,00	0	
DAMAGE TO PREMISES			
RENTED TO YOU LIMIT	\$100,000		Any one premises
MEDICAL EXPENSE LIMIT	\$5,000		Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,00	0/	Any one person or organization
GENERAL AGGREGATE LIMIT			\$3,000,000
PRODUCTS/COMPLETED OPERATIONS AGGF	REGATE LIMI	Т	\$3,000,000
RETROACTIV	VE DATE (CG	00 02 ONLY)	
THIS INSURANCE DOES NOT APPLY TO "BOD ADVERTISING INJURY" WHICH OCCURS BEF	OILY INJURY"	"PROPERTY DA	MAGE" OR "PERSONAL AND E, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: None			
(ENTER DATE OR "NO	NE" IF NO RE	TROACTIVE DAT	TE APPLIES)
DESCRI	PTION OF BU	ISINESS	
FORM OF BUSINESS:			

JOINT VENTURE

XORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY

TRUST

PARTNERSHIP

BUSINESS DESCRIPTION: Commercial Ambulance Service

COMPANY)

INDIVIDUAL

LIMITED LIABILITY COMPANY

			V611 614/11 5	ENT OF O	OOUDV		<del>//</del>
LOCATIONIN			YOU OWN, R		S YOU OWN, I	DENT OR	OCCUPY
See CG DS	601 - Supp - Classificat	•		PICEWIOL	O TOO OVVIV, I	KLIVI OIK	00001 1
		CLASSIF	ICATION AND				
LOCATION	CLASSIFICATION	CODE	PREMIUM		RATE		E PREMIUM
NUMBER		NO.	BASE	Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
See CG DS	S01 - Supp - Classificat	tion Schedu	le				
		S	TATE TAX OF	OTHER (	if applicable)	\$ PER I	LDS00
		Т	OTAL PREMI	UM (SUBJE	ECT TO AU-		
		D	IT)			\$	
DDE1411114 01	IOVANUE BANZARI E		T INCEPTION			last	
PREMIUM SI	HOWN IS PAYABLE:		T INCEPTION T EACH ANN		,	\$ Incl	_
		(1	F POLICY PE	RIOD IS M	ORE THAN ON L INSTALLMEI	NE YEAR A	ND PRE-
AUDIT PERIO	OD (IF APPLICABLE)		NUALLY   S	SEMI- IUALLY	QUARTER		MONTHLY
		F	NDORSEME	NTS			
ENDORSEM	ENTS ATTACHED TO			110			
See	attached 00 ML0207 00	Forms List					
	ARATIONS, TOGETH D ANY ENDORSEMEN						RAGE
Countersigne	ed:01/07/2024		Ву:	ma	ng E	-Bnc	RR
100 100	(Date)			(A	uthorized Repr	resentative	)

#### NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

McNeil & Company, Inc.

# COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

LOCATION OF	ALL PREMISES YOU OWN	, RENT OR OCCUPY:	
4194 Main Street,	Scio, NY 14880		

	EMIUM  CODE PREMIUM RATE ADVANCE		PREMIUM			
CLASSIFICATION	CODE NO.	PREMIUM BASE	Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
Ambulance Service, First Aid or Rescue Squads - Other than Not-For-Profit [Includes Products and Completed Ops]	40031	8	Incl	Incl	Incl	Incl
Buildings or Premises - office - premises occupied by employees of the insured - Other than Not-For-Profit [Includes Products and Completed Ops]	61224		Incl	Incl	Incl	Incl
			=			
		-				
	=					
	1			п		

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section  ${\bf V}$  – Definitions.

#### SECTION I - COVERAGES

# COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
  - Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

# **BUSINESS AUTO DECLARATIONS**

#### **ITEM ONE**

Company Name: Arch Insurance Company
Producer Name: McNeil & Company, Inc.
Named Insured: Medical Transport Service, Inc.
Mailing Address: PO Box 586
Wellsville, NY 14895
Policy Period
From: 01/01/2024
To: 01/01/2025 At 12:01 AM Standard Time at your mailing address shown above
Previous Policy Number: MAPK05910017
Form Of Business:  X Corporation Partnership  Limited Liability Company (LLC) Other:
In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.
Premium Shown Is Payable At Inception: \$ Incl.
Audit Period (if applicable): Annually Semiannually Quarterly Monthly
Endorsements Attached To This Policy
IL 00 17 – Common Policy Conditions (IL 01 46 in Washington) IL 00 21 – Broad Form Nuclear Exclusion (not applicable in New York) (IL 01 98 in Washington)
See attached 00 ML0207 forms list

### ITEM ONE (Cont'd)

**Countersignature Of Authorized Representative** 

Name: Mary E. McNeil

Title: President, McNeil & Company, Inc.

Signature: Frang & Brakil

Date: 01/07/2024

#### Note

Officers' facsimile signatures may be inserted here, on the Policy cover or elsewhere at the company's option.

# **COMMON POLICY DECLARATIONS**

Arch Specialty Insurance Comp	any	McNeil & Company Inc.	
330 Boston Post Road, Suite 20	00	PO Box 5670	
Darien, CT 06820		20 Church Street	
Phone: 203-388-3300		Cortland, NY 13045	
NAMED INSURED: M	Medical Transport Service, Inc.		
MAILING ADDRESS: PO	O Box 586		
W	/ellsville, NY 14895		
<b>BUSINESS ADDRESS:</b>	4194 Main Street,		42
	Scio, NY 14880		
POLICY PERIOD: FRO	M_01/01/2024 T	O 01/01/2025	AT 12:01 A.M. STANDARD
TIME AT YOUR MAILING	ADDRESS SHOWN ABOVE		

<b>BUSINESS DESCRIPTION</b>	Commercial Ambulance Service

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

PREMIUM	PF	
	\$	CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
	\$	COMMERCIAL AUTOMOBILE COVERAGE PART
	\$	COMMERCIAL GENERAL LIABILITY COVERAGE PART
	\$	COMMERCIAL INLAND MARINE COVERAGE PART
	\$	COMMERCIAL LIABILITY UMBRELLA
	\$	COMMERCIAL PROPERTY COVERAGE PART
	\$	CRIME AND FIDELITY COVERAGE PART
12,929	\$	EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
	\$	EQUIPMENT BREAKDOWN COVERAGE PART
	\$	FARM COVERAGE PART
	\$	LIQUOR LIABILITY COVERAGE PART
20,76	\$	MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
	\$	POLLUTION LIABILITY COVERAGE PART
	\$	
33,690.00	TOTAL: \$	

Stamping Fee	50.54
Surplus Lines Tax	1,212.84

TOTAL INCLUDING TAXES	AND	FFFS: \$	34,953.38
TOTAL INCLUDING TAXES	VIID	I LLU. W	

See attache	ed 00 ML0207 00 Forms	List
with the control of t		
-	Water Court of the	
untersigned:	01/07/2024	By: - Brang & Bre-

McNeil & Company, Inc.

(Authorized Representative)

#### NOTE

01/07/2024 (Date)

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSE-WHERE AT THE COMPANY'S OPTION.

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

## ARCH INSURANCE COMPANY

Harborside 3 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107

# DECLARATIONS PORTABLE EQUIPMENT COVERAGE FORM

		THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	The state of the s	_			
POLICY NO. MAIM05910118  RENEWAL OF POLICY NO. MAIM05910117								
NAMED INSURED: Medical Tr	ansport Service, Inc.							
MAILING ADDRESS: PO Box 586 Wellsville, NY 14895								
POLICY PERIOD: From 01/01, at			ling Address shown ab	oove				
	Individual	nt Venture	nip 🗵 Corporation 🗌	Limited Liability Company				
Commercial A	mbulance Service							
LIMITS OF INSURANCE: Po	ortable Equipmen	t - \$ 205,000	-					
Ot N/		e the Schedule of Otl	ner Property					
DEDUCTIBLE:	\$1,000	Portable Equipment						
	\$N/A	Other Property						
PREMIUM FOR THIS COVER.	<b>AGE</b> : \$1,464	Total Premium						
	\$	Advance Premium (i Comr	f any) nercial Inland Marine	TRIA 37.00				
Forms and Endorsements mad	le a part of this po	olicy at time of issue:						
See Attached Forms List								
In return for the payment of the premium, and subject to all of the terms and conditions of this policy, we agree with you to provide the insurance as stated in this policy. These Declarations, together with the Common Policy Conditions and Coverage Form(s) and any endorsements, complete the above numbered policy.  Countersigned at:								
McNeil & Company, Inc.		by: Sary	rized Signature and Title	01/07/2024 Date				

mg

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **ENDORSEMENT SCHEDULE**

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUE:

NUMBER	<b>EDITION</b>	<u>NAME</u>
<b>DEC MA 0511</b>	11/12	Portable Equipment Policy Declarations
00 ML0207 FORMS	11/03	Endorsement Schedule
MA0511	11/12	Portable Equipment Coverage Form
05 ML0002 00	12/14	Signature Page
IL P 001	01/04	OFAC - U.S. Treasury Department
IL0268	01/14	New York Changes - Cancellation and Nonrenewal
IL0017	11/98	Common Policy Conditions
IL0183	08/08	New York Changes
IL0952	01/15	Cap on Losses from Certified Acts of Terrorism
CM0001	09/04	Commercial Inland Marine Conditions
CM0104	09/15	New York Changes
MA5004	01/11	Loss Payable

All other terms and conditions of this Policy remain unchanged.

Issued By: Arch Insurance Company

Endorsement Number:

Policy Number: MAIM05910118

Named Insured: Medical Transport Service, Inc.

Endorsement Effective Date: 01/01/2024

many & for hil

Authorized Representative

# THE STATE INSURANCE FUND

100 Chestnut St, Suite 400, Rochester, NY, 14604-2490 (888) 875-5790

Document Type: Group No: Period Covered: R.B. File No: INFORMATION PAGE 090 08/01/2023 TO 08/01/2024 000430833R

INSURED:

R 2406 101-2

REPRESENTATIVE:

18432

MEDICAL TRANSPORT SERVICE, INC

PO BOX 586

WELLSVILLE NY 14895

RICHARDSON & STOUT INC 80 NORTH MAIN ST

WELLSVILLE NY 14895

R 2406 101-2 Date:

Policy No:

06/13/2023 Document Number:

E10001816418

\* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME

TYPE OF BUSINESS: CORPORATION (FOR PROFIT)

MP 906

## INFORMATION PAGE RENEWAL POLICY

THIS POLICY INCLUDES THESE ENDORSEMENTS AND/OR SCHEDULES:

YOU MUST REPORT ANY CHANGE IN OWNERSHIP TO US IN WRITING WITHIN 90 DAYS DATE OF CHANGE. CHANGE IN OWNERSHIP INCLUDES SALES, THE PURCHASES, OTHER MERGERS, CONSOLIDATIONS, DISSOLUTIONS, TRANSFERS, FORMATIONS OF A NEW ENTITY, AND OTHER CHANGES PROVIDED FOR IN THE APPLICABLE EXPERIENCE RATING PLAN. EXPERIENCE RATING IS MANDATORY FOR ALL ELIGIBLE INSUREDS. THE EXPERIENCE RATING MODIFICATION FACTOR, IF ANY, APPLICABLE TO THIS POLICY, MAY CHANGE IF THERE IS A CHANGE IN YOUR OWNERSHIP OR IN THAT OF ONE OR MORE OF THE ENTITIES ELIGIBLE TO BE COMBINED WITH YOU FOR EXPERIENCE RATING PURPOSES.

FAILURE TO REPORT ANY CHANGE IN OWNERSHIP, REGARDLESS OF WHETHER THE CHANGE IS REPORTED WITHIN 90 DAYS OF SUCH CHANGE, MAY RESULT IN REVISION OF THE EXPERIENCE RATING MODIFICATION FACTOR USED TO DETERMINE YOUR PREMIUM.

THIS REPORTING REQUIREMENT APPLIES REGARDLESS OF WHETHER AN EXPERIENCE RATING MODIFICATION IS CURRENTLY APPLICABLE TO THIS POLICY.

THE EXPERIENCE RATING CREDIT SHOWN BELOW IS IN ACCORDANCE WITH YOUR PAST ACCIDENT EXPERIENCE UNDER THE EXPERIENCE RATING PLAN AS PROMULGATED BY THE APPROPRIATE RATING ORGANIZATION.

89

12/29/2016

NEW YORK EXCLUSION OF EXECUTIVE OFFICER(S) ENDORSEMENT

THIS POLICY DOES NOT COVER FOR CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE SOLE EXECUTIVE OFFICER AND ONLY STOCKHOLDER OF THE INSURED CORPORATION, OR TWO EXECUTIVE OFFICERS WHO TOGETHER ARE THE ONLY OFFICERS AND STOCKHOLDERS OF THE INSURED CORPORATION, WHEN SUCH CORPORATION HAS OTHER EMPLOYEES WHO ARE REQUIRED TO BE COVERED BY THE LAW, AND THE CORPORATION HAS ELECTED TO EXCLUDE FROM COVERAGE

THIS IS NOT A BILL. IMPORTANT PREMIUM CALCULATION, PLEASE RETAIN FOR YOUR RECORDS. FOR ATTACHMENT TO WORKERS' COMPENSATION - EMPLOYERS' LIABILITY POLICY

(SEE REVERSE SIDE FOR CONDITIONS)

PAGE

1 CONT.

This policy includes, with their permission, some copyright materials of the National Council on Compensation Insurance and the New York Compensation Insurance Rating Board.

#### CONDITIONS

- THE POLICY ISSUED BY THE STATE INSURANCE FUND IS A CONTINUOUS ONE AND REMAINS IN EFFECT UNTIL CANCELLED.
- 2. THIS DOCUMENT NEITHER REINSTATES THE POLICY IF PREVIOUSLY CANCELLED NOR RESCINDS ANY OUTSTANDING CANCELLATION NOTICE.
- FOR THE PURPOSE OF SERVING NOTICE, THIS ASSURED AGREES THAT THE ADDRESS SHOWN ON PAGE ONE OF THIS DOCUMENT IS BOTH BUSINESS AND RESIDENCE ADDRESS OF THIS ASSURED AND/OR ANY REPRESENTATIVE OF THIS ASSURED UPON WHOM NOTICE MAY BE SERVED.
- 4. PURSUANT TO CHAPTER 55 OF THE LAWS OF 1992, ALL CHECKS RETURNED UNPAID WILL BE SUBJECT TO A \$20 ADMINISTRATIVE FEE.

Agency Name Medical Transport Service, Inc		Agency Code OZZ9			Date Submitted Page / of _							
List All Personnel Alpha	betically	DOH-Certif	ied Personnel	Leve	l of Cer	tification	(Check	One)	Check Other Levels			
Last Name	First Name	DOH-Issued ID Number	Expires	CFR	EMT	AEMT	СС	P	CPR/AED	First Aid		
Barrett	Andew		1 1						×			
Beckman	Hunter		1 1						X			
Bryan	Kameron		1 1						X			
Budinger	Brooke	510370	10 / 31 /2025		X				X			
Button	Anna	516146	07 / 31 /2026		X				X			
Campbell	Colin	492866	1 1									
Carl	Gavin		1 1									
Carman	Eric	501289	01 / 31 /2026		X				X			
Cavanaugh	William		1 1						X			
Cochran	Jane	397016	06 / 30 /2025					X	X			
Covert	Tyler	457495	04 / 30 /2026		$\boxtimes$			- Landerson	X			
Dowd	Minziellda	511100	02 / 28 /2026		X				X			
Duffney	Scott	190087	01 / 31 /2026					X	X			
Edwards	Richard	197303	12 / 31 /2024				X		X			
Erdmann	Lucas	492871	07 / 30 /2024		X				X			
Eveland	Reagan	505825	05 / 27 /2025		X				X			
Evens	Darren	468041	01 / 31 /2024		X				X			
Farrand	Alexis	482783	02 / 28 /2026					X	X			

300360

D0H-2828 (1/23)

Terry

Forward

Add More Pages

# **EMS Agency Personnel Roster**

Agency Name Medical Transport Service, Inc  List All Personnel Alphabetically		Agency Code OZZ 9		Date Su	bmitted			Pa	ge_Z_	of <u>4</u>
		DOH-Certified Personnel		Level of Certification (Check One)					Check Other Levels	
Last Name	First Name	DOH-Issued ID Number	Expires	CFR	EMT	AEMT	СС	Р	CPR/AED	First Aid
Gadd	Morgan		1 1						X	
Gadd	Robert	505827	07 / 31 /2025		X				$\boxtimes$	
Gates	Jonathan	488995	02 / 20 /2025		X				×	
Graves	Thomas	070201	05 / 31 /2025					X	X	
Green	Hunter		1 1						X	
Greene	Genevieve	505828	07 / 31 /2025		X				×	
Haggerty	David	396782	04 / 30 /2026		X				X	
Hall	David	488996	04 / 30 /2025			X			X	
Hall	Hunter	465135	12 / 31 /2023		X				×	
Hamer	Charles		1 1						X	
Hamilton	Cara	505830	06 / 30 /2025		X				×	
Hand	Emily	436401	09 / 30 /2026				X		X	
Haskins	Joseph	413028	07 / 31 /2025				X		X	
Helms	Kelison	337738	01 / 31 /2026					X	$\times$	
Horton	Joshua	321039	07 / 31 /2024				X		X	
Irish	Cecil	322313	04 / 30 /2024					X	X	
Kelly	Jonathan	245321	11 / 30 /2024		X				X	
Knobloch	Tegan	483732	07 / 31 /2025		X				X	
Kozlowski	James		1 1							

DOH-2828 (1/23)

Add More Pages

Agency Name

Medical Transport Service, Inc

Agency Code
O779

Date Submitted
Page 3 of 4

List All Personnel Alph	abetically	DOH-Certi	fied Personnel	Leve	of Cert	ification	(Check	One)	Check Otl	ner Levels
Last Name	First Name	DOH-Issued ID Number	Expires	CFR	EMT	AEMT	СС	Р	CPR/AED	First Aid
Kurschner	Kathleen		1 1						X	
Lanphier	Scott	322277	07 / 31 /2024				X		X	
Lee	Zoey	492873	08 / 31 /2025		X				X	
Lett	Crystal	489001	02 / 28 /2025		X				X	
Lewis	Hunter	505832	07 / 31 /2025		X				X	
Lightfoot	Quincy	489002	03 / 31 /2025		X				X	
Lunn	Scott	489003	02 / 28 /2025		X				X	
Marsh	Dan	049979	10 / 31 /2023			]	X		X	
McCaslin	Chad		1 1						X	
McKnight	Killian	505834	07 / 31 /2025		X			To Annual WAY Age	X	
McMahon	Jacob		1 1						X	
McMahon	Todd	511105	03 / 31 /2026		X				X	
Pawloski	Andrew	515832	07 / 31 /2026		X				X	
Perry	Alexander		1 1						X	
Slawson	Michael		1 1						X	
Smith	Corey	374777	05 / 31 /2024		X				X	
Stanton	Wyatt		1 1						X	
Stephens	Sean		1 1						X	
Sweet	Alan	406991	07 / 31 /2024				X		X	

DOH-2828 (1/23)

# **EMS Agency Personnel Roster**

Agency Name Medical Transport Service, Inc		Agency Code OZZ9		Date Su	bmitted	l		Pa	ge_4_	of <u>4</u>
List All Personnel Alphabetically		DOH-Certi	fied Personnel	Leve	l of Cert	tification	One)	Check Other Levels		
Last Name	First Name	DOH-Issued ID Number	Expires	CFR	EMT	AEMT	СС	P	CPR/AED	First Aid
Waters	Kevin	395344	06 / 30 /2025				X		$\boxtimes$	
Weishaupt	Joseph		1 1							100
Whitney	Kenneth	447153	01 / 31 /2025		X				×	
Willmart	Heidi		1 1							
Woodruff	Adrian		1 1						X	
Woodworth	Larry		1 1						×	
Woolaway	Evan	489696	09 / 30 /2025		X				×	
			1 1							
			1 1				П			
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DOH-2828 (1/23)

Add More Pages

# **Affirmation of Fitness and Competency**

Medical Transport Service, Inc  Name of EMS Agency  NYS E	MS Agency Code
Name of EMS Agency	MS Agency Code
Full Name of Corporate Entity requiring F&C review as a new owner/operator	
Scott M Lanphier Opera	ations Manager
Full Name of Individual Title	
4194 State Route 19 South, Belmont New York 14813	
Address of the Individual or Corporate Entity requiring F&C review as a new owner/operator	
10-01	-1987
Social Security Number (this is not releasable under the provisions of FOIL)  Date of	f Birth
YES NO  Emergency Medical Service certified by the NYS Department of Health, or equivalent in any Hospital, long term care facility or other Article 28 facility licensed by the NYS Department other state.	
<ul> <li>Invalid coach (Ambulette) Service authorized by the NYS Department of Transportation or e</li> </ul>	quivalent 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 Health (OMH) or Office of Mental Retardation and Developmental Disabilities (OMRDD), or  If NO has been marked for all of the above, it indicates that there is no history of operating a	equivalent in any other state.
Public Health Law; signing this affirmation is informational only and a testimony to the acc provided.	uracy of the information
If YES has been marked for any of the above, on an attached page, please provide the following in	itormation for each:
Name of agency or facility	
<ul> <li>Mailing address of facility or agency</li> <li>Name of Certifying or Licensing authority</li> </ul>	

## 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.

· If applicable, a copy of license, certificate or identification number

· Individual position(s) held with start and end dates

## **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. Scott M Lanphier Full Name Signature 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. Scott M Lanphier Full Name 5-23-24 **Notary Public Affirmation and Acknowledgement** 5/23/24 Signature

Mariah Greenman Notary Public, State of New York

Reg. No. 01GR0015629

Qualified in Allegany County

Commission Expires November 4, 2027

Please affix Notary Public Stamp or equivalent.

#### PLEDGEHOLDER AGREEMENT

This Pledgeholder Agreement is entered into as of June 30, 2024.

#### RECITALS

- A. Dan Marsh, an individual residing in the state of New York with an address at 4553 Charles Street, Scio, NY 14880 (the "Seller") and Scott Lanphier, an individual residing in the state of New York with an address at 4194 State Route 19, Belmont New York 14813 (the "Buyer"), have entered into that certain Stock Purchase Agreement, dated of even date herewith (the "Purchase Agreement") pursuant to which Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, one hundred (100) shares of common stock, no par value (the "Shares") of Medical Transport Service, Inc., a New York corporation (the "Company"). As consideration for the Shares, the Buyer has executed and delivered to the Seller a Promissory Note also dated June 30, 2024.
- B. As security for the full and timely payment of the Note, the Buyer has granted to the Seller a security interest in all of the Shares and hereby pledges the Shares (the "<u>Pledged Shares</u>") as collateral.
- C. The Seller and the Buyer now desire to appoint Dan Marsh as their agent (the "Agent") with respect to certain certificate(s) evidencing the Pledged Shares.

#### PLEDGEHOLDER INSTRUCTIONS

The Seller and the Buyer hereby authorize and direct the Agent to hold the documents and certificate(s) delivered to the Agent pursuant to these instructions (these "<u>Instructions</u>") and to take the following actions with respect thereto, and the Seller, the Buyer, and the Agent hereby agree as follows:

- 1. The Buyer hereby delivers and/or agrees to deliver to the Agent an Assignment Separate From Certificate executed in blank (the "Stock Power"), attached hereto as Schedule 1.
- 2. The provisions of these Instructions shall apply for so long as the Seller has a security interest in the Pledged Shares pursuant to the Note. Upon full payment by the Buyer of all indebtedness under the Note, the Agent shall promptly deliver the Pledged Shares back to the Buyer.
- 3. As security for the full repayment of the Note, the Buyer has granted (and hereby confirms) to the Seller a security interest in the Pledged Shares. Notwithstanding anything herein to the contrary, the Agent holds the Pledged Shares as the Seller's agent to perfect the Seller's security interest in the Pledged Shares, and not as an escrow holder for Buyer and the Seller. Nothing herein shall be construed to permit the Buyer any control over the Pledged Shares while so held, the right to direct disposal of the Pledged Shares, or any other right inconsistent with the Agent's possession of the Pledged Shares as perfecting the Seller's security interest, provided however, that this provision shall not apply in connection with any sale or transfer of Pledged Shares pursuant to which the entire remaining balance of the Note is paid in full. In the event the Buyer fails to make any payment under the Note when due, or otherwise defaults in any obligation due the Seller under the Note, the Agent shall deliver the Pledged Shares to the Seller, or take such other action as the Seller, as a secured creditor shall direct. The Buyer acknowledges that state or

federal securities laws may restrict the public sale of the Pledged Shares, and may require private sales at prices or on terms less favorable to the Seller than public sales. The Buyer agrees that where the Seller, in its sole discretion, determines that a private sale is appropriate, such sale shall be deemed to have been made in a commercially reasonable manner.

- 4. To facilitate (i) the exercise of the Seller's rights as a secured party; and (ii) the performance of these Instructions, the Buyer does hereby constitute and appoint the Agent as the Buyer's attorney-in-fact and agent to execute with respect to the Pledged Shares all certificates, stock assignments, or other instruments which shall be necessary or appropriate to make such securities negotiable and complete any transaction herein contemplated, including the Seller's exercise of its rights as a secured party. The Buyer understands that such appointment is coupled with an interest and is irrevocable. Subject to the provisions of these Instructions, the Buyer shall exercise all rights and privileges of a member of the Company while the Pledged Shares are held by the Agent; provided, however, the Buyer may not sell, transfer, dispose of, or in any manner encumber any of the Pledged Shares while the Pledged Shares are held by Agent hereunder other than in connection with any sale or transfer of Pledged Shares pursuant to which the entire remaining balance of the Note (including both principal and accrued interest) is paid in full.
- **5.** If at the time of termination of the pledge of the Pledged Shares, the Agent shall have in his possession any documents, securities, or other property belonging to the Buyer, the Agent shall deliver all of same to the Buyer and shall be discharged of all further obligations hereunder.
- **6.** The Agent's duties hereunder may be altered, amended, modified, or revoked only by a writing signed by the Seller and the Buyer, and approved by the Agent.
- 7. The Agent shall not be personally liable for any act the Agent may do or omit to do hereunder as agent for the Seller, or attorney in fact for the Buyer while acting in good faith and in the exercise of the Agent's own good judgment after advisement by the Agent's own attorneys, and any act done or omitted by the Agent pursuant to the advice of the Agent's own attorneys shall be conclusive evidence of such good faith.
- 8. In consideration of the Agent's acceptance of this appointment, the Seller agrees to indemnify and hold harmless the Agent as to any liability incurred by Agent to any person by reason of its having accepted such appointment or in carrying out the provisions of this Pledgeholder Agreement, and to reimburse the Agent for all its costs and expenses (including, without limitation, legal counsel fees and expenses) reasonably incurred by reason of any matter relating to or arising under this Pledgeholder Agreement except in the event of the Agent's negligence, misconduct or willful violation of the terms of this Agreement.
- 9. The Agent has a good faith duty to abide by the terms of this Agreement. The Agent is hereby expressly authorized to disregard any and all warnings by any of the parties hereto or by any other person, firm, or other entity, excepting only orders or process of courts of law, and is hereby expressly authorized to comply with and obey orders, judgments, or decrees of any court. In the event the Agent obeys or complies with any such order, judgment, or decree of any court, the Agent shall not be liable to any of the parties hereto or to any other person, firm, or other entity by reason of such compliance notwithstanding that any such order, judgment, or decree shall be subsequently reversed, modified, annulled, set aside, vacated, or found to have been entered without jurisdiction.

- 10. The Agent shall not be liable in any respect on account of the identity, authorities, or rights of the parties executing or delivering or purporting to execute or deliver any agreements or documents called for by the Purchase Agreement or any documents or papers deposited or called for hereunder.
- 11. The Agent shall not be liable for the barring of any rights under the statute of limitations with respect to these Instructions or any documents deposited with the Agent.
- 12. By signing this Pledgeholder Agreement, the Agent becomes a party hereto only for the purpose of said Pledgeholder Agreement. The Agent shall not be considered a party to the Purchase Agreement or to any documents or agreements called for by the Purchase Agreement.
- 13. The Agent may resign from its duties hereunder at any time upon written notice to the Seller and the Buyer and delivery of all documents and certificates held in this escrow to the successor Agent. If a successor agent has not been appointed within thirty (30) days, the Agent may deliver all such documents and certificates to the Seller, at which time, all further responsibilities and duties of the Agent shall cease.
- 14. If prior to the termination of these Instructions the Agent shall resign or otherwise cease to operate as Agent, a successor agent shall be designated by the Seller and the Buyer.
- 15. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):
  - (a) if to the Seller, to:

Dan Marsh 4553 Charles Street, Scio, NY 14880

**(b)** if to the Buyer, to:

Scott Lanphier 4194 State Route 19S Belmont, New York 14813

(c) if to the Agent, to:

Dan Marsh 4553 Charles Street, Scio NY 14880

- 16. The provisions of this Pledgeholder Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 17. This Pledgeholder Agreement, the Note and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to

this Pledgeholder Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

18. This Pledgeholder Agreement, the Note, the Stock Power and the Purchase Agreement contain the entire understanding of the Seller and the Buyer with respect to the subject matter contained herein, and there are no other contracts, agreements, understandings, representations, warranties, or covenants with respect to the subject matter contained herein. This Pledgeholder Agreement may be executed in counterparts, each of which shall be considered an original but together which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Pledgeholder Agreement as of the date first above written.

**BUYER:** 

Scott Lanphier

**SELLER:** 

AGENT:

wel Mark

Dan March

[SIGNATURE PAGE TO PLEDGEHOLDER AGREEMENT]

## Scott M. Lanphier

PO Box 111 Scio, New York 14880 (585) 610-8909 slanphier87@gmail.com

### **Experience:**

Medical Transport Service Inc.

Operations Supervisor

Scio, NY 06/08-Present

Responsible for providing management, leadership, direction and administration of all aspects of daily operations. Respond and adequately determine the needs of the ill or injured, Maintain patient care, including administration of medications, providing resuscitation efforts, starting Intravenous lines and interpreting Electro Cardio Grams. To treat ill or injured patients following the pre-established protocols, and maintain direct communication with on line medical control.

Level 3 Communications
Service Delivery Associate

Coudersport, PA 2/11 -07/12

Responsible for processing IP/Data, Transport and Voice orders into various proprietary order entry systems for all customers in a timely manner related to new installations, inbound Automated Service Requests (ASR), record changes, Move-Add-Change (MAC) and Disconnect requests: Act as first point of contact for internal/external customer service escalations; address internal/external customer requests, complaints and issues in a timely manner and with a professional attitude; provide coaching and mentoring to associates, give feedback and input in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards; interacts with internal/external customers, their representatives and field personnel in a professional manner to provide service and support using multiple proprietary operating systems; enforce compliance of corporate policies/procedures and business objectives; ensure compliance with relevant government and industry legislation.

CCSI

Coudersport, PA 11/10 - Present

Service Delivery Associate (Contractor)

Responsible for processing IP/Data, Transport and Voice orders into various proprietary order entry systems for all customers in a timely manner related to new installations, inbound Automated Service Requests (ASR), record changes, Move-Add-Change (MAC) and Disconnect requests; Act as first point of contact for internal/external customer service escalations; address internal/external customer requests, complaints and issues in a timely manner and with a professional attitude; provide coaching and mentoring to associates, give feedback and input in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards; interacts with internal/external

## Scott M. Lanphier

Resume - Page 2

customers, their representatives and field personnel in a professional manner to provide service and support using multiple proprietary operating systems; enforce compliance of corporate policies/procedures and business objectives; ensure compliance with relevant government and industry legislation.

## Allegany Co. Sheriff's Office Emergency 911 Dispatcher

Belmont, NY 07/09 to 05/10

Answered emergency 911 calls; appropriately dispatched police, fire, and ambulance units within Allegany County; maintained real-time knowledge of where units were assigned; logged all calls per department policy; conducted radio checks with law enforcement to enhance their safety; handled routine calls/inquiries from citizens; assisted co-workers as needed; used independent judgment to assist responders as needed; interfaced with emergency responders/dispatchers in contiguous counties as needed; entered data in computer systems as appropriate; handled routine paperwork as assigned..

# Wellsville Police Department Communications Technician

Wellsville, NY 06/07 to 07/09

Duties as listed above, plus interfaced with village departments, emergency responders/dispatchers in Allegany, contiguous counties, and Pennsylvania as needed; maintained observation of prisoners to maintain safety and security.

# Brand Name Appliance Installation Technician

Wellsville, NY 11/05 to 06/07

Delivered and installed new appliances; removed old appliances from Customers' homes; maintained knowledge of technical revisions; presented

a positive company image to public; assisted with customer service as needed; properly disposed of removed appliances.

Pizza King **Delivery Driver**  Wellsville, NY 03/05 to 11/05

Delivered pizza in Wellsville area in a safe, timely manner; Prepared meals for customers; accurately operated cash register.

# Scott M. Lanphier Resume – Page 3

**Education:** 

Wellsville Central School

Wellsville, NY

**NYS Regents Diploma** 

Majored in Diesel Mechanics at Belmont BOCES and graduated

from same.

New York State Certified

Albany, NY

Advanced Emergency Medical Technician - Critical Care

NYS - Department of Health

References:

Attached



SCOTT LANPHIER **OPERATIONS MANAGER** 



### ADVANCED CARDIOVASCULAR LIFE SUPPORT

ACLS Provider



#### **Scott Lanphier**

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

**Issue Date** 1/22/2024

Renew By 01/2026

eCard Code 245405296191

To view or verify authenticity, students and employers should scan this \R code with their mobile device or go to www.heart.org/cpr/mycards.



**Emergency Medical Services** and Trauma Systems

#### **EMS PROVIDER CERTIFICATION**

**Back to Search Results** 

Ce

322277

ian-Critical Care (EMT-CC)

07/31/2024

# PEDIATRIC ADVANCED LIFE SUPPORT

## **PALS** Provider



American Academy of Pediatrics



#### Scott M Lanphier

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Pediatric Advanced Life Support (PALS) Program.

Issue Date

Renew By

eCard Code

1/25/2024 01/2026

245425336033

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.



## BASIC LIFE SUPPORT

## BLS Provider



#### Scott Lanphier

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

Issue Date 1/23/2023

Renew By

eCard Code

01/2025

235413959992

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.





# Department of Health

JAMES V. McDONALD, M.D., M.P.H. Commissioner

JOHANNE E. MORNE, M.S.
Acting Executive Deputy Commissioner

12/14/2023

Governor

Medical Transport Service, Inc. PO Box 586 Wellsville, NY 14895

Attention: Scott Lanphier, Ops Manager

Dear Mr. Lanphier,

The Plan of Correction (SOD 20230444) submitted to the Department by your agency has been found to be acceptable.

Your agency has demonstrated that it is compliant with the Public Health Law and Part 800 regulations.

Thank you for your cooperation with the process; your efforts will benefit your crew members and the patients you serve.

Should you have any questions or need additional information please do not hesitate to contact me at (716) 847-4391.

Sincerely,

#### Donald Trzepacz Jr.

Donald Trzepacz Jr.
District Chief / Investigator
Emergency Preparedness and Response

New York State Department of Health Bureau of Emergency Medical Services and Trauma Systems Western New York Regional Office 295 Main Street, Suite 300 Buffalo, NY 14203 (716) 847-4643 (Office) | (518) 416-5592 (Cell) donald.trzepacz@health.ny.gov

CC: Agency File

# STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION NEW YORK STATE DEPARTMENT OF HEALTH – BUREAU OF EMERGENCY MEDICAL SERVICES

Agency Code: 0229	SOD Record: 20230444
Agency Name: Medical Transport Service, Inc.	Date of Violation: 10/16/2023
Address:	NYS BEMS Representative issuing
PO Box 586	SOD:
Wellsville, NY 14895	Donald Trzepacz
	District Chief - Investigator

As a result of a recent incident or investigation, Department of Health representatives identified the following deficiency(s). This identified deficiency(s) must be corrected for you to be in compliance with Title 10 of the New York Codes Rules and Regulations (10NYCRR) and/or Article 30 of the Public Health Law of New York State. In the column headed "Provider's Plan of Correction", please describe the plan for corrective action and submit by 12/7/2023. Use additional sheets as necessary. Responding to this statement does not preclude enforcement action. However, failure to respond by 12/7/2023 MAY result in enforcement action being taken.

### **Deficiencies and 10NYCRR Citations**

# SECTION 3006. QUALITY IMPROVEMENT PROGRAM.

By January first, nineteen hundred ninety-seven, every ambulance service and advanced life support first response service shall establish or participate in a quality improvement program, which shall be an ongoing system to monitor and evaluate the quality and appropriateness of the medical care provided by the ambulance service or advanced life support first response service, and which shall pursue opportunities to improve patient care and to resolve identified problems. The quality improvement program may be conducted independently or in collaboration with other services, with the appropriate regional council, with an EMS program agency, with a hospital, or with another appropriate organization approved by the department. Such program shall include a committee of at least five members, at least three of whom do not participate in the provision of care by the service. At least one member shall be a physician, and the others shall be nurses, or emergency medical technicians, or advanced emergency medical technicians, or other appropriately qualified allied health

### Provider's Plan of Correction

- 1. We have formed a QA/QI committee as follows:
  Robert Wicelinski (Physician)
  Connor Parker (RN)
  Paul Edwards (MTS EMT-cc)
  Evan Woolaway (MTS EMT-B)
  Todd McMahon (MTS EMT-B)
  Neal Green (Belfast Paramedic)
  Margaret Thompson (Belfast EMT-B)
  Dan Marsh (MTS EMT-CC/Alternate)
  Scott Lanphier (MTS EMT-CC/Alternate)
- 2. We have developed a schedule of PCR QA as follows:

January..... Syncope/Unconscious
February.... Chest pain/Cardiac
March.... AMS/Diabetic issues
April.... Respiratory distress

May..... Cardiac arrest

June..... Trauma

July..... Abdominal pain

August..... CVA/TIA September.... Seizures

October..... Hosp-to-hosp transfers

November..... General illness December..... Allergic reactions

- We will schedule continuing education based on the results of the monthly QA sampling.
- 4. We will participate in the regional QA/QI program operated through the University of Rochester Office of Prehospital medicine under the auspices of Dr. Jeremy Cushman.

personnel. The quality improvement committee shall have the following responsibilities:

3006(1)(c)

to periodically review information concerning compliance with standard of care procedures and protocols, grievances filed with the service by patients or their families, and the occurrence of incidents injurious or potentially injurious to patients. A quality improvement program shall also include participation in the department's prehospital care reporting system and the provision of continuing education programs to address areas in which compliance with procedures and protocols is most deficient and to inform personnel of changes in procedures and protocols. Continuing education programs may be provided by the service itself or by other organizations.

Agency does not an active internal QA program

Provider Representative	Signature and	Title

Parkiarst, PRESUSENT 11-13-2023

Date

NYS BEMS Representative Signature and Title		Date
Donald Frzepacz Je	District Chief Investigator	10/19/2023



**New York State Certified Ambulance Service** 

Phone: 585-593-1977 \* Fax: 585-593-7684 \* PO Box 586, Wellsville, New York 14895 medicaltransportservice1@gmail.com

Attachment #1:

Dan Marsh owns 100% of the stock of Medical Transport Service, Inc.

#### CERTIFICATE OF INCORPORATION

OF

#### MEDICAL TRANSPORT SERVICE, INC.

Under Section 402 of the Business Corporation Law

#### IT IS HEREBY CERTIFIED THAT:

(1) The name of the corporation is:

#### MEDICAL TRANSPORT SERVICE, INC.

(2) The purposes of the Corporation is to engage in any lawful act or activity for which corporations may be organized pursuant to the Business Corporation Law of the State of New York. The Corporation is not to engage in any act or activity requiring any consents or approvals by law without such consent or approval 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.

- (3) The number of shares which the corporation shall have the authority to issue is 200 shares, no par value.
- (4) The principal office of the corporation is to be located in the County of Alleghany, State of New York.

(5) The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is:

c/o The Corporation
P.O. Box 586
Wellsville, NY 14895

IN WITNESS WHEREOF, this certificate has been subscribed this 2nd day of May, 1989, by the undersigned, who affirms that the statements made herein are true under the penalties of perjury.

Joan Terry
Joan Terry
500 Central Avenue
Albany, New York 12206

		NYS DEPARTI	MENT OF STATE					
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NY 14760

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TOTAL PAYMENT \$ 0000110.00

TO FOLLOW

DOS-281 (8/84)

OLEAN

201 NORTH UNION STREET

GAIL S SHAFFER - SECRETARY OF STATE

N. Y. S. DEPARTMENT OF STATE DIVISION OF CORPORATIONS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME : MEDICAL TRANSPORT SERVICE, INC.

DOCUMENT TYPE : ASSUMED NAME CERTIFICATE

FILER:

FILED: 11/15/2018

CASH#: 436405

FILM#: 20181115021

DAN D MARSH; MEDICAL TRANSPORT

SERVICE, INC.

PO BOX 586

WELLSVILLE

NY

14895

PRINCIPAL LOCATION

4194 STATE ROUTE 19

SOUTH

BELMONT

NY 14813

COMMENT:

ASSUMED NAME

MTS



+++ NO SERVICE COMPANY +++ SERVICE COMPANY BOX:

PAYMENTS: 85.00 FEES

CASH FILING : 25.00 CHECK 85.00 COUNTY : 25.00 C CARD COPIES : 10.00

MISC : .00 25.00 HANDLE:

REFUND

DOS-281 (04/2007)

### STATE OF NEW YORK

### **DEPARTMENT OF STATE**

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 official seal of the Department of State, at the City of Albany, on November 16, 2018.

Whitney Clark

Deputy Secretary of State for Business and

Licensing Services

Who trung Clark

## STATE OF NEW YORK DEPARTMENT OF STATE

ONE COMMERCE PLAZA 99 WASHINGTON AVENUE ALBANY, NY 12231-0001 WWW.DOS.NY.GOV ANDREW M. CUOMO GOVERNOR

ROSSANA. ROSADO SECRETARY OF STATE

MEDICAL TRANSPORT SERVICE INC PO BOX 586 WELLSVILLE NY 14895



### Division of Corporations, State Records and Uniform Commercial Code

20181115021

New York St.
Department of St.
Division of Corporation
State Records a
Uniform Commercial Co.

One Commerce Pla 99 Washington Aven Albany, NY 122

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r office use only)

Page 2 of 2

#### Schedule 1

#### STOCK POWER AND ASSIGNMENT

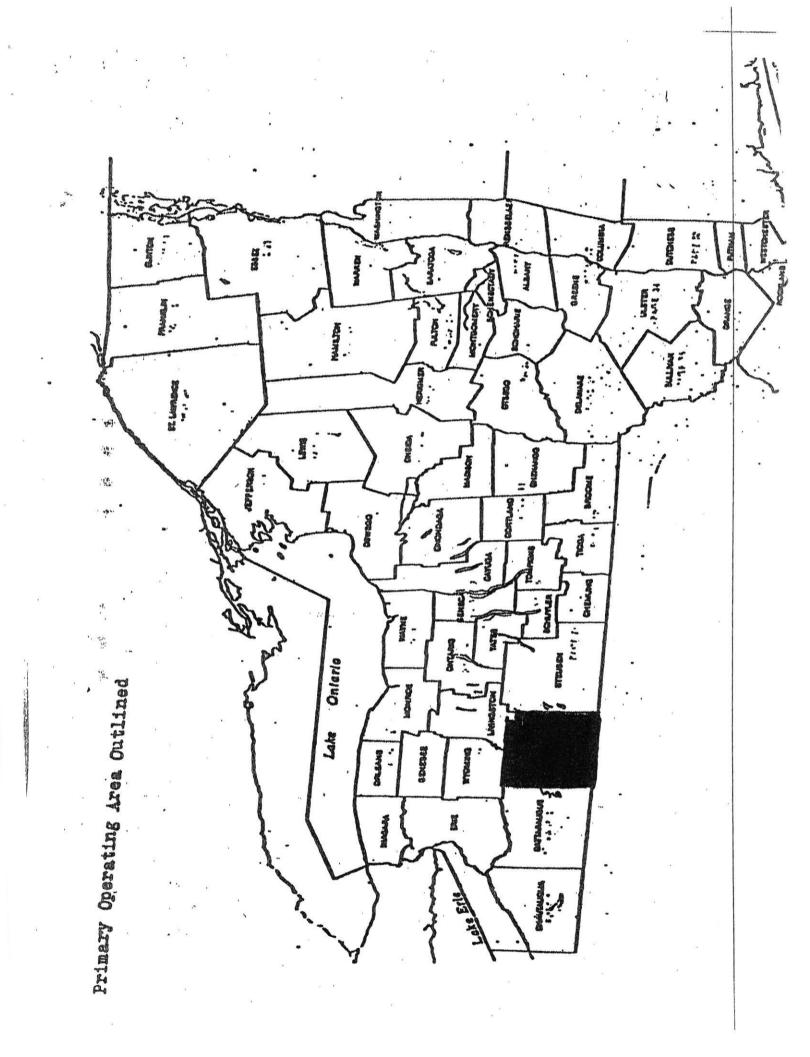
#### SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, and pursuant to that certain Stock Purchase Agreement dated as of June 30, 2024 (the "<u>Agreement</u>"), the undersigned hereby sells, assigns and transfers unto Dan Marsh, an individual, 100 shares of common stock, no par value of Medical Transport Service, Inc., a New York corporation (the "<u>Company</u>"), standing in the undersigned's name on the books of the Company, and does hereby irrevocably constitute and appoint Dan Marsh as the undersigned's attorney-in-fact, with full power of substitution, to transfer said shares on the books of the Company. THIS ASSIGNMENT MAY ONLY BE USED AS AUTHORIZED BY THE AGREEMENT AND ANY EXHIBITS THERETO.

Dated: 5-77-74

**BUYER:** 

Scott Lanphier



### NEW YORK STATE DEPARTMENT OF HEALTH

### **Ambulance Service Certificate**

Medical Transport Service, Inc.

**DBA: MTS** 



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: Allegany County

**Emergency Medical Services Program** 

noward Jucker M.D.

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

## NEW YORK STATE DEPARTMENT OF HEALTH CONTROLLED SUBSTANCE LICENSE



Legal Name or Operator:
MEDICAL TRANSPORT SERVICE INC

Licensed Location:
MEDICAL TRANSPORT SERVICE INC
MTS
4194 STATE ROUTE 19S
PO BOX 109A
BELMONT, NY 14813

MEDICAL TRANSPORT SERVICE INC MTS 4194 STATE ROUTE 19S PO BOX 109A BELMONT, NY 14813 Class: 03C INSTITUTIONAL DISPENSER LIMITED ( EMS )

Schedule:

HAS GIVEN SATISFACTORY EVIDENCE THAT ALL QUALIFICATIONS AS REQUIRED BY ARTICLE 33 OF THE PUBLIC HEALTH LAW AND PART 80 OF THE ADMINISTRATIVE RULES AND REGULATIONS HAVE BEEN MET AND IS HEREBY GRANTED A LICENSE TO ENGAGE IN CONTROLLED SUBSTANCE ACTIVITY IN THE STATE OF NEW YORK IN THE CLASSIFICATION STATED ABOVE.

LICENSE #: 03C0219

EFFECTIVE: Nov 01 2023

EXPIRES: Oct 31 2025

JAMES V. McDONALD, M.D., M.P.H. COMMISSIONER OF HEALTH

TO BE PERMANENTLY DISPLAYED AT THE LICENSED SITE

# New York State Department of Health

PFI: P434 Limited Service Laboratory Registration CLIA: 33D1004430

Medical Transport Service Inc

4194 State Route 19 S Belmont NY 14880

Director:

Robert Wicelinski, D.O.

Owner:

Medical Transport Service Inc

is hereby authorized to perform the following procedures in accordance with Article 5, Title V, Section 579 of the Public Health Law.

Glucose

Renewal

Effective Date: September 1, 2022

Expiration Date: September 1, 2024

Single Site

Certification Type: WAIVER

Subject to Revocation

Registration Not Transferable

### REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number:

277455-01

Certificate Number: 2482618

WICELINSKI ROBERT 455 UNDERWOOD AVE

**ELMIRA** 

NY 14905-0000

is registered to practice in New York State through 09/30/2025 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.