

CRAIG A. DOLL

ATTORNEY AT LAW
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HUMMELSTOWN, PENNSYLVANIA 17036-0403
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E-MAIL CDOLL76342@AOL.COM

November 9, 2011

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Commonwealth Keystone Building - 2nd Floor
P.O. Box 3265
Harrisburg, PA 17105-3265

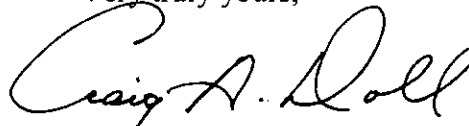
Re: Application of GEM Ambulance, LLC
A-2010-2213294

Dear Secretary Chiavetta:

Enclosed please find an original and one copy of the Application of GEM Ambulance, LLC submitted in compliance with paragraph 19(ii) of the Settlement Agreement entered into between the Commission, Transit Aide, Inc. and GEM Ambulance in the Commonwealth Court proceeding at 1198 CD 2011. In addition, please find an updated statement of financial condition attached at the end of the application and a check in the amount of \$350.00 in payment of the Commission's filing fee.

If you have any questions, please feel free to contact this office.

Very truly yours,


Craig A. Doll

CAD/kmv
Enclosure
Cc: C. Gerber, Esq.
H. Wushinske, Esq.

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PA PUC
SECRETARY'S BUREAU

**APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON CARRIER OR CONTRACT RIGHTS**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of GEM Ambulance, LLC
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

as a common carrier, described at Docket
(common - contract)

No. VA Folder No. 00099336, issued to

Transit Aide, Inc.
(Transferor - Seller)

for transportation of persons
(persons - household goods)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. GEM Ambulance, LLC
(Full and Correct Name of Applicant/Transferee)

2. _____
(Trade Name, If Any)

The trade name _____ been registered with the Secretary of the Commonwealth
(has or has not)

on _____ (attach copy of stamped registration form.)
(Date)

3. 1750 Cedar Bridge Avenue _____
(Business Street Address) (P. O. Box, If Any)

Lakewood Ocean NJ 08701 732-575-1700
(City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (for this application) is:

5. Paig A. Doll, Esquire 25 West Second Street, P.O. Box 403 Hummelstown, PA 17036 717-566-9000
(Name) (Address) (Telephone)

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BUREAU OF
TRANSPORTATION & SAFETY
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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

A 2010-2213294

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6. Any documents should be mailed to:

Transferee: Craig A. Doll, Esquire 25 West Second St., P.O. Box 403 Hummelstown, PA 17036 717-566-9000
(Name) (Address)

Transferor: Stephen V. Siana, Esquire 941 Pottstown Pike, Suite 200, Chester Springs, PA 19425
(Name) (Address)

7. Applicant does not hold Pa. P. U. C. authority under Docket Number
(does or does not)

A- _____ and operates as a _____ carrier.
(common or contract)

8. Applicant _____ hold Interstate Commerce Commission authority at Docket
(does or does not)

No. A- _____.

9. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name) (Address)

Corporation. Organized under the laws of the state of New Jersey
and qualified to do business in Pennsylvania by registering with the Secretary of the
Commonwealth on September 7, 2010 (Attach copy of Certificate of
Incorporation or Authority and statement of charter purpose). Include as an attachment a
list of corporate officers and their titles and the names, addresses and number of shares
held by each stockholder.

10. If applicant, its stockholder or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

11. Applicant proposes to acquire all of the operating rights now held by transferor.
(all or part)

Attach a sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted give reasons.

12. The reason for the transfer is The Transferor is taking steps to retire from the paratransit business.

Applicant desires to provide paratransit services within the area of authority of Transite Aide, Inc.

PUC Certificate

12a. The following must be attached:

- Sales Agreement
- List of equipment to be used to render service. (Summarized by type)
- Operating authority to be transferred/retained.
- Statement of Financial Position
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of Safety Program.
- Statement of transferee's experience.

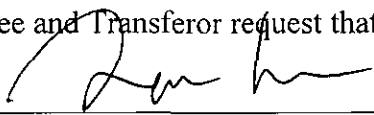
b. Attach the following, as appropriate (check those attached):

- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- Statement of Corporate charter purpose. (Corporations only)
- List of Corporate officers and stockholders. (Corporations only)

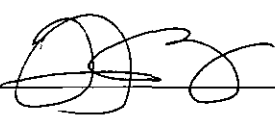
- Copy of short form certificate showing date of death of transferor and name of executor/administrator/administratrix.

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferee sign here:  11/8/2010
(Each Partner Must Sign) (Date)

(Corporate Seal) _____

Transferor sign here:  11/12/10

(Corporate Seal) _____

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Statement of Unpaid Debts

The debts of transferor will be paid from the proceeds of the sale.

Corporate Officers

Mr. Jacob Halpern is the sole corporate officer and shareholder in GEM Ambulance LLC.

Gem Ambulance, LLC
Internal Balance Sheet
June 30, 2010

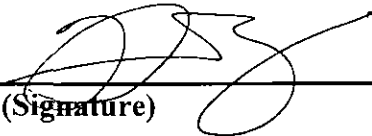
Assets	
Current Assets	
Cash	\$ 389,516
Accounts receivable, net	1,139,564
Loans receivable	3,978
Other current assets	<u>1,902</u>
Total Current Assets	1,534,960
Property and Equipment, Net	2,302,929
Other Assets	
Loans receivable	391,461
Security deposits	<u>2,100</u>
	<u>393,561</u>
Total Assets	<u><u>\$ 4,231,449</u></u>
Liabilities and Members' Equity	
Current Liabilities	
Current portion of long-term debt	\$ 154,097
Accounts payable	276,494
Accrued liabilities	<u>131,737</u>
	562,328
Long-Term Liabilities	
Long-term debt, less current portion	<u>1,453,037</u>
Total Liabilities	2,015,366
Members' Equity	<u>2,216,083</u>
Total Liabilities and Members' Equity	<u><u>\$ 4,231,449</u></u>

APPLICATION VERIFICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information and belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to Unsworn Falsification To Authorities.


TRANSFEROR (SELLER)

William Black  11/13/10
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

Jacob Halpern  11/8/2010
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

If the Applicant is a sole-proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.

GEM AMBULANCE LLC
3 NESHAMINY INTERPLEX
FSTRVL TRVOSE PA 19053

NOTICE #: 00763986
DATE OF NOTICE: 09/07/2010
ACCOUNT ID: 2884-445
FISCAL YEAR END: DEC
FEDERAL EIN #: PA-9520631
INCORPORATION DATE: 08/20/2010
TAXES SUBJECT: EF

FOREIGN FRANCHISE
LOANS
CORPORATE NET INCOME

Dear Taxpayer,

Welcome to Pennsylvania's business community. The Department of Revenue has been advised that you are authorized to conduct business in Pennsylvania.

The above Corporate Account ID number has been assigned to your business for tax reporting purposes. Please reference this number on all correspondence with the department. The taxes you are required to report annually are also listed. Carefully review this information and make sure your name, address and other tax information is complete and accurate.

If no federal employer identification number (EIN) is indicated above, please provide this number as soon as it is available to you from the federal government. Write the federal EIN in the top right-hand corner in the blank space and return this letter to us.

If there are changes or additions to be made regarding your account, make the appropriate adjustments on a copy of this letter and return it promptly to:

PA DEPARTMENT OF REVENUE
PO BOX 280705
HARRISBURG PA 17128-0705

PLEASE NOTE: Section 601 of the Tax Reform Code of 1971 includes limited liability companies and business trusts in the definition of a corporation for capital stock/foreign franchise tax purposes, regardless of how an entity files with the Internal Revenue Service (IRS). Under Section 401, any entity that elects to file as a corporation with the IRS is subject to corporate net income tax. In the case of limited liability companies and business trusts, this determination will be made upon review of the PA Corporation Tax Report.

Pay particular attention to the month your business or fiscal year ends for the following reasons:

- For most taxes, the annual report must be filed within 105 days after the close of the tax year.
- For capital stock/foreign franchise, corporate net income and mutual thrift taxes, the first quarterly estimated payments are due within 75 days following the incorporation/authority date.
- A federal sub-chapter S corporation desiring not to be taxed as a PA S corporation is required to file form REV-976 on or before the due date or extended due date of the first tax period for which it is to be in effect. REV-976 is available at www.revenue.state.pa.us.

CERTIFICATE PURCHASE AGREEMENT

This Certificate Purchase Agreement (the "Agreement") dated as this 9 day of July, 2010 ("Effective Date"), is entered into by and between GEM Ambulance, LLC ("Buyer"), a New Jersey limited liability company having its principle place of business at 1750 Cedar Bridge Avenue, Lakewood, New Jersey 08701 and Transit Aide ("Seller"), a Pennsylvania corporation having its principle office at 968 North 8th Street, Philadelphia, Pennsylvania 19123.

WITNESSETH:

WHEREAS, Seller desires to transfer ownership to Buyer of that certain Certificate of Public Convenience No. A-0009936 (the "Certificate") specifically utilized by Seller in conducting its business; and

WHEREAS, Buyer desires to acquire the Certificate, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, and the promises and the respective representations, warranties, covenants, agreements and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Purchase and Sale of Certificate. On the Closing Date (as defined in Section 1.3), and subject to the terms and conditions of this Agreement, Seller shall transfer, convey, assign and deliver to Buyer, and Buyer shall acquire and accept, all of Seller's rights, title and interest in and to the Certificate.

1.2 Instruments of Conveyance. At the Closing, Seller will deliver to Buyer a bill of sale, and such other instruments of conveyance as may be required by the Pennsylvania Public Utility Commission ("PUC"), dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer and Seller, as shall be necessary or desirable to vest effectively in Buyer good and marketable title to the Certificate, free and clear of all liens, security interests or encumbrances of any nature.

1.3 Closing Date. The Closing of the transfer of the Certificate (the "Closing") shall be within ten (10) days following the issuance of a final unappealable order from the PUC transferring the Certificate ("Closing Date").

2. PURCHASE PRICE

2.1 Purchase Price. The Purchase Price to be paid by Buyer for the Certificate shall be Sixty Thousand Dollars (\$60,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) At the time of execution of this Agreement by Buyer, Ten Thousand Dollars (\$10,000) of such Purchase Price shall be paid to, and shall be held in escrow by, Seller's counsel, Siana, Bellwoar & McAndrew, LLP, in a separately established non-interest bearing escrow account. The balance of said Purchase Price, Fifty Thousand Dollars (\$50,000), shall be paid by Buyer at Closing.

(b) Seller's counsel and Buyer's counsel shall hold any and all escrowed monies until the PUC shall have approved the transfer of Seller's Certificates of Public Convenience to Buyer upon which event all escrowed monies including interest accumulated thereon shall be immediately released to Seller. In the event the PUC fails to approve the transfer of the Seller's Certificates of Public Convenience to Buyer, through no fault of Buyer, then in that event all escrow monies will be promptly returned to Buyer without the written consent of the Seller first had and obtained. In such event, this Agreement shall be null and void and of no further force and effect. In the event that Seller materially breaches this Agreement or any of the material representations and warranties made by Seller are not materially true at the time of closing, then Buyer has the option as its sole remedy to demand from Seller's counsel, and Seller's counsel has the obligation to release to Buyer, the escrow monies.

(c) Ten Thousand Dollars (\$10,000) shall be paid to the Seller from the escrow account held by Seller's counsel only if the transaction contemplated by this Agreement fails to close because of the failure of the Buyer to perform its obligations or satisfy the conditions to be satisfied by it hereunder, including, but not limited to: (1) any inaccurate representation made by Buyer in or under this Agreement; (2) breach of any of the warranties made by Buyer in this Agreement; or (3) breach or default in the performance by Buyer of any of the covenants to be performed by it under this Agreement. Said Ten Thousand Dollars (\$10,000) shall be retained by the Seller as liquidated damages and as Seller's sole and exclusive remedy hereunder. The parties agree that the damages which may be caused to the Seller under such circumstances are incapable or difficult of accurate estimation, and such liquidated damages are a fair and reasonable calculation thereof and are not in the nature of a penalty.

(d) Buyer agrees and consents to provide Seller, contemporaneously with the execution of this Agreement, a letter from a bank of Buyer's choosing, confirming that Buyer has available to it funds sufficient to pay the remaining Fifty Thousand Dollar (\$50,000) purchase price.

3. BUYER AND SELLER CONTIGENCIES

3.1 Buyer contingencies. Buyer's obligation to proceed with the purchase of the Certificate shall be conditioned upon the following contingencies:

- (a) the representations and warranties of Seller being true as of the Closing Date, as though such representations and warranties were made as of such

date, and the due performance by Seller of all obligations and agreements of Seller required to be completed prior to or at the Closing; and

- (b) The issuance of a final unappealable order from the PUC approving the transfer of the Certificate.

3.2 Seller Contingencies. Seller's obligation to proceed with the sale of the Certificate and Closing shall be conditioned upon the following contingencies:

- (a) the representations and warranties of Buyer being true on and as of the Closing Date, as though such representations and warranties were made as of such date, and the due performance by Buyer of all obligations and agreements of Buyer required to be completed prior to or at the Closing; and
- (b) The issuance of a final unappealable order from the PUC approving the transfer of the Certificate.

4. ADDITIONAL CONDITIONS TO CLOSING

4.1 Additional Closing Requirements. In Addition to the Seller and Buyer Contingencies set forth in Section 3 of this Agreement, Closing shall be conditioned upon the following:

- (a) Seller's delivery to Buyer of a bill of sale in the form of Exhibit "A" hereto;
- (b) Buyer's delivery to Seller of resolutions of Buyer's management and owners as necessary to authorize and approve the execution of this Agreement and consummation of the transactions contemplated by this Agreement; and
- (c) Seller's delivery to Buyer of resolutions of Seller's management and owners as necessary to authorize and approve the execution of this Agreement and consummation of the transactions contemplated by this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

5.1 Corporate Status. Seller is a corporation duly organized and validly existing under the laws of the Commonwealth of Pennsylvania.

5.2 Ownership of Acquired Assets. Seller is the rightful and lawful owner of the Certificate and has full right, power and authority to sell, transfer, convey, assign and deliver the Certificate to Buyer as provided hereby.

5.3 Title to the Acquired Assets. The Certificate shall be transferred free of any liens, encumbrances, assessments or PUC fines.

5.4 Protection of Acquired Assets. Seller shall take all commercially reasonable actions to protect the good standing of the Certificate, and has not otherwise taken or failed to take any action that would place the Certificate in jeopardy of being revoked.

6. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

6.1 Corporate Status. Buyer is a limited liability company duly organized and validly existing under the laws of the State of New Jersey has all the requisite authority to own, lease and operate the assets once acquired and to carry on business as contemplated by this Agreement, and is duly authorized to do business in the Commonwealth of Pennsylvania.

6.2 Authority. Buyer is duly authorized to enter into the transaction contemplated by this Agreement, there are no legal impediments to Buyer's purchase of the Certificate and this Agreement constitutes a valid and legally binding agreement of Buyer, enforceable in accordance with its terms.

6.3 Non-Contravention. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in any breach or violation of or default under any contract, agreement, lease, indenture or other instrument to which Buyer or any principal of Buyer is a party or by which it is bound; the formation documents, including but not limited to, bylaws, operating agreement, partnership agreement, etc., of Buyer; any judgment, decree, order, or award of any court, governmental agency or body or arbitrator; or any law, rule or regulation applicable to Buyer.

6.4 Financial Capacity. Buyer possesses the financial capacity to enter into the transaction and to satisfy all financial obligations contemplated herein when they come due.

6.5 No Representation nor Reliance. Neither Seller nor any representative thereof has made any representation to Buyer except as specifically set forth in this Agreement and Buyer has not relied on any representation or information provided by Seller or any representative thereof in entering into this Agreement other than the representations and warranties of Seller as set forth in this Agreement. Buyer has conducted and relied solely upon its own due diligence and investigation and has entered into this Agreement based upon Buyer's own evaluation and analysis of the contemplated transaction and business.

6.6 Litigation. There is no litigation pending or threatened of which Buyer is aware that would have an effect on the transaction which is the subject of this Agreement.

7. MISCELLANEOUS

7.1 Bulk Sales Laws. Buyer hereby waives compliance by Seller with the provisions of the bulk sales law of any state, and Buyer warrants and agrees to pay and discharge when due all claims of creditors which are asserted against Buyer by reason of such non-compliance.

7.2 Notices. All notices, requests and other communications contemplated hereunder shall be in writing and shall be deemed to have been duly given when received or delivered to the party to whom addressed by first class mail, postage prepaid, or when received by telegram, courier, telecopy or wire (if confirmed by mail) by the parties, their successors in interest or their assigns at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid.

If to Buyer:

Mr. Jay Halpern, Chief Executive Officer
GEM Ambulance, LLC
1750 Cedar Bridge Avenue
Lakewood, NJ 08701

With a copy to:

Craig A. Doll, Esquire
25 West Second Street
P.O. Box 403
Hummelstown, PA 17036-0403

and

If to Seller:

Transit Aide, Inc.
968 North 8th Street
Philadelphia, PA 19123

With a copy to:

Stephen V. Siana, Esquire
Siana, Bellwoar & McAndrew, LLP
941 Pottstown Pike, Suite 200
Chester Springs, PA 19425

7.3 Payment of Expenses. Each party will pay all fees and expenses incurred by it in connection with the transactions contemplated hereunder, it being understood that Buyer shall bear all sales taxes incurred in connection with the transfer of the Acquired Assets as provided in Section 1.1 above.

7.4 Binding Agreement; Assignment. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement and the documents executed in connection herewith may not be assigned by Seller without the prior written consent of Buyer, nor by Buyer without the prior written consent of Seller. Nothing contained herein, express or implied, is intended to confer upon any person or entity other than the parties hereto and their successors in interest, permitted assigns and heirs, any rights or remedies under or by reason of the Agreement.

7.5 Amendment and Waiver. This Agreement may not be amended except by a writing duly executed by the parties hereto. The terms, covenants, representations, warranties and conditions of the Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver by any party of any condition, term, covenant, representation or warranty contained in this Agreement will be deemed to be or construed as a further or continuing waiver of any such condition, provision, term, covenant, representation or warranty of this Agreement.

7.6 Governing Law. This Agreement shall be governed by and construed solely in accordance with the laws of the Commonwealth of Pennsylvania, excluding its choice of law rules. The Parties agree that the applicable Court of Common Pleas of the Commonwealth of Pennsylvania and/or the U.S. District Court for the Eastern District of Pennsylvania shall have sole jurisdiction over any and all suits or claims arising out of or relating to this Agreement.

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

7.8 Captions and Paragraph Headings. Captions used herein are for convenience only, are not a part hereof and shall not be used in construing this Agreement.

7.9 Entire Agreement. This Agreement, together with its schedules and exhibits embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof.

7.10 Construction. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. The parties acknowledge that both parties have equally participated in the drafting of this Agreement which shall be construed and interpreted accordingly.

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

GEM AMBULANCE, LLC

By: Jacob Halpern
Name: Jacob Halpern
Its: CEO

TRANSIT AIDE, INC.

By: William Black
Name: William Black
Its: President

List of Equipment

GEM Ambulance will utilize its existing equipment to provide service in the State of New Jersey. At the time the transfer is approved, GEM will designate those vehicles that will be utilized to render service in Pennsylvania.

Operating Authority To Be Transferred

A-0009936

To transport, in special operations, as hereinafter described, disabled and physically handicapped persons, in modified motor vehicles, with side-opening doors and ramps, from their homes or their places of business in the city and county of Philadelphia, to points in said city and county, and return.

A-00099336, F.1 Am-A

To transport, as a common carrier, persons in paratransit service (1) between points in the counties of Philadelphia, Bucks, and Chester; provided that no right, power, or privilege is granted to render such transportation originating in said county of Chester; and (2) from points in Philadelphia, Bucks, Chester, Delaware, and Montgomery counties to penal institutions located in said counties, and vice versa.

A-00099336, F. 1 Am-B

To transport as a common carrier, persons in paratransit service:

(1) from the city and county of Philadelphia, to the following State Correctional Institutions and return: Graterford State Correctional Institution, Skippack Township, Montgomery County; Camp Hill State Correctional Institution, Lower Allen Township, Cumberland County; Dallas State Correctional Institution, Jackson Township, Luzerne County; Muncy State Correctional Institution, Clinton Township, Lycoming County; Rockview State Correction Institution, Townships of Benner, College, Harris, Spring and Potter, Centre County; Huntingdon State Correctional Institution, Smithfield Township, Huntingdon

County; Pittsburgh State Correctional Institution, City of Pittsburg, Allegheny County.

(2) from the city and county of Philadelphia, to the following State Correctional Institutions and return: Frackville State Correctional Institution, Ryan Township, Schuylkill County; Waynesburg State Correctional Institution, Morgan Township, Greene County; Cresson State Correctional Institution, Cresson Township, Cambria County; Retreat State Correctional Institution, Newport Township, Luzerne County.

A-000899336, F.1, Am-C

To transport, as a common carrier, persons in paratransit service, from points in the city and county of Philadelphia to the following State Correctional Institutions and return: Mahoney State Correctional Institution; Schuylkill County; Coal Township State Correctional Institution, Northumberland County; Houtzdale State Correctional Institution, Clearfield County; and Smithfield State Correctional Institution, Huntingdon County

SAFETY

All Gem Ambulance employees must observe and abide by any safety standards and be safety conscious at all times. Any unsafe condition or practice an employee observes must be reported to your supervisor immediately. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees, patients or others. Employees who cause hazardous, dangerous or unsanitary situations, or who fail to report, or, where appropriate remedy such situations, may be subject to disciplinary action, up to and including termination of employment. Reprisal shall not be permitted against any employee who reports a workplace hazard or injury.

Our safety standards are as follows:

If a safety hazard or potential hazard is identified, it must be reported to a Manager immediately. When Gem Ambulance learns of a hazardous situation, all reasonable steps will be taken to correct the hazard as soon as possible. If correcting the hazard is not immediately possible, sufficient modifications will be made to eliminate any risk to employees or others.

Gem Ambulance will train new and existing employees on general safe and healthy work practices, as well as safety practices for a specific job, if applicable. The improper, careless, negligent destruction or unsafe use of operation of equipment can result in disciplinary action, up to and including termination of employment.

To prevent workplace accidents or injuries, the following safety standards have been established:

- Use common sense in performing your duties.
- Report any work injury/illness or unsafe conditions to your supervisor. Do not use any equipment, vehicles or materials when overly tired, nauseated, feverish or under the influence of any substance that may affect your judgment.
- Use mechanical devices or request assistance in lifting heavy loads. Field Personnel should follow proper lifting guidelines for transporting patients.
- Wear seat belts when operating any company or rented vehicle or driving your own personal vehicle while on company business.
- Do not use tops of cabinets or bookcases for extra storage or displays.
- Be sure that aisles or exits are kept clear; do not let cords interfere with walkways.
- Store all sharp objects properly when not in use.
- Open and close doors cautiously and use extra caution at blind hallway intersections.
- Open only one file cabinet drawer at a time to avoid tip-over. Cabinets should also be loaded from bottom to top and emptied in the reverse order.
- Report or clean up all spills immediately.
- Use stepstools, platforms or ladders for climbing in line with proper safety guidelines. Never use chairs.
- Report or replace frayed electrical cords.
- Inspect work areas for potential fire hazards.
- Lift heavy objects using the muscles of the legs and not the back.
- When bending, bend the knees while trying to keep the back as straight as possible.
- Use, adjust and repair machines and equipment only if you are trained and qualified.
- Keep work, floor areas and fire paths free from clutter.

- Do not obstruct doorways, hallways or walkways in any manner.
- Know the location of the fire extinguishers and emergency exits in the building.
- If a life-threatening emergency occurs, dial 9-1-1. Give your name, telephone number from where you are calling, and the exact location of the emergency. Describe the nature of the emergency and what happened. Do not hang up. The operator will give you special instructions until the emergency service arrives. If you believe injury was in connection with work, complete an "Accident Report" that can be provided by the Supervisor.
- Do not work while under the influence of alcohol or drugs. If reasonable suspicion of drug or alcohol use exists and is witnessed, the employee will be immediately escorted from the work premises, and someone else, such as a family member, will be contacted to transport the employee home.
- Do not engage in horseplay. Practical jokes and horseplay can lead to accidents and are not considered appropriate on-the-job behavior.
- Use tools and equipment for their intended purposes only.

Fire Prevention

Fires and injuries associated with fires can be avoided if proper steps are taken and care is given. Fires and injuries due to fires usually occur because of poor housekeeping, inadequate protection, poor or faulty heat control sources, inadequate quantity and type of fire fighting equipment, improper storage and handling of combustibles, improperly trained employees and faulty electrical installation. All employees must take every precaution to prevent work-related fires and fire related injuries. Each employee must be aware and alert regarding the following:

- Inspect work areas and company vehicles daily for potential fire hazards.
- Know the telephone number and location of the nearest public and private fire protection services.
- Know the location and use of job site fire extinguishers. All fire extinguishers will regularly be fully charged, maintained and inspected.
- Know the location of all exits.
- Observe safe housekeeping procedures.

Anytime a fire is discovered, **the fire department must be notified immediately.** Employees should exit the building and close doors in order to slow the spread of the fire.

Fire Extinguisher Safety

The use of fire extinguishers is to be used by trained authorized personnel. Only those employees who have been properly trained by Gem Ambulance are authorized to operate a fire extinguisher. Authorized personnel who have the proper equipment and the capability without imposing a risk to themselves or others may and if appropriate, extinguish a fire.

Fires can be very dangerous and employees should always be certain that he/she will not endanger themselves or others when attempting to put out a fire. Employees should not use a Fire Extinguisher if:

- Adequate or appropriate equipment is not available. If you do not have the correct type or large enough extinguisher, it is best to not attempt to fight the fire and to call the local fire department.

- When you might inhale toxic smoke. If synthetic materials such as nylon in carpeting or foam padding in a sofa burn, they can produce hydrogen cyanide, acrolein, and ammonia in addition to carbon monoxide. These gases can be fatal in very small amounts.
- If the fire is spreading too rapidly beyond the point where it started. In this instance the local fire department should be contacted immediately and all personnel evacuated. The time to use an extinguisher is at the beginning stages of the fire.
- Your instincts tell you not to. If you are uncomfortable with the situation for any reason, just let the fire department do their job.

If a fire occurs in a vehicle, it is the responsibility of the employee to evacuate themselves and all individuals from the vehicle and assure all individuals are at least 50 feet from the fire before utilizing the Fire Extinguisher. In the event of a fire (large or small) employees must notify the fire department and a *Manager or CEO of the company immediately.*

Exposure Control Plan

To provide a safe work environment for all employees, patients and others, the company expects all employees to follow the "Exposure Control Plan" that has been developed, as well as other safety reporting and training standards to minimize or eliminate instance of exposure to blood borne pathogens and other contaminants or diseases and to otherwise prevent injury in the workplace.

Gem Ambulance has developed a training course which includes relevant safety policies as required under the "Exposure Control Plan"

Relevant exposure and safety areas addressed in the training and "Exposure Control Plan" includes, but is not limited to:

- Universal precautions
- Sharps disposal
- Personal protective equipment
- Disposal of regulated waste
- Disposal of contaminated linens
- Proper use of labels
- Exposure reporting requirements

All employees shall follow exposure requirements and reporting obligations as outlined in full in the "Exposure Control Plan". In the event of a serious injury resulting in release of blood or other bodily fluids which would contain pathogens (e.g. HIV, HBV, and HCV), the first step is to treat the injured party. Employees who come in contact with blood borne pathogens must advise the Supervisor on duty. The supervisor should be aware of the individual(s) doing the actual clean-up and to assist the employee with the proper procedures. After all activity is completed and checked by the supervisor, the supervisor should complete an accident or incident report whichever is appropriate.

Vaccinations

Gem Ambulance will make the Hepatitis B vaccination available to employees at no cost and within 10 days of initial assignment to employees at risk of blood borne pathogen exposure. Employees may choose to decline the vaccination. If an employee chooses to decline the vaccination, he or she must sign a *refusal form acknowledging the refusal to receive the vaccination.*

For those employees who wish to become vaccinated, Gem Ambulance will make the necessary appointment for the employee. Employees who fail to report to the necessary appointment for Hepatitis B vaccination will be required to either; 1) have Gem Ambulance schedule a new appointment or; 2) sign a refusal form if the employee has decided that they no longer wish to become vaccinated.

Violating safety standards or risking the safety of oneself or others will result in disciplinary action, up to and including termination.

Education and Training

Gem Ambulance will conduct on a regular basis, various training and educational sessions regarding blood borne pathogens, contraction of illness, safety and universal procedures, and other such training on a topics required or recommended by regulatory agencies.

Gem Ambulance will also provide important safety and health information on designated bulletin boards and through employee communication and other means.

Education and training is critical for the safety of all employees and patients that Gem Ambulance treats. It is critical that all employees be involved in the training related to exposure control and proper use and disposal of instruments and gear, to prevent the contamination, hazards or otherwise compromise the health and safety of employees and patients. Failure to attend mandatory training sessions can lead to disciplinary action up to and including termination of employment.

DRIVER SAFETY

The purpose of this policy is to ensure the safety of those individuals who drive company vehicles and to provide guidance on the proper use of company vehicles. Vehicle accidents are costly to our company, but more importantly, they may result in injury to you or others. It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. Gem Ambulance expects each driver to drive in a safe and courteous manner pursuant to the following safety rules and those outlined in the "*Gem Ambulance Standard Operating Guidelines*"

Driver Safety Rules

- The use of a company vehicle while under the influence of intoxicants and other drugs (which could impair driving ability) is forbidden and is sufficient cause for discipline, up to and including termination of employment.
- Drivers should complete calls while the vehicle is parked and/or use the phone in a "hands free" mode via a headset or speaker. While driving, attention to the road and safety should always take precedence.
- No driver shall operate a company vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury, prescription medication, alcohol or drugs.
- All drivers and passengers operating or riding in a company vehicle ***must*** wear seat belts, even if air bags are available.

- All crews must adhere to **the Lights and Siren's Protocol** and only use when instructed by dispatch, requested by medics, and meeting medics line of site to the hospital. The dispatcher must always be informed of any lights and sirens usage.
- No unauthorized personnel are allowed to ride in company vehicles.
- Drivers are responsible for the security of company vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.
- All State and Local driving laws must be obeyed. All facility signs must also be obeyed, including One-Way traffic sign in parking lots. Any fines due to traffic violations will be the responsibility of the operator.
- Caution must be taken when driving under facility awnings or covered driveways due to height requirements.

Driver Guidelines and Reporting Requirements

1. All field personnel are responsible for reading and adhering to the "Gem Ambulance Standard Operating Guidelines" and the contents described therein.
2. All field personnel are responsible for providing safe, medical transportation for all patients. Patients should be treated with kindness and respect at all times. Employees are expected to follow the "Patient Bill of Rights".
3. All field personnel are responsible for following the Gem Ambulance procedures to safeguard patients, personnel and property.
4. All field personnel are responsible for adhering to the FCC rules and guidelines of Gem Ambulance concerning Nextel Communications.
5. Company vehicles are to be driven by authorized employees only, except in the case of repair testing by a mechanic. All field personnel are responsible for daily vehicle inspection and cleaning in order to keep the vehicle up to State regulation and company standards as well as all equipment inspection.
6. All field personnel are responsible for performing a Rig check and recording the replenishment of fluids and/or stock and place in designated receptacle at the end of the shift.
7. All field personnel shall allow authorized OEMS/BEMS staff to conduct inspections to ensure compliance with all regulations.
8. All field personnel are responsible for carrying proper identification, current certification and current and valid licensure at all times during working hours,
9. All field personnel are responsible for completing all required paperwork in line with the course of their job duties.
10. Any employee who has a driver's license revoked or suspended shall immediately notify the Operations Manager and *immediately discontinue operation of the company vehicle*. Failure to do so may result in disciplinary action up to and including termination of employment.
11. All Field personnel shall utilize a "spotter" outside the vehicle who will be in a position to be able to best observe the immediate area that surrounds the vehicle.
12. All accidents incurred by "Field Personnel" in company vehicles, regardless of severity, must be reported to the Dispatcher. Accidents are to be reported immediately (from the scene, during the same day, or as soon as practicable if immediate or same day reporting is not possible). All accidents incurred by Office personnel in personal vehicles must follow the same accident procedures. All employees are responsible for completing an incident/accident/complaint form as soon as possible.

13. Ambulances are not permitted to park in any parking areas marked for handicapped individuals. Most facilities have designated ambulance parking or loading areas.
14. Dispatchers are responsible for notifying all appropriate personnel when notified of an accident or incident involving a company or personal vehicle during the course of business.
15. Failing to stop after an accident and/or failure to report an accident/incident may result in disciplinary action, up to and including termination of employment.
16. Drivers are responsible for any ticket violations and must report all ticket violations received during the operation of a company vehicle, or while driving a personal vehicle on company business immediately to the Dispatcher. Employees are responsible for completing an incident/accident/complaint report for all ticket violations incurred in the line of business as well.
- 17.
18. Motor Vehicle Records will be obtained on all drivers prior to employment and no less than every 3 months. A driving record that fails to meet the criteria stated in this policy, or is considered to be in violation of the intent of this policy will result in a loss of the privilege of driving a company vehicle.

Driver Criteria & Administration

Employees must have a valid and current Driver's license to operate a company vehicle, or a personal vehicle with current auto insurance while on company business. Non CDL Drivers must be between 21-65 years old. CDL Driver must be between 23-65 years old.

Employees are required to notify the Company of any changes to their driver license, background, address or phone number. Failure to notify the Company regarding a change in driver's license status will subject the employee to disciplinary action up to and including termination of employment.

Employees are expected to drive in a safe and responsible manner and to maintain a good driving record. The Company is responsible for reviewing records, including accidents, moving violations, etc., to determine at its discretion if an employee's driving record indicates a pattern of unsafe or irresponsible driving which may result in suspension or revocation of driving privileges or other appropriate action.

Criteria that may indicate an unacceptable record includes, but is not limited to:

- More than 3 moving violations and/or accidents in the most recent 3 years
- More than 2 moving violations and/or accidents in the most recent year
- Drivers with major conviction, which includes but is not limited to:
 - Driving while intoxicated or under the influence (DWI/DUI)
 - Leaving the scene of an accident
 - Careless or reckless driving
 - Homicide or assault through use of motor vehicles
 - Drivers who currently have a suspended or revoked license
 - Attempting to elude a police officer
- Excessive number of chargeable accidents within a year. Chargeable means that the driver is determined to be the primary cause of the accident through speeding, inattention, etc. Contributing factors, such as weather or mechanical problems, will be taken into consideration.
- Any combination of accidents and/or moving violations.

Accident Procedures

1. In an attempt to minimize the results of an accident, the driver must prevent further damages or injuries and obtain all pertinent information and report it accurately.
2. Call for medical assistance if necessary.
3. Call the police. All accidents, regardless of severity, must be reported to the police. If the driver cannot get to a phone, he should write a note giving location to a reliable appearing motorist and ask him to notify the police.
4. Record names and addresses of driver, witnesses, and occupants of the other vehicles and any medical personnel who may arrive at the scene.
5. Do not discuss the accident with anyone at the scene except the police.
6. Provide the other party with your name, address, driver's license number, and insurance information.
7. Immediately report the accident to your Dispatcher. Provide a copy of the accident report and/or your written description of the accident to the Corporate office ASAP.
8. A review of the accident will be conducted to determine cause and how the accident could have been prevented.

General Rules For Use of Company Vehicles

1. Company vehicles and their contents including but not limited to medical or "EMS" supplies may not be used for personal use or gain.
2. The employee to whom the company vehicle is assigned shall be fully responsible for the general maintenance and proper care of the vehicle.
3. The vehicle color, factory options and equipment are standardized and shall not be altered, except as authorized by the company.
4. It is the responsibility of the assigned driver to inform their Supervisor of any vehicle maintenance needs or safety problems.
5. Employees are responsible for notifying their supervisor of low fluid levels and tire air pressure.
6. Gem Vehicles cannot remain idle at any establishment other than a hospital or medical facility. Any fines incurred as a result of remaining idle will be the sole responsibility of the employee.
7. An updated copy of the employee's driver's license must be kept on file at all times.
8. Copies of the Vehicle Registration, a Copy of the Insurance Card must be kept in the vehicle at all times.



GEM AMBULANCE

August 26, 2011

Pennsylvania Public Utility Commission
PO Box 3265
Harrisburg, PA 17120

To whom it may concern:

There has been no material change in Gem Ambulance's financial position since last submittal of financial statements in November 2010.

If you have any questions, please feel free to contact me at 732.575.1700, extension 205.

Regards,

Leonora Reid
Gem Ambulance

ALYSON J WOLL
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 14, 2016
I.D.# 2405848

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