

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, and
STATE OF NEW YORK, *ex rel.*
AMANDA HODGE and JENNIFER MINSELL,

Plaintiffs,

-against-

CENTER FOR DISABILITY SERVICES HOLDING
CORPORATION d/b/a ST. MARGARET'S CENTER,
CENTER FOR DISABILITY SERVICES, INC.,
and GREGORY SORRENTINO,

----- Defendants -----

**STIPULATION
OF SETTLEMENT**

Civil Action No. 1:22-CV-0004

(LAWRENCE E. KAHN, J.)
(DANIEL J. STEWART, M.J.)

FILED UNDER SEAL

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into among the State of New York (the “State”), by the Office of the Attorney General, through the Medicaid Fraud Control Unit (“MFCU”), Center for Disability Services Holding Corporation d/b/a St. Margaret’s Center (“St. Margaret’s Center”), and Amanda Hodge and Jennifer Minshell (“Relators”). The State, St. Margaret’s Center, and Relators shall be collectively referred to herein as the “Parties.”

WHEREAS, St. Margaret’s Center is a not-for-profit corporation organized under the laws of the State of New York with its principal place of business at 27 Hackett Blvd., Albany, NY 12208;

WHEREAS, St. Margaret’s Center is enrolled as a provider of medical services in the New York State Medical Assistance Program (the “Medicaid Program” or “Medicaid”) under Provider ID 00312441 and NPI No. 1972663508;

WHEREAS, St. Margaret's Center provides skilled nursing and rehabilitation services to chronically ill and disabled children and other residents insured by the Medicaid Program. 42 U.S.C. §§ 1396-1396w-5;

WHEREAS, during all times relevant to this Agreement, St. Margaret's Center, executed annual Certification Statements For Provider Billing Medicaid through the State's Medicaid Fiscal Agent ("Certification Statements"), pursuant to 18 NYCRR §§ 504.1 (b)(1), 504.9, certifying that all claims that St. Margaret's Center submitted for reimbursement to Medicaid were made in full compliance with applicable federal and state laws and regulations and pertinent provisions of the eMedNY Provider Manual and all revisions thereto, and that St. Margaret's Center understood and agreed that it would be subject to and bound by all rules, regulations, policies, standards, fee codes, and procedures of the New York State Department of Health ("NYSDOH") and the Office of the Medicaid Inspector General as set forth in statute or title 18 of the Official Compilation of Codes, Rules and Regulations of New York State and other publications of NYSDOH, including eMedNY Provider Manuals and other official bulletins of NYSDOH;

WHEREAS, as a Skilled Nursing Facility ("SNF"), St. Margaret's Center is subject to the Federal Nursing Home Reform Act ("FNHRA"), 42 U.S.C. § 1395i-3 and § 1396r, and its implementing regulations at 42 C.F.R. § 483. The FNHRA requires a SNF to "care for its residents in such a manner and in such an environment as will promote maintenance or enhancement of the quality of life of each resident." 42 U.S.C. § 1395i3(b)(1)(A). New York State laws and regulations impose similar obligations. *See generally*, N.Y. Public Health Law § 2803-c; 10 NYCRR § 415.3;

WHEREAS, each state is responsible for inspecting SNFs' compliance with the FNHRA. 42 U.S.C. § 1395i-3(g)(1)(A). States evaluate compliance by conducting on-site surveys. 42 C.F.R. § 483.1(b). If the surveys reveal noncompliance with the FNHRA or other requirements, then the state or the Centers for Medicare & Medicaid Services ("CMS") can seek administrative remedies, to include denying payment and assessing civil monetary penalties. 42 U.S.C. § 1395i-3(g)(2); 42 C.F.R. § 488.402, § 488.406. When a survey reveals that residents' health or safety is in "immediate jeopardy," Medicare and Medicaid payments can be suspended. 42 U.S.C. § 1395i-3(h)(2). In New York, NYSDOH is responsible for conducting these surveys;

WHEREAS, federal law requires SNFs to have a "compliance and ethics program that is effective in preventing and detecting criminal, civil, and administrative violations ... and in promoting quality of care" consistent with the implementing regulations. 42 U.S.C. § 1320a-7j(b)(1). *See also* 42 C.F.R. § 483.85 (effective November 28, 2019);

WHEREAS, changes to New York law require SNFs to designate a compliance committee, and a compliance officer, who reports directly to the Chief Executive Officer or other senior management and has effective lines of communication with the governing body (*i.e.*, the St. Margaret's Center Board of Directors). NY Social Services Law § 363-d (effective April 1, 2020); 18 NYCRR § 521.3 (effective until December 28, 2022); 18 NYCRR § 521-1.4 (effective after December 28, 2022; enforcement commenced March 28, 2023). The compliance program applies to various risk areas including "quality of care." The law further requires SNFs to annually certify their compliance programs as effective;

WHEREAS, on January 6, 2022, Relators filed a *qui tam* action in the United States District Court for the Northern District of New York, captioned *United States of America and State*

of New York, ex rel. Amanda Hodge and Jennifer Minshell v. Center for Disability Services Holding Corporation d/b/a St. Margaret's Center, et al., No. 1-22-cv-0004 (the "Civil Action"), pursuant to the *qui tam* provisions of the federal False Claims Act, 31 U.S.C. § 3730(b), and the New York State False Claims Act, State Finance Law § 187, *et seq.* ("State False Claims Act");

WHEREAS, MFCU and the United States investigated the allegations in the Civil Action and found that St. Margaret's Center engaged in the following conduct described below (the "Covered Conduct"):

From January 1, 2018 through December 31, 2023, St. Margaret's Center knowingly presented false claims for payment, or knowingly caused false claims for payment to be presented to the Medicaid Program, because such claims were presented when:

- A. The care that St. Margaret's Center provided to its residents failed to consistently meet federal and state standards. For example, the NYSDOH conducted on-site surveys at St. Margaret's Center and determined that St. Margaret's Center did not consistently: ensure that residents were free of any significant medication errors (6/27/2023 survey); provide appropriate respiratory care (3/21/2022 survey) and tracheostomy care and suctioning (6/28/2022 and 6/27/2023 surveys); provide sufficient nursing staffing (3/21/2022 survey); and maintain resident records in accordance with professional standards of practice (6/28/2022). During one such survey in March 2022, NYSDOH determined that St. Margaret's Center failed to adequately supervise three residents, which NYSDOH found immediately jeopardized the health or safety of St. Margaret's Center's residents. Based on

NYSDOH's finding, NYSDOH placed St. Margaret's Center into "immediate jeopardy" status from March 21, 2022, until April 28, 2022;

B. Based in part on NYSDOH's 2022 findings, CMS temporarily placed St. Margaret's Center into the CMS's Special Focus Facility program. CMS recognizes that most nursing homes have some deficiencies, but it created the Special Focus program to identify the "minority" of nursing homes that have a history of serious quality issues—that is "more problems than other nursing homes"; "more serious problems than most other nursing homes (including harm or injury experienced by residents)"; and "a pattern of serious problems that have persisted over a long period of time"; and

C. As a condition of receiving Medicaid funding, a St. Margaret's Center official annually certified that St. Margaret's Center had adopted and implemented an effective compliance program. St. Margaret's Center's compliance program failed to meet one or more statutory and/or regulatory requirements. For example, when St. Margaret's Center's designated compliance officer was questioned under oath by the United States about duties pertaining to St. Margaret's Center, the compliance officer: had "no idea" how to identify potential compliance risks associated with caring for medically fragile infants and children; was unaware that St. Margaret's Center had been placed in "immediate jeopardy" status by NYSDOH in 2022; acknowledged that a document entitled "Compliance Plan for FY 2021" did not include quality of care issues; acknowledged that St. Margaret's Center did not establish a compliance committee that included quality of care as a

risk area in its compliance program until March 2023; and acknowledged that the compliance officer's position was not reflected as reporting directly to the chief executive officer or other senior management of St. Margaret's Center in an organization chart dated December 3, 2021;

WHEREAS, as a result of the Covered Conduct, St. Margaret's Center caused the State to suffer damages of at least the amount to be repaid under this Agreement;

WHEREAS, the State has civil claims against St. Margaret's Center as a result of the Covered Conduct, including under the State False Claims Act, N.Y. Executive Law § 63(12), N.Y. Executive Law § 63-c, N.Y. Social Services Law § 145-b, and the common law;

WHEREAS, St. Margaret's Center wishes to resolve its civil liability for the Covered Conduct;

WHEREAS, Relators claim entitlement under N.Y. State Finance Law § 190(6) to a share of the proceeds of this Agreement, and to Relators' reasonable expenses, attorneys' fees, and costs; and

WHEREAS, St. Margaret's Center is contemporaneously herewith entering into an agreement with the United States (the "United States Agreement") to resolve the United States' claims arising from the Covered Conduct and has agreed to pay a total of Five Hundred Ninety Two Thousand and Eight Hundred Dollars (\$592,800.00) to the United States pursuant to the United States Agreement, which constitutes the federal portion of the total Medicaid damages amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00) ("Total Medicaid Settlement Amount").

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, **IT IS HEREBY AGREED** that:

TERMS AND CONDITIONS

1. St. Margaret's Center admits, acknowledges, and accepts responsibility for the Covered Conduct.
2. St. Margaret's Center shall pay to the State Seven Hundred and Seven Thousand and Two Hundred Dollars (\$707,200.00) (the "Settlement Amount"), pursuant to the terms set forth herein. Three Hundred Fifty Three Thousand and Six Hundred Dollars (\$353,600.00) of the Settlement Amount constitutes restitution. The Settlement Amount represents the state portion of the Total Medicaid Settlement Amount.
3. St. Margaret's Center shall pay the Settlement Amount to the State within fourteen (14) calendar days of the Effective Date (as defined in Paragraph 31 herein). Pursuant to the State's obligations under N.Y. Finance Law § 190(6)(a) and the terms of this Agreement, as soon as practicable after the State's receipt of St. Margaret's Center's payment of the Settlement Amount, the State shall pay Relators nineteen percent (19%) of said payment ("Relators' Share"). Relators' Share is One Hundred Thirty Four Thousand Three Hundred Sixty Eight Dollars (\$134,368.00). The undersigned Relators' counsel shall provide the State with written instructions to facilitate such a payment. The State's obligation to pay the Relators' Share is conditioned upon the State's receipt of payment from St. Margaret's Center, and in no event will the Relators' Share exceed 19 percent (19%) of the Settlement Amount.

4. The Settlement Amount does not include Relators' reasonable expenses, attorneys' fees, and costs pursuant to New York State Finance Law § 190(6), which shall be paid separately by St. Margaret's Center to Relators.

5. Conditioned upon full payment of the Settlement Amount by St. Margaret's Center, the State releases St. Margaret's Center, its successors, assigns, present and former parents, subsidiaries, and affiliates from any civil monetary claim against St. Margaret's Center for the Covered Conduct under the State False Claims Act, N.Y. Executive Law § 63(12), N.Y. Executive Law § 63-c, N.Y. Social Services Law § 145-b, and the common law theories of disgorgement, payment by mistake, money had and received, unjust enrichment, breach of contract, and fraud.

6. Notwithstanding the releases given in Paragraph 5 above, or any other term of this Agreement, the State specifically does not release:

- a. Any liability arising under state tax law;
- b. Any criminal liability;
- c. Any administrative liability, including mandatory or permissive exclusion from the State's Medicaid Program;
- d. Any liability that St. Margaret's Center has or may have to the State or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the releases in Paragraph 5 above, including but not limited to any and all claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;
- e. Any liability to the State (or its agencies) for any conduct other than the Covered Conduct;

- f. Any liability for personal injury, patient abuse, or neglect, arising from the Covered Conduct brought by a third party;
- g. Any liability of individuals for the Covered Conduct;
- h. Any liability that may be asserted by or on behalf of any payor or insurer paid by the State's Medicaid Program on a capitated basis, other than liability of St. Margaret's Center to the State for the Covered Conduct; and
- i. Any liability based upon obligations created by this Agreement.

7. In consideration of the obligations of St. Margaret's Center in this Agreement, and conditioned upon full payment by St. Margaret's Center of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns release St. Margaret's Center and Center for Disability Services, Inc., their successors, assigns, present and former parents, subsidiaries, agents, employees, and affiliates from any claims and all manner of claims, proceedings, liens, and causes of action of any kind or description, whether known or unknown, that Relators have asserted or could have asserted against St. Margaret's Center and/or Center for Disability Services, Inc. related to or arising from the Covered Conduct or the allegations in the Civil Action.

8. St. Margaret's Center, for itself and for its successors, assigns, present and former parents, subsidiaries, agents, employees, and affiliates (including but not limited to Center for Disability Services, Inc.), fully and finally releases Relators, their heirs, successors, attorneys, agents, and assigns from any claims and all manner of claims, proceedings, liens, and causes of action of any kind or description, whether known or unknown (including attorney's fees, costs, and expenses of every kind and however denominated) that St. Margaret's Center and/or Center

for Disability Services, Inc. have asserted, could have asserted, or may assert in the future against Relators related to or arising from the Covered Conduct, the allegations set forth in the Civil Action, and Relators' investigation and prosecution thereof.

9. In consideration of the obligations of the State set forth in this Agreement, St. Margaret's Center, for itself and for its successors, assigns, present and former parents, subsidiaries, and affiliates, waives, discharges, and fully releases the State, its agencies, officers, political subdivisions, employees, servants, and agents, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that St. Margaret's Center asserted, could have asserted, or may assert in the future, against the State, its agencies, officers, political subdivisions, employees, servants, and agents, relating to the Covered Conduct, the allegations set forth in the Civil Action, and the State's investigation and prosecution thereof.

10. Conditioned upon Relators' receipt of the payment described in Paragraph 3, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns hereby waive, discharge, and fully release the State, its agencies, officers, political subdivisions, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Relators have asserted, could have asserted, or may assert in the future against the State, its agencies, officers, political subdivisions, employees, servants, and agents, arising from the Covered Conduct, the allegations in the Civil Action, including the investigation and prosecution thereof, and from any claim to a share of the proceeds of the Settlement Amount except as provided in Paragraph 3.

11. Relators, on behalf of themselves and their heirs, successors, attorneys, agents, and assigns, shall not object to this Agreement and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances pursuant to New York State Finance Law § 190(5)(b)(ii).

12. St. Margaret's Center waives the right to raise, based on this Agreement, the Double Jeopardy Clause in the Fifth Amendment and/or the Excessive Fines Clause in the Eighth Amendment to the United States Constitution in any future criminal prosecution or administrative action for the Covered Conduct, and shall not assert that this Agreement bars any remedy sought in any such criminal prosecution or administrative action.

13. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by the State Medicaid Program, or any other state payor, for the Covered Conduct, and St. Margaret's Center agrees not to resubmit to the State Medicaid Program, or any other state payor, any previously denied claims, which denials were based upon the Covered Conduct, and agree not to appeal or cause the appeal of any such denials of claims.

14. St. Margaret's Center shall not seek payment for any claims for reimbursement to the State Medicaid Program covered by this Agreement from any healthcare beneficiaries or their parents, sponsors, or legally responsible individuals.

15. St. Margaret's Center agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on

behalf of St. Margaret's Center or any of its present or former officers, directors, trustees, employees, shareholders, and agents in connection with:

- i. the matters covered by this Agreement;
- ii. the State's audit and any civil and/or criminal investigation of the matters covered by this Agreement;
- iii. the investigation, defense, and corrective actions undertaken by St. Margaret's Center in response to the State's audit and any civil and/or criminal investigation in connection with the matters covered by this Agreement (including attorneys' fees);
- iv. the negotiation and performance of this Agreement; and
- v. the payments that St. Margaret's Center makes relating to this Agreement, including costs and attorneys' fees,

are unallowable costs for government contracting purposes and under the Medicaid Program ("Unallowable Costs").

- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in non-reimbursable cost centers by St. Margaret's Center, and St. Margaret's Center shall not charge such Unallowable Costs directly or indirectly to any contracts with the Medicaid Program or seek payment for such Unallowable Costs through any Consolidated Fiscal Report, cost report, cost statement, information statement, or payment request submitted by St. Margaret's Center to the Medicaid Program.

c. Treatment of Unallowable Costs Previously Submitted for Payment: St. Margaret's Center further agrees that, within ninety (90) days of the Effective Date of this Agreement, it shall identify to applicable Medicaid fiscal agents any Unallowable Costs that were included in payments previously sought from the Medicaid Program, including but not limited to payments sought in any cost reports, cost submissions, information reports, or payment requests already submitted by St. Margaret's Center and shall request and agree that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. St. Margaret's Center agrees that the State, at a minimum, shall be entitled to recoup from St. Margaret's Center any overpayment, plus applicable interest and penalties, as a result of the inclusion of such Unallowable Costs on previously submitted cost reports, cost statements, information reports, appeals, or requests for payment. Any payments due after the adjustments have been made shall be paid to the State. The State reserves its right to disagree with any calculations submitted by St. Margaret's Center on the effect of inclusion of Unallowable Costs on St. Margaret's Center's Consolidated Fiscal Reports, cost reports, cost statements, or information reports, appeals, or other payment requests.

d. Nothing in this Agreement shall constitute a waiver of the rights of the State to audit, examine, or re-examine the books and records of St. Margaret's Center

to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

16. Upon the State's receipt of the full Settlement Amount described in Paragraph 2 above, the Parties shall promptly sign a Joint Stipulation of Dismissal of Civil Action pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure. The Joint Stipulation of Dismissal of Civil Action may be filed in the Civil Action under seal or held by the United States to be filed at the time the case is unsealed. The dismissal shall be with prejudice as to Relators. With respect to the State of New York's claims against St. Margaret's Center, the dismissal shall be with prejudice as to all claims delineated in Paragraph 5 of this Agreement related to the Covered Conduct and without prejudice as to any other allegations contained in the Civil Action. With respect to the State of New York's claims against all other parties named in the Civil Action, the dismissal shall be with prejudice as to all allegations contained in the Civil Action.

17. St. Margaret's Center will not assert any claim for any tax rebate or refund, or other government payment from the State, until the Settlement Amount is satisfied. In the State's sole discretion, the State may recoup or offset any such payment, without further notice to St. Margaret's Center, for credit towards the Settlement Amount.

18. No provision of this Agreement constitutes an agreement by the State concerning the characterization of the Settlement Amount for purposes of New York Tax Law. St. Margaret's Center shall not deduct or discharge the Settlement Amount as part of its New York State tax obligations.

19. St. Margaret's Center will not submit any insurance claims for the Covered Conduct.

20. St. Margaret's Center agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this Paragraph affects St. Margaret's Center's (a) testimonial obligations, if any, or (b) right to take any good faith legal or factual positions in defense of litigation or other proceedings to which the State is not a party.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to choice of law or conflict of laws principles. The Parties consent to the jurisdiction of the United States District Court for the Northern District of New York in any action brought by the State to enforce or interpret this Agreement. The Parties further agree that this Court has subject matter jurisdiction over the Civil Action and consent to this Court's exercise of personal jurisdiction over each of them.

22. Any failure by the State to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the State, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

23. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

24. This Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.

25. The Parties each acknowledge and represent that they have entered into this Agreement freely, voluntarily, and upon due deliberation, with the advice of counsel and without any degree of coercion, duress, or compulsion whatsoever.

26. This Agreement shall be binding on all successors, transferees, heirs, and assigns of St. Margaret's Center and Relators.

27. Except as otherwise stated in this Agreement, this Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any liability against any other person or entity.

28. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, with the exception of Relators' reasonable expenses, attorneys' fees, and costs, as provided in Paragraph 4 above.

29. All payments by St. Margaret's Center to the State pursuant to this Agreement shall be made by wire transfer in accordance with the written wire instructions to be provided by the State.

30. All notices pursuant to this Agreement shall be in writing and shall, unless expressly provided otherwise herein, be given by e-mail, followed by hand delivery, overnight delivery by any nationally recognized overnight courier service, or first-class U.S. mail, addressed as follows:

TO THE STATE:

Chief, Civil Enforcement Division
Medicaid Fraud Control Unit
New York State Office of the Attorney General
28 Liberty Street, 13th Floor
New York, NY 10005
Telephone: (212) 417-5300
MFCUNotices@ag.ny.gov

TO ST. MARGARET'S CENTER:

John Queenan, Esq.
Rivkin Radler LLP
66 So. Pearl Street, Fl. 11
Albany, New York 12207

John.Queenan@rivkin.com

TO RELATORS:

Jeffrey Newman, Esq.
One Story Terrace
Marblehead, MA 01945
Jeff@jeffnewmanlaw.com

31. The effective date of this Agreement shall be the date of the signature of the last signatory to this Agreement (“Effective Date”).

32. This Agreement constitutes the complete agreement between the Parties with respect to St. Margaret’s Center’s and civil liability under the provisions released in Paragraph 5, above, relating to the Covered Conduct, and it may not be changed in any respect, except by a writing duly executed by the Parties or their authorized representatives.

33. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

34. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

WHEREFORE, the Parties have read the foregoing Agreement and accept and agree to the provisions contained herein and hereby have caused this Agreement to be signed as of the date adjacent to their signatures.

THE STATE OF NEW YORK

LETITIA JAMES
Attorney General of the State of New York

BY: Emily Auletta Dated: December 10, 2025
Emily Auletta
Special Assistant Attorney General
Medicaid Fraud Control Unit
The Capitol
Albany, New York 12224

CENTER FOR DISABILITY SERVICES HOLDING CORPORATION d/b/a ST.
MARGARET'S CENTER

BY: Gregory Sorrentino Dated: 12/5/25
Gregory Sorrentino, President and Chief Executive Officer of Center for Disability Services
Holding Corporation d/b/a St. Margaret's Center

On the 5th day of Dec., in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory Sorrentino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as President and Chief Executive Officer of Center for Disability Services Holding Corporation d/b/a St. Margaret's Center, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

LINDA L DUROCHER
Notary Public, State of New York
Registration No. 01DU6381241
Qualified In Albany County
Commission Expires 11/05/26

Linda L. Durocher
NOTARY PUBLIC

Approved as to Form:

BY: John F. Queenan Dated: 12/8/2025
John F. Queenan, Esq.
Rivkin Radler, LLP
Attorneys for St. Margaret's Center

RELATORS

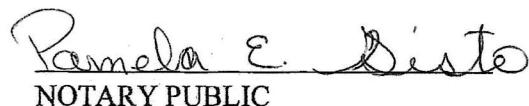
BY: 
Amanda Hodge

Dated: 12/10/2025

State of Massachusetts
ss:
County of Berkshire

On the 10 day of Dec, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Amanda Hodge, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same, and that by her signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

Pamela E. Sisto
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
May 29, 2031


NOTARY PUBLIC

BY:

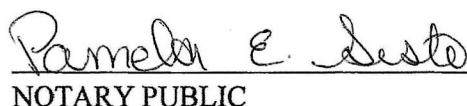
Jennifer Minshell

Dated: _____

State of Massachusetts
ss:
County of Berkshire

On the 10 day of Dec, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Amanda Hodge, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same, and that by her signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

Pamela E. Sisto
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
May 29, 2031


NOTARY PUBLIC

RELATORS

BY: Amanda Hodge Dated: _____

On the ____ day of ____ , in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same, and that by her signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

BY: Jennifer Mishell Dated: 2/10/25

State of New York
County of Rensselaer

On the 10 day of Dec., in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Jennifer Minshell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same, and that by her signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

Lucy Williams
Notary Public, State of New York
NO. 01WI0019200
Qualified in Rensselaer County
Commission expires Dec 29, 2027

Swilley
NOTARY PUBLIC

Approved as to Form:

BY: Jeffrey A. Newman Dated: 12/10/2015
Jeffrey A. Newman, Esq.
Rea Kasemi, Esq.
Attorneys for Amanda Hodge and Jennifer Minshell