

**Fill in this information to identify the case:**

Debtor 1 Amory Regional Medical Center, Inc. (DBA Gilmore Memorial Hospital)

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05675

**Official Form 410****Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>HHS Environmental Services LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>Hospital Housekeeping Systems, LLC and HHS, LLC</u>	
2. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>Jason L. Boland - Norton Rose Fulbright</u> Name <u>1301 McKinney St., Suite 5100</u> Number Street <u>Houston TX 77010</u> City State ZIP Code  Contact phone <u>713-651-3769</u> Contact email <u>jason.boland@nortonrosefulbright.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  <u>Hospital Housekeeping Systems, LLC</u> Name <u>216 E. 4th Street</u> Number Street <u>Austin TX 78701</u> City State ZIP Code  Contact phone <u>512-478-1888</u> Contact email <u>jefft@hhs1.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 255,362.40 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
  
Services provided; see attached Exhibits A-E.

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

### Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

12/14/18  
MM / DD / YYYY

Signature



Print the name of the person who is completing and signing this claim:

Name	Jeff Totten		
	First name	Middle name	Last name
Title	President, Risk & Compliance		
Company	Hospital Housekeeping Systems, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	216 E. 4th Street		
	Number	Street	
	Austin	TX	78701
	City	State	ZIP Code
Contact phone	512-478-1888	Email	jefft@hhs1.com



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

In re:	)	
	)	Chapter 11
	)	
CURAE HEALTH, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 18-05665
	)	Judge Walker
1721 Midpark Road, Suite B200	)	
Knoxville, TN 37921	)	(Jointly Administered)
	)	
Debtors.	)	
	)	

**EXHIBIT A TO PROOF OF CLAIM OF HHS ENVIRONMENTAL SERVICES, LLC**

1. This Exhibit A supplements the information stated in the accompanying Proof of Claim (the “Claim”) filed by HHS Environmental Services, LLC (together with its affiliated entities, “HHS”) and is incorporated as part of the Claim for all purposes.

**BASIS FOR CLAIM**

2. On or around November 1, 2017, Amory Regional Medical Center, Inc. d/b/a Gilmore Memorial Hospital (“Gilmore” or “Debtor”) and HHS entered into that certain Housekeeping Management and Services Agreement (the “Agreement”). A true and correct copy of the Agreement is attached hereto as **Exhibit B** and is incorporated herein by reference for all purposes.

3. By letter of January 26, 2018, HHS gave notice of material breach of the Agreement (the “Notice of Breach”), with the necessary steps for Gilmore to cure the breach set forth therein. The material breach by Gilmore was the failure to pay HHS for services rendered pursuant to the Agreement in the total amount of \$292,152.09. A true and correct copy of the

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).



Notice of Breach is attached hereto as **Exhibit C** and is incorporated herein by reference for all purposes.

4. Gilmore failed to cure the material breach within ten days of the Notice of Breach. By letter of February 9, 2018, HHS notified Gilmore that it was exercising its right to terminate the Agreement pursuant to the terms thereof. A true and correct copy of this letter is attached hereto as **Exhibit D** and is incorporated herein by reference for all purposes.

5. Thereafter, on May 11, 2018, HHS filed a complaint (the “Complaint”) against Gilmore for breach of the Agreement, styled *HHS Environmental Services, LLC v. Amory Regional Medical Center, Inc. d/b/a Gilmore Memorial Hospital*, Case No. 18-CV-86, pending in the United States District Court for the Northern District of Mississippi (the “Mississippi District Court”). A true and correct copy of the Complaint is attached hereto as **Exhibit E** and is incorporated herein by reference for all purposes.

6. Before any action was taken in the Mississippi District Court, Gilmore filed its chapter 11 petition.<sup>2</sup>

7. The total pre-petition past due amount owed by Gilmore to HHS is no less than \$255,362.40, plus applicable interest pursuant to the Agreement, as shown in the chart below:

Transaction Type	Date	Document Number	Due Date	Open Balance
Invoice	9/1/2017	EVS87407INV	10/15/2017	\$54,400.11
Invoice	10/1/2017	EVS88094INV	11/15/2017	\$54,400.11
Invoice	11/1/2017	EVS88883INV	12/15/2017	\$61,117.29
Invoice	12/1/2017	EVS89516INV	1/15/2018	\$61,117.29
Invoice	2/8/2018	EVS91369INV	2/15/2018	\$24,327.60
<b>TOTAL</b>				<b>\$255,362.40</b>

8. HHS reserves, without limitation, all setoff, recoupment, netting and similar rights under any applicable contract, statute, common law or equitable principle. HHS reserves,

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<sup>2</sup> On October 3, 2018, the Mississippi District Court entered an order dismissing the Complaint without prejudice due to Gilmore’s bankruptcy filing.

without limitation, the right to amend or supplement this Claim to add such information in the future.

9. HHS and the Debtor may also be parties to other contracts and/or agreements not specifically described herein. HHS hereby expressly reserves its rights to assert any and all claims under such contracts or agreements.

10. HHS may also have additional pre- and post-petition claims that are unliquidated as of the date hereof.

### **RESERVATION OF RIGHTS**

11. HHS reserves, without limitation and to the fullest extent allowed by applicable law, the right to amend, modify, renew, extend, restate and/or supplement, for any reason, this Claim. HHS also reserves, without limitation and to the fullest extent allowed by applicable law, the right to file all other Proofs of Claim.

12. This Claim is also being submitted without prejudice to the rights of HHS to assert that any portion of its claim constitutes an administrative expense claim.

13. HHS reserves the right in the future to assert any and all claims that it might have against the Debtor, including, without limitation, imposition of constructive trust, equitable liens, security interests, subrogation, marshaling, or other legal or equitable remedies to which it may be entitled.

14. Furthermore, the filing of this Claim is not and shall not be deemed or construed as:

- a. A waiver of HHS's rights to: (i) file or otherwise assert a claim for rejection damages under Section 502 of the Bankruptcy Code; (ii) file or otherwise assert an administrative claim under Section 503 of the Bankruptcy Code; or (iii) file or otherwise assert a claim under Section 365(b) of the Bankruptcy Code;

- b. A waiver or release of HHS's rights against any person, entity, or property, or a waiver of the right to compel the Debtor to return property of HHS currently in the possession of the Debtor;
- c. A consent by HHS to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving HHS;
- d. A waiver or release of HHS's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution;
- e. A consent by HHS to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157 or otherwise;
- f. A waiver or release of HHS's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge;
- g. A waiver of HHS's rights to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding that may be commenced in these cases against or otherwise involving HHS; or
- h. An election of remedies.



## HOUSEKEEPING MANAGEMENT AND SERVICES AGREEMENT

THIS AGREEMENT is made this 1<sup>st</sup> day of November, 2017 (the "Effective Date"), by and between - **Gilmore Memorial Hospital** (Hospital) and its assigns and **HHS Environmental Services, LLC** (HHS) and its assigns, and shall be governed in accordance with the laws of the state of Mississippi. Hospital and HHS agree as follows:

### I. TERM

This Agreement shall run for an initial term ("Initial Term") of three (3) years from effective date and thereafter will be automatically renewed for individual terms of one (1) year each ("Renewal Term").

### II. MANAGEMENT PERSONNEL

- A. HHS management personnel, consisting of one (1) department director, will oversee the management of the Housekeeping Department. An HHS Area Vice President will ensure that management personnel fulfill the obligations of this Agreement and will visit the Hospital at a frequency necessary to achieve and maintain the desired results.
- B. HHS will pay all wages, payroll taxes, insurance and benefits for all HHS department management personnel.
- C. During the term of this Agreement, and for two (2) years thereafter, Hospital agrees not to employ, directly or indirectly, management personnel employed by HHS at any time during the HHS / Hospital agreement. Management personnel employed by the Hospital prior to the initial Agreement with HHS shall be exempt from this section of the agreement.
- D. HHS management personnel are expected to adhere to Hospital and HHS policies, procedures and documented codes of conduct. HHS will remove management personnel at the request of the Hospital provided such removal and replacement is for cause.

### III. LABOR FORCE

- A. The housekeeping hourly labor force (team member) will be employed by HHS. HHS will retain all team member department records and pay all wages, payroll taxes, insurance and benefits. HHS agrees to comply with the Affordable Care Act by offering its team members access to health benefits.
- B. HHS team members are expected to adhere to Hospital and HHS policies, procedures and documented codes of conduct. HHS will remove a team member at the request of the Hospital provided such removal and replacement is for cause.



- C. The housekeeping team members will wear the appropriate uniform and security identification, as determined by the Hospital, at all times.
- D. HHS agrees to assume financial responsibility for any and all expenses (initial assessment and ongoing treatment) incurred as the result of needle stick incidents and/or incidents caused by exposure to potentially bio-hazardous material, sharps and/or communicable diseases, as may be encountered in the Hospital, to HHS management personnel and team members while working on site, except in the case of negligence on the part of Hospital employees or representatives.
- E. HHS will administer a comprehensive pre, post and annual employment physical, screening, testing and preventative treatment process, adhering to the specifications and requirements described in the HHS Policy (attached hereto as **Exhibit B.1**). HHS's policy is designed to be compliant with said requirements as deemed reasonable and necessary by the appropriate local, state or Federal governing authority. Any additional screening/testing outside of HHS's Policy as listed in **Exhibit B.1**, subsequently required by the Hospital, will be performed by the Hospital, at the Hospital's expense. **Exhibit B.1** will be amended to reflect Hospital's additional requirements and financial responsibility within thirty (30) days of the Effective Date of this Agreement.
- F. HHS will administer a comprehensive, ongoing training program for the housekeeping team members in compliance with industry standards and applicable state and federal law. The Hospital shall provide appropriate space, audio and visual equipment for team member training, which will consist of both on-the-job and classroom training supplemented with interactive training videos (English and Spanish).

#### IV. DUTIES TO BE PERFORMED

- A. Housekeeping service coverage, planned service frequencies and Hospital activity levels are described in **Exhibit A** attached to and incorporated in this Agreement. HHS has based its' staffing recommendation and fee structure on this information. Should there be a change in these service parameters or statistics, the Hospital and HHS agree that staffing and an associated Monthly Contract Price adjustment will be necessary. HHS will present the Hospital with data to support any recommended adjustment.
- B. HHS will only provide services specifically noted as HHS responsibility in **Exhibit A**. A formal addendum will be required to add any services not specifically covered within this agreement.
- C. HHS will, using the best practices known to the industry, operate the Housekeeping





Department in accordance with the standards and requirements established by The Joint Commission, Hospital, federal, state and local authorities.

**V. SUPPLIES AND EQUIPMENT**

- A. The departmental supply, service and equipment items, as well as the ongoing maintenance, replacement and repairs is listed in **Exhibit B** specifying purchasing responsibility.
- B. All chemicals utilized by HHS will comply with local, state and federal regulations, and will be approved by the Hospital. HHS will maintain current MSDS records on site.
- C. Cleaning supplies needed by other departments, i.e., Lab, Central Sterile, etc., will be requisitioned through Materials Management.
- D. All inherited equipment (the "inherited equipment") shall be inventoried, to be outlined as **Exhibit C**, attached hereto. Inherited equipment shall mean any and all battery operated or electrical equipment provided by the Hospital, for use by HHS. HHS shall manage the ongoing maintenance and repair and the Hospital shall incur any and all costs associated with the maintenance, repair or replacement of the inherited equipment, which shall remain the property of the Hospital.
- E. The Hospital agrees to provide office space, office furniture and storage space for the Housekeeping Department and to pay the cost of utilities, local telephone service, internal department communication devices and management cell phones (if required). The Hospital will allow HHS to requisition office supplies from the Hospital, at Hospital's expense.
- F. The Hospital and HHS acknowledge that unrestricted internet connectivity is relied upon and required for HHS management personnel to perform daily job responsibilities, such as securing Housekeeping labor force payroll (Timeclock, Team Member Kiosk) and other job related online content. The Hospital agrees to provide HHS with unrestricted internet access, adhering to the IT specifications and requirements described in the HHS Network Access Requirements Policy (attached hereto), at no cost to HHS. The Hospital will provide HHS with a 3<sup>rd</sup> party internet connection, at the Hospital's expense, in the event that the above requirements are not met.

**VI. PAYMENT FOR SERVICES PROVIDED BY HHS**

- A. The Hospital agrees to pay HHS a Monthly Contract Price of **\$61,117.29** for housekeeping services provided in this Agreement. This Monthly Contract Price will be invoiced by HHS



and provided to the Hospital by the 15<sup>th</sup> of the previous month and payments are due on the 1<sup>st</sup> of the month for which services are rendered. HHS shall initiate "Breach for non-payment" in the event the Hospital is unable to make timely payments for consecutive months or more than three (3) months in a calendar year. Payment shall be sent to:

ACH (Wire Transfer):

Frost Bank  
401 Congress Avenue  
Austin, Texas 78701  
Routing: 114000093  
Account: 591147609  
Remittance info to be sent to:  
[remit@hhs1.com](mailto:remit@hhs1.com)

P.O. Box Address (USPS delivery):

HHS Environmental Services, LLC  
P.O. Box 826  
San Antonio, Texas 78293-0826

Physical Address (Overnight delivery):

Frost Bank - Texas Processing Center  
Attn: Manager - Lockbox 826  
Priority Processing  
3838 Rogers Road  
San Antonio, TX 78251

- B. The Hospital agrees to pay any applicable local, state or federal sales taxes due on the Monthly Contract Price. These fees are in addition to; and are not included in the Monthly Contract Price stated in section VI.A.
- C. The Hospital agrees to an additional interest charge of 15% per annum on any past due amounts or service fees at the termination of this Agreement.
- D. The Monthly Contract Price set forth in this Agreement will be adjusted to reflect any additional / unforeseen costs incurred by HHS (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the implementation of the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by HHS on behalf of covered employees. The adjustment to the Monthly Contract Price will be effective from the date the events of (i) and/or (ii) occur.
- E. The Hospital agrees to an increase in the Monthly Contract Price for services on each annual anniversary date of this Agreement to offset increased management and team member wages, supply costs and other operating expenses. This annual increase will be equal to 3% applied to the then current Monthly Contract Price.
- F. The Hospital agrees that, should the state or federal government enact an increase in the minimum wage, the Hospital agrees to increase the Monthly Contract Price paid to HHS to offset the full impact of wage increases for team members including the effect of wage adjustments above minimum wage to maintain competitive wages in the local labor market.





- G. Should the Hospital increase the base wage rate of support service employees on the Hospital payroll, the Hospital agrees to provide HHS with funding to provide like increases to HHS team members.
- H. The Hospital agrees that should the state or federal government mandate any additional taxes, insurances, employer benefit subsidies, or should an organized labor effort impact HHS' operating costs at the Hospital after the effective date of this Agreement, a Monthly Contract Price adjustment would be necessary. The Hospital agrees to pay HHS any applicable state service or sales tax in addition to the Monthly Contract Price. In the event that the Hospital and HHS cannot agree on an appropriate Monthly Contract Price adjustment to defray these unanticipated operating costs, HHS may terminate this Agreement by providing the Hospital 30 days advance written notice to the Hospital.
- I. For each leap year during which this Agreement is in effect, the Hospital will pay an additional fee equal to 1/365th of the annual Monthly Contract Price. This fee is due on the 15th day of February of such years.
- J. For additional work outside the scope of this Agreement, not included in **Exhibit A**, attached hereto, the Hospital will be charged at an agreed upon rate per labor hour, which will include employer taxes and other related costs.
- K. Breach for non-payment. If breach complaints relating to the unpaid Monthly Contract Price or applicable service fees are not reasonably addressed and remedied within ten (10) days, HHS may at its' discretion, give notice to the Hospital that at the end of an additional five (5) day period, the Agreement will be terminated.

## VII. TERMINATION

- A. This Agreement may be terminated by either party after the first year of the initial Term by providing ninety (90) days written notice to the other party.
- B. This Agreement may be cancelled by either party if a material breach of the Agreement is not promptly addressed as prescribed below. If either party believes the other is in material breach of any provision in this Agreement, that (offended) party shall deliver written notice to the other detailing specific breach complaints and the results necessary to restore pre-breach status. If breach issues (not including payment breach issues) are not reasonably addressed and remedied within sixty (60) days, the offended party may at its' discretion, give notice to the other party that at the end of an additional thirty (30) day period, that the Agreement will be terminated.





- C. In order to provide HHS the opportunity to prove its value to new leadership, the Hospital agrees that this Agreement will remain in effect no less than one hundred and twenty (120) days after the date of a Hospital ownership or Executive Management change.

#### VIII. NOTIFICATION

All notices (excluding payments) shall be sent to either party at the following addresses:

**Hospital**  
Gilmore Memorial Hospital  
1105 Earl Frye Blvd.  
Amory, Mississippi 38821  
Attn: Chief Executive Officer

**HHS**  
HHS Environmental Services, LLC  
216 E. 4<sup>th</sup> Street  
Austin, Texas 78701  
Attn: Chief Executive Officer

#### IX. INSURANCE

- A. HHS agrees to maintain general liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, with excess coverage in an amount not less than Three Million Dollars (\$3,000,000) to cover claims in the aggregate. The Hospital shall obtain and maintain insurance, with replacement cost coverage, for the Hospital's Facility covered by standard forms of fire, theft, and extended coverage and shall maintain general liability insurance in such amounts under such policies as appropriate, but not less than One Million Dollars (\$1,000,000) per occurrence, with excess coverage in an amount not less than Three Million Dollars (\$3,000,000) to cover claims in the aggregate. Both parties will furnish and maintain workers' compensation insurance as prescribed by law and employer's liability insurance in the amount of \$100,000 for all of their respective employees, or either party may provide such coverage through a self-insurance program in accordance with Applicable Law. Evidence of such insurance will be provided upon request.

#### X. OTHER

- A. Unless specifically stated otherwise within this Agreement, both parties agree to hold each other and their affiliates, directors, officers, employees, agents and insurers harmless from and against any and all litigation, losses, expenses, damages, liabilities imposed by law, costs (including interest, penalties, and attorneys' fees) and judgments arising out of either party's negligence, willful misconduct, or breach of this Agreement.
- B. Equal Employment Opportunity  
It is the policy of HHS to provide equal employment opportunities to all qualified employees and applicants without regard to race color, sex, age, religion, handicap, veteran status or national origin. Positive action shall be taken to ensure the fulfillment of this policy



including:

- Hiring, placement, upgrading, transfer, or other personnel action
  - Recruitment, advertising or solicitation for employment
  - Treatment during employment
  - Rates of pay or other forms of compensation
  - Selection for training
  - Layoff or termination
- C. Both parties agree to respect and protect the proprietary assets of the other party. These assets include, but are not limited to, knowledge of business operations, trade name, promotional materials and this Agreement.
- D. HHS agrees that in all aspects its' relationship to the Hospital will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the Hospital.
- E. Medicare - HHS agrees to insert (by addendum or otherwise) standard Medicare/Medicaid language as requested by the Hospital.
- F. HIPAA - HHS agrees to insert (by addendum or otherwise) standard HIPAA language as requested by the Hospital.
- G. This Agreement embodies the entire agreement and understanding between the parties. There are no other agreements or understandings, oral or written, between the parties with respect to the subject matter, and this Agreement supersedes all previous negotiations, commitments, and writings regarding this relationship. In case any part of this Agreement is held invalid, illegal or unenforceable, it shall not affect any other provision.



As an authorized representative of either the Hospital or HHS my signature below acknowledges that I have read, understand and agree that the organization I represent, HHS or the Hospital, will comply with ALL of the terms and conditions contained within this Agreement and its exhibits.

This Agreement is effective November 1<sup>st</sup>, 2017.

**Gilmore Memorial Hospital**

Signature: J. Allen Tyra

Print Name: J. Allen Tyra

Title: CEO

4-24-17 jle 5-1-17 jle 9-7-17 rcm 9-20-17 rcm

**HHS Environmental Services, LLC**

Signature: Bobby Floyd

Print Name: Bobby Floyd

Title: COO

## EXHIBIT A

### HOSPITAL FACILITY AND ACTIVITY STATISTICS –

	<u>Statistics</u>
Average Daily Census:	26
Average Length of Stay:	351
Average Daily Discharges:	7
Average Daily Transfers:	3
Average Daily Observation Patients:	3
Inpatient Surgeries per year:	956
Outpatient Surgeries per year:	3,508
Deliveries per year:	642
ER Visits per year:	21,563
Percentage Tile Flooring:	96%
Cleanable Square Footage*	221,827
Housekeeping Department Hours of Coverage:	24 hours a day/7 days a week

<u>Buildings to be serviced:</u>	<u># of Floors</u>	<u>Cleanable Square Footage</u>
Main Hospital	2	
Fitness Center	1	
Mac	1	
Support Services	1	
Family Clinic	1	
Fulton Clinic	1	
Hamilton Clinic	1	
Aberdeen Clinic	1	
Urology Clinic	1	
<b>TOTAL:*</b>		<b>221,827</b>





**SCOPE OF SERVICE RESPONSIBILITIES:**

**LABOR AND DELIVERY**

Labor & Delivery Rooms – Post Schedule (evening & terminal cleaning)

Labor & Delivery Rooms – Post Case (daytime & in-between case cleaning)

Nursery Cleaning

Cleaning of Isolettes in NICU

**EMERGENCY**

E.R. – General Cleaning

E.R. – In-Between Case Cleaning

**OUTPATIENT SURGERY**

Day Surgery Area – Post Schedule (evening & terminal cleaning)

Day Surgery Area – Post Case (daytime & in-between case cleaning)

Cleaning of Day Surgery Support Areas

Bed Making in Recovery and Day Surgery Holding Rooms

**CATH LAB**

Cath Lab – Post Schedule (evening & terminal cleaning)

Cath Lab – Post Case (daytime & in-between case cleaning)

**SURGERY**

Surgery Area - Post Schedule (evening & terminal cleaning)

Surgery Area - Post Case (daytime & in-between case cleaning)

<b><u>HHS</u></b>	<b><u>Hospital</u></b>	<b><u>N/A</u></b>
X		
X		
X		
X		
X		
X		
X		
X		
X		
		X
		X
X		
X		



	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
Surgery Shelves and Technical Equipment Cleaning	X		
Cleaning of Non-Sterile Surgical Support	X		
<u>PATIENT AREA DUTIES</u>			
Cleaning of Patient Rooms	X		
Trash Pick-Up in Patient's Rooms (2 <sup>nd</sup> Shift)	X		
Bed Making of Occupied Patient Beds		X	
Cleaning of Patient Care Support Areas	X		
<u>PATIENT TRANSPORTATION</u>			
Patient Transportation		X	
Wheelchair and Stretcher Cleaning		X	
<u>KITCHEN</u>			
Main Dietary Kitchen Cleaning		X	
Main Dietary Kitchen Trash Removal		X	
Cleaning of Cafeteria (Walls & Floors Only)	X		
Cleaning of Cafeteria Tables & Chairs	X		
Cleaning of inside of refrigerators and microwaves		X	
Trash Removal in Cafeteria	X		
<u>LINEN</u>			
Linen Distribution – Inventory & Distribution	X		
Removal of Linen on Bed Upon Discharge		X	
<u>OTHER AREAS</u>			
Cleaning of Specialty Units (CCU, SICU, NICU, PICU)	X		
Cleaning of Public Areas (Lobby, Waiting, Etc.)	X		

	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
Cleaning of Office Areas	X		
Cleaning of Laboratory Areas	X		
Cleaning of Laboratory Glassware, Countertops & Sinks	X		
Cleaning of Pharmacy Areas	X		
Cleaning of Therapy Areas (PT, OT, RT)	X		
Therapy Tub Cleaning & Polishing		X	
Cleaning of PT and rehab equipment		X	
Cleaning of Radiology Areas	X		
Cleaning of Dialysis Areas	X		
Cleaning of Morgue/Autopsy Areas (as needed)	X		
Cleaning of Gift Shop			X
Autoclave & Sterilizer Cleaning		X	
Cleaning of Central Sterile Supply	X		
Cleaning of Engineering Shop Areas except for trash pick-up		X	
Cleaning of Materials Management & Stores except for offices	X		
<u>MISCELLANEOUS</u>			
Furniture Moving (_dedicated hours/wk.)		X	
Meeting Room Setup (_dedicated hours/wk.)		X	
Grounds and Parking Lot Policing (_dedicated hours/wk.)	X		
IV Pumps and Any Rolling Stock		X	
Cleaning of Portable Toilets		X	



	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
Oscillating / Portable Fans	X		
Cubicle Curtains (remove and rehang)	X		
Computer Screens		X	
Hazardous Chemical Spills		X	
Emptying / Removal of Suction Canisters		X	
Messenger Service, Ice Delivery and Non-Housekeeping Supply Delivery		X	
Exterior Windows (Outside Contractor)		X	
Cleaning of toys & equipment in pediatric areas	X		

**Clarification Notes:**




**PLANNED SERVICE FREQUENCIES:**

Area of Responsibility	Coverage Days/Week	Strip & Refinish	Total Carpet Cleaning	Total Window Cleaning (inside)	Total Wall Washing	Cubical Curtains	Shower Curtains	Addition al Policing	Bonnet Carpet Cleaning	Buff	Damp Wipe	Damp Mop	Dust Mop	Vacuum & Spot Clean	High Damp Dust	Empty Trash Refill Dispense
Patient Rooms	7	Y	Y	Y	Y	Y	Y	d	w	2w	d	d	d	d	w	d
Specialty Units (CCU, SICU, NICU, PICU)	7	Y	Y	Y	Y	Y	Y	d	w	2w	d	d	d	d	w	d
Patient Care Support Areas	7	Y	Y	Y	Y	Y	Y	d	m	2w	d	d	d	d	w	d
Public Areas (Lobby, Waiting, etc.)	7	Y	Y	Y	Y	Y	-	3d	m	3w	d	d	d	2d	w	d
Non Sterile Surgical Support	5+	Y	Y	Y	Y	Y	Y	-	m	w	d	d	d	d	w	d
Sterile OR (TERMINAL CLEANING ONLY)	5+	Y	Y	Y	Y	Y	Y	-	-	-	d	d	d	-	d	2d
Office Areas	5	Y	Y	Y	Y	Y	-	-	m	m	d	d	d	d	w	d
Laboratory Areas	5+	Y	Y	Y	Y	Y	Y	d	-	2w	d	d	d	d	w	d
Pharmacy Areas	5+	Y	Y	Y	Y	Y	Y	d	m	2w	d	d	d	d	w	d
Therapy Areas (PT, OT, RT)	5+	Y	Y	Y	Y	Y	Y	-	m	2w	d	d	d	d	w	d
Radiology Areas	5+	Y	Y	Y	Y	Y	Y	-	m	2w	d	d	d	d	w	d
Dialysis Areas	5	Y	Y	Y	Y	Y	Y	-	m3	2w	d	d	d	d	w	d
All Outpatient Service Areas (TERMINAL CLEANING ONLY)	5	Y	Y	Y	Y	Y	Y	-	m	2w	d	d	d	d	w	d
Labor and Delivery (Sterile)	7	Y	Y	Y	Y	Y	Y	d	-	-	d	d	d	-	d	d
Labor and Delivery (Support)	7	Y	Y	Y	Y	Y	Y	d	-	2w	d	d	d	-	d	d
Emergency Room	7	Y	Y	Y	Y	Y	Y	d	w	3w	d	d	d	2d	w	d
General Stores	1	Y	Y	Y	Y	Y	Y	-	m	w	w	w	w	w	w	w
Morgue/Autopsy Area (As Needed)	r	Y	Y	Y	Y	Y	-	-	m	m	d	d	d	d	w	d
Kitchen																
Cafeteria (Walls and Floors Only)	7	Y	Y	Y	Y	Y	Y	d	w	2w	d	d	d	d	w	d
Gift Shop	7	Y	Y	Y	Y	Y	-	d	m	w	d	d	d	d	w	d
Exempt																
LEGEND																
3w	three times weekly	d	Daily	Y	yearly	r	as requested									
2w	two times weekly	w	Weekly	m3	every three months											
3d	three times daily	m	Monthly	m6	every six months											
2d	two times daily	--	not applicable	+	reduced coverage on off days											
NOTE:																

## **EXHIBIT B**

### Schedule of Purchasing Responsibility

<b>Cleaning Chemicals</b>	<b>HHS</b>	<b>Hospital</b>	<b>N/A</b>
Germicidal Disinfectant	X		
Bowl Cleaner	X		
All-Purpose Cleaner	X		
Window Cleaner	X		
Stainless Steel Polish	X		
Floor Finish	X		
Stripper	X		
Carpet Spotter	X		
Shampoo	X		
All other necessary cleaning chemicals	X		
<b>Expendable and Other Supplies</b>	<b>HHS</b>	<b>Hospital</b>	<b>N/A</b>
Regular Trash Liners		X	
Paper Hand Towels		X	
Toilet Tissue		X	
Bio Hazardous Waste (Red) Bags		X	
Bio Hazardous Linen & Laundry Bags		X	
Sanitary Napkins		X	
Solid Deodorant		X	
Sterile Surgical Supplies		X	
Non-Surgical Liquid Hand Soap		X	
Surgical Hand Soaps		X	
Hand Sanitizer		X	
Dietary Supplies		X	
All other expendable supply items		X	
<b>External Services</b>	<b>HHS</b>	<b>Hospital</b>	<b>N/A</b>
Dumpster and Compactor Service		X	
Offsite Hazardous Waste Removal		X	
Outside Window Washing		X	
Floor Pad Service		X	
Mat Rental Service		X	
Pest Extermination		X	
Messenger service, ice delivery and non-housekeeping supply delivery.		X	
HAZMAT Contracting		X	
Laundering of Mop Heads		X	



**Equipment**

Cleaning Carts  
 Buckets  
 Wringers  
 Equipment Repair & Replacement  
 Trash Carts  
 Linen Carts  
 Mop Sticks  
 Buffing Pads  
 Mop Heads  
 Wet Mops  
 Micro Mop Equipment (directly impacts staffing)  
 Dust Mops  
 Cleaning Rags  
 Minor Hand Tools  
 Other Misc. Housekeeping Equipment (as required)

HHS	Hospital	N/A
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	

## **EXHIBIT B.1**

HHS will administer and adhere to providing its Team Members the pre-employment or post-employment physicals, screenings and preventative treatments listed herein:

**Team Member Criminal Background Check:**

- County Criminal
- Criminal Database National Alias Search
- FACIS Level 1
- Federal Criminal
- National Sex Offender Registry Search
- OIG Excluded List Check (Annual)

**Team Member Drug Screening**

- Non-DOT 10 Panel Urine Drug Test

**Team Member Health Screen:**

- TB/PPD Test

**Additional Hospital required screenings at Hospital's expense:**

## EXHIBIT C

### Inherited Equipment Inventory

<u>Item</u>	<u>Serial #</u>	<u>Quantity</u>
TENNET T300	T300E-10785760	1
CHARIOT ISCRUB	US6421868	1
CLARK BOOST	HD0549	1
TENNENT B5	B5-10704222	1
NSS WET VAC	080814A 30210ALXZ	1
TENNET T1	900419- 10625489	1
MINUTEMAN HSB	AMZ4000041Z81	1
MINUTEMAN HSB	BMZ4000041Z81	1
NSS HSB	525234C 28385109	1
BETCO HSB	436988	1
BETCO HSB	437435	1
BETCO HSB	425447	1
MINUTEMAN SCRUBBER	28 AUG08 DS	2

## HHS Network Access Requirements Policy

1. HHS Payroll Computer
  - Data Drop (Ethernet/Cat 5/Cat 6 Connection)
  - Access to Gmail
    - Unblock Access to:
    - [Home.hhs1.com](http://Home.hhs1.com)
    - <http://Google.com/m/hhs1.com>
  - Access to Salesforce
    - Unblock Access to:
    - <https://ssl.salesforce.com/>
2. HHS Kiosk
  - Data Drop (Ethernet/Cat 5/Cat 6 Connection)
  - Unblock Access to the following sites:
    - <https://hhs.secure.force.com/kioskhomepage?id=> (ID is account specific)
    - <https://ssl.salesforce.com/>
    - <https://s3.amazonaws.com>
3. PI Mobile Device (iPod Touches/iPads)
  - Wireless Access (Guest Network or Production)
  - Unblock Access to the following site:
    - <https://ssl.salesforce.com>
    - Unblock Port 4309
4. Time Clocks
  - Data Drop (Ethernet/Cat 5/Cat 6 Connection)
  - Power Drop
  - Access to 158.228.145.3
  - Unblock Ports 80, 443, 445
5. Electronic Message Boards
  - Wifi or Ethernet connection
  - Power Drop
  - Access to 69.16.232.180
  - Unblock Ports 80 and 21





Bobby Floyd  
COO



January 26, 2018

Gilmore Memorial Hospital  
1105 Earl Frye Blvd  
Amory, Mississippi 38821  
Attn:  
Allen Tyra, CEO  
Carol Upton, ACEO  
Marc Nakagawa, CFO

***Via Certified Mail***

Dear Mr. Tyra, Ms. Upton and Mr. Nakagawa:

This letter is to inform you that Gilmore Memorial Hospital is in material breach of our Housekeeping Management and Services Agreement, dated November 1<sup>st</sup>, 2017, as specifically defined in Section VI.K. Our basis for claiming material breach is as follows:

Section VI.A clearly states that our fee for services is due on the 1<sup>st</sup> of each month for which services are rendered. As of today, Gilmore Memorial Hospital owes HHS Environmental Services, LLC a total of \$292,152.09 in past due fees.

To restore pre-breach status, a total payment of \$292,152.09 must be postmarked by February 5<sup>th</sup>, 2018 to pay in full the past due invoices, #EVS87407INV, EVS88094INV, EVS88883INV, EVS89516INV, EVS90257INV. As this specific breach complaint is related to unpaid service fees, if payment has not been received by February 5<sup>th</sup>, 2018 (10 day period), this letter is provided to inform you that HHS Environmental Services, LLC will be exercising its' right to terminate the Agreement between Gilmore Memorial Hospital and HHS Environmental Services, LLC dated November 1<sup>st</sup>, 2017, effective midnight on February 10<sup>th</sup>, 2018 (5 days later). Per Section VI. C, an additional interest charge of 15% per annum will be applied to all past due amounts at termination of the Agreement. Please understand that we have continued to provide services in good faith while your account balance has grown to an unacceptable level, but we must take available legal action to protect our company's best interests and simply cannot accept non-payment.

Please contact me to discuss this matter as soon as possible.

Sincerely,

Bobby Floyd  
COO, HHS

cc: Chris Nines, CFO, HHS  
Steve Clapp, Curae Health, CEO, PO Box 358 Clinton TN 37717 via regular mail

216 e. 4th street  
austin, texas 78701  
800|229|2028  
hhs1.com



Bobby Floyd  
COO

February 9, 2018

Gilmore Memorial Hospital  
1105 Earl Frye Blvd  
Amory, Mississippi 38821  
Attn:  
Allen Tyra, CEO  
Carol Upton, ACEO  
Marc Nakagawa, CFO

*Via Certified Mail*

Dear Mr. Tyra, Ms. Upton and Mr. Nakagawa:

This letter is to inform you that HHS Environmental Services, LLC is exercising its right to terminate our Housekeeping Management and Services Agreement, dated November 1<sup>st</sup>, 2017, pursuant to Section VI.K.

You were notified of the material breach in a letter dated, January 26<sup>th</sup>, 2018, whereby the steps to cure the material breach were outlined therein. As of today, the material breach has not been cured and Gilmore Memorial Hospital still owes HHS Environmental Services, LLC a total of \$292,152.09 in past due service fees.

As the specific breach complaint was related to unpaid service fees, and the breach was not cured within ten days of notice, effective midnight, February 10<sup>th</sup>, 2018, HHS Environmental Services, LLC is no longer contracted to continue providing services to Gilmore Memorial Hospital. Per Section VI. C, an additional interest charge of 15% per annum will be applied to all past due amounts at termination of the Agreement, and we will be pursuing all unpaid fees through legal means.

Hereafter, with exception of any terms to the contrary, HHS Environmental Services, LLC will no longer be bound or obligated to fulfill any terms and conditions contained within the Agreement.

If you have any further questions or concerns regarding this notice, you may contact me at [bobbyf@hhs1.com](mailto:bobbyf@hhs1.com).

Sincerely,

Bobby Floyd  
COO, HHS

cc: Chris Nines, CFO, HHS  
Steve Clapp, Curae Health, CEO, PO Box 358 Clinton, TN 37717 via regular mail

216 e. 4th street  
austin, texas 78701  
800|229|2028  
[hhs1.com](http://hhs1.com)



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
ABERDEEN DIVISION**

**HHS ENVIRONMENTAL SERVICES, LLC**

**PLAINTIFF**

**V.**

**CAUSE NO: 1:18cv86-SA-DAS**

**AMORY REGIONAL MEDICAL CENTER, INC.  
D/B/A GILMORE MEMORIAL HOSPITAL,**

**DEFENDANT**

**COMPLAINT**

COMES NOW the Plaintiff, HHS Environmental Services, LLC, (“HHS Environmental”) by and through its attorneys, and files this its Complaint against Amory Regional Medical Center, Inc. D/B/A Gilmore Memorial Hospital (“Gilmore Memorial”) and for cause thereof would show unto the Court as follows:

1. HHS Environmental is a limited liability company organized and existing under the laws of the State of Texas. HHS Environmental ’s corporate office is located at 216 E. 4<sup>th</sup> Street Austin, Texas 78701. HHS Environmental is properly registered with the Mississippi Secretary of State and is qualified to conduct business in the State of Mississippi.

2. Defendant Amory Regional Medical Center, Inc. is a nonprofit corporation organized and existing under the laws of the State of Tennessee. It does business in the State of Mississippi under the registered fictitious business name of Gilmore Memorial Hospital. It can be served through its registered agent, Corporation Service Company, located at 5760 I-55 North, Suite 150, Jackson, MS 39211.

**JURISDICTION AND VENUE**

3. As required by 28 U.S.C. Section 1332 there is complete diversity between HHS Environmental and Gilmore Memorial, and the amount in controversy exceeds \$75,000.00.

4. Venue is proper in this district under 28 U.S.C. Section 1391(a) because Gilmore Memorial does business within the Aberdeen Division of the United States District Court for the Northern District of Mississippi.

### **FACTS**

5. Since April 15, 2011, HHS Environmental has managed the housekeeping services at Gilmore Memorial. On January 15, 2018, Gilmore Memorial expressed its high level of satisfaction with the services provided by HHS Environmental and that it looked forward to continuing its business relationship with HHS Environmental in the years to come.

6. Since April 15, 2011, HHS Environmental and Gilmore Memorial have entered into and executed multiple written agreements, the terms of which required HHS Environmental to provide Gilmore Memorial's housekeeping services in exchange for Gilmore Memorial paying HHS compensation as described by the terms of the Agreements. The Agreements which are relevant to this complaint are dated January 1, 2010, (with addendums dated April 15, 2012, and January 1, 2013, and April 1, 2015, respectively) and November 1, 2017, copies of which are attached as Exhibit A and Exhibit B to the Complaint and are incorporated herein by reference. With respect to the January 1, 2010, agreement, Gilmore Memorial assumed the responsibilities and liabilities of Health Management Associates, a prior owner of the subject hospital. These various agreements and addendums are hereinafter collectively referred to as the Agreements.

7. The Agreements were entered into by authorized representatives of Gilmore Memorial and HHS Environmental, who each signed a document memorializing the terms and the effective dates.

8. The Agreements detailed the responsibilities of each party as they related to housekeeping, payment for services, and payment of employee salaries, benefits, and other related

costs associated with housekeeping labor.

9. HHS Environmental fully performed its obligations as defined by the Agreements.

10. Gilmore Memorial has failed to perform its contractual obligations. Gilmore Memorial's failure to perform includes, but is not limited to, failure to pay for the housekeeping services provided by HHS Environmental.

11. By letter of January 26, 2018, HHS Environmental gave notice of material breach of the Agreements, with the necessary steps to cure the breach set forth therein. The material breach by Gilmore Memorial was the failure to pay HHS Environmental Services for services rendered pursuant to the Agreements in the total amount of \$292,152.09. A copy of this letter is attached as Exhibit C to the Complaint and is incorporated herein by reference.

12. Gilmore Memorial failed to cure the material breach within ten days of the January 26, 2018, notice of material breach.

13. By letter of February 9, 2018, HHS Environmental notified Gilmore Memorial that it was exercising its right to terminate the November 1, 2017, Agreement pursuant to the terms thereof. A copy of this letter is attached as Exhibit D to the Complaint and is incorporated herein by reference.

#### **COUNT ONE - BREACH OF CONTRACT**

14. HHS Environmental adopts and herein incorporates by reference each and every allegation as set forth above.

15. By failing to compensate HHS for housekeeping services rendered pursuant to the terms of the Agreements, Gilmore Memorial has breached the terms of the Agreements.

16. By failing to adhere to any other terms of the Agreements, Gilmore Memorial has breached the terms of the Agreements.

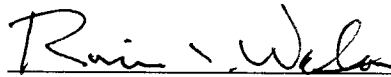
17. As a result of Gilmore Memorial's breach of the Agreements, HHS Environmental has suffered monetary damages of \$292,152.09.

**PRAYER FOR RELIEF**

WHEREFORE PREMISES CONSIDERED, HHS Environmental requests a trial by jury of this matter and demands damages including actual, compensatory, consequential, and incidental damages resulting from Gilmore Memorial's actions. Further, HHS requests attorneys' fees, interest as provided by the Agreements, costs of suit, and any other damages this Court may deem appropriate.

Respectfully submitted this the 10<sup>th</sup> day of May, 2018.

**HHS ENVIRONMENTAL SERVICES, LLC**



\_\_\_\_\_  
RONNIE L. WALTON  
Its Attorney

RONNIE L. WALTON (MSB #6933)  
MEAGAN O. LINTON (MSB #104704)  
Glover, Young, Hammack, Walton & Simmons, PLLC  
1724-A 23<sup>rd</sup> Avenue (39301)  
Post Office Drawer 5514  
Meridian, Mississippi 39302-5514  
Telephone: 601-693-1301  
Telecopier: 601-693-1363  
[ronnie@gloveryoung.com](mailto:ronnie@gloveryoung.com)  
[meagan@gloveryoung.com](mailto:meagan@gloveryoung.com)



"Your Healthcare Support Service Partner"

## HOUSEKEEPING MANAGEMENT AND SERVICES AGREEMENT

THIS AGREEMENT is made this 1<sup>st</sup> day of January, 2010, by and between Health Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, Ltd. (*HHS*).

The parties to this Agreement anticipate that *HHS* will provide Housekeeping and/or linen management services to *Hospital* facilities managed by *HMA*. *Hospital* specific scope of services and fees are detailed in the Exhibits A, B, and C, attached to and made a part of this Agreement. Each *Hospital* will be assigned a unique suffix number (Example: A.1, A.2, A.3, etc.) on the Exhibits.

### I. MANAGEMENT PERSONNEL

- A. An *HHS* Area Vice President will oversee the Housekeeping Department organization and employee training at each *Hospital*. The Area Vice President will visit each *Hospital* at a frequency necessary to maintain desired results or upon the reasonable request of *HMA* or *Hospital*.
- B. The management complement employed by *HHS* and assigned at each *Hospital* is described in Exhibit A.
- C. *HHS* will pay all wages, payroll taxes, insurance and fringe benefits for all department management personnel assigned for each *Hospital*.
- D. During the term of this Agreement and for two (2) years thereafter, *HMA/Hospital* agree not to employ, directly or indirectly, management personnel employed by *HHS* at any time during the *HHS/HMA/Hospital* relationship. In the event that *HMA/Hospital* does employ, directly or indirectly, management personnel employed by *HHS* at any time during the *HHS/HMA/Hospital* relationship, *HMA/Hospital* agree to pay *HHS* liquidated damages equal to the annual base salary *HHS* paid this individual manager.

### II. LABOR FORCE

- A. The housekeeping labor force provided to *Hospital* will be employed by *HHS*. *HHS* will pay all wages, payroll taxes, insurance and fringe benefits for the labor force.
- B. Current *Hospital* employees will be interviewed for employment with *HHS* and will be offered positions at *HHS*' discretion. These employees will transition to the *HHS* payroll at the base wage rates and benefits agreed upon by *Hospital* and *HHS*.
- C. *HHS* will not be responsible for costs related to PTO and other benefits earned or accrued prior to the effective date of this agreement.
- D. In the performance of its duties, *HHS* employees will, at all times, act within the scope of *HMA/Hospital* policies and procedures and shall refrain from actions that are disruptive to

1 of 7



***Hospital* operations.**

- E. The housekeeping labor force will wear appropriate uniforms at no expense to ***HMA/Hospital***. The housekeeping labor force will wear appropriate security identification as determined and provided by ***Hospital***.
- F. ***HHS*** will conduct, pay for, or otherwise provide any pre-employment or post employment physicals, screenings, and preventative treatments including but not limited to: Hepatitis B vaccinations, drug screening, criminal background checks, TB Testing, etc., which are required by ***HMA/Hospital***, or any other governing authority. The background checks shall be comparable to those performed by ***Hospital*** for its employees performing comparable responsibilities and shall include at a minimum, a criminal background check of the last five counties of residence or seven years, whichever is longer, prior employment verification, OIG/GSA disqualified provider database search, required professional license (if applicable) and a credit check (if in a cash handling position).
- G. ***HHS*** will collect reference information for Housekeeping Department employees.

**III. DUTIES TO BE PERFORMED**

- A. ***Hospital*** service coverage, planned service frequencies and ***Hospital*** activity levels are described in Exhibit A. ***HHS*** has based its staffing recommendation and fee structure on this information. Should there be a significant change in these service parameters or statistics, ***Hospital*** and ***HHS*** shall agree that labor staffing and an associated fee adjustment will be necessary. ***HHS*** will present ***Hospital*** with data to support any recommended adjustment. A significant change shall be defined as an increase or decrease in cleanable square footage of 3% or more, or an increase or decrease in patient activity of 3% or more.
- B. ***HHS*** will, using the best practices known to the industry, operate the Housekeeping Department in accordance with the standards and requirements established by JCAHO, ***HMA/Hospital***, federal, state and local authorities.
- C. ***HHS*** acknowledges patient satisfaction survey results to be an important component of housekeeping service evaluation. ***HHS*** will make every effort to maintain housekeeping scores from these surveys which meet or exceed ***Hospital*** overall survey results. ***Hospital/HHS*** shall establish and agree upon reasonable survey standards. ***HHS*** agrees to pay ***Hospital*** a penalty equal to 1% of the ***HHS*** management fee if this standard is not met. Calendar year 2009 shall be the base year for measurement of this clause.
- D. EVS Director will report to the ***Hospital*** Chief Operating Officer or the appropriate ***Hospital*** Administrator according to the ***Hospital*** Organizational Chart.
- E. ***HHS*** shall provide monthly operating statements for month and year-to-date operations both to the ***Hospital(s)*** and ***HMA*** in an agreed upon format, by the 20<sup>th</sup> of the month for the prior month.

**IV. TRAINING**

***HHS*** will administer a comprehensive, ongoing training program for the department labor force. Training will be conducted at ***Hospital*** and will consist of both on-the-job and classroom training supplemented with interactive training videos (English and Spanish). Training records will be



maintained on-site. Additional information regarding the training programs is attached to this agreement in Exhibit E.

#### V. SUPPLIES AND EQUIPMENT

- A. As determined in Exhibit B, *Hospital* or *HHS* shall provide and pay for departmental supplies, services and equipment necessary for the performance of services under this agreement.
- B. All chemicals utilized by *HHS* will comply with local, state and federal regulations, and will be approved by *Hospital*. *HHS* will maintain current MSDS records at *Hospital* site.
- C. Cleaning supplies needed by other departments, i.e., Lab, Central Sterile, etc., will be requisitioned through *Hospital*'s Materials Management.
- D. *Hospital* agrees that *HHS* may use all housekeeping equipment currently owned by *Hospital*. *Hospital* will be responsible for repair of equipment owned by *Hospital*. Future equipment purchase and associated financial arrangements will be made to the mutual satisfaction of *Hospital* and *HHS*.
- E. *Hospital* agrees to provide office and storage space for the Housekeeping Department and to pay the cost of utilities, local telephone service, any special communication equipment if required by *Hospital* and high speed internet access.

#### VI. PAYMENT FOR SERVICES PROVIDED BY HHS

- A. The parties agree that the Management Fee is equal to four percent (4%) of Managed Volume. As used herein, Managed Volume refers to the total of the direct charges assessed against the department budgets managed by *HHS*. These charges include management and non-management labor, goods and supplies, *HHS* fees, and other general expenses. Managed Volume does not include purchased services or depreciation. *Hospital* agrees to pay *HHS* a fee for housekeeping management services and labor as defined in Exhibit C. This fee is due on the 15th of the month for which services are rendered. This amount will be invoiced by *HHS*. Payment shall be sent to:

P.O. Box Address (USPS delivery):  
Hospital Housekeeping Systems, Ltd.  
P.O. Box 826  
San Antonio, Texas 78293-0826

Physical Address (Overnight delivery):  
Frost Bank - Texas Processing Center  
Attn: Manager - Lockbox 826  
Priority Processing  
2735 Austin Highway  
San Antonio, TX 78218

- B. *Hospital* agrees that, should the state or federal government enact an increase in the minimum wage, *Hospital* agrees to increase the fee paid to *HHS* to offset the full impact of wage increases for employees including the effect of wage adjustments above minimum wage to maintain position in the local labor market.
- C. *Hospital* agrees that should the state or federal government mandate any additional taxes, insurances, employer benefit subsidies, or should an organized labor effort impact *HHS*' operating costs at *Hospital* after the effective date of this Agreement, a fee adjustment would be necessary. *Hospital* agrees to pay *HHS* any applicable state service or sales tax in addition to the

monthly fee. In the event that *Hospital* and *HHS* cannot agree on an appropriate fee adjustment to defray these unanticipated operating costs, *HHS* may terminate this Agreement by providing *HMA/Hospital* 30 days advance written notice to *HMA/Hospital*.

- D. For additional work outside the scope of this Agreement, *HHS* personnel are available at the applicable cost per labor hour, plus employer taxes and insurance.

## VII. LENGTH OF AGREEMENT

- A. This Agreement is effective January 1<sup>st</sup>, 2010 and runs through December 31<sup>st</sup>, 2013.

A.1 This entire Agreement (e.g., meaning all *Hospitals*) or any selection of the several agreements with the individual *Hospitals* may be terminated by any party by providing ninety (90) days advance written notice to the other parties.

A.2 This Agreement and individual *Hospital* Exhibits may be terminated by any party if a material breach of the Agreement is not promptly addressed as prescribed below. If either party believes the other is in material breach of any provision in this Agreement, that (offended) party shall deliver written notice to the other detailing specific breach complaints and the results necessary to restore pre-breach status. If breach complaints relating to unpaid service fees are not reasonably addressed and remedied within fifteen (15) days, the offended party may at its discretion, give notice to the other party that at the end of an additional five (5) day period, the Agreement will be terminated. If other breach issues are not reasonably addressed and remedied within sixty (60) days, the offended party may at its discretion, give notice to the other party that at the end of an additional thirty (30) day period, the Agreement will be terminated.

## VIII. NOTIFICATION

All notices (excluding payments) shall be sent to either party at the following addresses:

HMA  
Health Management Associates, Inc.  
5811 Pelican Bay Blvd., Suite 500  
Naples, Florida 34108  
Attn: Chief Executive Officer

HHS  
Hospital Housekeeping Systems, Ltd.  
JS. Koppel Bldg., 322 Congress Avenue  
Austin, Texas 78701  
Attn: Chief Executive Officer

## IX. OTHER

A. *HHS* agrees to maintain workers compensation with statutory limits covering *HHS* personnel and operations at *Hospital*. *HHS* agrees to maintain general liability insurance with policy limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate covering *HHS* personnel and operations at *HMA/Hospital*. Evidence of such insurance is attached hereto as **Exhibit D**.

B. *HHS* shall indemnify the *HMA/Hospital* from any liability arising from any specific negligent act or willful misconduct by *HHS* or its employees or representatives in the performance of services provided in this Agreement. *Hospital* shall indemnify *HHS* from all liability arising from any specific negligent act or willful misconduct by *Hospital* or its employees or representatives. Indemnification will be limited to insurance coverage limits of the respective party (*HHS* or



*Hospital).*

C. In the event that an *HHS* employee is injured as a result of a needle stick or other similar incident involving sharps or bio-hazards, while working at the *Hospital*, *Hospital* shall provide a medical screening examination and stabilizing treatment in the Emergency Department.

D. This Agreement shall be governed in accordance with the laws of the State of Florida. In the event of any lawsuit to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs following a non-appealable final judgment on the merits. *Hospital* agrees to an interest charge of 7.5% per annum on any past due service fees payable under this Agreement. Venue of any disputes hereunder shall reside solely in the federal or state courts situated in Florida.

E. Medicare

The parties hereto do not anticipate that disclosure requirements under the Medicare/Medicaid Acts, or regulations promulgated thereunder, will require *HHS* to disclose or afford access to its books and records to the Secretary of Health and Human Services, the Comptroller General, or their representatives. However, if under such Acts or regulations, *HHS* should be deemed to be a subcontractor subject to the disclose requirement of 42 U.S.C. §1395x(v)(1)(I), until the expiration of four (4) years following the completion of furnishing services under this Agreement, upon written request of *HMA/Hospital*, *HHS* shall make available to the Secretary of the Department of Health and Human Services, or to the Comptroller General or any duly authorized representatives thereof, a copy of this Agreement and such books, documents and records of *HHS* that are necessary to certify the nature and extent of any cost incurred by *HMA/Hospital*.

F. Equal Employment Opportunity

It is the policy of *HHS* to implement affirmatively equal opportunity to all qualified employees and applicants for employment without regard to race, color, sex, age, religion, handicap, veteran status or national origin. Positive action shall be taken to ensure the fulfillment of this policy including:

- Hiring, placement, upgrading, transfer, or other personnel action;
- Recruitment, advertising or solicitation for employment;
- Treatment during employment;
- Rates of pay or other forms of compensation;
- Selection for training;
- Layoff or termination.

G. All parties agree to respect and protect the proprietary assets of the other parties. These assets include, but are not limited to, knowledge of business operations, trade name, promotional materials and this Agreement. Exceptions must be authorized in writing by the consenting party.

H. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. The provisions of the Agreement shall apply to and bind the successors, administrators, and assigns of all parties to the Agreement.

I. Neither party may assign this Agreement without the prior written consent of the other.

J. **HHS** agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320 through 1328 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitations, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (Collectively, the "Regulations"). **HHS** shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"); other than as permitted by this agreement and the requirements of HIPAA or the Regulations. **HHS** will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. **HHS** will promptly report to **HMA** and **Hospital** any use or disclosures, of which **HHS** becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that **HHS** contracts with any agents to whom **HHS** provides Protected Health Information, **HHS** shall include provisions in such agreements pursuant to which **HHS** and such agents agree to the same restrictions and conditions that apply to **HHS** with respect to Protected Health Information. **HHS** will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by **HHS**, **HMA** or **Hospital** by virtue of this Subsection.

K. Should any disputes arise under this Agreement, **HHS** agrees that it will not name **HMA** as a party as the proper party or parties is/are the relevant **Hospital(s)**.

Health Management Associates, Inc., as  
manager, on behalf of Hospitals Represented  
in Exhibits attached hereto

Hospital Housekeeping Systems, Ltd.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

9-29-09 rcm  
10-29-09 rcm  
11-13-09 rcm  
12-11-09 rcm



"Your Healthcare Support Service Partner"

## HOUSEKEEPING MANAGEMENT AND SERVICES AGREEMENT

THIS AGREEMENT is made this 1<sup>st</sup> day of January, 2010, by and between Health Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, Ltd. (HHS).

The parties to this Agreement anticipate that HHS will provide Housekeeping and/or linen management services to Hospital facilities managed by HMA. Hospital specific scope of services and fees are detailed in the Exhibits A, B, and C, attached to and made a part of this Agreement. Each Hospital will be assigned a unique suffix number (Example: A.1, A.2, A.3, etc.) on the Exhibits.

### I. MANAGEMENT PERSONNEL

- A. An HHS Area Vice President will oversee the Housekeeping Department organization and employee training at each Hospital. The Area Vice President will visit each Hospital at a frequency necessary to maintain desired results or upon the reasonable request of HMA or Hospital.
- B. The management compliment employed by HHS and assigned at each Hospital is described in Exhibit A.
- C. HHS will pay all wages, payroll taxes, insurance and fringe benefits for all department management personnel assigned for each Hospital.
- D. During the term of this Agreement and for two (2) years thereafter, HMA/Hospital agree not to employ, directly or indirectly, management personnel employed by HHS at any time during the HHS/HMA/Hospital relationship. In the event that HMA/Hospital does employ, directly or indirectly, management personnel employed by HHS at any time during the HHS / HMA/Hospital relationship, HMA/Hospital agree to pay HHS liquidated damages equal to the annual base salary HHS paid this individual manager.

### II. LABOR FORCE

- A. The housekeeping labor force provided to Hospital will be employed by HHS. HHS will pay all wages, payroll taxes, insurance and fringe benefits for the labor force.
- B. Current Hospital employees will be interviewed for employment with HHS and will be offered positions at HHS' discretion. These employees will transition to the HHS payroll at the base wage rates and benefits agreed upon by Hospital and HHS.
- C. HHS will not be responsible for costs related to PTO and other benefits earned or accrued prior to the effective date of this agreement.
- D. In the performance of its duties, HHS employees will, at all times, act within the scope of HMA/Hospital policies and procedures and shall refrain from actions that are disruptive to

**Hospital operations:**

- E. The housekeeping labor force will wear appropriate uniforms at no expense to **HMA/Hospital**. The housekeeping labor force will wear appropriate security identification as determined and provided by **Hospital**.
- F. **HHS** will conduct, pay for, or otherwise provide any pre-employment or post employment physicals, screenings, and preventative treatments including but not limited to: Hepatitis B vaccinations, drug screening, criminal background checks, TB Testing, etc., which are required by **HMA/Hospital**, or any other governing authority. The background checks shall be comparable to those performed by **Hospital** for its employees performing comparable responsibilities and shall include at a minimum, a criminal background check of the last five counties of residence or seven years, whichever is longer, prior employment verification, OIG/GSA disqualified provider database search, required professional license (if applicable) and a credit check (if in a cash handling position).
- G. **HHS** will collect reference information for Housekeeping Department employees.

**III. DUTIES TO BE PERFORMED**

- A. **Hospital** service coverage, planned service frequencies and **Hospital** activity levels are described in Exhibit A. **HHS** has based its staffing recommendation and fee structure on this information. Should there be a significant change in these service parameters or statistics, **Hospital** and **HHS** shall agree that labor staffing and an associated fee adjustment will be necessary. **HHS** will present **Hospital** with data to support any recommended adjustment. A significant change shall be defined as an increase or decrease in cleanable square footage of 3% or more, or an increase or decrease in patient activity of 3% or more.
- B. **HHS** will, using the best practices known to the industry, operate the Housekeeping Department in accordance with the standards and requirements established by JCAHO, **HMA/Hospital**, federal, state and local authorities.
- C. **HHS** acknowledges patient satisfaction survey results to be an important component of housekeeping service evaluation. **HHS** will make every effort to maintain housekeeping scores from these surveys which meet or exceed **Hospital** overall survey results. **Hospital/HHS** shall establish and agree upon reasonable survey standards. **HHS** agrees to pay **Hospital** a penalty equal to 1% of the **HHS** management fee if this standard is not met. Calendar year 2009 shall be the base year for measurement of this clause.
- D. EYS Director will report to the **Hospital** Chief Operating Officer or the appropriate **Hospital** Administrator according to the **Hospital** Organizational Chart.
- E. **HHS** shall provide monthly operating statements for month and year-to-date operations both to the **Hospital(s)** and **HMA** in an agreed upon format, by the 20<sup>th</sup> of the month for the prior month.

**IV. TRAINING**

**HHS** will administer a comprehensive, ongoing training program for the department labor force. Training will be conducted at **Hospital** and will consist of both on-the-job and classroom training supplemented with interactive training videos (English and Spanish). Training records will be



maintained on site. Additional information regarding the training programs is attached to this agreement in Exhibit E.

**V. SUPPLIES AND EQUIPMENT**

- A. As determined in Exhibit B, *Hospital* or *HHS* shall provide and pay for departmental supplies, services and equipment necessary for the performance of services under this agreement.
- B. All chemicals utilized by *HHS* will comply with local, state and federal regulations, and will be approved by *Hospital*. *HHS* will maintain current MSDS records at *Hospital* site.
- C. Cleaning supplies needed by other departments, i.e., Lab, Central Sterile, etc., will be requisitioned through *Hospital*'s Materials Management.
- D. *Hospital* agrees that *HHS* may use all housekeeping equipment currently owned by *Hospital*. *Hospital* will be responsible for repair of equipment owned by *Hospital*. Future equipment purchase and associated financial arrangements will be made to the mutual satisfaction of *Hospital* and *HHS*.
- E. *Hospital* agrees to provide office and storage space for the Housekeeping Department and to pay the cost of utilities, local telephone service, any special communication equipment if required by *Hospital* and high speed internet access.

**VI. PAYMENT FOR SERVICES PROVIDED BY HHS**

- A. The parties agree that the Management Fee is equal to four percent (4%) of Managed Volume. As used herein, Managed Volume refers to the total of the direct charges assessed against the department budgets managed by *HHS*. These charges include management and non-management labor, goods and supplies, *HHS* fees, and other general expenses. Managed Volume does not include purchased services or depreciation. *Hospital* agrees to pay *HHS* a fee for housekeeping management services and labor as defined in Exhibit C. This fee is due on the 15th of the month for which services are rendered. This amount will be invoiced by *HHS*. Payment shall be sent to:

P.O. Box Address (USPS delivery):  
Hospital Housekeeping Systems, Ltd.  
P.O. Box 826  
San Antonio, Texas 78293-0826

Physical Address (Overnight delivery):  
Frost Bank - Texas Processing Center  
Attn: Manager - Lockbox 826  
Priority Processing  
2735 Austin Highway  
San Antonio, TX 78218

- B. *Hospital* agrees that, should the state or federal government enact an increase in the minimum wage, *Hospital* agrees to increase the fee paid to *HHS* to offset the full impact of wage increases for employees including the effect of wage adjustments above minimum wage to maintain position in the local labor market.
- C. *Hospital* agrees that should the state or federal government mandate any additional taxes, insurances, employer benefit subsidies, or should an organized labor effort impact *HHS*' operating costs at *Hospital* after the effective date of this Agreement, a fee adjustment would be necessary. *Hospital* agrees to pay *HHS* any applicable state service or sales tax in addition to the



monthly fee. In the event that *Hospital* and *HHS* cannot agree on an appropriate fee adjustment to defray these unanticipated operating costs, *HHS* may terminate this Agreement by providing *HMA/Hospital* 30 days advance written notice to *HMA/Hospital*.

- D. For additional work outside the scope of this Agreement, *HHS* personnel are available at the applicable cost per labor hour, plus employer taxes and insurance.

## VII. LENGTH OF AGREEMENT

- A. This Agreement is effective January 1<sup>st</sup>, 2010 and runs through December 31<sup>st</sup>, 2013.

A.1 This entire Agreement (e.g., meaning all *Hospitals*) or any selection of the several agreements with the individual *Hospitals* may be terminated by any party by providing ninety (90) days advance written notice to the other parties.

A.2 This Agreement and individual *Hospital* Exhibits may be terminated by any party if a material breach of the Agreement is not promptly addressed as prescribed below. If either party believes the other is in material breach of any provision in this Agreement, that (offended) party shall deliver written notice to the other detailing specific breach complaints and the results necessary to restore pre-breach status. If breach complaints relating to unpaid service fees are not reasonably addressed and remedied within fifteen (15) days, the offended party may at its' discretion, give notice to the other party that at the end of an additional five (5) day period, the Agreement will be terminated. If other breach issues are not reasonably addressed and remedied within sixty (60) days, the offended party may at its' discretion, give notice to the other party that at the end of an additional thirty (30) day period, the Agreement will be terminated.

## VIII. NOTIFICATION

All notices (excluding payments) shall be sent to either party at the following addresses:

HMA  
Health Management Associates, Inc.  
5811 Pelican Bay Blvd., Suite 500  
Naples, Florida 34108  
Attn: Chief Executive Officer

HHS  
Hospital Housekeeping Systems, Ltd.  
JS Koppel Bldg., 322 Congress Avenue  
Austin, Texas 78701  
Attn: Chief Executive Officer

## IX. OTHER

A. *HHS* agrees to maintain workers compensation with statutory limits covering *HHS* personnel and operations at *Hospital*. *HHS* agrees to maintain general liability insurance with policy limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate covering *HHS* personnel and operations at *HMA/Hospital*. Evidence of such insurance is attached hereto as Exhibit D.

B. *HHS* shall indemnify the *HMA/Hospital* from any liability arising from any specific negligent act or willful misconduct by *HHS* or its employees or representatives in the performance of services provided in this Agreement. *Hospital* shall indemnify *HHS* from all liability arising from any specific negligent act or willful misconduct by *Hospital* or its employees or representatives. Indemnification will be limited to insurance coverage limits of the respective party (*HHS* or

*Hospital*,

C. In the event that an *HHS* employee is injured as a result of a needle stick or other similar incident involving sharps or bio-hazards, while working at the *Hospital*, *Hospital* shall provide a medical screening examination and stabilizing treatment in the Emergency Department.

D. This Agreement shall be governed in accordance with the laws of the State of Florida. In the event of any lawsuit to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs following a non-appealable final judgment on the merits. *Hospital* agrees to an interest charge of 7.5% per annum on any past due service fees payable under this Agreement. Venue of any disputes hereunder shall reside solely in the federal or state courts situated in Florida.

E. Medicare

The parties hereto do not anticipate that disclosure requirements under the Medicare/Medicaid Acts, or regulations promulgated thereunder, will require *HHS* to disclose or afford access to its books and records to the Secretary of Health and Human Services, the Comptroller General, or their representatives. However, if under such Acts or regulations, *HHS* should be deemed to be a subcontractor subject to the disclosure requirement of 42 U.S.C. §1395x(v)(1)(I), until the expiration of four (4) years following the completion of furnishing services under this Agreement, upon written request of *HMA/Hospital*, *HHS* shall make available to the Secretary of the Department of Health and Human Services, or to the Comptroller General or any duly authorized representatives thereof, a copy of this Agreement and such books, documents and records of *HHS* that are necessary to certify the nature and extent of any cost incurred by *HMA/Hospital*.

F. Equal Employment Opportunity

It is the policy of *HHS* to implement affirmatively equal opportunity to all qualified employees and applicants for employment without regard to race, color, sex, age, religion, handicap, veteran status or national origin. Positive action shall be taken to ensure the fulfillment of this policy including:

- Hiring, placement, upgrading, transfer, or other personnel action;
- Recruitment, advertising or solicitation for employment;
- Treatment during employment;
- Rates of pay or other forms of compensation;
- Selection for training;
- Layoff or termination.

G. All parties agree to respect and protect the proprietary assets of the other parties. These assets include, but are not limited to, knowledge of business operations, trade name, promotional materials and this Agreement. Exceptions must be authorized in writing by the consenting party.

H. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. The provisions of the Agreement shall apply to and bind the successors, administrators, and assigns of all parties to the Agreement.

- I. Neither party may assign this Agreement without the prior written consent of the other.
- J. **HHS** agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitations, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 CFR Part 142 (Collectively, the "Regulations"). **HHS** shall not use or further disclose any protected health information, as defined in 45 CFR 164.504, or identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"), other than as permitted by this agreement and the requirements of HIPAA or the Regulations. **HHS** will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. **HHS** will promptly report to **HMA** and **Hospital** any use or disclosures, of which **HHS** becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that **HHS** contracts with any agents to whom **HHS** provides Protected Health Information, **HHS** shall include provisions in such agreements pursuant to which **HHS** and such agents agree to the same restrictions and conditions that apply to **HHS** with respect to Protected Health Information. **HHS** will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by **HHS**, **HMA** or **Hospital** by virtue of this Subsection.
- K. Should any disputes arise under this Agreement, **HHS** agrees that it will not name **HMA** as a party as the proper party or parties is/are the relevant **Hospital(s)**.

Health Management Associates, Inc., as  
manager, on behalf of Hospitals Represented  
in Exhibits attached hereto

Signature: \_\_\_\_\_

Print Name: KELLY CURRY

Title: CEO

9-29-09 rcm  
10-29-09 rcm  
11-13-09 rcm  
12-14-09 rcm

Hospital Housekeeping Systems, Ltd.

Signature: \_\_\_\_\_

Print Name: Craig Holmes

Title: Chairman

Exhibits

- Exhibit A – Hospital Scope of Services (numbered for each affiliate *Hospital*)
- Exhibit B – Hospital Schedule of Supply and Equipment Purchasing Responsibility (numbered for each affiliate *Hospital*)
- Exhibit C – Hospital Payment for Services (numbered for each affiliate *Hospital*)
- Exhibit D – *HHS* Insurance Certificate
- Exhibit E – Training Information

## EXHIBIT A.32

### HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Health Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, Ltd. (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

**HOSPITAL FACILITY NAME AND ADDRESS:**

Amory HMA, LLC dba Gilmore Memorial  
Regional Medical Center

1105 Earl Frye Blvd

Amory, Mississippi 38821

**EFFECTIVE DATE OF HOSPITAL SERVICES:**

04/15/2012

**Hospital**

Signature: Greg J. Lee

Print Name: Greg J. Lee

Title: GVP

**HHS**

Signature: J. Hughes

Print Name: Jared Hughes

Title: CFO



## EXHIBIT A.32

# HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Health Management Associates, Inc. (HMA) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, Ltd. (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

### MANAGEMENT PERSONNEL

A full-time Department Director will be employed by HHS and assigned at Hospital.

### HOSPITAL FACILITY AND ACTIVITY STATISTICS --

	<u>Statistics</u>
Average Daily Census:	38
Average Length of Stay:	3.8
Average Daily Discharges:	8
Average Daily Transfers:	4
Average Daily Observation Patients:	2
Inpatient Surgeries per year:	1,000
Outpatient Surgeries per year:	3,000
Deliveries per year:	525
ER Visits per year:	18,500
Percentage Tile Flooring:	96%
Cleanable Square Footage*	189,642
Housekeeping Department Hours of Coverage:	24 Hours a Day/7 Days a Week

<u>Buildings to be serviced:</u>	<u># of Floors</u>	<u>Cleanable Square Footage</u>
Main Hospital	2	
ENT		
Wound Care		
Business Office		
Family Medical Clinic		
Wellness Center		
Rehab		
<b>TOTAL:*</b>		<b>189,642</b>

**EXHIBIT A.32****HOSPITAL SCOPE OF SERVICES**

Attached to Agreement by and between Health Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, Ltd. (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

**SCOPE OF SERVICE RESPONSIBILITIES:**

	<b><u>SERVICE AND FINANCIAL RESPONSIBILITY</u></b>		
	<b><u>CHECKED AS ASSIGNED</u></b>		
	<b><u>HHS</u></b>	<b><u>Hospital</u></b>	<b><u>N/A</u></b>
<b><u>LABOR AND DELIVERY</u></b>			
Labor & Delivery Rooms – Post Schedule (evening & terminal cleaning)	X		
Labor & Delivery Rooms – Post Case (daytime & in-between case cleaning)		X	
Nursery Cleaning		X	
Cleaning of Isolettes in NICU		X	
<b><u>EMERGENCY</u></b>			
E.R. – General Cleaning	X		
E.R. – In-Between Case Cleaning	X		
<b><u>OUTPATIENT SURGERY</u></b>			
Day Surgery Area – Post Schedule (evening & terminal cleaning)	X		
Day Surgery Area – Post Case (daytime & in-between case cleaning)	X		
Cleaning of Day Surgery Support Areas	X		
Bed Making in Recovery and Day Surgery Holding Rooms		X	
<b><u>CATH LAB</u></b>			
Cath Lab – Post Schedule (evening & terminal cleaning)	X		
Cath Lab – Post Case (daytime & in-between case cleaning)		X	
<b><u>SURGERY</u></b>			
Surgery Area - Post Schedule (evening & terminal cleaning)	X		
Surgery Area - Post Case (daytime & in-between case cleaning)	X		
Surgery Shelves and Technical Equipment Cleaning		X	
Cleaning of Non-Sterile Surgical Support	X		

**EXHIBIT A.32****HOSPITAL SCOPE OF SERVICES**

Attached to Agreement by and between Health Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, Ltd. (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

	<u>SERVICE AND FINANCIAL RESPONSIBILITY</u>		
	<u>CHECKED AS ASSIGNED</u>		
	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
<u>PATIENT AREA DUTIES</u>			
Cleaning of Patient Rooms	X		
Trash Pick-Up in Patient's Rooms (2 <sup>nd</sup> Shift)	X		
Bed Making of Occupied Patient Beds		X	
Cleaning of Patient Care Support Areas	X		
<u>PATIENT TRANSPORTATION</u>			
Patient Transportation		X	
Wheelchair and Stretcher Cleaning		X	
<u>KITCHEN</u>			
Main Dietary Kitchen Cleaning		X	
Main Dietary Kitchen Trash Removal		X	
Cleaning of Cafeteria (Walls & Floors Only)	X		
Cleaning of Cafeteria Tables & Chairs		X	
Trash Removal in Cafeteria		X	
<u>LINEN</u>			
Linen Distribution – Inventory & Distribution	X		
Removal of Linen on Bed Upon Discharge	X		
<u>OTHER AREAS</u>			
Cleaning of Specialty Units (CCU, SICU, NICU, PICU)	X		
Cleaning of Public Areas (Lobby, Waiting, Etc.)	X		
Cleaning of Office Areas	X		
Cleaning of Laboratory Areas	X		
Cleaning of Laboratory Glassware, Countertops & Sinks		X	
Cleaning of Pharmacy Areas	X		

**EXHIBIT A.32****HOSPITAL SCOPE OF SERVICES**

Attached to Agreement by and between Health Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, Ltd. (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

	<u>SERVICE AND FINANCIAL RESPONSIBILITY</u> <u>CHECKED AS ASSIGNED</u>		
	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
Cleaning of Therapy Areas (PT, OT, RT)	X		
Therapy Tub Cleaning & Polishing		X	
Cleaning of Radiology Areas	X		
Cleaning of Dialysis Areas	X		
Cleaning of Morgue/Autopsy Areas (as needed)	X		
Cleaning of Gift Shop		X	
Autoclave & Sterilizer Cleaning		X	
Cleaning of Central Sterile Supply		X	
Cleaning of Engineering Shop Areas except for trash pick-up		X	
Cleaning of Materials Management & Stores except for offices		X	
<u>MISCELLANEOUS</u>			
Furniture Moving (2 dedicated hours/wk.)	X		
Meeting Room Setup (_dedicated hours/wk.)		X	
Grounds and Parking Lot Policing (_dedicated hours/wk.)		X	
IV Pumps and Any Rolling Stock		X	
Cleaning of Portable Toilets		X	
Oscillating / Portable Fans		X	
Cubicle Curtains		X	
Computer Screens		X	
Hazardous Chemical Spills		X	
Messenger Service, Ice Delivery and Non-Housekeeping Supply Delivery		X	
Exterior Windows (Outside Contractor)		X	

## EXHIBIT A.32

### HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Health Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, Ltd. (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

**Clarification Notes:**




## EXHIBIT A.32 - HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Health Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, Ltd. (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center)

### PLANNED SERVICE FREQUENCIES:

Area of Responsibility	Coverage Days/Week	Strip & Refinish	Total Carpet Cleaning	Total Window Cleaning (inside)	Total Wall Washing	Cubical Curtains	Shower Curtains	Additional Policing	Bonnet Carpet Cleaning	Buff	Damp Wipe	Damp Mop	Dust Mop	Vacuum & Spot Clean	High Damp Dust	Empty Trash Refill Dispenser
Patient Rooms	7	y	y	y	y	y	y	d	w	2w	d	d	d	d	w	d
Specialty Units (CCU, SICU, NICU, PICU)	7	y	y	y	y	y	y	d	w	2w	d	d	d	d	w	d
Patient Care Support Areas	7	y	y	y	y	y	y	d	m	2w	d	d	d	d	w	d
Public Areas (Lobby, Waiting, etc.)	7	y	y	y	y	y	-	3d	m	3w	d	d	d	2d	w	d
Non Sterile Surgical Support	5+	y	y	y	y	y	y	-	m	w	d	d	d	d	w	d
Sterile OR	5+	y	y	y	y	y	y	-	-	-	d	d	d	-	d	2d
Office Areas	5	y	y	y	y	y	-	-	m	m	d	d	d	d	w	d
Laboratory Areas	5+	y	y	y	y	y	y	d	-	2w	d	d	d	d	w	d
Pharmacy Areas	5+	y	y	y	y	y	y	d	m	2w	d	d	d	d	w	d
Therapy Areas (PT, OT, RT)	5+	y	y	y	y	y	y	-	m	2w	d	d	d	d	w	d
Radiology Areas	5+	y	y	y	y	y	y	-	m	2w	d	d	d	d	w	d
Dialysis Areas	5	y	y	y	y	y	y	-	m3	2w	d	d	d	d	w	d
All Outpatient Service Areas	5	y	y	y	y	y	y	-	m	2w	d	d	d	d	w	d
Labor and Delivery (Sterile)	7	y	y	y	y	y	y	d	-	-	d	d	d	-	d	d
Labor and Delivery (Support)	7	y	y	y	y	y	y	d	-	2w	d	d	d	-	d	d
Emergency Room	7	y	y	y	y	y	y	d	w	3w	d	d	d	2d	w	d
General Stores	1	y	y	y	y	y	-	-	m	w	w	w	w	w	w	w
Morgue/Autopsy Area (As Needed)	r	y	y	y	y	y	-	-	m	m	d	d	d	d	w	d
Kitchen																
Cafeteria (Walls and Floors Only)	7	y	y	y	y	y	-	d	w	2w	d	d	d	d	w	d
Gift Shop	7	y	y	y	y	y	-	d	m	w	d	d	d	d	w	d
LEGEND																
3w	three times weekly	d	Daily	y	yearly	r	as requested	NOTE:								
2w	two times weekly	w	Weekly	m3	every three months											
3d	three times daily	m	Monthly	m6	every six months											
2d	two times daily	-	not applicable	+	reduced coverage on off days											

**EXHIBIT B.32**

**HOSPITAL SCHEDULE OF SUPPLY AND EQUIPMENT  
PURCHASING RESPONSIBILITY**

Attached to Agreement by and between Health Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, Ltd. (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

**HOSPITAL FACILITY NAME AND ADDRESS:**

Amory HMA, LLC dba Gilmore Memorial  
Regional Medical Center

1105 Earl Frye Blvd

Amory, Mississippi 38821

**EFFECTIVE DATE OF HOSPITAL SERVICES:**

04/15/2012

**EXHIBIT B.32****HOSPITAL SCHEDULE OF SUPPLY AND EQUIPMENT  
PURCHASING RESPONSIBILITY**

Attached to Agreement by and between Health Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, Ltd. (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

	SERVICE AND FINANCIAL RESPONSIBILITY CHECKED AS ASSIGNED		
	HHS	Hospital	N/A
<b>Cleaning Chemicals</b>			
Germicidal Disinfectant	X		
Bowl Cleaner	X		
All-Purpose Cleaner	X		
Window Cleaner	X		
Stainless Steel Polish	X		
Floor Finish	X		
Stripper	X		
Carpet Spotter	X		
Shampoo	X		
All other necessary cleaning chemicals	X		
<b>Expendable and Other Supplies</b>			
Regular Trash Liners		X	
Paper Hand Towels		X	
Toilet Tissue		X	
Bio Hazardous Waste (Red) Bags		X	
Bio Hazardous Linen & Laundry Bags		X	
Sanitary Napkins		X	
Solid Deodorant		X	
Sterile Surgical Supplies		X	
Non-Surgical Liquid Hand Soap		X	
Surgical Hand Soaps		X	
Hand Sanitizer		X	
Dietary Supplies		X	
Office Supplies		X	
All other expendable supply items		X	
<b>External Services</b>			
Dumpster and Compactor Service		X	
Offsite Hazardous Waste Removal		X	
Outside Window Washing		X	
Floor Pad Service		X	
Pest Extermination		X	
Messenger service, ice delivery and non-housekeeping supply delivery.		X	
HAZMAT Contracting		X	
Laundering of Mop Heads		X	

**EXHIBIT B.32****HOSPITAL SCHEDULE OF SUPPLY AND EQUIPMENT  
PURCHASING RESPONSIBILITY**

Attached to Agreement by and between Health Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, Ltd. (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

Equipment	HHS	Hospital	N/A
Cleaning Carts		X	
Buckets		X	
Wringers		X	
Vacuums		X	
Floor Machines (power equipment)		X	
Trash Carts		X	
Linen Carts		X	
Mop Sticks		X	
Buffing Pads		X	
Mop Heads		X	
Wet Mops		X	
Micro-Mop Equipment (directly impacts staffing)		X	
Dust Mops		X	
Cleaning Rags		X	
Minor Hand Tools		X	
Other Misc. Housekeeping Equipment (as required)		X	

## EXHIBIT C.32

### HOSPITAL PAYMENT FOR SERVICES

Attached to Agreement by and between **Health Management Associates, Inc. (HMA)** and  
**affiliated Hospitals (Hospital)** and **Hospital Housekeeping Systems, Ltd. (HHS)** for Amory  
HMA, LLC dba Gilmore Memorial Regional Medical Center

**HOSPITAL FACILITY NAME AND ADDRESS:**

Amory HMA, LLC dba Gilmore Memorial  
Regional Medical Center

1105 Earl Frye Blvd

Amory, Mississippi 38821

**EFFECTIVE DATE OF HOSPITAL SERVICES:**

04/15/2012



## EXHIBIT C.32

### HOSPITAL PAYMENT FOR SERVICES

Attached to Agreement by and between **Health Management Associates, Inc. (HMA)** and  
**affiliated Hospitals (Hospital)** and **Hospital Housekeeping Systems, Ltd. (HHS)** for Amory  
HMA, LLC dba Gilmore Memorial Regional Medical Center

<b>Cleanable Square Feet</b>		<b>189,642</b>
<b>LABOR</b>		
<b>Management Labor</b>		<b>\$55,000.00</b>
<b>Management Benefits</b>		<b>\$13,750.00</b>
<b>Hourly Labor</b>		<b>\$351,886.08</b>
<b>Hourly Benefits</b>		<b>\$59,820.63</b>
	<b>TOTAL LABOR</b>	<b>\$480,456.71</b>
<b>Directs</b>		
Chemicals		<b>\$14,523.60</b>
Soap		<b>\$0.00</b>
Employee Expense		<b>\$1,376.55</b>
Training		<b>\$0.00</b>
Postage		<b>\$0.00</b>
Office Expense		<b>\$0.00</b>
Uniforms		<b>\$0.00</b>
Depreciation		<b>\$0.00</b>
Travel Expenses		<b>\$0.00</b>
Relocation & One Time Start Up Fees		<b>\$7,500.00</b>
Contributions & Donations		<b>\$0.00</b>
Communications		<b>\$0.00</b>
Drug Screens & Background Checks		<b>\$2,094.75</b>
Computer		<b>\$0.00</b>
Equip Minor Purchases		<b>\$0.00</b>
Health Costs		<b>\$0.00</b>
General & Administrative Fees		<b>\$56,857.50</b>
	<b>TOTAL SUPPLIES and SERVICES</b>	<b>\$82,352.40</b>
<b>MANAGEMENT FEE</b>	<b>4.00%</b>	<b>\$22,512.36</b>
	<b>TOTAL OPERATING EXPENSE</b>	<b>\$585,321.48</b>

## EXHIBIT C.32

### HOSPITAL PAYMENT FOR SERVICES

Attached to Agreement by and between **Health Management Associates, Inc. (HMA)** and  
**affiliated Hospitals (Hospital)** and **Hospital Housekeeping Systems, Ltd. (HHS)** for Amory  
HMA, LLC dba Gilmore Memorial Regional Medical Center

<b>Cost Per Cleanable Square Foot</b>	<b>\$3.09</b>
<b>Management Fee Percentage</b>	<b>4.00%</b>
<b>Hourly Benefits Percent</b>	<b>17.00%</b>
<b>Management Benefits Percent</b>	<b>25.00%</b>
<b>Management FTE's</b>	<b>1.00</b>
<b>Hourly FTE's</b>	<b>19.95</b>
<b>Total Paid FTE's</b>	<b>20.95</b>
<b>Average Hourly Rate</b>	<b>\$8.48</b>

## EXHIBIT D.32

### HHS CERTIFICATE OF INSURANCE

Attached to Agreement by and between **Health Management Associates, Inc. (HMA)** and affiliated Hospitals  
**(Hospital)** and **Hospital Housekeeping Systems, Ltd. (HHS)** for Amory HMA, LLC dba Gilmore Memorial  
Regional Medical Center

**HOSPITAL FACILITY NAME AND ADDRESS:**

Amory HMA, LLC dba Gilmore Memorial  
Regional Medical Center

1105 Earl Frye Blvd

Amory, Mississippi 38821

**EFFECTIVE DATE OF HOSPITAL SERVICES:**

04/15/2012



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: AF

 DATE (MM/DD/YYYY)  
 03/20/12

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 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).

<b>PRODUCER</b> Frost Insurance - Austin 401 Congress Ave. Ste 1400 Austin, TX 78701 Stacy Flores	512-473-4520 512-473-4555	<b>CONTACT NAME:</b> Karen Lawrence, CIC <b>PHONE:</b> (A/C, No, Ext): 512-473-4828 <b>FAX:</b> (A/C, No): 512-473-4555 <b>E-MAIL:</b> karen.lawrence@frostinsurance.com <b>PRODUCER CUSTOMER ID #:</b> HOSPI-4														
<b>INSURED</b> Hospital Housekeeping Systems, Ltd. P O Box 2292 Austin, TX 78767-2292	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Catlin Specialty Ins Co</td> <td></td> </tr> <tr> <td><b>INSURER B:</b> Sentinel Ins Company LTD</td> <td></td> </tr> <tr> <td><b>INSURER C:</b> The Hartford</td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Catlin Specialty Ins Co		<b>INSURER B:</b> Sentinel Ins Company LTD		<b>INSURER C:</b> The Hartford		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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<b>INSURER C:</b> The Hartford																
<b>INSURER D:</b>																
<b>INSURER E:</b>																
<b>INSURER F:</b>																

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		XGC977581112	11/01/11	11/01/12	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)
						\$ 250,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person)
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					\$ EXCLUDED
B	<b>AUTOMOBILE LIABILITY</b>		65UUNPN5307	04/16/11	04/16/12	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO					\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person)
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> NON-OWNED AUTOS					\$
A	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR	UMC977591112	11/01/11	11/01/12	EACH OCCURRENCE
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				\$ 5,000,000
	<b>DEDUCTIBLE</b>					AGGREGATE
	<input checked="" type="checkbox"/> RETENTION \$ 50,000					\$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	65WBZJ3270	04/16/11	04/16/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE
						\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT
						\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 PC 456

## CERTIFICATE HOLDER

## CANCELLATION

<b>GILMORE</b>  Gilmore Memorial Regional Medical Center 1105 Earl Frye Blvd Amory, MS 38821	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/09)

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**EXHIBIT E.32**

## HHS TRAINING INFORMATION

Attached to Agreement by and between **Health Management Associates, Inc. (HMA)** and affiliated **Hospitals (*Hospital*)** and **Hospital Housekeeping Systems, Ltd. (HHS)** for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

**HOSPITAL FACILITY NAME AND ADDRESS:**

Amory HMA, LLC dba  
Gilmore Memorial Regional Medical  
Center.

1105 Earl Frye Blvd

Amory, Mississippi 38821

**EFFECTIVE DATE OF HOSPITAL SERVICES:**

04/15/2012



## EXHIBIT E.32

### HHS TRAINING INFORMATION

Attached to Agreement by and between Health Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, Ltd. (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

#### Training Education Overview

All training programs will include an extensive on-site library of multi-media educational material and supplies. Testing in technical skill's components is provided to assist in developing staff and providing a sense of professionalism to the employee. HHS provides thorough training on patient interfacing, customer relations, communication with hospital staff and visitors, and other important training subjects listed by OSHA and JCAHO. A detailed description of the employee and director training program is included in this section of the Business Plan.

Classroom training will not supplement the "OJT" training. The OJT instruction will begin with the new employee observing and questioning as the tasks are performed. As the employee feels comfortable with the tasks to be performed, he/she will begin assisting the training instructor in completing the assigned tasks.

#### Training and Education

##### Employee Training

The HHS training program is designed to provide the employee with the following:

1. A welcome and general hospital/departmental orientation.
2. The knowledge and skills necessary to perform the assigned task.
3. An overall understanding of the importance of his/her job and the department's function.

In the initial training phase, HHS uses video cassettes and on-the-job training (OJT) with a designated training manager or lead training instructor. During the employee's first week of training he/she will view training videos covering the following:

- ◆ Orientation
- ◆ Policing
- ◆ Patient room cleaning
- ◆ Isolation room cleaning
- ◆ Restrooms
- ◆ Checkouts/dismissal cleaning
- ◆ Isolation checkouts/dismissal cleaning
- ◆ Ancillary/research areas
- ◆ Corridor care and spray buffing
- ◆ Floor stripping/carpet care
- ◆ Surgery and delivery
- ◆ Bio-hazardous waste & trash

## EXHIBIT E.32

### HHS TRAINING INFORMATION

Attached to Agreement by and between **Health Management Associates, Inc. (HMA)** and affiliated **Hospitals (Hospital)** and **Hospital Housekeeping Systems, Ltd. (HHS)** for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

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The OJT instruction will begin with the new employee observing and questioning as the tasks are performed. As the employee feels comfortable with the tasks to be performed, he/she will begin assisting the training instructor in completing the assigned tasks.

The final phase will be the new employee completing the assigned tasks on his/her own with the training instructor and supervisor inspecting the final product. Both the instructor and the supervisor will "sign-off" on the new employee upon completion of the classroom and on-the-job training. Employees who fail to meet the required quality standards during training are usually easily identifiable. Supervisors will work more closely with these individuals. However, should there be little or no improvement, it is in the best interest of the housekeeping department that the employee be discharged prior to the end of the probationary period.

#### **Continuing In-Service Training**

The management training coordinator provides continuing in-service training. The HHS in-service education program will:

- ◆ Cross-train employees in other areas of responsibility
- ◆ Improve knowledge in complexities of the hospital environment
- ◆ Upgrade or introduce new skills, equipment, and cleaning chemicals
- ◆ Provide a documented system to assess employee needs
- ◆ Generate greater appreciation of the department staff by other housekeeping staff members

In-service education and training is accomplished through monthly employee meetings, in-services by other housekeeping disciplines, presentations by an outside product specialist and through the viewing of specific training films.

#### **Retraining**

In order to meet the needs of long-term employees, retraining is necessary and ongoing. Employees who have been rehired or employees returning to work after an extended absence are also retrained. The Director will be responsible for:

- ◆ Reviewing hospital policies
- ◆ Reviewing department policies/work rules
- ◆ Reviewing procedures
- ◆ Reviewing area assignments
- ◆ Providing instruction by OJT instructor
- ◆ Training compliant with Federal, state & local regulations

## EXHIBIT E.32

### HHS TRAINING INFORMATION

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#### Management Supervisory Training

Effective on-site management and supervision is critical to the success and implementation of the HHS program and its systems. This first phase is an intense 2-week management training program and ends in a formal review by the training manager. In second phase, each management candidate will spend approximately 18 months at their first facility under direct supervision from on-site and area management. This allows for a full comfort level with our systems as well as the savvy in knowing when & how to use them.

This foundation, combined with our multi-tiered mentoring programs, provides your facility with high-caliber managers that can integrate seamlessly into your facility and provide the highest quality results.

The following are some of the issues reviewed during the 1<sup>st</sup> Phase:

#### First Phase

##### Exposure to Technical Functions

- ◆ Carpet Cleaning Systems
- ◆ Patient Area Cleaning
- ◆ Sterile Area Cleaning
- ◆ Hard Floor Care Systems
- ◆ Ancillary Area Cleaning
- ◆ Office Cleaning
- ◆ Equipment Cleaning and Maintenance

##### Basic Supervisory Skills

- ◆ Quality Improvement Systems – formal and informal rounds
- ◆ Work Measurement and Control – job description layout
- ◆ Progressive Disciplinary Process and
- ◆ Corrective Action
- ◆ Cost Control / Budgeting
- ◆ Employee Relations
- ◆ Customer Relations
- ◆ Scheduling
- ◆ Basic Management Principles

## EXHIBIT A.32

### HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Hospital Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, LLC (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

HOSPITAL FACILITY NAME AND ADDRESS:

Amory HMA, LLC dba Gilmore Memorial  
Regional Medical Center

1105 Earl Frye Blvd

Amory, Mississippi 38821

EFFECTIVE DATE OF HOSPITAL SERVICES:

01/01/2013

Hospital

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Gray J. L...*  
*Gray J. L...*  
*SVP*

HHS

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*J. Hughes*  
*Jared Hughes*  
*CFO*

## EXHIBIT A.32

### HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Hospital Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, LLC (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

#### MANAGEMENT PERSONNEL

A full-time Department Director will be employed by HHS and assigned at Hospital.

#### HOSPITAL FACILITY AND ACTIVITY STATISTICS –

	<u>Statistics</u>
Average Daily Census:	31
Average Length of Stay:	3.85
Average Daily Discharges:	8
Average Daily Transfers:	4
Average Daily Observation Patients:	1.10
Inpatient Surgeries per year:	973
Outpatient Surgeries per year:	3,622
Deliveries per year:	628
ER Visits per year:	20,412
Percentage Tile Flooring:	96%
Cleanable Square Footage*	189,642
Housekeeping Department Hours of Coverage:	24 Hours a Day/7 Days a Week

<u>Buildings to be serviced:</u>	<u># of Floors</u>	<u>Cleanable Square Footage</u>
Main Hospital	2	
ENT		
Wound Care		
Business Office		
Family Medical Clinic		
Wellness Center		
Rehab		
<b>TOTAL:*</b>		<b>189,642</b>

## EXHIBIT A.32

# HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Hospital Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, LLC (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

### SCOPE OF SERVICE RESPONSIBILITIES:

	<u>SERVICE AND FINANCIAL RESPONSIBILITY</u> <u>CHECKED AS ASSIGNED</u>		
	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
<u>LABOR AND DELIVERY</u>			
Labor & Delivery Rooms – Post Schedule (evening & terminal cleaning)	X		
Labor & Delivery Rooms – Post Case (daytime & in-between case cleaning)		X	
Nursery Cleaning		X	
Cleaning of Isolettes in NICU		X	
<u>EMERGENCY</u>			
E.R. – General Cleaning	X		
E.R. – In-Between Case Cleaning	X		
<u>OUTPATIENT SURGERY</u>			
Day Surgery Area – Post Schedule (evening & terminal cleaning)	X		
Day Surgery Area – Post Case (daytime & in-between case cleaning)	X		
Cleaning of Day Surgery Support Areas	X		
Bed Making in Recovery and Day Surgery Holding Rooms		X	
<u>CATH LAB</u>			
Cath Lab – Post Schedule (evening & terminal cleaning)	X		
Cath Lab – Post Case (daytime & in-between case cleaning)		X	
<u>SURGERY</u>			
Surgery Area - Post Schedule (evening & terminal cleaning)	X		
Surgery Area - Post Case (daytime & in-between case cleaning)	X		
Surgery Shelves and Technical Equipment Cleaning		X	
Cleaning of Non-Sterile Surgical Support	X		



## EXHIBIT A.32

### HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Hospital Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, LLC (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

	SERVICE AND FINANCIAL RESPONSIBILITY CHECKED AS ASSIGNED		
	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
<u>PATIENT AREA DUTIES</u>			
Cleaning of Patient Rooms	X		
Trash Pick-Up in Patient's Rooms (2 <sup>nd</sup> Shift)	X		
Bed Making of Occupied Patient Beds		X	
Cleaning of Patient Care Support Areas	X		
<u>PATIENT TRANSPORTATION</u>			
Patient Transportation		X	
Wheelchair and Stretcher Cleaning		X	
<u>KITCHEN</u>			
Main Dietary Kitchen Cleaning		X	
Main Dietary Kitchen Trash Removal		X	
Cleaning of Cafeteria (Walls & Floors Only)	X		
Cleaning of Cafeteria Tables & Chairs		X	
Trash Removal in Cafeteria		X	
<u>LINEN</u>			
Linen Distribution – Inventory & Distribution	X		
Removal of Linen on Bed Upon Discharge	X		
<u>OTHER AREAS</u>			
Cleaning of Specialty Units (CCU, SICU, NICU, PICU)	X		
Cleaning of Public Areas (Lobby, Waiting, Etc.)	X		
Cleaning of Office Areas	X		
Cleaning of Laboratory Areas	X		
Cleaning of Laboratory Glassware, Countertops & Sinks		X	
Cleaning of Pharmacy Areas	X		

## EXHIBIT A.32

### HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Hospital Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, LLC (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

	SERVICE AND FINANCIAL RESPONSIBILITY CHECKED AS ASSIGNED		
	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
Cleaning of Therapy Areas (PT, OT, RT)	X		
Therapy Tub Cleaning & Polishing		X	
Cleaning of Radiology Areas	X		
Cleaning of Dialysis Areas	X		
Cleaning of Morgue/Autopsy Areas (as needed)	X		
Cleaning of Gift Shop		X	
Autoclave & Sterilizer Cleaning		X	
Cleaning of Central Sterile Supply		X	
Cleaning of Engineering Shop Areas except for trash pick-up		X	
Cleaning of Materials Management & Stores except for offices		X	
<u>MISCELLANEOUS</u>			
Furniture Moving (2 dedicated hours/wk.)	X		
Meeting Room Setup (_dedicated hours/wk.)		X	
Grounds and Parking Lot Policing (_dedicated hours/wk.)		X	
IV Pumps and Any Rolling Stock		X	
Cleaning of Portable Toilets		X	
Oscillating / Portable Fans		X	
Cubicle Curtains		X	
Computer Screens		X	
Hazardous Chemical Spills		X	
Messenger Service, Ice Delivery and Non-Housekeeping Supply Delivery		X	
Exterior Windows (Outside Contractor)		X	

## EXHIBIT A.32

### HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Hospital Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, LLC (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

Clarification Notes:


## EXHIBIT A.32 - HOSPITAL SCOPE OF SERVICES

Attached to Agreement by and between Hospital Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, LLC (HHS) for Amory HMA, LLC dba  
Gilmore Memorial Regional Medical Center)

### PLANNED SERVICE FREQUENCIES:

Area of Responsibility	Coverage Days/Week	Strip & Refinish	Total Carpet Cleaning	Total Window Cleaning (inside)	Total Wall Washing	Cubical Curtains	Shower Curtains	Additional Policing	Bonnet Carpet Cleaning	Buff	Damp Wipe	Damp Mop	Dust Mop	Vacuum & Spot Clean	High Damp Dust	Empty Trash Refill Dispenser
Patient Rooms	7	y	y	y	y	y	y	d	w	2w	d	d	d	d	w	d
Specialty Units (CCU,SICU,NICU,PICU)	7	y	y	y	y	y	y	d	w	2w	d	d	d	d	w	d
Patient Care Support Areas	7	y	y	y	y	y	y	d	m	2w	d	d	d	d	w	d
Public Areas (Lobby, Waiting, etc.)	7	y	y	y	y	y	-	3d	m	3w	d	d	d	2d	w	d
Non Sterile Surgical Support	5+	y	y	y	y	y	y	-	m	w	d	d	d	d	w	d
Sterile OR	5+	y	y	y	y	y	y	-	-	-	d	d	d	-	d	2d
Office Areas	5	y	y	y	y	y	-	-	m	m	d	d	d	d	w	d
Laboratory Areas	5+	y	y	y	y	y	y	d	-	2w	d	d	d	d	w	d
Pharmacy Areas	5+	y	y	y	y	y	y	d	m	2w	d	d	d	d	w	d
Therapy Areas (PT, OT, RT)	5+	y	y	y	y	y	y	-	m	2w	d	d	d	d	w	d
Radiology Areas	5+	y	y	y	y	y	y	-	m	2w	d	d	d	d	w	d
Dialysis Areas	5	y	y	y	y	y	y	-	m3	2w	d	d	d	d	w	d
All Outpatient Service Areas	5	y	y	y	y	y	y	-	m	2w	d	d	d	d	w	d
Labor and Delivery (Sterile)	7	y	y	y	y	y	y	d	-	-	d	d	d	-	d	d
Labor and Delivery (Support)	7	y	y	y	y	y	y	d	-	2w	d	d	d	-	d	d
Emergency Room	7	y	y	y	y	y	y	d	w	3w	d	d	d	2d	w	d
General Stores	1	y	y	y	y	y	-	-	m	w	w	w	w	w	w	w
Morgue/Autopsy Area (As Needed)	r	y	y	y	y	y	-	-	m	m	d	d	d	d	w	d
Kitchen																
Cafeteria (Walls and Floors Only)	7	y	y	y	y	y	-	d	w	2w	d	d	d	d	w	d
Gift Shop	7	y	y	y	y	y	-	d	m	w	d	d	d	d	w	d
<b>LEGEND</b>																
3w	three times weekly	d	Daily	y	yearly	r	as requested	<b>NOTE:</b>								
2w	two times weekly	w	Weekly	m3	every three months											
3d	three times daily	m	Monthly	m6	every six months											
2d	two times daily	--	not applicable	+	reduced coverage on off days											

## EXHIBIT B.32

### HOSPITAL SCHEDULE OF SUPPLY AND EQUIPMENT PURCHASING RESPONSIBILITY

Attached to Agreement by and between Hospital Management Associates, Inc. (*HMA*) and  
affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, LLC (*HHS*) for Amory HMA, LLC  
dba Gilmore Memorial Regional Medical Center

**HOSPITAL FACILITY NAME AND ADDRESS:**

Amory HMA, LLC dba Gilmore Memorial  
Regional Medical Center

1105 Earl Frye Blvd

Amory, Mississippi 38821

**EFFECTIVE DATE OF HOSPITAL SERVICES:**

01/01/2013

## EXHIBIT B.32

### HOSPITAL SCHEDULE OF SUPPLY AND EQUIPMENT PURCHASING RESPONSIBILITY

Attached to Agreement by and between Hospital Management Associates, Inc. (HMA) and affiliated Hospitals (Hospital) and Hospital Housekeeping Systems, LLC (HHS) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

	SERVICE AND FINANCIAL RESPONSIBILITY CHECKED AS ASSIGNED		
	HHS	Hospital	N/A
<b>Cleaning Chemicals</b>			
Germicidal Disinfectant	X		
Bowl Cleaner	X		
All-Purpose Cleaner	X		
Window Cleaner	X		
Stainless Steel Polish	X		
Floor Finish	X		
Stripper	X		
Carpet Spotter	X		
Shampoo	X		
All other necessary cleaning chemicals	X		
<b>Expendable and Other Supplies</b>			
Regular Trash Liners		X	
Paper Hand Towels		X	
Toilet Tissue		X	
Bio Hazardous Waste (Red) Bags		X	
Bio Hazardous Linen & Laundry Bags		X	
Sanitary Napkins		X	
Solid Deodorant		X	
Sterile Surgical Supplies		X	
Non-Surgical Liquid Hand Soap		X	
Surgical Hand Soaps		X	
Hand Sanitizer		X	
Dietary Supplies		X	
Office Supplies		X	
All other expendable supply items		X	
<b>External Services</b>			
Dumpster and Compactor Service		X	
Offsite Hazardous Waste Removal		X	
Outside Window Washing		X	
Floor Pad Service		X	
Pest Extermination		X	
Messenger service, ice delivery and non-housekeeping supply delivery.		X	
HAZMAT Contracting		X	
Laundering of Mop Heads		X	



## EXHIBIT B.32

### HOSPITAL SCHEDULE OF SUPPLY AND EQUIPMENT PURCHASING RESPONSIBILITY

Attached to Agreement by and between Hospital Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, LLC (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

	HHS	Hospital	N/A
Equipment		X	
Cleaning Carts		X	
Buckets		X	
Wringers		X	
Vacuums		X	
Floor Machines (power equipment)		X	
Trash Carts		X	
Linen Carts		X	
Mop Sticks		X	
Buffing Pads		X	
Mop Heads		X	
Wet Mops		X	
Micro Mop Equipment (directly impacts staffing)		X	
Dust Mops		X	
Cleaning Rags		X	
Minor Hand Tools		X	
Other Misc. Housekeeping Equipment (as required)		X	

## EXHIBIT C.32

### HOSPITAL PAYMENT FOR SERVICES

Attached to Agreement by and between **Hospital Management Associates, Inc. (HMA)** and  
**affiliated Hospitals (Hospital)** and **Hospital Housekeeping Systems, LLC (HHS)** for Amory  
HMA, LLC dba Gilmore Memorial Regional Medical Center

---

**HOSPITAL FACILITY NAME AND ADDRESS:**

Amory HMA, LLC dba Gilmore Memorial  
Regional Medical Center

1105 Earl Frye Blvd

Amory, Mississippi 38821

**EFFECTIVE DATE OF HOSPITAL SERVICES:**

01/01/2013

## EXHIBIT C.32

### HOSPITAL PAYMENT FOR SERVICES

Attached to Agreement by and between Hospital Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, LLC (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

Cleanable Square Feet		189,642
<b>LABOR</b>		
Management Labor		\$56,650.00
Management Benefits		\$14,162.50
Hourly Labor		\$404,686.56
Hourly Benefits		\$68,796.71
<b>TOTAL LABOR</b>		<b>\$544,295.77</b>
<b><u>Directs</u></b>		
Chemicals		\$16,794.96
Soap		\$0.00
Employee Expense		\$1,000.00
Training		\$0.00
Postage		\$130.00
Office Expense		\$250.00
Uniforms		\$0.00
Depreciation		\$0.00
Travel Expenses		\$0.00
Relocation - One Time Start Up Expense		\$1,875.00
Contributions & Donations		\$0.00
Communications		\$0.00
Drug Screens & Background Checks		\$3,000.00
Contract Services		\$0.00
Computer		\$0.00
Advertising		\$0.00
Equip Minor Purchases		\$0.00
Pagers		\$0.00
Contract Labor		\$0.00
Dues & Subscriptions		\$0.00
Over/Under		\$0.00
General & Administrative Fees (Current)	2,850	\$0.00
General & Administrative Fees (Revised)	2,500	\$57,675.00
<b>TOTAL SUPPLIES and SERVICES</b>		<b>\$80,724.96</b>
<b>MANAGEMENT FEE</b>	<b>4.00%</b>	<b>\$25,000.83</b>
<b>TOTAL OPERATING EXPENSE</b>		<b>\$650,021.56</b>

## EXHIBIT C.32

### HOSPITAL PAYMENT FOR SERVICES

Attached to Agreement by and between **Hospital Management Associates, Inc. (HMA)** and  
**affiliated Hospitals (Hospital)** and **Hospital Housekeeping Systems, LLC (HHS)** for Amory  
HMA, LLC dba Gilmore Memorial Regional Medical Center

Cost Per Cleanable Square Foot	\$3.43
Management Fee Percentage	4.00%
Hourly Benefits Percent	17.00%
Management Benefits Percent	25.00%
Management FTE's	1.00
Hourly FTE's	23.07
Total Paid FTE's	24.07
Average Hourly Rate	\$8.52

## EXHIBIT D.32

### HHS CERTIFICATE OF INSURANCE

Attached to Agreement by and between Hospital Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, LLC (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

HOSPITAL FACILITY NAME AND ADDRESS:

Amory HMA, LLC dba Gilmore Memorial  
Regional Medical Center

1105 Earl Frye Blvd

Amory, Mississippi 38821

EFFECTIVE DATE OF HOSPITAL SERVICES:

01/01/2013



# CERTIFICATE OF LIABILITY INSURANCE

HOSPI-4

OP ID: CR

DATE (MM/DD/YYYY)

10/18/12

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 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).

<b>PRODUCER</b> Frost Insurance - Austin 401 Congress Ave. Ste 1400 Austin, TX 78701 Stacy Flores		512-473-4520 512-473-4555	<b>CONTACT NAME:</b> Karen Lawrence <b>PHONE (A/C, No. Ext):</b> 512-473-4828 <b>FAX (A/C, No):</b> 512-473-4555 <b>E-MAIL ADDRESS:</b> karen.lawrence@frostinsurance.com
<b>INSURED</b> Hospital Housekeeping Systems, LLC 216 East 4th Street Austin, TX 78701		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The Hartford INSURER B: Catlin Specialty Ins Co INSURER C: Sentinel Ins Company LTD INSURER D: INSURER E: INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		XGC977581113	11/01/12	11/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		65UUNPN5307	04/16/12	04/16/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESSLIAB DED <input checked="" type="checkbox"/> RETENTION \$ 50,000		UMC977591113	11/01/12	11/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	65WNS19100	04/16/12	04/16/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 PC #456

## CERTIFICATE HOLDER

## CANCELLATION

<b>GILMORE</b>  Gilmore Memorial Regional Medical Center 1105 Earl Frye Blvd Amory, MS 38821	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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## EXHIBIT E.32

### HHS TRAINING INFORMATION

Attached to Agreement by and between Hospital Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, LLC (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

HOSPITAL FACILITY NAME AND ADDRESS:

Amory HMA, LLC dba  
Gilmore Memorial Regional Medical  
Center.

1105 Earl Frye Blvd

Amory, Mississippi 38821

EFFECTIVE DATE OF HOSPITAL SERVICES:

01/01/2013

## EXHIBIT E.32

### HHS TRAINING INFORMATION

Attached to Agreement by and between Hospital Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, LLC (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

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#### Training Education Overview

All training programs will include an extensive on-site library of multi-media educational material and supplies. Testing in technical skill's components is provided to assist in developing staff and providing a sense of professionalism to the employee. HHS provides thorough training on patient interfacing, customer relations, communication with hospital staff and visitors, and other important training subjects listed by OSHA and JCAHO. A detailed description of the employee and director training program is included in this section of the Business Plan.

Classroom training will not supplement the "OJT" training. The OJT instruction will begin with the new employee observing and questioning as the tasks are performed. As the employee feels comfortable with the tasks to be performed, he/she will begin assisting the training instructor in completing the assigned tasks.

#### Training and Education

##### Employee Training

The HHS training program is designed to provide the employee with the following:

1. A welcome and general hospital/departmental orientation.
2. The knowledge and skills necessary to perform the assigned task.
3. An overall understanding of the importance of his/her job and the department's function.

In the initial training phase, HHS uses video cassettes and on-the-job training (OJT) with a designated training manager or lead training instructor. During the employee's first week of training he/she will view training videos covering the following:

- ◆ Orientation
- ◆ Policing
- ◆ Patient room cleaning
- ◆ Isolation room cleaning
- ◆ Restrooms
- ◆ Checkouts/dismissal cleaning
- ◆ Isolation checkouts/dismissal cleaning
- ◆ Ancillary/research areas
- ◆ Corridor care and spray buffing
- ◆ Floor stripping/carpet care
- ◆ Surgery and delivery
- ◆ Bio-hazardous waste & trash

## EXHIBIT E.32

### HHS TRAINING INFORMATION

Attached to Agreement by and between Hospital Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, LLC (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

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The OJT instruction will begin with the new employee observing and questioning as the tasks are performed. As the employee feels comfortable with the tasks to be performed, he/she will begin assisting the training instructor in completing the assigned tasks.

The final phase will be the new employee completing the assigned tasks on his/her own with the training instructor and supervisor inspecting the final product. Both the instructor and the supervisor will "sign-off" on the new employee upon completion of the classroom and on-the-job training. Employees who fail to meet the required quality standards during training are usually easily identifiable. Supervisors will work more closely with these individuals. However, should there be little or no improvement, it is in the best interest of the housekeeping department that the employee be discharged prior to the end of the probationary period.

#### Continuing In-Service Training

The management training coordinator provides continuing in-service training. The HHS in-service education program will:

- ◆ Cross-train employees in other areas of responsibility
- ◆ Improve knowledge in complexities of the hospital environment
- ◆ Upgrade or introduce new skills, equipment, and cleaning chemicals
- ◆ Provide a documented system to assess employee needs
- ◆ Generate greater appreciation of the department staff by other housekeeping staff members

In-service education and training is accomplished through monthly employee meetings, in-services by other housekeeping disciplines, presentations by an outside product specialist and through the viewing of specific training films.

#### Retraining

In order to meet the needs of long-term employees, retraining is necessary and ongoing. Employees who have been rehired or employees returning to work after an extended absence are also retrained. The Director will be responsible for:

- ◆ Reviewing hospital policies
- ◆ Reviewing department policies/work rules
- ◆ Reviewing procedures
- ◆ Reviewing area assignments
- ◆ Providing instruction by OJT instructor
- ◆ Training compliant with Federal, state & local regulations

## EXHIBIT E.32

### HHS TRAINING INFORMATION

Attached to Agreement by and between Hospital Management Associates, Inc. (*HMA*) and affiliated Hospitals (*Hospital*) and Hospital Housekeeping Systems, LLC (*HHS*) for Amory HMA, LLC dba Gilmore Memorial Regional Medical Center

#### Management Supervisory Training

Effective on-site management and supervision is critical to the success and implementation of the HHS program and its systems. This first phase is an intense 2-week management training program and ends in a formal review by the training manager. In second phase, each management candidate will spend approximately 18 months at their first facility under direct supervision from on-site and area management. This allows for a full comfort level with our systems as well as the savvy in knowing when & how to use them.

This foundation, combined with our multi-tiered mentoring programs, provides your facility with high-caliber managers that can integrate seamlessly into your facility and provide the highest quality results.

The following are some of the issues reviewed during the 1<sup>st</sup> Phase:

#### First Phase

##### Exposure to Technical Functions

- ◆ Carpet Cleaning Systems
- ◆ Patient Area Cleaning
- ◆ Sterile Area Cleaning
- ◆ Hard Floor Care Systems
- ◆ Ancillary Area Cleaning
- ◆ Office Cleaning
- ◆ Equipment Cleaning and Maintenance

##### Basic Supervisory Skills

- ◆ Quality Improvement Systems – formal and informal rounds
- ◆ Work Measurement and Control – job description layout
- ◆ Progressive Disciplinary Process and
- ◆ Corrective Action
- ◆ Cost Control / Budgeting
- ◆ Employee Relations
- ◆ Customer Relations
- ◆ Scheduling
- ◆ Basic Management Principles

**SCHEDULE 1  
STATEMENT OF WORK**

This SOW effective April 1<sup>st</sup>, 2015 ("SOW Effective Date") is an agreement by and between Gilmore Memorial Regional Medical Center ("Client") and HHS Environmental Services, LLC ("Vendor") and is governed by and incorporates by reference the terms and conditions contained in the Master Service Agreement for Environmental Services by and between Vendor and CHSPSC, LLC, dated April 1<sup>st</sup>, 2015 and describes the Services to be provided by Vendor to Client.

1. Services Provided by Vendor to Client see SOW-EXHIBIT A.
2. Minimum level of Services to be provided see SOW-EXHIBIT B.
3. Areas to be Serviced see SOW-EXHIBIT C.
3. Service Fees. In consideration of VENDOR's performance of its obligations under this SOW, Client shall make payments to VENDOR as described herein:
  - a. Contract Price and Monthly Installment Payment. The contract price and the "Installment Payments" for the Services shall be as set forth in the table below. Unless otherwise mutually agreed upon in writing between VENDOR, Client and CHS's Strategic Sourcing Department, the contract price shall be based on the CHS Cost Allocation Table, as set forth in the Master Services Agreement, and the Service Level Agreement ("SLA"), as stated in SOW-Exhibit B. Client shall pay the Installment Payments in accordance with the terms of Section 2 Invoices and Payment of the Master Services Agreement.
  - b. Hourly Rate. For additional services outside the scope of the SLA as stated in SOW-Exhibit B, the Client will be charged at an agreed upon hourly rate, which will be inclusive of taxes, insurance and benefits.

<u>Contract Price per Annual Period</u>	<u>Monthly Installment Payment</u>	<u>Hourly Rate</u>
\$531,516.13	\$44,293.01	\$11.53

- c. Equipment Purchase. On the Effective Date of this SOW, Client requests to be invoiced for any capital obligations remaining under the previous contract.

5. SOW Term. This SOW shall become effective on the SOW Effective Date and shall remain in effect for an initial period through March 31<sup>st</sup>, 2018 ("SOW Initial Term"). Thereafter, this Agreement will automatically renew on a one (1) year basis ("SOW Renewal Term") unless either party provides written notice to the other party at least ninety (90) days prior to the expiration of the SOW Initial Term, or any SOW Renewal Term, of its election not to renew this SOW. The SOW Initial Term and SOW Renewal Term shall collectively be called the "SOW Term").

6. Notices. All notices and communications concerning this SOW shall be addressed to:



If to Client:

Gilmore Memorial Regional Medical  
Center  
1105 Earl Frye Boulevard  
Amory, Mississippi 38821

If to VENDOR:

HHS Environmental Services, LLC  
216 E. 4<sup>th</sup> Street  
Austin, Texas 78701

With a copies to:

CHSPSC, LLC  
Attn: Tim Marlette CPO  
4000 Meridian BLVD  
Franklin, TN 37067

And to:

CHSPSC, LLC  
Attn: General Counsel  
4000 Meridian BLVD  
Franklin, TN 37067

or at such address as may be designated in writing to the other Party.

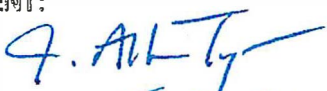
Notices shall be sent by registered or certified U.S. Mail, or by commercial overnight delivery service and shall be deemed delivered to the recipient's address on the date of return receipt acknowledgment, in the case of notices sent via U.S. Mail; or on the next day after the date the notice was sent, in the case of notices sent by overnight delivery service.

7. Modifications; Severability. No supplement, modification or waiver of this SOW shall be binding unless executed in writing by each of VENDOR and Client's authorized representatives.

IN WITNESS WHEREOF, the parties hereby have caused this SOW to be executed by their duly authorized representative on the date first written above.

CLIENT:

By:

  
Printed Name: J. ALLEN Tyra

Title: CEO

Date: 4/23/2015

VENDOR:

By:

  
Printed Name: Bobby Floyd

Title: COO

Date: 4/20/15



SOW-EXHIBIT A

Services Provided by Vendor to Client

Services Provided by Vendor: VENDOR agrees to perform the minimum level of housekeeping Services described in SOW-Exhibit B, attached hereto, as applied to areas set forth in SOW-Exhibit C, attached hereto. In performing said Services, VENDOR shall do the following:

- a. Furnish all Management Personnel as defined in the Master Service Agreement. All Hourly Personnel of the housekeeping department will be carried as part of VENDOR's payroll. The Client shall have the right to require the replacement of any VENDOR employee working at the Client's Facility whose continued presence, in the reasonable judgment of the Facility's Administrator, is not in the best interest of the Client or Facility, its patients or staff, provided that such request for replacement does not contravene applicable laws, is reasonably justified in writing, and VENDOR is first given an opportunity to respond and address such issues consistent with the SOW and Master Service Agreement. VENDOR's obligation to comply with any such request shall also be subject to restrictions imposed upon VENDOR by any collective bargaining agreement or other contract affecting such employee.
- b. Train, manage and direct the Hourly Personnel in the performance of the Services, in accordance with the Hourly Personnel's employer's policies and procedures.
- c. Perform linen duties to include clean linen distribution and soiled linen collection.
- d. Provide and maintain training materials to be used in training the Hourly Personnel.
- e. Oversee and negotiate prices charged by third party providers to Facility for services for the housekeeping department.

## SOW-EXHIBIT B

## Housekeeping Service Level Agreement ("SLA")

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28		
		General Cleaning																			Police		Foot Care								
A	Specification A - Patient Rooms	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	7	7	7	AR	AR/3A	AR/3A	1	1	AR		
	Specification B - Patient Care Support/Exam Areas	5	5	5	1	5	5	5	5	7	5	5	AR	AR	5	5	1	AR	AR	AR	AR	5	5	5	AR	AR/3A	AR/3A	1	1	AR	
	Specification C - Isolation Rooms	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	7	7	7	AR	AR/3A	AR/3A	1	1	AR	
	Specification D - Operating Rooms (Terminal only)	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	7	7	7	7	AR/3A	AR/3A	1	1	AR	
	Specification E - Specialty Units (CCU, ICU, SCU, PCU)	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	7	7	7	7	AR/3A	AR/3A	1	1	AR	
	Specification F - Emergency Department (Terminal only)	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	7	7	7	7	AR/3A	AR/3A	1	1	AR	
	Specification G - Hemodialysis	6*	6*	6*	7	7	7	7	7	7	7	7	AR	AR	6*	6*	1	AR	AR	AR	AR	6*	6*	6*	6*	AR/3A	AR/3A	1	1	AR	
	Specification H - Labs & Delivery	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	7	7	7	7	AR/3A	AR/3A	1	1	AR	
	Specification I - Hallways	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	7	7	7	7	AR/3A	AR/3A	1	1	AR	
	Specification J - Radiology Department	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	7	7	7	7	AR/3A	AR/3A	1	1	AR	
B	Specification K - Lab Areas	5	5	5	2	5	5	5	5	7	5	5	AR	AR	5	5	1	AR	AR	AR	AR	5	5	5	AR	AR/3A	AR/3A	1	1	AR	
	Specification L - Therapy Areas	5	5	5	2	5	5	5	5	7	5	5	AR	AR	5	5	1	AR	AR	AR	AR	5	5	5	AR	AR/3A	AR/3A	1	1	AR	
	Specification M - Pharmacy	5	5	5	2	5	5	5	5	7	5	5	AR	AR	5	5	1	AR	AR	AR	AR	5	5	5	AR	AR/3A	AR/3A	1	1	AR	
	Specification N - Physician Staging Area	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	7	7	7	7	AR/3A	AR/3A	1	1	AR	
	Specification O - Waiting Rooms/Lobbies	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	1	AR	AR	AR	AR	7	7	7	7	AR/3A	AR/3A	2	2	AR
	Specification P - Rest Rooms	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	1	AR	AR	AR	AR	7	7	7	7	AR/3A	AR/3A	2	2	AR
	Specification Q - Cafeteria/Dining Room	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	7	7	7	7	7	AR/3A	AR/3A	2	2	AR
	Specification R - Office Cleaning/Minimal Service Areas	1	1	1	1	1	1	1	1	5	1	1	AR	AR	1	1	1	AR	AR	AR	AR	AR	AR	AR	AR	AR	AR/3A	AR/3A	AR	AR	AR
	Specification S - Miscellaneous Services (Cert/Class Rm)	5	5	5	5	5	5	5	5	7	5	5	AR	AR	5	5	1	AR	AR	AR	AR	AR	AR	AR	AR	AR/3A	AR/3A	AR	AR	AR	
	Specification T - Stairs, Elevators (includes tracks) and Hallways	7	7	7	7	7	7	7	7	7	7	7	AR	AR	7	7	1	AR	AR	AR	AR	AR	AR	AR	AR	AR/3A	AR/3A	AR	AR	AR	
C	Specification U - Garage	1*	1*	1*	1*	1*	1*	1*	1*	1*	1*	AR	AR	1*	1*	1*	1*	AR	AR	AR	AR	AR	AR	AR	AR	AR/3A	AR/3A	AR	AR	AR	

## Legend

\* Example: 7 times per week, and as required

1 Hemodialysis is Monday - Saturday

SA = Semi-Annual

A = Annual

AR = As Required

AR/3A = As Required but 3X Annually at a minimum

AR/1A = As Required but Annually at a minimum

NA = Not Applicable

CLIENT FACILITY AND ACTIVITY STATISTICS –

	<u>Statistics</u>
Average Daily Census:	32
Average Length of Stay:	3.85
Average Daily Discharges:	8
Average Daily Transfers:	4
Average Daily Observation Patients:	2
Inpatient Surgeries per year:	973
Outpatient Surgeries per year:	622
Deliveries per year:	628
ER Visits per year:	20,412
Percentage Tile Flooring:	96%
Housekeeping Department Hours of Coverage:	24 Hours per Day / 7 Days per Week

SCOPE OF SERVICE RESPONSIBILITIES:

	<u>Vendor</u>	<u>Client</u>	<u>N/A</u>
<u>LABOR AND DELIVERY</u>			
Labor & Delivery Rooms – Post Schedule (evening & terminal cleaning)	X		
Labor & Delivery Rooms – Post Case (daytime & in-between case cleaning)		X	
Nursery Cleaning		X	
Cleaning of Isolettes in NICU		X	
<u>EMERGENCY</u>			
E.R. – General Cleaning	X		
E.R. – In-Between Case Cleaning	X		
<u>OUTPATIENT SURGERY</u>			
Day Surgery Area – Post Schedule (evening & terminal cleaning)	X		
Day Surgery Area – Post Case (daytime & in-between case cleaning)	X		
Cleaning of Day Surgery Support Areas	X		
Bed Making in Recovery and Day Surgery Holding Rooms		X	

	<u>Vendor</u>	<u>Client</u>	<u>N/A</u>
<u>CATH LAB</u>			
Cath Lab – Post Schedule (evening & terminal cleaning)	X		
Cath Lab – Post Case (daytime & in-between case cleaning)		X	
<u>SURGERY</u>			
Surgery Area - Post Schedule (evening & terminal cleaning)	X		
Surgery Area - Post Case (daytime & in-between case cleaning)	X		
Surgery Shelves and Technical Equipment Cleaning		X	
Cleaning of Non-Sterile Surgical Support	X		
<u>PATIENT AREA DUTIES</u>			
Cleaning of Patient Rooms	X		
Trash Pick-Up in Patient's Rooms (2 <sup>nd</sup> Shift)	X		
Bed Making of Occupied Patient Beds		X	
Cleaning of Patient Care Support Areas	X		
<u>PATIENT TRANSPORTATION</u>			
Patient Transportation		X	
Wheelchair and Stretcher Cleaning		X	
<u>KITCHEN</u>			
Main Dietary Kitchen Cleaning		X	
Main Dietary Kitchen Trash Removal		X	
Cleaning of Cafeteria (Walls & Floors Only)	X		
Cleaning of Cafeteria Tables & Chairs		X	
Cleaning of inside of refrigerators and microwaves		X	
Trash Removal in Cafeteria		X	

	<u>Vendor</u>	<u>Client</u>	<u>N/A</u>
<u>LINEN</u>			
Linen Distribution – Inventory & Distribution	X		
Removal of Linen on Bed Upon Discharge	X		
<u>OTHER AREAS</u>			
Cleaning of Specialty Units (CCU, SICU, NICU, PICU)	X		
Cleaning of Public Areas (Lobby, Waiting, Etc.)	X		
Cleaning of Office Areas	X		
Cleaning of Laboratory Areas	X		
Cleaning of Laboratory Glassware, Countertops & Sinks		X	
Cleaning of Pharmacy Areas	X		
Cleaning of Therapy Areas (PT, OT, RT)	X		
Therapy Tub Cleaning & Polishing		X	
Cleaning of PT and rehab equipment		X	
Cleaning of Radiology Areas	X		
Cleaning of Dialysis Areas	X		
Cleaning of Morgue/Autopsy Areas (as needed)	X		
Cleaning of Gift Shop		X	
Autoclave & Sterilizer Cleaning		X	
Cleaning of Central Sterile Supply		X	
Cleaning of Engineering Shop Areas except for trash pick-up		X	
Cleaning of Materials Management & Stores except for offices		X	
<u>MISCELLANEOUS</u>			
Furniture Moving (2 dedicated hours/wk.)	X		
Meeting Room Setup (_dedicated hours/wk.)		X	

	<u>Vendor</u>	<u>Client</u>	<u>N/A</u>
Grounds and Parking Lot Policing (_dedicated hours/wk.)		X	
IV Pumps and Any Rolling Stock		X	
Cleaning of Portable Toilets		X	
Oscillating / Portable Fans		X	
Cubicle Curtains (remove and rehang)		X	
Computer Screens		X	
Hazardous Chemical Spills		X	
Emptying / Removal of Suction Canisters		X	
Messenger Service, Ice Delivery and Non-Housekeeping Supply Delivery		X	
Exterior Windows (Outside Contractor)		X	
Cleaning of toys & equipment in pediatric areas		X	

**Clarification Notes:**








## HOUSEKEEPING MANAGEMENT AND SERVICES AGREEMENT

THIS AGREEMENT is made this 1<sup>st</sup> day of November, 2017 (the "Effective Date"), by and between - **Gilmore Memorial Hospital** (Hospital) and its assigns and **HHS Environmental Services, LLC** (HHS) and its assigns, and shall be governed in accordance with the laws of the state of Mississippi. Hospital and HHS agree as follows:

### I. TERM

This Agreement shall run for an initial term ("Initial Term") of three (3) years from effective date and thereafter will be automatically renewed for individual terms of one (1) year each ("Renewal Term").

### II. MANAGEMENT PERSONNEL

- A. HHS management personnel, consisting of one (1) department director, will oversee the management of the Housekeeping Department. An HHS Area Vice President will ensure that management personnel fulfill the obligations of this Agreement and will visit the Hospital at a frequency necessary to achieve and maintain the desired results.
- B. HHS will pay all wages, payroll taxes, insurance and benefits for all HHS department management personnel.
- C. During the term of this Agreement, and for two (2) years thereafter, Hospital agrees not to employ, directly or indirectly, management personnel employed by HHS at any time during the HHS / Hospital agreement. Management personnel employed by the Hospital prior to the initial Agreement with HHS shall be exempt from this section of the agreement.
- D. HHS management personnel are expected to adhere to Hospital and HHS policies, procedures and documented codes of conduct. HHS will remove management personnel at the request of the Hospital provided such removal and replacement is for cause.

### III. LABOR FORCE

- A. The housekeeping hourly labor force (team member) will be employed by HHS. HHS will retain all team member department records and pay all wages, payroll taxes, insurance and benefits. HHS agrees to comply with the Affordable Care Act by offering its team members access to health benefits.
- B. HHS team members are expected to adhere to Hospital and HHS policies, procedures and documented codes of conduct. HHS will remove a team member at the request of the Hospital provided such removal and replacement is for cause.

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- C. The housekeeping team members will wear the appropriate uniform and security identification, as determined by the Hospital, at all times.
- D. HHS agrees to assume financial responsibility for any and all expenses (initial assessment and ongoing treatment) incurred as the result of needle stick incidents and/or incidents caused by exposure to potentially bio-hazardous material, sharps and/or communicable diseases, as may be encountered in the Hospital, to HHS management personnel and team members while working on site, except in the case of negligence on the part of Hospital employees or representatives.
- E. HHS will administer a comprehensive pre, post and annual employment physical, screening, testing and preventative treatment process, adhering to the specifications and requirements described in the HHS Policy (attached hereto as **Exhibit B.1**). HHS's policy is designed to be compliant with said requirements as deemed reasonable and necessary by the appropriate local, state or Federal governing authority. Any additional screening/testing outside of HHS's Policy as listed in **Exhibit B.1**, subsequently required by the Hospital, will be performed by the Hospital, at the Hospital's expense. **Exhibit B.1** will be amended to reflect Hospital's additional requirements and financial responsibility within thirty (30) days of the Effective Date of this Agreement.
- F. HHS will administer a comprehensive, ongoing training program for the housekeeping team members in compliance with industry standards and applicable state and federal law. The Hospital shall provide appropriate space, audio and visual equipment for team member training, which will consist of both on-the-job and classroom training supplemented with interactive training videos (English and Spanish).

#### IV. DUTIES TO BE PERFORMED

- A. Housekeeping service coverage, planned service frequencies and Hospital activity levels are described in **Exhibit A** attached to and incorporated in this Agreement. HHS has based its staffing recommendation and fee structure on this information. Should there be a change in these service parameters or statistics, the Hospital and HHS agree that staffing and an associated Monthly Contract Price adjustment will be necessary. HHS will present the Hospital with data to support any recommended adjustment.
- B. HHS will only provide services specifically noted as HHS responsibility in **Exhibit A**. A formal addendum will be required to add any services not specifically covered within this agreement.
- C. HHS will, using the best practices known to the industry, operate the Housekeeping

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Department in accordance with the standards and requirements established by The Joint Commission, Hospital, federal, state and local authorities.

**V. SUPPLIES AND EQUIPMENT**

- A. The departmental supply, service and equipment items, as well as the ongoing maintenance, replacement and repairs is listed in **Exhibit B** specifying purchasing responsibility.
- B. All chemicals utilized by HHS will comply with local, state and federal regulations, and will be approved by the Hospital. HHS will maintain current MSDS records on site.
- C. Cleaning supplies needed by other departments, i.e., Lab, Central Sterile, etc., will be requisitioned through Materials Management.
- D. All inherited equipment (the "inherited equipment") shall be inventoried, to be outlined as **Exhibit C**, attached hereto. Inherited equipment shall mean any and all battery operated or electrical equipment provided by the Hospital, for use by HHS. HHS shall manage the ongoing maintenance and repair and the Hospital shall incur any and all costs associated with the maintenance, repair or replacement of the inherited equipment, which shall remain the property of the Hospital.
- E. The Hospital agrees to provide office space, office furniture and storage space for the Housekeeping Department and to pay the cost of utilities, local telephone service, internal department communication devices and management cell phones (if required). The Hospital will allow HHS to requisition office supplies from the Hospital, at Hospital's expense.
- F. The Hospital and HHS acknowledge that unrestricted internet connectivity is relied upon and required for HHS management personnel to perform daily job responsibilities, such as securing Housekeeping labor force payroll (Timeclock, Team Member Kiosk) and other job related online content. The Hospital agrees to provide HHS with unrestricted internet access, adhering to the IT specifications and requirements described in the HHS Network Access Requirements Policy (attached hereto), at no cost to HHS. The Hospital will provide HHS with a 3<sup>rd</sup> party internet connection, at the Hospital's expense, in the event that the above requirements are not met.

**VI. PAYMENT FOR SERVICES PROVIDED BY HHS**

- A. The Hospital agrees to pay HHS a Monthly Contract Price of **\$61,117.29** for housekeeping services provided in this Agreement. This Monthly Contract Price will be invoiced by HHS

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and provided to the Hospital by the 15<sup>th</sup> of the previous month and payments are due on the 1<sup>st</sup> of the month for which services are rendered. HHS shall initiate "Breach for non-payment" in the event the Hospital is unable to make timely payments for consecutive months or more than three (3) months in a calendar year. Payment shall be sent to:

ACH (Wire Transfer):

Frost Bank  
401 Congress Avenue  
Austin, Texas 78701  
Routing: 114000093  
Account: 591147609  
Remittance info to be sent to:  
remit@hhs1.com

P.O. Box Address (USPS delivery):

HHS Environmental Services, LLC  
P.O. Box 826  
San Antonio, Texas 78293-0826

Physical Address (Overnight delivery):

Frost Bank - Texas Processing Center  
Attn: Manager - Lockbox 826  
Priority Processing  
3838 Rogers Road  
San Antonio, TX 78251

- B. The Hospital agrees to pay any applicable local, state or federal sales taxes due on the Monthly Contract Price. These fees are in addition to; and are not included in the Monthly Contract Price stated in section VI.A.
- C. The Hospital agrees to an additional interest charge of 15% per annum on any past due amounts or service fees at the termination of this Agreement.
- D. The Monthly Contract Price set forth in this Agreement will be adjusted to reflect any additional / unforeseen costs incurred by HHS (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the implementation of the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by HHS on behalf of covered employees. The adjustment to the Monthly Contract Price will be effective from the date the events of (i) and/or (ii) occur.
- E. The Hospital agrees to an increase in the Monthly Contract Price for services on each annual anniversary date of this Agreement to offset increased management and team member wages, supply costs and other operating expenses. This annual increase will be equal to 3% applied to the then current Monthly Contract Price.
- F. The Hospital agrees that, should the state or federal government enact an increase in the minimum wage, the Hospital agrees to increase the Monthly Contract Price paid to HHS to offset the full impact of wage increases for team members including the effect of wage adjustments above minimum wage to maintain competitive wages in the local labor market.

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- G. Should the Hospital increase the base wage rate of support service employees on the Hospital payroll, the Hospital agrees to provide HHS with funding to provide like increases to HHS team members.
- H. The Hospital agrees that should the state or federal government mandate any additional taxes, insurances, employer benefit subsidies, or should an organized labor effort impact HHS' operating costs at the Hospital after the effective date of this Agreement, a Monthly Contract Price adjustment would be necessary. The Hospital agrees to pay HHS any applicable state service or sales tax in addition to the Monthly Contract Price. In the event that the Hospital and HHS cannot agree on an appropriate Monthly Contract Price adjustment to defray these unanticipated operating costs, HHS may terminate this Agreement by providing the Hospital 30 days advance written notice to the Hospital.
- I. For each leap year during which this Agreement is in effect, the Hospital will pay an additional fee equal to 1/365th of the annual Monthly Contract Price. This fee is due on the 15th day of February of such years.
- J. For additional work outside the scope of this Agreement, not included in **Exhibit A**, attached hereto, the Hospital will be charged at an agreed upon rate per labor hour, which will include employer taxes and other related costs.
- K. Breach for non-payment. If breach complaints relating to the unpaid Monthly Contract Price or applicable service fees are not reasonably addressed and remedied within ten (10) days, HHS may at its' discretion, give notice to the Hospital that at the end of an additional five (5) day period, the Agreement will be terminated.

## **VII. TERMINATION**

- A. This Agreement may be terminated by either party after the first year of the initial Term by providing ninety (90) days written notice to the other party.
- B. This Agreement may be cancelled by either party if a material breach of the Agreement is not promptly addressed as prescribed below. If either party believes the other is in material breach of any provision in this Agreement, that (offended) party shall deliver written notice to the other detailing specific breach complaints and the results necessary to restore pre-breach status. If breach issues (not including payment breach issues) are not reasonably addressed and remedied within sixty (60) days, the offended party may at its' discretion, give notice to the other party that at the end of an additional thirty (30) day period, that the Agreement will be terminated.

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- C. In order to provide HHS the opportunity to prove its value to new leadership, the Hospital agrees that this Agreement will remain in effect no less than one hundred and twenty (120) days after the date of a Hospital ownership or Executive Management change.

#### **VIII. NOTIFICATION**

All notices (excluding payments) shall be sent to either party at the following addresses:

Hospital  
Gilmore Memorial Hospital  
1105 Earl Frye Blvd.  
Amory, Mississippi 38821  
Attn: Chief Executive Officer

HHS  
HHS Environmental Services, LLC  
216 E. 4<sup>th</sup> Street  
Austin, Texas 78701  
Attn: Chief Executive Officer

#### **IX. INSURANCE**

- A. HHS agrees to maintain general liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, with excess coverage in an amount not less than Three Million Dollars (\$3,000,000) to cover claims in the aggregate. The Hospital shall obtain and maintain insurance, with replacement cost coverage, for the Hospital's Facility covered by standard forms of fire, theft, and extended coverage and shall maintain general liability insurance in such amounts under such policies as appropriate, but not less than One Million Dollars (\$1,000,000) per occurrence, with excess coverage in an amount not less than Three Million Dollars (\$3,000,000) to cover claims in the aggregate. Both parties will furnish and maintain workers' compensation insurance as prescribed by law and employer's liability insurance in the amount of \$100,000 for all of their respective employees, or either party may provide such coverage through a self-insurance program in accordance with Applicable Law. Evidence of such insurance will be provided upon request.

#### **X. OTHER**

- A. Unless specifically stated otherwise within this Agreement, both parties agree to hold each other and their affiliates, directors, officers, employees, agents and insurers harmless from and against any and all litigation, losses, expenses, damages, liabilities imposed by law, costs (including interest, penalties, and attorneys' fees) and judgments arising out of either party's negligence, willful misconduct, or breach of this Agreement.
- B. Equal Employment Opportunity  
It is the policy of HHS to provide equal employment opportunities to all qualified employees and applicants without regard to race color, sex, age, religion, handicap, veteran status or national origin. Positive action shall be taken to ensure the fulfillment of this policy

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including:

- Hiring, placement, upgrading, transfer, or other personnel action
  - Recruitment, advertising or solicitation for employment
  - Treatment during employment
  - Rates of pay or other forms of compensation
  - Selection for training
  - Layoff or termination
- C. Both parties agree to respect and protect the proprietary assets of the other party. These assets include, but are not limited to, knowledge of business operations, trade name, promotional materials and this Agreement.
- D. HHS agrees that in all aspects its' relationship to the Hospital will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the Hospital.
- E. Medicare - HHS agrees to insert (by addendum or otherwise) standard Medicare/Medicaid language as requested by the Hospital.
- F. HIPAA - HHS agrees to insert (by addendum or otherwise) standard HIPAA language as requested by the Hospital.
- G. This Agreement embodies the entire agreement and understanding between the parties. There are no other agreements or understandings, oral or written, between the parties with respect to the subject matter, and this Agreement supersedes all previous negotiations, commitments, and writings regarding this relationship. In case any part of this Agreement is held invalid, illegal or unenforceable, it shall not affect any other provision.

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As an authorized representative of either the Hospital or HHS my signature below acknowledges that I have read, understand and agree that the organization I represent, HHS or the Hospital, will comply with ALL of the terms and conditions contained within this Agreement and its exhibits.

This Agreement is effective November 1<sup>st</sup>, 2017.

**Gilmore Memorial Hospital**

Signature: \_\_\_\_\_

*J. Allen Tyra*

Print Name: \_\_\_\_\_

*J. Allen Tyra*

Title: \_\_\_\_\_

*CEO*

4-24-17 jle 5-1-17 jle 9-7-17 rcm 9-20-17 rcm

**HHS Environmental Services, LLC**

Signature: \_\_\_\_\_

*Bobby Floyd*

Print Name: \_\_\_\_\_

*Bobby Floyd*

Title: \_\_\_\_\_

*COO*



## EXHIBIT A

### HOSPITAL FACILITY AND ACTIVITY STATISTICS –

	<u>Statistics</u>
Average Daily Census:	26
Average Length of Stay:	351
Average Daily Discharges:	7
Average Daily Transfers:	3
Average Daily Observation Patients:	3
Inpatient Surgeries per year:	956
Outpatient Surgeries per year:	3,508
Deliveries per year:	642
ER Visits per year:	21,563
Percentage Tile Flooring:	96%
Cleanable Square Footage*	221,827
Housekeeping Department Hours of Coverage:	24 hours a day/7 days a week

<u>Buildings to be serviced:</u>	<u># of Floors</u>	<u>Cleanable Square Footage</u>
Main Hospital	2	
Fitness Center	1	
Mac	1	
Support Services	1	
Family Clinic	1	
Fulton Clinic	1	
Hamilton Clinic	1	
Aberdeen Clinic	1	
Urology Clinic	1	
<b>TOTAL:*</b>		<b>221,827</b>

SCOPE OF SERVICE RESPONSIBILITIES:

	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
<u>LABOR AND DELIVERY</u>			
Labor & Delivery Rooms – Post Schedule (evening & terminal cleaning)	X		
Labor & Delivery Rooms – Post Case (daytime & in-between case cleaning)	X		
Nursery Cleaning	X		
Cleaning of Isolettes in NICU	X		
<u>EMERGENCY</u>			
E.R. – General Cleaning	X		
E.R. – In-Between Case Cleaning	X		
<u>OUTPATIENT SURGERY</u>			
Day Surgery Area – Post Schedule (evening & terminal cleaning)	X		
Day Surgery Area – Post Case (daytime & in-between case cleaning)	X		
Cleaning of Day Surgery Support Areas	X		
Bed Making in Recovery and Day Surgery Holding Rooms	X		
<u>CATH LAB</u>			
Cath Lab – Post Schedule (evening & terminal cleaning)			X
Cath Lab – Post Case (daytime & in-between case cleaning)			X
<u>SURGERY</u>			
Surgery Area - Post Schedule (evening & terminal cleaning)	X		
Surgery Area - Post Case (daytime & in-between case cleaning)	X		

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	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
Surgery Shelves and Technical Equipment Cleaning	X		
Cleaning of Non-Sterile Surgical Support	X		
<u>PATIENT AREA DUTIES</u>			
Cleaning of Patient Rooms	X		
Trash Pick-Up in Patient's Rooms (2 <sup>nd</sup> Shift)	X		
Bed Making of Occupied Patient Beds		X	
Cleaning of Patient Care Support Areas	X		
<u>PATIENT TRANSPORTATION</u>			
Patient Transportation		X	
Wheelchair and Stretcher Cleaning		X	
<u>KITCHEN</u>			
Main Dietary Kitchen Cleaning		X	
Main Dietary Kitchen Trash Removal		X	
Cleaning of Cafeteria (Walls & Floors Only)	X		
Cleaning of Cafeteria Tables & Chairs	X		
Cleaning of inside of refrigerators and microwaves		X	
Trash Removal in Cafeteria	X		
<u>LINEN</u>			
Linen Distribution – Inventory & Distribution	X		
Removal of Linen on Bed Upon Discharge		X	
<u>OTHER AREAS</u>			
Cleaning of Specialty Units (CCU, SICU, NICU, PICU)	X		
Cleaning of Public Areas (Lobby, Waiting, Etc.)	X		





	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
Cleaning of Office Areas	X		
Cleaning of Laboratory Areas	X		
Cleaning of Laboratory Glassware, Countertops & Sinks	X		
Cleaning of Pharmacy Areas	X		
Cleaning of Therapy Areas (PT, OT, RT)	X		
Therapy Tub Cleaning & Polishing		X	
Cleaning of PT and rehab equipment		X	
Cleaning of Radiology Areas	X		
Cleaning of Dialysis Areas	X		
Cleaning of Morgue/Autopsy Areas (as needed)	X		
Cleaning of Gift Shop			X
Autoclave & Sterilizer Cleaning		X	
Cleaning of Central Sterile Supply	X		
Cleaning of Engineering Shop Areas except for trash pick-up		X	
Cleaning of Materials Management & Stores except for offices	X		
<u>MISCELLANEOUS</u>			
Furniture Moving (_dedicated hours/wk.)		X	
Meeting Room Setup (_dedicated hours/wk.)		X	
Grounds and Parking Lot Policing (_dedicated hours/wk.)	X		
IV Pumps and Any Rolling Stock		X	
Cleaning of Portable Toilets		X	

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	<u>HHS</u>	<u>Hospital</u>	<u>N/A</u>
Oscillating / Portable Fans	X		
Cubicle Curtains (remove and rehang)	X		
Computer Screens		X	
Hazardous Chemical Spills		X	
Emptying / Removal of Suction Canisters		X	
Messenger Service, Ice Delivery and Non-Housekeeping Supply Delivery		X	
Exterior Windows (Outside Contractor)		X	
Cleaning of toys & equipment in pediatric areas	X		

**Clarification Notes:**


**PLANNED SERVICE FREQUENCIES:**

Area of Responsibility	Coverage Days/ Week	Seriv & Refinish	Total Carpet Cleaning	Total Window Cleaning (inside)	Total Wall Washing	Cubical Curtains	Shower Curtains	Additional Policing	Bonnet Carpet Cleaning	Buff	Damp Wipe	Damp Mop	Dust Mop	Vacuum & Spot Clean	High Damp Dust	Empty Trash Refill Dispenser
Patient Rooms	7	y	y	y	y	y	y	d	w	2w	d	d	d	d	w	d
Specialty Units (CCU, SICU, NICU, PICU)	7	y	y	y	y	y	y	d	w	2w	d	d	d	d	w	d
Patient Care Support Areas	7	y	y	y	y	y	y	d	m	2w	d	d	d	d	w	d
Public Areas (Lobby, Waiting, etc.)	7	y	y	y	y	y	-	3d	m	3w	d	d	d	2d	w	d
Non Sterile Surgical Support	5+	y	y	y	y	y	y	-	m	w	d	d	d	d	w	d
Sterile OR (TERMINAL CLEANING ONLY)	5+	y	y	y	y	y	y	-	-	-	d	d	d	-	d	2d
Office Areas	5	y	y	y	y	y	-	-	m	m	d	d	d	d	w	d
Laboratory Areas	5+	y	y	y	y	y	y	d	-	2w	d	d	d	d	w	d
Pharmacy Areas	5+	y	y	y	y	y	y	d	m	2w	d	d	d	d	w	d
Therapy Areas (PT, OT, RT)	5+	y	y	y	y	y	y	-	m	2w	d	d	d	d	w	d
Radiology Areas	5+	y	y	y	y	y	y	-	m	2w	d	d	d	d	w	d
Dialysis Areas	5	y	y	y	y	y	y	-	m3	2w	d	d	d	d	w	d
All Outpatient Service Areas (TERMINAL CLEANING ONLY)	5	y	y	y	y	y	y	-	m	2w	d	d	d	d	w	d
Labor and Delivery (Sterile)	7	y	y	y	y	y	y	d	-	-	d	d	d	-	d	d
Labor and Delivery (Support)	7	y	y	y	y	y	y	d	-	2w	d	d	d	-	d	d
Emergency Room	7	y	y	y	y	y	y	d	w	3w	d	d	d	2d	w	d
General Stores	1	y	y	y	y	y	-	-	m	w	w	w	w	w	w	w
Morgue/Autopsy Area (As Needed)	r	y	y	y	y	y	-	-	m	m	d	d	d	d	w	d
Kitchen									Exempt							
Cafeteria (Walls and Floors Only)	7	y	y	y	y	y	-	d	w	2w	d	d	d	d	w	d
Gift Shop	7	y	y	y	y	y	-	d	m	w	d	d	d	d	w	d
LEGEND																
3w	three times weekly	d	Daily	y	yearly	r	as requested	NOTE:								
2w	two times weekly	w	Weekly	m3	every three months											
3d	three times daily	m	Monthly	m6	every six months											
2d	two times daily	- -	not applicable	+	reduced coverage on off days											



## **EXHIBIT B**

### Schedule of Purchasing Responsibility

<b>Cleaning Chemicals</b>	<b>HHS</b>	<b>Hospital</b>	<b>N/A</b>
Germicidal Disinfectant	X		
Bowl Cleaner	X		
All-Purpose Cleaner	X		
Window Cleaner	X		
Stainless Steel Polish	X		
Floor Finish	X		
Stripper	X		
Carpet Spotter	X		
Shampoo	X		
All other necessary cleaning chemicals	X		
<b>Expendable and Other Supplies</b>	<b>HHS</b>	<b>Hospital</b>	<b>N/A</b>
Regular Trash Liners		X	
Paper Hand Towels		X	
Toilet Tissue		X	
Bio Hazardous Waste (Red) Bags		X	
Bio Hazardous Linen & Laundry Bags		X	
Sanitary Napkins		X	
Solid Deodorant		X	
Sterile Surgical Supplies		X	
Non-Surgical Liquid Hand Soap		X	
Surgical Hand Soaps		X	
Hand Sanitizer		X	
Dietary Supplies		X	
All other expendable supply items		X	
<b>External Services</b>	<b>HHS</b>	<b>Hospital</b>	<b>N/A</b>
Dumpster and Compactor Service		X	
Offsite Hazardous Waste Removal		X	
Outside Window Washing		X	
Floor Pad Service		X	
Mat Rental Service		X	
Pest Extermination		X	
Messenger service, ice delivery and non-housekeeping supply delivery.		X	
HAZMAT Contracting		X	
Laundering of Mop Heads		X	

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**Equipment**

Cleaning Carts

Buckets

Wringers

Equipment Repair &amp; Replacement

Trash Carts

Linen Carts

Mop Sticks

Buffing Pads

Mop Heads

Wet Mops

Micro Mop Equipment (directly impacts staffing)

Dust Mops

Cleaning Rags

Minor Hand Tools

Other Misc. Housekeeping Equipment (as required)

HHS	Hospital	N/A
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	



## EXHIBIT B.1

HHS will administer and adhere to providing its Team Members the pre-employment or post-employment physicals, screenings and preventative treatments listed herein:

**Team Member Criminal Background Check:**

- County Criminal
- Criminal Database National Alias Search
- FACIS Level 1
- Federal Criminal
- National Sex Offender Registry Search
- OIG Excluded List Check (Annual)

### Team Member Drug Screening

- Non-DOT 10 Panel Urine Drug Test

**Team Member Health Screen:**

- TB/PPD Test

**Additional Hospital required screenings at Hospital's expense:**

[illegible]





## **EXHIBIT C**

### **Inherited Equipment Inventory**

<b><u>Item</u></b>	<b><u>Serial #</u></b>	<b><u>Quantity</u></b>
TENNET T300	T300E-10785760	1
CHARIOT ISCRUB	US6421868	1
CLARK BOOST	HD0549	1
TENNENT B5	B5-10704222	1
	080814A	
NSS WET VAC	30210ALXZ	1
	900419-	
TENNET T1	10625489	1
MINUTEMAN HSB	AMZ4000041Z81	1
MINUTEMAN HSB	BMZ4000041Z81	1
	525234C	
NSS HSB	28385109	1
BETCO HSB	436988	1
BETCO HSB	437435	1
BETCO HSB	425447	1
MINUTEMAN SCRUBBER	28 AUG08 DS	2



## HHS Network Access Requirements Policy

1. HHS Payroll Computer
  - Data Drop (Ethernet/Cat 5/Cat 6 Connection)
  - Access to Gmail
    - Unblock Access to:
    - [Home.hhs1.com](http://Home.hhs1.com)
    - <http://Google.com/m/hhs1.com>
  - Access to Salesforce
    - Unblock Access to:
    - <https://ssl.salesforce.com/>
2. HHS Kiosk
  - Data Drop (Ethernet/Cat 5/Cat 6 Connection)
  - Unblock Access to the following sites:
    - [https://hhs.secure.force.com/kioskhomepage?id= \(ID is account specific\)](https://hhs.secure.force.com/kioskhomepage?id= (ID is account specific))
    - <https://ssl.salesforce.com/>
    - <https://s3.amazonaws.com>
3. PI Mobile Device (iPod Touches/iPads)
  - Wireless Access (Guest Network or Production)
  - Unblock Access to the following site:
    - <https://ssl.salesforce.com>
    - Unblock Port 4309
4. Time Clocks
  - Data Drop (Ethernet/Cat 5/Cat 6 Connection)
  - Power Drop
  - Access to 158.228.145.3
  - Unblock Ports 80, 443, 445
5. Electronic Message Boards
  - Wifi or Ethernet connection
  - Power Drop
  - Access to 69.16.232.180
  - Unblock Ports 80 and 21

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Bobby Floyd  
COO



January 26, 2018

Gilmore Memorial Hospital  
1105 Earl Frye Blvd  
Amory, Mississippi 38821  
Attn:  
Allen Tyra, CEO  
Carol Upton, ACEO  
Marc Nakagawa, CFO

***Via Certified Mail***

Dear Mr. Tyra, Ms. Upton and Mr. Nakagawa:

This letter is to inform you that Gilmore Memorial Hospital is in material breach of our Housekeeping Management and Services Agreement, dated November 1<sup>st</sup>, 2017, as specifically defined in Section VI.K. Our basis for claiming material breach is as follows:

Section VI.A clearly states that our fee for services is due on the 1<sup>st</sup> of each month for which services are rendered. As of today, Gilmore Memorial Hospital owes HHS Environmental Services, LLC a total of \$292,152.09 in past due fees.

To restore pre-breach status, a total payment of \$292,152.09 must be postmarked by February 5<sup>th</sup>, 2018 to pay in full the past due invoices, #EVS87407INV, EVS88094INV, EVS88883INV, EVS89516INV, EVS90257INV. As this specific breach complaint is related to unpaid service fees, if payment has not been received by February 5<sup>th</sup>, 2018 (10 day period), this letter is provided to inform you that HHS Environmental Services, LLC will be exercising its' right to terminate the Agreement between Gilmore Memorial Hospital and HHS Environmental Services, LLC dated November 1<sup>st</sup>, 2017, effective midnight on February 10<sup>th</sup>, 2018 (5 days later). Per Section VI. C, an additional interest charge of 15% per annum will be applied to all past due amounts at termination of the Agreement. Please understand that we have continued to provide services in good faith while your account balance has grown to an unacceptable level, but we must take available legal action to protect our company's best interests and simply cannot accept non-payment.

Please contact me to discuss this matter as soon as possible.

Sincerely,

Bobby Floyd  
COO, HHS

cc: Chris Nines, CFO, HHS  
Steve Clapp, Curae Health, CEO, PO Box 358 Clinton, TN 37717 via regular mail



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austin, texas 78701  
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[hhs1.com](http://hhs1.com)

Bobby Floyd  
COO



February 9, 2018

Gilmore Memorial Hospital  
1105 Earl Frye Blvd  
Amory, Mississippi 38821  
Attn:  
Allen Tyra, CEO  
Carol Upton, ACEO  
Marc Nakagawa, CFO

*Via Certified Mail*

Dear Mr. Tyra, Ms. Upton and Mr. Nakagawa:

This letter is to inform you that HHS Environmental Services, LLC is exercising its right to terminate our Housekeeping Management and Services Agreement, dated November 1<sup>st</sup>, 2017, pursuant to Section VI.K.

You were notified of the material breach in a letter dated, January 26<sup>th</sup>, 2018, whereby the steps to cure the material breach were outlined therein. As of today, the material breach has not been cured and Gilmore Memorial Hospital still owes HHS Environmental Services, LLC a total of \$292,152.09 in past due service fees.

As the specific breach complaint was related to unpaid service fees, and the breach was not cured within ten days of notice, effective midnight, February 10<sup>th</sup>, 2018, HHS Environmental Services, LLC is no longer contracted to continue providing services to Gilmore Memorial Hospital. Per Section VI. C, an additional interest charge of 15% per annum will be applied to all past due amounts at termination of the Agreement, and we will be pursuing all unpaid fees through legal means.

Hereafter, with exception of any terms to the contrary, HHS Environmental Services, LLC will no longer be bound or obligated to fulfill any terms and conditions contained within the Agreement.

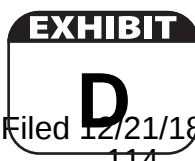
If you have any further questions or concerns regarding this notice, you may contact me at [bobbyf@hhs1.com](mailto:bobbyf@hhs1.com).

Sincerely,

Bobby Floyd  
COO, HHS

cc: Chris Nines, CFO, HHS  
Steve Clapp, Curae Health, CEO, PO Box 358 Clinton, TN 37717 via regular mail

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JS 44 (Rev. 06/17)

**CIVIL COVER SHEET** 1:18cv86-SA-DAS

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<b>I. (a) PLAINTIFFS</b> HHS Environmental Services, LLC  <b>(b)</b> County of Residence of First Listed Plaintiff <u>Travis County, Texas</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>  <b>(c)</b> Attorneys (Firm Name, Address, and Telephone Number)  Ronnie L. Walton (MSB# 6933), Glover, Young, Hammack, Walton, & Simmons, PLLC, P.O. Box 5514, Meridian, MS 39302, (601) 693-1301	<b>DEFENDANTS</b> Amory Regional Medical Center, Inc. D/B/A Gilmore Memorial Hospital  County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i>  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.  Attorneys (If Known) _____
--	--

<b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant) <i>(For Diversity Cases Only)</i>  <table style="width:100%;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input checked="" type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5	<input checked="" type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)					Click here for: <a href="#">Nature of Suit Code Descriptions.</a>
<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<b>OTHER STATUTES</b> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

<b>V. ORIGIN</b> (Place an "X" in One Box Only)							
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify)	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File	

<b>VI. CAUSE OF ACTION</b>	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <u>28 USC Section 1332</u> Brief description of cause: <u>Breach of Contract</u>
----------------------------	--

<b>VII. REQUESTED IN COMPLAINT:</b>	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.	DEMAND \$ <u>75,001.00</u>	CHECK YES only if demanded in complaint: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------	---	----------------------------	--

<b>VIII. RELATED CASE(S) IF ANY</b>	(See instructions): JUDGE _____ DOCKET NUMBER _____
-------------------------------------	---

DATE <u>05/10/2018</u>	SIGNATURE OF ATTORNEY OF RECORD 
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FOR OFFICE USE ONLY	RECEIPT # _____	AMOUNT <u>\$400</u>	APPLYING IFP _____	JUDGE <u>SA</u>	MAG. JUDGE <u>DAS</u>
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# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05675 Amory Regional Medical Center, Inc.](#)

**Judge:** Charles M Walker

**Chapter:** 11

**Office:** Nashville

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (6809233)  
HHS Environmental Services,  
LLC  
216 E. 4th Street  
Austin, TX 78701

**Claim No: 13**  
*Original Filed*  
*Date:* 12/21/2018  
*Original Entered*  
*Date:* 12/21/2018

*Status:*  
*Filed by:* CR  
*Entered by:* THOMAS W  
TUCKER, III  
*Modified:*

Amount claimed: \$255362.40

*History:*

[Details](#) [13-1](#) 12/21/2018 Claim #13 filed by HHS Environmental Services, LLC, Amount claimed: \$255362.40  
(TUCKER, THOMAS )

*Description:* (13-1) Service provided - see attached Exhibits A-E

*Remarks:*

## Claims Register Summary

**Case Name:** Amory Regional Medical Center, Inc.

**Case Number:** 3:18-bk-05675

**Chapter:** 11

**Date Filed:** 08/24/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$255362.40
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	<b>Claimed</b>	<b>Allowed</b>
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		