

## PROFESSIONAL LAUNDRY SERVICE AGREEMENT

**THIS AGREEMENT** is made and entered into this 19h day of July 2022 by and between **CENTURY LINEN & UNIFORM.**, a New York corporation with offices at 335 North Main Street, Gloversville, New York 12078 (hereinafter referred to as ("CENTURY")), and **Shaker Place located at 100 Heritage Ln , Albany, NY 12211**, (hereinafter referred to as "The Facility").

**WHEREAS**, The Facility is desirous of having CENTURY launder all of its linens and certain articles of wearing apparel. And Whereas, CENTURY is in the professional laundry business and is fully equipped to process all of the laundering needs of The Facility.

**WHEREAS**, CENTURY's business operations include cleaning laundry, linen rental, uniform supplier, and servicing the laundry needs of The Facility; and

**WHEREAS**, the parties desire to enter into this Agreement for laundry services.

**NOW THEREFORE**, in consideration of the covenants contained herein, the parties hereby mutually agree as follows:

1. All linens used in the normal operation of the facility shall be laundered , and or rented from CENTURY. Linens shall be laundered by CENTURY in a mutually agreed manner and not less than the minimum standards as required by the Joint Commission of Accreditation of Hospitals, all regulatory agencies and as outlined in "TRSA STANDARDS FOR HOSPITAL SERVICE" .Note: Sheets, draws ,Pillow Cases to be Ironed, all other items will be Machine or Hand folded as per Standard CENTURY Specifications unless otherwise mutually agreed.
2. **Term.** The term of this agreement shall begin July 19, 2022 and shall terminate on July 18, 2027.

**3. Pricing.** During the term of this Agreement, pricing for services rendered by CENTURY shall be as follows, referred to as base rate, all pricing summarized in SCHEDULE "A". (Not to exceed current CENTURY/OGS/NYSID unit pricing)

**3.1.** For a period of twelve (12) Months, laundry services shall be provided by CENTURY to The Facility at the rates listed in Schedule "A". The quoted prices as listed in Schedule "A" are subject to Customer agrees that Century may, on each anniversary of this Agreement, increase the charges for goods and services provided under this Agreement by a rate of no less than 1.0% and no greater than inflation as measured by and not to exceed the Consumer Price Index (Northeast Urban) for All Urban Consumers. Information on this index is posted at <http://www.bls.gov/home.htm>, whichever is less & is capped at 3%. Prices will be held for the first 1 year . The Parties agree that Century will make, and the Customer has hereby accepted, the Annual Increases as referenced herein. (Not to exceed current CENTURY/OGS/NYSID annual increases)

**3.2 Fuel/Energy Charges.** In the event that fuel and energy rates rise more than 15% over the "Base rate", (above levels that prevailed when pricing for this contract was executed.) CENTURY and Facility will negotiate an additional fee to compensate for these burdensome expenses. Base rate Fuel/Energy charges are defined as diesel \$5.00 /gallon "base rate", CENTURY & Facility will negotiate any additional "fuel" or "delivery" charge, submitted not exceed \$.01 per clean pound. CENTURY shall endeavor to prorate the facilities relative share of incremental cost to each customer based on volume and distance.

**4. Payment Terms.** All payments shall be made by The Facility to CENTURY within thirty (30) days. All payments made in full within ten (10) days shall receive a Two (2.00%) Percent discount.(Five day grace period for mail) Any payment which is outstanding greater than sixty (60) days shall be charged interest/penalty at a rate of \$0.01 per pound .

**4.1. Invoices.** All charges will be invoiced weekly and summarized in a monthly statement.

**5. Insurance.** CENTURY agrees to carry adequate insurance against fire and theft as a safeguard for The Facilities laundry and linens in their possession. A statement of adequacy, naming The Facility as the insured will be made part of this agreement.

**6. Miscellaneous Services.** CENTURY shall provide the following products and services at the rates hereinafter set forth:

**7. Bulk Bins and Carts.** CENTURY shall provide a reasonable amount of bulk laundry bins and carts for the sole purpose of transport of Facilities' clean and soiled linens. Said bins and carts shall remain the property of CENTURY and shall clean, sanitize and cover all bins and carts prior to delivery to The Facility. The Facility shall indemnify and hold harmless CENTURY from any and all claims, damages, or liabilities arising from the misuse of said bins and carts on The Facility's premises. The Facility shall return any & all supplemental "Rental" bins and carts which may be in their possession to CENTURY upon termination of contract.

**10. Property of The Facility.** Facility shall use its best efforts to remove all needles, sharp objects and other property of Facility's patients and employees from soiled linen prior to making such linen available to CENTURY for pick up.

**11. Medical Waste and Hazardous Materials.** In the event that CENTURY shall discover Medical Waste or Hazardous Materials in any soiled linen, CENTURY will notify Facility in writing of the occurrence and request that Facility retrieve said regulated medical waste or hazardous materials from CENTURY. CENTURY shall not be responsible for any medical waste, hazardous material, within any and all linen, or other property received by CENTURY. The Facility is responsible for the disposal of all regulated medical waste and hazardous materials at no cost to CENTURY. The Facility agrees to take any and all necessary actions to reduce and eliminate this exposure to CENTURY. The Facility shall indemnify and hold harmless CENTURY from any and all claims, damages or liabilities with respect to medical waste and hazardous materials discovered in any and all linen received by CENTURY.

**12. Other Property.** In the event that CENTURY shall discover other materials in any soiled linen, Facility owned good, or other property, CENTURY will notify Facility in writing and request that The Facility retrieve said material from CENTURY. CENTURY shall not be responsible for any property discovered within any and all linen; Facility owned goods or other property received by CENTURY. The Facility shall indemnify and hold harmless CENTURY from any and all claims, damages or liabilities with respect to other materials discovered in any and all linen, Facility owned goods, and

other property received by CENTURY. CENTURY will make every effort to return Items such as telemetry units, glasses, hearing aids etc.

**13. CENTURY Representative.** CENTURY shall designate a representative whom shall visit The Facility's premises on a monthly basis, or as otherwise mutually agreed upon by CENTURY and The Facility, so that CENTURY may consult with The Facility regarding any initiatives, directives or concerns.

**14. Warranty.** CENTURY shall endeavor to maintain within any 30-day period, linen rejection rates of < 1% for laundry service. CENTURY shall credit Facility the processing cost of any linen, which is reasonably rejected by The Facility. CENTURY will return to Facility, in a separate package, any Facility owned goods and linen that CENTURY determines are permanently stained. The Facility shall be responsible for disposing of said goods and linen.

**15. Pick-up and Delivery Schedule.** Shall occur Five (5) days per week as follows Monday Thru Fridays as otherwise mutually agreed.

**15.1 Twenty Four Hour Turn:** As per 15.0, CENTURY will process (Turn) Facilities' specialty linen on a 24 hour basis, at the rates listed in schedule "A". This includes all Holidays with exceptions on Christmas, Thanksgiving & New Years days. CENTURY being closed these days will work with the facility to adjust with the addition of a Saturday delivery (if necessary) before or after said Holiday, as mutually agreed.

**16. Termination for Cause.** This Agreement may be terminated by either party for cause upon the occurrence of any of one or more of the following events:

**17 Default.** The Facility's failure to pay any invoice within ninety (90) days of issuance.

**18 Bankruptcy.** Either party's filing of a voluntary petition under the Bankruptcy Code, or failure to obtain dismissal of any involuntary petition under the Bankruptcy Code within thirty (30) days of such filing.

**18.4. Assignment For the Benefit of Creditors.** Either party makes a general assignment for the benefit of such party's creditors.

**18.5. Insolvency.** Either party becomes insolvent, is dissolved or is liquidated.

**18.6. Interruption of Services.** The interruption of CENTURY's services by reason of acts of nature, strikes, lockouts or other, industrial disturbances, war, blockades, riots, arrests, explosions, fires, accidents to machinery, or any other cause not in the control of CENTURY for a period exceeding twenty (20) consecutive days. In the event of such interruption, CENTURY shall not be liable for any such interruption. In the event of such an interruption, CENTURY shall take immediate measures to obtain alternate linen services for The Facility; including and not limited to contracting with another laundry for a period of twenty (20) consecutive days. Should it be necessary for CENTURY to provide substitute service for a period exceeding twenty (20) consecutive days, either party may terminate this Agreement. CENTURY's backup laundry is at the time of contract signing identified our Balzano , Gloversville & Johnstown N.Y. plants, and may change periodically throughout the term of this contract, however, upon change all facilities utilizing CENTURY's services must be notified in writing. Backup laundry service must be of equal or better quality and provided at the same price.

**18.7. Breach.** If either party breaches any of the terms and conditions of this Agreement ("breach"), the other party shall give written notice setting forth in detail the breach and the party receiving such notice shall have sixty (60) days from the date of said notice to cure said breach. The parties agree that in the event of a breach of this Agreement they will meet at least twice during the sixty (60) day cure period in an attempt to resolve and cure any breach. If the party receiving notice of breach shall fail to cure within said sixty (60) day period, the party giving notice of breach may terminate

this Agreement. A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.

**18.8. Effect of Termination.** Except as otherwise provided herein, upon termination of this Agreement for cause under this Section 12, all future obligations and responsibilities under this Agreement shall cease immediately. Any and all current obligations, including payment for services rendered, shall become immediately due and payable.

**19. Confidentiality.** The parties agree that neither party will at any time during the term of this Agreement or thereafter in any fashion, form or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation or association in any manner whatsoever any information of any kind, nature or description concerning any matters affecting or relating to the business of the other party, including without limiting the generality of the foregoing, charges relating to this Agreement, or any other information of, about, or concerning the business of the parties, manner and operation of the parties, plans, techniques, processes or other data of any kind, nature or description of the parties without regard to whether any or all of the foregoing matters would be deemed confidential, material or important, the parties hereto stipulating that as between them, the matters are important, material and confidential and gravely affect the effective and successful conduct of the business of the parties, and their good will, and that any breach of the terms of this section is a material breach hereof.

**20. Books and Records.** For a period not exceeding four years from the performance of services by CENTURY pursuant to this Agreement, CENTURY shall make available, upon written request, CENTURY's books and records relating to an individual Facility to the United States Secretary of Health and Human Services, or upon request, to the United States Comptroller General, or any of either agency's duly authorized representatives.

**21. Miscellaneous Provisions.** The following miscellaneous provisions shall apply to this Agreement:

**21.1. Notices.** All notices and other communications given pursuant to this Agreement will be deemed to have been properly given or delivered if mailed, by

certified mail, postage prepaid, addressed to the appropriate party, at the address for such party set forth at the beginning of this Agreement. Any party may from time to time designate by written notice given pursuant to this Section 21.1. Any other address or party to which any such notice or communication or copies thereof will be sent.

**21.2. Governance.** This Agreement will be governed by the laws of the State of New York without reference to conflict of laws principles.

**21.3. Jurisdiction.** The parties consent to jurisdiction in New York and venue in Fulton County, New York, for purposes of all claims arising under this Agreement.

**21.4. Successor and Assigns.** This Agreement will be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

**21.5. Captions.** All captions, headings and subheadings are for convenience only and are not of substantive effect.

**21.6. Binding Effect.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and writings (or any part thereof) whether oral or written between the parties hereto relating to the subject matter hereof. There are no oral agreements in connection with this Agreement.

**21.7. Amendment.** Neither this Agreement nor any provision of this Agreement may be waived, modified or amended orally or by any course of conduct but only by an agreement in writing duly executed by both of the parties hereto.

**21.8. Validity.** If any article, section, portion, subsection or sub portion of this Agreement is determined to be unenforceable or invalid, then such article, section, portion, subsection or sub portion will be modified in the letter and spirit of this Agreement to the extent permitted by applicable law so as to be rendered valid and any such determination will not affect the remainder of this Agreement, which will be and remain binding and effective as against all parties hereto.

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

**CENTURY Linen and Uniform**

By: \_\_\_\_\_  
Gary R. Fuller    Executive Vice President

**The Facility**

By: \_\_\_\_\_



## SCHEDULE 'A'

### LAUNDRY SERVICES

**BASE PRICE** Rental price \$.562 per pound  
Major Patient items, to include the following:

Patient gown – standard
Patient gown – 10X
Bath blanket
Thermal spread – white
Pillowcase
Fitted sheet – knit; 36x84
Sheet – flat regular
Underpad – large 34x36
Bath towel – 24x48
Washcloth – 12x12
Clothing protector – adult
Pajama pants – x-large

**Specialty items:** \$.90 per pound to Include:

Dust Mop – 36"
Dust Mop – 18"
Wet Mop – 16 oz.
Fitted sheet – knit; bariatric 48x80
Rags/Wipes – 5 lb. bag
Resident Personals \$1.35 per pound COG
Re-sale
Disposable Laundry Bags – blue, cs./240    \$59.00
Disposable Laundry Bags – yellow, cs./240    \$59.00

Other items to be added as mutually agreed in writing only

