



# The City of York Healthcare Authority

operating Hill Hospital of Sumter County

751 Derby Drive, York, Alabama \* 205-392-5263 \* 205-490-2300 (fax)

RECEIVED

JUL 13 2016

Loretta W. Wilson, Administrator/CEO  
Hill Hospital of Sumter County  
[lwilson@hillhospital.org](mailto:lwilson@hillhospital.org)  
205-376-6400

Shirley Byrd, Chairman  
Healthcare Authority Board  
Tommie Armistead  
Renee Pringle

July 11, 2016

Mr. Alva M. Lambert, Executive Director  
Alabama State Health Planning and Development Agency  
100 North Union Street  
RSA Union Building  
Suite 870  
Montgomery, Alabama 36130-3025

RE: Southeast Home Health, LLC doing business as Health Now Home Health SHPDA ID. 119-H7101

Dear Mr. Lambert:

The City of York Healthcare Authority (the "Authority"), operating Hill Hospital of Sumter County is requesting that the C02013-004 dated November 8, 2012, approved 80% membership interest of the Southeast Home Health, LLC, purchased by Hospital Solution of Sumter County II, LLC ("HSSCII"), be transferred to the "Authority."

I am attaching for your review, the following documents pertaining to this request: 1) signed CON application by all parties; and 2) copy of paper work submitted in October 2012 by former owners. A check in the amount of \$2,500.00 is in the mail.

The transaction is a transfer only. No money is involved. Also, this transaction will not result in a change of the services currently offered by the Home Health Agency.

Based upon the aformentation, the "Authority" would respectfully request that SHPDA exercise its authority under Sections 410-1-7-02 and 410-1-7-04 of the Alabama Administrative Code to determine that this change of ownership is not reviewable.

If you need additional information, please do not hesitate to contact me at 205-392-5263 ext 6400.

Sincerely,

Loretta Wilson, MBA/HCM  
Administrator

cc: City of York Healthcare Authority Board Members

*"Caring for our Community is our Commitment"*

**CHANGE OF OWNERSHIP**

JUL 13 2016

**Part I: Purchasing Organization Information**

Name of Organization: City of York Healthcare Authority

Facility Name:  
(ADPH Licensure name) Southeast Health Care, LLC dba Health Now Home Health

SHPDA ID Number: 119-H7101

Address (PO Box #): 751 Derby Drive

City, State, Zip, County: York, Alabama 36925, Sumter County

Number/Type Licensed Beds: -0-

Owner(s): City of York Health Care Authority

Operator(s): Same

**Part II: Selling Organization Information**

Name of Organization: Hospital Solutions of Sumter County, II, LLC

Address (PO Box #): 400 Westpark Court Suite 230

City, State, Zip, County: Peachtree City, GA 30269

Number/Type Licensed Beds: -0-

Owner(s): James H. Burnette, Jr.

Operator(s): Same

**Part III: Value of Consideration**

Monetary Value of Purchase: \$ -0- No./Type Beds: N/A

Terms of Purchase: A transfer only. No money involved  
(add more pages as necessary to describe the sale)

**Part IV: List of Certificate of Need Authority**

Number of Beds: -0-

Types of Institutional Health Services: Home Health

List Service Area by County for Home Health Agencies: Sumter, Choctaw, Marengo, Pickens, Greene

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**On an Attached Sheet Please Address the Following:**

- \*1.) The financial scope of the project to include the preliminary estimate of costs broken down by equipment, construction, and yearly operating costs.
- \*2.) The services to be offered by the proposal (the applicant will state whether he has previously offered the service and whether the service is an extension of a presently offered service, or whether the service is a new service).
- \*3.) Whether the proposal will include the addition of any new beds.
- \*4.) Whether the proposal will involve the conversion of beds.
- \*5.) Whether the assets and stock (if any) will be acquired.

**Part V: Certification of Information**

I certify that I agree to provide the information necessary (financial, utilization of services and beds, etc.) so the new owner can have the necessary information to complete reports as necessary for the entire fiscal year. The purchaser has agreed to these terms,

**Seller(s) Signature(s):**

Owner(s):

James Burnette

Operator(s):

SAME

Title/Date:

CEO07/08/2016

I certify that I will be responsible for retaining records as necessary to complete reports required for the entire fiscal year, and agree to these terms. I have enclosed a check in the amount of **\$2,500** made payable to 'Alabama State Health Planning and Development Agency' to cover the cost of the change of ownership.

☒ YES    ☐ NO

The above Purchaser and Seller have agreed to these purchase terms.

Purchaser Signature:

Shirley ByrdShirley Byrd

Title/Date:

BOARD CHAIR07/11/16

**On an Attached Sheet Please Address the Following:**

- \*1.) The financial scope of the project to include the preliminary estimate of costs broken down by equipment, construction, and yearly operating costs. ***Transfer only – No change in financial scope***
- \*2.) The services to be offered by the proposal (the applicant will state whether he has previously offered the service and whether the service is an extension of a presently offered service, or whether the service is a new service). ***Transfer only – No change in services as outlined in the previous CON application of October 2012***
- \*3.) Whether the proposal will include the addition of any new beds. ***Non applicable***
- \*4.) Whether the proposal will involve the conversion of beds. ***Non applicable***
- \*5.) Whether the assets and stock (if any) will be acquired. ***Non acquired***

original

**CHANGE OF OWNERSHIP**

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OCT 25 2012

STATE HEALTH PLANNING  
AND DEVELOPMENT AGENCY**Part I: Purchasing Organization Information**Name of Organization: Hospital Solutions of Sumter County II, LLC

Facility Name:

(ADPH Licensure name)

South East Home Health Care, LLC

SHPDA ID Number:

119-H7101

Address (PO Box #):

400 Westpark Court Suite 230

City, State, Zip, County:

Peachtree City, GA 30269

Number/Type Licensed Beds:

0

Owner(s):

James H. Burnette, Jr.

Operator(s):

Same**Part II: Selling Organization Information**

Name of Organization:

Hill Home Health Agency

Address (PO Box #):

751 Derby Drive

City, State, Zip, County:

York, Alabama

Number/Type Licensed Beds:

0

Owner(s):

Hill Hospital of Sumter County

Operator(s):

Hill Hospital of Sumter County**Part III: Value of Consideration**

Monetary Value of Purchase:

\$ 0

No./Type Beds:

NA

Terms of Purchase:

WITHDRAWAL FROM LLC

(add more pages as necessary to describe the sale)

**Part IV: List of Certificate of Need Authority**

Number of Beds:

0

Types of Institutional Health Services:

Home Health

List Service Area by County for Home Health Agencies:

Sumter, ChoctawMorengo, Pickens, Greene

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On an Attached Sheet Please Address the Following:

- \*1.) The financial scope of the project to include the preliminary estimate of costs broken down by equipment, construction, and yearly operating costs.
- \*2.) The services to be offered by the proposal (the applicant will state whether he has previously offered the service and whether the service is an extension of a presently offered service, or whether the service is a new service).
- \*3.) Whether the proposal will include the addition of any new beds.
- \*4.) Whether the proposal will involve the conversion of beds.
- \*5.) Whether the assets and stock (if any) will be acquired.

**Part V: Certification of Information**

I certify that I agree to provide the information necessary (financial, utilization of services and beds, etc.) so the new owner can have the necessary information to complete reports as necessary for the entire fiscal year. The purchaser has agreed to these terms.

Seller(s) Signature(s):

Owner(s):

Operator(s):

Title/Date:

Shirley Byrd Shirley Byrd  
SAME  
BOARD President 10/10/2012

I certify that I will be responsible for retaining records as necessary to complete reports required for the entire fiscal year, and agree to these terms. I have enclosed a check in the amount of \$2,300\* made payable to 'Alabama State Health Planning and Development Agency' to cover the cost of the change of ownership.

☒ YES

☐ NO

The above Purchaser and Seller have agreed to these purchase terms.

Purchaser Signature:

Title/Date:

James Burnette JAMES Burnette  
CEO Oct 10, 2012

\*- Please note that the fee for a Notice of Change of Ownership includes a temporary surcharge of \$300.

## **MEMBER WITHDRAWAL AGREEMENT**

**THIS MEMBER WITHDRAWAL AGREEMENT** (the "Agreement") is made and entered into on this 27<sup>th</sup> day of October, 2011 (the "Effective Date") by and between Dennis and Edna Goldman ("Goldmans"), individuals residing in Meridian, MS; the City of York Health Care Authority, Inc. ("Authority") whose address is 751 Derby Drive, York, AL; and Hospital Solutions of Sumter County, LLC ("HSSC") whose address is 751 Derby Drive, York, AL. The parties identified as Goldmans, the Authority, and HSSC are sometimes hereinafter individually referred to as a "Party", and are sometimes hereinafter collectively referred to as the "Parties".

### **RECITALS:**

**WHEREAS**, the Goldmans and the Authority are Members of Hill Home Health Agency, LLC aka South East Home Health Care, LLC, (collectively known as "LLC"), and HSSC is a Member as successor to the Authority having acquired the Authority's rights in the LLC through HSSC's acquisition of the Hill Hospital of Sumter County;

**WHEREAS**, The Authority revokes its previous Letter of Withdrawal dated July 25, 2011 as Member of the LLC, and the Goldmans hereby withdraw as a Member of the LLC effective October 20, 2011 as provided by the LLC's Operating Agreement as submitted to the Alabama State Health Planning and Development Agency;

**WHEREAS**, the Authority withdraws as a Member of the LLC by virtue of HSSC's acquisition of its interests through its Asset Purchase Agreement effective May 1, 2011;

**WHEREAS**, the Goldmans' and Authority's withdrawal as Members of the LLC leaves HSSC as the sole Member of the LLC; and

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. CONDITIONS**

The Parties agree to the conditions of the concurrent withdrawals as of close of business on Thursday, October 20, 2011. HSSC will take ownership of LLC with certain specific provisions as follows:

- Amounts of money paid into the LLC by either Goldmans or Authority are owned by the LLC and neither the Goldmans nor Authority are entitled to repayment of and monies contributed to the LLC for any reason.
- HSSC/LLC will take ownership of all bank accounts and the amounts deposited from payers on or after Oct 20. Any amounts deposited by Goldmans for working capital on or after Oct 20 will be returned to Goldmans.
- All accounts receivable, current and future billings
- HSSC/LLC will take responsibility of all operating expenses going forward as of October 21, 2011
- Goldmans do not contribute any money after October 20.

- HSSC/LLC will authorize budgets and disbursements of all operating expenses as of October 21.
- HSSC/LLC will own all business records and information systems.
- Goldmans will be able to provide all information needed to audit HH including a list of all patients as of May 1 and going forward.
- All cash profits of the LLC will be distributed in the amount of 60% to Goldmans and 40% to HSSC/LLC for a period of 18 months from October 20, 2011, and will be paid quarterly within 15 days of the end of each calendar quarter.
- Goldman will have the right to audit records that are appropriate to establish cash profits or losses.

## **2. EFFECTIVE DATE**

The effective date of this Agreement is October 20, 2011.

## **3. MUTUAL INDEMNIFICATION**

Parties agree that they shall mutually indemnify, defend and hold each other (including the LLC's officers, directors, employees, members, managers, affiliates, agents and representatives) harmless from and against any and all losses or liabilities arising out of, based upon or resulting from:

- (a) any misrepresentation or breach of warranty, covenant or agreement by Parties;
- (b) any and all losses as a result of failure to comply with applicable laws, statutes or regulations;

## **4. GOVERNING LAW**

This Agreement has been made, executed and delivered in the State of Alabama, and shall be governed, enforced, and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions.

## **5. NOTICE TO PARTIES**

Notice shall be given to the Parties at their respective addresses as follows:

Goldmans  
1500 Roebuck Drive  
Meridian, MS 39301

City of York Health Care Authority, Inc.  
751 Derby Drive  
York, AL 36925

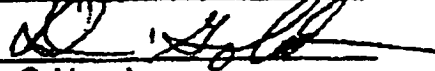
Hospital Solutions of Sumter County, LLC  
751 Derby Drive  
York, AL 36925




6. ENTIRE AGREEMENT

This Agreement contains the entire agreement and supersedes all other written or oral negotiations, commitments, writings, representations and understandings.

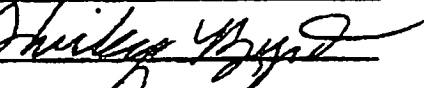
Dennis and Edna Goldman, Individuals

By:   
(Dennis Goldman)

By:   
(Edna Goldman)

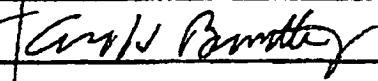
Date: 10/28/11

City of York Health Care Authority, Inc.:

By:   
Name: Shirley Byrd

Title: Chairman, Board of Directors

Hospital Solutions of Sumter County, LLC:

By:   
Name: James H. Bumette, Jr.

Title: General Manager

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PERSONNEL NETWORK

PAGE 02/07

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JUL 22 2010

STATE HEALTH PLANNING  
AND DEVELOPMENT AGENCY GBA

AUG 25 2010

Process Control

Mr. Alva Lambert  
Executive Director  
State Health Planning and Development  
Agency  
100 North Union Street  
RSA Union Building  
Suite 870  
Montgomery, AL 36130-3025

Re: Change of Ownership - York Hospital-Home Health Care Division (Attachment to  
Change of Ownership form)

Dear Mr. Lambert:

We respectfully submit to the State Health Planning and Development Agency ("SHPDA") this letter as an attachment to the Notice of Change of Ownership form that we are filing pursuant to Chapter 410-1-7-04, Rules and Regulations of the Alabama Certificate of Need Program (the "Rules"). The proposed change of ownership involves a two-step transaction with respect to the home health agency owned and operated by York Hospital ("YH"), in York, Sumter Co., AL and all contiguous counties. The following summarizes the transaction proposed to take place on or about August 1, 2010, and addresses SHPDA requirements for a change of ownership.

#### A. Facts

YH offers home health services as part of its hospital operations in Sumter County, Alabama under the trade name York Hospital Home Health Services ("YHHHS"). SHPDA granted Certificate of Need ("CON") Number \_\_\_\_\_, under which YHHHS currently operates, to York Hospital to operate a home health agency in Sumter County on (date) \_\_\_\_\_. That CON was granted pursuant to the former Planning Policy 7 of the Alabama State Health Plan, which, as you know, gave priority consideration in the CON review process to rural acute care hospitals applying to provide home health services.

In step one of this proposed transaction, YH will transfer the assets owned and operated by it in connection with its home health operations to Hill Home Health Agency, LLC, a newly-formed Alabama limited liability company in which YH will initially be the only member. In step two of this proposed transaction, in exchange for an amount that the parties have determined to be fair market value, YH will then transfer 80% of its membership interest in Hill Home Health Agency, LLC to Southeast Home Health Care, LLC ("SE"), an Alabama limited liability company.

Because this proposed transaction involves a CON that was granted under former Planning Policy 7 of the Alabama State Health Plan, the following additional provisions will be made a part of the joint venture operating agreement for Southeast Home Health Care, LLC:

1. The name of the hospital will not be included in the name of the home health agency.
2. SE will be prohibited from taking on duties and/or services that are otherwise reserved

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PERSONNEL NETWORK

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Cahaba GBA

AUG 25 2010

- to the rural hospital by Alabama or federal law.
3. Upon the dissolution of the joint venture, all regulatory authority to own and operate the home health agency will remain with the purchaser.
4. The hospital will have 20% voting rights in all joint venture decisions.
5. The day to day management of the joint venture operations will be conducted by a manager under the oversight and direction of an Administration. The Administration will oversee and direct all clinical operations of the home health agency. The clinical operations shall include operational management, quality of care, provision of services, compliance, personnel, medical records, physical environment, and use of supplies. The Administration may not take or recommend any action which may affect the home health agency's licensure or Medicare certification or which would violate any state or federal law or regulation.
6. The joint venture will be required to ensure continuity of care and further the mission of the hospital, and in the furtherance thereof, the joint venture will admit any patient for home health services who is referred by the hospital, as long as the patient's needs meet the eligibility criteria set up by the Administration and established by the patient's payor source.
7. An authorized representative of the hospital will have the reasonable right to access and examine records and information of the joint venture to ensure compliance with all the provisions of the joint venture documents.
8. The joint venture will not be allowed to offer or provide services other than home health services without the express consent of the hospital.
9. The office for the home health agency will be located on the main campus of the hospital unless there is a need to move.

Process Control

**B. SHPDA Requirements for Change of Ownership**

Therefore, with regards to the questions posed in the Change of Ownership Application, please note the following:

1. The Financial Scope of the Project. The financial scope of the project will encompass the fair market value payment that SE will make to YH as consideration for the purchase of a eighty percent (80%) membership interest in Hill Home Health Agency, LLC.
2. Services to be Offered. The contemplated transaction will not result in any new or additional services to those already being provided by YHHHS.
3. Whether the Proposal will Include the Additional of Any New Beds. The contemplated transaction will not result in the addition of new beds.
4. Whether the Proposal will Involve the Conversion of Beds. The contemplated transaction will not result in the conversion of beds.
5. Whether the Assets and Stock (if any) will be acquired. As described more particularly above, in step one of the transaction, YH will contribute all of the assets it owns in connection with its provision of home health services to SE Home Health Care, LLC. In step two of the transaction, SE will purchase from YH eighty percent (80%) of the membership interest in Hill Home Health Agency, LLC.

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PERSONNEL NETWORK

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Cahaba GBA

AUG 25 2010

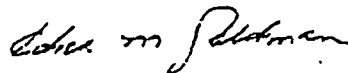
Process Control

C. Requested Action

Based upon the above description of the proposed transaction and a showing that there will be no change in health services, conversion of beds, or increase or decrease in bed capacity, we respectfully request that you exercise your authority under Chapter 410-1-7-04(2) of the Rules and determine that a certificate of need is not required for the consummation of this proposed transaction. In accordance with the SHPDA Rules, I am enclosing with this request a check in the amount of \$1,000 made payable to the Alabama State Health Planning and Development Agency.

Should you have any questions or need further information, please feel free to contact me at Personnel Network, Inc. 1500 Roebuck Dr. Meridian, MS 39301 or 601-693-2484 \*120. Thank you in advance for your assistance with this matter.

Sincerely,



Edna M. Goldman

JAN 13, 2009 10:00

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page 4

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1230555



STATE OF ALABAMA DEPARTMENT OF  
**PUBLIC HEALTH**

Donald E. Williamson, MD  
State Health Officer

March 9, 2010

Cahaba GBA

AUG 25 2010

Process Control

Administrator  
Hill Hospital Home Health  
751 Derby Drive  
York, AL 36925

RE: Medicare Survey  
DUE DATE: March 19, 2010

Dear Administrator:

Based on a review of your acceptable plan of correction on 3/8/10, Hill Hospital Home Health was found to be in substantial compliance with the following standard level deficiencies 484.30(a), 484.36(b)(5), 484.30 and 484.55(c).

Enclosed are two (2) copies of your FORM CMS 2567 of your survey. One copy is for your records and the other copy is to be signed, include title and date. Please return the signed and dated copy to our office within 10 days to the following:

**ATTN: Carolyn C. Duck**  
**Bureau of Health Provider Standards**  
**Division of Health Care Facilities**  
**Medicare Other Unit**  
**P. O. Box 303017**  
**Montgomery, AL 36130-3017**

If you have any questions please call Carolyn C. Duck at 334-206-5196. Your cooperation in this matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn C. Duck".

Carolyn C. Duck, RN  
Supervisor, Medicare Other Unit  
Division of Health Care Facilities

Enclosure  
CCD

201.00826

CEBATES

44-38854-5  
The USA Tower • 201 Montgomery Street • Montgomery, AL 36104  
P.O. Box 303017 • Montgomery, AL 36130-3017

Cahaba GBA

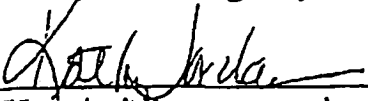
BILL OF SALE  
8/1/2010

AUG 25 2010  
Process Control

For and in consideration of \$10 and other good and valuable consideration, the receipts of which is hereby acknowledged, we the undersigned, Hill Home Health Agency, LLC do hereby sell and convey 80% of our right, title, and interest in and to the said Hill Health Home Agency, LLC to Southeast Home Health Care, LLC.

Witness our signature this the 1<sup>st</sup> day of August 2010.

Hill Home Health Agency, LLC

by:   
Hospital Representative

20100828

0020503

2030550

CORP 00292 PAGE 01 Alabama GBA

AUG 25 2010

Process Control

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY  
ARTICLES OF ORGANIZATION GUIDELINES

INSTRUCTIONS:

- STEP 1: THE NAME OF THE LIMITED LIABILITY COMPANY MUST CONTAIN THE WORDS LIMITED LIABILITY COMPANY, LLC OR L.L.C.
- STEP 2: FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF ORGANIZATION IN THE COUNTY WHERE THE LLC'S REGISTERED OFFICE IS LOCATED. THE SECRETARY OF STATE'S FILING FEE IS \$40. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF ORGANIZATION.

Article I The name of the Limited Liability Company:  
Southeast Home Health Care, LLC  
(Your company title must end with the words Limited Liability Company, L.L.C. or LLC)

Article II The duration of the Limited Liability Company is perpetual.

Article III The Limited Liability Company has been organized for the following purpose(s):  
Any and all legal business transactions and/or business purposes  
and business operations, primarily personal care services.

Article IV The street address (NO PO BOX) of the registered office: 150 South Perry Street,  
Montgomery, AL 36104 and the name of the  
registered agent at that office: CSC-Lawyers Incorporating Service, Inc.

Article V The names and addresses of the initial member(s), and organizer (if any):  
Edna M. Goldman  
133 Winchester Way, Crestview, FL 32539  
(Attach additional sheets if necessary.)

Article VI If the Limited Liability Company is to be managed by one or more managers, list the  
names and addresses of the managers who are to serve until the first annual meeting of  
the members or until their successors are elected and qualified.  
Edna M. Goldman  
133 Winchester Way, Crestview, FL 32539

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the  
Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.

IN WITNESS THEREOF, the undersigned members executed these Articles of Organization on  
this the 24th day of March, 20 10.

THIS DOCUMENT PREPARED BY:

Edna M. Goldman  
Signature of Member/Organizer

20108826 CGBASCB \$5.00  
INDEX REC FEE \$35.00  
\$0.00

113055 STATE OF ALA. MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT IS TRUE

08/03/2010 11:24 6014858110

PERSONNEL NETWORK

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Cahaba GBA

AUG 25 2010

Process Control

STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

100 NORTH UNION STREET, SUITE 870  
MONTGOMERY, ALABAMA 36104

July 22, 2010

Edna M. Goldman  
Personnel Network, Inc.  
1500 Roebuck Drive  
Meridian, MS 39301

RE: CO2010-054  
Hill Hospital

Dear Ms. Goldman:

This is written in response to your letter received on July 22, 2010 regarding the change of ownership of the City of York Healthcare Authority, Inc. d/b/a Hill Hospital to Hill Home Health Agency, LLC on or about August 1, 2010. This is a home health agency located at 751 Derby Drive, York, AL 36925.

Based on information provided in your letter, the Change of Ownership is approved and no further action is necessary from this agency. This decision is based on all information you have provided and on the assumption that you have disclosed all pertinent information. Your request for a change in ownership is also made with the understanding that there will be no substantial deviations from the facts and premises you provided to this agency, and should circumstances prove to be other than represented, this letter may become null and void.

Sincerely,

Alva M. Lambert  
Executive Director

AML:bws

cc: Ray Sherer  
Carol H. Steckel  
Tammy Hudson-Adams, Esq.

MAILING ADDRESS: P.O. BOX 303025, MONTGOMERY, ALABAMA 36130-3025  
PHONE: (334) 242-4103 FAX: (334) 242-4113

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PERSONNEL NETWORK

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AUG 25 2010

State Health Planning And Development Agency Alabama CON Rules & Regulations

## CHANGE OF OWNERSHIP

### Part I: Purchasing Organization Information

Name of Organization: Hill Home Health Agency, LLC

Facility Name:

(ADPH Licensure name) same

SHPDA ID Number:

Address (PO Box #): 751 Derby Drive

City, State, Zip, County: York, AL 36925, Sumter County

Number/Type Licensed Beds:

Owner(s):

Operator(s):

### Part II: Selling Organization Information

Name of Organization: City of York Healthcare Authority, Inc d/b/a Hill Hospital

Address (PO Box #): 751 Derby Drive

City, State, Zip, County: York, AL 36925, Sumter County

Number/Type Licensed Beds:

Owner(s): City of York Healthcare Authority, Inc.

Operator(s): City of York Healthcare Authority, Inc.

### Part III: Value of Consideration

Monetary Value of Purchase: \$ see attached letter Type Beds: see attached letter

Terms of Purchase: see attached letter

(add more pages as necessary to describe the sale)

### Part IV: List of Certificate of Need Authority

Number of Beds:

Types of Institutional Health Services: Home Health Services

List Service Area by County for Home Health Agencies: Sumter, Choctaw, Marengo, Pickens, Greene

State Health Planning And Development Agency Alabama CON Rules & Regulations

On an Attached Sheet Please Address the Following:

\*1.) The financial scope of the project to include the preliminary estimate of costs broken down by equipment, construction, and yearly operating costs.

\*2.) The services to be offered by the proposal (the applicant will state whether he has previously offered the service and whether the service is an extension of a presently offered service, or whether the service is a new service).

\*3.) Whether the proposal will include the addition of any new beds.

\*4.) Whether the proposal will involve the conversion of beds.

\*5.) Whether the assets and stock (if any) will be acquired.

### Part V: Certification of Information

I certify that I agree to provide the information necessary (financial, utilization of services and beds, etc.) so the new owner can have the necessary information to complete reports as necessary for the entire fiscal year. The purchaser has agreed to these terms.

Seller(s) Signature(s):

Owner(s): Donley Dyer

Operator(s):

Title/Date:

I certify that I will be responsible for retaining records as necessary to complete reports required for the entire fiscal year, and agree to these terms. I have enclosed a check in the amount of \$1,000 made payable to 'Alabama State Health Planning and Development Agency' to cover the cost of the change of ownership.

☒ YES ☐ NO The above Purchaser and Seller have agreed to these purchase terms.

Purchaser Signature: John M. Johnson

Title/Date: Managing Member 7-21-10

RECEIVED

JUL 22 2010

STATE HEALTH PLANNING  
AND DEVELOPMENT AGENCY