

Cura Hospitality, LLC Proposal



March 12, 2025

Mississippi State Hospital
3550 Hwy. 468 West
Whitfield, MS 39193

Dear Mr. Lockhart,

Cura Hospitality and Elior North America have enjoyed an engaging and vibrant partnership with Mississippi State Hospital for many years and have had the luxury of being awarded multiple renewals, we are excited for what the future of our partnership holds. We appreciate the opportunity you have provided us to participate in your selection process and continue our relationship as your dining partner.

We are thrilled and excited about building on the foundation we have built at the Mississippi State Hospital over many years, and the opportunity to continue driving a program that satisfies the unique needs of your patients and residents and provide respite to your staff.

As your current provider, we understand your need to be focused on patient and resident satisfaction and will do so by providing a Completely Satisfied dining experience with expanded variety and more homestyle cooking, elevated quality of food and enhanced service efficiency. With that in mind, we have designed our executive summary to best reflect the ways we can continue to support the needs of all our customer segments at MSH. This includes:

- Continue to build on our recent success and enhanced dining options in the employee cafe.
- Investing in the equipment to improve the patients' and residents' dining experience.
- An engaged workforce.
- A clean and safe operation that is survey ready.

You need a dining services partner who can continue to take your dining program to the next level of performance. As your current partner, no one else is better positioned or understands your unique needs better than Cura, we are the best fit for you and Mississippi State Hospital.

From the onset of your partnership with Cura Hospitality, you should expect nothing less than professional, authentic, and caring people. We will continue to earn your trust. We commit to being transparent, fulfilling our promises and acting in your best interest.

To summarize the value of our offer and what a partnership looks like for you:

- Improved quality of food.
- Innovative retail solutions.
- Cura programs for efficiency.
- Patient satisfaction.
- Responsible proposal bid.
- Leader in behavioral health dining!

Thank you for your consideration.

Warm regards,

A handwritten signature in black ink, appearing to read "Jon Norris".

Jon Norris
Client Partnership Director
jon.norris@curahospitality.com
301.606.6518

A handwritten signature in black ink, appearing to read "Trish Spellman".

Trish Spellman
Client Partnership Director
jon.norris@curahospitality.com
301.606.6518



TOKIO MARINE
HCC

Tokio Marine HCC
8 Forest Park Drive
Farmington, CT 06032 USA
Tel: 860-284-4627

February 27, 2025

Mississippi State Hospital
3550 Hwy 468 West
Whitfield, MS 39193

RE: Bondability Letter for Cura Hospitality, LLC
PROJECT: Procurement of Food Service Management Services
RFP 03.18.2025.490

To: Whom it may concern,

Tokio Marine HCC - Surety Group is a leading provider of surety bonds; comprised of American Contractors Indemnity Company, U.S. Specialty Insurance Company and United States Surety Company. Our underwriting companies are rated A+ (Strong) by Standard & Poor's and A++ (Superior) by A.M. Best Company.

Tokio Marine HCC is a leading specialty insurance group underwriting more than 100 classes of specialty insurance in approximately 180 countries. Headquartered in Houston, Texas, the company is made up of highly entrepreneurial teams equipped to underwrite special situations, companies and individuals. Tokio Marine HCC is part of Tokio Marine, a premier global company with a market cap of approximately \$30 billion.

Cura Hospitality, LLC is a surety client of Tokio Marine HCC - Surety Group. We understand that you are considering them for future projects. Although we have not set a maximum single bond limit, we will consider the company for payment and performance bonds of \$5,000,000 single limit within a \$50,000,000 aggregate program.

Please be advised that execution of all final bonds is subject to review and acceptance of the final contract terms, conditions, and financing by our client and Tokio Marine HCC - Surety Group at the time of each request. This letter does not guarantee the execution of any final bonds. The information contained herein is furnished as a matter of courtesy for your confidential use and is merely an expression of opinion as of the date of this letter. If you have any questions please do not hesitate to contact me at 860-284-6141.

Best Regards,

Sarah Harren, Authorized Representative
On Behalf of U.S. Specialty Insurance Company



Management's Discussion and Analysis for Fiscal 2023-2024

Consolidated Financial Statements for the Year Ended September 30, 2024

IFRS Consolidated Financial Statements for the Years Ended September 30, 2024 and 2023

1. Consolidated Income Statement and Statement of Comprehensive Income

1.1. Consolidated Income Statement

(in € millions)	Note	Year ended Sept. 30, 2024	Year ended Sept. 30, 2023
Revenue	7.1, 7.2	6,053	5,223
Purchase of raw materials and consumables		(1,740)	(1,656)
Personnel costs excluding share-based compensation expense	7.3	(3,282)	(2,773)
Share-based compensation expense	7.18.2	-	(6)
Other operating expenses		(587)	(491)
Taxes other than on income		(111)	(92)
Depreciation, amortization and provisions for recurring operating items		(166)	(152)
Net amortization of intangible assets recognized on consolidation		(36)	(20)
Recurring operating profit from continuing operations		131	33
Share of profit of equity-accounted investees		-	-
Recurring operating profit from continuing operations including share of profit of equity-accounted investees	7.1	131	33
Non-recurring income and expenses, net	7.4	(31)	(81)
Operating profit/(loss) from continuing operations including share of profit of equity-accounted investees		100	(48)
Financial expenses	7.5	(122)	(88)
Financial income	7.5	17	10
Profit/(loss) from continuing operations before income tax		(5)	(126)
Income tax	7.6	(36)	29
Net profit/(loss) for the period from continuing operations		(41)	(97)
Net profit for the period from discontinued operations	7.7	-	-
NET PROFIT/(LOSS) FOR THE PERIOD		(41)	(97)
Attributable to:			
Owners of the parent		(41)	(93)
Non-controlling interests		-	(4)

The accompanying notes form an integral part of the consolidated financial statements.

(in €)	Note	Year ended Sept. 30, 2024	Year ended Sept. 30, 2023
Earnings/(loss) per share			
Earnings/(loss) per share – continuing operations			
Basic		(0.16)	(0.45)
Diluted		(0.16)	(0.45)
Earnings per share – discontinued operations			
Basic		-	-
Diluted		-	-
Total earnings/(loss) per share			
Basic		(0.16)	(0.45)
Diluted		(0.16)	(0.45)

Management's Discussion and Analysis for Fiscal 2023-2024
Consolidated Financial Statements for the Year Ended September 30, 2024

2.2. Equity and Liabilities

(in € millions)	Note	At September 30, 2024	At September 30, 2023 ⁽¹⁾
Share capital	7.18.1	3	3
Reserves and retained earnings		783	833
Translation reserve		(11)	11
Equity attributable to owners of the parent		775	847
Non-controlling interests		1	(1)
Total equity	4.	776	846
Long-term debt ^(*)	7.16, 7.17	887	967
Long-term lease liabilities ^(*)	7.16, 7.17	129	155
Fair value of derivative financial instruments ^(*)		8	-
Deferred tax liabilities	7.13	1	-
Provisions for pension and other post-employment benefit obligations	7.15.1	74	74
Other long-term provisions	7.15	29	28
Other non-current liabilities	7.19	5	6
Total non-current liabilities		1,133	1,230
Trade and other payables		658	646
Due to suppliers of non-current assets		13	14
Accrued taxes and payroll costs		663	639
Current income tax liabilities		14	8
Short-term debt ^(*)	7.16, 7.17	324	242
Short-term lease liabilities ^(*)	7.16, 7.17	65	67
Short-term provisions	7.15	57	56
Contract liabilities	7.2.2	58	53
Other current liabilities	7.19	47	32
Liabilities classified as held for sale	7.7	-	-
Total current liabilities		1,899	1,757
Total liabilities		3,032	2,987
TOTAL EQUITY AND LIABILITIES		3,808	3,833
 <i>Net debt</i>		 1,270	 1,381
 <i>Net debt excluding fair value of derivative financial instruments and debt issuance costs</i>		 1,269	 1,393

* Included in the calculation of net debt

(1) In accordance with IAS 1, the financial liabilities related to the "On" sub-program of the securitization program have been reclassified to short-term debt.

The accompanying notes form an integral part of the consolidated financial statements.

How our audit addressed this risk

As part of our work, we assessed the Group's liquidity needs in relation to forecasted cash flows, current sources of financing, including the securitization program and the revolving credit line and existing credit lines.

To this end, we reviewed the relevant documents related to (i) the contracted bank and bond debt agreements, as well as the related obligations (financial ratios under bank covenants) and the latest agreement with the banks dated November 21, 2023, (ii) the existing and available credit lines, and (iii) the securitization program entered into by the Group.

We also analyzed the cash flow forecasts by reviewing (i) the procedures implemented to prepare them and (ii) the main assumptions made by management for their preparation.

We assessed their consistency with the forecast data derived from the latest business plans. These forecasts were prepared under the supervision of management and approved by the board of directors.

Evaluation of goodwill impairment**Identified risk**

As part of its development, the Group has undertaken targeted external growth operations and recognized several goodwill amounts, totaling €1,676 million (representing 44% of the total balance sheet) as of September 30, 2024. These goodwill amounts have been allocated to the groups of Cash Generating Units (CGUs) of the activities into which the acquired companies have been integrated.

As indicated in the notes to the consolidated financial statements (note 6.8 "Impairment tests and impairment losses"):

- the carrying amounts of intangible and tangible assets, as well as those of goodwill, are reviewed at each balance sheet date to assess whether there is any indication that an asset has suffered an impairment loss;
- Each year, on 30 September, an impairment test for goodwill is carried out. Where applicable, an impairment loss is recognized to reduce the carrying amount of the CGUs and groups of CGUs, to which the goodwill is allocated, to its estimated recoverable amount;
- This recoverable amount is determined using the value in use, calculated from the present value of future cash flows, based on budget forecasts retained and validated by the Group's management over a period of five years and a long-term growth rate not to exceed the average long-term growth rate of the operating business segment.

We also assessed their appropriateness in relation to the actual performance of the financial year and the economic and financial context of the collective catering and services sector.

Finally, we assessed the appropriateness of the information included in the notes to the consolidated financial statements relating to:

- the items described in note 6.1.2 "Going concern",
- the description of the financial debts, credit lines and securitization program in note 7.16.1 "Financial debts",
- the description of the financial covenants in note 7.16.6 "Financial covenants", and
- the liquidity risk set out in the relevant paragraph of note 7.17.1 "Liquidity risk".

The determination of the value in use of goodwill is largely based on the judgment of the Group's management, and in particular on the following three assumptions:

- The five-year budget forecasts,
- Long-term growth rates beyond five years, and
- Discount rates.

As disclosed in note 7.9.2 "Impairment tests and sensitivity analyses", the Group's management has used the following main assumptions for the determination of recoverable values:

- Business development and price increases,
- Growth of activity in a low-capital-intensive model, and
- Improving operational efficiency and pursuing commercial and cost synergies.

In this context, we considered the evaluation of goodwill, and in particular the determination of the five-year budget forecast, long-term growth rates beyond five years, and discount rates applied, as a key focus of the audit.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with International Financial Reporting Standards as adopted by the European Union, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as

applicable, matters related to going concern and using the going concern basis of accounting unless it is expected to liquidate the Company or to cease operations.

The Audit Committee is responsible for monitoring the financial reporting process and the effectiveness of internal control and risks management systems and where applicable, its internal audit, regarding the accounting and financial reporting procedures.

The consolidated financial statements were approved by the Board of Directors.

Statutory Auditors' Responsibilities for the Audit of the Consolidated Financial Statements**Objectives and audit approach**

Our role is to issue a report on the consolidated financial statements. Our objective is to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with professional standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

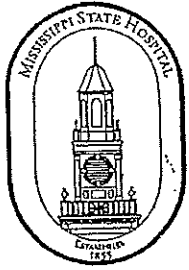
As specified in Article L.821-55 of the French Commercial Code (code de commerce), our statutory audit does not include assurance on the viability of the Company or the quality of management of the affairs of the Company.

As part of an audit conducted in accordance with professional standards applicable in France, the statutory auditor exercises professional judgment throughout the audit and furthermore:

- Identifies and assesses the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, designs and performs audit procedures responsive to those risks, and obtains audit evidence considered to be sufficient and appropriate to provide a basis for his opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtains an understanding of internal control relevant to the audit in order to design audit procedures that are

appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control.

- Evaluates the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management in the consolidated financial statements.
- Assesses the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. This assessment is based on the audit evidence obtained up to the date of his audit report. However, future events or conditions may cause the Company to cease to continue as a going concern. If the statutory auditor concludes that a material uncertainty exists, there is a requirement to draw attention in the audit report to the related disclosures in the consolidated financial statements or, if such disclosures are not provided or inadequate, to modify the opinion expressed therein.
- Evaluates the overall presentation of the consolidated financial statements and assesses whether these statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtains sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. The statutory auditor is responsible for the direction, supervision and performance of the audit of the consolidated financial statements and for the opinion expressed on these consolidated financial statements.



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

Amendment No. 1 to RFP: 03.18.2025.490 (FOOD SERVICE MANAGEMENT SERVICES)
RFX: 3120003080
March 12, 2025

All Prospective Offerors:

Reference is made to our request for proposal (RFP), 03.18.2025.490 for food service management services, dated February 6, 2025. This letter will acknowledge that the RFP is modified and superseded by the following change in terms, conditions and specifications:

1. Change: The attached questions and responses are made a part of the RFP in their entirety.
2. Change: The proposal opening date is hereby changed from March 18, 2025 to March 21, 2025.

In the event that any provision of this first amendment conflicts in whole or in part with any of the terms, conditions, or specifications of the request for proposal, the provisions of this first amendment will control. The effective date of this amendment is March 12, 2025.

All other terms, conditions, and specifications of this solicitation remain unchanged.

Proposal Opening Date and Time: March 21, 2025 at 3:00 P.M. CST

Issued By: H.L. Lockhart/Purchasing Chief – (601) 351-8056

Acknowledgment

This amendment must be signed and returned with your proposal, or otherwise acknowledged prior to the opening date and time shown above. If you have already submitted your proposal and need to make corrections, submit a corrected proposal with this amendment prior to the opening date and time shown above.

Cover Hospitality, LLC
Company Name
Client Partnership Director

Title

Jon Norris
Signature

3/14/2025
Date

**EXHIBIT - B
PROPOSAL PRICING FORM**

Base Price Per Patient Meal: \$ 6.32 (Offeror Must Offer Sliding Scale Pricing)

Nourishments: Please see attached pricing sheet. (Attach Price List)

Medication – Treatment Foods: Please see attached pricing sheet. (Attach Price List)

Supplements: Supplements to be provided by MSH and distributed by Cura as part of routine meal and Nourishment deliveries. (Attach Price List & Offer Price For Distribution Only)

Base Price Per Employee Breakfast Meal: \$ 5.99 (Offeror May Use Sliding Scale)

Base Price Per Employee Lunch Meal: \$ 7.99 (Offer May Use Sliding Scale)

Catering Functions: Please see attached pricing sheet. (Firm Fixed Price Based On Set Menus – Attach Price List)

Note: Cost Plus a percentage pricing is not acceptable.

I certify that I am authorized to enter into a binding contract, if this proposal is accepted.

Name of Company Cura Hospitality, LLC Telephone 724-416-7676

Address 6000 Town Center Blvd., Suite 120

City/State/Zip Code Canonsburg, PA 15317

Authorized Binding Signature DocuSigned by: Patricia Spellman
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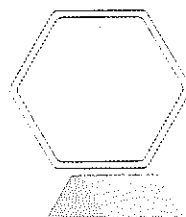
Title President

We submit the above prices and agree to initiate services within 30 days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the final proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by MSH, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Offeror within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the Offeror in whole or in part without the written consent of MSH.

Exhibit C — Sliding Scale

Mississippi State Hospital Meal Pricing Sliding Scale	
613-594	\$6.23
593-574	\$6.26
573-554	\$6.29
553-353	\$6.32 (Base Price Per Meal)
352-333	\$6.35
332-313	\$6.70
312-293	\$6.41

NOTE: Minimum .5% reduction for each additional increment of 20 meals/Plus .5% for each reduction increment of 20 meals.



Special Event Menu

Menu Item	Price
Entrée	
Chicken Quarter, ea	\$2.60
Hot Dog, ea	\$1.17
Polish Sausage, ea	\$1.32
Hamburger Patty, ea	\$2.08
Grilled Chicken Patty, ea	\$2.18
Fried Chicken Strips, ea	\$2.61
Fried Fish, ea	\$3.73
Brisket, ea	\$108.37
Sides	
Potato Salad, per serving	\$1.48
Corn Cobbettes, ea	\$0.58
Baked Beans, per serving	\$1.48
Cole Slaw, per serving	\$1.25
French Fries, per serving	\$1.50
Potato Chips, ea	\$1.09
Pasta Salad, per serving	\$1.48
Chili, per serving	\$1.80
Desserts	
Fudge Brownie, ea	\$0.85
Cake w/ Icing	\$19.50
3 gal Ice Cream	\$38.21
Ice Cream Cups, ea	\$0.75
Peach Cobbler, ea	\$15.79
Pecan Pie, per pie	\$11.87
Boston Crème, per pie	\$9.74
Pumpkin, per pie	\$8.96
Lemon M, per pie	\$13.80
Extras	
Hamburger Buns, ea	\$0.55
Hot Dog Buns, ea	\$0.50
Hushpuppies, per serving	\$0.95
Rolls, ea	\$0.45



Nourishment List

Menu Item	Item Number	Price
Sugar Free Ice Cream, ea	3581699	\$0.75
Vanilla Ice Cream Cup, ea	3412410	\$0.75
Chocolate Ice Cream Cup, ea	3412424	\$0.75
Strawberry Ice Cream Cup, ea	3412394	\$0.75
Orange Push Up ea	2934156	\$1.10
Popsicle ea	1666163	\$0.75
Tuna Salad (5# tub)	MS Stratton	\$36.15
Pimento Cheese (5# tub)	MS Stratton	\$36.15
Chicken Salad (5# tub)	MS Stratton	\$36.15
Turkey, 1#	7224199	\$9.75
Bologna/Salami	Meat Combo	\$9.75
Ham, 1#	Meat Combo	\$9.75
Margarine 1#, ea	4590131	\$2.75
Sliced Cheese, 160 slices	9036724	\$21.62
2% Milk, ea	Prarie Farms	\$0.54
Yogurt, 4 oz ea	5076611	\$0.56
Celery/Carrot Snack Pack ea.	Robertson	\$0.60
Grits, Instant (12/Box)	2126464	\$5.75
Oatmeal Inst (12/Box)	1853466	\$5.75
Popcorn (50# bag)	4427415	\$33.40
Popcorn (Microwave ea)	9908392	\$0.75
Popcorn Oil, Gallon	4119061	\$9.33
Saltines (500-2pk/case)	6056105	\$17.82
Vanilla Pudding #10	7295256	\$8.45
Banana Pudding #10	7295280	\$8.45
Chocolate Pudding #10	7295272	\$8.45
Potato Chips, 104/1 oz, each	4352977	\$1.09
Oreo Cookies, ea	7662265	\$0.44
Ritz/Cheese, ea	6935793	\$0.48
Granola Bars, ea	645855	\$0.68
Rice Krispie Treats, ea	7558299	\$0.68
Cereal Bar: Apple ea	5523808	\$0.60
Cereal Bar: Blueberry, ea	5523816	\$0.60
Cereal Bar: Strawberry, ea	55236949	\$0.60
Sandwich Bread, White ea	Bimbo	\$4.00
Sandwich Bread, Wheat ea	Bimbo	\$4.00



Menu Item	Item Number	Price
Goldfish, ea	5464276	\$0.35
Moon Pies: Chocolate ea	7075733	\$0.35
Moon Pies: Vanilla ea	7074175	\$0.35
Moon Pies: Banana ea	7075729	\$0.35
Coffee: Regular, ea	1151679	\$1.17
Coffee: Decaf, ea	1151570	\$1.17
Coffee Creamer, case	7729959	\$39.47
Apples, ea	1099738	\$0.65
Oranges, ea	2349447	\$0.65
Bananas, ea	1254440	\$0.75
Tea, Packets (5 Gallon)	8256588	\$3.77
Fruit Punch (5 Gallon)	8099693	\$3.77
Oatmeal Crème Pie, ea	4591622	\$0.34
Fudge Rounds, ea	4591646	\$0.34
Oatmeal Cookies, pkg	2870806	\$2.19
Chocolate Chip Cookies, pkg	2870400	\$2.19
Sugar Cookies, pkg	2870384	\$2.19
Vanilla Wafers, Bag	3267655	\$1.87
Graham Crackers, Case	5278718	\$30.00
Chocolate Brownie Cookie, ea	0560245	\$0.75
Peanut Butter Cookie, ea	6925917	\$0.75
Fruit Cup, Tropical 4 oz ea	1878738	\$0.65
Fruit Cup, Diced Peaches, ea	4714671	\$0.65
Pudding Snack: Chocolate	5661582	\$0.65
Pudding Snack: Vanilla	5763834	\$0.65
Cereal: Rice Krispie, bag	6709455	\$5.12
Cereal: Frosted Flakes, bag	6781587	\$5.12
Cereal: Cornflakes, bag	6709307	\$5.12
Cereal Bran Flakes, bag	6709414	\$5.12
Cereal: Toasted O's, bag	6732754	\$5.12
Jelly (#10 Jar)	4184461	\$17.03
Peanut Butter (5# tub)	9732967	\$18.45
3 Gallon Chocolate Ice Cream	2130078	\$37.81
3 Gallon Strawberry Ice Cream	9188624	\$38.21
Crushed Oreos, per bag	3656998	\$6.21
Whip Topping, per tub	1076264	\$4.24
Coffee Pot Decanter, ea	0072157	\$15.00
Polish Sausage 50/Case	1870997	\$66.00



Menu Item	Item Number	Price
3 Gallon Vanilla Ice Cream	2130060	\$30.68
Crushed Pineapple, #10 can	4092490	\$10.85
Strawberry Glaze, .75 tub	4788923	\$16.66
Sprinkles (12 oz Cup)	4279697	\$2.91
Chocolate Milk, ea	Milk Man	\$0.55
Coffee Filters, 1 packet (250 each)	5950670	\$6.02
Hot Dog Buns 12 ea	2496624	\$4.00
Ice Cream Sandwich, ea	1666155	\$0.70
Salt PC (1/1000 Count)	4123196	\$4.99
Pepper PC (1/1000 Count)	4123212	\$4.99
Bottled Water, ea	9901031	\$0.36
Soup, ea		\$0.82

• farms & environments •



Medical Treatment List

Menu Item	Item Number	Price
Prune Juice, 46 oz	6082879	\$6.67
Apple Juice, 46 oz	6050116	\$5.04
Grape Juice, 46 oz	6050132	\$5.04
Orange Juice, 46 oz	6050124	\$5.04
Pineapple Juice, 46 oz	6050140	\$5.04
Cranberry Juice, 46 oz	6050173	\$4.05
Thickened Apple Juice, Nectar 4 oz, ea	8104291	\$0.58
Thickened Apple Juice, Honey 4 oz, ea	O238006	\$0.58
Apple Juice w/ Fiber 46 oz	4173449	\$4.75
Tomato Juice, 4 oz	5161658	\$0.65
Fruit Drink Mix (5 gallon)	8099693	\$2.11
Applesauce, 4 oz cup	2603005	\$0.60
Gatorade (24/case) 11.6 oz	7468515	\$1.54
Buttermilk (1/2 gallon)	4841268	\$3.25
Thickened Cranberry Juice, Nectar 4 oz, ea	O237735	\$0.58
Thickened Cranberry Juice, Honey 4 oz, ea	O238030	\$0.58
Thickened Water, Nectar 4 oz	O237768	\$0.58
Thickened Water, Honey 4 oz	O238097	\$0.58
Cranberry Juice w/Fiber, 46 oz, ea	4173423	\$4.75
Apple Sauce #10 Can, ea	4062030	\$10.73
Thickened Tea, Nectar, ea 4 oz	7961584	\$0.58
Thicken Tea, Honey, ea 4 oz	7960396	\$0.58



Employee Retail Menu

Menu Item	Price
Breakfast	
<i>Breakfast Your Way</i>	
Made to Order: Build Your Own Omelet w/ Unlimited Toppings	\$5.99
Made to Order: Egg & Cheese Omelet	\$3.99
Best Darn Breakfast Sandwich	\$3.99
Jumbo Cinnamon Roll	\$3.99
Fried Egg	(2) \$2.79 (3) \$3.99
Giant Pancakes	(1) \$1.29 (2) \$2.29 (3) \$3.09
French Toast Sticks	(3) \$1.99 (5) \$2.99
<i>Breakfast Sides</i>	
Fresh Baked Muffin	\$2.99
Hardboiled Egg (2)	\$2.79
Sausage Biscuit	\$1.99
Breakfast Meat	\$1.59
Sausage Patty, Sausage Link, Bacon	
Hash Browns	\$1.49
Gravy	\$0.89
Biscuit	\$0.89
Toast (2)	\$0.89
<i>Grits & Oatmeal</i>	
Large Grits	\$2.09
Small Grits	\$1.29
Large Oatmeal	\$2.09
Small Oatmeal	\$1.29
<i>Breakfast Meals & Combos</i>	
Chef's Breakfast (<i>Base Price per Employee Breakfast</i>)	\$5.99
Any Style Eggs 1 Meat Grits Biscuit	
Make it a Combo:	
Add Second Meat or Pancake Medium Coffee or Medium Fountain Drink 1.99 more	



Menu Item	Price
Make it a Combo:	\$6.49
Breakfast Sandwich Grits Medium Coffee or Medium Fountain Drink	
Make it a Combo:	\$4.99
Breakfast Sandwich Medium Coffee	
Lunch	
<i>From the Grill</i>	
<i>Fresh, Never Frozen!</i>	
<i>All burgers come with lettuce, tomato, onion, pickles</i>	
Triple Cheeseburger	\$7.49
Double Cheeseburger	\$5.99
Cheeseburger	\$3.99
Grilled Chicken Sandwich	\$3.99
Freshly Breaded Chicken Tenders	(3) \$3.79 (5) \$6.29
Three Cheese Grilled Cheese	\$3.49
<i>Grill Sides</i>	
Shareable Fries	\$3.29
Regular Fries	\$2.09
Shareable Onion Rings	\$3.79
Regular Onion Rings	\$2.59
<i>Grill Extras</i>	
Add Bacon	\$1.59
Add Grilled Onions	\$0.99
Add Cheese	\$0.99
American, Cheddar, Provolone, Pepper Jack	
Add Guacamole	\$0.99
<i>Make it a Combo</i>	
Add Fries & Medium Fountain Drink	\$3.59
Add Shareable Fries & Large Fountain Drink	\$4.99
<i>Base Price Per Employee Lunch (includes entree, two sides, bread, and fountain drink)</i>	\$7.99
Grab n Go	
Fresh Fruit Cup	\$2.99
Pecan Pie	\$2.99
Lemon Meringue Pie	\$2.99



Menu Item	Price
Strawberry Pie	\$2.99
Cheesecake	\$2.99
Carrot Cake	\$2.99
Chocolate Cake	\$2.99
Tuna on Wheat	\$3.99
Roast Beef on Ciabatta	\$3.99
Club Sandwich	\$3.99
Turkey & Swiss on Croissant	\$3.99
Salad Bar	\$0.59 per ounce
Grill	
Mushroom Swiss Burger	\$3.99
Fish Sandwich	\$3.99
Shrimp Po'Boy	\$3.99
Catfish Po'Boy	\$3.99
French Dip Sandwich	\$3.99
Philly Cheese Steak	\$3.99
Patty Melt	\$3.99
Drinks	
Bottled Soda (20 oz)	\$2.49
Aquafina Water (20 oz)	\$2.29
Aquafina Water (1 liter)	\$3.99
Life Water (20 oz)	\$2.49
Propel (20 oz)	\$2.79
Bubly (12 oz)	\$1.49
Lipton Tea (20 oz)	\$2.49
Celsius (12 oz)	\$2.99
Rockstar Energy (16 oz)	\$3.49
Starbucks Frappuccino (13.7 oz)	\$3.99
Smartwater (20 oz)	\$2.49
Monster Energy (16 oz)	\$3.49
Reign Energy (16 oz)	\$3.49
Powerade (20 oz)	\$2.49
Impulse	
Snack Prepacked (small)	\$2.99
Snack Prepacked (large)	\$3.99
Kind Bar	\$3.29
Skinny Pop	\$2.99
Quaker Rice Crisps	\$2.99



Menu Item		Price
	Pop Corners	\$2.49
	Trident Gum	\$2.49
	Altoids	\$2.49
	Frito Lay (large)	\$2.49
	Frito Lay (smal)	\$1.79
	Whole Fruit	\$0.99
Soup		
	12 oz	\$2.79
	16 oz	\$3.99

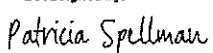


EXHIBIT - F

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Representation Regarding Contingent Fees. By responding to the solicitation the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.
2. Representation Regarding Gratuities. The offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSH a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MSH has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government Laws, codified at Mississippi Code Annotated 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
3. Certification of Independent Price Determination. By submitting a proposal the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
4. Certification of Non-Debarment. By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

DocuSigned by:

 SF4FF3B88B69419...
 Signature of Bidder

 President
 Title

02/14/2025

 Date

NOTE: IT IS MANDATORY THAT THIS PAGE BE SIGNED AND RETURNED WITH BID

EXHIBIT - G

PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH FOOD SERVICE MANAGEMENT SERVICES

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding food service management services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the offeror's proposed services fully meet or exceed those as specified in Mississippi State Hospital Request for Proposal (RFP) for food service management services dated February 6, 2025. Additionally, the offeror agrees that all of its proposal documents and responses to the aforementioned Request for Proposal will, at the option of MSH, become a legally binding and essential portion of the final contract between the offeror and MSH.
2. The undersigned hereby agrees that all information contained in this Request for Proposal is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Officer of MSH.
3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the RFP for food service management services in whole, with exception of those amendments as acknowledged in writing to offeror and signed by a duly authorized agent of MSH.

Company Name: Cura Hospitality, LLC

Name of Authorized Agent (Printed): Trish Spellman - President

Signature of Authorized Agent Patricia Spellman
DocuSigned by: 5F4FF3B88B69419...

Date: 02/14/2025

NOTE: IT IS MANDATORY THAT THIS FORM BE SIGNED AND RETURNED WITH BID



Management's Discussion and Analysis for Fiscal 2023-2024
 Statutory Auditors' Report on the Consolidated Financial Statements – AFR

Report to the Audit Committee

We submit a report to the Audit Committee which includes in particular a description of the scope of the audit and the audit program implemented, as well as the results of our audit. We also report, if any, significant deficiencies in internal control regarding the accounting and financial reporting procedures that we have identified.

Our report to the Audit Committee includes the risks of material misstatement that, in our professional judgment, were of most significance in the audit of the consolidated financial statements of the current period and which are

therefore the key audit matters, that we are required to describe in this report.

We also provide the Audit Committee with the declaration provided for in Article 6 of Regulation (EU) N° 537/2014, confirming our independence within the meaning of the rules applicable in France such as they are set in particular by Articles L.821-27 to L.821-34 of the French Commercial Code and in the French Code of Ethics (code de déontologie) for statutory auditors. Where appropriate, we discuss with the Audit Committee the risks that may reasonably be thought to bear on our independence, and the related safeguards.

Paris-La Défense, December 6, 2024

The Statutory Auditors

French original signed by

ERNST & YOUNG Audit

Pierre ABILY Claire CESARI-WALCH

DELOITTE & ASSOCIÉS

Frédéric GOURD Aude BOUREAU

How our audit addressed this risk

We analyzed the compliance of the methods used by the Group to estimate the utility values with the appropriate accounting standards in force. We reviewed the impairment tests conducted by the Group. Regarding the carrying amount used for the CGUs and groups of CGUs tested by the Group, we reconciled it with the underlying accounting elements. Regarding the elements underpinning the recoverable amount determined by the Group:

- For the cash flow projections over five years, we assessed:
 - the appropriateness of these projections in relation to the economic and financial context of the collective catering and services sector,
 - the reliability of the process used to prepare these projections, and
- the consistency of these projections with the latest estimates of management as presented to the board of directors within the framework of budgetary processes
- For the growth rates beyond five years and the discount rates applied to the expected cash flows: we included a valuation expert in our audit team to assess the consistency of these rates with the rates observed for companies considered comparable, based on a sample of analyst notes. We also performed a critical analysis of the sensitivity of the utility value used by the Group to variations in its main assumptions, and assessed the related information provided in the notes.

More generally, we assessed the information presented in notes 6.7.2 "Goodwill", 6.8 "Impairment Tests and Impairment Losses", and 7.9 "Goodwill" of the notes to the consolidated financial statements.

Specific Verifications

We have also performed, in accordance with professional standards applicable in France, the specific verifications required by laws and regulations of the information pertaining to the Group presented in the management report of the Board of Directors.

We have no matters to report as to its fair presentation and its consistency with the consolidated financial statements.

Other Legal and Regulatory Verifications or Information

Format of presentation of the consolidated financial statements intended to be included in the annual financial report

We have also verified, in accordance with the standard of professional practice on the due diligence of the statutory auditor relating to annual and consolidated financial statements presented in accordance with the single European electronic information format, compliance with this format defined by European Delegated Regulation No. 2019/815 of 17 December 2018 in the presentation of consolidated financial statements intended for inclusion in the annual financial report referred to in I of Article L.451-I-2 of the Monetary and Financial Code, drawn up under the responsibility of the Chairman and Chief Executive Officer. As these are consolidated accounts, our due diligence includes verifying the compliance of the marking of these accounts with the format defined by the above-mentioned regulation.

On the basis of our work, we conclude that the presentation of the consolidated accounts for inclusion in the annual financial report complies in all material respects the single European electronic reporting format.

We attest that the consolidated non-financial statement required by Article L.225-102-1 of the French Commercial Code (code de commerce) is included in Group management report, it being specified that, in accordance with the provisions of Article L.823-10 of the code we have verified neither the fair presentation, nor the consistency with the consolidated financial statements of the information contained therein. This information should be reported on by an independent third party.

Due to the technical limitations inherent in the macro-tagging of consolidated accounts according to the single European electronic reporting format, it is possible that the content of some tags in the notes to the notes is not reflected in the same way as the consolidated accounts attached to this report.

Furthermore, it is not up to us to verify that the consolidated financial statements that will actually be included by your company in the annual financial report filed with the AMF correspond to those on which we carried out our work.

Appointment of the Statutory Auditors

We were appointed as statutory auditors of Elior Group by the general meetings held on March 20, 2020 for Deloitte & Associés and on February 28, 2024 for ERNST & YOUNG Audit.

As of September 30, 2024, Deloitte & Associés was in the fifth year of its engagement and ERNST & YOUNG Audit was in the first year of its engagement.

4.10. Statutory Auditors' Report on the Consolidated Financial Statements – AFR

For the year ended September 30, 2024

To the Shareholders of Elior Group,

Opinion

In compliance with the engagement entrusted to us by your annual general meetings, we have audited the accompanying consolidated financial statements of Elior Group for the year ended September 30, 2024.

In our opinion, the consolidated financial statements give a true and fair view of the assets and liabilities and of the

financial position of the Group as of September 30, 2024 and of the results of its operations for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union.

The audit opinion expressed above is consistent with our report to the Audit Committee.

Basis for Opinion

Audit Framework

We conducted our audit in accordance with professional standards applicable in France. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Our responsibilities under those standards are further described in the Statutory Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report.

Independence

We conducted our audit engagement in compliance with independence requirements of the French Commercial Code (code de commerce) and the French Code of Ethics (code de déontologie) for statutory auditors, for the period from October 1, 2023 to the date of our report, and specifically we did not provide any prohibited non-audit services referred to in Article 5(1) of Regulation (EU) No 537/2014.

Justification of Assessments – Key Audit Matters

In accordance with the requirements of Articles L. 821-53 and R.821-180 of the French Commercial Code (code de commerce) relating to the justification of our assessments, we inform you of the key audit matters relating to risks of material misstatement that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period, as well as how we addressed those risks.

These matters were addressed in the context of our audit of the consolidated financial statements as a whole, approved in the conditions mentioned above, and in forming our opinion thereon, and we do not provide a separate opinion on specific items of the consolidated financial statements.

Liquidity Risk

Identified risk

Net financial debt as of September 30, 2024 (excluding the fair value of derivative financial instruments and debt issuance costs) amounted to €1,269 million, including €142 million of available cash.

The Group's financial debts are presented in note 7.16.1 "Debt" of the consolidated financial statements. These include a senior bank loan of €100 million, of which €11 million maturing in July 2025 and €89 million maturing in July 2026, a senior bond debt totaling €550 million and maturing in July 2026 and a bank debt guaranteed by the French State of €169 million with a final maturity scheduled for March 2027.

The note "6.1.2 Going concern" in the notes to the consolidated financial statements specifies the elements underlying the application of the going concern principle. Note "7.17.1. Liquidity risk" in the notes details the Group's liquidity risk management and the Group's sources of liquidity, including a multi-currency revolving credit line of 350 million euros and the commercial receivables securitization program with a maximum amount of €800 million.

We have considered liquidity risk as a key audit matter, given the conditions attached to the Group's debt, in particular repayment schedules, financial ratios under covenants, etc.

2. Consolidated Balance Sheet

2.1. Assets

(in € millions)	Note	At September 30, 2024	At September 30, 2023
Goodwill	7.9	1,676	1,680
Intangible assets	7.10	221	257
Property, plant and equipment	7.10	277	258
Right-of-use assets	7.10	187	216
Other non-current assets		-	-
Non-current financial assets	7.11	176	127
Equity-accounted investees	-	-	-
Fair value of derivative financial instruments ^(*)		1	5
Deferred tax assets	7.13	77	84
Total non-current assets		2,615	2,627
Inventories		99	107
Trade and other receivables	7.12	858	975
Contract assets		-	-
Current income tax assets		15	12
Other current assets	7.14	79	67
Cash and cash equivalents ^(*)		142	45
Assets classified as held for sale	7.7	-	-
Total current assets		1,193	1,206
TOTAL ASSETS		3,808	3,833

* Included in the calculation of net debt

The accompanying notes form an integral part of the consolidated financial statements.



Universal Registration Document

Annual Financial Report

Fiscal 2023-2024

Société anonyme (French joint-stock corporation)

Share capital: €2,536,118.09

Registered office:

9-11 allée de l'Arche

92032 Paris La Défense Cedex, France

Registered in Nanterre, France under no. 408 168 003



The original French-language version of this Universal Registration Document (the *Document d'Enregistrement Universel*) was filed on December 6, 2024 with the Autorité des Marchés Financiers (AMF) in its capacity as the competent authority as defined in Regulation (EU) 2017/1129, without prior approval as provided for in Article 9 of said Regulation.

The *Document d'Enregistrement Universel* may be used in support of a public offering of securities or the admission of securities to trading on a regulated market if accompanied by a securities note and, where applicable, a summary and all amendments to the *Document d'Enregistrement Universel* filed since it was first approved. The prospectus formed by these documents must be approved by the AMF in accordance with Regulation (EU) 2017/1129.

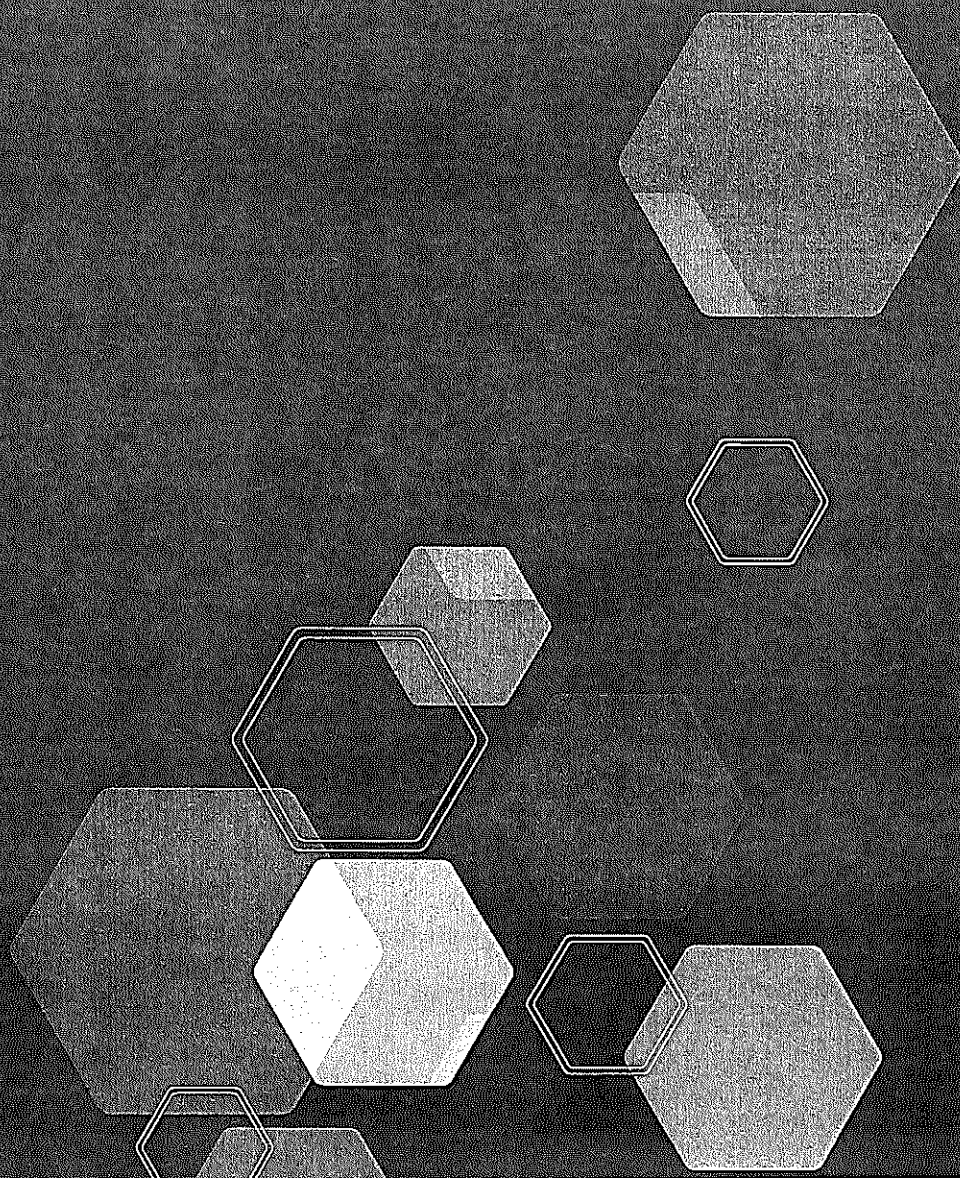
This document is a free translation into English of the *Document d'Enregistrement Universel* which was drawn up and filed with the AMF in ESEF (European Single Electronic Format).

Copies of the *Document d'Enregistrement Universel* in French and the English translation thereof (the Universal Registration Document) may be obtained free of charge from Elior Group's registered office, or may be downloaded from the websites of Elior Group (www.eliorgroup.com) and the AMF (www.amf-france.org).

Cura

[Cur-a] ancient Latin term

*To nourish the body with
food; care for the soul*



References

Indiana State Hospitals
3400 Lincoln Ave.
Evansville, IN 47714

Jeff Wedding, MBA-HCM
Superintendent
jeffrey.wedding@fssa.in.gov
812.469.6800 x 4951

John J. Kane Regional Center – Scott
300 Kane Blvd.
Pittsburgh, PA 15243

Robert Wernicki
Administrator
rwernicki@alleghenycounty.us
412.429.3046

Louisiana Department of Health
Pinecrest Support and Services
Center

100 Pinecrest Dr.
Pineville, LA 71360

Abigail Cutrer
Nutrition Services Supervisor
abigail.cutrer@la.gov
318.641.2096

Julian F. Keith ADATC
201 Tabernacle Rd.
Black Mountain, NC 28711

Randall Richardson
Chief Operating Officer
randall.richardson@dhhs.nc.gov
828.257.6221

Sarah Reed Children's Center
2445 W. 34th St.
Erie, PA 16506

Greg Hall
Chief Operating Officer
gdhall@sarahreed.org
814.835.7674



Cura's Purchasing Program

Shifting food purchasing to Cura's program not only ensures recipe integrity, but also allows us to create value for Mississippi State Hospital.

- With Cura's program, Mississippi State Hospital will continue to focus on the needs of its patients and residents, and not the associated administrative burden of processing invoices and staff payroll.
- Cura has an entire team dedicated to not only the preparation of your meals, but to the operational management of your food procurement and production.
- Cura's monthly Food Cost Audit addresses purchasing, menu planning, production, accounting and storage. It is supported by programs for staff education, waste management, inventory management, recipes and portion control.
- Cura has established production protocols that include daily production meetings, standardized recipes, production sheets, accurately costed menus to review recipes and quantities based on patient population.
- Our Food Cost Audit allows us to track food sales, mitigate loss and adjust production.

Cura Hospitality, LLC (sometimes referred to as the "Company") would like to clarify certain provisions in The Mississippi State Hospital (sometimes referred to as the "Client") Request for Proposal RFP03.18.2025.490 ("RFP") for food management services. This serves as the Company's respectful request (but does not demand) that Client consider the following terms for inclusion in the contract.

Termination

Company asks that any subsequent contract allows for mutual termination for any reason upon sixty (60) days' written notice and we believe this ensures that both parties are able to foster a mutually beneficial partnership.

Termination

Company asks that if either party seeks termination for breach of contract, the breaching party is afforded the opportunity to remedy such breach within (i) three (3) days in the case of failure to make payment when due, (ii) fifteen (15) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within fifteen (15) days (collectively the "Notice Period").

Future Pricing

Pricing adjustments shall be made on an annual basis at a rate no less than the greater of five percent (5%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away from Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment to the Fee(s). On the anniversary of the Commencement Date, Company's proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

Indemnification

To the fullest extent allowable under applicable law, each Party agrees to provide the following indemnification: Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client's rules or requirements.

Limitation of Liability

Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement (not to exceed three (3) years). COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

Assignment

Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld Provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.

Intellectual Property

To the extent the RFP categorizes reports, studies, photographs, negatives, databases, computer programs or other documents* as the exclusive property of Company. Company requests that this provision be clarified to apply only to those items created solely for the benefit of the Client and not those items created by Company for general business use or for use in multiple facilities.

Change in Conditions

The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges. If Company sustains increases in its operational costs (e.g. product or labor costs), Company, with written notification to Client, may increase its prices for items to recover such increased costs.

Healthcare Services Group Proposal



People. Serving. Experience.

March 21, 2025

Mr. H.L. Lockhart
Purchasing Chief

Re: RFP 03.18.2025.490 (RFX-31200031180)

Dear Mr. Lockhart:

Healthcare Services Group (HCSG) is pleased to submit this proposal to provide food services to the Mississippi State Hospital. We are passionate about the patients we have the ability to serve, and pride ourselves in providing more than the customer expects in everything we do.

As the nation's leading provider of environmental and dining services management for long term care, HCSG has the resources and expertise necessary to provide extraordinary support to Mississippi State Hospital and support your mission "to help the individuals we serve achieve mental wellness by encouraging hope, promoting safety, and supporting recovery while utilizing resources efficiently." We are confident that our management support, systems, and quality assurance programs will help provide an improved operation with fiscal responsibility in mind. With nearly 50 years of experience, we have developed management systems that have been proven to be successful in over 5,000 accounts across the U.S., including over 40 accounts in Mississippi.

As a company we serve approximately 100,000 residents/ patients a day, serving more than 100 million meals a year. We have the industry knowledge, operational experience, and financial strength needed to support and excel throughout all aspects of the proposed services and look forward to the opportunity of proving that our company along with the Mississippi State Hospitals can become a successful partnership in both the short and long term.

Healthcare Services Group understands the approach being taken by the state in looking at these services. Ensuring a healthy menu with the proper diets is a key factor in each of the building's day to day operations along with improving palatability of meals and food temperature control. Healthcare Services Group also understands the importance of having proper compliance in the kitchen along with motivated employees and retention of key personnel. We are prepared to enter into an agreement with the state of Mississippi if selected as the vendor for Food Services Management. We acknowledge receipt of Amendment 1.

Chris Dye will be the main point of contact for technical and contractual clarifications during the evaluation. If you have any additional questions, please don't hesitate to reach out to me personally.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'P. Orr'.

Patrick J. Orr
EVP, Chief Revenue Officer
Healthcare Services Group
3220 Tillman Drive
Bensalem, PA 19020
215-688-4359 | porr@hcsghcorp.com

A handwritten signature in black ink, appearing to read 'Chris Dye'.

Chris Dye
Business Development Director
Healthcare Services Group
3220 Tillman Drive
Bensalem, PA 19020
573-620-4916 | cdye@hcsghcorp.com

EXHIBIT - B
PROPOSAL PRICING FORM

Base Price Per Patient Meal: \$ 6.50 (Offerer Must Offer Sliding Scale Pricing)

Nourishments: see pricing list (Attach Price List)

Medication - Treatment Foods: see pricing list (Attach Price List)

Supplements: see pricing list (Attach Price List & Offer Price for Distribution Only)

Base Price Per Employee Breakfast Meal: \$ 4.50 + tax, retail options also offered (see menu)

Base Price Per Employee Lunch Meal: \$ 6.50 + tax, retail options also offered (see menu)

Catering Functions: \$ see catering menu included (Firm Fixed Price Based On Set Menus - Attach Price List)

Note: Cost Plus a percentage pricing is not acceptable

I certify that I am authorized to enter into a binding contract, if this proposal is accepted.

Name of Company Healthcare Services Group Telephone: 573-620-4916

Address: 3220 Tillman Dr., Ste. 300

City/State/Zip Code: Bensalem, PA 19020

Authorized Binding Signature Chris Dye
DocuSigned by:
AC9B882403FA4DB...

Title Regional director

We submit the above prices and agree to initiate services within 30 days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the final proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by the MDMHF, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Offerer within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the Offerer in whole or in part without the written consent of MSH.

Exhibit C: Pricing Form

MEAL PRICING SLIDING SCALES

Mississippi State Hospital (Average Meals Per Meal is 453)

594-613	\$6.40
574-593	\$6.43
554-573	\$6.46
533-553	\$6.50
512-533	\$6.53
492-513	\$6.56
472-493	\$6.59

NOTE: Minimum .5% reduction for each additional increment of 20 meals/Pl us .5% for each reduction increment of 20 meals

Nourishments

HCSG DESCRIPTION Nourishment Order Guide	HCSG PRICE	HCSG PACK
Cookie Vanilla Wafer Bulk Pack	\$17.27	6/13.3oz
Cookie Animal Cracker Wg	\$52.55	150/1 oz
Cookie Chocolate Chip Ind Wrap Sf	\$47.87	1/1.75 oz
Cracker Graham Original	\$30.47	200/2 ct
Snack Bar Nutri Grain Blueberry	\$82.46	96/1.55oz
Cookie Oatmeal Creme Pie Individual Wrap	\$55.15	8/24 ct
Cookie Fudge Round Individual Wrap	\$55.15	8/24 ct
Cookie Lorna Doone	\$49.88	120/1 oz
Cookie Assorted Sugar Free	\$115.24	1/212 ct
Cookie Sandwich Oreo	\$39.90	120/2 ct
Snack Bar Nutty Buddy 100 Cal	\$64.33	288/1.67 oz
Cracker Saltine	\$29.82	500/2 pk
Cracker Cheez-it Whole Grain	\$55.99	175/1.75 oz
Cookie Peanut Butter	\$43.79	60/2.5 oz
Cookie Oatmeal Raisin	\$74.22	12/7 oz
Cracker Ritz Bit Snd With Cheese T/p	\$30.59	48/1oz
Cracker Toast Peanut Butter	\$41.16	12/8 ct
Cracker Cheese Peanut Butter	\$41.16	12/8 ct
Yogurt Vanilla Very Light	\$9.90	12/6 oz
Yogurt Strawberry Original	\$9.90	12/6 oz
Pudding Vanilla Snack Pack	\$22.03	48/3.5 oz
Pudding Chocolate Snack Pack	\$22.03	48/3.5 oz
Snack Cheese Puffs Jumbo Baked	\$48.74	88/1.875 oz
Applesauce Natural 3.9 Oz	\$28.28	72/3.9 oz
Popcorn Original Skinny Pop	\$37.66	12/1 oz
Chip Potato Crisp Baked Regular	\$33.24	60/1.875 oz
Pretzel Miniature Twist	\$50.93	72/1.25 oz
Cookie Fig Newton Cake	\$69.83	120/2 pk
Ice Creams		
Ice Cream Vanilla Cup Non-fat No Sugar Added	\$34.09	48/4 oz
Ice Cream Vanilla Cup	\$24.20	48/4 oz
Ice Cream Cup Chocolate Non-fat No Sugar Added	\$34.09	48/4 oz
Ice Cream Chocolate Cup	\$24.20	1/48 pk
Ice Cream Cup Straw Nfat/nsa	\$34.09	48/4 oz
Ice Cream Sandwich Vanilla	\$31.04	48/3.5 oz
Ice Cream Cup Strawberry	\$24.20	48/4 oz
Sherbet Orange Cup	\$22.67	1/48 pk
Ice Cream Bar Fudge	\$25.40	48/3 oz
Supplement Magic Cup Vanilla No Sugar Added	\$62.11	48/4 oz
Popsicle Assorted Twin Pop	\$25.40	48/3 oz
Supplement Shake Chocolate Mty Shk	\$38.71	75/4oz

HCSG DESCRIPTION	HCSG PRICE	HCSG PACK
Food Items		
Soup Vegetable Low-sodium	\$30.59	24/7.25 oz
Soup Tomato Low-sodium Ready To Serve	\$29.27	24/7.25 oz
Soup Chicken Noodle Easy Open Ready-to-serve	\$28.60	24/7.25 oz
Soup Cream Of Chicken Easy Open	\$30.92	24/7.25 oz
Soup Tomato Individually Ezo Condensed	\$28.93	24/7.25 oz
Soup Vegetable Low-Sodium	\$30.59	24/7.25 oz
Soup Mushroom Homestyle	\$52.97	8/4 oz
Ham Prosciutto Sliced	\$210.60	12/1 lb
Lunch Meat Turkey Combo Sliced	\$59.33	12/1 lb
Turkey Bologna	\$55.38	2/10 lb
Salad Tuna	\$32.58	1/5 lb
Salad Chicken	\$31.06	1/5 lb
Spread Pimento Cheese	\$52.93	2/5 lb
Cheese American 160 Slices Sliced White	\$73.54	4/5 lb
Peanut Butter Creamy Pet Plastic Container Jar	\$112.74	6/5 lb
Prune Pitted	\$42.45	1/5 lb
Banana Fresh Green Tip	\$31.73	1/40 lb
Bread Pullman White 7/16in Sliced	\$43.69	8/42 oz
Bread Pullman Wheat .5 Inch Sliced	\$48.12	10/24 oz
Chip Potato Sour Cream & Onion	\$40.98	24/8 oz
Cracker Goldfish Baked	\$83.80	300/3/4 oz
Pineapple Tidbits Juice	\$45.02	6/#10
Gelatin Strawberry Cup	\$21.28	12/4 pk
Gelatin Strawberry Org Sugarfree	\$18.62	48/3.25 oz
Fruit Cup Peaches Diced	\$63.20	72/4 oz
Cereal		
Cereal Hot Oat Instant Variety Pk	\$33.04	120/1.37 oz
Cereal Corn Flakes	\$21.32	4/26 oz
Cereal Raisin Bran	\$51.82	4/56 oz
Cereal Rice Krispies	\$29.93	4/27 oz
Cereal Frosted Flakes	\$50.34	4/40 oz
Cereal Bran 40% Flk	\$0.00	4/35 oz
Cereal Lucky Charm Bwplk Redsg	\$66.58	96/1 oz
Cereal Froot Loop Redsg Individual	\$51.97	96/1 oz
Cereal Corn Pops Bowlpak	\$57.25	96/.75 oz
Fruit Mix Tropical Fruit In Juice Bowl	\$24.25	36/4 oz

HCSG DESCRIPTION	HCSG PRICE	HCSG PACK
Condiments		
Ketchup Packet Fancy	\$33.82	1000/9 gm
Mustard Yellow Packets	\$45.34	1000/5.5 gm
Mayonnaise Packet	\$64.18	500/9 gm
Sauce Hot Portion Control	\$14.77	1/200 pk
Dressing 1000 Island Packet	\$22.48	60/1.5 oz
Dressing Ranch Creamy	\$17.33	60/1.5 oz
Dressing Italian Golden	\$17.71	60/1.5 oz
Dressing Italian Fat Free	\$16.61	60/1.5 oz
Dressing Ranch Fat Free	\$26.26	60/1.5 oz
Sauce Tartar Classic	\$90.24	4/1 gal
Syrup Breakfast Sugar Free	\$22.33	100/1.1 oz
Syrup Breakfast Cup	\$22.69	101/1.4 oz
Margarine Print Spread 70% Zero Trans Fats	\$49.20	30/1 lb
Coffee Honey Thick Regular	\$45.46	4/64 fl.oz
Coffee Nectar Thick Regular	\$50.71	4/64 fl.oz
Tea Hot Bag Black Envelope Decaf	\$48.22	6/72 ct
Coffee Decaf	\$125.56	128/4 ct
Creamer Half & Half Extended Shelf Life	\$51.54	12/32 oz
Sugar Packet	\$17.22	2000/.1 oz
Sugar Substitute Packet Pink	\$25.99	2000/1 gm
Cocoa Mix Hot Chocolate	\$188.05	12/10 oz
Spice Pepper Packet .1 Gm	\$28.14	6/1000 ct
Salt Packet .6 Gm	\$24.11	6/1000 ct
Spice Lemon Pepper	\$104.83	4/6 lbs
Jelly Grape Cup	\$15.78	200/.5 oz
Jam Assorted Sugar Free	\$19.06	200/.375 oz
Beverages		
Drink Gatorade Orange Loose Pack	\$20.82	24/11.6 oz
Juice Prune Shelf Stable	\$73.42	96/4 oz
Juice Tomato	\$27.37	48/5.5 oz
Juice Apple Fiber Added	\$50.58	12/46 oz
Juice Apple 100% Carton	\$18.55	70/4 oz
Juice Grape 100% Carton	\$23.20	70/4 oz
Juice Orange 100% Carton	\$35.24	70/4 oz
Milk Chocolate Whole	\$24.47	12/12 oz
Milk 2% Reduced Fat	\$27.22	4/1 gal
Milk 1%	\$21.68	48/5 pt
Water Bottled Drinking	\$15.83	40/16.9 oz
Beverages BIB/Soda		
Juice Concentrate Apple Blend 100 Percent 4x1	\$90.38	1/3 gal
Juice Concentrate Org Blend 100% 4x1	\$114.30	1/3 gal
Juice Concentrate Cranberry Cocktl 12%5x1	\$98.41	1/3 gal
Drink Mix On The Go Frt Punch	\$37.85	4/30 ct
Drink Mix Lemonade On The Go	\$36.40	4/30 ct
Drink Mix Strawberry Kiwi	\$70.02	12/2 gal
Thickener Food	\$53.56	12/8 oz
Soda Lemon Lime Regular Twist	\$18.98	48/8 oz
Soda Lemon Lime Zero Sugar	\$18.98	48/8 oz

HCSG DESCRIPTION	HCSG PRICE	HCSG PACK
Thickened Liquids (Nursing Homes)		
Juice Cranberry Honey Thick	\$47.21	4/64 oz
Juice Cranberry Nectar Thick	\$47.21	4/64 oz
Milk 2% Dairy Honey Thick L3	\$47.47	12/32 oz
Tea Iced Thick Honey Concentrate	\$22.92	6/46 oz
Water Thick Honey	\$34.97	4/64 fl.oz
Coffee Instant Thick Nectar Decaf	\$34.22	75/12 gm
Milk Thickened Right Nectar	\$34.76	27/8 oz
Tea Iced Thick Nectar Concentrate	\$12.79	24/4 oz
Water Thick Nectar	\$34.97	4/64 fl.oz
Juice Apple 100% Thicknd Honey	\$24.32	6/46 oz
Juice Apple 100% Nectar Thick L2	\$22.42	6/46 oz

Meds/ Supplements

Medication Treatment - Paper Supplies		
Item	Count	HCSG Price
STRAW JUMBO PLAS 7-3/4" WRAP BLACK	5000/EA	\$55.20
STRAW JUMBO PLAS 7-3/4" WRAP CLEAR	5000/EA	\$57.60
STRAW JUMBO FLEX 7-3/4" WRAP PLAS WHITE	10000/EA	\$87.78
BOWL 4-5 OZ UNLAMINATED FOAM WHT DON	1250/EA	\$42.67
BOWL 10-12 OZ UNLAMINATED FOAM WHT DON	1000/EA	\$98.60
CUP 8 OZ FOAM VIO WHT	1000/EA	\$37.44
FORK MW PP WHT DON	1000/EA	\$22.96
SPOON TEA HW PP BLK DON	1000/EA	\$38.59
KNIFE MW PP WHT DON	1000/EA	\$22.14
LID VENTED F/8 OZ FOAM CUP PLAS	1000/EA	\$27.89
BAND NAPKIN WHITE	10000/EA	\$67.08

Medication Treatment - Food Items		
Item	Count	HCSG Price
Yogurt Light	12/6 oz	\$9.90
Yoplait yogurt	12/6 oz	\$9.90
Pudding Vanilla Snack Pack	48/3.5 oz	\$22.03
Pudding Chocolate Snack Pack	48/3.5 oz	\$22.03
Applesauce Natural Cup 4 Oz	72/3.9 oz	\$28.28

Supplements
Supplements purchased through MSH GPO will be delivered by HCSG personnel.
Cost of Delivery is included within patient per meal fee.

Catering

Meal Occasion & Price	
Meal Occasion	Per Person Rate
Traditional Breakfast	\$13.00
Continental Breakfast Level 1	\$9.10
Continental Breakfast Level 2	\$7.15
Formal Lunch/ Dinner	\$26.00
Semi-Formal Lunch/ Dinner	\$20.28
Casual Lunch/ Dinner	\$15.00
Catered Box Meal	\$11.25
Reception Level 1	\$15.00
Reception Level 2	\$9.10
Reception Level 3	\$7.15
Reception Level 4	\$3.90

**Recurring events such as a monthly Lunch & Learn can be assessed for a more competitive fixed cost per person upon understanding of details surrounding events such as: menu items and supplies required and if additional labor is required to meet the event needs. Catering costs will be assumed as a cost transparent model with food and supply costs and additional labor, if required.

Menu A			
Meal Occasion	Sample Meal Configuration A	Sample Menu 1	Sample Menu 2
Traditional Breakfast	Breakfast Meat Eggs • Starch • Fruit or Fruit Salad • Choice of 2 Breads • Choice of 2 Fruit Juices • Milk • Coffee	Western Scrambled Eggs • Breakfast Ham • Potato Wedges • Cantaloupe • White Toast • Wheat Toast • Milk and Coffee • Orange Juice • Cranberry Juice	Scrambled Eggs w/ Cheese • Sausage Patty • Hashbrown • Fresh Apple Slices • White Toast • English Muffin • Milk and Coffee • Orange Juice • Cranberry Juice
Continental Breakfast Level 1	Breakfast Sandwich with Meat • Fruit or Fruit Salad • Choice of Two • Juices • Milk • Coffee	Bacon, Egg, and Cheese on a Biscuit • Watermelon • Milk and Coffee • Orange Juice • Cranberry Juice	Sausage, Egg, and Cheese on a Croissant • Honeydew • Milk and Coffee • Orange Juice • Cranberry Juice
Continental Breakfast Level 2	Breakfast Bread Assortment w/ Minimum of 3 Choices (1 non-sweet) • Choice of Two Juices • Coffee	Coffee Cake, assorted danish, and English muffin with preserves • Coffee • Orange Juice • Cranberry Juice	Scones, assorted doughnuts, and assorted bagels w/ cream cheese • Coffee • Orange Juice • Cranberry Juice
Formal Lunch/ Dinner	Beef Entrée • Starch • Green Vegetable • Vegetable (Non-starch) • Salad • Bread • Choice of Two Beverages • Specialty Dessert	Beef Tenderloin with Mushroom Au Jus • Seasoned Green Peas • Brussel Sprouts • Au Gratin Potatoes • Tossed Salad • Marble Cake w/White Frosting • Dinner Roll/Bread • Ice Tea and Lemonade	Roast Beef - Carved to order • Steamed Broccoli Florets • Squash and Zucchini Medley • Roasted Redskin Potatoes • Dutch Apple Pie w/ Crumb Topping • Garden Salad • Dinner Roll/Bread • Ice Tea and Lemonade
Semi-Formal Lunch/ Dinner	Meat, Fish, or Poultry Entrée • Starch • Green Vegetable • Vegetable/Fruit • Bread • Choice of Two Beverages • Dessert	Honey Garlic Chicken • Broccoli Florets • Sautéed • Yellow Squash • Brown Rice • Peach Cobbler • Herbed Dinner Roll • Ice Tea and Lemonade	Herb & Lemon Stuffed Fish • Baked Potato • Roasted Baby Carrots • Apple Pie • Green Beans • Dinner Roll • Ice Tea and Lemonade
Casual Lunch/ Dinner	Meat Salad • Starch Salad or Vegetable Salad Fruit or Fruit Salad • Bread • Choice of Two Beverages • Dessert	Waldorf Chicken Salad • Mixed Berry Salad • Croissant • Strawberry Shortcake • Iced Tea and Lemonade	Tuna and Cashew Salad • Italian Pasta Salad • Focaccia Bread • Cheesecake • Iced Tea and Lemonade
Catered Box Meal	Salad with Meat/Protein • Bread or Crackers Beverage • Dessert	Harvest Salad w/ Blackened Chicken & Apple Vinaigrette • Whole Wheat Crackers • Iced Tea • Blueberry Parfait	Strawberry Salad with Scoop of Tuna Salad and Honey Balsamic Vinaigrette • Whole Wheat Crackers • Iced Tea • Sliced Melon
Reception Level 1	Hot Dip with Dipping Food Two Meat/Protein Finger Foods • Vegetable Tray w/ Dip • Fruit or Fruit Salad • Choice of Three Sweets • Choice of Three Beverages	Buffalo chicken dip with tortillas chips • pigs in a blanket with cranberry mustard • spinach and feta puffs • broccoli florettes, cherry tomatoes, baby carrots, with white bean hummus • Black and white cheesecake bars • Tennessee shortbread cookies • peanut butter rice crispy treats • iced tea, lemonade and assorted sodas	Philly Cheesesteak Dip with toasted Crisolini's • Spinach and Turkey Meatballs • Brie and Barry bites • strawberry, blueberry and blackberry skewers with marshmallow dip • raspberry tart • chocolate covered pretzels • pineapple upside down bites • iced tea, lemonade and assorted sodas
Reception Level 2	Cheese Ball or Tray Assorted Crackers • Fruit • Choice of Two Fingertip Desserts • Choice of Two Beverages	Assorted Cheese and Cracker Tray • Sliced Melons • Confetti Cake Bites • peanut butter bars • Soft Drinks and Coffee	Assorted Cheese and Cracker Tray • pineapple • Cookies and Cream Bites • mint chocolate chip bars • Soft Drinks and Coffee
Reception Level 3	Assorted Snack Chips Granola Bars, Trail Mix. or Nuts Fruit • Choice of Two Beverages	Pita chips with hummus • Assorted Pkgs. of Potato Chips and Corn Chips • Granola Bars • Whole Apples • Iced Tea or Coffee	Everything bagel chips with whipped cream cheese • Assorted Pkgs. of Potato Chips and Corn Chips • Granola Bars • Whole tangerines • Iced Tea or Coffee
Reception Level 4	Choice of Two Bread/Cereal Products Punch	White chocolate macadamia cookies • Trail mix • Sparkling Party Punch	Oatmeal raisin Cookies • Bar mix • Sparkling Party Punch
Sample Vegetarian Alternatives for Various Meal Configurations:	Pesto Alfredo Vegetarian • Breakfast Burrito • Eggplant Parmesan • Vegetable Pinwheels • Vegetarian Lasagna • Grilled Portabella Mushroom Sandwich		

Menu B

Meal Occasion	Sample Meal Configuration B	Sample Menu 1	Sample Menu 2
Traditional Breakfast	Meat and Egg Containing Specialty Entrée • Starch • Fruit or Fruit Salad • Bread • Choice of Two Beverages • Coffee	Egg & Cheese BakeBacon • Grits • Strawberries • Tropical Fruit Salad • Wheat Toast • Biscuit • Coffee and milk • Orange Juice • Cranberry Juice	Baked Cheese Omelet • Sausage link • Grits • Banana • White Toast • Wheat Toast • Coffee and milk • Orange Juice • Cranberry Juice
Continental Breakfast Level 1	Breakfast Bread Assortment w/ Minimum of 3 Choices • Yogurt • Fruit or Fruit Salad • Choice of Two Juices • Coffee	Coffee Cake, assorted danish, and assorted muffins • Assorted yogurt • Coffee • Orange Juice • Cranberry Juice	Scones, assorted doughnut, and assorted bagels w/ cream cheese • Assorted yogurt • Coffee • Orange Juice • Cranberry Juice
Continental Breakfast Level 2	Breakfast Bread Assortment w/ Minimum of 2 Choices (1 non-sweet) • Fruit or Fruit Salad • Choice of Two Juices • Coffee	Coffee Cake and English muffin with preserves • Coffee • Fresh fruit salad • Orange Juice • Cranberry Juice	Scones and assorted bagels w/ cream cheese • Fresh fruit salad • Coffee • Orange Juice • Cranberry Juice
Formal Lunch/ Dinner	Combination Entrée with Choice of Two: Beef, Pork, Chicken, or Seafood • Starch • Green Vegetable • Vegetable • Salad • Bread • Choice of Two Beverages • Choice of Two Desserts	Pan Roasted Salmon w/Lemon Dill Cream • Stuffed Pork Florentine • Roasted Fingerling Potatoes • Seasoned Green Peas • Honey Roasted Carrots • Buttered Dinner Roll • Whipped Butter Carrot Cake w/Cream Cheese Frosting • Lemon Cream Pie • Tossed Salad • Ice Tea and Lemonade	Chicken Piccata Shrimp Alfredo w/ Linguine Noodles • Steamed Broccoli Florets w/Lemon • Baked Tomato Halves • House Salad w/Dressing • Parmesan Breadstick • Whipped Butter Lemon Cake w/Lemon Icing Homemade • Rice Pudding • Ice Tea and Lemonade
Semi-Formal Lunch/ Dinner	Meat-containing Casserole, Pasta Dish, or Combination of Ingredients • Vegetable, Vegetable Salad, or Soup • Bread • Choice of Two Beverages • Dessert	Shrimp Scampi • Broccoli Florets • Sautéed Yellow Squash • Angel Hair Pasta • Side Salad • Pineapple Upside Down Cake • Herbed Dinner Roll/Bread • Ice Tea and Lemonade	Baked Ziti w/Italian Sausage Sautéed Spinach Italian Wedding Soup Garlic Bread Cannoli Cupcake Ice Tea and Lemonade
Casual Lunch/ Dinner	Meat, Fish, or Poultry Item • Starch • Fruit/Fruit Salad or Vegetable/Vegetable Salad • Bread • Choice of Two Beverages • Dessert	Homestyle Meatloaf w/Ketchup Glaze • Scalloped Potatoes • Roasted Broccoli • Sliced Glazed Carrots • Buttered Dinner Roll • Peanut Butter Mousse w/Whipped Topping • Ice Tea and Lemonade	Crispy Baked Chicken • Creamy Macaroni & Cheese • Sautéed Spinach • Roasted Root Vegetables • Dinner Roll • Coconut Cream Pie • Ice Tea and Lemonade
Catered Box Meal	Wrap • Chips • Fruit • Beverage • Dessert	Chicken Cordon Bleu Wrap • Chips • Granny Smith • Apple • Lemonade • Oatmeal Raisin Cookie	Turkey BLT Wrap • Chips • Banana • Lemonade • Chocolate Chip Cookie
Reception Level 1	Mini Meat Sandwich • Protein Finger Food • Chips and Dip • Cheese Tray w/ Crackers • Fruit or Vegetable Tray • Choice of Three Sweets • Choice of Three Beverages	Shaved pork with apple slaw on Hawaiian rolls • Chilled Shrimp with pineapple and ginger sauce • Tortilla chips with mango salsa • Cheese Tray w/ Crackers • strawberry, blueberry and blackberry skewers with marshmallow dip • Mini cupcakes • banana pudding shooters • assorted mini danish • Hot Apple Cider • Fruit Punch • Iced Tea	Roast beef sliders with caramelized onions and horseradish crema • Mediterranean charcuterie skewers • sausage pimento cheese with Cristini's • Cheese tray with crackers • Broccoli florets sliced cucumbers cherry tomatoes and sugar snap peas w/ Greek goddess Dip • brownie bites • carrot cake cookies • raspberry cheesecake bars • coffee • iced tea • lemonade
Reception Level 2	Choice of Two Desserts • Nuts or Cereal Mixture • Mints • Beverage	Red Velvet cake • Pecan pie • Chex Party Mix • Butter Mints • Fruit Punch	Boston cream pie • cheesecake with strawberry topping • trail mix • peppermint • lemonade
Reception Level 3	Bread/Cereal Product • Chips & Dip • Choice of Two Beverages	Giant Pretzel with Dijon Mustard • Pimento cheese with Pita Chips • Soft Drinks and Iced Tea	Garlic knots with marinara • Mexican street corn dip with tortilla • Soft Drinks and Iced Tea
Reception Level 4	A.M. Beverage Service Only Coffee (Regular and Decaffeinated) • Hot Tea • Choice of Two Juices • Bottled Water	Coffee (Regular and Decaffeinated) • Hot Tea • Cranberry Juice and Orange Juice • Bottled Water	Coffee (Regular and Decaffeinated) • Hot Tea • Apple Juice • Grape Juice • Bottled Water

Menu C

Meal Occasion	Sample Meal Configuration C	Sample Menu 1	Sample Menu 2
Traditional Breakfast	Meat • Specialty Bread Entrée • Fruit or Fruit Salad • Choice of Two Beverages • Coffee	Bacon Strawberries Coffee and milk Apple Cinnamon French Toast Bake Orange Juice Cranberry Juice	Breakfast Ham • Orange Wedges • Coffee and milk • Buttermilk Pancakes • Orange Juice • Cranberry Juice
Continental Breakfast Level 1			
Continental Breakfast Level 2			
Formal Lunch/ Dinner	Specialty Pork, Beef, or Poultry Entrée • Starch • Green Vegetable • Vegetable • Salad • Bread • Choice of Two Beverages • Specialty Dessert	Chicken Marsala • Fresh Mashed Potatoes • Garlic Green Beans • Capri Vegetable Blend • Buttered Dinner Roll • Caesar Salad w/Garlic Crouton • Apple Crisp • Ice Tea and Lemonade	Marinated Flank Steak • Garlic & Rosemary Roasted Red Skin Potatoes • Creamed Spinach • Parmesan & Herb Roasted Cauliflower • Buttered Dinner Roll • Greek Chop Salad • Key Lime Bar • Ice Tea and Lemonade
Semi-Formal Lunch/ Dinner	Entrée Salad • Soup • Bread • Choice of Two Beverages • Dessert	Tomato Bisque - Saltine Crackers Italian Chef Salad w/Vinaigrette Herbed Focaccia Bread Lemon Bar Ice Tea and Lemonade	Loaded Baked Potato Soup - Saltine Crackers Greek Chop Salad w/Chicken Garlic Bread Knot Key Lime Bar Ice Tea and Lemonade
Casual Lunch/ Dinner	Choice of Two "Picnic Style" Meats • Starch • Vegetable • Salad • Choice of Two Breads • Choice of Two Beverages • Dessert	Philly Cheesesteak Sandwich • Kielbasa Sausag • Macaroni Salad • Marinated Cucumber, Onion, and Tomato Salad • Buns or Corn Bread • Strawberry Banana Cake • Iced Tea or Lemonade	Chicken Cordon Bleu Sandwich • All Beef Hot Dog • Tater Tots • Cole Slaw • Chopped Salad • Buns or Corn Bread • Banana Pudding • Iced Tea or Lemonade
Catered Box Meal	Sandwich Containing Meat or Protein • Chips • Fresh Fruit • Beverage • Dessert	Turkey Ham & Cheese Sub Sandwich • Chips • Orange • Iced Tea • Snickerdoodle	Chicken Salad Sandwich • Chips • Plum • Iced Tea Peanut Butter Cookie
Reception Level 1	Choice of Two Cold Hors D'oeuvres (One w/Protein) • Choice of Two Hot Hors D'oeuvres (One w/ Protein) • Fruit and Cheese Tray w/ Crackers • Choice of Three Sweets • Choice of Three Beverages	Shrimp cocktail • caprese skewers with balsamic glaze • chicken satay with peanut sauce • pretzel bites with beer cheese sauce • Fruit and Cheese Tray w/ Crackers • strawberry shortcake • chocolate mousse shooters • Cheerios with caramel sauce • sparkling punch • iced tea • coffee.	Tarragon chicken salad in endive cups • deviled eggs • veggie egg rolls • beef skirt steak skewers with chimichurri • Fruit and Cheese Tray w/ Crackers • mini cinnamon rolls with citrus icing • raspberry tart • chocolate cake pops • sparkling punch • iced tea • coffee.
Reception Level 2	Antipasto Tray • Assorted Crackers • Dessert • Choice of Two Beverages	Antipasto Tray • Assorted Crackers • Black and white cookies • Coffee or Iced Tea	Antipasto Tray • Assorted Crackers • Tiramisu • Coffee or Iced Tea
Reception Level 3	Ice Cream Product • Bottled Water	Strawberry shortcake • ice cream bars • bottled water	Italian ice cups • bottled water
Reception Level 4	P.M. Beverage Service Only Coffee (Regular and Decaffeinated) • Hot Tea • Choice of Canned Soft Drinks Bottled Water	Coffee (Regular and Decaffeinated) • Hot Tea • Coke • Diet Pepsi • Sprite • Dr. Pepper • Bottled Water	Coffee (Regular and Decaffeinated) • Hot Tea • Coke • Diet Pepsi • Sprite • Dr. Pepper • Bottled Water

Menu D			
Meal Occasion	Sample Meal Configuration D	Sample Menu 1	Sample Menu 2
Formal Lunch/ Dinner	Pork, Beef, or Poultry Entrée • Starch • Green Vegetable • Vegetable • Salad • Soup or Appetizer • Bread • Choice of Two Beverages • Dessert	Maple Dijon Chicken Breast Rice Pilaf Roasted Brussels Sprouts Sliced Glazed Carrots Buttered Dinner Roll House Salad w/Dressing Country Ham & Potato Soup Black Forest Cake Ice Tea and Lemonade	Encrusted Pork Loin • Roasted Fingerling Potatoes • Roasted Green Bean Almandine • Lemon Zest Asparagus • Buttered Dinner Roll • Caesar Salad w/Garlic Crouton • Corn Chowder Soup • Maple Pecan Pumpkin Pie • Ice Tea and Lemonade
Semi-Formal Lunch/ Dinner	Choice of: Two Meat, Fish, or Poultry Entrées Starch Green Vegetable Vegetable (Non-Starch) Choice of Two Salad Items Bread Choice of Two Beverages Choice of Two Desserts	Rotisserie Chicken & Open-Faced Roast Pork Sandwich w/Brown Gravy Baked Potato Asparagus Honey Roasted Carrots Buttered Dinner Roll Tossed Salad or Caesar Salad Old Fashioned Bread Pudding Yellow Cake with Chocolate Frosting Iced Tea and Lemonade	Blackened Salmon Florentine or Marinated Pork Medallions • Rice Pilaf • Tossed Salad or Chopped Salad • Baked Tomato Halves • Roasted Brussel Sprouts • Buttered Dinner Roll • Sour Cream Orange Cake or Brownie à la mode • Iced Tea and Lemonade
Casual Lunch/ Dinner	Gourmet-Type Sandwich or Wrap • Fruit or Fruit Salad • Soup or Vegetable Salad • Beverage • Dessert	Turkey BLT Wrap • Apple and Grape Salad • Chicken Rice Soup • Ice Tea • Homemade Rice Crispy Treats	Grilled Turkey Reuben Sandwich • Fresh Fruit Salad • Ice Tea • Tomato Florentine Soup • Cherry Cheesecake Bar

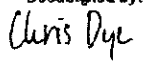
Menu E			
Meal Occasion	Sample Meal Configuration E	Sample Menu 1	Sample Menu 2
Casual Lunch/ Dinner	Starch • Choice of Two Soups or Sauces • Meat Topping • Dairy Topping • Choice of Two Vegetable Toppings • Vegetable or Fruit Salad • Bread • Choice of Two Beverages • Dessert	Penne Pasta • Alfredo Sauce or Pesto Sauce • Grilled Shrimp • Parmesan Cheese • Steamed Broccoli or Grape Tomatoes • Tossed Salad • Garlic Bread • Chocolate Mousse • Ice Tea or Lemonade	Cheese Tortellini • Bolognese Sauce or Pesto Sauce • Chicken Breaded Cutlet • Asiago Cheese • Steamed Asparagus or Peppers and Onions • Cesar Salad • Dinner Roll • Sherbet • Ice Tea or Lemonade

EXHIBIT - F

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Representation Regarding Contingent Fees. By responding to the solicitation the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation , a full and complete explanation shall be submitted in writing with the offeror's response.
2. Representation Regarding Gratuities. The offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSH a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MSH has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government Laws, codified at Mississippi Code Annotated 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
3. Certification of Independent Price Determination. By submitting a proposal the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
4. Certification of Non-Debarment. By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

DocuSigned by:

AC9B5024037AC0B...

Signature of Bidder

Regional director

Title

3/18/2025

Date

PEOPLE.
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Exhibit G: Proposal Acknowledgement and Authorization Form

NOTE: IT IS MANDATORY THAT THIS PAGE BE SIGNED AND RETURNED WITH BID

EXHIBIT - G

PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH FOOD SERVICE MANAGEMENT SERVICES

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding food service management services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the offeror's proposed services fully meet or exceed those as specified in Mississippi State Hospital Request for Proposal (RFP) for food service management services dated February 6, 2025. Additionally, the offeror agrees that all of its proposal documents and responses to the aforementioned Request for Proposal will, at the option of MSH, become a legally binding and essential portion of the final contract between the offeror and MSH.
2. The undersigned hereby agrees that all information contained in this Request for Proposal is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Officer of MSH.
3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the RFP for food service management services in whole, with exception of those amendments as acknowledged in writing to offeror and signed by a duly authorized agent of MSH.

Company Name: Healthcare Services Group

Name of Authorized Agent (Printed): Chris Dye

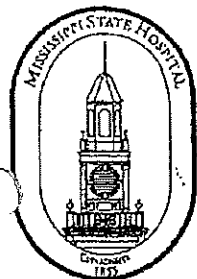
Signature of Authorized Agent: Chris Dye

Date: 3/18/2025

NOTE: IT IS MANDATORY THAT THIS FORM BE SIGNED AND RETURNED WITH BID

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Amendment #1 Acknowledgement



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, *PACHE*
Director

Amendment No. 1 to RFP: 03.18.2025.490 (FOOD SERVICE MANAGEMENT SERVICES)

RFX: 3120003080

March 12, 2025

All Prospective Offerors:

Reference is made to our request for proposal (RFP), 03.18.2025.490 for food service management services, dated February 6, 2025. This letter will acknowledge that the RFP is modified and superseded by the following change in terms, conditions and specifications:

1. Change: The attached questions and responses are made a part of the RFP in their entirety.
2. Change: The proposal opening date is hereby changed from March 18, 2025 to March 21, 2025.

In the event that any provision of this first amendment conflicts in whole or in part with any of the terms, conditions, or specifications of the request for proposal, the provisions of this first amendment will control. The effective date of this amendment is March 12, 2025.

All other terms, conditions, and specifications of this solicitation remain unchanged.

Proposal Opening Date and Time: March 21, 2025 at 3:00 P.M. CST

Issued By: H.L. Lockhart/Purchasing Chief – (601) 351-8056

Acknowledgment

This amendment must be signed and returned with your proposal, or otherwise acknowledged prior to the opening date and time shown above. If you have already submitted your proposal and need to make corrections, submit a corrected proposal with this amendment prior to the opening date and time shown above.

Healthcare Services Group

Company Name

Regional director

Title

DocuSigned by:

Chris Dye

AC5B85240317A2CDB...

Signature

3/18/2025

Date

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS

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Financial Report

*Full Financial Reports for HCSG are available on investor.hcsgcorp.com

HCSG Reports Q4 2024 Results Delivers Strong Earnings & Cash Flow, Provides 2025 Growth Expectations

- Revenue of \$437.8 million.
- Net income and diluted EPS of \$11.9 million and \$0.16, inclusive of new business start-up costs.
- Reported cash flow from operations of \$36.2 million; actual cash flow from operations, excluding the change in payroll accrual, of \$27.0 million.
- Expects mid-single digit revenue growth in 2025 and Q1 revenue in the range of \$440.0 to \$450.0 million.
- Expects 2025 actual cash flow from operations, excluding the change in payroll accrual, in the range of \$45.0 to \$60.0 million.

BENSALEM, PA--(BUSINESS WIRE)-- Healthcare Services Group, Inc. (NASDAQ:HCSG) today reported results for the three months ended December 31, 2024.

Ted Wahl, Chief Executive Officer, stated, "2024 was a transitional year for HCSG, as it marked a pivotal shift from recovery to renewed growth. This shift was highlighted by our Q4 results and the positive momentum we're carrying into the new year. Looking ahead, we are confident that continuing to execute on our strategic priorities, supported by our strong business fundamentals, will enable us to further accelerate growth, enhance profitability, and maximize cash flow through 2025 and beyond."

Fourth Quarter Results

- Revenue was reported at \$437.8 million.
 - Housekeeping & laundry and dining & nutrition segment revenues and margins were \$192.7 million and 10.2% and \$245.1 million and 4.7%, respectively.
 - The Company expects mid-single digit revenue growth in 2025 and Q1 revenue in the range of \$440.0 to \$450.0 million.
- Cost of services was reported at \$379.2 million or 86.6%, inclusive of new business start-up costs.
 - The Company's 2025 goal is to manage cost of services in the 86% range.
- SG&A was reported at \$44.8 million; after adjusting for the \$0.4 million increase in deferred compensation, actual SG&A was \$44.4 million or 10.1%, inclusive of new business start-up costs.
 - The Company's 2025 goal is to manage SG&A into the 8.5% to 9.5% range.
- Net income and diluted EPS were reported at \$11.9 million and \$0.16, inclusive of new business start-up costs.
- Cash flow from operations was reported at \$36.2 million; after adjusting for the \$9.2 million increase in the payroll accrual, actual cash flow from operations was \$27.0 million.
 - The Company estimates 2025 actual cash flow from operations, excluding the change in payroll accrual, in the range of \$45.0 to \$60.0 million.



Balance Sheet and Liquidity

The Company's primary sources of liquidity are cash flow from operating activities, cash and cash equivalents, and its revolving credit facility. As of the end of the fourth quarter, the Company had cash and marketable securities of \$135.8 million and a \$500.0 million credit facility, inclusive of its \$200.0 million accordion, which expires in November 2027.

Since the February 2023 share repurchase authorization, the Company has repurchased over \$16.0 million of its common stock. The Company repurchased over \$5.0 million of its common stock in 2024, including \$1.0 million during the fourth quarter. The Company has 6.0 million shares remaining under its authorization.

Conference Call and Upcoming Events

The Company will host a conference call on Wednesday, February 12, 2025, at 8:30 a.m. Eastern Time to discuss its results for the three months ended December 31, 2024. The call may be accessed via phone at 1 (800) 715-9871, Conference ID: 9951274. The call will be simultaneously webcast under the "Events & Presentations" section of the Investor Relations page on the Company's website, www.hcsg.com. A replay of the webcast will also be available on the website for one year following the date of the earnings call.

The Company will be participating in Oppenheimer's 35th Annual Healthcare MedTech & Services Conference, which will be conducted virtually on March 19, 2025.

About Healthcare Services Group, Inc.

Healthcare Services Group (NASDAQ: HCSG) is an experienced leader in managing housekeeping, laundry, dining, and nutritional services within the healthcare industry. With more than 45 years of experience, HCSG aims to provide improved operational, regulatory, and financial outcomes for our clients.



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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This release and any schedules incorporated by reference into it may contain forward-looking statements within the meaning of federal securities laws, which are not historical facts but rather are based on current expectations, estimates and projections about our business and industry, and our beliefs and assumptions. Words such as “believes,” “anticipates,” “plans,” “expects,” “estimates,” “will,” “goal,” and similar expressions are intended to identify forward-looking statements. The inclusion of forward-looking statements should not be regarded as a representation by us that any of our plans will be achieved. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Such forward-looking information is also subject to various risks and uncertainties. Such risks and uncertainties include, but are not limited to, risks arising from our providing services to the healthcare industry and primarily providers of long-term care; credit and collection risks associated with the healthcare industry; the impact of bank failures; our claims experience related to workers’ compensation, general liability and auto insurance; the effects of changes in, or interpretations of laws and regulations governing the healthcare industry, our workforce and services provided, including state and local regulations pertaining to the taxability of our services and other labor-related matters such as minimum wage increases; the Company’s expectations with respect to selling, general and administrative expense; the impacts of past or future cyber attacks or breaches; and the risk factors described in Part I of our Form 10-K for the fiscal year ended December 31, 2023 under “Government Regulation of Customers,” “Service Agreements and Collections,” and “Competition” and under Item 1A. “Risk Factors” in such Form 10K.

These factors, in addition to delays in payments from customers and/or customers undergoing restructurings, have resulted in, and could continue to result in, significant additional bad debts in the near future. Additionally, our operating results have been in the past and could in the future be adversely affected by continued inflation particularly if increases in the costs of labor and labor-related costs, materials, supplies and equipment used in performing services (including the impact of potential tariffs) cannot be passed on to our customers.

In addition, we believe that to improve our financial performance we must continue to obtain service agreements with new customers, retain and provide new services to existing customers, achieve modest price increases on current service agreements with existing customers and/or maintain internal cost reduction strategies at our various operational levels. Furthermore, we believe that our ability to sustain the internal development of managerial personnel is an important factor impacting future operating results and the successful execution of our projected growth strategies. There can be no assurance that we will be successful in that regard.

USE OF NON-GAAP FINANCIAL INFORMATION

To supplement HCSC’s consolidated financial information, which are prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”), the Company believes that certain non-GAAP financial measures are useful in evaluating operating performance and comparing such performance to other companies.

The Company is presenting adjusted cash flows provided by operations, earnings before interest, taxes, depreciation and amortization (“EBITDA”) and EBITDA excluding items impacting comparability (“Adjusted EBITDA”). We cannot provide a reconciliation of forward-looking non-GAAP measures to GAAP due to the inherent difficulty in forecasting and quantifying certain amounts that are necessary for such reconciliation. The presentation of non-GAAP financial measures is not meant to be considered in isolation or as a substitute for financial statements prepared in accordance with GAAP.

Company Contacts:

Theodore Wahl

President and Chief Executive Officer

Vikas Singh

Executive Vice President and Chief Financial Officer

Matthew J. McKee

Chief Communications Officer

215-639-4274

investor-relations@hcscgcorp.com



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HEALTHCARE SERVICES GROUP, INC.
CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)
(in thousands, except per share data)

	For the Three Months Ended		For the Year Ended	
	December 31,		December 31,	
	2024	2023	2024	2023
Revenue	\$ 437,812	\$ 423,840	\$ 1,715,682	\$ 1,671,389
Operating costs and expenses:				
Cost of services	379,209	349,124	1,487,592	1,456,643
Selling, general and administrative	44,824	46,249	183,060	166,772
Income from operations	13,779	28,467	45,030	47,974
Other income, net	1,026	3,833	7,911	5,082
Income before income taxes	14,805	32,300	52,941	53,056
Income tax provision	2,885	8,792	13,470	14,670
Net income	\$ 11,920	\$ 23,508	\$ 39,471	\$ 38,386
Basic earnings per common share	\$ 0.16	\$ 0.32	\$ 0.54	\$ 0.52
Diluted earnings per common share	\$ 0.16	\$ 0.32	\$ 0.53	\$ 0.52
Basic weighted average number of common shares outstanding	73,553	73,817	73,754	74,288
Diluted weighted average number of common shares outstanding	73,934	73,879	73,988	74,340



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HEALTHCARE SERVICES GROUP, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(in thousands)

	December 31, 2024	December 31, 2023
Cash and cash equivalents	\$ 56,776	\$ 54,330
Restricted cash equivalents	3,355	—
Marketable securities, at fair value	50,535	93,131
Restricted marketable securities, at fair value	25,105	—
Accounts receivable, net	330,907	344,864
Notes receivable, net	51,429	38,645
Other current assets	38,545	40,726
Total current assets	556,652	571,696
Property and equipment, net	28,198	28,774
Notes receivable — long-term, net	41,054	24,832
Goodwill	75,529	75,529
Other intangible assets, net	9,442	12,127
Deferred compensation funding	49,639	40,812
Other assets	42,258	36,882
Total assets	\$ 802,772	\$ 790,652
Accrued insurance claims — current	\$ 25,148	\$ 22,681
Other current liabilities	167,399	194,247
Total current liabilities	192,547	216,928
Accrued insurance claims — long-term	51,869	61,697
Deferred compensation liability — long-term	50,011	41,186
Lease liability — long-term	8,033	11,235
Other long-term liabilities	385	2,990
Stockholders' equity	499,927	456,616
Total liabilities and stockholders' equity	\$ 802,772	\$ 790,652



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HEALTHCARE SERVICES GROUP, INC.

RECONCILIATIONS OF NON-GAAP FINANCIAL MEASURES

(Unaudited)

<i>Reconciliation of GAAP net income to EBITDA and adjusted EBITDA (in thousands)</i>	For the Three Months Ended		For the Year Ended	
	December 31,		December 31,	
	2024	2023	2024	2023
GAAP net income	\$ 11,920	\$ 23,508	\$ 39,471	\$ 38,386
Income tax provision	2,885	8,792	13,470	14,670
Interest, net	(555)	509	(424)	1,629
Depreciation and amortization ¹	3,602	3,779	14,585	14,344
EBITDA	\$ 17,852	\$ 36,588	\$ 67,102	\$ 69,029
Share-based compensation	2,337	2,192	9,165	8,985
(Gain)/loss on deferred compensation, net ²	(12)	(28)	(52)	39
Adjusted EBITDA	\$ 20,177	\$ 38,752	\$ 76,215	\$ 78,053
<i>Adjusted EBITDA as a percentage of revenue</i>	4.6 %	9.1 %	4.4 %	4.7 %

<i>Reconciliation of GAAP cash flows provided by operations to adjusted cash flows provided by operations (in thousands)</i>	For the Three Months Ended		For the Year Ended	
	December 31,		December 31,	
	2024	2023	2024	2023
GAAP cash flows provided by operations	\$ 36,204	\$ 49,445	\$ 30,802	\$ 43,498
Accrued payroll ³	(9,247)	(21,563)	3,573	(4,186)
Adjusted cash flows provided by operations	\$ 26,957	\$ 27,882	\$ 34,375	\$ 39,312

- Includes right-of-use asset depreciation of 2.0 million and 7.8 million for the three and twelve months ended December 31, 2024, respectively, and 1.8 million and 6.4 million for the three and twelve months ended December 31, 2023.
- The Company offers a Supplemental Executive Retirement Plan ("SERP") for executives and certain key employees which is also referred to as the Company's "Deferred Compensation" plan. For SERP participants, the Company has historically retained, and anticipates continuing to retain, 100% of the funds received from SERP participants and holds such assets (the "Deferred Compensation Assets") in a brokerage account where the investments are managed to mirror the investment elections of SERP participant holdings under such plans (the "Deferred Compensation Liabilities"). The Company's changes in fair market value of the Deferred Compensation Assets are presented under the "Other income, net" caption on the Company's Consolidated Statements of Comprehensive Income, however the corresponding and offsetting changes in the fair market value of the Deferred Compensation Liabilities are presented under the "Selling, general and administrative expense" caption.
- The accrued payroll adjustment reflects changes in accrued payroll for the three and twelve months ended December 31, 2024 and 2023. The Company processes payroll on set weekly and bi-weekly schedules, and the timing of payments may result in operating cash flow increases or decreases which are not indicative of the Company's quarterly cash flow performance.

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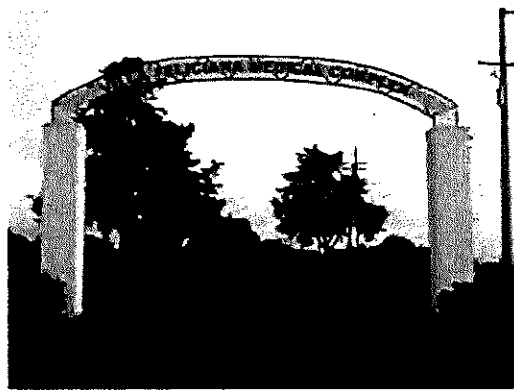
Experience & References



East MS State Hospital

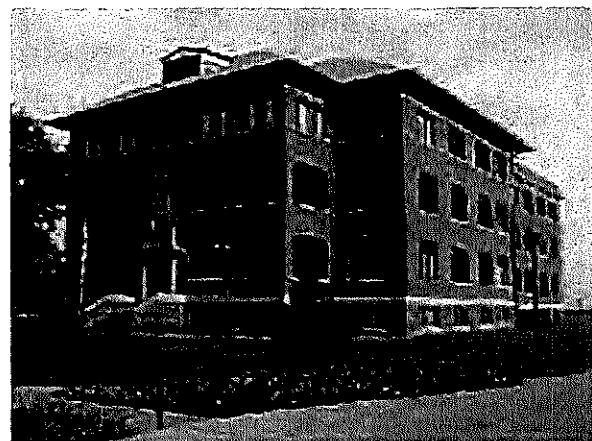
East Mississippi State Hospital in Meridian, Mississippi, is a behavioral health program operated by the Mississippi Department of Mental Health, providing acute psychiatric services, alcohol, and drug addiction treatment services, nursing home services, and community living services that include short-term group home and supported housing services.

We have been serving the East MS community since 2021 with our dining services. Our services include three behavioral campuses with a census of around 240 and a 45-bed nursing home. Additionally, our team runs a retail program that serves approximately 100 employees daily.



**Villa Feliciana Medical Complex
Louisiana Department of Mental Health**

Villa Feliciana provides post-acute care to approximately 155 patients who are dually diagnosed with chronic illness and mental health illness. We provide dining services to this facility as well as the East Louisiana Mental Health System. We are proud to partner with the Louisiana Department of Mental Health to provide dining services 2013-2018 and re-established a new contract starting August 2023. Our dining services is inclusive of management, labor, menu programming for a diverse veteran population, food and supplies. In addition, we provide a Registered Dietitian as part of the food service operation oversight.



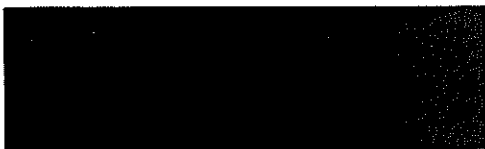
**South Dakota Human Services Center &
Yankton Minimum Center**

Yankton Minimum Center (YMC) is a minimum-security prison located in Yankton, SD. The unit supplies workers for several different programs. On a daily basis, inmates work in support services for the Human Services Center (HSC), or are on work release status as these two facilities are part of a singular campus.

HCSG began partnering with South Dakota in June 2024 to provide full-service dining services to both the HSC and YMC, serving over 400 individuals daily through patient, inmate, and retail cafeteria meals. Our team works with YMC to coordinate inmate labor, preparing meals in HSC and delivers to YMC, ensuring quality and food safety throughout this process. Our program is inclusive of Registered Dietitian Services, ensuring patient outcomes and health outcomes for the campus members.



Consulate Healthcare

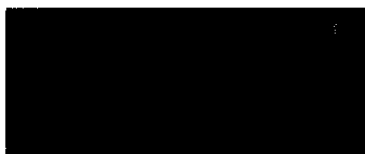


Consulate Healthcare has 45 facilities across the southeast region providing senior healthcare service in post-acute and long term capacities, including Alzheimers and dementia care units. HCSG has been a partner with Consulate since 2007 providing environmental and dining services in facilities throughout their portfolio.

HCSG dining services include full management, labor, menu programming and purchasing with local program modifications made in-line with resident centered choices.

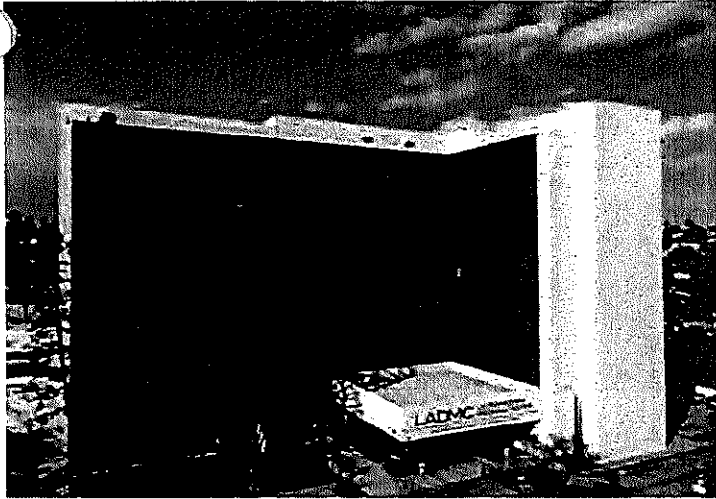


Diversicare



Diversicare is a post-acute care provider providing services in 45 locations throughout the southeast and parts of the mid-west. HCSG has partnered with Diversicare since 2012 providing Environmental, Dining, and Registered Dietitian services throughout their portfolio.

HCSG dining services include full management, labor, menu programming and purchasing with local program modifications made in-line with resident centered choices. Registered Dietitian services are provided as part of our operation oversight and ensuring clinical nutrition compliance while promoting resident centered care.



**LA Downtown Medical Center Campus
Los Angeles, CA**



The **LA Downtown Medical Center Campus** is a 110 bed acute care facility providing Emergency, Surgical, Imaging and Laboratory and many specialties in Los Angeles as well as services through several outpatient clinics. HCSG has provided environmental and dining services since September 2022.

HCSG's full-service Dining Services program offers comprehensive oversight of patient and retail service programs that serve approximately 85 patients and over 200 employees daily. We provide an extensive café menu that includes both regular and vegan options. Additionally, we operate a Starbucks program with various Grab & Go selections.

The patient population we serve is highly diverse, ranging from ICU and acute care patients to those with short-stay needs. We integrate a patient advocate into our hospital dining program and provide snacks for stock, ensuring a well-rounded approach to patient care.

HCSG has actively enhanced the retail dining experience by implementing a vegetarian and plant-based menu, daily chef specials, and expanded Grab & Go selections. Beyond daily operations, our services extend to catering events, community outreach initiatives, and the promotion of public patronage of the café.

Through our ongoing quality assurance tools and performance improvement plans, HCSG is proud to report positive outcomes from The Joint Commission survey conducted in September 2023. These results reflect our commitment to excellence in service, patient satisfaction, and continuous improvement in both Environmental and Dining Services.

In addition, HCSG serves the LA Downtown Medical Center - Ingleside Campus within their portfolio. The Ingleside Campus was established in 1918 in the San Gabriel Valley. It is one of the first licensed psychiatric facilities in California. HCSG has been serving the Ingleside community since 2022 with our environmental and dining services. The facility has 140 beds and also accommodates an 80-person adult daycare during the week. Additionally, there is a small retail cafe available to staff and guests.

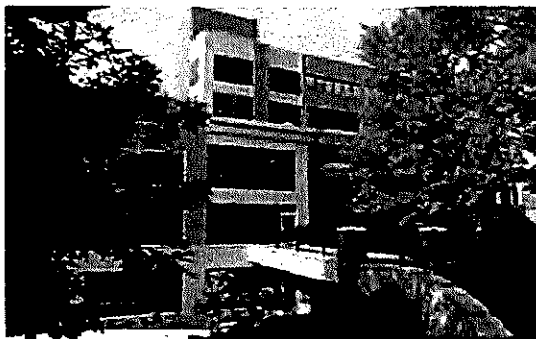


Michael J. Fitzmaurice South Dakota State Veterans Home

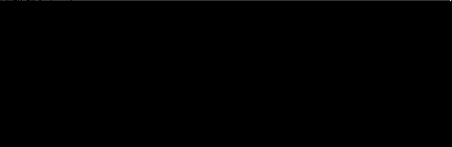


The Michael J. Fitzmaurice South Dakota State Veterans home is a newly built 100-bed facility comprised of eight neighborhoods. Each neighborhood includes common areas including a dining and kitchen area to provide a home-like setting.

We have been serving the veterans at Michael J., Fitzmaurice since July 2024. Our full-service dining program provides all management, including RD services, labor, food and supply purchasing required to meet the scope of work. Additionally, we implemented a Grab & Go retail program to better meet the employee and community needs, promoting a positive culture and engagement for this veteran home.



Arkansas State Veterans Home- Fayetteville



Arkansas State Veterans Home- Fayetteville is a 108-bed facility providing acute and long-term care for veterans and their spouses. We have been a partner with ASVH-Fayetteville since July 2024 providing full-service housekeeping, laundry, dining and dietitian services. Our full-service dining program includes management, labor, food and supply purchasing as well as dietitian services to meet the needs of the veteran community.



Edward C. Allworth Oregon Veterans Home



Edward C. Allworth Oregon Veterans Home is a 154-bed long term care and memory care facility serving veterans and their families in Oregon. The facility is comprised of four neighborhoods, with 3 houses of 14 veterans within each neighborhood.

We have provided full-service dining, dietitian and housekeeping and laundry services to this community since September 2014. Our full-service dining program is inclusive of management, labor, food and supply purchasing to provide a quality dining experience to the veterans. In addition, we provide a full-time dietitian and a cafeteria retail program that serves the employees and community.