

Fill in this information to identify the case:

Debtor 1 FAYETTE MEMORIAL HOSPITAL ASSOCIATION, INC.
dba FAYETTE REGIONAL HEALTH SYSTEMS

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: SOUTHERN District of INDIANA
(State)

Case number 18-07762-JJG-11

RECEIVED

MAY 13 2019

BMC GROUP

Official Form 410
Proof of Claim

04/16

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Renovo Solutions, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Rutan & Tucker, LLP</u> <u>c/o Proud Usahacharoenporn</u> Name <u>611 Anton Blvd., Ste. 1400</u> Number Street <u>Costa Mesa CA 92626</u> City State ZIP Code Contact phone <u>(714) 641-5100</u> Contact email <u>pusaha@rutan.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____			
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____		Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

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

6. Do you have any number you use to identify the debtor? ☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 39,884.84 Does this amount include interest or other charges?

☒ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Services performed

9. Is all or part of the claim secured? ☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

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

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection:

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

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

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

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

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No

☐ Yes. Identify the property: _____



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

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

☒ No

☐ Yes. Check one:

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

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

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

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

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

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

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

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

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

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

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

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

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

Executed on date 05/10/2019
MM / DD / YYYY

/s/ Proud Usahacharoenporn

Signature

Proud Usahacharoenporn

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

Name Proud Usahacharoenporn
First name Middle name Last name

Title Partner

Company RUTAN & TUCKER, LLP

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 611 Anton Boulevard, Suite 1400
Number Street

Costa Mesa
City

CA 92626
State ZIP Code

Contact phone (714) 641-5100

Email pusaha@rutan.com



ADDENDUM TO PROOF OF CLAIM

SUBMITTED BY RENOVO SOLUTIONS, LLC

Renovo Solutions, LLC ("Creditor") submits its Proof of Claim in this bankruptcy case and asserts the claims described below against Fayette Memorial Hospital Association, Inc. d/b/a Fayette Regional Health System ("Debtor"). The bankruptcy estate is obligated to Creditor as set forth below:

On about February 11, 2015, Creditor and Debtor entered into an Asset Management Agreement (the "Agreement") pursuant to which Creditor provided management and coordination of equipment maintenance services for Debtor's equipment and assets in exchange for Debtor's agreement to pay for such services in the amount of \$235,000 per year plus certain costs. (Ex. 1.) Debtor agreed to make monthly payments to Creditor by the first of each month and agreed that any payments not timely made were subject to a late fee charge of 1.5%. (*Id.*) On about November 13, 2018, Creditor and Debtor entered into an Asset Management Agreement - Addendum #1 ("Addendum"), effective as of November 1, 2018, in which Creditor agreed to give Debtor 30 days from the date each monthly payment was due (the first of each month) to make the payment due that month. (Ex. 2.)

Creditor performed all obligations required of it under the Agreement and Addendum (except insofar as excused by Debtor's nonperformance). To date, Debtor has failed and refused to make the monthly payments that were due on August 1 and September 1, 2018 and failed to pay for agreed-upon labor costs, which are documented by Creditor's Invoices Nos. 052469, 052650, and 052819 to Debtor, respectively. (Exs. 3-5.) The total principal amount currently owed by Debtor to Creditor pursuant to these pre-bankruptcy Invoices totals \$39,884.84 (not including interest and late fees).

RESERVATION OF RIGHTS

Creditor reserves all legal, equitable, and contractual rights against all parties. Nothing contained herein is intended, nor should it be construed, to be (i) an admission or waiver by Creditor of any matter or thing, (ii) a waiver of a right to a jury trial on any matter or thing to which such a right exists, (iii) consent to the entry of a final order or a final judgment by the Bankruptcy Court, (iv) a release, waiver, or modification of any rights of Creditor against any person, entity, or property, or any property in which Creditor may have a security interest or lien, (v) a release, waiver, or modification of any provision of, or obligation under, any contract, agreement, or understanding between Creditor and any other party, or (vi) an election of remedies by Creditor.

Creditor reserves the right to amend, modify, or supplement this Proof of Claim for any reason, at any time and from time to time, and in any respect, including, without limitation, for purposes of recharacterizing in any manner the claims set forth herein, reflecting any additional amounts owing from the Debtor, and including herein further relevant evidence and information.

EXHIBIT 1



Agreement No. FRHS-IN-01

Asset Management Agreement

This Asset Management Agreement is made and entered between **RENOVO SOLUTIONS LLC** (herein referred to as "**RENOVO**"), and **FAYETTE REGIONAL HEALTH SYSTEM** (herein referred to as "**CLIENT**"). **RENOVO** agrees to provide comprehensive asset management services to **CLIENT** under the following terms and conditions.

1. Definitions

For purposes of this Agreement, terms used herein shall have meanings as follows:

- (a) The term "Agreement" shall mean this Asset Management Agreement, as may from time to time be amended, modified and supplemented in accordance with the provisions hereof.
- (b) The term "Annual Asset Management Program Cost" shall mean the annual cost, which **CLIENT** is obligated to pay to **RENOVO** under Section 7 of this Agreement.
- (c) The term "Asset Management Inventory" shall mean the equipment and other assets listed on Attachment "A" to this Agreement, which is incorporated herein by this reference as if fully set forth.
- (d) The term "Equipment Coverage Summary Report" shall mean the periodic report prepared by **RENOVO** Quarterly, which shall set forth the current Asset Management Inventory.
- (e) The term "Asset Management Services" shall mean the services to be provided by **RENOVO** as set forth in Section 2 of this Agreement.
- (f) The term "Active Contract Report" shall mean the periodic report prepared by **RENOVO**, which shall set forth the labor and material expenditures, which have accrued in providing the Asset Management Services.
- (g) The term "Preventive Maintenance Completion Report" shall mean the periodic report prepared by **RENOVO**, which shall detail the preventive maintenance provided by **RENOVO** as part of the Asset Management Services.
- (h) The term "Quality Improvement Report" shall mean the Quarterly report prepared by **RENOVO**, which shall describe the actions and activities of **RENOVO** and **CLIENT** in making qualitative improvements to the Asset Management Program.
- (i) The term "Total Program Expenditures" shall mean the total cost of **RENOVO** in providing the Asset Management Services, including, without limitation, the wages and benefits paid to the Asset Management Technical Staff and other employees or agents of **RENOVO** providing Asset Management Services, as well as the costs incurred by **RENOVO** for materials and supplies utilized in providing the Asset Management Services.

RENOVO SDM

CLIENT DR



Agreement No. FRHS-IN-01

Asset Management Agreement

2. Scope of RENOVO Services and Coverage

During the term of this Agreement, **RENOVO** will provide **CLIENT** with the Asset Management Services as follows:

- (a) **RENOVO** will assign an Account Manager to provide management and coordination of equipment maintenance services for the Asset Management Inventory (see Attachment A for specific details). Equipment maintenance services will be provided by 1 (one) site based Biomedical Technician, Monday thru Friday from 8:00am thru 4:30pm. Renovo will provide support from regional Biomedical and Radiological Service Specialists (Herein referred to as the "Asset Management Technical Staff") on an as needed basis. When appropriate, technical staff from an approved Independent Service Organization or the Original Equipment Manufacturers may be utilized. Asset Management Technical Staff are available 24 hours a day, 7 days per week by calling the Renovo Solutions Service Center at 888-736-6861.
- (b) **RENOVO** will be financially responsible for all labor and material costs associated with routine repairs and maintenance (excluding consumable supplies) for the Asset Management Inventory (see Attachments A & C for specific Inclusions and exclusions) up to a maximum expense of \$150,000.00 on an annual basis. Any costs exceeding \$150,000.00 on an annual basis will be shared between **RENOVO** and **CLIENT** on a 50/50 basis.
- (c) **Uptime Guarantee: RENOVO** guarantees a 97% uptime for all Imaging equipment items as measured on an annual basis. Uptime percentage for each item of equipment is calculated as follows: Total covered annual hours, minus total annual downtime hours, divided by total covered annual hours. A unit is considered down when it cannot produce a scan, image or film. It is also down when restricted to the point that it cannot be used for its intended purpose. Downtime starts at first call for covered service and ends at the production of a diagnostically acceptable scan, image or film and release of the unit to the customer for patient use. At the end of each Agreement year, **CLIENT** shall receive a reduction in each item's annual coverage amount for the following one (1) year Agreement period, equal to one percent (1%) of the annual coverage amount for that item, for each percentage point below the guaranteed uptime percentage for the current year (with a maximum discount amount of 15%).

Furthermore, all hours associated with the following activities would not be included in the Uptime calculation: preventive (scheduled) maintenance hours, service hours not covered by the contract coverage, failures caused by acts of God, and replacement part shipping delays as the result of weather and are beyond our control.

RENOVO SDM

CLIENT



Agreement No. FRHS-IN-01

Asset Management Agreement

3. Reports and Compliance

During the term of this Agreement, **RENOVO** will maintain records and prepare reports, as follows:

- (a) All preventive maintenance and repair documentation will be kept on file at the premises of **CLIENT**, as well as at the offices of **RENOVO**.
- (b) **RENOVO** will ensure that all Asset Management Services are in compliance with current Joint Commission and DNV accreditation standards, as well as any applicable requirements promulgated by the State Department of Health Services and other regulatory agencies with jurisdiction over **CLIENT**. The Asset Management Technical Staff will be in attendance at the time of all regulatory surveys/inspections.
- (c) **RENOVO** will provide **CLIENT** with Quarterly reports detailing various aspects of the asset management program to include, but not be limited to, the following: Equipment Coverage Summary Report (quarterly), Preventive Maintenance Completion Report (monthly), Quality Improvement Report (quarterly), Service History Report (quarterly), Special Case Service History report (quarterly) and Program Evaluation Report (annually).

4. CLIENT Responsibilities

During the term of this Agreement, **CLIENT** will provide **RENOVO** with the following:

- (a) **CLIENT** shall provide the Asset Management Technical Staff and other employees and agents of **RENOVO** with full and complete access to the Asset Management Inventory to permit **RENOVO** to provide the Asset Management Services in a timely manner.
- (b) **CLIENT** will provide the Asset Management Technical Staff and employees and agents of **RENOVO** with all service records and reports, equipment manuals and warranty information of the Asset Management Inventory which will permit **RENOVO** to provide the Asset Management Services and secure warranty services on the Asset Management Inventory, as applicable.
- (c) **CLIENT** will provide the Asset Management Technical Staff with reasonable temporary (a desk, chair in the Biomed Office) office space during the normal working hours as specified in Section 2(a) of this Agreement, sufficient facilities to maintain the records pertaining to the Asset Management Inventory, as well as unrestricted high-speed internet access for our computerized information management system to function properly.

5. Agreement Term

The commencement of the term of this Agreement shall be the later of 12:01 a.m. on **February 15, 2015**, or the date that the initial installment payment required by Section 7 of this Agreement is received by **RENOVO**, and shall continue for a term of sixty (60) months, unless earlier terminated in accordance with the provisions described in Section 6 of this Agreement.

RENOVO SDM

CLIENT SDM



Agreement No. FRHS-IN-01

Asset Management Agreement

6. Termination

Either **RENOVO** or **CLIENT** may terminate the term of this Agreement at any time during the term, with cause, by providing the other with at least ninety (90) days prior written notice to such termination. Termination with cause, for purposes of this Agreement, shall mean a material breach of this Agreement which is not cured within thirty (30) days of delivery of written notice by the non-defaulting party, which notice shall reasonably describe the alleged default or defaults.

7. Cost of Asset Management Program

The Year 1 annual cost of the Asset Management Services described in this Agreement is **\$235,000.00**. Provided the equipment inventory and scope of coverage remain the same, **RENOVO** may adjust the annual cost for Years 4 & 5 for inflationary reasons, but any increase will not exceed the then current Consumers Price Index (CPI). Installment payments of the Annual Asset Management Program Cost shall be made by **CLIENT** to **RENOVO** via check according to the attached payment schedule (Attachment D). The first monthly installment payment of the annual Asset Management Program Cost will be due on the effective date of the agreement and the balance of the annual cost will be divided into eleven monthly installments, based on the number of days in each month.

Excluding the initial installment payment, all installment payments are to be paid by **CLIENT** and received by **RENOVO** no later than the first day of each month in which payment is due. All payments not made in a timely manner, shall be subject to a late fee charge of one and one-half percent (1½%) of the installment payment amount, which shall be paid with the delinquent installment payment without notice or demand. In addition to the late payment fee, **RENOVO** also reserves the right to suspend or withhold equipment maintenance services from **CLIENT**, in the event **CLIENT** does not adhere to the agreed upon payment terms stated above. The withholding of services by **RENOVO** may include the removal of the Asset Management Technical Staff from **CLIENT**'s premises until such payments have been brought up-to-date. The cost of any services provided by **RENOVO**, which are not included in the Asset Management Service shall be charged at hourly rates established by **RENOVO**, plus expenses, and shall be separately invoiced by **RENOVO**.

8. Asset Management Inventory Changes

Modifications (e.g. equipment additions/deletions and scope of services) to the Asset Management Inventory can be made at any time during the period of the Agreement provided however, all changes, including, without limitation, adjustments to the cost of Asset Management Services, must be mutually agreed upon in writing by both **RENOVO** and **CLIENT**. The Asset Management Inventory Change Form (Attachment B) is provided for this purpose.

RENOVO SDM
CLIENT [Signature]



Agreement No. FRHS-IN-01

Asset Management Agreement

9. *Liability Limitations*

CLIENT hereby acknowledges and agrees that the maximum cumulative liability **RENOVO** shall have during each successive twelve (12) month period of this Agreement for the maintenance and repair expenditures with respect to each piece of equipment shall be limited to the fair market value of a like model, age and condition as the applicable piece of equipment is at the applicable time, and for any single repair an amount equal to fifty percent (50%) of such value. Once such maximum with respect to any piece of equipment is reached, such piece shall be removed from the Asset Management Inventory with no reduction in the amounts due hereunder for the duration of such 12-month period. In the event any such equipment requires repair after being removed from the Asset Management Inventory, all such repairs will be performed by **RENOVO** on a Time and Material (T&M) basis at **RENOVO's** then prevailing rates. In no event shall **RENOVO** be liable to **CLIENT** under this Agreement, by reason of any tort, breach of contract, or warranty, indemnification or other legal liabilities, for prospective, consequential, incidental, exemplary, punitive, indirect or special damages, economic loss, loss of profits or similar damages suffered by **CLIENT** rising out of a breach or default in the performance of **RENOVO's** obligations under this Agreement. **RENOVO** will not pay for any maintenance-related expenditure which are incurred after the expiration of this Agreement. **RENOVO** covenants that the Asset Management Inventory will be fully operational as of the expiration of the term of this Agreement, reasonable wear and tear excepted.

10. *Insurance Coverage*

This Agreement shall not be deemed to create a legal partnership, association, joint venture or other similar arrangement between **RENOVO** and **CLIENT**, the intent of this Agreement being that both **RENOVO** and **CLIENT** shall be and shall remain independent contractors for the performance of their respective obligations under this Agreement. Each party covenants and agrees that they shall maintain liability insurance coverages for their respective businesses in a commercially reasonable amount, and shall maintain workers' compensation insurance in required amounts on their own employees. **CLIENT** agrees that it shall maintain property damage and casualty insurance, at its expense, on the Asset Management Inventory, and that **RENOVO** shall have no liability to **CLIENT** for any loss, damage, or injury to, or caused by, the Asset Management Inventory which does not arise from the negligent acts or omissions to acts of **RENOVO**.

11. *Environmental Systems & Acts of God*

RENOVO is not responsible for paying the cost of repair services to the Asset Management Inventory which are attributable to the failure of **CLIENT's** environmental systems, including but not limited to: electrical distribution system, heating, ventilation and air conditioning systems, water supply and disposal systems, and any other facility support system; as well as failures due to acts of God.

RENOVO SDM

CLIENT [Signature]



Agreement No. FRHS-IN-01

Asset Management Agreement

12. Indemnification

RENOVO and *CLIENT* shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses and attorney's fees, which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its representatives or employees.

13. Force Majeure

The duties and obligations of each party to this Agreement are limited in the event of circumstances beyond their control, such as major disaster, epidemic, war, complete or partial destruction of facilities, and disability of a significant number of personnel, significant labor disputes, and acts of God. In such an event, the parties hereto agree to use their best efforts under the circumstances to fulfill their duties and obligations under this Agreement by whatever means are available.

14. Confidentiality

Except as otherwise specifically provided in this Agreement, the parties to this Agreement each covenant that they shall keep the terms and conditions of this Agreement strictly confidential and shall not distribute copies of this Agreement or disclose the terms and conditions of this Agreement to any person or entity. As a limited exception to the foregoing, either party may distribute copies of this Agreement or disclose the terms and conditions of this Agreement under the conditions as follows:

- (a) This Agreement and the terms and conditions of this Agreement may be disclosed to the parties' legal, GPO and tax advisors.
- (b) This Agreement and the terms and conditions of this Agreement may be disclosed as may be necessary and appropriate to enforce the terms of this Agreement or as may be directed by binding court orders or subpoenas.
- (c) This Agreement and the terms of this Agreement may be disclosed as may be required to prevent them from violating any applicable laws, statutes or regulations which govern the respective business activities of the parties.

15. Arbitration

Any controversy or claim arising out of or relating to this Agreement or the respective rights under this Agreement shall be settled by arbitration in Fayette County, Indiana. Such arbitration shall be in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party in such arbitration and any ensuing legal action shall be reimbursed by the party who does not prevail, for the reasonable attorneys, accountant, and expert fees, and the cost of such actions.

RENOVO SDM

CLIENT [Signature]



Agreement No. FRHS-IN-01

Asset Management Agreement

16. Notices

Any notice, designation, consent or approval required or permitted hereunder shall be made in writing and delivered personally or mailed by certified mail, return receipt requested, addressed to the parties as hereinafter specified. Any notice forwarded by mail in accordance with the terms of this section shall be deemed to have been received, delivered or given to the other party three (3) business days following the date of mailing. Addresses for purposes of this Agreement, must be otherwise designated in a subsequent written notice or as follows:

RENOVO SOLUTIONS LLC
1801 E. Parkcourt Place
Building D, Suite # 208
Santa Ana, CA 92701
Attention: President

FAYETTE REGIONAL HEALTH SYSTEM
1941 Virginia Avenue
Connersville, IN 47331
Attention: _____

17. Omnibus Reconciliation Act of 1980

Upon written request and anytime within four years after the termination of this Agreement, **RENOVO** will make available to the Secretary of Health and Human Services or to the Comptroller General, or to any of their authorized representatives access to any and all records or other documentation needed to verify the nature, extent, and cost of the services provided to **CLIENT**. If any of these services are provided through a subcontractor, this right of access shall be extended to the relevant records of the subcontractor. This right is provided in order to comply with the requirements of Section 952 of the Omnibus Reconciliation Act of 1980, Public Law 96-499, as contained in Section 1861 (V) (1) of the Social Security Act, and the implementing regulations at 42 CFR Part 420.

18. Entire Agreement

This Agreement contains the entire agreement between the parties, and may only be amended or modified by written instrument signed by the parties. The partial invalidity of any provision of this Agreement shall not invalidate or affect the validity of the remaining provisions of this Agreement. If any provision of this Agreement is deemed invalid or unenforceable, this Agreement shall remain in full force and effect as if such invalid or unenforceable provision were omitted.

19. Waiver

No failure by either party to require the performance by the other party of any of the terms of this Agreement shall in any way affect such party's rights to enforce such terms, nor shall any waiver on any one occasion be deemed a waiver of any other term hereof, or subsequent breach thereof. No right under this Agreement may be waived and no modification or amendment to this Agreement may be made except by written agreement executed by the parties.

RENOVO SDM

CLIENT [Signature]



Agreement No. FRHS-IN-01

Asset Management Agreement

20. *Jurisdiction*

This Agreement shall be construed, interpreted, and governed by the laws of the State of Indiana. Time is of the essence for the purposes of this Agreement.

RENOVO SOLUTIONS LLC

By: Sandy O. Moyford
(Signature)
Title: CEO
Date: 2-16-15

FAYETTE REGIONAL HEALTH SYSTEM

By: [Signature]
(Signature)
Title: V.P. CFO
Date: 2/15/15
Purchase Order Number: _____

Attachments:

- A. Asset Management Inventory
- B. Asset Management Inventory Change Form
- C. Special Provisions
- D. Payment Schedule

RENOVO _____
CLIENT [Signature]

EXHIBIT 2



Agreement No. FRHS-IN-001

Asset Management Agreement – Addendum #1

The Asset Management Agreement between RENOVO SOLUTIONS LLC (herein referred to as "RENOVO"), and FAYETTE REGIONAL HEALTH SYSTEM (herein referred to as "CLIENT"), is hereby amended according to the following terms and conditions.

1. Termination

Either RENOVO or CLIENT may terminate the term of this Agreement at any time during the term, without cause, by providing the other with at least sixty (60) days prior written notice to such termination.

2. Cost of Asset Management Program

RENOVO and CLIENT have agreed to new payment terms. All installment payments are to be paid by CLIENT and received by RENOVO no later than thirty (30) days from the first day of each month in which payment is due. RENOVO still reserves the right to suspend or withhold equipment maintenance services from CLIENT, in the event CLIENT does not adhere to the agreed upon payment terms stated. The withholding of services by RENOVO may include the removal of the Asset Management Technical Staff from CLIENT's premises until such payments have been brought up-to-date.

The Effective Date for the implementation of this Addendum is November 1, 2018.

All other sections of Agreement No. FRHS-IN-001 will remain in full force and effect as previously agreed to by both parties.

RENOVO SOLUTIONS LLC

By: Sandy D. Morford
 (Signature)
 Name: SANDY D. MORFORD
 Title: CEO
 Date: 11-13-18

FAYETTE REGIONAL HEALTH SYSEM

By: Samantha Bell-Jont
 (Signature)
 Name: Samantha Bell-Jont
 Title: CEO
 Date: 11/12/18

RENOVO _____

CLIENT _____

EXHIBIT 3

**4 Executive Circle
Suite 185
Irvine, CA 92614
Phone: 844-473-6686**

Date	Invoice #
8/1/2018	052469 CNT

Ship To
Fayette Regional Health System 1941 Virginia Ave. Connersville, IN 47331

Contract No.	P.O. No.	Terms
FRHS-IN-01		Due on receipt

Past due invoices are subject to a service charge of 1.5% per month, not to exceed the maximum rate allowed by law.

Phone #
844-473-6686

EXHIBIT 4

Renovo Solutions LLC

4 Executive Circle

Suite 185

Irvine, CA 92614

Phone: 844-473-6686

Service Invoice

Date	Invoice #
8/31/2018	052650 SVC

Bill To
Fayette Regional Health System 1941 Virginia Ave Connersville, IN 47331-2833 US

Ship To
Fayette Regional Health System 1941 Virginia Ave. Connersville, IN 47331

P.O. No.	Terms
	Due on receipt

Quantity	Description	Serviced	Service Event	Rate	Amount
1	BIOMED Labor Total sales tax calculated by AvaTax	06/29/2018	1752069	68.75 0.00%	68.75T 0.00

				Subtotal	\$68.75
				Sales Tax (0.0%)	\$0.00
				Total	\$68.75

Past due invoices are subject to a service charge of 1.5% per month, not to exceed the maximum rate allowed by law.

Phone #
844-473-6686



Billing - Time & Materials

Fayette Regional Health System for September 1, 2018 Billing

FINAL REPORT

Biomed -

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
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1752069	06/29/2018			Biomed-Admin	Renovo Solutions - Biomed/Misc - Administrative, Biomedical, Misc. Labor	
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Contract Coverage: Parts: <none>

Labor: <none>

Problem: Wires are showing through on ultrasound cord. EQUIP DESCR: Ultrasound cord wires

Code / Resolution: Repaired By Vendor / Repaired by vendor.

Type	Description	Qty	Rate	Charge
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PARTS STD	Repair Repair	1	\$68.75	\$68.75
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Total for Service Event #1752069: \$68.75

Totals for Biomed - : \$68.75

Billing Grand-Total: \$68.75

EXHIBIT 5

4 Executive Circle
Suite 185
Irvine, CA 92614
Phone: 844-473-6686

Date	Invoice #
9/1/2018	052819 CNT

Bill To	
Fayette Regional Health System 1941 Virginia Ave Connersville, IN 47331-2833 US	

Ship To
Fayette Regional Health System 1941 Virginia Ave. Connersville, IN 47331

Contract No.	P.O. No.	Terms
FRHS-IN-01		Due on receipt

Description	Invoice Coverage Period	Amount
Asset Management Service Contract	09/15/2018 to 10/14/2018	19,604.40
Asset Management Service Contract - Billing Adjustment	07/15/2018 to 09/14/2018	-27.04
Total sales tax calculated by AvaTax		0.00

	Subtotal	\$19,577.36
Past due invoices are subject to a service charge of 1.5% per month, not to exceed the maximum rate allowed by law.	Sales Tax (0.0%)	\$0.00
	Total	\$19,577.36
	Payments/Credits	\$0.00
	Balance Due	\$19,577.36

Past due invoices are subject to a service charge of 1.5% per month, not to exceed the maximum rate allowed by law.

Phone #
844-473-6686

VIA FEDEX

DATE: May 10, 2019 **CLIENT-MATTER NO.:** 027426-0001

TO: BMC Group, Inc.
Attn: FMHA Claims Processing
3732 West 120th Street
Hawthorne, CA 90250

FROM: Cecilia Solórzano

SUBJECT: In Re: Fayette Memorial Hospital Association, Inc. dba Fayette Regional
Health Systems
USBC Case No. 18-07762-JJG-11

ATTACHED: Proof of Claim filed by Renovo Solutions, LLC

- | | |
|--|---|
| <input type="checkbox"/> Your immediate response is required | <input type="checkbox"/> Please comment |
| <input type="checkbox"/> For your information | <input type="checkbox"/> Please complete |
| <input type="checkbox"/> For your files | <input type="checkbox"/> Please review |
| <input type="checkbox"/> Please acknowledge receipt | <input type="checkbox"/> Please sign |
| <input type="checkbox"/> Please handle | <input type="checkbox"/> Please sign and return originals |
| <input type="checkbox"/> Please telephone me | <input type="checkbox"/> In accordance with your request |
| <input checked="" type="checkbox"/> Other: Enclosed is Renovo Solutions, LLC's Proof of Claim for filing along with a copy of the face page of said claim. Please conform the face page and return to me in the enclosed self-addressed stamped envelope. | |