

AMENDED

ADMINISTRATIVE EXPENSE CLAIM FORM

Debtor: Fayette Memorial Hospital Association, Inc., Case No. 18-07762-JJG-11

NOTE: This form should only be used to make a claim for an Administrative Expense arising or accruing from October 10, 2018 through and including April 30, 2019. IT SHOULD NOT BE USED FOR CLAIMS ARISING PRIOR TO OCTOBER 10, 2018.

Name of Creditor (The person or other entity to whom the debtor owes money or property): Renovo Solutions, LLC	<input type="checkbox"/>	Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Name and address where notices should be sent: Proud Usahacharoenporn, Rutan & Tucker LLP, 611 Anton Blvd., Suite 1400, Costa Mesa, CA 92626	<input type="checkbox"/>	Check box if you have never received any notices from the bankruptcy court in this case.
Name and address where payment should be sent (if different): Proud Usahacharoenporn, Rutan & Tucker LLP, 611 Anton Blvd., Suite 1400, Costa Mesa, CA 92626	<input checked="" type="checkbox"/>	Check box if the address differs from the address on the envelope sent to you by the court.
Telephone number: (714) 338-1885		

Last four digits of account or other number by which creditor identifies debtor: FRHS-IN-01

1. Basis for Administrative Claim <input checked="" type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
--	---

RECEIVED
AUG 22 2019
BMC GROUP

2. Date(s) debt was incurred: <u>1/31/19-5/30/19</u>	3. If court judgment, date obtained: _____
---	---

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$\$68,825.67

If all or part of your claim is secured, also complete Item 5 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Please identify the property of the Debtor that secures the claim. Description of Property: _____ Basis for Perfection: _____ Value of Property: _____	6. Offsets, Credits and Setoffs: <input type="checkbox"/> All Payments made on this claim by the Debtor have been credited and deducted from the amount claimed herein <input checked="" type="checkbox"/> This claim is not subject to any setoff or counterclaim. <input type="checkbox"/> This claim is subject to setoff or counterclaim as follows: _____
---	--

7. This Administrative Proof of Claim: <input type="checkbox"/> is the first filed proof of claim evidencing the claim asserted herein. <input checked="" type="checkbox"/> amends/supplements a proof of claim <u>Renovc</u> filed on <u>6/11/19</u> or _____ <input type="checkbox"/> replaces/suspends a proof of claim filed on _____	8. Assignment <input type="checkbox"/> If the claimant has obtained this claim by Assignment, a copy is attached hereto.
---	--

9. Supporting Documentation:

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.

Date: <u>8/13/19</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Proud Usahacharoenporn
----------------------	--

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.

ADDENDUM TO ADMINISTRATIVE EXPENSE CLAIM

SUBMITTED BY RENOVO SOLUTIONS, LLC

Renovo Solutions, LLC (“Creditor”) submits its Administrative Expense 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, including by providing services during the administrative claim period from 01/31/19 to 5/30/19 (except insofar as excused by Debtor’s nonperformance). To date, Debtor has failed and refused to pay for the goods and services provided from the administrative claim period that are reflected on Creditor’s Invoices Nos. 056050 SVC, 056321 CNT, 056493 SVC, 056718 CNT, 057456 SVC, 057258 CNT, 057652 SVC and 057823 CNT to Debtor that are collectively attached hereto as Exhibit 3. The total principal amount currently owed by Debtor to Creditor pursuant to these Invoices from the administrative claims period totals \$68,825.67 (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 Administrative Expense 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 TJ



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 888-738-8881.
- (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 Y



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 [Signature]



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

February 11, 2016



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

FAYETTE REGIONAL HEALTH SYSTEM

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

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

November 7, 2018



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

FAYETTE REGIONAL HEALTH SYSEM

By: Sandy D. Morford
(Signature)

By: Sherrytha Bell-Jont
(Signature)

Name: SANDY D. MORFORD

Name: Sherrytha Bell-Jont

Title: CEO

Title: CEO

Date: 11-13-18

Date: 11/12/18

RENOVO _____

CLIENT _____

EXHIBIT 3

Renovo Solutions LLC

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

Service Invoice

Date	Invoice #
1/31/2019	056050 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
	Net 30

Quantity	Description	Serviced	Service Event	Rate	Amount
	CARDIAC PULMONARY REHABILITATION				
1	Parts	12/31/2018	1980107	175.50	175.50T
1	Shipping	12/31/2018	1980107	27.00	27.00T
	EMERGENCY ROOM				
1	Parts	12/17/2018	1973144	62.66	62.66T
1	Shipping	12/17/2018	1973144	27.00	27.00T
1	Shipping	01/23/2019	2009472	10.86	10.86T
	SURGICAL SERVICES				
1	Parts	01/04/2019	1986634	66.55	66.55T
0.5	Labor	01/31/2019	1987537	150.00	75.00T
	Total sales tax calculated by AvaTax			0.00%	0.00
Subtotal					\$444.57
Sales Tax (0.0%)					\$0.00
Total					\$444.57

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 February 1, 2019 Billing

FINAL REPORT

Cardiac Pulmonary Rehabilitation

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
1980107	12/31/2018			16427	ScottCare - Innovo - Telemetry System, Transmitter	

Contract Coverage: Parts: <none> Labor: <none>
 Problem: Leads need to be replaced.
 Code / Resolution: Replaced Accessory / Replaced lead wires

Type	Description	Qty	Rate	Charge
PARTS STD	100233B 3 LEAD CABLE	1	\$175.50	\$175.50
PARTS STD	Shipping Shipping	1	\$27.00	\$27.00
Total for Service Event #1980107:				\$202.50
Totals for Cardiac Pulmonary Rehabilitation - :				\$202.50

Emergency Room

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
1973144	12/17/2018			14977	3M Health Care - 8300 - Aspirator	

Contract Coverage: Parts: Scheduled Maintenance & Demand Maintenance Labor: Scheduled Maintenance & Demand Maintenance
 Problem: Charger has been misplaced.
 Code / Resolution: Replaced Component / Replaced charger

Type	Description	Qty	Rate	Charge
PARTS STD	EA-035UM-S2 AC TO DC POWER ADAPTER	1	\$62.66	\$62.66
PARTS STD	Shipping Shipping	1	\$27.00	\$27.00
Total for Service Event #1973144:				\$89.66

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
2009472	01/23/2019			14826	Sylvan - Peditascan 100 - Transilluminator	

Contract Coverage: Parts: Scheduled Maintenance & Demand Maintenance Labor: Scheduled Maintenance & Demand Maintenance
 Problem: Shipping charges for battery replacement on SE# 969692
 Code / Resolution: Issue Resolved / Added SE to charge for battery replacement shipping.

Type	Description	Qty	Rate	Charge
SHIPPING	Shipping Shipping for battery	1	\$10.86	\$10.86
Total for Service Event #2009472:				\$10.86

Exhibit 3, Page 13



Totals for Emergency Room - : \$100.52

Surgical Services

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
------	-----------	-------------	---------	----------	--------	----

1986634	01/04/2019			10622	Zoll Medical - M Series - Defibrillator/Pacemakers, External	
Contract Coverage:		Parts: Scheduled Maintenance & Demand Maintenance		Labor: Scheduled Maintenance & Demand Maintenance		
Problem: BATTERY ON CRASH CART SAYS IT NEEDS REPLACED EQUIP DESCR. CRASH CAST IN PACU						
Code / Resolution: Replaced Component / Replaced battery						

Type	Description	Qty	Rate	Charge
PARTS STD	8000-0299-01 1400/2000/1600/1700/ M SERIES/ AED PRO BATTERY (NOT UPGRADEABLE TO SMART BATTERY) FORMERLY 8004-000	1	\$66.55	\$66.55
Total for Service Event #1986634:				\$66.55

1987537	01/31/2019		Scheduled Maintenance	16381	NAI Tech Products, Inc - Dicom CA+ - Radiographic, PACS, Computer	Logan Head
Contract Coverage:		Parts: <none>		Labor: <none>		
Problem: Scheduled Maintenance due.						
Code / Resolution: SM Complete / SM Complete						

Type	Description	Qty	Rate	Charge
LABOR	B - Regular	0.5	\$150.00	\$75.00
Total for Service Event #1987537:				\$75.00

Totals for Surgical Services - : \$141.55

Billing Grand-Total: \$444.57

Renovo Solutions LLC

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

Contract Invoice

Date	Invoice #
2/28/2019	056321 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 Total sales tax calculated by AvaTax	2/15/2019 to 03/14/2019	16,132.20 0.00

Subtotal	\$16,132.20
Sales Tax (0.0%)	\$0.00
Total	\$16,132.20
Payments/Credits	\$0.00
Balance Due	\$16,132.20

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

Renovo Solutions LLC

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

Service Invoice

Date	Invoice #
2/28/2019	056493 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
	Net 30

Quantity	Description	Serviced	Service Event	Rate	Amount
1	BIOMED	02/06/2019	2024323	10.86	10.86T
1	Shipping	02/06/2019	2024323	10.92	10.92T
1	Shipping				
	INTENSIVE CARE CENTER				
1	Parts	02/07/2019	2023384	62.50	62.50T
	Total sales tax calculated by AvaTax			0.00%	0.00

Subtotal		\$84.28
Sales Tax (0.0%)		\$0.00
Total		\$84.28

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 March 1, 2019 Billing

FINAL REPORT

Biomed

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
2024323	02/06/2019				CC: Biomed	

Contract Coverage: Parts: <none> Labor: <none>

Problem: FedEx Shipping October 2018 and November 2018.

Code / Resolution: No Action Needed / Completed SE for FedEx Shipping.

Type	Description	Qty	Rate	Charge
SHIPPING	FedEx Shipping - Oct 2018 FedEx Shipping	1	\$10.86	\$10.86
SHIPPING	FedEx Shipping - Nov 2019 FedEx Shipping	1	\$10.92	\$10.92
Total for Service Event #2024323:				\$21.78
Totals for Biomed - :				\$21.78

Intensive Care Center

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
2023384	02/07/2019			10822	Zoll Medical - M Series - Defibrillator/Pacemakers, External	

Contract Coverage: Parts: Scheduled Maintenance & Demand Maintenance Labor: Scheduled Maintenance & Demand Maintenance

Problem: Low battery

Code / Resolution: Replaced Component / Replaced battery and verified proper operation.

Type	Description	Qty	Rate	Charge
PARTS STD	AS10720-1 Battery 10V 2 5AH	1	\$62.50	\$62.50
Total for Service Event #2023384:				\$62.50
Totals for Intensive Care Center - :				\$62.50

Billing Grand-Total: \$84.28

Renovo Solutions LLC

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

Contract Invoice

Date	Invoice #
3/1/2019	056718 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		Net 30

Description	Invoice Coverage Period	Amount
Asset Management Service Contract Total sales tax calculated by AvaTax	03/15/2019 to 04/14/2019	17,860.65 0.00

Subtotal	\$17,860.65
Sales Tax (0.0%)	\$0.00
Total	\$17,860.65
Payments/Credits	\$0.00
Balance Due	\$17,860.65

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

Renovo Solutions LLC

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

Service Invoice

Date	Invoice #
3/31/2019	057456 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
	Net 30

Quantity	Description	Serviced	Service Event	Rate	Amount
	BIOMEDICAL ENGINEERING				
1	Shipping	03/11/2019	2060135	10.92	10.92T
	NORTH STAR REHAB				
1	Parts	03/19/2019	2061662	152.10	152.10T
	PATIENT CARE SERVICES				
1	Parts	03/05/2019	2041358	74.59	74.59T
	Total sales tax calculated by AvaTax			0.00	0.00
				Subtotal	\$237.61

Sales Tax (0.0%)	\$0.00
Total	\$237.61

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 April 1, 2019 Billing

FINAL REPORT

Biomedical Engineering						
SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
2060135	03/11/2019			FRHS Contract	Renovo Solutions - N/A - Administrative, Biomedical, Misc. Labor	
Contract Coverage:		Parts: <none>		Labor: <none>		
Problem: Shipping charges for SE#1876975 for \$10.92						
Code / Resolution: No Action Needed / 104332-1876975 \$10.92 FedEx Shipping Fayette Regional						
				Type	Description	Qty Rate Charge
				SHIPPING	FedEx Shipping Charges SE#1876975 Shipping Charges \$10.92	1 \$10.92 \$10.92
Total for Service Event #2060135:						\$10.92
Totals for Biomedical Engineering - :						\$10.92

North Star Rehab						
SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
2061662	03/19/2019			12367	Datascope / Maquet - Accutorr - Monitor, NIBP	
Contract Coverage:		Parts: Scheduled Maintenance & Demand Maintenance		Labor: Scheduled Maintenance & Demand Maintenance		
Problem: Will not inflate B/P cuff. No temp probe, no O2 probe.						
Code / Resolution: Replaced Accessory / Replaced temperature probe and SPO2 cable.						
				Type	Description	Qty Rate Charge
				PARTS STD	801-6006-00009-00 Temperature Probe	1 \$152.10 \$152.10
Total for Service Event #2061662:						\$152.10

Exhibit 3, Page 20



Totals for North Star Rehab - : \$152.10

Patient Care Services

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
2041358	03/05/2019			11936	Baxter Healthcare Corp Fenwal - Sigma Spectrum - Pump, Infusion	

Contract Coverage: Parts: Scheduled Maintenance & Demand Maintenance Labor: Scheduled Maintenance & Demand Maintenance
 Problem: Red warning comes up about battery not working. EQUIP DESCR: IV pump
 Code / Resolution: Replaced Component / Replaced battery and verified proper operation.

Type	Description	Qty	Rate	Charge
PARTS STD	35724 SIGMA SPECTRUM STANDARD BATTERY	1	\$74.59	\$74.59

Total for Service Event #2041358: \$74.59

Totals for Patient Care Services - : \$74.59

Billing Grand-Total: \$237.61

Renovo Solutions LLC

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

Contract Invoice

Date	Invoice #
4/1/2019	057258 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	04/15/2019 to 05/14/2019	16,829.70
Asset Management Service Contract - Billing Adjustment	02/15/2019 to 04/14/2019	-894.44
Asset Management Service Contract - Changes prior to 02/15/2019	01/15/2019 to 02/14/2019	-5.35
Total sales tax calculated by AvaTax		0.00

Subtotal	\$15,929.91
Sales Tax (0.0%)	\$0.00
Total	\$15,929.91
Payments/Credits	\$0.00
Balance Due	\$15,929.91

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

Renovo Solutions LLC

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

Service Invoice

Date	Invoice #
4/30/2019	057652 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
	Net 30

Quantity	Description	Serviced	Service Event	Rate	Amount
1	GERI PSYCH Parts	04/22/2019	2091903	108.31	108.31T
1	PATIENT CARE SERVICES Parts	04/01/2019	2066988	74.59	74.59T
1	Shipping	04/01/2019	2066988	27.00	27.00T
1	SURGICAL SERVICES Parts	03/29/2019	2044768	237.66	237.66T
	Total sales tax calculated by AvaTax			0.00%	0.00
				Subtotal	\$447.56
				Sales Tax (0.0%)	\$0.00
				Total	\$447.56

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 May 1, 2019 Billing

FINAL REPORT

Geriatr Psych -

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
------	-----------	-------------	---------	----------	--------	----

2091903 04/22/2019 12368 Mindray - Accutorr V - Monitor, Vital Signs

Contract Coverage: Parts: Scheduled Maintenance & Demand Maintenance Labor: Scheduled Maintenance & Demand Maintenance

Problem: Battery needs replaced.

Code / Resolution: Replaced Accessory / Replaced battery

Type	Description	Qty	Rate	Charge
PARTS STD	115-018011-00 11.1V 4.4A LI-ION BATTERY	1	\$108.31	\$108.31
Total for Service Event #2091903:				\$108.31
Totals for Geri Psych - :				\$108.31

Patient Care Services -

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
------	-----------	-------------	---------	----------	--------	----

2066988 04/01/2019 11932 Baxter Healthcare Corp Fenwal - Sigma Spectrum - Pump, Infusion

Contract Coverage: Parts: <none> Labor: <none>

Problem: Battery needs to be replaced.

Code / Resolution: Replaced Component / Replaced battery

Type	Description	Qty	Rate	Charge
PARTS STD	35724 SIGMA SPECTRUM STANDARD BATTERY	1	\$74.59	\$74.59
PARTS STD	Shipping Shipping	1	\$27.00	\$27.00

Exhibit 3, Page 24



Total for Service Event #2066988: \$101.59
 Totals for Patient Care Services - : \$101.59

Surgical Services

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
------	-----------	-------------	---------	----------	--------	----

2044768	03/29/2019		Scheduled Maintenance	13929	Custom Ultrasonics - System 83 Plus - Sterilizing System, Washer,	
		Contract Coverage:	Parts: Scheduled Maintenance & Demand Maintenance		Labor: Scheduled Maintenance & Demand Maintenance	
Problem: Scheduled Maintenance due.						
Code / Resolution: SM Complete / SM Complete						

Type	Description	Qty	Rate	Charge
PARTS STD	13017 .1 micron filter	1	\$237.66	\$237.66

Total for Service Event #2044768: \$237.66
 Totals for Surgical Services - : \$237.66

Billing Grand-Total: \$447.56

Renovo Solutions LLC

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

Contract Invoice

Date	Invoice #
5/1/2019	057823 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	05/15/2019 to 06/14/2019	17,594.67
Asset Management Service Contract - Billing Adjustment	02/15/2019 to 05/14/2019	94.22
Total sales tax calculated by AvaTax		0.00
Subtotal		\$17,688.89
Sales Tax (0.0%)		\$0.00
Total		\$17,688.89
Payments/Credits		\$0.00
Balance Due		\$17,688.89

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: August 21, 2019 **CLIENT-MATTER NO.:** 027426-0008

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: Amended Administrative Expense Claim Form 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 Amended Administrative Expense Claim Form 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. |

ADMINISTRATIVE EXPENSE CLAIM FORM

Debtor: Fayette Memorial Hospital Association, Inc., Case No. 18-07762-JJG-11

NOTE: This form should only be used to make a claim for an Administrative Expense arising or accruing from October 10, 2018 through and including April 30, 2019. IT SHOULD NOT BE USED FOR CLAIMS ARISING PRIOR TO OCTOBER 10, 2018.

Name of Creditor (The person or other entity to whom the debtor owes money or property): Renovo Solutions, LLC	<input type="checkbox"/>	Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Name and address where notices should be sent: Proud Usahacharoenporn, Rutan & Tucker LLP, 611 Anton Blvd., Suite 1400, Costa Mesa, CA 92626	<input type="checkbox"/>	Check box if you have never received any notices from the bankruptcy court in this case
Name and address where payment should be sent (if different): Proud Usahacharoenporn, Rutan & Tucker LLP, 611 Anton Blvd., Suite 1400, Costa Mesa, CA 92626	<input checked="" type="checkbox"/>	Check box if the address differs from the address on the envelope sent to you by the court.
Telephone number (714) 338-1885		

Last four digits of account or other number by which creditor identifies debtor: **FRHS-IN-01**

1. Basis for Administrative Claim <input checked="" type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)
--	---

RECEIVED
JUN 11 2019
FMC GROUP

2. Date(s) debt was incurred 01/31/19-4/30/19	3. If court judgment, date obtained:
--	---

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM \$ \$51,136.78

If all or part of your claim is secured, also complete Item 5 below.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Please identify the property of the Debtor that secures the claim. Description of Property: _____ Basis for Perfection: _____ Value of Property: _____	6. Offsets, Credits and Setoffs: <input type="checkbox"/> All Payments made on this claim by the Debtor have been credited and deducted from the amount claimed herein. <input checked="" type="checkbox"/> This claim is not subject to any setoff or counterclaim. <input type="checkbox"/> This claim is subject to setoff or counterclaim as follows:
---	---

7. This Administrative Proof of Claim: <input checked="" type="checkbox"/> is the first filed proof of claim evidencing the claim asserted herein. <input type="checkbox"/> amends/supplements a proof of claim _____ filed on _____ or _____ <input type="checkbox"/> replaces suspends a proof of claim filed on _____.	8. Assignment <input type="checkbox"/> If the claimant has obtained this claim by Assignment, a copy is attached hereto.
---	--

9. Supporting Documentation:
 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.

Date: 6/10/19	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
---------------	--

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.



ADDENDUM TO ADMINISTRATIVE EXPENSE CLAIM

SUBMITTED BY RENOVO SOLUTIONS, LLC

Renovo Solutions, LLC (“Creditor”) submits its Administrative Expense 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, including by providing services during the administrative claim period from 01/31/19 to 4/30/19 (except insofar as excused by Debtor’s nonperformance). To date, Debtor has failed and refused to pay for the goods and services provided from the administrative claim period that are reflected on Creditor’s Invoices Nos. 056050 SVC, 056321 CNT, 056493 SVC, 056718 CNT, 057456 SVC, 057258 CNT, and 057652 SVC to Debtor that are collectively attached hereto as Exhibit 3. The total principal amount currently owed by Debtor to Creditor pursuant to these Invoices from the administrative claims period totals \$51,136.78 (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 Administrative Expense 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



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 888-738-8881.
- (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 J.A.



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 [Signature]



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 rl



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 _____



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

FAYETTE REGIONAL HEALTH SYSTEM

By: Sandy O. Moyford
(Signature)

By: [Signature]
(Signature)

Title: CEO

Title: VICFO

Date: 2-16-15

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

Renovo Solutions LLC

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

Service Invoice

Date	Invoice #
1/31/2019	056050 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
	Net 30

Quantity	Description	Serviced	Service Event	Rate	Amount
	CARDIAC PULMONARY REHABILITATION				
1	Parts	12/31/2018	1980107	175.50	175.50T
1	Shipping	12/31/2018	1980107	27.00	27.00T
	EMERGENCY ROOM				
1	Parts	12/17/2018	1973144	62.66	62.66T
1	Shipping	12/17/2018	1973144	27.00	27.00T
1	Shipping	01/23/2019	2009472	10.86	10.86T
	SURGICAL SERVICES				
1	Parts	01/04/2019	1986634	66.55	66.55T
0.5	Labor	01/31/2019	1987537	150.00	75.00T
	Total sales tax calculated by AvaTax			0.00%	0.00

Subtotal	\$444.57
Sales Tax (0.0%)	\$0.00
Total	\$444.57

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 February 1, 2019 Billing

FINAL REPORT

Cardiac Pulmonary Rehabilitation -

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By																									
1980107	12/31/2018			16427	ScottCare - Innovo - Telemetry System, Transmitter																										
Contract Coverage:		Parts: <none>		Labor: <none>																											
Problem: Leads need to be replaced.																															
Code / Resolution: Replaced Accessory / Replaced lead wires																															
<table border="1"> <thead> <tr> <th>Type</th> <th>Description</th> <th>Qty</th> <th>Rate</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>PARTS STD</td> <td>100233B 3 LEAD CABLE</td> <td>1</td> <td>\$175.50</td> <td>\$175.50</td> </tr> <tr> <td>PARTS STD</td> <td>Shipping Shipping</td> <td>1</td> <td>\$27.00</td> <td>\$27.00</td> </tr> <tr> <td colspan="4" style="text-align: right;">Total for Service Event #1980107:</td> <td>\$202.50</td> </tr> <tr> <td colspan="4" style="text-align: right;">Totals for Cardiac Pulmonary Rehabilitation - :</td> <td>\$202.50</td> </tr> </tbody> </table>							Type	Description	Qty	Rate	Charge	PARTS STD	100233B 3 LEAD CABLE	1	\$175.50	\$175.50	PARTS STD	Shipping Shipping	1	\$27.00	\$27.00	Total for Service Event #1980107:				\$202.50	Totals for Cardiac Pulmonary Rehabilitation - :				\$202.50
Type	Description	Qty	Rate	Charge																											
PARTS STD	100233B 3 LEAD CABLE	1	\$175.50	\$175.50																											
PARTS STD	Shipping Shipping	1	\$27.00	\$27.00																											
Total for Service Event #1980107:				\$202.50																											
Totals for Cardiac Pulmonary Rehabilitation - :				\$202.50																											

Emergency Room -

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By																				
1973144	12/17/2018			14977	3M Health Care - 8300 - Aspirator																					
Contract Coverage:		Parts: Scheduled Maintenance & Demand Maintenance		Labor: Scheduled Maintenance & Demand Maintenance																						
Problem: Charger has been misplaced.																										
Code / Resolution: Replaced Component / Replaced charger																										
<table border="1"> <thead> <tr> <th>Type</th> <th>Description</th> <th>Qty</th> <th>Rate</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>PARTS STD</td> <td>EA-035UM-S2 AC TO DC POWER ADAPTER</td> <td>1</td> <td>\$62.66</td> <td>\$62.66</td> </tr> <tr> <td>PARTS STD</td> <td>Shipping Shipping</td> <td>1</td> <td>\$27.00</td> <td>\$27.00</td> </tr> <tr> <td colspan="4" style="text-align: right;">Total for Service Event #1973144:</td> <td>\$89.66</td> </tr> </tbody> </table>							Type	Description	Qty	Rate	Charge	PARTS STD	EA-035UM-S2 AC TO DC POWER ADAPTER	1	\$62.66	\$62.66	PARTS STD	Shipping Shipping	1	\$27.00	\$27.00	Total for Service Event #1973144:				\$89.66
Type	Description	Qty	Rate	Charge																						
PARTS STD	EA-035UM-S2 AC TO DC POWER ADAPTER	1	\$62.66	\$62.66																						
PARTS STD	Shipping Shipping	1	\$27.00	\$27.00																						
Total for Service Event #1973144:				\$89.66																						
2009472	01/23/2019			14826	Sylvan - Pediascan 100 - Transilluminator																					
Contract Coverage:		Parts: Scheduled Maintenance & Demand Maintenance		Labor: Scheduled Maintenance & Demand Maintenance																						
Problem: Shipping charges for battery replacement on SE# 969692																										
Code / Resolution: Issue Resolved / Added SE to charge for battery replacement shipping.																										
<table border="1"> <thead> <tr> <th>Type</th> <th>Description</th> <th>Qty</th> <th>Rate</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>SHIPPING</td> <td>Shipping Shipping for battery</td> <td>1</td> <td>\$10.86</td> <td>\$10.86</td> </tr> <tr> <td colspan="4" style="text-align: right;">Total for Service Event #2009472:</td> <td>\$10.86</td> </tr> </tbody> </table>							Type	Description	Qty	Rate	Charge	SHIPPING	Shipping Shipping for battery	1	\$10.86	\$10.86	Total for Service Event #2009472:				\$10.86					
Type	Description	Qty	Rate	Charge																						
SHIPPING	Shipping Shipping for battery	1	\$10.86	\$10.86																						
Total for Service Event #2009472:				\$10.86																						



Totals for Emergency Room - : \$100.52

Surgical Services -

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
------	-----------	-------------	---------	----------	--------	----

1986634	01/04/2019			10622	Zoll Medical - M Series - Defibrillator/Pacemakers, External	
Contract Coverage:		Parts: Scheduled Maintenance & Demand Maintenance		Labor: Scheduled Maintenance & Demand Maintenance		
Problem: BATTERY ON CRASH CART SAYS IT NEEDS REPLACED EQUIP DESCR: CRASH CAST IN PACU						
Code / Resolution: Replaced Component / Replaced battery						

Type	Description	Qty	Rate	Charge
PARTS STD	8000-0299-01 1400/2000/1600/1700/ M SERIES/ AED PRO BATTERY (NOT UPGRADEABLE TO SMART BATTERY) FORMERLY 8004-000	1	\$66.55	\$66.55
Total for Service Event #1986634:				\$66.55

1987537	01/31/2019		Scheduled Maintenance	16381	NAI Tech Products, Inc - Dicom CA+ - Radiographic, PACS, Computer Logan Head	
Contract Coverage:		Parts: <none>		Labor: <none>		
Problem: Scheduled Maintenance due.						
Code / Resolution: SM Complete / SM Complete						

Type	Description	Qty	Rate	Charge
LABOR	B - Regular	0.5	\$150.00	\$75.00
Total for Service Event #1987537:				\$75.00

Totals for Surgical Services - : \$141.55

Billing Grand-Total: \$444.57

Exhibit 3, Page 14

Renovo Solutions LLC

4 Executive Circle

Suite 185

Irvine, CA 92614

Phone: 844-473-6686

Contract Invoice

Date	Invoice #
2/28/2019	056321 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 Total sales tax calculated by AvaTax	2/15/2019 to 03/14/2019	16,132.20 0.00

Subtotal	\$16,132.20
Sales Tax (0.0%)	\$0.00
Total	\$16,132.20
Payments/Credits	\$0.00
Balance Due	\$16,132.20

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

Renovo Solutions LLC

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

Service Invoice

Date	Invoice #
2/28/2019	056493 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
	Net 30

Quantity	Description	Serviced	Service Event	Rate	Amount
1	BIOMED	02/06/2019	2024323	10.86	10.86T
1	Shipping	02/06/2019	2024323	10.92	10.92T
1	Shipping				
1	INTENSIVE CARE CENTER	02/07/2019	2023384	62.50	62.50T
	Parts			0.00%	0.00
	Total sales tax calculated by AvaTax				

Subtotal				\$84.28
Sales Tax (0.0%)				\$0.00
Total				\$84.28

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 March 1, 2019 Billing

FINAL REPORT

Biomed -						
SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
2024323	02/06/2019				CC: Biomed	
Contract Coverage:		Parts: <none>		Labor: <none>		
Problem: FedEx Shipping October 2018 and November 2018.						
Code / Resolution: No Action Needed / Completed SE for FedEx Shipping.						
Type	Description	Qty	Rate	Charge		
SHIPPING	FedEx Shipping - Oct 2018 FedEx Shipping	1	\$10.86	\$10.86		
SHIPPING	FedEx Shipping - Nov 2019 FedEx Shipping	1	\$10.92	\$10.92		
				Total for Service Event #2024323:	\$21.78	
				Totals for Biomed - :	\$21.78	

Intensive Care Center -						
SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
2023384	02/07/2019			10822	Zoll Medical - M Series - Defibrillator/Pacemakers, External	
Contract Coverage:		Parts: Scheduled Maintenance & Demand Maintenance		Labor: Scheduled Maintenance & Demand Maintenance		
Problem: Low battery						
Code / Resolution: Replaced Component / Replaced battery and verified proper operation.						
Type	Description	Qty	Rate	Charge		
PARTS STD	AS10720-1 Battery 10V 2.5AH	1	\$62.50	\$62.50		
				Total for Service Event #2023384:	\$62.50	
				Totals for Intensive Care Center - :	\$62.50	
				Billing Grand-Total:	\$84.28	

Renovo Solutions LLC

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

Contract Invoice

Date	Invoice #
3/1/2019	056718 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		Net 30

Description	Invoice Coverage Period	Amount
Asset Management Service Contract Total sales tax calculated by AvaTax	03/15/2019 to 04/14/2019	17,860.65 0.00

Subtotal	\$17,860.65
Sales Tax (0.0%)	\$0.00
Total	\$17,860.65
Payments/Credits	\$0.00
Balance Due	\$17,860.65

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

Renovo Solutions LLC

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

Service Invoice

Date	Invoice #
3/31/2019	057456 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
	Net 30

Quantity	Description	Serviced	Service Event	Rate	Amount
1	BIOMEDICAL ENGINEERING Shipping	03/11/2019	2060135	10.92	10.92T
1	NORTH STAR REHAB Parts	03/19/2019	2061662	152.10	152.10T
1	PATIENT CARE SERVICES Parts	03/05/2019	2041358	74.59	74.59T
	Total sales tax calculated by AvaTax			0.00	0.00

Subtotal	\$237.61
Sales Tax (0.0%)	\$0.00
Total	\$237.61

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 April 1, 2019 Billing

FINAL REPORT

Biomedical Engineering -

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
------	-----------	-------------	---------	----------	--------	----

2060135 03/11/2019 FRHS Contract Renovo Solutions - N/A - Administrative, Biomedical, Misc. Labor

Contract Coverage: Parts: <none> Labor: <none>

Problem: Shipping charges for SE#1876975 for \$10.92

Code / Resolution: No Action Needed / 104332-1876975 \$10.92 FedEx Shipping Fayette Regional

Type	Description	Qty	Rate	Charge
SHIPPING	FedEx Shipping Charges SE#1876975 Shipping Charges \$10.92	1	\$10.92	\$10.92

Total for Service Event #2060135: \$10.92

Totals for Biomedical Engineering - : \$10.92

North Star Rehab -

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
------	-----------	-------------	---------	----------	--------	----

2061662 03/19/2019 12367 Datascope / Maquet - Accutorr - Monitor, NIBP

Contract Coverage: Parts: Scheduled Maintenance & Demand Maintenance Labor: Scheduled Maintenance & Demand Maintenance

Problem: Will not inflate B/P cuff. No temp probe, no O2 probe.

Code / Resolution: Replaced Accessory / Replaced temperature probe and SPO2 cable.

Type	Description	Qty	Rate	Charge
PARTS STD	801-6006-00009-00 Temperature Probe	1	\$152.10	\$152.10

Total for Service Event #2061662: \$152.10

Exhibit 3, Page 20



Totals for North Star Rehab - : \$152.10

Patient Care Services -

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
2041358	03/05/2019			11936	Baxter Healthcare Corp Fenwal - Sigma Spectrum - Pump, Infusion	

Contract Coverage: **Parts:** Scheduled Maintenance & Demand Maintenance
Problem: Red warning comes up about battery not working. EQUIP DESCR: IV pump
Code / Resolution: Replaced Component / Replaced battery and verified proper operation.

Labor: Scheduled Maintenance & Demand Maintenance

Type	Description	Qty	Rate	Charge
PARTS STD	35724 SIGMA SPECTRUM STANDARD BATTERY	1	\$74.59	\$74.59

Total for Service Event #2041358: \$74.59

Totals for Patient Care Services - : \$74.59

Billing Grand-Total: \$237.61

Renovo Solutions LLC

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

Contract Invoice

Date	Invoice #
4/1/2019	057258 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	04/15/2019 to 05/14/2019	16,829.70
Asset Management Service Contract - Billing Adjustment	02/15/2019 to 04/14/2019	-894.44
Asset Management Service Contract - Changes prior to 02/15/2019	01/15/2019 to 02/14/2019	-5.35
Total sales tax calculated by AvaTax		0.00

Subtotal	\$15,929.91
Sales Tax (0.0%)	\$0.00
Total	\$15,929.91
Payments/Credits	\$0.00
Balance Due	\$15,929.91

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

Renovo Solutions LLC

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

Service Invoice

Date	Invoice #
4/30/2019	057652 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
	Net 30

Quantity	Description	Serviced	Service Event	Rate	Amount
1	GERI PSYCH Parts	04/22/2019	2091903	108.31	108.31T
1	PATIENT CARE SERVICES Parts	04/01/2019	2066988	74.59	74.59T
1	Shipping	04/01/2019	2066988	27.00	27.00T
1	SURGICAL SERVICES Parts	03/29/2019	2044768	237.66	237.66T
	Total sales tax calculated by AvaTax			0.00%	0.00

Subtotal	\$447.56
Sales Tax (0.0%)	\$0.00
Total	\$447.56

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 May 1, 2019 Billing

FINAL REPORT

Geriatr Psych -									
SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By			
2091903	04/22/2019			12368	Mindray - Accutorr V - Monitor, Vital Signs				
Contract Coverage:		Parts: Scheduled Maintenance & Demand Maintenance		Labor: Scheduled Maintenance & Demand Maintenance					
Problem: Battery needs replaced.									
Code / Resolution: Replaced Accessory / Replaced battery									
					Type	Description	Qty	Rate	Charge
					PARTS STD	115-018011-00 11.1V 4.4A LI-ION BATTERY	1	\$108.31	\$108.31
Total for Service Event #2091903:								\$108.31	
Totals for Geriatr Psych - :								\$108.31	

Patient Care Services -									
SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By			
2066988	04/01/2019			11932	Baxter Healthcare Corp Fenwal - Sigma Spectrum - Pump, Infusion				
Contract Coverage:		Parts: <none>		Labor: <none>					
Problem: Battery needs to be replaced.									
Code / Resolution: Replaced Component / Replaced battery									
					Type	Description	Qty	Rate	Charge
					PARTS STD	35724 SIGMA SPECTRUM STANDARD BATTERY	1	\$74.59	\$74.59
					PARTS STD	Shipping Shipping	1	\$27.00	\$27.00

Exhibit 3, Page 24



Total for Service Event #2066988: \$101.59

Totals for Patient Care Services - : \$101.59

Surgical Services -

SE #	Completed	Client PO #	Symptom	CE Tag #	Device	By
------	-----------	-------------	---------	----------	--------	----

2044768	03/29/2019		Scheduled Maintenance	13929	Custom Ultrasonics - System 83 Plus - Sterilizing System, Washer,	
Contract Coverage:		Parts: Scheduled Maintenance & Demand Maintenance		Labor: Scheduled Maintenance & Demand Maintenance		
Problem: Scheduled Maintenance due.						
Code / Resolution: SM Complete / SM Complete						

Type	Description	Qty	Rate	Charge
------	-------------	-----	------	--------

PARTS STD	13017 .1 micron filter	1	\$237.66	\$237.66
-----------	------------------------	---	----------	----------

Total for Service Event #2044768: \$237.66

Totals for Surgical Services - : \$237.66

Billing Grand-Total: \$447.56

VIA FEDEX

DATE: June 10, 2019 **CLIENT-MATTER NO.:** 027426-0008

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: Administrative Expense Claim Form 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 Administrative Expense Claim Form 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. |