

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):

Computer Programs Systems, Inc.

☐

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:

Jacobson Hile Kight LLC Attn: C. Jacobson
108 E. 9th Street
Indianapolis IN 46202☐

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):

National Judgment Investment Corp.
700 Lake Drive
Ambler, PA 19002-5084
Attn: Nathan Neuman☒

Check box if the address differs from the address on the envelope sent to you by the court.

Telephone number:

Last four digits of account or other number by which creditor identifies debtor:

1. Basis for Administrative Claim

- ☒ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other

☐

Retiree benefits as defined in 11 U.S.C. § 1114(a)

☐

Wages, salaries, and compensation (fill out below)

Last four digits of your SS #:

Unpaid compensation for services performed

from _____ to _____
(date) (date)

2. Date(s) debt was incurred:

3. If court judgment, date obtained:

4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$186,986.48

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:

☒ All Payments made on this claim by the Debtor have been credited and deducted from the amount claimed herein☒ This claim is not subject to any setoff or counterclaim.☐ This claim is subject to setoff or counterclaim as follows:

7. This Administrative Proof of Claim:

☒ is the first filed proof of claim evidencing the claim asserted herein.☐ amends/supplements a proof of claim _____ filed on _____ or☐ replaces/suspends a proof of claim filed on _____

8. Assignment

☐ 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: July 2, 2019

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):

Christine K. Jacobson, Attorney for Computer Programs Systems, Inc.

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.

RECEIVED

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BMC GROUP

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Debtor: Fayette Memorial Hospital, Inc. dba Fayette Regional Health Systems
Case No: 18-07762-JJG-11; United States Bankruptcy Court, Southern District of Indiana

ATTACHMENT TO ADMINISTRATIVE PROOF OF CLAIM
COMPUTER PROGRAMS & SYSTEMS, INC.

This Administrative Proof of Claim ("Claim") is filed by Computer Programs & Systems, Inc. ("CPSI") with respect to debtor Fayette Memorial Hospital, Inc. dba Fayette Regional Health Systems ("Debtor") in the amount of \$186,986.48, as of July 2, 2019. CPSI's claim arises from services provided to Debtor from and after October 10, 2018 through May 9, 2019, including accrued and unpaid interest. A copy of the Contract by and between Debtor and CPSI and the related invoices are attached hereto collectively as Exhibit A.

Proof of Claim Attachment

<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Due</u>	<u>Interest</u>	
A1811065859	41,182.85	11/06/18	12/06/18	4,224.34	
A1812065859	36,182.85	12/06/18	01/05/19	3,176.16	
A1901065859	40,082.85	01/07/19	02/06/19	2,885.97	
A1902065859	30,182.85	02/05/19	03/07/19	1,741.51	
A1903065859	<u>26,190.50</u>	03/06/19	04/05/19	<u>1,136.60</u>	
	173,821.90			13,164.58	186,986.48

By filing this Claim, CPSI does not waive its rights to seek further relief from the Bankruptcy Court for additional post-petition obligations, including without limitation, interest, attorney fees, additional fees, costs and expenses, advances, assessments and any other amounts which were incurred, accrued or arose after the Petition Date, and which are recoverable, or may be included, by CPSI under the documents relating to its claim (collectively, the "Claim Documents") and/or applicable law (collectively, the "Additional Claim Items").

CPSI reserves the right to supplement or amend this Claim for the purpose of including specific or additional sums as Additional Claim Items, and to state a total amount that is, or would be, owed by Debtor to CPSI as of the effective date of any plan of reorganization or liquidation in this bankruptcy case, the date of any distribution or payment with respect to this claim, or any other appropriate date(s) or to otherwise amend its claim to reflect amounts due and owing.

The claim amount stated on the face of this Claim is intended to be a present, good faith (non-binding) estimate of the amount of that claim, which ultimately may or will require revision to a higher or lower actual amount, as justice requires. CPSI further reserves the right to amend, supplement, and/or modify this Claim (and the documents that accompany or support the same), from time to time as may be necessary or appropriate, to conform to, or to adapt to changes in, facts or law, determinations yet to be made in this case or in other proceedings, or otherwise to further the purpose of filing of this Claim.



Clear direction for healthcare information solutions

1259

Computer Programs & Systems, Inc.

License and Support Agreements

for

FAYETTE MEMORIAL HOSPITAL

MAY 18, 2001

SYSTEM LICENSE AND EQUIPMENT PURCHASE AGREEMENT

Computer Programs & Systems, Inc. an Alabama Corporation hereinafter referred to as "Licensor" has developed and is the owner of certain computer software systems hereinafter referred to as "the system" and INASMUCH AS,

Fayette Memorial Hospital

hereinafter referred to as "Licensee" wishes to obtain a license from Licensor to use the system, and Licensor is willing to make said system available to Licensee, NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and of other good and valuable consideration the parties do mutually agree as follows:

1. Licensor hereby licenses and empowers Licensee subject to the provisions of this Agreement to use a single entity version of the system described in EXHIBIT A on the server (s) described therein, or the replacement server (s) provided for maintenance or upgrade purposes. It is expressly understood and agreed that the use of the system by Licensee on servers other than the ones described therein constitutes a violation of this agreement. Processing for additional entities may be licensed by separate addendum to this agreement. All rights to the system not expressly granted to Licensee by this Agreement are retained by Licensor.

2. FEES AND PRICES. (a) Licensee agrees to pay to Licensor the license fee stated in EXHIBIT A for the use of the system. (b) Licensee agrees to pay Licensor the amount stated in EXHIBIT A for the purchase of the equipment described in EXHIBIT A. Payment for all charges shall be in accordance with the Payment Schedule in EXHIBIT A. Licensee is fully and completely responsible for paying all taxes associated with the purchase of the system. (c) Licensor will convert the data described in EXHIBIT B herein from the Licensee's present system to the new system configuration for a fee of the amount stated in EXHIBIT A. Licensee is responsible for providing Licensor with a printed hard copy of all pertinent information to be converted. (d) Licensee agrees to pay Licensor the amount stated in EXHIBIT A for system installation and training to be paid in accordance with the Payment Schedule in Exhibit A.

3. Licensee understands and agrees that he is being granted a perpetual license to use the system and that amounts paid by it to Licensor pursuant to this Agreement are not intended to and do not fully reimburse Licensor for the full expense of developing the system and Licensee agrees that payment of any amounts pursuant to this Agreement confers upon it a non-exclusive license to use the system subject to Licensor's proprietary rights to the same. Such license does not include the right to reproduce, publish or license any part of the system. Licensor expressly reserves and Licensee expressly consents that the entire right and title to the system is and shall remain in Licensor and Licensor has the exclusive right to protect by copyright or otherwise, to reproduce, publish, sell and distribute the system to any other customer. In the event Licensee should reproduce, publish, license or furnish this system to or for the benefit of any other person, or in the event Licensee should use the system on any servers other than the ones described herein, this license and the rights conferred upon Licensee hereunder shall immediately terminate and Licensee agrees that it will be liable in damages to Licensor for the system or any portion which is reproduced, published, sold, distributed or used by it in violation of this Agreement. Licensee may make copies of the system, provided (i) such copies are solely for archival or backup purposes and (ii) Licensor's copyright or proprietary rights notices are not removed or altered.

4. A service charge in the amount of 1.5% per month will be charged on all amounts due from Licensee to Licensor which are more than thirty (30) days old, including amounts due for the initial fee hereunder, system implementation charges, operator training charges, and all other amounts due pursuant to this agreement, plus charges for support services, system modifications and other matters not provided for by this agreement. Licensor further reserves the right to cancel this agreement and terminate any obligations hereunder by sending written notice to that effect to Licensee at any time when Licensee has one or more invoices past due for a period of more than ninety (90) days.

5. Licensor believes the system being furnished hereunder is accurate and reliable but it is expressly and mutually understood and agreed that amounts paid to Licensor pursuant to this Agreement do not include payment for any assumption of risk by Licensor and Licensor does not hereby accept any

financial or other responsibility for any consequences arising out of the use of the system by Licensee. The provisions of this Paragraph 5 apply not only to the system specifically described herein but also to any further material which may be furnished by Licensor to Licensee pursuant hereto or subsequently hereto.

6. Licensor makes no agreement or commitment, expressed or implied, relative to up-dating the system or providing any hardware or software support services. Any such agreement or commitment must be secured by separate contract between Licensor and Licensee apart herefrom.

7. Licensee understands and specifically agrees that the system is intended for use only with the equipment described in Paragraph 1 and further understands that the system is not necessarily compatible with any equipment other than that described herein. Licensor makes no representation or warranty of any sort that the system will be compatible for use with any equipment other than that described herein.

8. Licensor hereby warrants that the system will perform substantially according to any specifications previously provided in writing by Licensor to Licensee. If no such written specifications have been provided, then Licensor warrants that the system will perform substantially according to the copy thereof which is located at Licensor's offices in Mobile, Alabama, which copy Licensee acknowledges he has had the opportunity to inspect to his satisfaction. This warranty shall terminate thirty (30) days from the date of software installation. Notice of any defect must be provided in writing within thirty (30) days from the date thereof.

9. LICENSOR'S RESPONSIBILITY IN THE EVENT OF A BREACH OF WARRANTY SHALL BE LIMITED TO THE REPLACEMENT OF THE SYSTEM. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES UPON THE BREACH OF ANY OBLIGATION CONTAINED IN OR ARISING OUT OF THIS AGREEMENT.

10. Licensee shall assume the entire responsibility and liability for, and shall indemnify and save harmless Licensor and its employees from and against, any and all loss or injury that any of them may sustain as a result of any third party claims arising out of or in connection with any patient care or related services provided by Licensee or any of its employees, except to the extent that such loss or injury results from the willful misconduct or gross negligence of Licensor or any of its employees. Licensee agrees to assume the defense of any such claims at law or in equity that may be brought against Licensor or any of its employees and to pay the amount of any judgment that may be entered against Licensor or any of its employees or the amount of any reasonable settlement of any such claims.

11. This Agreement, to include Exhibits A and B, the Source Code Escrow Addendum, and the Third Party Software Addendum, sets forth the entire understanding of the parties hereto and supersedes all other oral or written representations except as otherwise provided herein.

12. This agreement shall be construed and enforced under the laws of the State of Alabama.

Fayette Memorial Hospital

5.31.01

Date

David K. Brandon, M.D. President & CEO

By

Title

Computer Programs & Systems, Inc.

6/5/01

Date

David A. Dye Pres. / CEO

By

Title



LICENSE AGREEMENT
EXHIBIT A
SOFTWARE SYSTEM - PHASE I

<u><i>ADT and Patient Accounting Applications</i></u>	<u>PRICE</u>
Census (ADT) Community Patient Index	8,000
Patient Accounting Accounts Receivable Insurance Billing Insurance Logs Accounts Management Collections/Bad Debt Management Executive Information System	20,000
Medicare Electronic Remittance	5,000
Blue Cross Elect Remits Other Electronic Remits \$2500 ea. (ANSI 835 format)	2,500
Automated Registration Doc Sys (ARDS)	3,500
Elect Claims Service Setup	2,500
<u><i>Financial Applications</i></u>	
General Ledger	6,000
Budgeting	4,000
Accounts Payable	4,000
Accounts Payable Electronic Payment	2,500
Payroll/Personnel	6,000
Time and Attendance	8,500
Laser Checks w/Secure Signature	3,500
Payroll Electronic Direct Deposit	2,500
Materials Management	20,000
Electronic Purchase Orders	2,500



LICENSE AGREEMENT

EXHIBIT A

SOFTWARE SYSTEM - PHASE I (CONT.)

Health Information Services Applications

Health Information System	14,350
DRG Grouper & Reporting	
Case Mix Management	
Transcription	
Steadman's Medical Dictionary	
Chart Deficiency & Location	
Abstracting	
JCAHO Indices	
Master Patient Index	7,000
Codefinder IF-3M (Win 95)	3,500
Codefinder IF-3M (APCfinder/Grouper+)	4,000

Clinical Applications

Point-of-Care Nursing Documentation	131,000
64 User Licenses	
Application Training System - Included	
Critical Care Monitor IF - Hewlett-Pac	15,000
Order Entry/Results Reporting	32,500
Laboratory Information System	45,000
Four Bi-Directional Instrument Interfaces	16,000
Two Uni-Directional Instrument Interfaces	5,000
One ASTM Reference Lab Interface	5,000
Radiology Information System	25,000
Respiratory Care	10,000
Physical Therapy	10,000
MICROMEDEX CareNotes-Patient Education	6,000
Note: An annual renewal fee of \$1200 is required.	
Pharmacy	25,000
Formulary Wholesale Cost Update Interface	2,500



LICENSE AGREEMENT

EXHIBIT A

SOFTWARE SYSTEM - PHASE I (CONT.)

Clinical Applications (Cont.)

Pharmacy Clinical Monitoring 5,000

Includes:

Drug to Drug Interaction

Drug to Allergy Checking

Patient Drug Education

Note: Data is supplied quarterly by Medispan.

Annual renewal of \$2500 is required.

Pharm IF - ADM Pyxis Procar (Bi-Dir) 12,000

Quality Improvement 17,500

Quality Assurance

Utilization Review

Risk Management

Infection Control

Physician Credentialing

JCAHO Indicator Measurement System 5,000

Facility Applications

Home Health Information System 25,000

Home Health Administration

Home Health Point of Care

OASIS

Vital Signs

Pertinent History

Physical Assessment

Visit Notes

Enterprise Wide Scheduling 25,000

Hospital/Physician Link - Site License 10,000

Individual Practice Licenses are available.

ChartLink Site License 25,000



LICENSE AGREEMENT

EXHIBIT A

SOFTWARE SYSTEM - PHASE I (CONT.)

Information Management Applications

ClientWare - 300 User License	78,750
Each Additional ClientWare License - \$250	
Database/Ad Hoc Reporting	5,000
Auto-Fax	7,500
Disk Mirroring	10,000
Archival Data Storage	16,000
Document Scanning	4,000
Cash Register Interface (Cafeteria, Gift Shop)	5,000
SOFTWARE TOTAL	708,600



LICENSE AGREEMENT

EXHIBIT A

HARDWARE CONFIGURATION - PHASE I

CPSI Server

Hewlett Packard 700 MHz Server to include:	17,634
Dual 700 MHz Pentium III Xeon Processors	
256 Megabytes of Memory	
18 Gigabytes of Hard Disk Storage	
18 Gigabytes of Mirrored Disk Storage	
Floppy Disk Drive	
Server Console Monitor	239
High Speed Automatic Backup System	3,383
Archival Data Repository (ADR) Storage	1,168
Includes: 9 Gigabyte ADR Disk Drive	
9 Gigabyte ADR Mirrored Drive	
24 Hour Emergency Support	

System Software

UNIX Operating System - 300 User License	16,899
COBOL License	2,000

Communications Equipment

Two Asynchronous Modems (Support/Auto-Fax)	360
Three Eight Port Modem Pooling Devices	4,803

Critical Spare Components

CPSI Server Spares	2,239
Includes:	
Color Monitor and Keyboard	
One Rack Mount Port Server (16 Ports)	
One 9 Gigabyte Disk Drive	



LICENSE AGREEMENT

EXHIBIT A

HARDWARE CONFIGURATION - PERIPHERALS

Application Specific Equipment

Lab Instrument Interface Communication Equipment Configured for 7 Instrument Interfaces	11,459
One Reference Lab Interface PC	2,310
Five Barcode Readers (DP, Med Recs, Materials, Ra	1,200
One Hand Held Data Entry Computer (Materials)	2,093
Time Entry/Employee Communication Stations - Ten PC Based Station with Touch Sensitive Screen and Barcode Readers.	50,420

Estimated Point-of-Care Station quantities follow:

Thirty Five Mobile Nursing Chart Stations Device Mounted on Stand Includes: Touch Screen Color Monitor Full Size Keyboard Bar Code Scanner Uninterruptible Power Supply Radio Frequency Transceiver (Optional Pharmacy Cabinet Available)	201,880
Two Laptop PC Mobile Nursing Chart Stations Device Detachable From Stand Includes: Touch Sensitive Screen Display Bar-Code Scanner Radio Frequency Transceiver Minimal Footprint Floor Stand	7,380
Thirteen Fixed Nursing Chart Stations Includes: 14" Touch Screen Monitor Full Size Keyboard Bar Code Scanner Personal Computer	36,465
Nursing Automation Backup System	3,285
Sixteen Fixed Transceivers (estimated)	20,992



LICENSE AGREEMENT

EXHIBIT A

HARDWARE CONFIGURATION - PERIPHERALS

Application Specific Equipment (Cont.)

Peripherals - Estimated

High Performance Printers - each 1400 LPM Dot Matrix	13,009
Wide Carriage Line Printers - each 610 CPS Dot Matrix	1,720
Standard Carriage Serial Workstation Printers - e 390 CPS Dot Matrix	575
Laser Printers - each 20 PPM Postscript	1,837
Thermal Label Printers - each (X-Ray, Reg., Lab., Pharmacy, Materials, Nursing)	1,047
Workstation Laser Printers - each	514
Document Scanners - each	1,024
Dual Server Cabinet	1,167
Estimation of Connection Hardware Ten 24 Port Patch Panels, 3 Floor Racks, Uninterruptible Power Supply, Surge Protection, Assorted Patch Cables, Wall Plates, etc.	6,749
HARDWARE TOTAL	413,851

Note: Peripheral pricing includes surge protectors.
Printer pricing also includes printer stands and
tractor feeds where appropriate.



LICENSE AGREEMENT
EXHIBIT A
SYSTEM SUMMARY - PHASE I

Software

\$708,600

Census (ADT)
Patient Accounting
Medicare Electronic Remittance
Blue Cross Elect Remits
Automated Registration Doc Sys (ARDS)
Elect Claims Service Setup
General Ledger
Budgeting
Accounts Payable
Accounts Payable Electronic Payment
Payroll/Personnel
Time and Attendance
Laser Checks w/Secure Signature
Payroll Electronic Direct Deposit
Materials Management
Electronic Purchase Orders
Health Information System
Master Patient Index
Codefinder IF-3M (Win 95)
Codefinder IF-3M (APCfinder/Grouper+)
Point-of-Care Nursing Documentation
Critical Care Monitor IF - Hewlett-Pac
Order Entry/Results Reporting
Laboratory Information System
Four Bi-Directional Instrument Interfaces
Two Uni-Directional Instrument Interfaces
One ASTM Reference Lab Interface
Radiology Information System
Respiratory Care
Physical Therapy
MICROMEDEX CareNotes-Patient Education
Pharmacy
Formulary Wholesale Cost Update Interface
Pharmacy Clinical Monitoring
Pharm IF - ADM Pyxis Procar (Bi-Dir)
Quality Improvement
JCAHO Indicator Measurement System
Home Health Information System
Enterprise Wide Scheduling
Hospital/Physician Link - Site License
ChartLink Site License
ClientWare - 300 User License
Database/Ad Hoc Reporting
Auto-Fax
Disk Mirroring
Archival Data Storage
Document Scanning
Cash Register Interface (Cafeteria, Gift Shop)



LICENSE AGREEMENT
EXHIBIT A
SYSTEM SUMMARY - PHASE I

Hardware	\$413,851
Hewlett Packard 700 MHz Server to include: Dual 700 MHz Pentium III Xeon Processors 256 Megabytes of Memory 18 Gigabytes of Hard Disk Storage 18 Gigabytes of Mirrored Disk Storage Floppy Disk Drive Server Console Monitor High Speed Automatic Backup System Archival Data Repository (ADR) Storage UNIX Operating System - 300 User License COBOL License Two Asynchronous Modems (Support/Auto-Fax) Three Eight Port Modem Pooling Devices CPSI Server Spares Lab Instrument Interface Communication Equipment One Reference Lab Interface PC Five Barcode Readers (DP, Med Recs, Materials, Rad.) One Hand Held Data Entry Computer (Materials) Time Entry/Employee Communication Stations - Ten Thirty Five Mobile Nursing Chart Stations Two Laptop PC Mobile Nursing Chart Stations Thirteen Fixed Nursing Chart Stations Nursing Automation Backup System Sixteen Fixed Transceivers (estimated) High Performance Printers - each Wide Carriage Line Printers - each Standard Carriage Serial Workstation Printers - each Laser Printers - each Thermal Label Printers - each Workstation Laser Printers - each Document Scanners - each Dual Server Cabinet Estimation of Connection Hardware	
Conversion	\$19,000
Installation and Training	\$169,600
SYSTEM PRICE	\$1,311,051
Less System Discount	(\$183,070)
TOTAL	\$1,127,981
 Expenses - Fixed Fee	 \$140,000



LICENSE AGREEMENT

EXHIBIT A

PAYMENT SCHEDULE

Payment for all items in Exhibit A as well as any future purchases shall be in accordance with the following schedule:

Agreement/Order Placement Deposit

- At Agreement signing/placement of order – non-refundable scheduling deposit 10%

Hardware

- Upon delivery of hardware to Licensee 90%

Fees: Licenses, Conversion, Installation and Training

- Upon installation of software and commencement of training 40%
- Upon satisfactory completion of monthly accounting cycle or end-of-month operation as applicable for each application 50%



LICENSE AGREEMENT

EXHIBIT B

CONVERSION AND INSTALLATION/TRAINING

CONVERSION

CPSI will be responsible for converting the data listed below from your present system to the CPSI System 2000:

Financial Applications

General Ledger

- Chart of Accounts
- Account Balances (Monthly Activity)
- Balance Sheet Format
- Profit/Loss Statement Formats

Patient Accounting (A/R and Bad Debt)

- Patient Demographic and Guarantor Info
- Outstanding Primary Insurance
- Beginning Balance (as of cut-off date)

Payroll

- Employee Masters
- Year to Date Employee Balances
- Quarter to Date Employee Balances

Master Charge List

- Item Master

Accounts Payable

- Vendor Masters

Business Office Tables

- Department Table
- Room List
- Physician List
- Insurance Company Table
- Service Code Table
- System Operation Tables

Clinical Applications

Order Entry

- Order Formats
- Help Screens
- Item Conversion for Charges
- Standing/Group Orders

Laboratory

- Normal Ranges
- Reflex Criteria
- Calculations
- Report Formats
- Quality Control Definitions

Radiology

- Patient Preparation Information
- Transcription Headers
- Transcription Normals
- Quality Control Definitions
- Mammography Tables and Definitions
- Recall Letters and Notifications

Respiratory Therapy

- ABG Formats
- Transcription Formats
- Transcription Headers



LICENSE AGREEMENT

EXHIBIT B

CONVERSION AND INSTALLATION/TRAINING (CONT.)

Clinical Applications (cont.)

Physical Therapy

- Transcription Headers
- Transcription Formats

Pharmacy

- Vendor Item Conversion and Upload
- Order Definitions
- Calculations

FEE

The fee for the conversion described herein is: Phase I \$ 19,000

INSTALLATION and TRAINING

Installation and training includes educating your personnel in the operation of the hardware and correct use of the software system.

FEE

The fee for installation and training is: Full System \$169,600

EXPENSES

Fixed Fee: Phase I \$140,000

All additional phases to be billed as incurred.



LICENSE AGREEMENT

EXHIBIT C

1. Response Time

Licensors guarantees that the response time for directly connected workstations on the system as configured in Exhibit A, shall not exceed an average of two seconds as measured in designated "peak hours" for a 2 hour period. If this condition is not met, Licensors will add additional equipment and/or software to insure the condition is met, at no cost to the Licensee.

2. Peripheral Configuration

The proposed configurations outlined in Exhibit A are the best available estimate of current Licensee requirements. Licensee may change, add, or delete specific non-required peripheral line items from the quoted hardware configuration. The applicable pricing and discounts will be adjusted accordingly.

3. Enhancements

Licensors shall provide Licensee with the following mutually agreed upon enhancements to the system at no additional cost to Licensee. These enhancements will be available to Licensee no later than the first software release after system installation.

Tickler System

Licensors shall enhance the Accounts Receivable and Insurance Tickler systems to provide the capability to automatically distribute collection accounts to collectors and billers based upon account balance ranges

Insurance Follow-up Reports

Licensors shall provide the capability to sort the Billed-But-Unpaid Insurance Follow-up report by balance.

Transcription Productivity Report

Licensors shall provide a Transcription Productivity report with the following information; Word Count, Line Count, Character Count, and Totals for word count, line count, and character count for each transcriptionist.

4. Installation Date

Licensors will perform the conversion and installation of the initial software and hardware as configured in Exhibits A and B in the first week of October 2001. This delivery and installation commitment is contingent upon Licensors receiving a facsimile copy of this signed agreement by the close of business May 31, 2001.



SOURCE CODE ESCROW ADDENDUM

For as long as Licensor is obligated to provide Licensee with maintenance for the Application Software listed under Exhibit A in this Agreement, Licensor will deposit and maintain with its Escrow Agent a copy of the source code for the current version of such Software. In the event Licensor, (1) voluntarily discontinues providing maintenance for the product to all of its Licensees; or (2) is adjudicated as bankrupt by any court of competent jurisdiction; or (3) a trustee, receiver or similar official is appointed for all or a substantial part of the property of Licensor under federal bankruptcy law or similar state law; or (4) in the event of liquidation of Licensor, its failure to continue its business operations and there is no successor which assumes Licensor's maintenance obligations, then Licensee may obtain a copy of the application source code by sending a written notice via certified mail to the Escrow Agent with a copy to Licensor, also by certified mail.

Such notice shall certify that (1) one of the above events has occurred, (2) provide a basis for such claim, (3) identify this Source Code Escrow Addendum, (4) affirm that Licensee is then currently entitled to receive maintenance for the Software under this Addendum and (5)

acknowledge that Licensee shall use the source code pursuant to the terms and conditions of this Agreement and solely for the maintenance of the Software. To the extent notice is given in accordance with the foregoing and Licensee is not in material failure of any provision of this Agreement, the Escrow Agent shall release the source code to Licensee. As consideration for such escrow service Licensee shall pay Licensor for all costs, fees and charges incurred by Licensor in establishing and maintaining such escrow account, not to exceed \$50 per year. In addition, Licensee shall pay directly to the Escrow Agent the costs of reproducing and shipping the Source Code prior to such reproduction and shipment.

The Escrow Agent for CPSI is: **D. Charles Holtz**
1506 Regions Bank Building
Mobile, AL 36602

Licensor will advise Licensee of any change in the Escrow Agent or in the address of the Escrow Agent.



THIRD - PARTY SOFTWARE

ADDENDUM

ACUCOBOL-85

The CPSI System 2000 software was compiled using an ACUCOBOL-85 Development System and requires software licensed from Acucobol, Inc. in order to run. This software is herein referred to as the ACUCOBOL-85 Runtime System. By signing this agreement the user agrees not to copy and distribute the ACUCOBOL-85 Runtime System and to otherwise respect Acucobol, Inc.'s copyright and trade secret interest in the Runtime System.

REGISTRATION

As part of this Agreement, CPSI will notify Acucobol, Inc. that you are registered as an Acucobol, Inc. licensed end-user.

ADDRESS

Acucobol, Inc.
7950 Silverton Ave, Ste 201
San Diego, CA 92126

AMERICAN MEDICAL ASSOCIATION (AMA)

This product includes CPT codes as applicable, which are provided through licensure from the American Medical Association. License limitations as provided in the AMA End User Agreement Checklist shall apply. This license is granted for non-federal government use of the product.

MICROSOFT

The Licensor will provide an End-User License Agreement ("EULA") for each Microsoft software product licensed in Exhibit A. This EULA grants Licensee the following basic rights and limitations:

Applications Software- Licensee may install and use one copy of the software product, or any prior version for the same operating system, on a single computer.

Storage/Network Use- Licensee may also store or install a copy of the software product on a storage device, such as a network server, used only to install or run the software product on Licensee's other computers over an internal network; however Licensee must acquire and dedicate a license for each separate computer on which the software product is installed or run from the storage device. A license for the software product may not be shared or used concurrently on different computers. See the Microsoft EULA for more details.

DIGI INTERNATIONAL, INC.

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2. Licensee is prohibited from using any version of the integrated software package other than the most current version.
3. Licensee shall not permit any information generated or provided by the integrated CareNotes package to be used in connection with the treatment of patients by any person(s) other than licensed healthcare professionals directly connected with the Licensee as employees or affiliates, and then, only under the supervision of, and reliance upon, the clinical discretion and judgement of a licensed physician. As between the Licensee and Micromedex, the Licensee assumes full responsibility for ensuring the appropriateness of using and relying upon the information in view of all attendant circumstances, indications, and contraindications.
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2. Licensee acknowledges that the VSDK, the Software, BioEngine and the Identix DFR Units contain and embody certain proprietary trade secrets of Identix, and Licensee agrees to not discover source code and/or trade secrets embodied in the source code of the Software of BioEngine or take any action to discover the trade secrets embodied in the Identix DFR Units, in each case subject to applicable law to the contrary (and then, only as strictly provided therein).

GENERAL SUPPORT AGREEMENT

Computer Programs & Systems, Inc. an Alabama Corporation hereinafter referred to as "CPSI" is the owner of certain computer software hereinafter referred to as "the System" and INASMUCH AS,

Fayette Memorial Hospital

hereinafter referred to as "Customer" wishes to obtain general support services and CPSI is willing to make said support services available to customer, NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and of other good and valuable consideration the parties do mutually agree as follows:

1. **Engagement for Support Services:** CPSI agrees to furnish, and the Customer agrees to accept and pay for, system support services and hardware maintenance services as described hereinafter with respect to the software System and Equipment listed on Exhibit A of the System License and Equipment Purchase Agreement attached hereto, or as revised as set forth below, while the Equipment is located at the address agreed to by CPSI, subject to the terms and conditions stated below.

2. **Term of Agreement:** This Agreement shall become effective thirty (30) days after the date the software is installed (hereinafter "Effective Date"), and, unless sooner terminated as hereinafter provided, shall remain in effect for an initial term of five (5) years from such date (hereinafter "Initial Term"). Upon expiration of the Initial Term, this Agreement shall be automatically extended on a year-to-year basis unless thirty (30) days prior to the expiration date of the Initial Term, or any extended term, either party hereto gives written notice to the other party of its intent to terminate this Agreement as of such expiration date. CPSI shall notify Customer of any change of the Basic Services Charge under this Agreement at least thirty (30) days prior to the expiration of the initial term or any extended term.

3. **Services Availability Period:** The Services performed pursuant to this Agreement shall be performed between the hours of 8:00 A.M. and 5:00 P.M. CST, Monday through Friday, except for Holidays (hereinafter referred to as "Standard Support Period"). Emergency service to resolve a condition that causes the central processing unit to be inoperable, or renders a departmental segment of the application software to be inoperable, shall be provided 24 hours per day, seven days per week.

4. **Basic Services-Software:** CPSI shall provide services to Customer as follows: (1) Telephone support to solve operational or technical problems (2) response from Support Personnel within four (4) hours of service request during the Standard Support Period (3) all enhancements to the standard system to include updates to the system dictated by changes in Federal and State regulations or laws that affect the system (4) A modem connection from the Customer's system to a terminal in CPSI's office (5) Correction of any programming error.

5. **Basic Services-Hardware:** (a) CPSI shall provide maintenance as requested by the Customer necessary to keep Customer's Equipment in good operating condition throughout the term of this Agreement. Service Personnel will respond to Customer's need within four (4) hours of service request. Equipment not repaired within forty-eight (48) hours will be replaced with CPSI equipment until Customer's Equipment can be repaired and placed back in service. Replacement parts for the Equipment will be furnished on an exchange basis when installed by CPSI service personnel, and will be equivalent to new parts in performance. Replaced parts shall become the property of CPSI; installed parts shall become the property of the Customer. CPSI is responsible for shipping all replacement equipment to Customer, and Customer is responsible for shipping equipment to be returned to CPSI.

(b) **Basic Services SHALL NOT INCLUDE:** (i) electrical work external to any Equipment; (ii) installation, movement, or maintenance of any equipment not then listed on Exhibit A, as amended from time to time as provided herein; (iii) repair of damage resulting from accident, transportation after delivery, neglect, misuse, acts of God or any causes other than ordinary use by the Customer of the Equipment; (iv) furnishing of supplies, accessories, magnetic media, or any such supplies not authorized by CPSI; (v) making specification changes or performing services connected with relocating any Equipment; (vi) any service rendered necessary or damages caused by service or adjustments performed by anyone other than CPSI authorized service personnel.

6. **Charges:** The Customer agrees to pay CPSI a Basic Services Fee in the amount set forth in EXHIBIT A per month for the Basic Services during the term of this Agreement without deduction or offset. Anything herein to the contrary notwithstanding, the amount set forth in EXHIBIT A will be

increased by CPSI as new Hardware or Software is added. The revised amount will be reflected on the next invoice, and the Customer may obtain a copy of EXHIBIT A as revised upon written request.

7. **Payment:** All charges for service under this Agreement, whether for the Basic Services Charge or for other service charges, shall be due and payable upon receipt by the Customer of CPSI's invoice for such charges. Any such invoices which are not paid in full within thirty (30) days of the invoice date shall bear interest at the rate of one and one-half (1 1/2%) percent per month on the unpaid balance. CPSI reserves the right to cancel this Agreement and terminate any obligations hereunder by sending written notice to that effect to the Customer at any time when Customer has one or more invoices past due for a period of more than ninety (90) days. All amounts paid under this Agreement shall be non-refundable.

8. **Taxes:** Customer shall pay any and all taxes (except Federal and State Income Taxes) assessed by any local, state or federal taxing authority with respect to services rendered pursuant to this Agreement.

9. **Additional Services:** In the event Customer requests CPSI to perform services outside the scope of the Basic Services as defined in this Agreement, the Additional Services shall be furnished at CPSI's option and at its lowest current hourly rates and material charges.

10. **Unauthorized Service:** The Customer agrees that it will not permit persons other than authorized representatives of CPSI to perform or make any maintenance, adjustments, or repairs to the Equipment. Any repairs or damages caused by such unauthorized service shall be the responsibility of the Customer and shall not be covered under this Agreement. All maintenance service will be performed by CPSI employees or CPSI designated hospital employees. The Customer further agrees that all software residing on the UNIX server will be provided by CPSI.

11. **Save Harmless:** Customer shall assume the entire responsibility and liability for, and shall indemnify and save harmless CPSI and its employees from and against, any and all loss or injury that any of them may sustain as a result of any third party claims arising out of or in connection with any patient care or related services provided by Customer or any of its employees, except to the extent that such loss or injury results from the willful misconduct or gross negligence of CPSI or any of its employees. Customer agrees to assume the defense of any such claims at law or in equity that may be brought against CPSI or any of its employees and to pay the amount of any judgment that may be entered against CPSI or any of its employees or the amount of any reasonable settlement of any such claims.

12. **Liability:** CPSI'S LIABILITY FOR FURNISHING SERVICE AND PARTS UNDER THIS AGREEMENT SHALL BE LIMITED TO RESTORING THE EQUIPMENT AND SOFTWARE COVERED BY THIS AGREEMENT TO GOOD OPERATING CONDITION. CPSI SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY THE CUSTOMER AS A RESULT OF THE LOSS OF USE OR FAILURE OF THE EQUIPMENT, OR ANY PART OR COMPONENT THEREOF, TO PERFORM, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR OCCASIONED BY THE FAILURE OF CPSI TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT. IN NO EVENT SHALL CPSI'S LIABILITY EXCEED THE COST OF REPLACEMENT OR REPAIR OF SUCH PARTS AND SOFTWARE.

13. **Delays:** CPSI shall not be liable for any delay or failure to provide the Basic Services or the Additional Services or to perform any other duty or obligation of CPSI hereunder, where such failure resulted from, arose out of, or was caused by, any cause or event beyond the reasonable control of CPSI.

14. **Entire Agreement:** This Agreement, to include Exhibit A, embodies the entire agreement between the parties herein with respect to support services and supersedes all other oral or written agreements.

Fayette Memorial Hospital

David A. Dye, CHE
By

Computer Programs & Systems, Inc.

David A. Dye
By

5.31.01

Date

President & CEO

Title

6/5/01

Date

President & CEO

Title



GENERAL SUPPORT AGREEMENT

EXHIBIT A

1. Basic Services Fees

Monthly:	Full System	Software	\$7,569
		Server/Communications Equipment	\$ 639
		Application Specific Equipment	\$1,414
		Peripherals (Optional)	\$ 419



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Fayette Reg Health System
1941 Virginia Avenue
Attn: Accts Payable

Connersville IN 47331

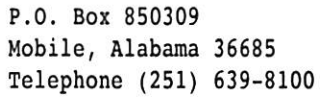
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Fayette Reg Health System
1941 Virginia Avenue
Attn: Accts Payable

Connersville IN 47331

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P.O. Box 850309
Mobile, Alabama 36685
Telephone (251) 639-8100

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Fayette Reg Health System
1941 Virginia Avenue
Attn: Accts Payable

Connersville IN 47331

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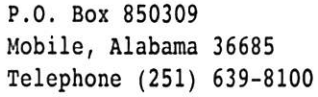
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Fayette Reg Health System
1941 Virginia Avenue
Attn: Accts Payable

Connersville IN 47331

INVOICE NUMBER
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CUSTOMER NUMBER
5859
ORDER NUMBER
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Jacobson
Hile
Kight LLC

Christine K. Jacobson

The Elliott House
108 E. 9th Street
Indianapolis, IN 46202
(317) 608-1132
cjacobson@jhklegal.com
www.jhklegal.com

Via Overnight Messenger

July 2, 2019

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

Re: *In re Fayette Memorial Hospital Association, Inc. dba Fayette Regional Health Systems; Case No. 18-07762-JJG-11; United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division; Administrative Claims on Behalf of TruBridge LLC and Computer Programs & Systems, Inc.*

To Whom It May Concern:

Enclosed please find an original and two (2) copies of administrative claims to be filed in the above-captioned case with respect to each of TruBridge, LLC and Computer Programs & Systems, Inc. These claims are filed pursuant to an Order entered in the above-referenced bankruptcy case and related Notice regarding filing of such claims.

Please return a file-marked, dated copy of the claims in the enclosed self-addressed stamped envelope to my attention. Should you have any questions, please contact me at 317.608.1132 or cjacobson@jhklegal.com. Thank you for your assistance.

Regards,

JACOBSON HILE KIGHT LLC

Enclosures

cc: Wendy Brewer w/enclosures wbrewer@fmdlegal.com (by email only)
Laura M. Brymer w/enclosures lbrymer@fmdlegal.com (by email only)