UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): March 27, 2024

TRUBRIDGE, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	000-49796	74-3032373
(State of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

54 St. Emanuel Street, Mobile, Alabama 36602
(Address of Principal Executive Offices, including Zip Code)

(251) 639-8100
(Registrant's telephone number, including area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $.001 per share	TBRG	The NASDAQ Stock Market LLC

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On March 27, 2024, TruBridge, Inc. (the "Company") appointed Vita MacIntyre to serve as the Controller of the Company. In this capacity, Ms. MacIntyre will serve as the Company's principal accounting officer. Prior to joining the Company, Ms. MacIntyre served as the Assistant Corporate Controller of Diversey, Inc., a provider of hygiene, infection prevention and cleaning solutions, from August 2018 to March 2024. She served as the Global Controller of Curvature, Inc. (f/k/a SMS Systems Maintenance Services, Inc.), an information technology support, products and services provider ("Curvature"), from September 2011 to April 2018, and Director of Accounting of Curvature from May 2011 to September 2011. Prior to this, she held various accounting-related positions at Albemarle-Lithium (f/k/a Chemetall Foote Corp.) and RSM US LLP.

There is no written employment agreement between Ms. MacIntyre and the Company. Her annual base salary is $235,000 and she is eligible to receive discretionary bonuses and to participate in the Company's Amended and Restated 2019 Incentive Plan, as well as the Company's regular benefit plans and programs. In connection with Ms. MacIntyre's appointment as Controller, she entered into a Cash Retention Agreement, dated as of March 27, 2024 (the "Retention Agreement"), providing for a one-time sign-on cash bonus of $40,000, which will be payable within thirty (30) days of her start date. If Ms. MacIntyre's employment with the Company terminates within eighteen (18) months of her start date due to a reason other than death, disability, or termination by the Company without "Cause" (as defined in the Retention Agreement), the cash bonus will be subject to repayment by Ms. MacIntyre in an amount based on the number of months that she was employed with the Company.

Except for the Retention Agreement, there are no arrangements or understandings between Ms. MacIntyre and any other persons pursuant to which she was appointed as the Company's Controller and principal accounting officer. There is no family relationship existing between Ms. MacIntyre and any executive officer or director of the Company, and there are no related party transactions between the Company and Ms. MacIntyre that would require disclosure under Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended.

The foregoing summary of the Retention Agreement does not purport to be complete and is qualified in its entirety by reference to such agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

The following exhibits are filed herewith:

Exhibit Number	Description
10.1	Cash Retention Agreement, dated March 27, 2024, between TruBridge, Inc. and Vita MacIntyre
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TRUBRIDGE, INC.

Date: April 1, 2024

By: /s/ Christopher L. Fowler
Christopher L. Fowler
President and Chief Executive Officer

Exhibit 10.1

CASH RETENTION AGREEMENT

This **CASH RETENTION AGREEMENT** (this "Agreement"), is made and entered into as of March 27, 2024, by and between Vita MacIntyre, a resident of the State of North Carolina (the "Employee"), and TruBridge, Inc., a Delaware corporation ("TruBridge").

WHEREAS, the continued services of the Employee are critical to TruBridge's business strategy; and

WHEREAS, in order to incentivize the Employee to remain employed by TruBridge for at least eighteen (18) months following the date that the Employee's employment with TruBridge commences (the "Commencement Date"), TruBridge desires to enter into this Agreement and provide for a cash retention bonus to be paid to the Employee, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the respective covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree to the following:

1. Definitions. In addition to defined terms included elsewhere in this Agreement, the following capitalized terms when used herein shall have the meaning specified:

(a) "Cause" shall mean the Employee's: (i) willful failure to perform substantially their duties (other than any such failure resulting from incapacity due to Disability); (ii) commission of, or indictment for, a felony or any crime involving fraud or embezzlement or dishonesty or conviction of, or plea of guilty or nolo contendere to a crime or misdemeanor (other than a traffic violation) punishable by imprisonment under federal, state or local law; (iii) engagement in an act of fraud or other act of willful dishonesty or misconduct, towards TruBridge or any member thereof, or detrimental to TruBridge or any member thereof, or in the performance of the Employee's duties; (iv) negligence in the performance of employment duties in TruBridge's reasonable judgment; (v) violation of a federal or state securities law or regulation; (vi) the use of a controlled substance without a prescription or the use of alcohol which, while performing services on behalf of TruBridge or any member thereof, in each case, significantly impairs the Employee's ability to carry out his duties and responsibilities; (vii) material violation of the policies and procedures of TruBridge or any member of thereof applicable to the Employee; (viii) embezzlement and/or misappropriation of property of TruBridge or any member thereof; or (ix) conduct involving any immoral acts which is reasonably likely to impair the reputation of TruBridge or any member thereof.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(c) "Disability" shall mean the permanent and total disability of the Employee as determined for purposes of TruBridge's long-term disability plan in which the Employee participates (or in which the Employee is eligible to participate) at the time the determination is to be made.

(d) "Termination Date" shall mean the date on which the Employee's employment with TruBridge terminates for any reason. Subject to the foregoing, the determination as to whether the Employee has had a termination of employment (or separation from service) shall be made in accordance with the provisions of Section 409A of the Code and the guidance issued thereunder without application of any alternative levels of reductions of bona fide services permitted thereunder.

2. Award of Retention Bonus. Subject to the terms and conditions set forth herein, the Employee shall be entitled to receive a cash payment of forty-thousand dollars $40,000 (the "Retention Bonus"), which shall be paid within thirty (30) days of the Commencement Date.

3. Repayment of Retention Bonus. In the event that the Termination Date occurs prior to the eighteen-month anniversary of the Commencement Date due to any reason other than (i) a termination by TruBridge without Cause or (ii) by the Employee's death or Disability, then the Employee shall be required to repay to TruBridge an amount equal to two-thousand, two-hundred and twenty-two dollars ($2,222) multiplied by the number of months that is the difference between eighteen (18) months and the number of full months that the Employee was employed by TruBridge.

4. Tax Withholding. Payment of the Retention Bonus hereunder shall be subject to all applicable income and employment taxes and any other amounts that are required by law to be withheld or deducted therefrom.

5. Unfunded Arrangement. The Retention Bonus hereunder shall not be deemed to create a trust or other funded arrangement. The Employee's rights with respect to the Retention Bonus shall be those of a general unsecured creditor of TruBridge, and under no circumstances shall the Employee have any other interest in any assets of any member of TruBridge by virtue of the award of the Retention Bonus.

6. No Right to Continued Employment. The Employee acknowledges and agrees that the Employee's employment with TruBridge is and shall remain "at-will" and the Employee's employment by TruBridge may be terminated at any time and for any reason (or no reason) by the Employee or TruBridge, with or without notice. Nothing in this Agreement shall confer upon the Employee any right to continued employment with TruBridge or any member thereof (or their respective successors) or to interfere in any way with the right of TruBridge or any member thereof (or their respective successors) to terminate the Employee's employment at any time.

7. Other Benefits. The Retention Bonus is a special incentive payment to the Employee and shall not be considered in computing the amount of salary or compensation for purposes of determining any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive pension, retirement, insurance or other TruBridge employee benefit plan, unless such plan or agreement expressly provides otherwise. The Retention Bonus is an additional incentive payment to the Employee and neither this Agreement nor payment of the Retention Bonus shall supersede or replace any other benefits or payments to which the Employee is or may become entitled under any other benefit plan, program, policy or arrangement of TruBridge or any of its affiliates.

8. Section 409A Compliance. It is intended that any amounts payable under this Agreement shall either be exempt from or comply with Section 409A of the Code. The provisions of this Agreement shall be construed and interpreted in accordance with Section 409A of the Code. Notwithstanding any other provision of this Agreement to the contrary, if any payment hereunder is subject to Section 409A of the Code, and if such payment is to be paid on account of the Employee's termination of employment (or other separation from service) and if the Participant is a specified employee (within the meaning of Section 409A(a)(2)(B) of the Code) and if any such payment is required to be made prior to the first day of the seventh month following the Employee's separation from service or termination of employment, such payment shall be delayed until the first day of the seventh month following the Employee's termination of employment or separation from service (or, if earlier, upon his death). In no event shall TruBridge or any other member of TruBridge be liable for any additional tax, interest, or penalties that may be imposed on the Employee as a result of Section 409A of the Code.

9. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the parties shall be governed by and construed in accordance the laws of the state of Alabama without giving effect to any choice of law or conflict of law rules or provisions. The exclusive and sole venue for any action brought to enforce or interpret this Agreement shall be the state and federal courts situated in Mobile County, Alabama and TruBridge and the Employee each consent to the exercise of personal and subject-matter jurisdiction by such courts.

10. Severability. The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by applicable law.

11. Assignment; Successors. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Employee, TruBridge and the other members of TruBridge and their respective heirs, successors and assigns. The Employee may not assign his or her rights or delegate his duties or obligations hereunder without the prior written consent of TruBridge. TruBridge or any other member of TruBridge may assign its rights and obligations hereunder, without the consent of, or notice to, the Employee.

12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement by the Employee and TruBridge with respect to the subject matter hereof and supersedes any and all prior agreements or understandings between the Employee and TruBridge with respect to the subject matter hereof, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by the Employee and TruBridge.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY:

TRUBRIDGE, INC.

By: /s/ Kevin Plessner
Name: Kevin Plessner
Title: General Counsel

EMPLOYEE:

/s/ Vita MacIntyre
VITA MACINTYRE