

**Fill in this information to identify the case:**

Debtor 1 Curae Health, Inc., et. al.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 3:18-BK-05665

**FILED**

DEC 27 2018

U.S. BANKRUPTCY COURT  
MIDDLE DISTRICT OF TN**Official Form 410****Proof of Claim**

04/16

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

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

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

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

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Gifted Nurses, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>Darryl T. Landwehr</u> Name <u>1010 Common Street, Suite 1710</u> Number Street <u>New Orleans</u> <u>LA</u> <u>70112</u> City State ZIP Code  Contact phone <u>504-561-8086</u> Contact email <u>dtlandwehr@cox.net</u>	<b>Where should payments to the creditor be sent? (if different)</b>  <u>Mr. Sean Mallen</u> Name <u>2748 Metairie Lawn Drive</u> Number Street <u>Metairie</u> <u>LA</u> <u>70002</u> City State ZIP Code  Contact phone <u>504-831-2123</u> Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 130,564.30. Does this amount include interest or other charges?  
☐ No  
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Nurse staffing services provided under contract

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

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

☐ No

☐ Yes. Check one:

Amount entitled to priority

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

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

**Part 3: Sign Below**

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

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

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

Check the appropriate box:

☒ I am the creditor.

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

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

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

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

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

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

Executed on date

12/19/2018  
MM / DD / YYYY

Signature

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

Name Sean Mallen  
First name Middle name Last name

Title Chief Financial Officer

Company Gifted Nurses, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2748 Metairie Lawn Drive  
Number Street  
Metairie LA 70002  
City State ZIP Code

Contact phone 504-831-2123 Email

**ATTACHMENT #1 TO PROOF OF CLAIM OF GIFTED  
NURSES, LLC D/B/A GIFTED HEALTHCARE**

The claim of Gifted Nurses, LLC d/b/a Gifted Healthcare (hereinafter referred to as "Gifted") arises out of the providing of staffing services, by healthcare professionals, to the debtor. As of the date of the filing of the debtor's Voluntary Petition under Chapter 11 of the U. S. Bankruptcy Code, there was due, unpaid and outstanding by the debtor to Gifted the sum of \$125,138.67, plus interest at the rate of 0.5 % per week as of the petition date (i.e., August 24, 2018) of \$5,425.63, for staffing services provided thereto, as reflected in the following invoices, to-wit:

<u>Date</u>	<u>Number</u>	<u>Due Date</u>	<u>Amount</u>	<u>Aging</u>	<u>Weeks</u>	<u>Interest</u>	<u>Balance due</u>
03/22/2018	88903	04/06/2018	5,720.00	255	20	572.00	6,292.00
04/06/2018	89930	04/21/2018	2,405.00	240	17	204.43	2,609.43
04/06/2018	89931	05/06/2018	416.00	225	17	35.36	452.36
04/11/2018	90037	04/26/2018	5,232.50	235	17	444.76	5677.26
04/11/2018	90038	05/11/2018	768.00	220	17	65.28	833.28
04/17/2018	90424	05/02/2018	5,208.13	229	16	416.65	5,624.78
04/24/2018	90780	05/09/2018	4,826.25	222	15	361.97	5,188.22
05/01/2018	91174	05/16/2018	6,045.00	215	14	423.15	6,468.15
05/09/2018	91542	05/24/2018	4,745.00	207	13	308.43	5,053.43
05/15/2018	91944	05/20/2018	7,288.13	211	12	437.29	7,725.42
05/23/2018	92345	06/07/2018	6,207.50	193	11	341.41	6,548.91
05/31/2018	92767	06/15/2018	6,305.00	185	10	315.25	6,620.25
06/05/2018	93068	06/20/2018	7,068.75	180	9	318.09	7,386.84
06/13/2018	93521	06/28/2018	4,866.88	172	8	194.68	5,061.56
06/19/2018	93922	07/04/2018	7,020.00	166	7	2 45.70	7,265.70
06/27/2018	94349	07/12/2018	9,124.38	158	6	273.73	9,398.11
07/03/2018	94725	07/18/2018	8,173.75	152	5	204.34	8,378.09
07/11/2018	95137	07/26/2018	4,696.25	144	4	93.93	4,790.18

07/17/2018	95472	08/01/2018	6,670.64	138	3	100.06	6,770.70
07/24/2018	95896	08/08/2018	3,916.25	131	2	39.16	3,955.41
07/27/2018	96172	08/26/2018	112.00	113	1	.56	112.56
07/31/2018	96319	08/15/2018	4,680.00	124	1	23.40	4,703.40
08/01/2018	96387	08/31/2018	1,200.00	108	1	6.00	1,206.00
08/07/2018	96717	08/22/2018	5,858.13	117	0	0	5,858.13
08/15/2018	97084	08/30/2018	4,233.13	109	0	0	4,233.13
08/22/2018	97558	09/21/2018	768.00	87	0	0	768.00
08/22/2018	97561	09/21/2018	<u>1,584.00</u>	87	0	<u>0</u>	<u>1,584.00</u>
Total:			\$125,138.67			\$5,425.63	\$130,564.30

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The documents evidencing or otherwise giving rise to the obligations and indebtedness of the debtor to Gifted are enumerated as follows:

1. Staffing Agreement by and between Northwest Mississippi Medical Center, as client, and Gifted, as provider, a copy of which is attached hereto and marked as Exhibit "1".

2. Invoice number 88903, attached hereto and marked as Exhibit "2".

3. Invoice number 89930, attached hereto and marked as Exhibit "3".

4. Invoice number 89931, attached hereto and marked as Exhibit "4".

5. Invoice number 90037, attached hereto and marked as Exhibit "5".

6. Invoice number 90038, attached hereto and marked as Exhibit "6".

7. Invoice number 90424, attached hereto and marked as Exhibit "7".

8. Invoice number 90780, attached hereto and marked as Exhibit "8".

9. Invoice number 91174, attached hereto and marked as Exhibit "9".

10. Invoice number 91542, attached hereto and marked as Exhibit "10".

11. Invoice number 91944, attached hereto and marked as Exhibit "11".
12. Invoice number 92345, attached hereto and marked as Exhibit "12".
13. Invoice number 92767, attached hereto and marked as Exhibit "13".
14. Invoice number 93068, attached hereto and marked as Exhibit "14".
15. Invoice number 93521, attached hereto and marked as Exhibit "15".
16. Invoice number 93922, attached hereto and marked as Exhibit "16".
17. Invoice number 94349, attached hereto and marked as Exhibit "17".
18. Invoice number 94725, attached hereto and marked as Exhibit "18".
19. Invoice number 95137, attached hereto and marked as Exhibit "19".
20. Invoice number 95472, attached hereto and marked as Exhibit "20".
21. Invoice number 95896, attached hereto and marked as Exhibit "21".
22. Invoice number 96172, attached hereto and marked as Exhibit "22".
23. Invoice number 96319, attached hereto and marked as Exhibit "23".
24. Invoice number 96387, attached hereto and marked as Exhibit "24".
25. Invoice number 96717, attached hereto and marked as Exhibit "25".
26. Invoice number 97084, attached hereto and marked as Exhibit "26".
27. Invoice number 97558, attached hereto and marked as Exhibit "27".
28. Invoice number 97561, attached hereto and marked as Exhibit "28".

**ATTACHMENT #2 TO PROOF OF CLAIM OF GIFTED  
NURSES, LLC D/B/A GIFTED HEALTHCARE**

In filing this claim, Gifted Nurses, LLC d/b/a Gifted Healthcare ("Gifted") reserves all rights of action and claims it has or may have against any other person or entity, including "without limitation", rights against guarantors or directors of the debtor.

Notwithstanding the filing of this claim or any appearance or pleading in the debtor's bankruptcy case, Gifted reserves the following rights: (a) the right of Gifted to have final orders in non-core matters entered only after *de novo* review by a U. S. District Court; (b) the right of Gifted to trial by jury in any proceeding (if appropriate) in this case, or in any case or controversy or related proceeding; and (c) the right of Gifted to have the reference withdrawn by the U. S. District Court in any matter subject to mandatory or discretionary withdrawal. Moreover, in filing this claim, Gifted does not consent to the jurisdiction of the U. S. Bankruptcy Court.

All notices and requests to the claimant should be sent to:

Mr. Sean Mallen  
Chief Financial Officer  
Gifted Nurses, LLC d/b/a Gifted Healthcare  
2748 Metairie Lawn Drive  
Metairie, La 70002; and

Darryl T. Landwehr  
Landwehr Law Firm  
1010 Common Street, Suite 1710  
New Orleans, LA 70112.

**ATTACHMENT #3 TO PROOF OF CLAIM OF GIFTED  
NURSES, LLC D/B/A GIFTED HEALTHCARE**

Gifted Nurses, LLC d/b/a Gifted Healthcare (hereinafter "Gifted") reserves the right to amend this Proof of Claim in any manner.

By filing this Proof of Claim, Gifted is giving express notice to the debtor, the trustee, all creditors and all parties-in-interest in this proceeding of the reservation of its right to amend this Proof of Claim at any point in time in the future to assert or include additional amounts owed by the debtor thereto for additional staffing services that are not otherwise reflected in the invoices attached as Exhibits 2 through 28 to Attachment 1.



## STAFFING AGREEMENT

This Staffing Agreement ("Agreement") is made and entered by and between Northwest Mississippi Medical Center ("Client"), and Gifted Nurses, LLC d/b/a Gifted Healthcare effective this 26<sup>th</sup> day of November, 2017.

Gifted Nurses is engaged in the business of providing supplemental staffing services and desires to enter into this Agreement with Client to purchase these services.

Gifted Nurses shall assign qualified Healthcare Professionals ("HCP") to Client to provide clinical and/or professional services on either a temporary basis through per diem, local contract, travel, interim and/or direct hire assignments. Therefore, in consideration of the mutual considerations and agreements set forth in this Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged, Client and Gifted Nurses agree as follows:

### Section 1

#### Term of Agreement:

This Agreement commences on the effective date and remains in full force and effect for a period of two years.

### Section 2

#### Staffing Services:

- A. Gifted Nurses shall provide qualified HCP to Client upon their request to provide professional services under Client's direction to its patients. Gifted Nurses shall screen HCP to determine their qualifications and competence prior to assigning HCP to Client. Upon assignment of an HCP to Client, if applicable, Client and Gifted Nurses shall execute an Assignment Addendum to this Agreement. The Assignment Addendum shall include the name of the HCP, as well as the HCP's schedule (dates, and if applicable, times). Qualified HCP by Gifted Nurses shall have, at all relevant times, all necessary licenses and certifications to provide professional services. Screening by Gifted Nurses shall include, but is not limited to, obtaining all pertinent information concerning past employment, verification of licensure and certification(s), professional skills assessment, current clinical references and legal qualifications to work in the United States. Each Gifted Nurses HCP shall submit to a drug/alcohol toxicology test,

Client Initials

criminal background screening, immunization screening and appropriate competency testing as applicable. Qualified HCP referred to Client will have clinical experience in their relevant specialty area or be judged competent by Client and Gifted Nurses.

- B. All HCP assigned by Gifted Nurses to Client shall be employees of Gifted Nurses except HCP placed as direct hire. Gifted Nurses shall be solely responsible for satisfying all state and federal wage and hour requirements and will provide malpractice, worker's compensation and unemployment insurance for each qualified HCP.
- C. Gifted Nurses will reassign or dismiss any HCP, upon proper documentation from Client, of unsatisfactory performance or conduct. Prior to any removal of a HCP, Gifted Nurses will have the right to first counsel and provide an opportunity for the HCP to correct any deficiencies if, in its reasonable discretion, there is no risk of patient endangerment. If the HCP fails to rectify any deficiencies or still fails to meet Client or Gifted Nurses' standards, Client or Gifted Nurses may terminate the HCP assignment. Gifted Nurses shall have no liability to Client if following commencement of providing services Gifted Nurses' HCP is determined by Client not to meet its requirements and Client shall not be relieved of any obligation of payments to Gifted Nurses for services provided up to the time they are terminated.
- D. Gifted Nurses shall work in conjunction with Client and be available during JCAHO and state Surveys.

### Section 3

#### **Acceptance of Services, Fees, Invoicing and Payment:**

- A. Fees for HCP services are set forth in the agreed upon fee schedule attached as Exhibits A", "B", "C" or "D", and are subject to change. Fees may be modified during the term of this Agreement with the mutual written approval of both parties with at least a thirty (30) day notice. Weekend fees begin at 7:00 p.m. on Friday and end at 7:00 a.m. on Monday, when applicable.
- B. Overtime is considered after forty (40) hours per week and shall be billed and paid at time and one-half the rate agreed upon in the Client Fee Schedule. Gifted Nurses service week is Sunday through Saturday. The overtime rate will also apply, when required by a government contract or applicable law or regulation, for work in excess of eight (8) hours in any one-day. In jurisdictions in which other overtime or double time obligations are imposed by statute or regulation, Gifted Nurses will bill Customer at the applicable bill rate for overtime.
- C. Holidays are paid at time and one-half the rate agreed upon on the Client Fee Schedule. Gifted Nurses designated holidays are as follows: New Year's Day, Mardi Gras (if applicable), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The designated holiday period applies to work beginning at 7:00 p.m. on the eve of the holiday until 11:00 p.m. the night of the designated holiday.

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- D. Client's manager or designee shall review for approval the timesheet or Client's required time and attendance system of Gifted Nurses HCP. Client's approval of such timesheet shall be evidenced by its signature and approval shall constitute acceptance of the work performed by Gifted Nurses HCP and Client's agreement to pay Gifted Nurses according to the terms of the Staffing Agreement.
- E. Gifted Nurses shall invoice Client weekly according to the Client Fee Schedule. Client agrees to pay Gifted Nurses within fifteen (15) days of the date of invoice. Any payment of a non-disputed invoice not made within terms is considered delinquent and shall be assessed the lesser of 0.5 % or the maximum amount allowed by law interest per week.

Client Initials \_\_\_\_\_

- F. In the event of termination of this Agreement, Client will pay Gifted Nurses promptly for services performed up to the time of termination.

Billing Contact: Name Toby Bulter  
 Title A/P Clerk  
 Address 1970 Hospital Drive  
 City, State, Zip Clarksdale, MS 38614  
 Phone Number 662. 624. 3410

## Invoice Preference (choose one):

☐ E-Mail E-Mail Address \_\_\_\_\_  
☐ Fax Fax Number \_\_\_\_\_  
☒ Mail Address as Above  
 \_\_\_\_\_  
 Attn. To: \_\_\_\_\_

Client Initials SS

Section 4**Insurance:**

Gifted Nurses shall maintain and provide evidence of the following upon request:

- A. Workers' Compensation insurance covering Gifted Nurses and its HCP with maximum statutory limits for and with respect to its HCP.
- B. General liability insurance covering Gifted Nurses and its HCP with minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- C. Professional malpractice insurance covering Gifted Nurses and its HCP with minimum limits of liability shall be \$1,000,000 per incident and \$3,000,000 annual aggregate. In the event such coverage is through a "claims made" policy and is cancelled, replaced or non-renewed, Gifted Nurses shall obtain and maintain an extended reporting endorsement covering occurrences during the effective period of this Staffing Agreement.
- D. Unemployment Insurance as required by law for all Gifted Nurses HCP.

Section 5**Compliance:**

- A. Gifted Nurses and Client agree there shall be no discrimination on the basis of race, religion, color, creed, sex, national origin, or handicap in the assignment of qualified HCP members. Gifted Nurses will comply with Title VI of the Civil Rights Act of 1964 or any of its amendments, and the Americans with Disability Act.
- B. During the term of this agreement and for a period of four (4) years thereafter, Gifted Nurses shall make available, upon written request to the Secretary of the United States Department of Health and Human Services or the United States Attorney General or any of their duly authorized representatives, this Staffing Agreement, and such books, documents, and records of Gifted Nurses relating to its services provided hereunder which are necessary to verify the nature and extent of costs incurred in connection with Gifted Nurses' services under the Staffing Agreement.
- C. Gifted Nurses agrees to comply with OSHA regulations concerning "Occupational Exposure to Bloodborne Pathogens" by providing training to all Gifted Nurses HCP. All HCP are required to follow Client's "Exposure Control Plan." Client agrees to provide site specific training during Client orientation.

Client Initials



- D. Client agrees to notify Gifted Nurses immediately upon becoming aware of any reported exposure, injury or incident involving a Gifted Nurses HCP and provide a written confidential report.
- E. The parties acknowledge that they are "Covered Entities" as defined in the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. part 160 and part 164, subparts A and E, promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and hereby agree to comply with all applicable state and federal laws and regulations, including without limitation, requirements of the HIPAA rules governing privacy and security of individually identifiable health information and the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2).
- F. In the event of sentinel events, incidents, and/or injuries involving Gifted Nurses HCP, Client is asked to follow its hospital/facility specific procedures as it would with its own staff as it relates to the handling of HCP. In addition, Gifted Nurses asks that Client report these events to the Clinical Director and complete any documentation as requested. Gifted Nurses' management is available to you 24/7 by calling our toll free number 1.888.566.8773, 504.831.2123, 985.809.0119 or 800-371-2900.
- G. Excluded Provider Representation and Warranty. Gifted Nurses represents and warrants that it has not, nor have any of its employees, agents, contractors, or other persons working for Client, i) been excluded, debarred or otherwise made ineligible to participate in any Federal healthcare programs as defined in 42 USC 1320a-7b (f) (the "Federal healthcare programs"), ii) been convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal healthcare programs; and iii) is not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the term of the Agreement and Gifted Nurses shall immediately notify Client of any change in the status of the representation and warranty set forth in this section. If Gifted Nurses becomes excluded from Federal program participation, this Agreement may be terminated immediately by Client for cause. If Gifted Nurses becomes aware that an individual working for Gifted Nurses becomes excluded, Gifted Nurses shall remove such individual immediately from performing any work for or at Client. If Gifted Nurses fails to remove such individual, this Agreement may be terminated immediately by Client for cause. Gifted Nurses shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Facility and the service, including without limitation, those requirements imposed by The Joint Commission, the Medicare/Medicaid conditions of participation and any amendment thereto.

Section 6**Term and Termination:****A. Term**

The term of this Agreement shall commence on the date set forth above and shall continue for a period of two years.

**B. Termination for Cause:**

This Agreement may be terminated by either party upon the default by the other party of any term, covenant, or condition of the Agreement, where such default continues for a period of fifteen (15) days after the defaulting party receives written notice thereof from the other party specifying the existence of such default, provided that the defaulting party has failed to rectify such event to the reasonable satisfaction of the other party.

**C. Gifted Nurses reserves the right, however, to terminate this Agreement immediately in the event of nonpayment of approved invoices for services rendered. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.****D. Termination without Cause:**

The Staffing Agreement may be terminated at any time pursuant to the mutual written agreement of both parties. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination. In addition, either party may terminate this agreement at any time upon giving the other party thirty (30) days written notice, provided, however, that in the event that an Assignment Addendum is in effect, Subparagraph F. of this Section 6 shall apply.

**E. Force Majeure:**

No party shall be liable for any failure or delay in the performance under this Agreement (other than for delay in the payment of money due payable hereunder) to the extent said failures or delays are caused by any act of God, hurricane, riot, war, civil unrest, flood, earthquake, or mandatory evacuation.

**F. Notwithstanding any termination of this Staffing Agreement, any placements by Gifted Nurses with Client for a local, travel or interim contract assignments prior to the scheduled termination date of such assignment (as reflected on the Assignment Addendum for such HCP) shall continue for the full term of the original contract assignment reflected on the Assignment Addendum and Gifted Nurses shall be entitled to compensation for the services. Gifted Nurses shall also be entitled to payment for any outstanding receivables.**Client Initials 

### Section 7

#### **Indemnification**

To the extent permitted by Louisiana law and to the extent not covered by liability insurance carried by the parties, each party shall be solely responsible for its own claims, liabilities, damages, injuries, suits, demands, and expenses of all kinds (including, without limitation, attorneys' fees and court costs), that may result or arise from tortious criminal, or discriminatory conduct by such party, or by any member, partner, employee, representative, agent, or contractor of such party, and such party shall defend, indemnify, and hold harmless the other party and any members, partners, employees, agents, representatives, and contractors of the other party from and against such losses or damages. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of such claim and to cause their insurers to do likewise. Both parties agree to cooperate in all litigation matters affecting the other to the extent neither party does not have a conflict of interest.

### Section 8

#### **Survival:**

Except as specifically provided otherwise in the Agreement, the provisions of Sections 6 (B) and (F), 7, 9, 10, and 11 shall survive the termination of this Agreement.

### Section 9

#### **No Waiver:**

Any waiver of any term, covenant, or condition of this Agreement by any party hereto shall not be effective unless set forth in writing, signed by the party granting such waiver, and in no event shall any such waiver be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

### Section 10

#### **Interpretation:**

Should any provision of this Agreement require judicial interpretation or interpretation through alternative dispute resolution, it is agreed that the court or arbitrator interpreting or construing this Agreement shall not construe it against one party more strictly by reason of the rule of construction that a document is to be construed more strictly against the party who prepared such document, it being agreed that all parties have participated in the preparation of this Agreement, and the negotiation of its terms, and that all parties were afforded adequate opportunity to consult legal counsel prior to the execution of this Agreement.

Client Initials 

Section 11**Severability:**

If any one or more of the provisions of this Agreement should be determined wholly or partly invalid or unenforceable by a court or through alternative dispute resolution, then the validity and enforceability of all provisions of this Agreement shall not be ruled to be invalid or unenforceable and shall be unaffected. Further, the unenforceable provision shall be reformed to conform to the laws of the State of Louisiana.

Section 12**Miscellaneous:**

- A. Any notice, demand or consent required or permitted hereunder shall be in writing and shall be given (i) via hand delivery, (ii) by certified mail, return receipt requested, (iii) by recognized overnight courier service, or (iv) by facsimile transmission. Notice shall be given as follows:

Gifted Nurses, LLC	Margaret C. Candon, RN Chief Nursing Officer 2748 Metairie Lawn Drive, Suite B Metairie, LA 70002 <a href="mailto:mcandon@giftedhealthcare.com">mcandon@giftedhealthcare.com</a>
--------------------	--

Client	<u>Northwest Mississippi Medical Center</u>
Contact Name	<u>Devinisha Patterson</u>
Title	<u>Director, Human Resources</u>
Address	<u>1970 Hospital Drive</u>
City, State, Zip	<u>Clarksdale, MS 38614</u>
Contact Email	<u>devinisha.patterson@carnehealth.org</u>

- B. Termination of this Staffing Agreement shall not affect any obligation of either party that has accrued prior to such termination.
- C. This Staffing Agreement is governed by and construed in accordance with the laws of the State of Louisiana.
- D. This Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous negotiations, understandings, and agreements. This Agreement may not be modified or amended by the parties except by written instrument executed by all parties to this Agreement.

Client Initials



Section 13**Assignment and Binding Effect upon Successors:**

This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

Section 14**No Waiver:**


The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition unless agreed to in a writing signed by both parties.

Section 15**Headings:**

The descriptive headings of the sections of this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any section.

Northwest Mississippi Medical Center

By: Name: Devashia PattersonTitle: Director, Human ResourcesDate: 12/01/2017

Joel Southern  
CEO 

Gifted Nurses, LLC

By: 

Name: Margaret C. Candon, RN

Title: Chief Nursing Officer

Date: 12/01/2017

Exhibit APer Diem and Local Contract Assignments

Client Fee Schedule & Terms  
Northwest Mississippi Medical Center  
Effective Date: November 26, 2017

Hourly Fees

RN Super Specialty (CVOR, CVICU, Cath Lab)	\$75.00
RN Specialty (L&D, OR, NICU, PICU)	\$72.00
RN Non-Specialty (ER, ICU, IMC, MedSurg, Tele)	\$65.00

Charge Nurse: additional \$3.00 per applicable hourly rate  
On-Call: \$18.00 per hour  
Call-Back: Time and one-half applicable rate

Expense Reimbursement: Client will be invoiced in accordance with IRS Standards, for all mileage traveled by Gifted Nurses HCP for Home Healthcare Visits and/or requested services agreed upon in advance.

Client will accept qualified HCP verbally scheduled and agree to a minimum two (2) hour cancellation policy. If either party cancels a scheduled shift less than two (2) hours prior to the start of the shift, the cancelling party shall reimburse the other party for two (2) hours over and above any time worked at the rate agreed upon on the Client Fee Schedule for the scheduled shift.

Client agrees to coordinate and provide orientation to its policies, procedures and all applicable safety guidelines to Gifted Nurses HCP assigned. The first eight (8) hours of Client orientation are non-billable. Client will be billed according to the Client Fee Schedule for all hours above eight (8).

If Client requests a HCP less than one (1) hour prior to the start of the scheduled shift, Client will be billed for the entire shift provided the Gifted Nurses HCP reports to duty within one (1) hour of the start of the shift. In the event the HCP reports to duty later than one (1) hour, Client will be billed for actual hours worked. If Client requests a HCP after the scheduled start of a shift, Gifted Nurses will be paid from the time of the request provided its HCP reports to duty within one (1) hour of request.

When a HCP assigned to Client is no longer needed after reporting to duty, Client will be billed for all hours worked or four (4) hours whichever is greater per the Client Fee Schedule for the scheduled shift.

Client Initials \_\_\_\_\_

Client may float the Gifted Nurses HCP to a unit other than the unit to which they were assigned in accordance with the Client Fee Schedule for that unit and the HCP's clinical competency.

Client agrees not to directly or indirectly solicit or hire Gifted Nurses HCP. Should Client have an interest in hiring a HCP of Gifted Nurses, Client will submit in writing to Gifted Nurses its intent to hire and is obligated to commit to the Fee Schedule outlined in Exhibit "C".

Client Initials



## Exhibit B

Travel Assignments

Client Fee Schedule & Terms  
Northwest Mississippi Medical Center  
Effective Date: November 26, 2017

RN Super Specialty                      \$85.00  
(CVOR, CVICU, Cath Lab)

RN Specialty                              \$75.00  
(L&D, OR, NICU, PICU)

RN Non-Specialty                      \$65.00  
(ER, ICU, IMC, MedSurg, Tele)

Charge Nurse: additional \$3.00 per applicable hourly rate

On-Call: \$18.00 per hour

Call-Back: Time and one-half applicable rate

Gifted Nurses will submit HCP profiles based on Client requests to the facsimile number, electronic E-mail address, or Web-Based E-Commerce System designated by Client within a commercially reasonable timeframe. Upon verbal acceptance of HCP by Client, a written confirmation of the assignment will be sent, which confirmation shall include the dates of the assignment.

Client agrees to coordinate and provide orientation to its policies, procedures and all applicable safety guidelines prior to HCP's first worked shift.

Client agrees not to directly or indirectly solicit or hire Gifted Nurses HCP. Should Client have an interest in hiring HCP of Gifted Nurses, Client must submit in writing to Gifted Nurses its intent to hire and is obligated to commit to the Fee Schedule outlined in Exhibit "C".

The assignment of a HCP may be cancelled by Client or Gifted Nurses for cause. Cause may be defined as HCP's inability to perform duties of the position, if HCP commits acts of professional negligence, excessive absenteeism, substance abuse and/or any other unprofessional conduct.

Termination of an assignment for any other reason outside of cause or an emergency circumstance will require a written two (2) week notice of cancellation by Gifted Nurses and/or Client.

Client Initials 

**Exhibit C****Temp Conversion to Client Employee (Per Diem, Local Contract, Travel)**

Client Fee Schedule & Terms  
Northwest Mississippi Medical Center  
Effective Date: November 26, 2017

For an HCP placed with a Client in a temporary per diem local contract, or travel placement, Gifted Nurses charges a fee of 18% of the HCP's first year annualized salary if such HCP is converted to a permanent employee of Client. Such fee may be reduced based on the following schedule:

HCP Worked Hours at Facility	Fee
000 – 468 hours	100% of Conversion Fee
468 – 936 hours	50% of Conversion Fee
936+ hours	No Fee Required

Client Initials



**Exhibit D**

**Interim Placement**

Client Fee Schedule & Terms  
Northwest Mississippi Medical Center  
Effective Date: November 26, 2017

**Interim Management**

Flat rate of \$1,100.00 daily. Overtime and holiday rates are not be applicable.

Housing Stipend, Meals and Incidentals: reimbursement up to \$2,500.00 per month, assuming HCP meets qualifications.

Travel Reimbursement: up to two (2) round-trip flights to permanent address each month (maximum cap of \$350.00/trip) provided the permanent address is more than two-hundred and fifty (250) miles from Client. If permanent address is less than two-hundred and fifty (250) miles, the HCP will receive mileage reimbursement (or allowance to use for rental cars) to return to permanent residence up to two (2) times per month. Business mileage reimbursement at \$.55/mile or rental car up to \$35.00/day.

HCP provided for interim placements shall follow the direction of the designated leaders of the Client. Client shall provide specific details regarding the interim management position, including, but not limited to, duties, responsibilities, and experience requirements.

Details of the interim management position will be outlined in an assignment letter executed by both the Client, and Gifted Nurses HCP. Such letter will include the minimum time period of the assignment. Client will pay the minimum amount even if the assignment is cancelled prior to the expiration of such time period.

Client has the right to accept or reject any assignment of any interim management position.

Client agrees to provide interim HCP with a minimum of forty (40) hours per week unless outlined differently in assignment letter. Client agrees not to directly or indirectly solicit or hire Gifted Nurses HCP.

Client agrees not to directly or indirectly solicit or hire Gifted Nurses HCP. Should Client have an interest in hiring HCP, Client will submit in writing to Gifted Nurses its intent to hire and is obligated to commit to the attached Exhibit "D" fee schedule for direct hire.

Client Initials



**Exhibit E****Direct Hire**

Client Fee Schedule & Terms  
Northwest Mississippi Medical Center  
Effective Date: November 26, 2017

Placement Fee: Twenty-five per cent (25%) of annual salary

Client agrees that the fee shall be earned when any one of the following conditions are met:

1. A candidate referred by Gifted Nurses is subsequently hired, retained, or contracted by Client for any position, whether temporary or permanent.
2. The hiring, retaining or contracting of the candidate occurs within one (1) year of any interviews conducted by the Client that were generated by a Gifted Nurses referral.
3. After a Gifted Nurses referral has occurred, Client refers the candidate to a subsidiary, division, or other related company to the Client that hires, retains or contracts the candidate for employment, whether temporary or permanent.

Payment Terms: Client shall pay Gifted Nurses its Fee as follows:

Total Fee shall be due and payable within fifteen (15) days of the start date of the HCP.

Pre and Post Employment Expenses:

The Client is responsible for any post-employment expenses that it may deem, in its sole discretion, necessary in order to hire the HCP. Expenses such as pre-employment background checks and skills testing shall be the sole responsibility of Gifted Nurses.

If Client hires a candidate referred by Gifted Nurses, then Gifted Nurses shall provide the Client with a sixty (60) calendar day guarantee of the Placement Fee. If a referred Gifted Nurses candidate/employee leaves the Client's employment within sixty (60) calendar days of his/her initial start date, Gifted Nurses will provide Client a best effort replacement candidate/employee at no extra charge or refund a prorated portion of the placement fee paid. The refund shall be equal to 1/60th multiplied by the number of days remaining in the guarantee period as of the employee's last day of employment. Client must notify Gifted Nurses within twenty four (24) hours of the candidate's termination of employment. Refund will be issued within fourteen (14) days back to Client. If Client terminates the referred candidate/employee due to being in a poor financial condition, downsizing, lack of available work, reorganization, elimination of position, takeover, or material change in job responsibility, no replacement candidate/employee shall be provided nor shall any refund of placement fees be due to Client.

Client Initials



# CLIENT CONTACT INFORMATION

Client General Information			
Client Name	Northwest Mississippi Medical Center		
Complete Mailing Address, incl. city, state, and zip	1970 Hospital Drive Clarksdale, MS 38614		
Main Phone number	662.624.3401	Fax number	662.627.5440
Website	N/A		

Contracting Contact			
Contact Name/Title	Devasha Patterson, DHR		
Complete Mailing Address, incl. city, state, and zip	AS above		
Phone number	662.624.3389	Fax number	AS above
Email address	devasha.patterson@curacarehealth.org		

Billing/Invoicing Contact			
Contact Name/Title	Toby Butler		
Complete Mailing Address, incl. city, state, and zip	AS above		
Phone number	662.624.3400	Fax number	AS Above
Email address	toby.butler@curacarehealth.org		

Scheduling Contact			
Contact Name/Title	Devasha Patterson		
Complete Mailing Address, incl. city, state, and zip			
Phone number		Fax number	
Email address			

Clinical Contact			
Contact Name/Title	Steve Brackeen, CNO		
Complete Mailing Address, incl. city, state, and zip	AS Above		
Phone number	662.624.3102	Fax number	AS above
Email address	steve.brackeen@curacarehealth.org		



EXHIBIT "2"

Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 088903  
Date 03/22/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
03/04/18 Sun	06:45P - 07:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	12.25	796.25
03/07/18 Wed	07:45P - 07:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	11.25	731.25
03/08/18 Thu	06:30P - 07:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	12.50	812.50
Coleman-Wilder, Metrice Subtotal:					36.00	2,340.00	
03/05/18 Mon	06:45P - 07:30A	Evans, Ronisha (RN)	MedSurg	S5 Regular	65.00	12.25	796.25
03/06/18 Tue	06:45P - 07:30A	Evans, Ronisha (RN)	MedSurg	S5 Regular	65.00	12.25	796.25
03/09/18 Fri	06:45P - 07:30A	Evans, Ronisha (RN)	MedSurg	S5 Regular Weekend	65.00	12.25	796.25
03/10/18 Sat	06:45P - 07:30A	Evans, Ronisha (RN)	MedSurg	S5 Regular Weekend	65.00	3.25	211.25
				S5 Overtime Weekend	97.50	8.00	780.00
Evans, Ronisha Subtotal:					48.00	3,380.00	
Invoice Total:					84.00	\$5,720.00	

Remit To:  
Gifted Nurses, LLC  
P. O. Box 205426  
Dallas, Texas 75320-5426  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!



**For services rendered at:**  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

Invoice No. 089930  
Date 04/06/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT # 4



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi Medical  
Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**  
Invoice No. 089931  
Date 04/06/2018  
Page 1

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
03/20/18 Tue	06:45P - 01:15A	Gordon, Justin (RN)	Orientation	Billable S1 Regular	64.00	6.50	416.00
Gordon, Justin Subtotal:						6.50	416.00
Invoice Total:						6.50	\$416.00

Remit To:  
Gifted Nurses, LLC  
P. O. Box 205426  
Dallas, Texas 75320-5426  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT 5



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi Medical  
Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 090037

Date 04/11/2018

Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
03/28/18 Wed	06:30P - 07:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	12.50	812.50
03/29/18 Thu	06:45P - 08:00A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	12.75	828.75
03/30/18 Fri	06:45P - 07:15A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	12.00	780.00
03/31/18 Sat	06:30P - 08:15A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	2.75	178.75
				S5 Overtime Weekend	97.50	10.50	1,023.75
<b>Coleman-Wilder, Metrice Subtotal:</b>						<b>50.50</b>	<b>3,623.75</b>
03/26/18 Mon	09:00A - 03:30P	Franklin, Emma (RN)	Orientation Non-Billable	S4 Regular	0.00	6.00	0.00
03/28/18 Wed	06:45A - 07:45P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.50	812.50
03/30/18 Fri	06:45A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.25	796.25
<b>Franklin, Emma Subtotal:</b>						<b>30.75</b>	<b>1,608.75</b>
<b>Invoice Total:</b>						<b>81.25</b>	<b>\$5,232.50</b>

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT 6



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi Medical  
Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 090038  
Date 04/11/2018  
Page 1

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
03/27/18 Tue	06:45P - 07:15A	Gordon, Justin (RN)	ICU	S5 Regular	64.00	12.00	768.00
<b>Gordon, Justin Subtotal:</b>						<b>12.00</b>	<b>768.00</b>
<b>Invoice Total:</b>						<b>12.00</b>	<b>\$768.00</b>

Remit To:  
Gifted Nurses, LLC  
P. O. Box 205426  
Dallas, Texas 75320-5426  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT 7



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered  
at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 090424  
Date 04/17/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
04/01/18 Sun	06:45P - 10:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	12.25	796.25
				S5 Regular	65.00	3.00	195.00
04/04/18 Wed	07:00P - 07:15A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	11.75	763.75
<b>Coleman-Wilder, Metrice Subtotal:</b>					<b>27.00</b>	<b>1,755.00</b>	
04/02/18 Mon	06:45A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.25	796.25
04/03/18 Tue	06:45A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.25	796.25
04/06/18 Fri	06:45A - 08:00P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.75	828.75
04/07/18 Sat	07:15A - 07:15P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	2.75	178.75
				S4 Overtime Weekend	97.50	8.75	853.13
<b>Franklin, Emma Subtotal:</b>					<b>48.75</b>	<b>3,453.13</b>	
<b>Invoice Total:</b>					<b>75.75</b>	<b>\$5,208.13</b>	

Remit To:  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT 8



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered  
at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 090780  
Date 04/24/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
04/11/18 Wed	06:45P - 07:15A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	12.00	780.00
04/13/18 Fri	07:15P - 08:45A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	13.00	845.00
04/14/18 Sat	06:30P - 07:45A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	12.75	828.75
<b>Coleman-Wilder, Metrice Subtotal:</b>						<b>37.75</b>	<b>2,453.75</b>
04/08/18 Sun	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	12.00	780.00
04/11/18 Wed	07:00A - 08:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.75	828.75
04/12/18 Thu	07:00A - 07:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	11.75	763.75
<b>Franklin, Emma Subtotal:</b>						<b>36.50</b>	<b>2,372.50</b>
<b>Invoice Total:</b>						<b>74.25</b>	<b>\$4,826.25</b>

Remit To:  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT 9



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered  
at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 091174  
Date 05/01/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
04/15/18 Sun	06:45P - 07:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	12.25	796.25
04/18/18 Wed	07:00P - 07:15A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	11.75	763.75
04/19/18 Thu	06:30P - 08:15A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	13.25	861.25
<b>Coleman-Wilder, Metrice Subtotal:</b>						<b>37.25</b>	<b>2,421.25</b>
04/16/18 Mon	06:45A - 08:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	13.00	845.00
04/17/18 Tue	07:00A - 08:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.75	828.75
04/20/18 Fri	07:00A - 08:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.75	828.75
04/21/18 Sat	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	1.50	97.50
				S4 Overtime Weekend	97.50	10.50	1,023.75
<b>Franklin, Emma Subtotal:</b>						<b>50.50</b>	<b>3,623.75</b>
<b>Invoice Total:</b>						<b>87.75</b>	<b>\$6,045.00</b>

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

XHIBIT 10



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered  
at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 091542

Date 05/09/2018

Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
04/23/18 Mon	06:45P - 07:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	12.25	796.25
04/24/18 Tue	06:45P - 06:45A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	11.50	747.50
04/28/18 Sat	06:45P - 07:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	12.25	796.25
<b>Coleman-Wilder, Metrice Subtotal:</b>					<b>36.00</b>	<b>2,340.00</b>	
04/22/18 Sun	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	12.00	780.00
04/25/18 Wed	07:00A - 08:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	13.00	845.00
04/28/18 Sat	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	12.00	780.00
<b>Franklin, Emma Subtotal:</b>					<b>37.00</b>	<b>2,405.00</b>	
<b>Invoice Total:</b>					<b>73.00</b>	<b>\$4,745.00</b>	

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT 11



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi Medical  
Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 091944  
Date 05/15/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
04/29/18 Sun	06:30P - 08:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	12.50	812.50
				S5 Regular	65.00	1.00	65.00
05/02/18 Wed	06:45P - 07:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	12.25	796.25
05/03/18 Thu	06:30P - 08:45A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular	65.00	13.75	893.75
<b>Coleman-Wilder, Metrice Subtotal:</b>						<b>39.50</b>	<b>2,567.50</b>
04/30/18 Mon	06:45A - 08:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	13.00	845.00
05/01/18 Tue	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.00	780.00
05/04/18 Fri	06:45A - 04:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	9.00	585.00
05/05/18 Sat	07:00A - 07:15P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	6.00	390.00
				S4 Overtime Weekend	97.50	5.75	560.63
<b>Franklin, Emma Subtotal:</b>						<b>45.75</b>	<b>3,160.63</b>
05/02/18 Wed	07:45A - 04:30P	Gray, Tanika (RN)	Orientation Non-Billable	S5 Regular	0.00	8.25	0.00
05/04/18 Fri	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.00	780.00
05/05/18 Sat	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.00	780.00
<b>Gray, Tanika Subtotal:</b>						<b>32.25</b>	<b>1,560.00</b>
<b>Invoice Total:</b>						<b>117.50</b>	<b>\$7,288.13</b>

Remit To:  
Gifted Nurses, LLC  
P. O. Box 205426  
Dallas, Texas 75320-5426  
Ph (504) 831-2123  
Fax (800) 918-3727

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EXHIBIT 12



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

**For services rendered at:**  
Northwest Mississippi Medical  
Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 092345  
Date 05/23/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
05/11/18 Fri	07:15P - 07:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	11.75	763.75
05/12/18 Sat	06:45P - 07:30A	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	12.25	796.25
<b>Coleman-Wilder, Metrice Subtotal:</b>						<b>24.00</b>	<b>1,560.00</b>
05/06/18 Sun	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	12.00	780.00
05/09/18 Wed	06:45A - 07:00P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	11.75	763.75
05/10/18 Thu	06:45A - 07:00P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	11.75	763.75
<b>Franklin, Emma Subtotal:</b>						<b>35.50</b>	<b>2,307.50</b>
05/06/18 Sun	06:45P - 07:30A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.25	796.25
05/09/18 Wed	06:45P - 07:00A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	11.75	763.75
05/10/18 Thu	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
<b>Gray, Tanika Subtotal:</b>						<b>36.00</b>	<b>2,340.00</b>
<b>Invoice Total:</b>						<b>95.50</b>	<b>\$6,207.50</b>

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

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EXHIBIT 13



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi Medical  
Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 092767  
Date 05/31/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
05/13/18 Sun	06:30A - 07:15P	Coleman-Wilder, Metrice (RN)	ICU	S5 Regular Weekend	65.00	12.25	796.25
<b>Coleman-Wilder, Metrice Subtotal:</b>						<b>12.25</b>	<b>796.25</b>
05/14/18 Mon	08:00A - 05:30P	Fortenberry, Janet (RN)	Orientation Non-Billable	S5 Regular	0.00	9.00	0.00
05/15/18 Tue	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
05/16/18 Wed	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
<b>Fortenberry, Janet Subtotal:</b>						<b>33.00</b>	<b>1,560.00</b>
05/14/18 Mon	06:45A - 07:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.00	780.00
05/18/18 Fri	06:45A - 08:00P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.75	828.75
05/19/18 Sat	07:15A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	11.75	763.75
<b>Franklin, Emma Subtotal:</b>						<b>36.50</b>	<b>2,372.50</b>
05/16/18 Wed	06:45P - 07:30A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.25	796.25
05/17/18 Thu	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
<b>Gray, Tanika Subtotal:</b>						<b>24.25</b>	<b>1,576.25</b>
<b>Invoice Total:</b>						<b>106.00</b>	<b>\$6,305.00</b>

Remit To:  
Gifted Nurses, LLC  
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Dallas, Texas 75320-5426  
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EXHIBIT 14



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 093068  
Date 06/05/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
05/20/18 Sun	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	12.00	780.00
05/21/18 Mon	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
05/22/18 Tue	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
<b>Fortenberry, Janet Subtotal:</b>						<b>36.00</b>	<b>2,340.00</b>
05/20/18 Sun	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	12.00	780.00
05/23/18 Wed	06:45A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.25	796.25
05/24/18 Thu	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.00	780.00
<b>Franklin, Emma Subtotal:</b>						<b>36.25</b>	<b>2,356.25</b>
05/20/18 Sun	06:45P - 07:45A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.50	812.50
05/23/18 Wed	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
05/24/18 Thu	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
<b>Gray, Tanika Subtotal:</b>						<b>36.50</b>	<b>2,372.50</b>
<b>Invoice Total:</b>						<b>108.75</b>	<b>\$7,068.75</b>

**Remit To:**  
**Gifted Nurses, LLC**  
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**Dallas, Texas 75320-5426**  
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Fax (800) 918-3727

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EXHIBIT - 15



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 093521  
Date 06/13/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
05/29/18 Tue	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
05/30/18 Wed	06:45P - 07:45A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.50	812.50
05/31/18 Thu	06:45P - 07:30A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.25	796.25
<b>Fortenberry, Janet Subtotal:</b>						<b>36.75</b>	<b>2,388.75</b>
05/28/18 Mon	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	7.75	503.75
				S5 Regular Holiday	97.50	4.25	414.38
05/29/18 Tue	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
06/02/18 Sat	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.00	780.00
<b>Gray, Tanika Subtotal:</b>						<b>36.00</b>	<b>2,478.13</b>
<b>Invoice Total:</b>						<b>72.75</b>	<b>\$4,866.88</b>

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

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XHIBIT - 16



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**  
Invoice No. 093922  
Date 06/19/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
06/04/18 Mon	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
06/05/18 Tue	06:45P - 07:45A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.50	812.50
06/09/18 Sat	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	12.00	780.00
<b>Fortenberry, Janet Subtotal:</b>						<b>36.50</b>	<b>2,372.50</b>
06/03/18 Sun	06:45A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	12.25	796.25
06/05/18 Tue	06:45A - 07:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.00	780.00
06/07/18 Thu	07:15A - 07:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	11.50	747.50
<b>Franklin, Emma Subtotal:</b>						<b>35.75</b>	<b>2,323.75</b>
06/03/18 Sun	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.00	780.00
06/06/18 Wed	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
06/07/18 Thu	06:45P - 07:00A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	11.75	763.75
<b>Gray, Tanika Subtotal:</b>						<b>35.75</b>	<b>2,323.75</b>
<b>Invoice Total:</b>						<b>108.00</b>	<b>\$7,020.00</b>

Remit To:  
Gifted Nurses, LLC  
P. O. Box 205426  
Dallas, Texas 75320-5426  
Ph (504) 831-2123  
Fax (800) 918-3727

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XHIBIT 17



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 094349  
Date 06/27/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
06/10/18 Sun	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	12.00	780.00
06/13/18 Wed	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
06/14/18 Thu	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
<b>Fortenberry, Janet Subtotal:</b>						<b>36.00</b>	<b>2,340.00</b>
06/11/18 Mon	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.00	780.00
06/12/18 Tue	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.00	780.00
06/15/18 Fri	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.00	780.00
06/16/18 Sat	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	4.00	260.00
				S4 Overtime Weekend	97.50	8.00	780.00
<b>Franklin, Emma Subtotal:</b>						<b>48.00</b>	<b>3,380.00</b>
06/11/18 Mon	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
06/12/18 Tue	06:45P - 07:30A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.25	796.25
06/15/18 Fri	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.00	780.00
06/16/18 Sat	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	3.75	243.75
				S5 Overtime Weekend	97.50	8.25	804.38
<b>Gray, Tanika Subtotal:</b>						<b>48.25</b>	<b>3,404.38</b>
<b>Invoice Total:</b>						<b>132.25</b>	<b>\$9,124.38</b>

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123

XHIBIT 18



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**  
Invoice No. 094725  
Date 07/03/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
06/18/18 Mon	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
06/19/18 Tue	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
06/22/18 Fri	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	12.00	780.00
06/23/18 Sat	06:45P - 07:45A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	4.00	260.00
				S5 Overtime Weekend	97.50	8.50	828.75
<b>Fortenberry, Janet Subtotal:</b>					<b>48.50</b>	<b>3,428.75</b>	
06/17/18 Sun	06:45A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular Weekend	65.00	12.25	796.25
06/20/18 Wed	07:00A - 07:30P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.00	780.00
06/21/18 Thu	07:15A - 08:15P	Franklin, Emma (RN)	Tele	S4 Regular	65.00	12.50	812.50
<b>Franklin, Emma Subtotal:</b>					<b>36.75</b>	<b>2,388.75</b>	
06/17/18 Sun	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.00	780.00
06/20/18 Wed	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
06/21/18 Thu	07:00P - 07:45A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.25	796.25
<b>Gray, Tanika Subtotal:</b>					<b>36.25</b>	<b>2,356.25</b>	
<b>Invoice Total:</b>					<b>121.50</b>	<b>\$8,173.75</b>	

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

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EXHIBIT 20



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

**For services rendered at:**  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 095472  
Date 07/17/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/02/18 Mon	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
07/03/18 Tue	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	0.25	16.25
				S5 Regular Holiday	97.50	11.75	1,145.63
07/06/18 Fri	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	12.00	780.00
07/07/18 Sat	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	4.00	260.00
				S5 Overtime Weekend	97.50	8.00	780.00
<b>Fortenberry, Janet Subtotal:</b>					<b>48.00</b>	<b>3,761.88</b>	
07/01/18 Sun	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.00	780.00
07/03/18 Tue	06:45P - 07:45A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	0.25	16.25
				S5 Regular Holiday	97.50	12.25	1,194.38
07/04/18 Wed	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	7.75	503.75
				S5 Regular Holiday	97.50	4.25	414.38
<b>Gray, Tanika Subtotal:</b>					<b>36.50</b>	<b>2,908.76</b>	
<b>Invoice Total:</b>					<b>84.50</b>	<b>\$6,670.64</b>	

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

XHIBIT 21



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

**For services rendered at:**  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

# INVOICE

Invoice No. 095896  
Date 07/24/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/08/18 Sun	06:45P - 07:45A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	12.50	812.50
07/11/18 Wed	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
07/12/18 Thu	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
<b>Fortenberry, Janet Subtotal:</b>						<b>36.50</b>	<b>2,372.50</b>
07/10/18 Tue	07:00P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	11.75	763.75
07/14/18 Sat	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.00	780.00
<b>Gray, Tanika Subtotal:</b>						<b>23.75</b>	<b>1,543.75</b>
<b>Invoice Total:</b>						<b>60.25</b>	<b>\$3,916.25</b>

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

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EXHIBIT 22



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi Medical  
Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

# INVOICE

Invoice No. 096172  
Date 07/27/2018  
Page 1

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
03/06/18 Tue	09:00A - 03:00P	Gordon, Justin (RN)	Orientation Non-Billable	S1 Regular	0.00	6.00	0.00
03/07/18 Wed	03:30P - 07:15P	Gordon, Justin (RN)	Orientation Non-Billable	S1 Regular	0.00	2.00	0.00
				S1 Regular	64.00	1.75	112.00

Gordon, Justin Subtotal: 9.75 112.00

Invoice Total: 9.75 \$112.00

Remit To:  
Gifted Nurses, LLC  
P. O. Box 205426  
Dallas, Texas 75320-5426  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT 23



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

**For services rendered at:**  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 096319  
Date 07/31/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/16/18 Mon	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
07/20/18 Fri	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	12.00	780.00
07/21/18 Sat	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	12.00	780.00
<b>Fortenberry, Janet Subtotal:</b>						<b>36.00</b>	<b>2,340.00</b>
07/15/18 Sun	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.00	780.00
07/18/18 Wed	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
07/19/18 Thu	06:45A - 07:15P	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
<b>Gray, Tanika Subtotal:</b>						<b>36.00</b>	<b>2,340.00</b>
<b>Invoice Total:</b>						<b>72.00</b>	<b>\$4,680.00</b>

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT 24



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

**For services rendered at:**  
Northwest Mississippi Medical  
Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**  
Invoice No. 096387  
Date 08/01/2018  
Page 1

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/11/18 Wed	07:15A - 07:30P	Coleman-Wilder, Metrice (RN)	ICU	S4 Regular	64.00	11.75	752.00
07/12/18 Thu	06:45A - 01:45P	Coleman-Wilder, Metrice (RN)	ICU	S4 Regular	64.00	7.00	448.00
<b>Coleman-Wilder, Metrice Subtotal:</b>							<b>18.75 1,200.00</b>
<b>Invoice Total:</b>							<b>18.75 \$1,200.00</b>

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT 25



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 096717

Date 08/07/2018

Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/22/18 Sun	06:45P - 07:45A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	12.50	812.50
07/25/18 Wed	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
07/26/18 Thu	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
07/27/18 Fri	06:45P - 08:00A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	3.50	227.50
				S5 Overtime Weekend	97.50	9.25	901.88
<b>Fortenberry, Janet Subtotal:</b>					<b>49.25</b>	<b>3,501.88</b>	
07/23/18 Mon	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
07/24/18 Tue	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular	65.00	12.00	780.00
07/28/18 Sat	06:45P - 07:30A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.25	796.25
<b>Gray, Tanika Subtotal:</b>					<b>36.25</b>	<b>2,356.25</b>	
<b>Invoice Total:</b>					<b>85.50</b>	<b>\$5,858.13</b>	

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT 26



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi  
Medical Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**  
Invoice No. 097084  
Date 08/15/2018  
Page 1

Terms	PO Number
15 Days Upon Receipt of Invoice	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/30/18 Mon	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
07/31/18 Tue	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular	65.00	12.00	780.00
08/03/18 Fri	06:45P - 08:00A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	12.75	828.75
08/04/18 Sat	06:45P - 07:15A	Fortenberry, Janet (RN)	ICU	S5 Regular Weekend	65.00	3.25	211.25
				S5 Overtime Weekend	97.50	8.75	853.13
Fortenberry, Janet Subtotal:					48.75	3,453.13	
07/29/18 Sun	06:45P - 07:15A	Gray, Tanika (RN)	MedSurg - Tele	S5 Regular Weekend	65.00	12.00	780.00
Gray, Tanika Subtotal:					12.00	780.00	
Invoice Total:					60.75	\$4,233.13	

Remit To:  
Gifted Nurses, LLC  
P. O. Box 205426  
Dallas, Texas 75320-5426  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT - 27



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi Medical  
Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**  
Invoice No. 097558  
Date 08/22/2018  
Page 1

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
08/04/18 Sat	07:30A - 07:30P	Coleman-Wilder, Metrice (RN)	ICU	S1 Regular Weekend	64.00	7.50	480.00
				S2 Regular Weekend	64.00	4.50	288.00

**Coleman-Wilder, Metrice Subtotal: 12.00 768.00**  
**Invoice Total: 12.00 \$768.00**

Remit To:  
Gifted Nurses, LLC  
P. O. Box 205426  
Dallas, Texas 75320-5426  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

EXHIBIT - 28



Northwest Mississippi Medical Center  
Toby Butler  
A/P Clerk  
1970 Hospital Dr.  
Clarksdale, MS 38614

For services rendered at:  
Northwest Mississippi Medical  
Center  
1970 Hospital Dr.  
Clarksdale, MS 38614

**INVOICE**

Invoice No. 097561  
Date 08/22/2018  
Page 1

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/26/18 Thu	07:00A - 08:30P	Coleman-Wilder, Metrice (RN)	ICU	S4 Regular	64.00	13.00	832.00
<b>Coleman-Wilder, Metrice Subtotal:</b>						<b>13.00</b>	<b>832.00</b>
07/23/18 Mon	06:45P - 07:00A	Gordon, Justin (RN)	ICU	S5 Regular	64.00	11.75	752.00
<b>Gordon, Justin Subtotal:</b>						<b>11.75</b>	<b>752.00</b>
<b>Invoice Total:</b>						<b>24.75</b>	<b>\$1,584.00</b>

**Remit To:**  
**Gifted Nurses, LLC**  
**P. O. Box 205426**  
**Dallas, Texas 75320-5426**  
Ph (504) 831-2123  
Fax (800) 918-3727

Thank you for your business and the privilege to provide you with Gifted Clinicians, Compassionate Care!

**LANDWEHR LAW FIRM**  
ATTORNEYS AND COUNSELLORS AT LAW  
SUITE 1710  
1010 COMMON STREET  
**New Orleans, Louisiana 70112**

MERRILL T. LANDWEHR  
DARRYL T. LANDWEHR

TELEPHONE (504) 561-8086  
FACSIMILE (504) 561-8088

December 26, 2018

**VIA FEDERAL EXPRESS**

Bankruptcy Clerk's Office  
Customs House Room 170  
701 Broadway  
Nashville, TN 37203

**Re: Curae Health, Inc.**  
**U. S. Bankruptcy Court (MDTN-Nashville Div.)**  
**Case No. 18-05665**  
**Our File: 2170**

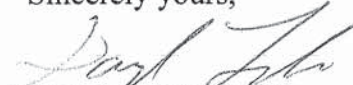
Dear Sir/Madam:

Enclosed herewith please find the original Proof of Claim which I would ask that you file of record in connection with the above referenced proceeding.

After filing, please return the filed copy or receipt reflecting its filing to me in the self-addressed and stamped envelope.

Thanking you for your attention to this matter,

Sincerely yours,

  
Darryl T. Landwehr

# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05665 Curae Health Inc.](#)

**Judge:** Charles M Walker      **Chapter:** 11  
**Office:** Nashville      **Last Date to file claims:** 01/21/2019  
**Trustee:**      **Last Date to file (Govt):**

*Creditor:* (6811530)      **Claim No:** 159      *Status:*  
 GIFTED NURSES LLC      *Original Filed*      *Filed by:* CR  
 DARRYL T LANDWEHR      *Date:* 12/27/2018      *Entered by:* Intake3  
 1010 COMMON STREET      *Original Entered*      *Modified:*  
 SUITE 1710      *Date:* 12/27/2018  
 NEW ORLEANS LA  
 70112

Amount claimed: \$130564.30

*History:*

[Details](#)      [159-1](#)      12/27/2018 Claim #159 filed by GIFTED NURSES LLC, Amount claimed: \$130564.30  
 (Intake3)

*Description:* (159-1) Nurse staffing services provided under contract

*Remarks:*

### Claims Register Summary

**Case Name:** Curae Health Inc.  
**Case Number:** 3:18-bk-05665  
**Chapter:** 11  
**Date Filed:** 08/24/2018  
**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$130564.30
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		