

Fill in this information to identify the case:

Debtor 1 Curae Health, Inc.  
 Debtor 2 \_\_\_\_\_  
 (Spouse, if filing)  
 United States Bankruptcy Court for the: Middle District of Tennessee  
 Case number 18-05665

FILED

JAN 15 2019

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?

Revenue Cycle Management, LLC  
 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?

☒ No

☐ Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

RCM, LLC  
 Name  
8814 Fargo Rd, Ste 105  
 Number Street  
Henrico VA 23229  
 City State ZIP Code

Contact phone 804-350-2889

Contact email j.larsen@practicercm.com

Where should payments to the creditor be sent? (if different)

RCM, LLC  
 Name  
8814 Fargo Rd., Ste 105  
 Number Street  
Henrico, VA 23229  
 City State ZIP Code

Contact phone 804-350-2889

Contact email j.larsen@practicercm.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
 \_\_\_\_\_

4. Does this claim amend one already filed?

☒ No

☐ 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?

☒ No

☐ 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? \$ 18,777.72 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

Services Performed - Medical Billing

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

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

**Basis for perfection:** \_\_\_\_\_

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

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

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

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

Annual Interest Rate (when case was filed) \_\_\_\_\_ %

- ☐ Fixed  
☐ Variable

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

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



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

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

☒ No

☐ Yes. Check one:

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

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

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

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

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

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

Amount entitled to priority

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

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

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

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

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

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

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

**Part 3: Sign Below**

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

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

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

Check the appropriate box:

☒ I am the creditor.

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

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

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

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

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

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

Executed on date

01/11/2019  
MM / DD / YYYY

Signature

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

Name

James Peter Larsen  
First name Middle name Last name

Title

Co-Owner

Company

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

Address

8814 Fargo Rd., Ste 105  
Number Street

Henrico  
City

VA  
State

23229  
ZIP Code

Contact phone

804-350-2889

Email

j.larsen@

Practice.com.com

Date	Type	No.	Due date	Balance	Total	Status
08/23/2018	Invoice	20180812A	09/22/2018	3,978.86	3,978.86	overdue
07/31/2018	Invoice	20180712	08/30/2018	2,291.20	2,291.20	overdue
06/30/2018	Invoice	20180610	07/30/2018	3,228.55	3,228.55	overdue
05/31/2018	Invoice	20180510	06/30/2018	4,876.06	4,876.06	overdue
04/30/2018	Invoice	20180414	05/30/2018	4,403.05	4,403.05	overdue
					<u>18,777.72</u>	



## CONTRACT FOR PROFESSIONAL FEE BILLING SERVICES

THIS AGREEMENT is being entered into and executed by and between Revenue Cycle Management, LLC, a Virginia corporation, hereinafter called "Agency" and Clarksdale Regional Physicians, LLC, Clarksdale, MS, referred to as "Client" effective May 1<sup>st</sup>, 2018.

WHEREAS, Agency is desirous of providing Pro Fee Anesthesia/CRNA and ECHO/EKG accounts receivable management and Professional Fee management services for Client;

WHEREAS, Client is desirous of having its Pro Fee Anesthesia/CRNA and ECHO/EKG accounts receivable management and Professional Fee management services performed by Agency commencing with 05/01/2018 service dates.

This contract supersedes any and all Clarksdale HMA, LLC accounts receivable management and Professional Fee management service agreements for Pro Fee Anesthesia/CRNA and ECHO/EKG through HMA, CHS or Medical Data Systems, Inc.

NOW, THEREFORE, it is mutually agreed as follows

1. Client shall make available to Agency of all pertinent claim data and necessary patient/guarantor billing information including, but not limited to, patient/guarantor demographic data, charge source data, procedure interpretation, reports and such other procedure organization records such as daily log sheets.
  - a. Agency requests access to the Client ADT System remotely.
2. Agency shall provide billing of all billable procedures forwarded by Client to Agency as performed at all locations where those procedures are being performed by Client. Such billing shall originate from the information referenced in Item 1 and Agency agrees to maintain the integrity of the data transferred throughout the billing process. Agency shall not be responsible for events or claims arising from irregularities or emissions contained in the information transferred to Agency.
3. Agency will manage each patient/guarantor account in accordance with its existing billing policies and procedures. Client acknowledges and is aware of Agency's billing policies and procedures.
4. Agency shall actively pursue the receipt of Client's insurance accounts receivable by filing to all third party insurers.
5. Agency will pursue patient/guarantor's account responsibility and will send up to three (3) statements to patient/guarantor accounts prior to classifying the account(s) as bad debt, unless other arrangements are agreed upon.
6. Accounts classified as bad debt may be turned over to a collection agency at the client's written request. All pertinent information in Agency's database will be supplied to the collection agency, including employment status, address, current telephone number, etc. All information on Client's patient/guarantors will be kept current, and only current information will be supplied to the collection agency.
7. Agency shall at its cost maintain personnel available to patient/guarantor for account inquiries, patient/guarantor payments and to collect the necessary information to process the accounts for the client.



CONTRACT FOR PROFESSIONAL FEE BILLING SERVICES CONTINUED:  
Page 2 of 4

8. Agency will use its best effort to post and reconcile the receipts the same day as EFT's and EOB copies are received from carrier or client. Daily transaction logs shall be maintained by Agency for audit and reconciliation purposes. Agency does not receive payments for client and does not negotiate checks payable to client. Client receives all payments for services rendered directly.
9. Confidentiality/Business Office Records/Data Processing Media/Medical Records: Agency acknowledges a patient/guarantor's medical billing information is confidential and will not disclose such information, either directly or indirectly. Also, Agency will not use said information for any purpose except as required to perform services described in this agreement.
10. Client will accept all usual and customary and/or contractual adjustments for all payers except those listed below:  

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11. Any changes made in reference to Item 9 must be made in writing and will not be effective until signed and confirmed by Agency.
12. Accounts with a patient/guarantor responsibility of \$2.00 or less will have one statements issued and will be adjusted off as a small balance adjustment.
13. Agency does not assume responsibility for CPT-4, HCPCS and/or ICD-9-CM codes applied by Client to Client's patient/guarantor accounts which are reported and/or supplied to Agency for billing purposes.
14. Provider Enrollment: Agency offers assistance and advice in obtaining provider numbers from insurance companies and government payers however, final responsibility for obtaining said provider numbers is the Client's responsibility. For further clarification, the following outlines both parties areas of responsibilities should assistance be requested:
  - a. Agency will supply Client with a list of documents required to complete provider enrollment packet(s).
  - b. Client will obtain the documents required to complete provider enrollment packets and forward to Agency
  - c. Agency will then complete only those sections which are applicable. Agency will then forward the provider enrollment packet(s) to Client which will be noted and point out where signatures are necessary and which sections are required to be completed by Client or provider.
  - d. Client will have the provider enrollment packet(s) completed with all the necessary signatures and completed information and forward back to Agency or Agency will charge an hourly fee of twenty-four dollars (\$24).00 to complete these packages.
  - e. Agency will then submit the provider enrollment packet to the insurance company or government, payer,
15. FEES - In consideration of such services, Client shall pay to Agency for anesthesia services a rate of six percent (6%) of monthly net collections and for ECHO/EKG services a monthly fee of five dollars and seventy-five cents (\$5.75) per patient account. Net collections are the amounts of total dollars recorded/collected minus any refunds, retractions or returned checks. Agency issues statements by the fifth (5th) of each month for billing received for the previous month. Client payment is due within fifteen (15) days of date of invoice.



CONTRACT FOR PROFESSIONAL FEE BILLING SERVICES CONTINUED:

Page 3 of 4

16. TERM - This Agreement shall initially be in effect for one year, beginning May 1st, 2018. The Agreement will automatically renew each year. This agreement can be terminated by either party beginning on the effective date by giving ninety (90) days written notice with or without cause. It may also be terminated immediately upon written notice in the event of bankruptcy, insolvency or loss of business license.
17. TERMINATION - Upon the effective date of termination, Agency shall cease to enter new patient/guarantor and charge data into its billing system on behalf of Client, but shall for the next six (6) months continue billing; and collection for patient/guarantor accounts already on Agency's billing system.
18. Any patient/guarantor accounts remaining unpaid at the end of the six (6) month period will be turned over to Client. Agency shall at its cost make available to Client at Client's request all of Client's accounts receivable data then residing on Agency's billing system in printout (hard copy) format. Upon the Client's request, Agency shall cooperate in any other media transfer (disk, diskette, tape, etc.) and Client shall reimburse Agency for any costs associated with such a transfer of information.
19. MUTUAL INDEMNITY - The Agency agrees to indemnify and hold the Client harmless against any and all liability, cost, and expenses, including attorney's fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants or employees of the Agency during the term of this Agreement. Conversely, the Client agrees to indemnify and hold the Agency harmless against any and all liability, cost and expenses, including attorney's fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants or employees of the Client.
20. ENTIRE AGREEMENT - This Agreement contains the complete understanding between the parties and supersedes any prior understandings or Agreements between them respecting the subject matter. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties.
21. CONFIDENTIALITY: Client acknowledges that the systems and procedures employed by RCM in providing the services are confidential and the sole property of RCM. Client agrees not to disclose to any person or entity other than RCM any information it receives concerning systems, procedures, fee /pricing, RCM's business practices or other secrets or confidential information of RCM. RCM agrees not to disclose to any person or entity not affiliated with RCM any information about Client or other confidential information regarding Client's accounts, except as required to provide the services under this Agreement, or as otherwise legally required. Without RCM's prior written consent, Client will not in any manner or form disclose, provide or otherwise make available to any third parties, in whole or in part, this Agreement or any term thereof.
22. SUCCESSORS IN INTEREST - This Agreement shall be binding not only upon the parties hereto, but also upon the heirs, personal representatives, successors, and assignees and the parties agree for themselves and their heirs, personal representatives and assignees to execute any instruments in writing which may be necessary to properly carry out the purpose of this Agreement.

Client understands and recognizes that all of Agency employees are data processing specialists and constitute valuable assets to Agency. Customer will not, during the term of this Agreement, directly or indirectly, hire or offer to hire any employee of Agency without the prior written consent of Agency.

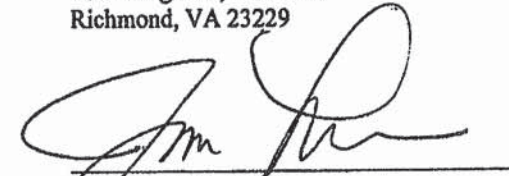
Agency shall not be responsible for failure to fulfill its obligations under this agreement due to causes beyond its control. Except as assignment is prohibited hereunder, this Agreement shall be binding upon the parties hereto and their respective heirs, beneficiaries, legal representatives, personal representatives, successors and assigns.

Client and Agency agree to abide by the terms of an executed Business Associate Agreement in conjunction with this Agreement.

CONTRACT FOR PROFESSIONAL FEE BILLING SERVICES CONTINUED:  
Page 4 of 4

This Agreement entered between Clarksdale Regional Physicians, LLC and Revenue Cycle Management, LLC is to be a binding contract for services provided by Revenue Cycle Management, LLC and has been agreed upon by the above stated parties.

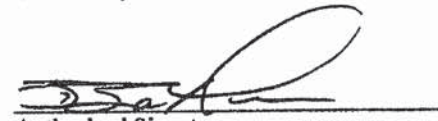
REVENUE CYCLE MANAGEMENT, LLC  
8814 Fargo Rd, Suite 105  
Richmond, VA 23229

  
\_\_\_\_\_  
Authorized Signature  
James Larsen  
Printed Name

Vice President  
Title

August 13, 2018  
Date

CLARKSDALE REGIONAL PHYSICIANS, LLC  
Curae Health, Inc.  
1970 Hospital Drive  
Clarksdale, MS 38614

  
\_\_\_\_\_  
Authorized Signature  
Joel Southern  
Printed Name

CEO  
Title

8/15/2018  
Date

PO Box 71807, Richmond, VA 23255-1807 T: (877) 794-2284 F: (804) 612-5201





## CONTRACT FOR PROFESSIONAL FEE BILLING SERVICES

THIS AGREEMENT is being entered into and executed by and between Revenue Cycle Management, LLC, a Virginia corporation, hereinafter called "Agency" and Clarksdale HMA, LLC, d/b/a Northwest Mississippi Regional Medical Center, Clarksdale, MS, referred to as "Client" effective August 1<sup>st</sup>, 2013.

WHEREAS, Agency is desirous of providing Anesthesia/CRNA accounts receivable management and Professional Fee management services for Client;

WHEREAS, Client is desirous of having its Anesthesia/CRNA accounts receivable management and Professional Fee management services performed by Agency commencing with 08/01/2013 service dates.

This contract supersedes any and all Clarksdale HMA, LLC accounts receivable management and Professional Fee management service agreements for Maha Wasef, MD and CRNA's through Medical Data Systems, Inc.

NOW, THEREFORE, it is mutually agreed as follows

1. Client shall make available to Agency of all pertinent claim data and necessary patient/guarantor billing information including, but not limited to, patient/guarantor demographic data, charge source data, procedure interpretation, reports and such other procedure organization records such as daily log sheets.
  - a. Agency requests access to the Client ADT System remotely.
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5. Agency will pursue patient/guarantor's account responsibility and will send up to three (3) statements to patient/guarantor accounts prior to classifying the account(s) as bad debt, unless other arrangements are agreed upon.
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CONTRACT FOR PROFESSIONAL FEE BILLING SERVICES CONTINUED:

Page 2 of 4

reconciliation purposes. Agency does not receive payments for client and does not negotiate checks payable to client. Client receives all payments for services rendered directly.

9. Confidentiality/Business Office Records/Data Processing Media/Medical Records: Agency acknowledges a patient/guarantor's medical billing information is confidential and will not disclose such information, either directly or indirectly. Also, Agency will not use said information for any purpose except as required to perform services described in this agreement.

10. Client will accept all usual and customary and/or contractual adjustments for all payers except those listed below:

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11. Any changes made in reference to Item 9 must be made in writing and will not be effective until signed and confirmed by Agency.
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  - c. Agency will then complete only those sections which are applicable. Agency will then forward the provider enrollment packet(s) to Client which will be noted and point out where signatures are necessary and which sections are required to be completed by Client or provider.
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CONTRACT FOR PROFESSIONAL FEE BILLING SERVICES CONTINUED:

Page 3 of 4

also be terminated immediately upon written notice in the event of bankruptcy, insolvency or loss of business license.

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19. **MUTUAL INDEMNITY** - The Agency agrees to indemnify and hold the Client harmless against any and all liability, cost, and expenses, including attorney's fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants or employees of the Agency during the term of this Agreement. Conversely, the Client agrees to indemnify and hold the Agency harmless against any and all liability, cost and expenses, including attorney's fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants or employees of the Client.
20. **ENTIRE AGREEMENT** - This Agreement contains the complete understanding between the parties and supersedes any prior understandings or Agreements between them respecting the subject matter. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties.
21. **CONFIDENTIALITY**: Client acknowledges that the systems and procedures employed by RCM in providing the services are confidential and the sole property of RCM. Client agrees not to disclose to any person or entity other than RCM any information it receives concerning systems, procedures, fee /pricing, RCM's business practices or other secrets or confidential information of RCM. RCM agrees not to disclose to any person or entity not affiliated with MRCM any information about Client or other confidential information regarding Client's accounts, except as required to provide the services under this Agreement, or as otherwise legally required. Without RCM's prior written consent, Client will not in any manner or form disclose, provide or otherwise make available to any third parties, in whole or in part, this Agreement or any term thereof.
22. **SUCCESSORS IN INTEREST** - This Agreement shall be binding not only upon the parties hereto, but also upon the heirs, personal representatives, successors, and assignees and the parties agree for themselves and their heirs, personal representatives and assignees to execute any instruments in writing which may be necessary to properly carry out the purpose of this Agreement.

Client understands and recognizes that all of Agency employees are data processing specialists and constitute valuable assets to Agency. Customer will not, during the term of this Agreement, directly or indirectly, hire or offer to hire any employee of Agency without the prior written consent of Agency.

Agency shall not be responsible for failure to fulfill its obligations under this agreement due to causes beyond its control. Except as assignment is prohibited hereunder, this Agreement shall be binding upon the parties hereto and their respective heirs, beneficiaries, legal representatives, personal representatives, successors and assigns.

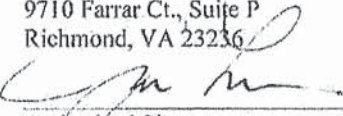
Client and Agency agree to abide by the terms of an executed Business Associate Agreement in conjunction with this Agreement.

CONTRACT FOR PROFESSIONAL FEE BILLING SERVICES CONTINUED:

Page 4 of 4

This Agreement entered between Clarksdale HMA, LLC and Revenue Cycle Management, LLC is to be a binding contract for services provided by Revenue Cycle Management, LLC and has been agreed upon by the above stated parties.

REVENUE CYCLE MANAGEMENT, LLC  
9710 Farrar Ct., Suite P  
Richmond, VA 23236

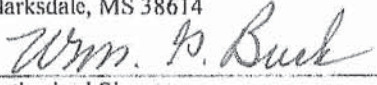
  
Authorized Signature

James Larsen  
Printed Name

Vice President  
Title

July 16, 2013  
Date

Clarksdale HMA, LLC  
1970 Hospital Drive  
Clarksdale, MS 38614

  
Authorized Signature

William G. Buck  
Printed Name

CEO  
Title

July 16, 2013  
Date

P.O. Box 36489, Richmond, VA 23235-8010 T: (877) 794-2284 F: (804) 545-0652



# 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):**

<i>Creditor:</i> (6822357)	<b>Claim No:</b> 192	<i>Status:</i>
REVENUE CYCLE	<i>Original Filed</i>	<i>Filed by:</i> CR
MANAGEMENT LLC	<i>Date:</i> 01/15/2019	<i>Entered by:</i> Intake2
RCM LLC	<i>Original Entered</i>	<i>Modified:</i>
8814 FARGO RD STE 105	<i>Date:</i> 01/15/2019	
HENRICO VA 23229		

Amount claimed: \$18777.72

*History:*

[Details](#)    [192-](#) 01/15/2019 Claim #192 filed by REVENUE CYCLE MANAGEMENT LLC, Amount claimed:  
                   [1](#)                                \$18777.72 (Intake2)

*Description:* (192-1) SERVICES PERFORMED MEDICAL BILLING

*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>	\$18777.72
<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>		