## Fill in this information to identify the case:

Debtor 1 Curae Health Inc.

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE Case number: 18–05665

FILED U.S. Bankruptcy Court

MIDDLE DISTRICT OF TENNESSEE

1/17/2019

MATTHEW T. LOUGHNEY, Clerk

# 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 Clair	m			
1.Who is the current creditor?	Methodist Healthcare – Memphis Hospitals, Inc.			
	Name of the current creditor (the person or entity to b	pe paid for this claim)		
	Other names the creditor used with the debtor	Methodist Healthcare		
2.Has this claim been acquired from someone else?	<ul> <li>✓ No</li> <li>☐ Yes. From whom?</li> </ul>			
3.Where should notices	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)		
and payments to the creditor be sent?	Methodist Healthcare – Memphis Hospitals, In			
Federal Rule of	Name	Name		
Bankruptcy Procedure (FRBP) 2002(g)	c/o James E. Bailey III 6075 Poplar Avenue Suite 500 Memphis, TN 38119			
	Contact phone	Contact phone		
	Contact email jeb.bailey@butlersnow.com	Contact email		
	Uniform claim identifier for electronic payments in o	hapter 13 (if you use one):		
4.Does this claim amend one already filed?	<ul> <li>☑ No</li> <li>☑ Yes. Claim number on court claims registry (</li> </ul>	if known) Filed on		
		MM / DD / YYYY		
5.Do you know if anyone else has filed a proof of claim for this claim?	Yes Who made the earlier filing?			
Official Form 410	Proof of Cla	im page 1		

Part 2: Give Information	Abou	It the Claim as of the Date t	the Case Was Filed	
6.Do you have any number you use to identify the debtor?	$\mathbf{Y}$	No Yes. Last 4 digits of the debtor's a	ccount or any number you us	e to identify the debtor:
7.How much is the claim?	\$		🗹 No	de interest or other charges?
		L	Yes. Attach statemer other charges require	it itemizing interest, fees, expenses, or d by Bankruptcy Rule 3001(c)(2)(A).
8.What is the basis of the claim?	dea Ban	mples: Goods sold, money lo th, or credit card. Attach reda kruptcy Rule 3001(c). t disclosing information that i	cted copies of any docu	erformed, personal injury or wrongful ments supporting the claim required by h as healthcare information.
	Ser	vices Performed under Preve	entative Maintenance an	d Service Agreement
9. Is all or part of the claim secured?		Yes. The claim is secured by Nature of property: Real estate. If the clain	m is secured by the deb	tor's principal residence, file a <i>Mortgage</i> al Form 410–A) with this <i>Proof of Claim</i> .
		Basis for perfection:		
		Attach redacted copies of d interest (for example, a mor document that shows the lie	rtgage, lien, certificate o	now evidence of perfection of a security f title, financing statement, or other orded.)
		Value of property:	\$	
		Amount of the claim that secured:	is <sub>\$</sub>	
		Amount of the claim that unsecured:	is <u>\$</u>	(The sum of the secured and unsecured amounts should match the amount in line 7.)
		Amount necessary to cur date of the petition:	e any default as of the	\$
		Annual Interest Rate (whe	en case was filed)	%
		<ul><li>Fixed</li><li>Variable</li></ul>		
10.Is this claim based on a lease?		No Yes. <b>Amount necessary t</b> o	o cure any default as c	f the date of the petition.\$
11.Is this claim subject to a right of setoff?		No Yes. Identify the property:		
Official Form 410		Pro	oof of Claim	page 2

12.Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	$\mathbf{N}$	No Yes. <i>Check all that apply</i> :		Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example	<b>`</b>	Domestic support obliga under 11 U.S.C. § 507(a	tions (including alimony and child support) )(1)(A) or (a)(1)(B).	) \$
in some categories, the law limits the amount entitled to priority.	,	Up to \$2,850* of deposit property or services for p U.S.C. § 507(a)(7).	s toward purchase, lease, or rental of personal, family, or household use. 11	\$
		180 days before the ban	missions (up to \$12,850*) earned within kruptcy petition is filed or the debtor's er is earlier. 11 U.S.C. § 507(a)(4).	\$
		Taxes or penalties ower 507(a)(8).	to governmental units. 11 U.S.C. §	\$
		Contributions to an emp	loyee benefit plan. 11 U.S.C. § 507(a)(5).	\$
		□ Other. Specify subsection	n of 11 U.S.C. § 507(a)(_) that applies	\$
		* Amounts are subject to adjustm of adjustment.	ent on 4/01/19 and every 3 years after that for case	es begun on or after the date
Part 3: Sign Below				
The person completing this proof of claim must	Che	ck the appropriate box:		
sign and date it. FRBP 9011(b).		I am the creditor.		
	$\checkmark$	I am the creditor's attorney	or authorized agent.	
If you file this claim electronically, FRBP		I am the trustee, or the deb	tor, or their authorized agent. Bankruptcy	Rule 3004.
5005(a)(2) authorizes courts to establish local rules		I am a guarantor, surety, er	ndorser, or other codebtor. Bankruptcy Ru	le 3005.
specifying what a signature is.	l und the a	erstand that an authorized signatu mount of the claim, the creditor ga	re on this Proof of Claim serves as an acknowledg ve the debtor credit for any payments received tow	ment that when calculating vard the debt.
A person who files a fraudulent claim could be		e examined the information in this correct.	Proof of Claim and have a reasonable belief that the	ne information is true
fined up to \$500,000, imprisoned for up to 5 years, or both.		lare under penalty of perjury that t	ne foregoing is true and correct.	
18 U.S.C. §§ 152, 157 and 3571.	Exe	cuted on date 1/17/20	19	
		MM / DE	)/YYYY	
	/s/ ]	lames E. Bailey III		
	Sian	ature		
	0		o is completing and signing this claim:	
	Nar			
	Inai		James E. Bailey III	
	<b>T</b> :41		First name Middle name Last name	
	Title	<del>)</del>	Attorney	
	Cor	npany	Butler Snow LLP	
	A .I .		Identify the corporate servicer as the company if t servicer	he authorized agent is a
	Add	lress	6075 Poplar Avenue, Suite 500	
			Number Street	
			Memphis, TN 38	
			City State ZIP Code	
	Cor	ntact phone (901) 680-73	<b>—</b> 1	ersnow.com
		· /		

Official Form 410

Proof of Claim

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION

In re:	)	
	)	Chapter 11
Curae Health, Inc., <i>et al.</i> <sup>1</sup>	)	Case No. 18-05665
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37291	)	-
Debtors.	)	Jointly Administered

## **ADDENDUM TO PROOF OF CLAIM**

1. Methodist Healthcare – Memphis Hospitals, Inc. ("<u>Methodist</u>") hereby submits this addendum to its proof of claim (together, the "<u>Proof of Claim</u>") against the Debtor.

2. The Court established January 21, 2019 as the "Bar Date" to assert any claims against the Debtors. As more fully described herein, Methodist submits this Proof of Claim for amounts and other obligations that are owed or may be owed under that certain Preventative Maintenance & Service Agreement dated as of May 10, 2017 (the "<u>Contract</u>"), all such obligations being the "<u>Claim</u>".

3. Certain supporting documents relating to the Claim are incorporated by reference into this Proof of Claim. Methodist is attaching hereto certain pertinent documentation which is hereby incorporated into this Proof of Claim by reference. The descriptions provided herein are summaries of the underlying Claim and documentation supporting the Claim, and the failure to reference any specific provision within such documentation shall not constitute a waiver by Methodist as to the contents therein.

<sup>&</sup>lt;sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044);

Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

4. Methodist asserts an unsecured Claim in the amount of \$85,291.45.

#### **Reservation of Rights**

5. Methodist does not waive or release, and expressly reserves, all rights and remedies at law or in equity that it has or may have against the Debtor and/or any other person or entity.

6. Methodist reserves the right to amend, modify, supplement, reclassify, or otherwise revise this Proof of Claim at any time and in any respect, including, without limitation, as necessary or appropriate to amend, quantify or correct amounts, to provide additional detail regarding the Claim set forth herein, to fix the amount of any contingent and/or unliquidated part of the Claim, to assert additional grounds for any of the Claim, or to reflect any and all additional claims of whatever kind or nature that Methodist has or may have against the Debtor, including, without limitation, any claims arising after the commencement date of this chapter 11 case.

7. The execution and filing of this Proof of Claim is not and shall not be deemed any of the following: (i) a waiver of any rights or remedies of Methodist under any agreement or applicable law; (ii) a waiver of any right to assert that the security or priority of any Claim asserted herein is that of an administrative expense, an unsecured claim, a secured claim, or a priority claim in this case; (iii) a waiver of the right to challenge the jurisdiction of this Court, with respect to the subject matter of the Claims asserted herein, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in this case against or otherwise involving Methodist; (iv) a waiver or release by Methodist of its right to trial by jury or a consent by Methodist to a trial by jury in this Court or any other court; (v) a consent to the entry by this Court of a final judgment with respect to the Claim asserted herein or any other matter; (vi) an election of remedies that waives or otherwise affects any other remedy; (vii) a waiver or release of Methodist's claims or rights against any other entity or person that

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Case 3:18-bk-05665 Claim 217-1 Part 2 Filed 01/17/19 Desc Attachment 1 Page 2 of 15 may be liable for all or any part of the Claim or any matters related to the Claim; and/or (viii) a waiver of any right related to any plan proposed by the Debtor. Neither this Proof of Claim nor any of its contents shall be deemed or construed as an acknowledgement or admission of any liability or obligation on the part Methodist. Methodist specifically reserves all of its defenses and rights, procedural and substantive, including, without limitation, its rights with respect to any claim that may be asserted against Methodist or any of its affiliates, by the Debtor or any other party.

8. Methodist reserves all rights with respect to any and all claims under the Contract, including with respect to setoff, recoupment, or otherwise.

9. Although Methodist is not aware of any other entity filing a proof of claim relating to Methodist's claims set forth herein. Nothing contained in this Proof of Claim is intended to, or shall, waive, amend, or modify any rights of Methodist preserved by or asserted through (whether directly or indirectly) any proof of claim filed by any person with respect to the Claim asserted by Methodist.

#### **Right of Setoff**

10. Methodist reserves all rights of setoff and recoupment that it may have. To the extent the Debtor asserts any claim against Methodist, Methodist shall have a claim to the extent of its right of setoff under section 553 of the Bankruptcy Code against such claim with respect to the Claim asserted herein and any amendments thereto.

#### **<u>Claims Arising on or after the Petition Date</u>**

11. The filing of this Proof of Claim does not waive, alter, or otherwise affect any rights Methodist may have with respect to any claims created or otherwise arising on or

3 Case 3:18-bk-05665 Claim 217-1 Part 2 Filed 01/17/19 Desc Attachment 1 Page 3 of 15 subsequent to the Petition Date that are entitled to administrative priority. Methodist expressly reserves its right to file any and all such claims or similar claims at the appropriate time.

# **INDEX OF ATTACHMENTS**

- 1. Preventative Maintenance & Service Agreement dated as of May 10, 2017 (the "Contract")
- 2. Invoice Summary
- 3. Additional Invoice

45733715.v1

## PREVENTATIVE MAINTENANCE & SERVICE AGREEMENT

THIS AGREEMENT, made at Memphis, Tennessee, the \_\_10th\_\_\_\_ day of \_\_\_\_\_\_\_, 2017, by and between Methodist Healthcare – Memphis Hospitals, a not-for-profit corporation, hereinafter referred to as "METHODIST", and Panola Medical Center, hereinafter referred to as "PANOLA".

#### WITNESSETH:

WHEREAS, PANOLA operates a healthcare facility in Mississippi, and requires biomedical labor for preventative maintenance service of all non-imaging medical equipment. These devices will be subject to preventative maintenance per METHODIST's medical equipment management policies and procedures, and METHODIST possesses the equipment, personnel and knowledge required to provide service to PANOLA; and

WHEREAS, METHODIST desires to share its personnel and services in order to assist PANOLA with this service;

THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- I. Services to be Provided
  - A. METHODIST will provide personnel and equipment to provide equipment repairs and maintenance on a periodic basis for PANOLA. The schedule of services and costs are attached as shown on <u>Exhibit A</u>, made a part hereof.
  - B. METHODIST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR USE OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE GOODS AND SERVICES PROVIDED TO PANOLA HEREUNDER. THE SOLE LIABILITY OF METHODIST, AND THE EXCLUSIVE REMEDY OF PANOLA, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE VALUE OF THE GOODS OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL METHODIST BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- II. PANOLA's Responsibilities
  - A. PANOLA agrees METHODIST has the right to have access to its facilities and equipment, and to provide repair and maintenance services for PANOLA during the term of this Agreement.

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- B. PANOLA's personnel shall be available on a timely basis, if requested or needed, to assist the personnel in unloading and loading equipment and supplies for testing.
- C. PANOLA shall designate one officer or employee to serve as contact or liaison between PANOLA and METHODIST. A representative of PANOLA and of METHODIST shall meet at least quarterly for the purpose of detecting and correcting problems concerning services provided hereunder.
- D. PANOLA agrees to provide a designated parking space located near the entrance to its facility at no charge to Methodist or its personnel.
- E. PANOLA shall indemnify, defend and hold METHODIST harmless for any and all liabilities, claims, demands or causes of action for injury or death to persons, damage to property, or economic loss (including all costs and attorneys' fees incurred in defending any claim, demand, or cause of action) arising out of or resulting from the execution or performance of this Agreement and from any act or omission on the part of PANOLA and/or it agents or employees.

#### III. Compensation and Related Provisions

Fees will be paid according to the terms and conditions of <u>Exhibit A</u>, attached hereto and made a part hereof.

Price protection will be guaranteed for the first twelve (12) months of the agreement. Following the initial twelve month period, and upon renewal of this agreement, price increases may occur upon Methodist providing at least ten (10) days' prior written notice to PANOLA.

- B. <u>Federal Government Access</u>. To the extent required by Section 1861 (v)(1)(I) of the Federal Social Security Act:
  - 1. Until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, METHODIST shall make available, upon written request, to PANOLA, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Agreement, books, documents, and records of METHODIST that are necessary to certify the nature and extent of the costs claimed to Medicare with respect to the services provided under this Agreement.
  - 2. If METHODIST carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$20,000 or more, over a twelve (12) month period, with a related organization, METHODIST agrees to make available, upon written request, to PANOLA the Secretary of Health and

Human Services, or the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents, and records of such related organization that are necessary to verify the nature and extent of the costs claimed to Medicare with respect to the services provided under this Agreement.

## IV. Miscellaneous Provisions

- A. <u>Term and Termination</u>. The initial term of this Agreement shall be for a period of three (3) years, commencing on the 10th day of May, 2017, and ending the 9th day of May, 2020, and may renew on a year-to-year basis thereafter upon agreement of the parties. Either party may terminate this Agreement at any time after the first twelve (12) months, without cause, breach, or penalty upon providing the other with at least ninety (90) days' prior notice in writing.
- B. <u>Modifications</u>. Mutually agreed upon changes to the Agreement will be submitted in writing, signed by both parties and dated.
- C. <u>Non-Waiver of Rights</u>. The failure of METHODIST to enforce at any time any of the provisions herein or to exercise any option which is provided herein, or to fail to require at any time performance by PANOLA of any of the provisions of this Agreement shall not constitute a waiver. Any and all waivers of any portion of this Agreement by METHODIST must be in writing and made by an authorized representative of METHODIST. No oral waiver by METHODIST shall be binding.
- D. <u>Merger</u>. This written contract contains the entire integrated agreement between the parties. Neither party has relied on any prior or contemporaneous representations, either oral or written, that are not contained in this Agreement.
- E. <u>Severability</u>. In the event any one or more of the provisions of this Agreement for any reason shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall be unaffected thereby.
- F. <u>Choice of Law</u>. Any and all questions related to the execution and terms of this Agreement shall be governed by the laws of the State of Tennessee, and any disputes arising from the execution or performance of this Agreement shall be adjudicated in a court of competent jurisdiction in Memphis, Shelby County, Tennessee.
- G. <u>Notices</u>. Any notice required to be given or sent pursuant to the terms and provisions of the Agreement shall be in writing, and either may be delivered personally or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses

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which follow, or to such other address as the parties may hereafter designate in writing:

METHODIST ADDRESS:	PANOLA MEDICAL CENTER ADDRESS:
1265 Union Avenue	303 Medical Center Drive
Memphis, TN 38104	Batesville, MS 38606
Attn: Jeremy Cook	Attn: Vincent D. Brummett
Clinical Engineering	

In the absence of clear and convincing evidence overcoming such presumption, a mailed notice sent pursuant to the above shall be deemed received by the party to whom sent on the third business day next following the date of mailing.

- H. <u>Section/Headings</u>. The headings of sections contained herein are for convenience only and do not and shall not, expressly or by implication, limit, define, extend or construe the terms, provisions, or any part of the contents of such sections.
- I. <u>Medicare Warranties</u>. It is the policy of Methodist Le Bonheur Healthcare ("MLH") and its subsidiaries not to contract or have business relationships with individuals or entities that have been excluded from federal healthcare programs by the U.S. Department of Health and Human Services Office of Inspector General, and to routinely verify that an individual or entity with which it contracts or does business has not been excluded from federal healthcare programs. PANOLA hereby agrees that if it is excluded from participation in federal healthcare programs, it will immediately notify METHODIST in writing of such exclusion, and agrees that it shall, within thirty (30) days of written demand, reimburse METHODIST for any and all refunds or repayments METHODIST is required to make to the federal healthcare programs, and also reimburse METHODIST for any and other losses, costs, expenses, or damages it has incurred or suffered due to the exclusion.

PANOLA agrees that it has an affirmative obligation to verify whether any of its employees or subcontractors have been excluded from federal healthcare programs and warrants that it will routinely verify their status and will immediately notify METHODIST in writing if it determines that any of its employees or subcontractors utilized to perform services pursuant to this Agreement have been excluded from federal healthcare programs. PANOLA agrees that if METHODIST learns that PANOLA or any employee or subcontractor of PANOLA utilized to perform services pursuant to this Agreement has been excluded from participation in federal healthcare programs, METHODIST may immediately terminate, without penalty, this Agreement and any other contracts or business arrangements it has with PANOLA upon written notice to PANOLA. Alternatively, at Methodist's option, PANOLA shall remove and replace any such excluded employee or subcontractor from performing services pursuant to this Agreement. In either event, PANOLA shall, within thirty (30) days of written demand, reimburse METHODIST for any and all refunds or repayments METHODIST is required to make to the federal healthcare programs, and also reimburse METHODIST for any and other losses, costs, expenses, or damages it has incurred or suffered due to the use by PANOLA of the excluded employee or subcontractor to perform services pursuant to this Agreement.

J. PANOLA agrees to cooperate with any corporate compliance program now or hereafter instituted by Methodist or its affiliates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the signatures of their duly authorized representatives on the date and year first above written.

METHODIST HEALTHCARE -	PANOLA MEDICAL CENTER
MEMPHIS HOSPITALS	
Ву:	By: Jai lison
Name: Jevenn/ Call	Name: JRAJIS SISSON
Title: Senior Director of SupplyC	tratien (EO
1.1	

\DATA\LGL\mhmh\PANOLA Service Agr 051017/cr

## EXHIBIT A

## PANOLA BIOMEDICAL ENGINEERING PROPOSAL FOR IMAGING EQUIPMENT SERVICE

- 1. Imaging Engineering equipment (PM & Service listed below) with time and materials service option additional as requested. This option provides preventative fixed labor cost for preventative maintenance of all Imaging medical equipment within the Panola Medical Center (excludes preventative maintenance parts or service issues discovered in the course of providing preventative maintenance on medical devices). The cost of this service (preventative maintenance & service) is the first 11 months with a 12th payment of for the year to be invoiced on the first day of each month of service provided.
- 2. Provide a fixed hourly rate for service cost for each event/call per the following:
  - Fix service hourly rate at \$\_\_\_\_\_ an hour;
  - Minimum 2 hour per service event;
  - Minimum 1 hour travel time per trip to site.

Upon completion of service repair, invoices will be net (45) days from date of invoice. Any invoice outstanding after thirty (30) days following the net terms will be subject to a 10% late charge.

- 3. Service and preventative maintenance parts ordered through METHODIST Parts Sourcing department will be up-charged 10% of part value per part,(excluding Imaging Parts for systems listed below) order not to exceed \$500.00 per same vendor parts order. Shipping part cost will be added to the cost after up-charged is calculated with no upcharge.
- 4. Service hour requests may be made Monday through Friday, 8:00 a.m. to 5:00 p.m.(normal business hours) excluding holidays, subject to the rates of Section (2) above.
- 5. Emergency service coverage (after normal business hours) is available at a labor charge of an hour, minimum two (2) hours labor, one (1) hour travel at that rate.

Imaging Equipment Service List Attached

System ID#	Device Category	Manufacturer	Model	Quoted Cost	Services
XMB002	Portable X-Ray	GE	AMX 4 Plus		Call Center
					• FE Onsite Response: 24 hours
					Labor Kate
					<ul> <li>No Upcharge on Parts</li> </ul>
					<ul> <li>Parts Shipping: Next Day</li> </ul>
					<ul> <li>PM Coverage: M-F 8-5</li> <li>Tube Cost</li> </ul>
CRNCED	DD Svictam	Vanias	Aaro Controllor		• Call Canter
SUNUES	maiske vict	NULLCA	VEID COININITE		
					• PE Coverage: NI-P 8-5
					<ul> <li>FE Onsite Response: 4 hours</li> </ul>
					<ul> <li>PM Coverage: M-F 8-5</li> </ul>
					<ul> <li>Parts Shipping: Next Day</li> </ul>
					Uptime Commitment: 95%
SKNGEI	DR System	Konica	Aero Detector		Call Center
					<ul> <li>FE Coverage: M-F 8-5</li> </ul>
					<ul> <li>FE Onsite Response: 4 hours</li> </ul>
					• PM Coverage: M-F 8-5
					<ul> <li>Parts Shipping: Next Day</li> </ul>
					<ul> <li>Uptime Commitment: 95%</li> </ul>
					<ul> <li>Drop Coverage: Deductable</li> </ul>
XRA802	RAD System	GE	Proteus		Call Center
					• FE Onsite Response: 24 hours
					<ul> <li>Labor Rate</li> </ul>
					<ul> <li>No Upcharge on Parts</li> </ul>
					<ul> <li>Parts Shipping: Next Day</li> </ul>
				a	<ul> <li>PM Coverage: M-F 8-5</li> </ul>
					<ul> <li>Tube Cost:</li> </ul>
X&Y501	Dental X-Ray	Progeny	JB70		Call Center
					<ul> <li>FE Coverage: M-F 8-5</li> </ul>
					<ul> <li>FE Onsite Response: 4 hours</li> </ul>
					<ul> <li>PM Coverage: M-F 8-5</li> </ul>
					<ul> <li>Parts Shipping: Next Day</li> </ul>
					• Uptime Commitment: 97%
					• Tube Cost:

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SME047 C NGS005 N	Contrast Injector		)	No Coverage
	Contrast Injector			
	Contrast Injector			• STO Labor Rate
	Contrast Injector			<ul> <li>No Upcharge on Parts</li> </ul>
		Medrad	Stellant	Call Center
				• FE Onsite Response: 24 hours
				<ul> <li>FE Coverage: M-F 8-5</li> </ul>
				<ul> <li>PM Coverage: M-F 8-5</li> </ul>
				<ul> <li>No Upcharge on Parts</li> </ul>
				Parts Shipping: Next Day
	Nuclear Camera	GE	Millennium MG	Call Center
				FE Onsite Response: 24 hours
				<ul> <li>\$150 Labor Rate</li> </ul>
				<ul> <li>No Upcharge on Parts</li> </ul>
				<ul> <li>Parts Shipping: Next Day</li> </ul>
				<ul> <li>PM Coverage: M-F 8-5</li> </ul>
CGS071 C	CT Scanner	GE	Lightspeed VCT	Call Center
				FE Onsite Response: 6 hours
				<ul> <li>FE Coverage: M-F 8-5</li> </ul>
				<ul> <li>PM Coverage: M-F 8-5</li> </ul>
				<ul> <li>Parts Shipping: Next Day</li> </ul>
				<ul> <li>Tube Included</li> </ul>
				<ul> <li>Uptime Commitment: 95%</li> </ul>
NX3FPR W	Workstation	GE	Xeleris WS 3.x	Call Center
				FE Onsite Response: 24 hours
				<ul> <li>FE Coverage: M-F 8-5</li> </ul>
				<ul> <li>PM Coverage: M-F 8-5</li> </ul>
				<ul> <li>Parts Shipping: Next Day</li> </ul>
				Uptime Commitment: 95%
ULOE9X D	Diagnostic Ultrasound	GE	Logiq E9	Call Center
				• FE Onsite Response: 24 hours
				<ul> <li>PM Coverage: M-F 8-5</li> </ul>

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<ul> <li>I Probe Replacement</li> <li>\$150 Labor Rate</li> <li>No Upcharge on Parts</li> <li>Parts Shipping: Next Day</li> </ul>	<ul> <li>Call Center</li> <li>FE Onsite Response: 24 hours</li> <li>PM Coverage: M-F 8-5</li> <li>\$150 Labor Rate</li> <li>No Upcharge on Parts</li> <li>Parts Shipping: Next Day</li> <li>Tube Cost:</li> </ul>	<ul> <li>Call Center</li> <li>FE Onsite Response: 24 hours</li> <li>PM Coverage: M-F 8-5</li> <li>\$150 Labor Rate</li> <li>No Upcharge on Parts</li> <li>Parts Shipping: Next Day</li> <li>Tube Cost:</li> </ul>	Total Imaging Service Cost CENTER
			PANOLA MEDICAL CENTER
	2	1 500D	PANOL
	9900 Elite	Precision 500D	
	OEC/GE	Œ	
	C-Arm	R&F System	METHODIST HEALTHCARE -
	XMS582	X#400C	METHODIST

of Supply Chair Jirecto MEMPHIS HOSPITALS Name: Jerpun Title: Sewidr By:

RAMS Name: Title:

By:

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Case 3:18-bk-05665

Claim 217-1 Part 2 Filed 01/17/19 13 of 15

Desc Attachment 1 Page

Faciltiy	Invoice#	Date	Amount	Bal	ance	Paid
Panola Medical Center	PMC0001	5/10/2017	\$5,919	)	\$0	Х
Panola Medical Center	PMC0002	6/1/2017	\$8,341		\$0	Х
Panola Medical Center	PMC0003	7/1/2017	\$8,341		\$0	Х
Panola Medical Center	PMC0004	7/1/2017	\$750	)	\$0	Х
Panola Medical Center	PMC0005	7/1/2017	\$2,400	)	\$0	Х
Panola Medical Center	PMC0006	7/1/2017	\$1,050	)	\$0	Х
Panola Medical Center	PMC0007	8/1/2017	\$8,341		\$0	Х
Panola Medical Center	PMC0008	8/1/2017	\$900	)	\$0	Х
Panola Medical Center	PMC0009	8/1/2017	\$2,150	)	\$0	Х
Panola Medical Center	PMC0010	9/1/2017	\$8,341		\$0	Х
Panola Medical Center	PMC0011	10/1/2017	\$8,341		\$0	Х
Panola Medical Center	PMC0012	11/1/2017	\$8,341	-	\$0	х
Panola Medical Center	PMC0013	11/1/2017	\$300	)	\$0	Х
Panola Medical Center	PMC0014	11/1/2017	\$75	5	\$75	
Panola Medical Center	PMC0015	12/1/2017	\$7,841		\$3,932	
Panola Medical Center	PMC0016	12/1/2017	\$2,188	3	\$2,188	
Panola Medical Center	PMC0017	1/1/2018	\$ 8,091	\$	8,091	
Panola Medical Center	PMC0018	1/1/2018	\$ 450	\$	450	
Panola Medical Center	PMC0019	2/1/2018	\$ 8,091	\$	8,091	
Panola Medical Center	PMC0020	3/1/2018	\$ 8,091	\$	8,091	
Panola Medical Center	PMC0021	4/1/2018	\$ 8,091	\$	8,091	
Panola Medical Center	PMC0022	5/1/2018	\$ 8,091	\$	8,091	
Panola Medical Center	PMC0023	6/1/2018	\$ 8,091	\$	8,091	
Panola Medical Center	PMC0024	7/1/2018	\$ 8,091	\$	8,091	
Panola Medical Center	PMC0025	5/8/2018	\$ 8,550	\$	8,550	
Panola Medical Center	PMC0026	8/1/2018	\$ 8,091	\$	8,091	
		Balance Owed	1	\$	79,923	
				$\left  - \right $		
				$\left  \right $		



Invoice#	PMC0028	Invoice Date		08/24/18
Panola Medical	Center			
303 Medical Cer	nter Drive			
Batesville, MS 3	38606			
Attn: Robin Myr	ick			
robin.myrick@curae	health.org			
Imaging Service	e Coverage Per Co	ntract	\$	2,700.00
T&M Portable X	-Ray			
Issue: Fails Te	st 4 on Start Up			
18 hours @ \$15	0 an hour			
Parts Installed				
Batteries			\$	1,305.00
X-Ray Tube			\$	1,000.00
Cable			\$	52.20
Switch			\$	239.25
			1722	
<b>-</b>			\$	5,296.45
Total				

Please remit payment to:

Methodist Healthcare-Corporate Office Attn: Sue Waugh (98067 Revenue) 1211 Union Avenue, Suite 600 Memphis, TN 38104

# **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	e (Govt):	
<i>Creditor:</i> (6824375)	Claim No: 217	Status:	
Methodist Healthcare - Memphis	Original Filed	Filed by: CR	
Hospitals, Inc.	Date: 01/17/2019	Entered by: admin	
c/o James E. Bailey III	Original Entered	Modified:	

Date: 01/17/2019

Suite 500 Memphis, TN 38119

6075 Poplar Avenue

Amount claimed: \$85291.45

1

#### History:

Details

217- 01/17/2019 Claim #217 filed by Methodist Healthcare - Memphis Hospitals, Inc., Amount claimed: \$85291.45 (admin)

Description: 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>	\$85291.45
Total Amount Allowed*	

\*Includes general unsecured claims

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

	Claimed	Allowed
Secured		
Priority		
Administrative		