

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

Debtor 1 Batesville Regional Medical Center, Inc. d/b/a Panola Medical Center

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

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05665

# 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?** Mississippi Emergency Physician Services, 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. <b>Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>Lee B. Hart</u> Name Nelson Mullins Riley & Scarborough LLP 201 17th Street, NW, Suite 1700 Number Street <u>Atlanta GA 30363</u> City State ZIP Code Contact phone <u>(404) 322-6000</u> Contact email <u>lee.hart@nelsonmullins.com</u>	<u>Attn: Accounts Receivable</u> Name P.O. Box 677979 Number Street <u>Dallas TX 75267</u> City State ZIP Code Contact phone _____ Contact email _____
	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? \$ 560,187.86. 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.  
  
See Rider to Proof of Claim attached hereto.

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:

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 04/05/2019  
MM / DD / YYYY

\_\_\_\_\_  
Signature 

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

Name Sarah Catherine Herzog Crass  
First name Middle name Last name

Title General Counsel

Company Mississippi Emergency Physician Services, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 200 Corporate Blvd.  
Number Street

Lafayette LA 70508  
City State ZIP Code

Contact phone 337-609-1147 Email sarah\_crass@schumacherclinical.co

## EXHIBIT A

### Rider to Proof of Claim filed by Mississippi Emergency Physician Services, LLC

1. Mississippi Emergency Physician Services, LLC (“Claimant”), an affiliate of Schumacher Clinical Partners, files this proof of claim against Batesville Regional Medical Center, Inc. d/b/a Panola Medical Center (the “Debtor”)<sup>1</sup> in Case No. 18-05665 pending in the United States Bankruptcy Court for the Middle District of Tennessee (the “Bankruptcy Case”).

2. Claimant is the provider of certain services to Debtor under a certain Emergency Department Agreement, dated September 1, 2017, by and between Claimant and Debtor, as amended by that certain First Amendment to Emergency Department Agreement, effective as of October 3, 2017, and as further amended by that certain Second Amendment to Emergency Department Agreement, effective as of January 1, 2018 (collectively, the “Agreement”). The Agreement is confidential by its terms. A copy is available upon request to counsel for the Claimant and agreement of the Claimant and Debtor.

3. The Agreement was rejected by the Debtor pursuant to the *Agreed Order Regarding Emergency Hearing on the Status of Sale of Panola Medical Center and Panola Medical Center West* [Docket No. 845] (the “Agreed Order”), entered by the Court on March 7, 2019.

4. As of August 24, 2018 (the “Petition Date”), Debtor owed Claimant the amount of \$569,304.55 for services provided by the Claimant to the Debtor prior to the Petition Date under the Agreement (the “General Unsecured Claim”). Pursuant to the Agreed Order, the

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<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).

Debtors paid the amount of \$125,000 to Claimant. Accordingly, Claimant is owed \$444,304.55 under the Agreement for services provided to the Debtor pre-petition.

5. Debtor owes Claimant damages for the rejection of the Agreement in the aggregate amount of \$115,883.34 as provided under, *inter alia*, Section V. (B.) of the Agreement (the “Rejection Claim”).

### **Reservations of Rights**

6. Claimant and its affiliates reserve all rights with respect to amounts that are or may in the future be owing under the Agreement or any other contract.

7. Claimant reserves any and all rights with respect to the Agreement and any other contracts and agreements between Claimant and Debtor. Such rights include, without limitation, all rights with respect to any characterization of or failure to characterize the Agreement as executory and all rights with respect to the assumption and assignment thereof and cure payments made thereunder. Claimant reserves all rights to terminate the Agreement at any time pursuant to the terms thereof and subject to the provisions of applicable law.

8. Claimant reserves any and all rights with respect to the assertion and collection of amounts owed both pre and post-petition, including but not limited to for services rendered and the costs, legal expenses and attorney’s fees incurred in connection with the collection thereof, pursuant to 11 U.S.C. § 503(b), owing both as of the date hereof and as may be owed hereafter.

9. Claimant reserves the right to set off any claim set forth in this proof of claim against any claim that the Debtor, or any of its affiliates, or any of their estates, have or may assert against Claimant or any affiliates of Claimants, as permitted by the Bankruptcy Court or applicable law.

10. Claimant reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.

11. Claimant reserves the right to assert and file any and all additional claims of any kind or nature that it has or may hereafter have against the Debtor or any of its affiliates.

12. Claimant reserves all rights it has or may have in the future against the Debtor or any of its affiliates. This proof of claim is not intended as (a) a waiver or release of any rights of Claimant against the Debtor (or any of its affiliates) not asserted in this proof of claim, (b) a consent by Claimant to the jurisdiction or authority of this Court with respect to any matter not set forth herein or to this Court hearing, determining or entering orders or judgments in respect thereof in any proceeding, (c) a waiver of the right of Claimant to trial by jury in any proceedings so triable in the Bankruptcy Case of the Debtor or those of its affiliates or any controversy or proceedings related to the Bankruptcy Case or any bankruptcy case of the Debtor's affiliates, or (d) an election of remedies.

13. This proof of claim relates only to amounts owed under the Agreement and is not intended to replace or supersede any amounts scheduled by the Debtor or its affiliates in favor of Claimant or its affiliates under any other contracts.

14. The damages claimed in this proof of claim are for the purposes of making a claim against the Debtor. The Claimant reserves all rights to claim damages in any other amount and under any other theory as may become necessary and/or appropriate in any other forum.

15. All notices concerning this proof of claim should be sent to:

Lee B. Hart, Esq.  
Nelson Mullins Riley & Scarborough, LLP  
201 17<sup>th</sup> Street, NW, Suite 1700  
Atlanta, Georgia 30363  
*Attorneys for Mississippi Emergency Physician Services, LLP*

# 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):**

<p><i>Creditor:</i> (6884247)  Mississippi Emergency Physician Services, LLC  Frank Springer, FRP  300 South Park Road  Suite 4000  Hollywood, FL 33021</p>	<p><b>Claim No:</b> 270  <i>Original Filed</i>  Date: 04/08/2019  <i>Original Entered</i>  Date: 04/08/2019</p>	<p><i>Status:</i>  <i>Filed by:</i> CR  <i>Entered by:</i> WILLIAM WOODS  DRINKWATER  <i>Modified:</i></p>
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Amount claimed: \$560187.86

*History:*

[Details](#)    [270-1](#)    04/08/2019 Claim #270 filed by Mississippi Emergency Physician Services, LLC, Amount claimed: \$560187.86 (DRINKWATER, WILLIAM )

*Description:* (270-1) Pre-petition services provided and rejection claim damages

*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>	\$560187.86
<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>		