

Fill in this information to identify the case:Debtor 1 Batesville Regional Physicians, LLC

Debtor 2 _____

(Spouse, if filing)

United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEECase number: 18-05681

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 Claim

1. Who is the current creditor?	<u>Methodist Healthcare – Memphis Hospitals, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Methodist Healthcare</u>	
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)	Where should notices to the creditor be sent? <u>Methodist Healthcare – Memphis Hospitals, Inc.</u> Name c/o James E. Bailey III 6075 Poplar Avenue Suite 500 Memphis, TN 38119 Contact phone <u>(901) 680-7347</u> Contact email <u>jeb.bailey@butlersnow.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name Contact phone _____ Contact email _____
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? _____	

Official Form 410

Proof of Claim

page 1

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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	<div style="display: flex; justify-content: space-between;"><div>\$ 85291.45</div><div>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
8. What is the basis of the claim?	<p>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).</p> <p>Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p><u>Services Performed under Preventative Maintenance and Service Agreement</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</div> <div>Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <div>Basis for perfection: _____</div> <div>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.)</div> <div><div>Value of property:</div><div>\$ _____</div><div>Amount of the claim that is secured:</div><div>\$ _____</div><div>Amount of the claim that is unsecured:</div><div>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</div></div> <div><div>Amount necessary to cure any default as of the date of the petition:</div><div>\$ _____</div><div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</div>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	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.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u> </u>) 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 1/17/2019
MM / DD / YYYY

/s/ James E. Bailey III
Signature

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

Name	<u>James E. Bailey III</u>		
	First name	Middle name	Last name
Title	<u>Attorney</u>		
Company	<u>Butler Snow LLP</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	<u>6075 Poplar Avenue, Suite 500</u>		
	Number Street		
	<u>Memphis, TN 38119</u>		
	City	State	ZIP Code
Contact phone	<u>(901) 680-7347</u>		Email <u>jeb.bailey@butlersnow.com</u>

**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> ¹)	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. (“Methodist”) hereby submits this addendum to its proof of claim (together, the “Proof of Claim”) 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 “Contract”), all such obligations being the “Claim”.

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.

¹ 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

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.

Claims Arising on or after the Petition Date

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

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 May, 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 Exhibit A, 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.

- 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 its agents or employees.

III. Compensation and Related Provisions

Fees will be paid according to the terms and conditions of Exhibit A, 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. Federal Government Access. 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. Term and Termination. 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. Modifications. Mutually agreed upon changes to the Agreement will be submitted in writing, signed by both parties and dated.
- C. Non-Waiver of Rights. 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. Merger. 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. Severability. 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. Choice of Law. 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. Notices. 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

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

METHODIST ADDRESS:

1265 Union Avenue
Memphis, TN 38104
Attn: Jeremy Cook
Clinical Engineering

PANOLA MEDICAL CENTER
ADDRESS:

303 Medical Center Drive
Batesville, MS 38606
Attn: Vincent D. Brummett

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. Section/Headings. 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. Medicare Warranties. 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 -
MEMPHIS HOSPITALS

PANOLA MEDICAL CENTER

By: 

By: 

Name: Jeremy Cole

Name: TRAVIS SISSON

Title: Senior Director of Supply Chain

Title: CEO

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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 [REDACTED] annually. Monthly payments of [REDACTED] for the first 11 months with a 12th payment of [REDACTED] 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 \$[REDACTED] 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 up-charge.
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 \$[REDACTED] 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		<ul style="list-style-type: none"> • Call Center • FE Onsite Response: 24 hours • Labor Rate • No Upcharge on Parts • Parts Shipping: Next Day • PM Coverage: M-F 8-5 • Tube Cost: [REDACTED]
SKNGE2	DR System	Konica	Aero Controller		<ul style="list-style-type: none"> • Call Center • FE Coverage: M-F 8-5 • FE Onsite Response: 4 hours • PM Coverage: M-F 8-5 • Parts Shipping: Next Day • Uptime Commitment: 95%
SKNGE1	DR System	Konica	Aero Detector		<ul style="list-style-type: none"> • Call Center • FE Coverage: M-F 8-5 • FE Onsite Response: 4 hours • PM Coverage: M-F 8-5 • Parts Shipping: Next Day • Uptime Commitment: 95% • Drop Coverage: [REDACTED] Deductable
XRA802	RAD System	GE	Proteus		<ul style="list-style-type: none"> • Call Center • FE Onsite Response: 24 hours • Labor Rate • No Upcharge on Parts • Parts Shipping: Next Day • PM Coverage: M-F 8-5 • Tube Cost: [REDACTED]
X&Y501	Dental X-Ray	Progeny	JB70		<ul style="list-style-type: none"> • Call Center • FE Coverage: M-F 8-5 • FE Onsite Response: 4 hours • PM Coverage: M-F 8-5 • Parts Shipping: Next Day • Uptime Commitment: 97% • Tube Cost: [REDACTED]

WNH430	Workstation	GE	Advantage 4.3		<ul style="list-style-type: none"> • Call Center • No Coverage • \$150 Labor Rate • No Upcharge on Parts
SME047	Contrast Injector	Medrad	Stellant		<ul style="list-style-type: none"> • Call Center • FE Onsite Response: 24 hours • FE Coverage: M-F 8-5 • PM Coverage: M-F 8-5 • No Upcharge on Parts • Parts Shipping: Next Day
NGS005	Nuclear Camera	GE	Millennium MIG		<ul style="list-style-type: none"> • Call Center • FE Onsite Response: 24 hours • \$150 Labor Rate • No Upcharge on Parts • Parts Shipping: Next Day • PM Coverage: M-F 8-5
CGS071	CT Scanner	GE	Lightspeed VCT		<ul style="list-style-type: none"> • Call Center • FE Onsite Response: 6 hours • FE Coverage: M-F 8-5 • PM Coverage: M-F 8-5 • Parts Shipping: Next Day • Tube Included • Uptime Commitment: 95%
NX3FPR	Workstation	GE	Xeleris WS 3.x		<ul style="list-style-type: none"> • Call Center • FE Onsite Response: 24 hours • FE Coverage: M-F 8-5 • PM Coverage: M-F 8-5 • Parts Shipping: Next Day • Uptime Commitment: 95%
ULOE9X	Diagnostic Ultrasound	GE	Logiq E9		<ul style="list-style-type: none"> • Call Center • FE Onsite Response: 24 hours • PM Coverage: M-F 8-5

XMS582	C-Arm	OEC/GE	9900 Elite		<ul style="list-style-type: none"> • 1 Probe Replacement • \$150 Labor Rate • No Upcharge on Parts • Parts Shipping: Next Day
					<ul style="list-style-type: none"> • Call Center • FE Onsite Response: 24 hours • PM Coverage: M-F 8-5 • \$150 Labor Rate • No Upcharge on Parts • Parts Shipping: Next Day • Tube Cost: [REDACTED]
X#400C	R&F System	GE	Precision 500D		<ul style="list-style-type: none"> • Call Center • FE Onsite Response: 24 hours • PM Coverage: M-F 8-5 • \$150 Labor Rate • No Upcharge on Parts • Parts Shipping: Next Day • Tube Cost: [REDACTED]
					Total Imaging Service Cost

METHODIST HEALTHCARE -
MEMPHIS HOSPITALS

By: [Signature]
Name: Jeremy Cook
Title: Senior Director of Supply Chain

PANOLA MEDICAL CENTER

By: [Signature]
Name: TATAS Sisson
Title: CEO

Facility	Invoice#	Date	Amount	Balance	Paid
Panola Medical Center	PMC0001	5/10/2017	\$5,919	\$0	X
Panola Medical Center	PMC0002	6/1/2017	\$8,341	\$0	X
Panola Medical Center	PMC0003	7/1/2017	\$8,341	\$0	X
Panola Medical Center	PMC0004	7/1/2017	\$750	\$0	X
Panola Medical Center	PMC0005	7/1/2017	\$2,400	\$0	X
Panola Medical Center	PMC0006	7/1/2017	\$1,050	\$0	X
Panola Medical Center	PMC0007	8/1/2017	\$8,341	\$0	X
Panola Medical Center	PMC0008	8/1/2017	\$900	\$0	X
Panola Medical Center	PMC0009	8/1/2017	\$2,150	\$0	X
Panola Medical Center	PMC0010	9/1/2017	\$8,341	\$0	X
Panola Medical Center	PMC0011	10/1/2017	\$8,341	\$0	X
Panola Medical Center	PMC0012	11/1/2017	\$8,341	\$0	X
Panola Medical Center	PMC0013	11/1/2017	\$300	\$0	X
Panola Medical Center	PMC0014	11/1/2017	\$75	\$75	
Panola Medical Center	PMC0015	12/1/2017	\$7,841	\$3,932	
Panola Medical Center	PMC0016	12/1/2017	\$2,188	\$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			\$ 79,923	



Invoice# PMC0028 Invoice Date 08/24/18

Panola Medical Center
303 Medical Center Drive
Batesville, MS 38606
Attn: Robin Myrick
robin.myrick@curaehealth.org

Imaging Service Coverage Per Contract	\$	2,700.00
T&M Portable X-Ray		
Issue: Fails Test 4 on Start Up		
18 hours @ \$150 an hour		
<u>Parts Installed</u>		
Batteries	\$	1,305.00
X-Ray Tube	\$	1,000.00
Cable	\$	52.20
Switch	\$	239.25
		<hr/>
	\$	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-05681 Batesville Regional Physicians, LLC](#)

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6824391)
Methodist Healthcare - Memphis
Hospitals, Inc.
c/o James E. Bailey III
6075 Poplar Avenue
Suite 500
Memphis, TN 38119

Claim No: 11
Original Filed
Date: 01/17/2019
Original Entered
Date: 01/17/2019

Status:
Filed by: CR
Entered by: admin
Modified:

Amount claimed: \$85291.45

History:

[Details](#) [11-1](#) 01/17/2019 Claim #11 filed by Methodist Healthcare - Memphis Hospitals, Inc., Amount claimed: \$85291.45 (admin)

Description:

Remarks:

Claims Register Summary

Case Name: Batesville Regional Physicians, LLC

Case Number: 3:18-bk-05681

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

Total Amount Claimed*	\$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		