

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF TENNESSEE**

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 37921	:	
	:	Jointly Administered
Debtors.	:	

**LIMITED OBJECTION TO NOTICE OF: (I) DEBTORS’ INTENT TO ASSUME  
AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF  
PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL  
REAL PROPERTY; AND (II) CURE AMOUNTS RELATED TO THE  
FOREGOING**

UnitedHealthcare Insurance Company (collectively, with its affiliates, subsidiaries, and parents, “United”) hereby submits this limited cure objection to the Notice of: (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property; and (II) Cure Amounts Related to the Foregoing [Docket No. 970] (the “Cure Notice”). In support of its limited objection, United states as follows:

**I. BACKGROUND**

1. United entered into a Facility Participation Agreement with Clarksdale Regional Medical Center, Inc. (“CRMC”) with an effective date on or about August 1, 2009 (the “FPA”), for services provided at the hospital operated by CRMC, Northwest Mississippi Regional Medical Center.

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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).

2. United entered into a Medical Group Contract with Clarksdale Regional Physicians, LLC (“CRP” and together with CRMC, the “Debtors”) with an effective date of December 1, 2017 (“Group Contract” and together with the FPA, the “Agreements”), for services rendered by CRP’s physicians.<sup>2</sup>

3. Pursuant to the Agreements, the Debtors agreed to provide certain covered medical services to members enrolled in United’s health insurance plans, as well as self-funded health plans administered by United, in exchange for certain fees. In connection with paying claims submitted by the Debtors under the Agreements, United may periodically overpay a claim for a variety of reasons. When this occurs, United has the right to be reimbursed for such overpayments under the terms of the Agreements.

4. On August 24, 2018 (the “Petition Date”), the Debtors filed voluntary petitions under Chapter 11 in this Court.

5. On May 1, 2019, United filed an amended proof of claim for \$195.57 for overpayments owed under the Group Contract that arose before the Petition Date.<sup>3</sup> A copy of this proof of claim is attached hereto as Exhibit A.

6. On May 1, 2019, United filed an amended proof of claim for \$7,122.95 for overpayments owed under the FPA that arose before the Petition Date.<sup>4</sup> A copy of this proof of claim is attached hereto as Exhibit B.<sup>5</sup>

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<sup>2</sup> The Agreements contain United’s highly confidential and sensitive commercial information. While the Debtor should have copies of the Agreements, other parties in interest may request copies of such Agreements by written request to the undersigned counsel and upon the entry into either an acceptable confidentiality agreement or the entry of an appropriate protective order.

<sup>3</sup> On September 5, 2018, United filed an original proof of claim for \$1,902.13 for overpayments owed under the Group Contract that arose before the Petition Date.

<sup>4</sup> On September 5, 2018, United filed an original proof of claim for \$28,388.08 for overpayments owed under the FPA that arose before the Petition Date.

<sup>5</sup> The back-up data for the proofs of claim contains confidential protected health information under the Health Insurance Portability and Accountability Act (“HIPAA”). The back-up data has been provided to the Debtors. Upon request to the undersigned counsel and entry of a qualified protective order under HIPAA,

7. The Cure Notice lists a “Hospital Payor Agreement” with United with a “proposed cure amount” of \$0. Upon information and belief, this is a reference to the Agreements.

## II. LIMITED OBJECTION

8. United hereby submits this limited objection to the cure amount listed in the Cure Notice. Specifically, as of the Petition Date, there is \$7,122.95 owed to United under the FPA and \$195.57 under the Group Contract that must be paid to it under 11 U.S.C. §§ 365(b) and 365(f). In addition, through the ongoing operation of the Debtors’ businesses subsequent to the Petition Date, additional overpayments may become due and owing before the asset sale closes.

9. United will continue to work in good faith with the Debtors to attempt to resolve the cure amounts.

WHEREFORE, United respectfully requests that the Court enter an order (i) requiring the payment of the appropriate cure amount for the Agreements, and (ii) granting such further relief as the Court deems appropriate.

May 3, 2019

Respectfully submitted,

/s/ Michael G. Abelow

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*Counsel for UnitedHealthcare Insurance  
Company*

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such back-up data may be made available to a party in interest. If requested, United can make the back-up data availability to Court for an *in camera* review.

## CERTIFICATE OF SERVICE

I hereby certify that on May 3, 2019, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system or by U.S. mail, postage prepaid, to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF system.

I hereby further certify that on May 3, 2019, the foregoing was served by on the below listed notice parties by email or first class mail (as indicated).

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/s/ Michael G. Abelow  
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