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

IN RE:)	Case No.: 18-05665
)	Chapter 11
Curae Health, Inc., et al. ¹ ,)	Judge Walker
)	Jointly Administered
Debtor.)	•

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: September 3, 2019

IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: September 10, 2019, 9:00 a.m., Courtroom 2, 2nd Floor, Customs House, 701 Broadway, Nashville, Tennessee 37203

NOTICE OF MOTION FOR ALLOWANCE AND IMMEDIATE PAYMENT OF ADMINISTRATIVE EXPENSES AND UNSECURED CLAIMS

The USF Group, Inc. ("USF") has asked the court for the following relief: an order granting USF administrative expense claims pursuant to 11 U.S.C. § 503(b)(9) as set forth on the following motion.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before the response date stated above, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: https://ecf.tnmb.uscourts.gov.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

¹ The Debtors ("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).

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at https://ecf.tnmb.uscourts.gov>.

If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter the attached order granting that relief.

This day of August, 2019.

ROGERS LAW OFFICES

By: /s/ Beth. E. Rogers

Beth E. Rogers TN Bar No. 029671 100 Peachtree Street, Ste. 1950 Atlanta, Georgia 30303 770-685-6320 phone 678-990-9959 fax brogers@berlawoffice.com Attorney for Movant

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

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Curae Health, Inc., et al. ² ,)	Judge Walker
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MOTION FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE PRIORITY CLAIMS

Comes now The USF Group, Inc. ("USF"), Movant, by and through its attorneys, Grant, Rogers Law Offices, and files its Motion for Allowance and Payment of Administrative Expense Priority Claims and in support of such Motion would show:

- 1. This Court has jurisdiction over this contested matter pursuant to 28 U.S.C. §§ 1334 and 157. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b) and venue is proper pursuant to 18 U.S.C. §§ 1408 and 1409. This is a contested matter pursuant to Fed. R. Bankr. P. 9014.
 - 2. Debtors filed this voluntary Chapter 11 case on August 24, 2018.

² The Debtors ("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).

- 3. On or about May 3, 2017, USF and Debtor Amory Regional Medical Center, Inc. ("Amory") entered into an agreement ("Amory Agreement") whereby USF agreed to obtain discounts on Amory's telecom, data and internet service charges in exchange for 25% of the discounts received by Amory. A true and correct copy of the Amory Agreement is attached hereto as **Exhibit A**.
- 4. USF and Debtor Clarksdale Regional Medical Center, Inc. ("Clarksdale") entered into an agreement ("Clarksdale Agreement") whereby USF agreed to obtain discounts on Clarksdale's telecom, data and internet service charges in exchange for 25% of the discounts received by Clarksdale. A true and correct copy of the Clarksdale Agreement is attached hereto as **Exhibit B**.
- 5. After the filing of the Debtors' bankruptcy cases, USF continued to provide services to Amory pursuant to the Amory Agreement, and ultimately found \$69,632.56 in post-petition discounts for Amory, thus resulting in \$17,408.14 in invoices to Amory, pursuant to the Invoices attached hereto as **Exhibit C**.
- 6. After the filing of the Debtors' bankruptcy cases, USF continued to provide services to Clarksdale pursuant to the Clarksdale Agreement, and ultimately found \$1,170.00 in post-petition discounts for Clarksdale, thus resulting in \$292.50 due to USF, pursuant to the Invoice attached hereto as **Exhibit D**.

- 7. After the filing of the Debtors' bankruptcy cases, USF continued to provide services to Debtor Curae Health, Inc. ("Curae") and ultimately found \$17,781.52 in post-petition discounts for Curae, thus resulting in \$4,445.38 due to USF pursuant to an invoice to Curae, which is attached hereto as **Exhibit E**.
 - 8. The Debtors refused to pay the post-petition invoices.
- 9. Accordingly, USF submits that it is entitled to administrative priority expense claims in the amount of \$17,408.14 against Debtor Amory, \$4,445.38 against Debtor Curae and \$292.50 against Debtor Clarksdale.
 - 10. 11 U.S.C. § 503(b)(1)(A) provides:
 - (b) After notice and a hearing, there shall be allowed, administrative expenses ... including (1)(A)the actual necessary costs and expenses of preserving the estate ...

In determining whether a claim is entitled to administrative status under Section 503(b)(1)(A), courts apply a two part test: (1) there must be a post-petition transaction between the creditor and the debtor; and (2) the estate must receive a benefit from the transaction. *In Re Ace Mortg. Funding, LLC*, 450 B.R. 484, 489 (Bankr. D. Del. 2011).

11. Debtors Amory, Clarksdale and Curae received the discounts for postpetition telecommunication services through USF's post-petition efforts, thus resulting in a post-petition transaction that the estates of Debtors Amory, Clarksdale and Curae received a benefit from.

WHEREFORE, USF respectfully requests the entry of an order pursuant to 11 U.S.C. § 503(b)(1)(A) allowing USF administrative priority expense claims in the amount of \$17,408.14 against Debtor Amory, \$4,445.38 against Debtor Curae and \$292.50 against Debtor Clarksdale for the Debtor's receipt of discounts procured by USF for the benefit of the bankruptcy estate.

Respectfully submitted,

This 9th day of August, 2019.

ROGERS LAW OFFICES

By: /s/ Beth. E. Rogers

Beth E. Rogers
TN Bar No. 029671
100 Peachtree Street, Ste. 1950
Atlanta, Georgia 30303
770-685-6320 phone
678-990-9959 fax
brogers@berlawoffice.com
Attorney for Movant

CERTIFICATE OF SERVICE

I hereby certify that on August 9, 2019, I filed the foregoing document in the above-captioned case via the Court's CM/ECF system, which will cause such document to be served on all attorneys of record. I further certify that I caused the foregoing document to be served on the following individuals by ECF and/or U.S. Mail:

EGERTON MCAFEE	DAVID E GORDON
ARMISTEAD	POLSINELLI PC
& DAVIS PC	1201 WEST PEACHTREE STREET
900 S GAY STREET SUITE 1400	NW SUITE 1100
KNOXVILLE, TN 37902	ATLANTA, GA 30309
Michael Edward Collins	MEGAN REED SELIBER
1201 Demonbreun Street	US Trustee's Office
Suite 900	701 Broadway
NASHVILLE, TN 37203	Suite 318
	Nashville, TN 37203
GEORGE R. HIRSCH	
SILLS CUMMIS & GROSS P.C.	
ONE RIVERFRONT PLAZA	
NEWARK, NJ 07102	

/s/ Beth E. Rogers
TN Bar No. 029671



- The USF Group (hereinafter "USF Group") and <u>Armory Regional Medical Center, INC</u> have entered into
 this Service Agreement (the "Agreement") on 7/1/2017 6/30/2020, whereby USF Group agrees to assist the
 Client obtain discounts on Client's telecom, data, and Internet service charges through the Universal Service
 Fund's Rural Healthcare Programs ("USF") for all eligible locations of the Client. The Rural Healthcare
 Programs include the Telecommunications Program and the HealthCare Connect Fund Program (HCCF).
 These programs are administered by the Universal Service Administration Company ("USAC") under
 authority of the Federal Communications Commission.
- 2. Client agrees to furnish Consultant with copies of invoices for each telecom, data, and Internet service upon request of USF Group. Client will also provide copies of any contracts, agreements, quotes and bids related to such services upon request (required to support filings with USAC).
- 3. Client will also provide copies of any documents received from USAC or communications with USAC throughout the duration of this agreement. Client agrees to execute a Letter of Authority ("LOA") naming USF Group as an authorized representative of Client in communications with telecom service providers and USAC. Client also agrees that USF Group may act on its behalf with USAC and file the required forms and documents required by USAC.
- 4. Client understands that changes to service and/or service contracts may affect USF funding. In light of this, the Client will use its best effort to inform USF Group of contemplated changes so that (a) USF Group can determine the impact of the changes on the program funding and inform the client of such impact and (b) to avoid funding denials and USAC overfunding refund notices.
- 5. For any discounts or funds received by the Client as a result of applications to the USF programs, Client agrees to pay USF Group twenty-five percent 25% of the amount(s) the Client receives. If Client does not receive any discounts or funding there will be no fee for USF Group's services. The USF programs are twelve-month program that runs from July 1st to June 30th of each year.
- 6. Client agrees to inform USF Group of any funds received or discounts earned under this program. USF Group will invoice Client when the discounts or funds are actually received. Payment is due 30 days from the invoice date. Invoices will be delivered electronically to the Client. Invoices that are not paid within 30 days shall accrue interest at the rate of 1½% each month until paid in full. USF Group is entitled to recover all costs of collection including, reasonable attorney's fees, incurred as a result of any unpaid invoice.
- 7. The term of this Agreement is for thirty-six (36) months (this allows USF Group to file for discounts for the funding years starting July 1, 2017, and ending June 30, 2020. This Agreement automatically renews for 36-month terms unless either party notifies the other party by U.S. mail of its intent to terminate by January 1st of the last year of the term. Any fees earned pursuant to this Agreement prior to its termination shall survive the termination of this Agreement.
- 8. Client understands that the USF programs are programs of the Federal Government and that USF Group makes no guaranties or warranties regarding discounts or savings.
- 9. Client understands that USF program rules require the retention of documents supporting requested program funding be maintained by the Client for a period of 5 years after the end of the program funding year. Client will endeavor to maintain copies of relevant service provider invoices and service contracts for this period.
- 10. This Agreement is made and entered into in the State of Tennessee. All work will be performed in Tennessee and this Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of Tennessee.

11. The signatories below have read and agree to the terms of this Agreement and have the authority to enter into this Agreement on behalf of their respective companies.

SIGNATURES

By (Client):

J. Allen TyRA Printed Name:

Title:

CEO

Date:

5/3/2017

Address:

1105 EARL FRYE Blud.

Amony, ms 3 882/

By (USF Group):

David M. Boggs

President

Date: 11/5/2014

Address:

P.O. Box 680001 Franklin, TN 37068 Phone 615-791-5785 Office

615-456-4954 Cell



- 1. The USF Group (hereinafter "USF Group") and Clarksdale Regional Medical Center dba Northwest Mississippi Medical Center have entered into this Service Agreement (the "Agreement") on 7/1/2018 6/30/2021, whereby USF Group agrees to assist the Client obtain discounts on Client's telecom, data, and Internet service charges through the Universal Service Fund's Rural Healthcare Programs ("USF") for all eligible locations of the Client. The Rural Healthcare Programs include the Telecommunications Program and the HealthCare Connect Fund Program (HCCF). These programs are administered by the Universal Service Administration Company ("USAC") under authority of the Federal Communications Commission.
- 2. Client agrees to furnish Consultant with copies of invoices for each telecom, data, and Internet service upon request of USF Group. Client will also provide copies of any contracts, agreements, quotes and bids related to such services upon request (required to support filings with USAC).
- 3. Client will also provide copies of any documents received from USAC or communications with USAC throughout the duration of this agreement. Client agrees to execute a Letter of Authority ("LOA") naming USF Group as an authorized representative of Client in communications with telecom service providers and USAC. Client also agrees that USF Group may act on its behalf with USAC and file the required forms and documents required by USAC.
- 4. Client understands that changes to service and/or service contracts may affect USF funding. In light of this, the Client will use its best effort to inform USF Group of contemplated changes so that (a) USF Group can determine the impact of the changes on the program funding and inform the client of such impact and (b) to avoid funding denials and USAC overfunding refund notices.
- 5. For any discounts or funds received by the Client as a result of applications to the USF programs, Client agrees to pay USF Group twenty-five percent 25% of the amount(s) the Client receives. If Client does not receive any discounts or funding there will be no fee for USF Group's services. The USF programs are twelve-month program that runs from July 1st to June 30th of each year.
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- 7. The term of this Agreement is for thirty-six (36) months (this allows USF Group to file for discounts for the funding years starting July 1, 2018, and ending June 30, 2021. This Agreement automatically renews for 36-month terms unless either party notifies the other party by U.S. mail of its intent to terminate by January 1st of the last year of the term. Any fees earned pursuant to this Agreement prior to its termination shall survive the termination of this Agreement.
- 8. Client understands that the USF programs are programs of the Federal Government and that USF Group makes no guaranties or warranties regarding discounts or savings.
- 9. Client understands that USF program rules require the retention of documents supporting requested program funding be maintained by the Client for a period of 5 years after the end of the program funding year. Client will endeavor to maintain copies of relevant service provider invoices and service contracts for this period.
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11. The signatories below have read and agree to the terms of this Agreement and have the authority to enter into this Agreement on behalf of their respective companies.

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By (Client):

Printed Name: Joel Southern

Title:

CEO

Date:

December 7, 2017

Address:

1970 Hospital Drive

Clarksdale, MS 38614

By (USF Group):

David M. Boggs

President

Date:

Address:

P.O. Box 680001 Franklin, TN 37068

Phone 615-791-5785 Office

615-456-4954 Cell



Invoice

Date	Invoice #
4/25/2019	830

Bill To

Amory/Gilmore Regional Medical Center
Cindy Simpson
1105 Earl Frye Blvd.
Amory, MS 38821

Terms
Net 30

De	escription	Savings	Rate	Amount
onsulting Service for 2018 Fun T&T account 662-M56-7803-8 consulting Service for 2018 Fun T&T account 662+256-7111 or	ding Year FRN 183896 03 on 4-12-19 ding Year FRN 183890	12,086. 4,362.8		25 3,021.53 25 1,090.72
ik you for your business.	Phone # 615-435-9192	 E-mail @theusfgroup.com	Total	\$4,112.25

David Boggs

From:

TRAVERSO, TANIA <tt9439@att.com>

Sent:

Thursday, April 25, 2019 1:40 PM

To:

David Boggs RE: credits

Hi David,

Subject:

18389051- \$4362.89- Payment applied on 04/16/2019 invoice

THE EARL FREE BLVD MS 38821-5500

2 4-06 Paymont

1 4-09 Payment

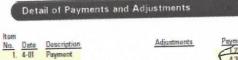
662 256-7111 001 0593 Apr 16, 2019

WebSite

att.com







1362.89 6.841.35

18389051

18389641- \$12,086.10 payment applied on 04/16/2019 invoice

BILLING NUMBER BILLING PERIOD

662

APR

MDJUSTMENTS APPLIED OF PAYMENTS AND

PAYMENT MAR 31,2019 APR 12,2019 PAYMENT TOTAL PAYMENTS

Thank you,

Tania Traverso Sr Sourcing Specialist



BILLING NUMBER 662 M56-7803 803 BILLING PERIOD APR 16,2019 00046 PAGE 1

DETAIL OF PAYMENTS AND ADJUSTMENTS APPLIED

FRN

FCC Form 463
Rural Health Care (RHC) Universal Service
Healthcare Connect Fund
Invoice and Request for Disbursement Form

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Line 1: RHC Invoice Number 1000066616 Line 6: Vendor/Applic Line 2: FRN 18389051 Invoice Number Line 3: HCP Number 11360 Line 7: SPIN/498 ID Line 4: Site/Consortium Name Amory Regional Medical C Line 8: Vendor Name	Block 1000066616 18389051 11360 Amory Regional Medical C	Line 6: Vendor/Applicant Invoice Number Line 7: SPIN/498 ID	662-256-7111 143004824 BellSouth Telecommunications, LLC
Line 5: Funding Year:	2018	Line 9: Total Invoice Amount \$4,362.89	\$4,362.89

tion of	۵	InnomA hopport FSU bisq ed of	\$4,362.89	
Block Four: Calculation of Support	0	Total Eligible Actual Cost (Undiscounted)	\$6,712.	
ck Four	z	Percent of Usage eldigil∃		
	Σ	Percent of Expense Eligible	100.0	
nd Costs	_	Total Cost Invoiced (Undiscounted)	\$6,712.1	
itities, a	X	Quantity of Items beciovnl	1.0	
s, Quar	7	Billing Period End Date	12/31/1.0	
ee: Dates	_	Billing Period Start Date	07/01/2	
Block Three: Dates, Quantities, and Costs	I	Service Start Date/Shipping Date or Last Day of Work	.544MB 07/01/20107/01/2	
	9	Bandwidth	1.544MB	
rses	ı	Expense Type	ed/ISDN PF1.	
Block Two: Eligible Expenses	Ш	Category of Expense	Leased/	
vo: Eligil	۵	Site Name	Amory	
3lock Tw	ပ	HCP Number	11360	
ш	8	Billing Account	662256711360	
	4	ЕВИ ID	-	

FCC Form 463
Rural Health Care (RHC) Universal Service
Healthcare Connect Fund
Invoice and Request for Disbursement Form

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

	Block	Block One: General Information	
Line 1: RHC Invoice Number	1000065372	Line 6: Vendor/Applicant	682_M25_0205 682_M56_0712
Line 2: FRN	18389641	Invoice Number	21.10-0011-200.0020-0211-200
Line 3: HCP Number	11360	Line 7: SPIN/498 ID	143004824
Line 4: Site/Consortium Name Amory Regional Medical CLine 8: Vendor Name	Amory Regional Medical C	Line 8: Vendor Name	BellSouth Telecommunications, LLC
Line 5: Funding Year:	2018	Line 9: Total Invoice Amount \$12,086.10	\$12,086.10

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Block Four: Calculation of Support	0	Total Eligible Actual Cost (Undiscounted)	\$14,040\$9,126.	\$4,554.							
ck Four	z	Percent of Usage Eligible	100.0	100.0							
BIO	Σ	Percent of Expense Eligible	100.0	100.0							
and Costs	_	Desiroval Lost Invoiced (betrained)	\$14,040.	\$4,554.0							
tities, a	×	Quantity of Items besiovnl	1.0	1.0							
s, Quan	٦	Billing Period End Date	12/31/	12/31/							
ee: Date		Billing Period Start Date	07/01/2	07/01/2							
Block Three: Dates, Quantities, and Costs	I	Service Start Date/Shipping Date or Last Day of Work	07/01/20107/01/2 12/31/	07/01/20107/01/2 12/31/							
	O	dtbiwbns8	Amory Leased/Ethernet 100.0MB	1.544MB							
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vo: Eligi	٥	emsN eti2	Amory	Amory							
Block Two: Eligible Ex	O	НСР Митрег	11360	11360							
	В	Billing Account	662-M5611360	662-M5611360							
	4	EBN ID	-	2							



Invoice

Date	Invoice #
5/8/2019	841

Bill To

Amory/Gilmore Regional Medical Center Cindy Simpson 1105 Earl Frye Blvd. Amory, MS 38821

Terms

Net 30

				Net 30	
Des	cription		Savings	Rate	Amount
Consulting Services for 2017 Fund True-Up credit on Verizon Enterpr		621 FY2017 6 on 5-8-19	16,306.92		0.25 4,076.73
hank you for your business.	Phone #	E-	mail	Total	\$4,076.73
	615-435-9192	david.boggs@	theusfgroup.com	Iotai	4.,070.73



Customer ID:
Account Number:
Invoice Date:
Invoice Number:

U0124036 8 May 2019 Z6619006

Open Invoices / Items					
icem	Date	Reference Number	Description	Inquiry Number	Amount
Invoice Z6553147 08 Feb 2019 ORIGINAL INVOICE	08 Feb 2019	Z6553147	Invoice current charges		7,806.91
Invoice Z6573375 08 Mar 2019 ORIGINAL INVOICE	08 Mar 2019	Z6573375	Invoice current charges		7,806.91
Invoice Z6595452 08 Apr 2019 ORIGINAL INVOICE	08 Apr 2019	Z6595452	Invoice current charges		7,878.98 \$23,492.80

Location / Service Index						
ID - Name and Address Solution / Service	Usage	NRC	REC	Discounts & Promotions	Taxes & Surcharges	Total (USD)
CW-U0124036 - AMORY HMA INC, AMORY, MS USA Administrative Charge	0.00	-16,072.69	0.00	0.00	0.00	-16,072.69
Total CW-U0124036	0.00	-16,072.69	0.00	0.00	0.00	-16,072.69
2550351C - Amory 100m, AMORY, MS USA Access Internet Dedicated Services	0.00	0.00	3,581.48 1,170.00	0.00	1,008.00 0.00	4,589.48 1,170.00
Private IP (PIP)	0.00	0.00	1,871.40	0.00	131.00	2,002.40
Total 2550351C	0.00	0.00	6,622.88	0.00	1,139.00	7,761.88
Total U0124036	\$0.00	-\$16,072.69	\$6,622.88	\$0.00	\$1,139.00	-\$8,310.81

Taxes and Surcharge Summary	
100 (13 T) (15 A) (15 A	Total (USD)
Description	
ederal Taxes and Surcharges	705.50
ederal Universal Service Fee	143.26
Carrier Cost Recovery Charge	13.61
Administrative Expense Fee	14.33
Carrier Annual Regulatory Charge	14.00
State, County and City Taxes and Surcharges	000.00
MS State and Local Sales Tax	262.30
Total Taxes and Surcharges	\$1,139.00

ID: CW-U0124036 - AMORY HMA INC,		Charge	Quantity/Unit	Amount	Discounts & Promotions	Taxes & Surcharges	Total (USD
Description	Charge Period	Туре	of Measure	Amount	Fidilionid	Outcharges	1000. (000
Administrative Charge - Service ID): P850142446						
Healthcare Connect Subsidy Credit	01Apr19-30Apr19	ADJ		-16,306.90	0.00	0.00	-16,306.9
	18Apr19	NRC		234.21	0.00	0.00	234.2
Late Payment Charge Total P850142446 Administrative Char		MILO		-\$16,072.69	\$0.00	\$0.00	-\$16,072.6
Total CW-U0124036				-\$16,072.69	\$0.00	\$0.00	-\$16,072.6

FRN 17274621



Invoice

Date	Invoice #
6/7/2019	856

Bill To

Amory/Gilmore Regional Medical Center
Cindy Simpson
1105 Earl Frye Blvd.
Amory, MS 38821

Terms
Net 30

Amount Rate Savings Description 7,425.16 0.25 Consulting Service for 2018 Funding Year FRN18389011 credit for July 29,700.65 1, 2018 - December 31st 2018 credited on Verizon account U0124036 on 6-8-19 E-mail Phone # \$7,425.16 Thank you for your business. **Total** 615-472-8896 david.boggs@theusfgroup.com



Customer ID:
Account Number:
Invoice Date:
Invoice Number:

U0124036 8 Jun 2019 Z6641875

Open Invoices / Items	Date	Reference Number	Description	Inquiry Number	Amount
nvoice Z6553147 08 Feb 2019 ORIGINAL INVOICE	08 Feb 2019	Z6553147	Invoice current charges		7,806.91
nvoice Z6573375 08 Mar 2019 DRIGINAL INVOICE	08 Mar 2019	Z6573375	Invoice current charges		7,806.91
nvoice Z6595452 08 Apr 2019 ORIGINAL INVOICE	08 Apr 2019	Z6595452	Invoice current charges		7,878.98
Invoice Z6619006 08 May 2019 ORIGINAL INVOICE	08 May 2019	Z6619006	Invoice current charges		-8,310.8° \$15,181.9 !
Total Open Invoices Total Amount Due as of 31 M					\$15,18

Location / Service Index				Discounts &	Taxes &	T. ((USD)
ID - Name and Address Solution / Service	Usage	NRC	REC	Promotions	Surcharges	Total (USD)
CW-U0124036 - AMORY HMA INC, AMORY, MS USA	0.00	-29.474.68	0.00	0.00	0.00	-29,474.68
Administrative Charge Total CW-U0124036	0.00	-29,474.68	0.00	0.00	0.00	-29,474.68
2550351C - Amory 100m, AMORY, MS USA Access Internet Dedicated Services	0.00	-220.10 -150.97	1,875.74 0.00 1,871.40	0.00	536.58 0.00 131.00	2,192.22 -150.93 2,002.40
Private IP (PIP)	0.00	0.00 -371.07	3,747.14		667.58	4,043.6
Total 2550351C Total U0124036	\$0.00	-\$29,845.75	\$3,747.14	\$0.00	\$667.58	-\$25,431.0

Taxes and Surcharge Summary	Total (USD)
Description	
Federal Taxes and Surcharges	326.14
Federal Universal Service Fee	66.23
Carrier Cost Recovery Charge	6.29
Administrative Expense Fee	6.62
Carrier Annual Regulatory Charge	
State, County and City Taxes and Surcharges	262.30
MS State and Local Sales Tax	\$667.58
Total Taxes and Surcharges	

D: CW-U0124036 - AMORY HMA INC, 11		Charge	Qualitity/offit	Amount	Discounts & Promotions	Taxes & Surcharges	Total (USD)
Description	Charge Period	Туре	of Measure	Amount	1101110110110		
Administrative Charge - Service ID:	P850142446				0.00	0.00	-29.700.65
Healthcare Connect Subsidy Credit	01May19-31May19	ADJ		-29,700.65	0.00	0.00	225.97
Late Payment Charge	18May19	NRC		225.97 -\$29.474.68	\$0.00	\$0.00	-\$29,474.68
Total P850142446 Administrative Charg	0			-\$29,474.68	\$0.00	\$0.00	-\$29,474.68

FRN 18389011

	FRN ID	A		Line 5:	Line 4:	Line 3:	Line 2	Line 1:	
U012403	Billing Account Number	00	m	: Funding	l: Site/Consortium Name	HCP	2: FRN	RHC	
11360	HCP Number	C	Block Tw	Year:	nsortium	Number		Invoice Nu	
Amory	Site Name	0	Block Two: Eligible		Name			Number	
Leased/	Category of Expense	ш	ble Expenses	2018	Amory F	11360	18389011	1000065061	
Internet	Expense Type	п	nses		Regional Medical		=	5061	
100.0MB	Bandwidth	G			vledical C				Block
07/01/201	Service Start Date/Shipping Date or Last Day of Work	Ŧ	Block Three: Dates, Quantities,	Line 9: To	Line 8:	Line 7: SPIN/498	Invoice Number	Line 6: Ve	One:
07/01/2	Billing Period Start Date	-	ee: Dates	Total Invoice	Vendor Name	IN/498 ID	1 ~	Vendor/Applicant	General Information
12/31/	Billing Period End Date	ر	s, Quan	e Amount	ne			licant	mation
1.0	Quantity of Items Invoiced	~							
\$45,693.	(Undiscounted)	-	and Costs	\$29,700.65	MCI Com	143001197		U0124036	
100.0		3	Bloc	5	ommunications	97		တ	
	Percent of Usage Eligible	z	Block Fou		ons C				

\$45,693\$29,700.65

Percent of Usage Eligible

Total Eligible Actual Cost (Undiscounted)

USF Support Amount to be paid

Block Four: Calculation of

Support

	Block	Block One: General Information	ation
Line 1: RHC Invoice Number 1	1000065061	Line 6: Vendor/Applicant	
Line 2: FRN	18389011	Invoice Number	
Line 3: HCP Number	11360	Line 7: SPIN/498 ID	
Line 4: Site/Consortium Name Amory Regional Medical C Line 8: Vendor Name	man Darianal Madical C	line 8: Vendor Name	



Invoice

Date	Invoice #
6/24/2019	866

Bill To	
Amory/Gilmore Regional Medical Center Cindy Simpson 1105 Earl Frye Blvd.	
Amory, MS 38821	

Terms

Net 30

D	escription		Savings	Rate	Amount
Consulting Service for 2018 Fur BCI Mississippi Broadband for 12-31-18 on account 8282410 o	nding Year FRN 183851 services running from 7-	31 Credits on 1-18 thru	7,176	0.25	1,794.00
Thank you for your business.	Phone # 615-472-8896		mail theusfgroup.com	Total	\$1,794.00

	FRN ID	>		Line 5:	Line 4:	Line 3:	Line 2	Line 1:	
8282410	Billing Account Number	œ		: Funding	: Site/Cor	: HCP Number	2: FRN	RHC	
11360	HCP Number	C	Block Tw	Year:	Site/Consortium Name	mber		Invoice Nu	
Amory	Site Name	D	o: Eligi					Number	
Leased/	Category of Expense	m	Block Two: Eligible Expenses	2018	Amory F	11360	18385131	1000066615	
Dedicat	Expense Type	П	nses		egional l			615	
Leased/Dedicate 500.0MB	Bandwidth	G			Amory Regional Medical C				Block
07/01/201	Service Start Date/Shipping Date or Last Day of Work	Ŧ	Block Three:	Line 9: To	Line 8:	Line 7: SPIN/498 ID	Invoice Nu	Line 6: Vendor/Applicant	Block One: General Information
07/01/2	Billing Period Start Date	_	ee: Dates,	Total Invoice	Vendor Name	IN/498 ID	Number	ndor/App	eral Inform
12/31/	Billing Period End Date	ر	s, Quantities,	e Amount	ne			olicant	nation
1.0	Quantity of Items Invoiced		tities, a						
\$11,040.	Total Cost Invoiced (Undiscounted)	F	and Costs	\$7,176.00	BCI Mississippi Broadband,	143046807		8282 41 0	
100.0	Percent of Expense Eligible	8	Bloc		ssippi Bı)7	Í	41 093 0173003	
	Percent of Usage Eligible	z	k Four:		oadbar			003	
\$11,040	Cost (Undiscounted)	0	Block Four: Calculation of Support		nd, LLC				
\$1,776	USF Support Amount	ם ו	ion of						

\$11,040\$7,176.00

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David Boggs

From:

Rick Ferrall < Richard.Ferrall@maxxsouth.com>

Sent:

Friday, June 14, 2019 9:28 AM

To:

David Boggs

Subject:

RE: RHC HCF Program - FCC Form 463 - Approval Notice - HCP# 11360

David,

The payment was received today from USAC and will be applied to the hospital's account giving them a credit balance of \$4784.

Thank you



Rick Ferrall | Vice President Government & Legal Affairs MaxxSouth Broadband

O: 662-259-3211 C: 662-832-4274 105 Allison Cove Oxford MS 38655 Rick.Ferrall@MaxxSouth.com

From: David Boggs [mailto:David.Boggs@theusfgroup.com]

Sent: Friday, May 31, 2019 8:14 AM

To: Rick Ferrall

Subject: RE: RHC HCF Program - FCC Form 463 - Approval Notice - HCP# 11360

Hey Rick,

Did this credit or check get issued?

David M. Boggs
The USF Group

Universal Service Fund Specialists

David.boggs@theusfgroup.com

(615-472-8896) office

(615) 456-4954 cell

(615)-807-1683 fax

P.O. Box 680001

Franklin, TN 37068

Affiliated with USF Healthcare Consulting Corporate (website)

Assisting over 1,000 healthcare locations with the

Universal Service Fund programs

From: Rick Ferrall

Sent: Wednesday, May 22, 2019 3:17 PM

To: David Boggs

Subject: RE: RHC HCF Program - FCC Form 463 - Approval Notice - HCP# 11360



Exhibit D

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n	\/	$\mathbf{\cap}$	IC	Δ
	v	U		C

Date	Invoice #
6/28/2019	871

Bill To	
Clarksdale Regional Medical Center Accounts Payable 1970 Hospital Drive Clarksdale, MS 38614	

Terms
Net 30

) operintion		Covince	\vdash	Poto	Amount
Consulting Service for 2018 Fu to Clarkdale for credit on Cable June 2019	Description Inding Year FRN 18401 One account 11621338	511 check issued 30 (per Toby) on	Savings 1,17	70	Rate 0.25	Amount 292.50
Thank you for your business.	Phone #	E	-mail		Tatal	<u> </u>
	615-472-8896	david.boggs@theusfgroup.com			Total	\$292.50



Invoice

Date	Invoice #
6/28/2019	871

Bill To	
Clarksdale Regional Medical Center Accounts Payable 1970 Hospital Drive Clarksdale, MS 38614	

Terms
Net 30

		1		Ц		
Description			Savings		Rate	Amount
Consulting Service for 2018 Furto Clarkdale for credit on Cable June 2019	nding Year FRN 18401 One account 11621338	511 check issued 30 (per Toby) on	1,17	70	0.25	5 292.50
Thank you for your business.	Phone #	E-mail			Total	\$292.50
	615-472-8896	david.boggs@theusfgroup.com			i Otai	Ψ <i>Σ</i> / Σ.30



Invoice

Date	Invoice #
7/19/2019	887

_

Terms

Net 30

Description			Savings	Rate	Amount
Consulting Service for 2018 Funding Year FRN 18339861 credits from 1-1-19 thrun 4-30-19 credited on Centurylink account 87281057 on July 2019 invoice			5,278	0.25	1,319.50
Consulting Service for 2018 Funding Year FRN 18339161 credits from 1-1-19 thru 4-30-19 credited on Windstream account 87281057on July 2019 invoice			2,416.34	0.25	604.09
Consulting Service for 2018 Funding Year FRN 18339081 credited from 1-1-19 thru 4-30-19 credited on Windstream account 87281057 on July 2019 invoice			1,922.49	0.25	480.62
Consulting Service for 2018 Funding Year FRN 17157991 credits from 1-1-19 thru 4-40-19 credited on Centurylink account 87281057 on July 2019 invoice Consulting Service for 2018 Funding Year FRN 18371651 credits from 1-1-19 thru 4-30-19 credited on Centurylink account 87281057 on JUly 2019 invoice			2,176.46	0.25	544.12
			1,726.58	0.25	431.65
Consulting Service for 2018 Fu 1-1-19 thru 4-30-19 credited on 2019 invoice			4,261.58	3 0.25	1,065.40
Thank you for your business.	Phone #		E-mail	Total	\$4.445.20
	615-472-8896	david.boggs@theusfgroup.com		Iotai	\$4,445.38



Invoice

Date	Invoice #	
7/19/2019	887	

Bill To

Curae Health
Accounts Payable
1721 Midpark Blvd
Suite B200
Knoxville, TN 37921

Terms

Net 30

			1		
Description			Savings	Rate	Amount
Consulting Service for 2018 Funding Year FRN 18339861 credits from 1-1-19 thrun 4-30-19 credited on Centurylink account 87281057 on July 2019 invoice			5,278	0.2	5 1,319.50
Consulting Service for 2018 Funding Year FRN 18339161 credits from 1-1-19 thru 4-30-19 credited on Windstream account 87281057 on July 2019 invoice Consulting Service for 2018 Funding Year FRN 18339081 credited from 1-1-19 thru 4-30-19 credited on Windstream account 87281057 on July 2019 invoice Consulting Service for 2018 Funding Year FRN 17157991 credits from 1-1-19 thru 4-40-19 credited on Centurylink account 87281057 on July 2019 invoice Consulting Service for 2018 Funding Year FRN 18371651 credits from 1-1-19 thru 4-30-19 credited on Centurylink account 87281057 on JUly 2019 invoice			2,416.34	0.2	5 604.09
			1,922.49	0.2	5 480.62
			2,176.40	0.2	5 544.12
			1,726.58	0.2	5 431.65
Consulting Service for 2018 Fu 1-1-19 thru 4-30-19 credited on 2019 invoice			4,261.58	0.2	5 1,065.40
Thank you for your business.	Phone #	E	E-mail		
	615-472-8896	david.boggs@theusfgroup.com		Total	\$4,445.38