

**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

**AMENDED 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.).

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).

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

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 12th 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**

IN RE:)	Case No.: 18-05665
)	Chapter 11
Curae Health, Inc., et al. ² ,)	Judge Walker
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**AMENDED MOTION FOR ALLOWANCE AND PAYMENT OF
ADMINISTRATIVE EXPENSE PRIORITY CLAIMS**

Comes now The USF Group, Inc. ("USF"), Movant, by and through its attorneys, Rogers Law Offices, and files its Amended Motion for Allowance and Payment of Administrative Expense Priority Claims, amended in bold and italics as follows:

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 post-petition 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.

12. A proposed Order granting the Motion is attached hereto as Exhibit F.

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 12th 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 12th, 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 ARMISTEAD & DAVIS PC 900 S GAY STREET SUITE 1400 KNOXVILLE, TN 37902	DAVID E GORDON POLSINELLI PC 1201 WEST PEACHTREE STREET NW SUITE 1100 ATLANTA, GA 30309
Michael Edward Collins 1201 Demonbreun Street Suite 900 NASHVILLE, TN 37203	MEGAN REED SELIBER US Trustee's Office 701 Broadway 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



1. The USF Group (hereinafter "USF Group") and Armory Regional Medical Center, INC 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. Aiken Tyra

Printed Name: J. Aiken Tyra

Title: CEO

Date: 5/3/2017

Address: 1105 EARL FRYE BLVD.
ANN ARBOR, MI 48106-1882

By (USF Group): [Signature]
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.
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, 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.
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):  _____

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

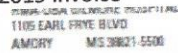
Franklin, TN 37068

Phone 615-791-5785 Office

615-456-4954 Cell

From: TRAVERSO, TANIA <tt9439@att.com>
Sent: Thursday, April 25, 2019 1:40 PM
To: David Boggs
Subject: RE: credits

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



Bill At A Glance

Detail of Payments and Adjustments

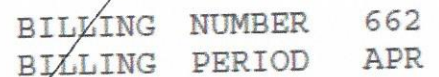
Item No.	Date	Description
1	4-01	Payment
2	4-06	Payment
3	4-09	Payment
Totals		

Advantages

Payments	
1,724.40	
4,362.89	
1,254.00	
6,841.35	

18389051

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



DETAIL OF PAYMENTS AND ADJUSTMENTS APPLIED

[illegible]

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

[illegible]

FRN 18389641

FRN

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

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

[illegible]

Invoice and Request for Disbursement Form

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

Block One: General Information			
Line 1: RHC Invoice Number	1000065372	Line 6: Vendor/Applicant	662-M25-9205 662-M56-0712
Line 2: FRN	18389641	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	BellSouth Telecommunications, LLC
Line 5: Funding Year:	2018	Line 9: Total Invoice Amount	\$12,086.10

[illegible]



The USF Group, Inc
P.O. Box 680001
Franklin, TN 37068

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

Description	Savings	Rate	Amount
Consulting Services for 2017 Funding Year FRN 17274621 FY2017 True-Up credit on Verizon Enterprise account U0124036 on 5-8-19	16,306.92	0.25	4,076.73
Thank you for your business.			
Phone #		E-mail	
615-435-9192		david.boggs@theusfgroup.com	
Total			\$4,076.73



Customer ID: 0010596703
 Account Number: U0124036
 Invoice Date: 8 May 2019
 Invoice Number: Z6619006

Statement Of Account as of 01 May 2019

Open Invoices / Items

Item	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
Total Open Invoices					\$23,492.80
Total Amount Due as of 01 May 2019					\$23,492.80

Location / Service Index

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

Taxes and Surcharge Summary

Description	Total (USD)
Federal Taxes and Surcharges	
Federal Universal Service Fee	705.50
Carrier Cost Recovery Charge	143.26
Administrative Expense Fee	13.61
Carrier Annual Regulatory Charge	14.33
State, County and City Taxes and Surcharges	
MS State and Local Sales Tax	262.30
Total Taxes and Surcharges	\$1,139.00

ID: CW-U0124036 - AMORY HMA INC, 1105 EARL FRYE BLVD, AMORY, MS 38821-5500 USA							
Description	Charge Period	Charge Type	Quantity/Unit of Measure	Amount	Discounts & Promotions	Taxes & Surcharges	Total (USD)
Administrative Charge - Service ID: P850142446							
Healthcare Connect Subsidy Credit	01Apr19-30Apr19	ADJ		-16,306.90	0.00	0.00	-16,306.90
Late Payment Charge	18Apr19	NRC		234.21	0.00	0.00	234.21
Total P850142446 Administrative Charge				-\$16,072.69	\$0.00	\$0.00	-\$16,072.69
Total CW-U0124036				-\$16,072.69	\$0.00	\$0.00	-\$16,072.69

FRN 17274621



The USF Group, Inc
P.O. Box 680001
Franklin, TN 37068

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

Description	Savings	Rate	Amount
Consulting Service for 2018 Funding Year FRN18389011 credit for July 1, 2018 - December 31st 2018 credited on Verizon account U0124036 on 6-8-19	29,700.65	0.25	7,425.16



Customer ID: 00105907 CG
 Account Number: U0124036
 Invoice Date: 8 Jun 2019
 Invoice Number: Z6641875

Statement Of Account as of 31 May 2019

Open Invoices / Items

Item	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
Invoice Z6619006 08 May 2019 ORIGINAL INVOICE	08 May 2019	Z6619006	Invoice current charges		-8,310.81
Total Open Invoices					\$15,181.99

Total Amount Due as of 31 May 2019

\$15,181.99

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	-29,474.68	0.00	0.00	0.00	-29,474.68
Total CW-U0124036	0.00	-29,474.68	0.00	0.00	0.00	-29,474.68
2550351C - Amory 100m, AMORY, MS USA Access	0.00	-220.10	1,875.74	0.00	536.58	2,192.22
Internet Dedicated Services	0.00	-150.97	0.00	0.00	0.00	-150.97
Private IP (PIP)	0.00	0.00	1,871.40	0.00	131.00	2,002.40
Total 2550351C	0.00	-371.07	3,747.14	0.00	667.58	4,043.65
Total U0124036	\$0.00	-\$29,845.75	\$3,747.14	\$0.00	\$667.58	-\$25,431.03

Taxes and Surcharge Summary

Description	Total (USD)
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	
Total Taxes and Surcharges	\$667.58

ID: CW-U0124036 - AMORY HMA INC, 1105 EARL FRYE BLVD, AMORY, MS 38821-5500 USA

Description	Charge Period	Charge Type	Quantity/Unit of Measure	Amount	Discounts & Promotions	Taxes & Surcharges	Total (USD)
Administrative Charge - Service ID: P850142446							
Healthcare Connect Subsidy Credit	01May19-31May19	ADJ		-29,700.65	0.00	0.00	-29,700.65
Late Payment Charge	18May19	NRC		225.97	0.00	0.00	225.97
Total P850142446 Administrative Charge				-\$29,474.68	\$0.00	\$0.00	-\$29,474.68
Total CW-U0124036				-\$29,474.68	\$0.00	\$0.00	-\$29,474.68

FRW 18389011

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

Block One: General Information			
Line 1: RHC Invoice Number	1000065061	Line 6: Vendor/Applicant Invoice Number	U0124036
Line 2: FRN	18389011	Line 7: SPIN/498 ID	143001197
Line 3: HCP Number	11360	Line 8: Vendor Name	MCI Communications Corp
Line 4: Site/Consortium Name	Amory Regional Medical C	Line 9: Total Invoice Amount	\$29,700.65
Line 5: Funding Year:	2018		

[illegible]



The USF Group, Inc
P.O. Box 680001
Franklin, TN 37068

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

Description		Savings	Rate	Amount
Consulting Service for 2018 Funding Year FRN 18385131 Credits on BCI Mississippi Broadband for services running from 7-1-18 thru 12-31-18 on account 8282410 on June 2019 invoice		7,176	0.25	1,794.00
Thank you for your business.	Phone #	E-mail	Total	\$1,794.00
	615-472-8896	david.boggs@theusfgroup.com		

Estimated time per response: 2 hours

Block One: General Information			
Line 1: RHC Invoice Number	1000066615	Line 6: Vendor/Applicant Invoice Number	8282 41 093 0173003
Line 2: FRN	18385131	Line 7: SPIN/498 ID	143046807
Line 3: HCP Number	11360	Line 8: Vendor Name	BCI Mississippi Broadband, LLC
Line 4: Site/Consortium Name	Amory Regional Medical C	Line 9: Total Invoice Amount	\$7,176.00
Line 5: Funding Year:	2018		

[illegible]

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



The USF Group, Inc
P.O. Box 680001
Franklin, TN 37068

Invoice

Date	Invoice #
6/28/2019	871

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

Terms
Net 30

Description	Savings	Rate	Amount						
Consulting Service for 2018 Funding Year FRN 18401511 check issued to Clarkdale for credit on Cable One account 116213380 (per Toby) on June 2019	1,170	0.25	292.50						
<table> <tr> <td rowspan="2">Thank you for your business.</td><td>Phone #</td><td>E-mail</td><td rowspan="2"> Total \$292.50 </td></tr> <tr> <td>615-472-8896</td><td>david.boggs@theusfgroup.com</td></tr> </table>				Thank you for your business.	Phone #	E-mail	Total \$292.50	615-472-8896	david.boggs@theusfgroup.com
Thank you for your business.	Phone #	E-mail	Total \$292.50						
	615-472-8896	david.boggs@theusfgroup.com							

Exhibit F

Proposed Order

**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 37921,)	
Debtors.)	Jointly Administered

**ORDER GRANTING MOTION FOR ALLOWANCE AND IMMEDIATE PAYMENT
OF ADMINISTRATIVE EXPENSES AND UNSECURED CLAIMS**

Upon consideration of the Motion (the “**Motion**”)² of The USF Group, Inc. (“**USF**”) for entry of an order pursuant to Section 502, 503, and 546(c) of Title 11 of the United States Code (the “**Bankruptcy Code**”) authorizing the allowance and immediate payment of certain of the O&M Claims; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. §157(b); and due and proper notice of the Motion having been provided to the necessary parties; and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Motion is proper; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

¹ The Debtors (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); Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); and Clarksdale Regional Physicians, LLC (5311).

² Capitalized terms used but not defined herein shall have the meanings set forth in the Motion.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**.
2. USF's 503(b)(9) Claims in the total amount of **\$22,146.02** are hereby **allowed** under Section 502 of the Bankruptcy Code on a **full and final basis** as administrative expense claims entitled to priority under Section 503(b)(9) of the Bankruptcy Code (the "**503(b)(9) Claims**"), which 503(b)(9) Claims shall not be subject to further objection by the Debtors and/or any other party in interest.
3. With respect to payment of the 503(b)(9) Claims allowed herein, the respective Debtors shall pay such allowed 503(b)(9) Claims in full within fourteen (14) days upon entry of this Order.
4. Nothing herein waives or extinguishes any right of USF to have any other claims not specifically addressed herein allowed and paid in accordance with the terms of the Bankruptcy Code and/or this Court's Orders, and all of USF's rights, defenses, and claims are reserved in their entirety.
5. Any applicable stay of this Order is hereby waived.
6. This Court retains jurisdiction to hear and determine all matters arising from and/or related to the implementation and/or interpretation of this Order.

IT IS SO ORDERED.

**THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY
AS INDICATED AT THE TOP OF THE FIRST PAGE.**

SUBMITTED FOR ENTRY BY:

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 The USF Group,
Inc.*