

United States Bankruptcy Court
Middle District of Tennessee

In re:
Curae Health Inc.
Debtor

Case No. 18-05665-CMW
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0650-3

User: bmp2450
Form ID: pdf001

Page 1 of 4
Total Noticed: 1

Date Rcvd: Jun 24, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 26, 2020.

db +Curae Health Inc., 1721 Midpark Road, Suite B200, Knoxville, TN 37921-5977

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 26, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 24, 2020 at the address(es) listed below:

ANDREW H SHERMAN on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. asherman@sillscummis.com, mdelgiudice@sillscummis.com
BENJAMIN MICHAEL KATZ on behalf of Creditor Bio-Medical Applications of Mississippi, Inc. bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
BENJAMIN MICHAEL KATZ on behalf of Defendant Andrea Rich-McLerran bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
BENJAMIN MICHAEL KATZ on behalf of Defendant James Decker bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
BENJAMIN MICHAEL KATZ on behalf of Defendant Stephen Clapp bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
BENJAMIN MICHAEL KATZ on behalf of Defendant Anne Swartz bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
BENJAMIN MICHAEL KATZ on behalf of Defendant Gregory Harb bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
BENJAMIN MICHAEL KATZ on behalf of Defendant Strategic Health Resources, LLC bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
BENJAMIN MICHAEL KATZ on behalf of Defendant David Lopater bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
BENJAMIN MICHAEL KATZ on behalf of Defendant Timothy Brown bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
BENJAMIN MICHAEL KATZ on behalf of Defendant Sarah Moore bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
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BENJAMIN MICHAEL KATZ on behalf of Defendant Joseph Dawson bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
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BENJAMIN MICHAEL KATZ on behalf of Defendant Leroy Jarnagin bkatz@fbtlaw.com, sbryant@fbtlaw.com;cajones@fbtlaw.com;abatts@fbtlaw.com;sbryant@ecf.inforuptcy.com
BETH ELLEN ROGERS on behalf of Creditor The USF Group, Inc Distribution@berlawoffice.com
BORIS I MANKOVETSKIY on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. bmankovetskiy@sillscummis.com, mdelgiudice@sillscummis.com
BRITTANY S OGDEN on behalf of Creditor Leaf Capital Funding, LLC Brittany.Ogden@quarles.com, Kristie.Knitter@quarles.com
BRUCE ANTHONY SAUNDERS on behalf of Interested Party Cigna Health and Life Insurance Company tsanders@wyattfirm.com

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

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DAVID G THOMPSON on behalf of Defendant ServisFirst Bank dthompson_br@nealharwell.com, gfox@nealharwell.com
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DAVID M ANTHONY on behalf of Creditor CHG-MERIDIAN USA Corp. anthonybk@bonelaw.com
DAVID W HOUSTON, IV on behalf of Interested Party North Mississippi Health Services, Inc. dhouston@burr.com, mmayes@burr.com
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G. RHEA BUCY on behalf of Creditor MEDHOST of Tennessee, Inc. Rbucy@GSRM.com, jcook@gsrcm.com;asowney@gsrcm.com
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JAMES A BOBO on behalf of Creditor Division of Medicaid State of Mississippi jbobo@ago.state.ms.us
JAMES AUMAN HALTOM on behalf of Creditor Shumacher Clinical Partners James.haltom@tn.gov
JAMES E BAILEY, III on behalf of Creditor Methodist Healthcare - Memphis Hospitals, Inc. jeb.bailey@butlersnow.com, ecf.notices@butlersnow.com;mary.elam@butlersnow.com
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JOHN L RYDER on behalf of Creditor TCF Equipment Finance jlr@harrisshelton.com
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JOSEPH P RUSNAK on behalf of Creditor BOA VIDA HEALTHCARE, LLC JRUSNAK@TEWLAWFIRM.com, thobbs@tewlawfirm.com
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KATHARINE B FISCHMAN on behalf of Defendant Christopher Sawyer kfischman@fbtlaw.com, abatts@fbtlaw.com;kmonti@fbtlaw.com;daking@fbtlaw.com
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KATHARINE B FISCHMAN on behalf of Defendant Joseph Dawson kfischman@fbtlaw.com, abatts@fbtlaw.com;kmonti@fbtlaw.com;daking@fbtlaw.com
KATHARINE B FISCHMAN on behalf of Defendant Anne Swartz kfischman@fbtlaw.com, abatts@fbtlaw.com;kmonti@fbtlaw.com;daking@fbtlaw.com

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

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 KATHARINE B FISCHMAN on behalf of Defendant Gregory Harb kfischman@fbtlaw.com, abatts@fbtlaw.com;kmonti@fbtlaw.com;daking@fbtlaw.com
 KATHARINE B FISCHMAN on behalf of Defendant Strategic Health Resources, LLC kfischman@fbtlaw.com, abatts@fbtlaw.com;kmonti@fbtlaw.com;daking@fbtlaw.com
 KATHARINE B FISCHMAN on behalf of Defendant David Lopater kfischman@fbtlaw.com, abatts@fbtlaw.com;kmonti@fbtlaw.com;daking@fbtlaw.com
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 LINDA W. KNIGHT on behalf of Creditor City of Amory, Mississippi LKNIGHT@GSRM.COM, jcook@gsrm.com;asowney@gsrm.com
 LINDA W. KNIGHT on behalf of Creditor MEDHOST of Tennessee, Inc. LKNIGHT@GSRM.COM, jcook@gsrm.com;asowney@gsrm.com
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 LUCAS T ELLIOT on behalf of Defendant Christopher Sawyer lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant James Decker lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant Warren Payne lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant Leroy Jarnagin lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant Andrea Rich-McLerran lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant Sarah Moore lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant Stephen Clapp lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant Gregory Harb lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant Timothy Brown lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant Joseph Dawson lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant Strategic Health Resources, LLC lelliott@fbtlaw.com
 LUCAS T ELLIOT on behalf of Defendant Anne Swartz lelliott@fbtlaw.com
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 MICHAEL EDWARD COLLINS on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. mcollins@manierherod.com, TN44@ecfcbis.com;acarper@manierherod.com;rmiller@manierherod.com
 MICHAEL EDWARD COLLINS on behalf of Trustee Steven D Sass LLC as Debtor Representative and Liquidating Trustee mcollins@manierherod.com, TN44@ecfcbis.com;acarper@manierherod.com;rmiller@manierherod.com
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 PAUL G JENNINGS on behalf of Creditor CHSPSC, LLC pjennings@bassberry.com, bankr@bassberry.com
 PAUL G JENNINGS on behalf of Creditor CHS/Community Health Systems, Inc. pjennings@bassberry.com, bankr@bassberry.com
 ROBERT WILLIAM MILLER on behalf of Creditor Committee Official Committee of Unsecured Creditors of Curae Health, Inc., et al. rmiller@manierherod.com
 ROBERT WILLIAM MILLER on behalf of Trustee Steven D Sass LLC as Debtor Representative and Liquidating Trustee rmiller@manierherod.com
 ROBERT WILLIAM MILLER on behalf of Plaintiff STEVEN D SASS LLC rmiller@manierherod.com

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

RONALD G STEEN, JR on behalf of Creditor Aesynt, Incorporated ronn.steen@thompsonburton.com
 RONALD G STEEN, JR on behalf of Creditor SpecialCare Hospital Management Corporation
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 RONALD G STEEN, JR on behalf of Creditor Owens & Minor Distribution, Inc.
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 THOMAS H. FORRESTER on behalf of Creditor MEDHOST of Tennessee, Inc. TForrester@GSRM.COM,
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 WILLIAM L NORTON, III on behalf of Creditor BECKMAN COULTER, INC. bnorton@bab.com
 WILLIAM L NORTON, III on behalf of Creditor Athenahealth bnorton@bab.com

TOTAL: 128



Charles M. Walker
U.S. Bankruptcy Judge
Dated: 6/24/2020



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

In re:

Curae Health, Inc., *et al.*¹

1721 Midpark Road, Suite B200
Knoxville, TN 37921

Debtors.

Chapter 11

Case No. 18-05665

Judge Walker

Jointly Administered

Re: Docket Nos. 1278, 1305, 1309

**AGREED ORDER RESOLVING LIQUIDATING TRUSTEE'S MOTION (I) TO
COMPEL BLUECROSS BLUESHIELD OF TENNESSEE, INC. TO (A) TURNOVER
ESTATE PROPERTY AND (B) PROVIDE AN ACCOUNTING OF ESTATE
PROPERTY IN ITS POSSESSION, AND (II) FOR RELATED RELIEF**

This matter is before the Court on the *Motion (I) to Compel BlueCross BlueShield of Tennessee, Inc. to (A) Turnover Estate Property and (B) Provide an Accounting of Estate Property*

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).

in Its Possession, and (II) for Related Relief (the “Motion to Compel”) [Docket No. 1278] filed by Steven D. Sass, LLC, in its capacity as Liquidating Trustee and Debtor Representative (the “Liquidating Trustee”) under the confirmed Joint Chapter 11 Plan of Liquidation (the “Plan”). The Motion to Compel sought recovery of funds and other relief relating to the Administrative Services Agreement (the “ASA”) between BlueCrossBlueShield of Tennessee, Inc. (“BCBST”) and Curae Health Inc. (“Curae”) relating to the Curae Health Benefit Plan established for employees of Curae (the “Curae Health Benefit Plan”). The Liquidating Trustee, on behalf of Curae, and BCBST, each by and through their undersigned counsel, have stipulated and agreed to a resolution of the Motion to Compel on the terms set forth below and as reflected in Exhibit A to this Order. The Court hereby finding the terms of resolution as agreed by the Parties and reflected in this Order and Exhibit A to be a valid and proper exercise of the Liquidating Trustee’s business judgment, it is hereby:

ORDERED that the terms of the First Amendment to the Administrative Services Agreement Between BlueCross BlueShield of Tennessee, Inc. and Curae Health, Inc. (the “Plan Amendment”), which is attached as Exhibit A to this Order, are hereby approved and the Liquidating Trustee is authorized and directed to execute the Plan Amendment on behalf of Curae and the Curae Health Benefit Plan; and it is further

ORDERED that, upon payment by BCBST of the Final Settlement in accordance with the Plan Amendment, the Liquidating Trustee, Curae, and BCBST shall be deemed to have released all mutual claims arising under or relating to the ASA; and it is further

ORDERED that nothing in this Order or the Plan Amendment shall be deemed to (i) be a finding that the ASA or the Curae Health Benefit Plan have been assumed pursuant to section 365 of the Bankruptcy Code, or (ii) prejudice the ability of the Liquidating Trustee to argue that the

ASA and the Curae Health Benefit Plan were deemed rejected in accordance with Section VI.A of the Plan; and it is further

ORDERED that this Order relates solely to the resolution of the Motion to Compel and does not create any rights in any beneficiary under the Curae Health Benefit Plan.

IT IS SO ORDERED.

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

Submitted for Entry By:

MANIER & HEROD, P.C.

/s/ Robert W. Miller
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Robert W. Miller (Bar No. 31918)
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-and-

SILLS CUMMIS & GROSS P.C.

Andrew H. Sherman (admitted *pro hac vice*)
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*Co-Counsel to Steven D Sass LLC,
in its capacity as Liquidating Trustee
and Debtor Representative*

-and-

WALLER LANSDEN DORTCH & DAVIS, LLP

/s/ Tyler Layne

Tyler Layne (Bar No. 033401)

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EXHIBIT A

**FIRST AMENDMENT TO THE
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUECROSS BLUESHIELD OF TENNESSEE, INC.
and
CURAE HEALTH, INC.**

BlueCross BlueShield of Tennessee, Inc. ("BCBST" or "BlueCross"), and Curae Health, Inc. ("Employer") (collectively the "parties") have previously entered into an Administrative Services Agreement ("Agreement"). This is the First Amendment ("Amendment") to that Agreement.

For valuable consideration, the receipt of which is duly acknowledged the parties agree as follows:

1. **Article III – Term and Termination, Section 3.8 Administration After Termination**, is hereby replaced with the following:

3.8 Administration After Termination. Employer and BlueCross agree that BlueCross will continue to process claims incurred on or before March 31, 2019 that BlueCross receives on or before September 30, 2019. Employer and BlueCross agree that BlueCross will reject any claims that BlueCross receives after September 30, 2019. "Run-Out Claims" means those claims incurred for Covered Services performed prior to the termination of this Agreement, but not yet paid and/or not submitted for payment to BlueCross prior to the termination of this Agreement. For purposes of this Agreement, the date a claim is "incurred" is the date the particular service was rendered or the supply was furnished. There is a separate and distinct administrative fee for BlueCross providing administrative services to pay Run-Out Claims, which is set forth in Exhibit B.

2. **Article III – Term and Termination, Section 3.9 Final Settlement**, is hereby replaced with the following:

3.9 Final Settlement. BlueCross will cease any Services performed on Employer's behalf on September 30, 2019 ("Process Conclusion Date"). Due to the termination of the Services, BlueCross completed a final calculation on or about April 15, 2020 to reconcile any and all claims payments, fund transfers, recoveries received, etc. to determine the amount necessary to finalize both parties' obligations under this Agreement ("Final Settlement"). As a result of that calculation, BlueCross and Employer agree that the total Final Settlement amount due Employer is \$126,544 and that payment of that Final Settlement amount by BlueCross terminates any and all past, present, or future obligations and/or liabilities that BlueCross might have to Employer, its agents, servants, employees, successors, trustees, and assigns and any and all past, present, or future obligations and/or liabilities that Employer might have to BlueCross, its agents, servants, employees, successors, trustees, and assigns. The Final Settlement shall be made by BlueCross to Employer on or before July 10, 2020.

3. **Exhibit B to the Agreement, Section 8 Run-Out Claims**, is hereby replaced with the following:

Run Out Claims after Termination of Agreement. The parties understand and agree that this Agreement terminates on March 31, 2019 pursuant to Section 3.1.1 of the Agreement and Employer's notice dated March 28, 2019 informing BlueCross that Employer would not extend the term of the Agreement. BlueCross will administer run out claims for Employer through September 30, 2019. The monthly ASFs for performing this service shall be the same as the ASFs charged Employer at termination of the Agreement. The monthly ASFs for performing this service shall be based on an average of the number of Subscribers covered under this

Agreement for the 3 months immediately prior to the termination date of this Agreement. This fee shall be billed for the first 3 months of the run-out period.

4. **Exhibit C** to the Agreement, Section 3 Claims Processing, **Section 3.8** is hereby replaced with the following:

3.8 At the termination of this Agreement, BlueCross shall administer the payment of claims for Employer for claims incurred on or before March 31, 2019, but received by BlueCross on or before September 30, 2019, in accordance with the Run Out provision. These claims shall be administered as any other claim handled during the term of the Agreement, and shall be subject to the same restrictions.

The parties have caused this Amendment to be executed on the latest date signed by a party in the signature box below by their duly authorized representatives to be effective as of April 15, 2020.

Other Acceptable Forms of this Document. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, and/or an electronic version.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

Authorization. The undersigned persons hereby warrant that they are duly authorized to bind each of their represented parties to the terms of this Agreement.

**BLUECROSS BLUESHIELD OF
TENNESSEE, INC.**

CURAE HEALTH, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title _____

Title: _____

Date: _____

Date: _____

Address: 1 Cameron Hill Circle
Chattanooga, TN 37402

Address: 121 Leinert Street
Clinton, TN 37716

Employer I.D. No.: 47-227563

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.