

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Northern District of Georgia		PROOF OF CLAIM
Name of Debtor: Hutcheson Medical Center, Inc.	Case Number: 14-42863-pwb	<div style="transform: rotate(-90deg); transform-origin: center;"> FILED IN U.S. COURTS OF THE NORTHERN DISTRICT OF GEORGIA MAY - 1 PM 2015 M. REGINA THOMAS CLERK BY <u>SC</u> DEPUTY CLERK </div>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): MedCare South, LLC		
Name and address where notices should be sent: MedCare South, LLC, 900 Circle 75 Parkway, Ste. 1120, Atlanta, GA 30339		<input type="checkbox"/> Check this box if this claim amends previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Telephone number: (770) 933-7000 email: sheila.brockman@medcare-south.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where payment should be sent (if different from above):		
Telephone number: _____ email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>39,039.75</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Contract for consulting services; owed for 2 unpaid invoices</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: N / A	3a. Debtor may have scheduled account as: <u>Schedule says lesser amount</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): N / A (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(). Amount entitled to priority: \$ _____
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

Hutcheson Med POC



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7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Sheila Brockman

Title: Vice President

Company: MedCare South, LLC

Address and telephone number (if different from notice address above):

(Signature)

(Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



MedCare South
900 Circle 75 Parkway, Suite 1120
Atlanta, GA 30339
770-933-7063 (Phone)
770-933-7010 (Fax)

DATE	INVOICE NO
11/6/2014	1008

Hutcheson Medical Center
Attn: Farrell Hayes, CEO
100 Gross Crescent Circle
Ft. Oglethorpe, GA 30742

Description	Month	Total
Revenue Cycle Consulting Services	October 1 - 31, 2014	\$22,500.00
Reimbursement of expenses for Phoebe Irvine 9/21/14-10/23/14		
Reimbursement of expenses for Kelly Smallwood 9/28/14-10/31/14		
	Meals	\$ 332.76
	Mileage	\$ 1,002.40
	Lodging	\$ 184.86
Total Payment Due		\$ 24,020.02

Please remit payment to the above address to the attention of Accounts Payable within 30 days of receipt.

Thank you for your business and please keep us in mind for other operational needs/solutions!



MedCare South
900 Circle 75 Parkway, Suite 1120
Atlanta, GA 30339
770-933-7063 (Phone)
770-933-7010 (Fax)

DATE	INVOICE NO
11/19/2014	1009

Hutcheson Medical Center
Attn: Farrell Hayes, CEO
100 Gross Crescent Circle
Ft. Oglethorpe, GA 30742

Description	Month	Total
Revenue Cycle Consulting Services	November 1-19, 2014	\$14,250.00
Reimbursement of expenses for Kelly Smallwood 9/28/14-10/31/1	Meals Mileage Lodging	\$ 113.39 \$ 286.44 \$ 369.72
Total Payment Due		\$ 15,019.55

Please remit payment to the above address to the attention of Accounts Payable within 30 days of receipt.

Thank you for your business and please keep us in mind for other operational needs/solutions!

MEDCARE SOUTH INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT, dated as of August 28, 2014 (the "Effective Date"), is made by and between HUTCHESON MEDICAL CENTER ("HUTCHESON") and MEDCARE SERVICES, LLC, d/b/a MedCare South ("CONTRACTOR") a Georgia limited liability company.

WHEREAS, HUTCHESON has determined that it requires the services of a CONTRACTOR from time to time; and

WHEREAS, HUTCHESON desires that CONTRACTOR provide the services as outlined in this Agreement; and

WHEREAS, HUTCHESON and CONTRACTOR would like to provide a full statement of their Agreement in connection with the services to be rendered by CONTRACTOR.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged by the parties, agree hereto as follows:

1. SERVICES TO BE PROVIDED:

CONTRACTOR agrees to provide on-site routine daily Services by a revenue cycle Consultant. In addition, one other Consultant will devote a minimum of 8 hours one day per week either on-site or off-site to HUTCHESON. Consultants will be responsible for prioritizing their daily tasks/responsibilities except as otherwise directed by HUTCHESON's Chief Executive Officer. Services will include normal business office functions, training policies for registration, scheduling, pre-certs, medical necessity and collections, training of new staff members including new Business Office Director, centralization of clinics and business office billing and implementation of new software system (Razor.) Consultants will work 8:30 am to 5:00 pm each work day to include regular travel time.

HUTCHESON agrees to do the following: Provide CONTRACTOR with space in which to work, access to data and systems needed to perform tasks and proper authority to direct meaningful and beneficial change.

2. MISCELLANEOUS

2.1) CONTRACTOR will not discriminate on the basis of race, color, sex, age, religion, national origin or handicap in providing Services under this Agreement or in the selection of employees or independent CONTRACTOR.

2.2) CONTRACTOR hereby agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller of the General Accounting Office ("GAO") or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs of providing services under this Agreement.

2.3) CONTRACTOR hereby agrees to comply with the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) on accreditation and all other applicable regulatory licensure and accrediting agencies, as appropriate.

2.4) The validity or enforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions herein.

3. THIS SECTION INTENTIONALLY LEFT BLANK

4. STATUS OF INDEPENDENT CONTRACTOR

4.1) CONTRACTOR shall be an independent CONTRACTOR. CONTRACTOR shall not be an employee of or a partner or joint venture with HUTCHESON and shall not have authority to act on behalf of HUTCHESON.

4.2) CONTRACTOR shall have the right to control the manner in which she performs its duties under this agreement.

4.3) CONTRACTOR will report all of its earnings under this Agreement in the manner appropriate to its status and file all necessary reports and pay all taxes with respect to such payments. There will not be payroll tax deductions by HUTCHESON as CONTRACTOR is not an employee. Payment will be made by HUTCHESON to CONTRACTOR, who will be responsible for paying its own employees or other personnel to whom it has delegated work.

4.4) CONTRACTOR shall not use or display the HUTCHESON name or other identifying symbols in connection with this Agreement.

5. INDEMNIFICATION

5.1) CONTRACTOR shall defend, indemnify and hold harmless HUTCHESON it's officers, directors, agents and employees from any and all claims, actions, liability and expense (including costs of judgments, settlements, court costs and attorneys' fees, regardless of the outcome of such claim or action) arising out of, or related to CONTRACTOR'S gross negligence or any other claim, action, liability or expense arising out of or related to CONTRACTOR'S performance of the provisions of this agreement.

5.2) HUTCHESON shall defend, indemnify and hold harmless CONTRACTOR and it's officers, directors, agents and employees from any and all claims, actions, liability and expense (including costs of judgments, settlements, court costs and attorneys' fees, regardless of the outcome of such claim or action) arising out of, or related to HUTCHESON'S gross negligence or any other claim, action, liability or expense arising out of or related to HUTCHESON'S performance of the provisions of this agreement.

6. CONFIDENTIALITY

6.1) CONTRACTOR agrees that the patient, clinical and financial information of HUTCHESON are confidential and CONTRACTOR shall not disclose or release such information or documents to third parties.

6.2) CONTRACTOR agrees to the extent required by the United States Social Security Act that until the expiration of four (4) years after the furnishing of service pursuant to this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of the Department of Health and Human Services (the "Secretary"), or upon

written request to the Comptroller General, this Agreement, books, documents and records of CONTRACTOR that are necessary to certify the nature and extent of the costs claimed to Medicare with respect to the services provided under this Agreement.

6.3 CONTRACTOR agrees to sign a Confidentiality Agreement with HUTCHESON.

7. THIS SECTION INTENTIONALLY LEFT BLANK

8. PROFESSIONAL FEES

8.1) CONTRACTOR agrees to perform the services under this agreement for the monthly fee of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00) (exclusive of travel, lodging and meals) beginning October 1, 2014 and ending September 30, 2015.

8.2 Upon completion of monthly services performed, CONTRACTOR will invoice HUTCHESON for services rendered. Invoice shall also include expenses incurred for travel, lodging and meals compliant with CONTRACTORS travel and business expense policies. CONTRACTOR will make available upon request, expense reports and substantiating documentation. HUTCHESON shall pay invoice no later than 30 days after its receipt.

9. TERM

9.1) This Agreement may be terminated by either party at any time, without cause, upon no less than SIXTY (60) days written notice to the other party. Either party may immediately terminate this agreement WITH CAUSE upon written notice to the other party.

9.2) Proper Notice shall be deemed given if sent by registered mail, hand delivery or by overnight mail such as Federal Express to the address below:

CONTRACTOR: MEDCARE SOUTH
ATTN: Phoebe Irvine
900 Circle 75 Parkway, Suite 1120
Atlanta, GA 30339

HUTCHESON: MEDICAL CENTER
Farrell Hayes, CEO
100 Gross Crescent Circle
Fort Oglethorpe, GA 30742

10. MISCELLANEOUS

10.1) Severability. The invalidity of any provision of this Agreement will not affect the validity of any other provision.

10.2) Waiver. The waiver by HUTCHESON or CONTRACTOR of a breach of this Agreement will not operate as a waiver of any subsequent breach. No delay in action with regard to any breach of this Agreement will be constructed to be a waiver of the breach.

10.3) Assignment. This Agreement will not be assigned by either party without the prior written consent of the other. This Agreement will work to the benefit of, and be binding upon, the parties hereto and, to the extent the parties consent to an assignment of this Agreement, their respective successors and assigns.

10.4) Governing Law. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Georgia; jurisdiction shall be Cobb County, Georgia.

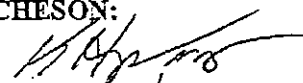
10.5) Headings. The section headings contained in this Agreement are for reference purposes only and will not affect the meaning of this Agreement.

10.6) Survival of Covenants. The covenants and obligations of both parties contained in Sections 5 and 6, above, will survive the termination of this agreement.

10.7) Modification. This Agreement contains the entire understanding of the parties and will be modified only by a written document signed by each party.

IN WITNESS WHEREOF, HUTCHESON and CONTRACTOR have executed this Agreement on the day and year set forth at the beginning of this Agreement.

HUTCHESON:

By: 
By: Kevin Hopkins, Esq., Pres.

Its: ~~Chief Executive Officer~~

VP Operations
Date: 9/10/2014

CONTRACTOR:

By: 

Date: 9-10-14

Northern District of Georgia Claims Register

[14-42863-pwb Hutcheson Medical Center, Inc.](#)

Judge: Paul W. Bonapfel

Chapter: 11

Office: Rome

Last Date to file claims: 05/01/2015

Trustee:

Last Date to file (Govt):

Creditor: (18633671)
MEDCARE SOUTH
900 CIRCLE 75 PARKWAY
SUITE 1120
ATLANTA, GA 30339

Claim No: 167
Original Filed
Date: 05/01/2015
Original Entered
Date: 05/01/2015

Status:
Filed by: CR
Entered by: mrr
Modified:

Amount claimed: \$39039.75

History:

[Details](#) [167-](#) 05/01/2015 Claim #167 filed by MEDCARE SOUTH, Amount claimed: \$39039.75 (mrr)
[1](#)

Description:

Remarks:

Claims Register Summary

Case Name: Hutcheson Medical Center, Inc.

Case Number: 14-42863-pwb

Chapter: 11

Date Filed: 11/20/2014

Total Number Of Claims: 1

Total Amount Claimed*	\$39039.75
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		