



U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed December 3, 2015



United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	§	Chapter 11
	§	
VICTORY MEDICAL CENTER	§	CASE NO. 15-42373-rfn-11
MID-CITIES, LP et. al. ¹	§	
	§	Jointly Administered
	§	

ORDER GRANTING DEBTORS' APPLICATION TO
EMPLOY DR. JIN ZHOU D/B/A ERISACLAIM.COM AS SPECIAL COLLECTION
AGENT FOR DEBTORS ON CONTINGENCY FEE CONTRACT PURSUANT TO
11 U.S.C. §§ 327(a) AND 328(a)

[Relates to Docket #580]

The Court, considered the Application to Employ Dr. Jin Zhou d/b/a ERISAClaim.com (“Dr. Zhou”) as Special Collection Agent for Debtors filed by Victory Parent Company, LLC (“Debtor”). The Court finds that the relief requested is in the best interest of the Debtor’s estate; that Dr. Zhou is disinterested and represents no interest adverse to the Debtor in the matters upon which it is to be engaged within the definition of 11 U.S.C. § 101(14); and that the application

¹ The Debtors in these cases, along with the last four digits of their respective taxpayer ID numbers, are Victory Medical Center Mid-Cities, LP (2023) and Victory Medical Center Mid-Cities GP, LLC (4580), Victory Medical Center Plano, LP (4334), Victory Medical Center Plano GP, LLC (3670), Victory Medical Center Craig Ranch, LP (9340), Victory Medical Center Craig Ranch GP, LLC (2223), Victory Medical Center Landmark, LP (9689), Victory Medical Center Landmark GP, LLC (9597), Victory Parent Company, LLC (3191), Victory Medical Center Southcross, LP (8427), and Victory Medical Center Southcross GP, LLC (3460).

should be approved. Accordingly, it is

ORDERED THAT:

1. Dr. Jin Zhou d/b/a ERISAClaim.com be employed as Special Collection Agent to provide all necessary collection services to the Debtor as described in the Application pursuant to 11 U.S.C. §§ 327(a) and 328(a);
2. Dr. Zhou is employed, effective November 3, 2015, as Special Collection Agent to provide all necessary collection services to the Movant in this case as set forth in the Application.
3. Dr. Zhou shall be entitled to compensation as set forth in the Application and in the Claims Recovery Service Agreement attached hereto as **Exhibit A** without further application or order of this Court.

END OF ORDER

Submitted by:

Edward L. Rothberg
State Bar No. 17313990
Email: rothberg@hooverslovacek.com
Melissa A. Haselden
State Bar No. 00794778
Email: haselden@hooverslovacek.com
T. Josh Judd
State Bar No. 24036866
Email: judd@hooverslovacek.com
Curtis McCreight
State Bar No. 00794980
Email: mccreight@hooverslovacek.com
Hoover Slovacek LLP
5051 Westheimer, Suite 1200
Galleria Tower II
Houston, Texas 77056
Telephone: (713) 977-8686
Facsimile: (713) 977-5395
Attorneys for Debtors

CLAIMS RECOVERY SERVICE AGREEMENT

This CLAIMS RECOVERY SERVICE AGREEMENT (the "Agreement") is hereby entered into on this 3 day of November, 2015, by and between Jin Zhou, d.b.a. ERISAclaim.com, an Illinois Company ("Company"), and Victory Parent Company, LLP, ("Client"). (Company and Client may from time to time be referred to individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, Company is engaged in the business of patient advocacy and compliance assistance in advocating patient rights under Patient Protection and Affordable Care Act (PPACA) and ERISA, by appealing all improperly denied or delayed claims in accordance with PACA, ERISA and all applicable federal and state laws, and ultimately collecting these unpaid claims for what they are legally entitled to under the applicable plan provisions from health plans or third-party payers (the "Services");

WHEREAS, Company's Services are unique and highly specialized services which the Parties understand and agree are not legal services, accounting services, medical practices, healthcare claim coding/billing services or consumer debt collection services;

WHEREAS, Client is a healthcare service provider and has provided health related services to its patients at their request, some of which has resulted in unpaid or improperly denied healthcare claims from third-party payers. Client has pursued certain appeals for payment of the denied claims, but has been unsuccessful in prevailing administrative appeal process;

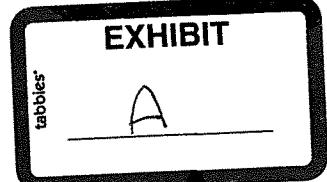
WHEREAS, Client wishes to contract with Company to provide Services, and Company desires to contract with Client to provide said Services, for a period of two (2) years after the date of this agreement, in pursuing the compliant claim appeal process of denied claims and ultimately collecting these unpaid claims of an estimated amount up to one hundred fifty million dollars (\$150,000,000), in exchange for a compensation of twenty-five (25) percent of the successful recovery from said Services;

WHEREAS, Company's Services are provided in compliance with ERISA, PPACA or other federal and state laws and claims regulations, to assist Client in appealing already known denied healthcare claims by payers as expressly identified in this agreement, therefore, the Client understands and agrees that NO EXPRESS or IMPLIED GUARANTEE or WARRANTY has been given to the Client as to the successful results or claims recovery that may be obtained from the Services rendered by the Company, and further agrees that except for expressly identified in this agreement, limited to the Consulting and Claim Appeals for already denied claims for the sole purpose of the Claims Recovery, Company's Services are not provided for any other known or unknown payer claims, dispute, demand or investigations by any entity, such as overpayment demand, post-payment audit, pre-payment review delays and denials, fraud and abuse allegations, other compliance issues or payer network contract dispute; and

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NOW, THEREFORE, in consideration of the following compensation arrangement by the Client, Company agrees that the client will not have any obligation or compensation to Company's claims recovery and appeal services that is solely based on the contingency basis unless there is a successful reimbursement or recovery from the third-party payers of the appealed claims by Company; and Client agrees to closely work with the Company in order to assist, execute or perform the said claims recovery and appeals operations at its own business or administrative expenses or costs under the Company's professional guidance or advice regardless of the recovery except for the compensation arrangement outlined below, and furthermore Client agrees that Client will pay Company for all other consulting services provided by the Company directly to the Client as specifically requested or expressly pre-authorized by the Client on a fee-for-service basis, and further in consideration of the foregoing and of the mutual benefits and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE I INCORPORATION OF RECITALS

1.1 Recitals. The recitals set forth immediately above are hereby incorporated and made a part of the Agreement as though fully set forth herein.

ARTICLE II SERVICES

2.1 Services. Pursuant to this clause, Company shall assist Client with the appeal and/or reversal of adverse healthcare claims determinations by third-party payers (the "Services") as set forth below on an entirely contingency basis, and Company shall also provide Client with all other necessary consulting services on a fee-for-services basis as separately but specifically requested or expressly pre-authorized by the Client in the course of this agreement. These are claims in which any and all appeals have been unsuccessful and are considered dead and written off by Client.

(a) Client hereby agrees to contract and utilize Company and its employees on an entirely contingent fee basis as Client's exclusive agent for the purpose of providing the ERISA Claims Recovery Services throughout the term of this Agreement, in pursuing the compliant claim appeal process of denied claims and ultimately collecting these unpaid claims of an estimated amount up to one hundred fifty million dollars (\$150,000,000), in exchange Client hereby agrees to compensate Company at twenty-five (25) percent of the successful recovery from said Services; the Client further agrees to pay Company all other necessary consulting services at a rate of \$3,500 per day (\$437.50 per hour) and reimburse the Company all actual travel expenses, only if separately but specifically requested or expressly pre-authorized by the Client

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(b) Client shall provide all necessary and reasonably obtainable documents or reports to Company, with such frequency and in such a manner as Company deems reasonably appropriate, detailing the status of the Gross Claims Collections.

(c) Client assumes all in-house operational responsibility with supporting employees, business expenses or costs and IT support in connection with all claim appeal activities, in order to closely work with Company. Client also assumes responsibility and liability for compliance in fraud and abuse avoidance and prevention, for maintaining proper, accurate and truthful business records, and for assuring no misrepresentation of any material facts in proper diagnostic and procedural coding and medical billing as well as accurate medical records or documentation, and expressly acknowledges that Company is not responsible for advising, reviewing, critiquing or correcting Client's billing and coding practices and procedures, which Client represents and warrants are accurate, professional, workmanlike and comport in all respects with applicable coding and billing standards and practices recognized in the medical industry.

(d) Client represents and warrants that all claims assigned to Company for professional services are free and clear from any claims of liens, ownership, compensation, commissions, and debts from any healthcare or billing service providers that in anyway affect the fees to be paid to the Company.

2.2 Client's Representations and Obligations.

(a) Client was duly organized and in good standing under the laws of the state of its organization. Client was appropriately licensed, and remained appropriately licensed throughout the term, it rendered the medical services for which it sought and was denied reimbursement.

(b) Client will comply in all material respects with all applicable federal, state and local laws, rules, ordinances and regulations applicable to it, including, without limitation, federal and state anti-kickback laws, anti-referral laws, HIPAA, Medicare, Medicaid, CHAMPUS, or other federal or state healthcare payment programs.

(c) Client represents and warrants that: (i) the denied claims submitted to Company for recovery hereunder are accurate and lawful claims for healthcare service rendered by Client; (ii) Client's coding and billing practices and procedures are accurate, professional, workmanlike and comport in all respects with applicable coding and billing standards and practices recognized in the medical industry; (iii) Client has no reason to believe that the denied claims submitted to Company are fraudulent or otherwise improper; and (iv) none of Client's billing practices violate any state or federal laws, particularly those pertaining to fraudulent or false claims.

(d) Client will inform or disclose to Company any of such potential investigation or allegations from any sources if such information or potential request becomes known to Client; (iii) Client will immediately inform or disclose to Company in less than 72 hours any new inquiries or review request from any payers or governmental

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regulatory agencies even after Company commenced recovery services (e) Client agrees and authorizes Company to submit proper appeals and talk to the payers under the Client's business name, as its ERISA & PPACA Appeals Department, so that all reimbursement or settlement checks must only go directly to the Client. Accordingly, Client will timely, in ten (10) business days, forward Company all payer correspondence or communication in connection with appeals with a secured Cloud or Server setup by the Client IT Department.

(f) Client agrees and authorizes Company to contact any patient, if necessary to obtain claim assignment or verification information from the patient in connection with claim appeals when Company notifies Client and obtains such prior-authorization.

(g) Neither Client nor any agent under its direction is in breach of any other contract, obligation or covenant that would affect the Company's ability to perform hereunder.

(h) Client shall compile and provide copies of all pertinent patient/claim documentation necessary for Company to render the Recovery Services ("Claims Data") which shall include, but may not be limited to, the following:

- 1) A master spreadsheet with a total number of denied claim amount, patients, time periods of date of services, and an itemization of patient names, claim numbers, each claim amounts, denial amounts and insurance companies ("Third-Party Payers") in spreadsheet or database format. A written schedule itemizing the foregoing data shall be attached hereto and made a part hereof as Exhibit "A";
- 2) Explanation of benefits (EOB) for each patient;
- 3) A copy of each patient's registration form, with insured employer and insurance information;
- 4) A copy of each patient's insurance card;
- 5) A copy of each patient's insurance verification;
- 6) Copies of any records regarding the status of each claim and appeal;
- 7) Copies of any other documents received or submitted in connection with Client's or Third-Party Payer's correspondence, written appeals, claim inquiry or document request.
- 8) If necessary, arrange for Company to have access to Client billing or patient accounting software, in order to assess claims and process appeals.

Company may from time to time request additional documentation (also "Claims Data") which Client shall also furnish; such documentation may include, but is be limited to, the following:

- a) Copies of patient medical records; and
- b) Copies of PPO Agreements with networks or Third-Party Payers.

2.4 Company's Obligations. Providing Client is in compliance with the terms and conditions of this Agreement and fulfills its prerequisites specified above, Company shall endeavor to provide the Recovery Services as follows:

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(a) Following Company's receipt of the Claims Data from Client, Company shall process the specified Claims Data and implement the ERISA Recovery Service in an effort to appeal and/or reverse those adverse healthcare claim determinations by Third-Party Payers as identified from time to time by the parties (collectively the "Claims").

(b) Company shall work closely with Client to implement the Recovery Services, and Company's efforts to render the Recovery Services shall be through Client or its designated agent or as Client's designated agent for the limited purpose of rendering the ERISA Recovery Services. Company is not a collection agency or bill collector. Throughout the term of this Agreement, Company shall act as Client's agent and render the Recovery Services in the name of Client. Company shall not communicate with Third-Party Payers using Company's name or any name of an individual or entity other than Client, and Company will not receive and/or process payments from Third-Party Payers on behalf of Client.

(c) Company will report to Client on a monthly basis regarding the status of the Recovery Services.

2.5 Company's Representations and Warranties.

(a) The Company is in good standing under the laws of the State of Illinois, and is authorized to do business in the State of Illinois and other states. The Company is duly organized in Illinois, to provide compliant appeal assistance to healthcare providers, as a third party administrative service provider, to advocate for their patient rights through compliant appeals under the plan provisions and applicable federal and state laws. The Company neither engages in nor provides Client with any legal, accounting, medical, billing & coding advice or services. The Company is not a consumer debt collection agency for any patient accounts therefore will never request or receive any payment from any patient on behalf of Client.

(b) The Company will comply in all material respects with all applicable federal, state and local laws, rules, ordinance and regulations applicable to it, including, without limitation, federal and state anti-kickback laws, anti-referral laws, the Health Insurance Portability and Accountability Act of 1996 (to the extent then applicable), Medicare, Medicaid, CHAMPUS, or other federal or state healthcare payment programs.

(c) Any and all services supplied hereunder by the Company shall be performed in a professional and workmanlike manner consistent with the quality standards and practices specified herein.

(d) None of the services supplied hereunder violate any state or federal laws, particularly those pertaining to illegal and unethical collection practices.

(e) Neither the Company nor anyone under its direction is in breach of any other contract, obligation or covenant that would affect the Company's ability to perform

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hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation or covenant.

2.6 No Guarantee of Results. Company makes no representations or warranties regarding the achievement of a specific result or outcome for Client. While Company agrees to exercise its best efforts on behalf of Client, it cannot and does not guarantee the result of the Recovery Services or any other category of Services rendered pursuant to this Agreement.

(a) Company's Services are provided in compliance with ERISA, PPACA or other federal and state laws and claims regulations, to assist Client in appealing already known denied healthcare claims by payers as expressly identified in this agreement, therefore, the Client understands and agrees that NO EXPRESS or IMPLIED GUARANTEE or WARRANTY has been given to the Client as to the successful results or claims recovery that may be obtained from the Services rendered by the Company.

(b) Client understands and further agrees that except for expressly identified in this agreement, Company's Services are not provided for any other known or unknown payer claims, dispute, demand or investigation(s) by any entity, such as overpayment demand, post-payment audit, pre-payment review delays and denials, fraud and abuse allegations, other compliance issues or payer network contract dispute.

(c) Company may, from time to time and at its own discretion, share with Client on educational information in healthcare compliance, fraud and abuse prevention, but shall be neither obligated in nor responsible for Client's own compliance liability in its billing, coding and documentation compliance.

2.7 Recovery Services Compensation. Company shall be compensated by Client as follows:

(a) Client shall pay to Company twenty-five percent (25%) of its Gross Claims Collections in connection with all successful appealed Claims (the "Compensation"). The term "Gross Claims Collections" means those amounts, including accounts receivable outstanding on the date of this Agreement, recovered and collected as a result of said services, after the date of this Agreement, by Company or Client from any persons or entities, including Third-Party Payers, pursuant to or as a direct or indirect result of the specific claims named in this agreement thru ERISA Recovery Services. However, Gross Claims Collections on accounts Company has determined and informed Client that Company is unable to collect shall not be included to the benefit of Company in any amounts recovered and collected on those claims which may be referred to an outside attorney or law firm for collection without regard to whether Company provided any services of any nature regarding such claims.

(b) Client shall track Gross Claims Collections for Claims and provide Company with a report, containing such detail as specified by Company, regarding the Client's Gross Claims Collections (the "Claims GCC Report"). Client shall forward the Claims GCC Report by electronic means to Company on Monday of each calendar week.

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Each Claims GCC Report shall detail the previous weeks' Gross Claims Collections in connection with Claims.

(c) ** Eliminated the section as this is defined in section 3.2.**

(d) Client understands and agrees that the Compensation in connection with all successful appealed Claims shall not be reduced in any way by other alleged overpayment demand, offset or recoupment by payers for any reasons from other patients or claims, as defined in the section 2.6 (b) of this agreement.

(e) In addition, Client shall pay Company \$3,500 per day (\$437.50 per hour) for any invoices within fifteen (15) days and reimburse Company all actual travel expenses, including airfare, rental car and hotel costs, for all other necessary consulting services, only if separately but specifically or expressly pre-authorized by Client.

ARTICLE III **COMPENSATION**

3.1 Company's Compensation. Company shall be compensated 25% of all actual recovered funds thru this agreement and 75% of all recovered funds will be paid to Client.

3.2 Payment Schedule. Company and Client shall reconcile payment compensation from 1st of the month through the 15th of the month, to be paid on the 25th day of the month and the 16th day of the month through the last day of the month, to be paid on the 10th day of the following month. The settlement process shall consist of a review of all payments covered by Company to date.

ARTICLE IV **CONFIDENTIALITY OF CLAIMS DATA**

4.1 Claims Data is Confidential. Company shall treat all Claims Data and other records furnished by Client as confidential. All Claims Data is the property of Client and shall be held in strictest confidence by Company. At no time shall Company communicate, disclose, furnish or use for the benefit of itself or any other person, firm, trust, partnership, corporation or other entity, in any way, or anywhere, other than Client's authorized use pursuant to the terms of this Agreement, any Claims Data or other Confidential Client Information. For purposes of this Agreement, the term "Confidential Client Information" shall mean any information which Company received from Client which is related to the Parties' relationship described herein and which is of a special, unique or non-public nature, including, but not limited to, all systems, data processing methods, programs, manuals, operating instructions and all other material developed for or specifically related to the Claims Data or Client's business. Notwithstanding the foregoing, the term "Confidential Client Information" does not include information that: (a) is lawfully in the public domain; (b) is or becomes available to the public through no breach of this Agreement; (c)

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was previously known by Company and/or its Representatives without any obligation to hold it in confidence; (d) is rightfully obtained from a person or entity not a party to this Agreement without any obligation of confidentiality; or (e) is independently developed by employees of Company and/or its Representatives without use of or reference to the Confidential Client Information.

4.2 Client's Confidential Patient Information. The Parties intend to comply in all respects with the provisions of the Health Insurance Portability and Accountability Act of 1996 "HIPAA" and all regulations promulgated thereunder. The Parties further agree to comply with the Standards for Privacy of Individually Identifiable Health Information, hereinafter "Privacy Regulations", including the "Business Associate" provisions stated therein.

ARTICLE V CONFIDENTIALITY OF SERVICES

5.1 Services are Proprietary and Confidential. The Company and Client shall sign a separate non-circumvent, non-infringement and non-disclosure agreement.

Notwithstanding the foregoing, the term "Confidential Company Information" is any and all information, documents, letters, forms, business protocols, operational procedures, but does not include information that: (a) is lawfully in the public domain; (b) is or becomes available to the public through no breach of this Agreement; (c) was previously known by Client and/or its Representatives without any obligation to hold it in confidence; (d) is rightfully obtained from a person or entity not a party to this Agreement without any obligation of confidentiality; or (e) is independently developed by employees of Client and/or its Representatives without use of or reference to the Confidential Company Information.

Client understands and agrees that Company Services are proprietary and confidential as defined above, and Client is prohibited forever from using and employing any such proprietary, confidential business information and trade secrets obtained or gained from Company Services unless expressly granted by Company. Any breach of such confidentiality and infringement of propriety trade secrets, intentionally or incidentally, will result in immediate termination of this contract and possible judicial proceedings for remedies.

5.2 Termination of the Agreement. Upon the written request of the Company, the Client shall return to the Company all written materials containing the Confidential Information within five (5) business days. Client shall immediately cease use of the Confidential Company Information upon the termination of this Agreement, and in accordance therewith, immediately following the termination of the business relationship between the Parties, Client and/or its Representatives shall, at the direction of the Company, destroy or return within five (5) business days of receipt of the request to the Company all Confidential Company Information in Clients and/or its Representatives' possession. Client and/or its Representatives shall not retain any Confidential Company Information. The Client shall also deliver to the Company a written statement signed by the Client certifying that all materials have been either destroyed or returned within five (5) business days of receipt of the request.

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ARTICLE VI
TERM OF AGREEMENT - TERMINATION

6.1 Term. The term of this Agreement shall be two (2) calendar years commencing on the effective date of this Agreement and continuing uninterrupted thereafter. At the expiration of any term hereof, this Agreement shall automatically renew for additional one (1) year terms, unless otherwise terminated pursuant to Section 6.2.

6.2 Termination. This Agreement may be terminated, with or without cause, by either Party as follows:

(a) In the event of a material breach of this Agreement by either Party which continues incurred for fifteen (15) days following the date of written notice of breach sent by the aggrieved Party as provided at paragraph 7.7, the aggrieved Party may terminate the agreement by subsequent written notice as provided at paragraph 7.7. The notice of breach shall plainly describe the alleged material breach with detail sufficient for the breaching Party to ascertain the full nature and extent of the breach and cure the same. The notice of termination shall declare the Agreement terminated and specify a date certain upon which the Agreement is formally terminated, such date being fifteen (15) days or more following the date of the written notice of breach.

(b) Either Party may terminate this Agreement for any reason by sending written notice of the termination to the other Party with at least sixty (60) days' notice.

6.3 Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

(a) Client shall pay to Company the Compensation then due and owing Company hereunder. Without limiting the foregoing, four (4) months from the date of any expiration or notice of termination of this Agreement, Company shall remain entitled to the Compensation specified in each executed schedule, and recovered funds shall be distributed to Company (25%) and to Client (75%), when due.

(b) Company shall promptly return to Client all original Confidential Client Information. Company shall not retain copies of any Confidential Client Information, either for Company's own use or otherwise. Company shall not use, or permit others to use, any Confidential Client Information, either for Company's own use or otherwise.

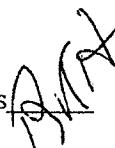
(c) Pursuant to section 5.2, Client shall promptly return to Company all original Confidential Company Information. Client shall not retain copies of any Confidential Company Information, either for Client's own use or otherwise. Client shall not use, or permit others to use, any Confidential Company Information, either for Client's own use or otherwise.

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(d) Following expiration or notice of termination of this Agreement, Client shall remain obligated to provide Company with New Claims GCC Reports and/or Aged Claims GCC Reports as provided in Schedule A for a period of four (4) months.

6.4 Survival. The Parties' warranties and obligations more specifically set forth in Articles III, IV and V and Sections 6.3, 7.1, 7.8, 7.12 and 7.14 hereof shall survive the expiration or termination of this Agreement for any reason whatsoever.

ARTICLE VII MISCELLANEOUS

7.1 Mutual Indemnification of and by the Parties.

(a) Client shall indemnify and hold Company, its members, equity partners, board of managers, employees, agents and consultants harmless from and against any and all losses, claims, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) resulting to Company, either directly or indirectly, as a result of any breach of this Agreement by Client or its agents and/or negligent acts of Client or its agents.

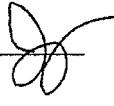
(b) Company shall indemnify and hold Client, its equity holders, directors, officers, employees and agents harmless from and against any and all losses, claims, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) resulting to Client, either directly or indirectly, as a result of any breach of this Agreement by Company or its agents and/or negligent acts of Company or its agents.

7.2 Nature of Service. Patient Advocacy and Compliance Assistance in administrative appeal process in compliance with applicable claims regulations.

(a) Company's Services are limited to patient advocacy and compliance assistance in advocating patient rights under Patient Protection and Affordable Care Act (PPACA) and ERISA, by appealing all improperly and already denied or delayed claims in accordance with PACA and ERISA or all applicable federal and state laws, as well as plan provisions.

(b) Company is engaged in the business of assisting healthcare organizations, such as Client, in recovering improperly denied claims on the basis of ERISA or applicable federal and state laws. Client has engaged Company to render this service on claims from the last five (5) years and has agreed to accept the benefit thereof. In the regular course of providing the Service, Company may from time to time share or otherwise provide Client with documents, data and/or other information for Client's review and discretionary use in connection with Client's regular business practices and dealings with healthcare insurance companies.

(c) Company is not a law firm, accounting firm, medical coding/billing company or

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governmental agency, and it is not engaged in providing professional advice including, but not limited to, legal, accounting, tax, or medical coding/billing advice. Company makes no representations or warranties and accepts no liability for the accuracy, content, completeness, legality, reliability or functionality of said information and/or documents and does not make any representations or warranties that said information and/or documents are fit for any particular purpose. Company makes no representations or warranties regarding the achievement of a specific result or outcome for Client. While Company will exercise its best efforts on behalf of Client, it cannot and does not guarantee results.

(e) Company is not a consumer debt collection agency, and does not collect any payment from any patient.

(f) The publication or release of information by Company is done so with the specific understanding of Company and Client that Company is not engaged in rendering legal, accounting or other professional advice. Furthermore, Company does not teach, advise or otherwise make recommendations regarding coding and/or billing of Client's healthcare claims.

(g) Client further acknowledges its understanding that Company is not affiliated or otherwise associated in any way with any state or federal governmental entities specifically including, but not limited to, the U.S. Department of Health and Human Services and any of the Department's programs including the Medicare/Medicaid programs.

7.3 Circumstances Beyond Company's Control. The obligations of Company hereunder shall be suspended to the extent that Company is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts) wars, acts of God, fires, storms, accidents, governmental regulations, or any other cause whatsoever which is beyond Company's control.

7.4 Independent Relationships. None of the provisions of this Agreement is intended to create, nor shall it be deemed or construed to create, any relationship between Company and Client other than that of independent entities contracting with each other hereunder solely for the purpose of performing the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees shall be construed to be the employer or employee of the other. Client and Company agree that in performing the activities hereunder neither Party shall have the authority on behalf of the other Party to enter into contracts or otherwise bind either Party without a written agreement by both Parties.

7.5 Governing Law; Venue. This Agreement shall be construed under the laws of the State of Texas and the United States of America. The state and federal courts with jurisdiction over and located within Harris County, Texas shall have exclusive jurisdiction in the event of any dispute concerning this Agreement and shall be the proper venue for adjudication of any disputes concerning this Agreement. In the event that one or more of the provisions of this Agreement are rendered void

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or unenforceable, no other provision shall be affected. If any provision is found too broad to be effective, that provision shall be enforced to the extent possible.

7.6 Assignability. Neither this Agreement nor any interest herein, nor any claim hereunder, may be assigned or transferred by either Party to any other person or entity without the prior written consent of both Parties. The rights and obligations of the Parties hereunder shall benefit and bind each of their respective successors and permitted assigns.

7.7 Notices. Any notice that must be given to Client under this Agreement will be given by either hand-delivering it or sending it by registered mail with return receipt or a nationally-recognized overnight delivery service to the following addresses:

If to Company:

ERISAclaim.com
1260 Bamberg Ct.
Hanover Park, IL 60133

With copy to:

If to Client:

Victory Parent Company, LLP
Attention: Robert N. Helms, Jr., CEO
2201 Timberloch Place
Suite 200
The Woodlands, Tx 77380

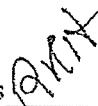
With copy to:

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7.8 Entire Agreement; Amendment; Severability. This Agreement constitutes the entire agreement and understanding between the Parties, superseding any prior understandings, commitments or agreements, oral or written, with respect to the subject matter hereof. Any changes or modifications to this Agreement must be in writing and acknowledged and agreed to by the Parties. If any provision of this Agreement or the application thereof shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then such provision shall be deemed reduced to the extent necessary to make such provision enforceable, and the validity, legality and enforceability of all other applications of such provision, and of all other provisions and applications hereof, shall not in any way be affected or impaired.

7.9 Remedies. Client acknowledges that, in the event of Client's breach or anticipated breach of the provisions of Articles IV and V of this Agreement, Company will not have an adequate remedy at law and Company shall be entitled to obtain immediate injunctive relief against Client from any court of competent jurisdiction. Company's right to obtain injunctive relief shall not limit its right to seek any other legal or equitable remedies including, without limitation, monetary damages.

7.10 Headings; Interpretations. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, as applicable.

7.11 Waivers. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

7.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile transmitted copies of this Agreement and its counterparts including facsimile signatures of the Parties.

7.13 Confidentiality. Client hereby covenants and agrees with Company that Client shall not disclose any of the terms or provisions of this Agreement to any other person or entity, and acknowledges that any such disclosure shall constitute a material breach of this Agreement.

7.14 Attorney's Fees. In the event either Party is required to retain the services of an attorney to enforce this Agreement or to defend against any cause of action, claim, or counterclaim brought by the other Party pursuant to this Agreement, then the prevailing party shall be entitled to recover the attorneys' fees and costs which it has incurred, in addition to other remedies to which it is entitled under applicable law; provided, however, that nothing in this section shall require an award of attorneys' fees and costs if there is no "prevailing party" in the discretion of the court or adjudicator.

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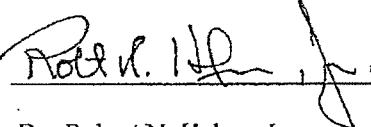
Client Initials 

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

COMPANY:
ERISAClaim.com


By: J. Z. nh
Ow & Perre
Date: 11-3-2015

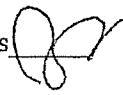
CLIENT:
Victory Parent Company, LLP


By: Robert N. Helms, Jr.
Manager and CEO
Date: 11-3-14

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Exhibit A

Contracted, Assigned and Identified Claims

1. Client will provide Company a master copy of spreadsheet with an estimated total claims filed and denied, with total number of claims, patients and date of services, and also itemized number of claims, patients and date of services, or
2. Client may contract, assign and designate all patients and claims for a time period of the specific year or months, so that all claims of contracted, assigned or designated denied claims will be officially turned out to Company.

This document may be completed at a time mutually agreed upon by both parties.

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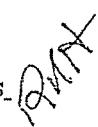
Client Initials 

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

(Capitalized terms used in this Exhibit and not otherwise defined in the Agreement have the meanings set forth in HIPAA, and HHS Website which definitions are hereby incorporated by reference.) This BUSINESS ASSOCIATE AGREEMENT is copied from HHS website: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/contractprov.html>

Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. [This provision may be included if it is appropriate for the Covered Entity to pass on its duty to mitigate damages to a Business Associate.]
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR \diamond 164.524. [Not necessary if business associate does not have protected health information in a designated record set.]
- g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR \diamond 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms]. [Not necessary if business associate does not have protected health information in a designated record set.]
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available [to the Covered Entity, or] to the Secretary, in a time and manner [Insert negotiated terms] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR \diamond 164.528.
- j. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms], information collected in accordance with Section [Insert Section Number in Contract Where Provision (i) Appears] of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR \diamond 164.528.

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions [(a) and (b) are alternative approaches]

- a. Specify purposes:

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Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity: [List Purposes].

b. Refer to underlying services agreement:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in [Insert Name of Services Agreement], provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Specific Use and Disclosure Provisions [only necessary if parties wish to allow Business Associate to engage in such activities]

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 164.502(j)(1).

Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions [provisions dependent on business arrangement]

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. [Include an exception if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate].

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Term and Termination

- a. Term. The Term of this Agreement shall be effective as of [Insert Effective Date], and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. [Term may differ.]
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement [and the _____ Agreement/ sections _____ of the _____ Agreement] if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 2. Immediately terminate this Agreement [and the _____ Agreement/ sections _____ of the _____ Agreement] if Business Associate has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

[Bracketed language in this provision may be necessary if there is an underlying services agreement. Also, opportunity to cure is permitted, but not required by the Privacy Rule.]

c. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon [Insert negotiated terms] that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate under Section [Insert Section Number Related to "Effect of Termination"] of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Victory Parent Company, LLP
Covered Entity:
Toll 1.10
Manager

Business Associate: J.B.
ERISAcclaim.com, President
1260 Bamberg Ct., Hanover Park, IL 60133

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