Docket #0388 Date Filed: 02/13/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	Chapter 11
GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation,[1]	Case No. 24-34908 (CML)
Debtor and Debtor in Possession.	

DEBTOR'S MOTION FOR ENTRY OF ORDER AUTHORIZING DEBTOR TO: (1) DISPOSE OF PATIENT RECORDS IN ACCORDANCE WITH 11 U.S.C. § 351; AND (2) OBTAIN RELATED RELIEF

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE ELECTRONICALLY AT HTTPS://ECF.TXSB.USCOURTS.GOV/ WITHIN TWENTY-ONE DAYS FROM THE DATE THIS MOTION WAS FILED. IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK WITHIN TWENTY-ONE DAYS FROM THE DATE THIS MOTION WAS FILED. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

Global Wound Care Medical Group, the debtor and debtor in possession (the "Debtor") in the above-captioned case (the "Case"), files this motion (this "Motion") for the entry of an order (substantially in the form attached hereto as **Exhibit A**, the "Order"), authorizing the Debtor to: (1) dispose of patient records in accordance with the Patient Records Disposal Procedures (defined herein), pursuant to § 351 of title 11 of the United States Code (the "Bankruptcy Code");[2] and (2) provide such other and further relief that may be just and proper, pursuant to § 105. In support of the Motion, the Debtor relies on the declaration of Louis E. Robichaux, attached hereto as **Exhibit B** (the "Robichaux Declaration") and incorporated herein by reference.

[1] The last four digits of the Debtor's tax identification number in the jurisdiction in which it operated is 3572.

[2] All references to "§" herein are to sections of the Bankruptcy Code. All references to "Bankruptcy Rules" are to provisions of the Federal Rules of Bankruptcy Procedure. All references to "LBR" are to provisions of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Texas.

I.

PRELIMINARY STATEMENT

As the Court is aware from prior status conferences, the Debtor has been winding down its operations, and, consequently, does not have sufficient funds to continue to maintain custody of the records, as required by otherwise applicable state and federal laws. Accordingly, the Debtor seeks an order authorizing it to, among other things, publish notice of the intent to dispose of its patients' medical records and dispose of its patient records in accordance with § 351 and Bankruptcy Rule 6011, as set forth herein (the "Patient Records Disposal Procedures").

II.

BACKGROUND

A. *General Background.*

1. On October 21, 2024 (the "Petition Date"), the Debtor filed a voluntary petition (the "Petition") for relief under chapter 11 of the Bankruptcy Code.

2. The Debtor continues to operate its business and manage its property as a debtor in possession pursuant to §§ 1107 and 1108.

3. No trustee, examiner, or official committee has been appointed in the Case.

4. A description of the Debtor, its business, and the reasons for commencing the Case are set forth in greater detail in the *Declaration of Ralph Cetrulo in Support of the Chapter 11 Petition and First Day Motions* [Docket No. 8] (the "First Day Declaration"), which is incorporated by reference herein.

B. *The Debtor's Business.*

5. Prior to December 12, 2025, the Debtor was a medical practice that had a team of over 200 wound care providers that treated over 2,000 wounds daily in more than 20 states. First Day Decl., at ¶ 11. The Debtor's mission was to heal chronic and acute wounds efficiently and cost-effectively by providing critical wound care services to elderly patients in their homes, hospices, and skilled nursing facilities. *Id.*

6. The Debtor has been managed and supported by Wound Pros Management Group,

Inc. ("Wound Pros"), a Management Services Organization. First Day Decl., at ¶ 16. Essentially, Wound Pros provided the "back office" support for the Debtor.

C. *Negotiations with the United States Department of Justice.*

7. The Debtor filed the Case after the U.S. Centers for Medicare and Medicaid Services ("CMS") imposed a Payment Suspension (as defined in the First Day Declaration) on all Medicare payments to the Debtor, resulting in a cessation of approximately 91% of the Debtor's income. *See id.*, at ¶ 30.

8. Following the Petition Date, the Debtor and the U.S. Department of Justice (the "DOJ"), on behalf of itself, CMS, the U.S. Department of Health and Human Services ("DHHS"), and other government agencies (together, the "United States"), have been negotiating a global settlement. In connection with these settlement discussions, on December 19, 2024, the Debtor and DOJ, on behalf of the United States, entered into the Court-approved Stipulation and Agreed Order [Docket No. 87] (the "Medicare Stipulation"). The Medicare Stipulation restored 75% of the Medicare payments to the Debtor while settlement negotiations were ongoing and was extended by agreement of the Debtor and the United States repeatedly, although the most recent extension expired at midnight on Saturday, November 15, 2025 [Docket No. 323]. The Debtor is still pursuing a settlement that would resolve disputes with the United States.

D. *Recent Events.*

9. Starting in August 2025, the Debtor was the subject to a dramatic slowdown in the processing and payment of Medicare claims as a result of a material, unprecedented, unannounced, and unexplained increase in additional documentation requests ("ADRs") from Medicare Administrative Contractors (the "MACs")[3] before the Debtor's Medicare claims were paid. The slowdown in Medicare reimbursements created a liquidity crisis. Although the Debtor obtained postpetition financing in an aggregate principal amount of up to $10,700,000 (the "Interim DIP

[3] MACs are private insurance companies contracted by CMS to process Medicare claims, handle provider enrollment and reimbursement, and serve as the primary point of contact between the Medicare program and healthcare providers. Noridian Healthcare Services is the MAC for various jurisdictions, including California, which is the Debtor's largest market. Novitas Solutions, Inc. is the MAC that processes claims for wound care in Texas.

Financing") to address these liquidity issues [Docket No. 320], further developments beyond the Debtor's control (as described below) caused the Debtor to repay the Interim DIP Financing almost immediately. Specifically, on October 31, 2025, CMS issued a final rule and related fee schedule, effective January 1, 2026, that, among other things, materially and negatively impacted payment for skin substitutes such as widely used by the Debtor, thereby reducing Medicare reimbursements to the Debtor by approximately ninety percent (90%) (the "New Final CMS Rule"). *See* CMS, PFS Final Rule, CMS-1832-F (Oct. 31, 2025). This is because under the New Final CMS Rule, CMS determined to, as of January 1, 2026, "separately pay for covered skin substitute products as incident-to supplies in both the non-facility and hospital outpatient settings." *Id.*

10. Given the dramatic reduction to reimbursements, the Debtor, in the exercise of its reasonable business judgment, made the difficult decision to wind down its business operations. In conjunction therewith, on November 12, 2025, the Debtor notified its employees and clinicians that it would be ceasing operations. Specifically, by the end of December 2025, the Debtor's employees and clinicians had their employment terminated, with a minimal number of core employees to remain to handle any outstanding issues facing the Debtor. As part of its winddown process, the Debtor transferred all of its patients to a new wound care provider of the patient's selection and kept the Patient Care Ombudsman informed of the foregoing.

A. *The Debtor's Records.*

11. In the course of its operations, the Debtor has maintained patient records in electronic form. These records are subject to various local, state, and federal laws and regulations regarding the maintenance of such records, as well as confidentiality and privacy protocols. Applicable non-bankruptcy state and federal laws require healthcare business to retain patient records for years. *See e.g.*, 45 C.F.R. § 164 (Medicare requires documentation to be retained for six years from the date of its creation or the date when it last was in effect, whichever is later); Cal. Welf. & Inst. Code § 14124.1 (all providers must maintain patient records for ten years); Texas Medical Board Rule 165.1(b) (all physicians must maintain patient records for seven years).

12. The Debtor's patient records are currently stored in the proprietary Rapid Imaging

Technical Assistant ("RITA") system developed by Wound Pros. RITA is an artificial intelligence-powered wound management system that standardizes and optimizes wound care by making precise wound assessments and tissue segmentation, providing clinicians with the most accurate possible data for effective treatment planning. The cost to index, store, and act as the custodian of records for the records identified herein, on an ongoing basis, for the many years required by applicable state and federal laws is cost-prohibitive, and the Debtor does not have sufficient funds to comply with applicable nonbankruptcy laws.

13. Given the foregoing, the Debtor contacted three third parties who specialize in providing custodial records solutions for entities closing their medical practices or similar businesses. Two of the three parties did not offer acceptable solutions, so the Debtor has negotiated an agreement with Iron Mountain Incorporated ("Iron Mountain"). A true and correct copy of the proposed agreement (the "Iron Mountain Agreement") is attached hereto as **Exhibit C**. Pursuant to the terms of the Iron Mountain Agreement, Iron Mountain will provide a seamless, HIPPA-compliant process for storing patient records, complete with a secure, built-in procedure run by Iron's Mountain's healthcare experts to allow for patients and other authorized requestors to easily access these records anytime they make a valid request using a release of information form. These electronic records will be stored on a secure cloud. The cost of the Iron Mountain Agreement to the Debtor is $5,950.00 (plus applicable taxes, subject to final volume adjustments, if applicable).

14. In order to effectuate the transfer of electronic records from RITA to Iron Mountain's secure cloud, all files will be transferred to a hard drive and encrypted. The Debtor will then ship the hard drive directly to Iron Mountain, who will upload the files to the secure cloud.

15. Patients and other authorized requestors will be able to easily access the Debtor's patient records while in Iron Mountain's possession. Iron Mountain will provide a direct telephone number to its custodial team so that patients and other authorized requestors may contact Iron Mountain directly for a copy of their records at no additional charge to such patients or authorized requestors.

16. Then, in accordance with § 351 and Bankruptcy Rule 6011 and the Patient Records Disposal Procedures more fully described in paragraphs 20 and 21 below, at the end of a 365-day period, the Debtors, through Iron Mountain, will destroy all patient records remaining in its possession. The Patient Records Disposal Procedures are briefly described here:

i. Publication of notice of the proposed disposal of patient records in newspapers of general circulation, to include *The Los Angeles Times*; *USA Today*; and *The Houston Chronicle* (the "Published Notice," a proposed copy of which is attached hereto as **Exhibit D**);

ii. Prompt notification of all patients to whom the Debtor provided care within the last twelve (12) months whose patient records may be at issue, applicable insurance carriers, and the Attorneys General for any states where the Debtor operated, within 180 days of the Published Notice regarding the claiming and disposing of the relevant records, consistent with § 351(1)(B);

iii. Notification of DHHS to request permission to deposit any patient records with DHHS, to the extent such patient records have not been claimed by patients or the appropriate insurance carrier during the statutory 365-day period required to conduct the full process provided by § 351, which begins on the date the Debtor publishes the Published Notice of this Motion (the "Waiting Period"); and

iv. Destruction of the records in the manner specified in § 351(3) if the records have not been retrieved during the Waiting Period, unless DHHS has notified the Debtor of its intent to accept deposit of such records.

III.

JURISDICTION

17. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

18. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

19. The statutory bases for the relief requested herein are §§ 105 and 351, and Bankruptcy Rule 6011.

IV.

RELIEF REQUESTED

20. By this Motion, the Debtor seeks authority to (a) publish notice of the intent to

dispose of its patients' medical records as provided for in § 351 of the Bankruptcy Code, and (b) transfer of all patient records to Iron Mountain, which will (i) properly maintain the patient records for the statutory 365-day Waiting Period required by § 351, (ii) turnover such patient records to patients, their authorized requestors, and various local, state, or federal agencies upon valid request, (iii) securely dispose of such patient records after the Waiting Period expires and the Debtor has completed the steps that follow; and (iv) provide such other and further relief that may be just and proper pursuant to § 105.

21. As for destruction of the patient records, the Debtor seeks authority to (a) within 180 days from the date of the Published Notice (the "Notice Deadline"), notify by mail (i) the Attorneys General for all 20 states in which it operated, (ii) those patients treated by the Debtor within the past twelve (12) months whose patient records may be at issue, and (iii) any insurance carrier known to have provided coverage to the patient for the Debtor's services; (b) prior to the expiration of the Waiting Period, provide such Attorneys General and patients with the opportunity to retrieve the relevant records, in the first instance; (c) after the expiration of the Waiting Period, send a written request to DHHS to request permission from that agency to deposit the patient records with that agency; (d) after expiration of the Waiting Period, provide DHHS with the opportunity to notify the Debtor of its intent, or lack thereof, to accept deposit of any or all patient records upon the expiration of the Waiting Period; and (e) unless DHHS notifies the Debtor within fourteen (14) days after expiration of the Waiting Period of its intent to accept deposit of such patient records, to have Iron Mountain destroy all patient records.

V.

BASIS FOR RELIEF

22. Section 351 preempts applicable non-bankruptcy law and provides for the destruction of patient records if a debtor lacks sufficient funds to maintain those records as required by applicable nonbankruptcy law. *See In re Banes*, 355 B.R. 532, 536 (Bankr. M.D.N.C. 2006) ("[d]uties that arise when a health care business is ceasing operations, such as proper destruction or retention of patient records . . . are covered under § 351 . . . of the Bankruptcy Code . . . and

allow the Trustee to carry out such functions."). Under § 105(a) the Court may "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title."

23. Section 351 specifically provides that "[i]f a healthcare business commences a case under chapter . . . 11, and the trustee does not have a sufficient amount of funds to pay for the storage of the patient records in the manner required under applicable Federal or State law," then, subject to certain specified requirements, the trustee or debtor may "destroy those records" by "otherwise destroying those records so that those records cannot be retrieved" if they are, as is the situation here, "magnetic, optical, or other electronic records." 11 U.S.C. §§ 351, 351(3); *accord In re LLSS Mgmt. Co., Inc.*, No. 07-02678-5-ATS, 2008 WL 395184, *2 (Bankr. E.D.N.C. Feb. 11, 2008); *In re Banes*, 355 B.R. at 536; *In re 7-Hills Radiology, LLC*, 350 B.R. 902, 903 n.2 (Bankr. D. Nev. 2006).

24. Section 351 further provides that, before a debtor is authorized to destroy a debtor's patient records, it must first publish notice in one or more appropriate newspapers, and that if the patient's records are not claimed by the patient or an insurance provider within 365 days after the date of the notification, then the trustee or debtor will destroy the patient's records. *See* 11 U.S.C. § 351(1)(A).

25. Section 351 also provides that, during the first 180 days of the 365 day period following the published notices, the trustee or debtor must properly attempt to notify each patient and insurance carrier, concerning the patient records by mailing an appropriate notice regarding the claiming or disposing of the patient records to the most recent known address of: (1) the patient, or a family member or contact person for that patient, and (2) the appropriate insurance carrier. *See id.* at § 351(1)(B). Bankruptcy Rule 6011 requires that this notice also be given to the Attorneys General for any states where the healthcare facility is located. FED. R. BANKR. P. 6011(b).

26. Section 351 further provides that if the patient records are not claimed within 365 days of the date of the published notices, a debtor shall send by certified mail a written request to each appropriate federal agency to request permission to deposit the patient records with that

agency. 11 U.S.C. § 351(2). Only after the 365-day period following the published notices has elapsed and the patient records have not been claimed by a patient or insurance provider, and a request to deposit the patient records with the appropriate federal agency has not been granted, may the trustee destroy the patient records. *See id.* at § 351(3); *see also LLSS Mgmt. Co.*, 2008 WL 395184, at *2.

27. Here, the proposed Patient Records Disposal Procedures are in accordance with § 351 and Bankruptcy Rule 6011. First, under the Patient Records Disposal Procedures, patients and authorized requestors will have continued access to their medical records by requesting copies from Iron Mountain during the statutory Waiting Period. Second, the cost to index, store, and act as the custodian of records for the records identified herein, on an ongoing basis, for the many years required by applicable state and federal laws is cost-prohibitive, and the Debtor does not have sufficient funds to comply with applicable nonbankruptcy laws.

28. Based on the foregoing, the Debtor submits its procedures comply with § 351 and Bankruptcy Rule 6011 regarding the disposition of the records at issue here in accordance with the Patient Records Disposal Procedures, which are more fully described above in paragraphs 16, 20, and 21. The Debtor also submits that the Patient Records Disposal Procedures are in the best interests of the Debtor's patients, the estate, its creditors, and other parties in interests.

29. Based on the foregoing, the Debtor requests the Court grant the Motion.

VI.

NO PRIOR REQUEST

30. No prior request for the relief sought in this Motion has been made to this or any other court.

VII.

NOTICE

31. The Motion will be provided to (i) Office of the United States Trustee, (ii) the DOJ, (iii) CMS, (iv) the Attorneys General for each state in which the Debtor operated, and (v) all parties

who have filed a notice of appearance with this Court. The Debtor submits that, under the circumstances, no other or further notice is required.

VIII.

CONCLUSION

32. Based upon the foregoing, the Debtor respectfully requests that this Court enter an order: (i) authorizing the Debtor to dispose of patient records in accordance with the Patient Records Disposal Procedures, pursuant to § 351, and (ii) granting to the Debtor such other relief as the Court deems just and proper under the circumstances, pursuant to § 105(a).

Dated: February 13, 2026

Respectfully submitted,

DENTONS US LLP

/s/ Casey W. Doherty

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Counsel to the Debtor and Debtor-in-Possession

CERTIFICATE OF ACCURACY

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to BLR 9013-1(i).

/s/ Casey W. Doherty

CERTIFICATE OF SERVICE

This is to certify that on February 13, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Casey W. Doherty

Exhibit A

(Proposed Order)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation,[1] Debtor and Debtor in Possession.	Chapter 11 Case No. 24-34908 (CML)

ORDER AUTHORIZING DEBTOR TO: (1) DISPOSE OF PATIENT RECORDS IN ACCORDANCE WITH 11 U.S.C. § 351; AND (2) OBTAIN RELATED RELIEF

Upon the motion [Docket No. 620] (the "Motion")[2] of the above-captioned debtor and debtor in possession (the "Debtor"), pursuant to §§ 105 and 351 of title 11 of the United States Code (the "Bankruptcy Code")[3] and Bankruptcy Rule 6011 for entry of an order (i) authorizing the Debtor to dispose of patient records in accordance with the Patient Records Disposal Procedures, pursuant to § 351, and (ii) granting other related relief, pursuant to § 105; and this Court being fully advised in the premises; it appearing that proper notice of the Motion had been provided; and it appearing that good and sufficient cause having been shown; based upon the arguments, testimony, and evidence presented to the Court, and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED:

[1] The last four digits of the Debtor's tax identification number in the jurisdiction in which it operated is 3572.

[2] All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

[3] All references to § herein are to sections of the Bankruptcy Code. All references to "Bankruptcy Rules" are to provisions of the Federal Rules of Bankruptcy Procedure. All references to "LBR" are to provisions of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Texas.

1. The Motion is **GRANTED** as set forth herein.

2. All objections to the relief sought in the Motion that have not been previously resolved or withdrawn are hereby overruled on their merits and with prejudice.

3. The Debtor (or any successor thereto including any chapter 7 trustee) is authorized, pursuant to 11 U.S.C. §§ 105 and 351, to comply with all requirements of 11 U.S.C. § 351 and Bankruptcy Rule 6011 with respect to the disposal of records in accordance with the Patient Records Disposal Procedures identified in the Motion and in Exhibit B thereto, including:

i. Publication of notice of the proposed disposal of patient records in newspapers of general circulation, to include *The Los Angeles Times*; *USA Today*; and *The Houston Chronicle* (*i.e.*, the Published Notice, a copy of which is attached as Exhibit D to the Motion);

ii. Prompt notification of all patients to whom the Debtor provided care within the last twelve (12) months whose patient records may be at issue, applicable insurance carriers, and the Attorneys General for any states where the Debtor operated, within 180 days of the Published Notice regarding the claiming and disposing of the relevant records, consistent with § 351(1)(B);

iii. Notification of DHHS to request permission to deposit any patient records with DHHS, to the extent such patient records have not been claimed during the Waiting Period by patients or the appropriate insurance carrier; and

iv. Destruction of the records in the manner specified in § 351(3) if the records have not been retrieved during the Waiting Period, unless DHHS has notified the Debtor of its intent to accept deposit of such records.

Dated: _____, 2026

Judge Christopher M. Lopez
United States Bankruptcy Judge

Exhibit B

(Louis E. Robichaux IV Declaration)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation,[1] Debtor and Debtor in Possession.	Chapter 11 Case No. 24-34908 (CML)

DECLARATION OF LOUIS E. ROBICHAUX IV IN SUPPORT OF DEBTOR'S MOTION FOR ENTRY OF ORDER AUTHORIZING DEBTOR TO: (1) DISPOSE OF PATIENT RECORDS IN ACCORDANCE WITH 11 U.S.C. § 351; AND (2) OBTAIN RELATED RELIEF

The undersigned hereby declares under oath as follows:

1. I am a Senior Managing Director at Ankura Consulting Group, LLC ("Ankura"). I have over 30 years of healthcare industry and restructuring experience, with significant expertise serving in chief restructuring officer roles. I have provided restructuring, crisis management, financial advisory, and expert witness services to parties in a broad variety of distressed corporate settings, with a significant emphasis on the US healthcare industry.

2. In the above-captioned case (the "Case"), I am the Chief Restructuring Officer ("CRO") of Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession (the "Debtor").

3. Except as otherwise indicated herein, this declaration (the "Declaration") is based upon my personal knowledge, my review of relevant documents, information provided to me by employees of the Debtor or the Debtor's legal and financial advisors, or my opinion based upon my experience, knowledge, and information concerning the Debtor's operations and the healthcare industry. If called upon to testify, I would testify competently to the facts set forth in this

[1] The last four digits of the Debtor's tax identification number in the jurisdiction in which it operated is 3572.

Declaration.

4. This Declaration is in support of the *Motion for Entry of Order Authorizing Debtor to: (1) Dispose of Patient Records in Accordance with 11 U.S.C. § 351; and (2) Obtain Related Relief* ("Motion") and for all other purposes permitted by law.

5. Following the Petition Date, the Debtor and the United States have been negotiating a global settlement. In connection with these settlement discussions, on December 19, 2024, the Debtor and DOJ, on behalf of the United States, entered into the Court-approved Medicare Stipulation. The Medicare Stipulation restored 75% of the Medicare payments to the Debtor while settlement negotiations were ongoing and was extended by agreement of the Debtor and the United States repeatedly, although the most recent extension expired at midnight on Saturday, November 15, 2025. The Debtor is still pursuing a settlement that would resolve disputes with the United States.

6. Starting in August 2025, the Debtor was the subject to a dramatic slowdown in the processing and payment of Medicare claims as a result of a material, unprecedented, unannounced, and unexplained increase in ADRs from MACs[2] before the Debtor's Medicare claims were paid. The slowdown in Medicare reimbursements created a liquidity crisis. Although the Debtor obtained Interim DIP Financing in an aggregate principal amount of up to $10,700,000 to address these liquidity issues, further developments beyond the Debtor's control (as described below) caused the Debtor to repay the Interim DIP Financing almost immediately.

7. Specifically, on October 31, 2025, CMS issued the New Final CMS Rule CMS-1832-F and related fee schedule, effective January 1, 2026, that, among other things, materially and negatively impacted payment for skin substitutes such as widely used by the Debtor, by reducing Medicare reimbursements to the Debtor by approximately ninety percent (90%). This is because under the New Final CMS Rule, CMS determined to, as of January 1, 2026, "separately

[2] MACs are private insurance companies contracted by CMS to process Medicare claims, handle provider enrollment and reimbursement, and serve as the primary point of contact between the Medicare program and healthcare providers. Noridian Healthcare Services is the MAC for various jurisdictions, including California, which is the Debtor's largest market. Novitas Solutions, Inc. is the MAC that processes claims for wound care in Texas.

pay for covered skin substitute products as incident-to supplies in both the non-facility and hospital outpatient settings."

8. Given the dramatic reduction to reimbursements, the Debtor, in consultation with its advisors and in the exercise of its reasonable business judgment, made the difficult decision to wind down its business operations. In conjunction therewith, on November 12, 2025, the Debtor notified its employees and clinicians that it would be ceasing operations. Specifically, by the end of December 2025, the Debtor's employees and clinicians had their employment terminated, with a minimal number of core employees to remain to handle any outstanding issues facing the Debtor. As part of its winddown process, the Debtor transferred all of its patients to a new wound care provider of the patient's selection and kept the Patient Care Ombudsman informed of the foregoing.

9. In the course of its operations, the Debtor has maintained patient records in electronic form. These records are subject to various local, state, and federal laws and regulations regarding the maintenance of such records, as well as confidentiality and privacy protocols. Applicable non-bankruptcy state and federal laws require healthcare business to retain patient records for years.

10. The Debtor's patient records are currently stored in the proprietary RITA system developed by Wound Pros. RITA is an artificial intelligence-powered wound management system that standardizes and optimizes wound care by making precise wound assessments and tissue segmentation, providing clinicians with the most accurate possible data for effective treatment planning.

11. In short, the cost to index, store, and act as the custodian of records for the records identified in the Motion, on an ongoing basis, for the many years required by applicable state and federal laws is cost-prohibitive, and the Debtor does not have sufficient funds to comply with applicable nonbankruptcy laws.

12. Therefore, the Debtor contacted three third parties who specialize in providing custodial records solutions for entities closing their medical practices or similar businesses. Two

of the three parties did not offer acceptable solutions, so the Debtor has negotiated an agreement with Iron Mountain. A true and correct copy of the Iron Mountain Agreement is attached as Exhibit C to the Motion. Pursuant to the terms of the Iron Mountain Agreement, Iron Mountain will provide a seamless, HIPPA-compliant process for storing patient records, complete with a secure, built-in procedure run by Iron's Mountain's healthcare experts to allow for patients and other authorized requestors to easily access these records anytime they make a valid request using a release of information form. These electronic records will be stored on a secure cloud. The cost of the Iron Mountain Agreement to the Debtor is $5,950.00 (plus applicable taxes, subject to final volume adjustments, if applicable).

13. Under the Patient Records Disposal Procedures, patients and authorized requestors will have continued access to their medical records by requesting copies from Iron Mountain during the statutory Waiting Period. Therefore, the Debtor intends, upon Court approval, to dispose of the records after completing the following steps:

i. Publication of notice of the proposed disposal of patient records in newspapers of general circulation, to include *The Los Angeles Times*; *USA Today*; and *The Houston Chronicle* (*i.e.*, the Published Notice, a proposed copy of which is attached as Exhibit D to the Motion);

ii. Prompt notification of all patients to whom the Debtor provided care within the last twelve (12) months whose patient records may be at issue, applicable insurance carriers, and the Attorneys General for any states where the Debtor operated, within 180 days of the Published Notice regarding the claiming and disposing of the relevant records, consistent with § 351(1)(B);

iii. Notification of DHHS to request permission to deposit any patient records with DHHS, to the extent such patient records have not been claimed during the Waiting Period by patients or the appropriate insurance carrier; and

iv. Destruction of the records in the manner specified in § 351(3) if the records have not been retrieved during the Waiting Period, unless DHHS has notified the Debtor of its intent to accept deposit of such records.

14. In order to effectuate the transfer of electronic records from RITA to Iron Mountain's secure cloud, all files will be transferred to a hard drive and encrypted. The Debtor

will then ship the hard drive directly to Iron Mountain, who will upload the files to the secure cloud.

15. During the Waiting Period, patients and other authorized requestors will be able to easily access the Debtor's patient records. Iron Mountain will provide a direct telephone number to its custodial team so that patients and other authorized requestors may contact Iron Mountain directly for a copy of their records at no additional charge to such patients or authorized requestors. At the end of the Waiting Period, Iron Mountain will then destroy all records in its possession.

16. The Debtor and I believe the Patient Records Disposal Procedures are in the best interests of the Debtor's patients, the estate, its creditors, and other parties in interest for the reasons above.

I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: February 13, 2026

/s/ Louis E. Robichaux IV
Louis E. Robichaux IV

Exhibit C
(Proposed Iron Mountain Agreement)

CUSTODIAL RECORDS SOLUTION CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

Address of Iron Mountain Branch/District Office:

FOR IRON MOUNTAIN PURPOSES ONLY	
Account Number:	NAICS Code:
Branch/District Cost Ctr. No.:	

Contract Effective Date: 12/1/2025

CUSTOMER: Global Wound Care Medical Group P.C. dba The Wound Pros			**BILLING ADDRESS (If Different):**		
Street Address: 5901 W Century Blvd Suite 750			**Street or Box No.:**		
City: Los Angeles	**State: CA**	**Zip + 4: 90045**	**City:**	**State:**	**Zip + 4:**
Primary Contact and Title: Raymond Millien, Chief Legal Officer			**Billing Contact:**		
Telephone: 323.347.7860 **E-mail: aymond.millien@thewoundpros.com**		**Fax:**	**Telephone:** **E-mail:**		**Fax:**

Iron Mountain Information Management, LLC ("Iron Mountain" or "IM") will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Customer will pay IM for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions, the Schedules and the Glossary of terms that can be found at http://cic.ironmountain.com.

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, x-rays, microfilm, microfiche, and pathology assets (glass slides and paraffin blocks) stored pursuant to this Agreement, the value of such stored items is $1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

LIMITATION OF LIABILITY. Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits" or "Items") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth on the following pages. Customer is solely responsible for encrypting its Data. Iron Mountain assumes no liability whatsoever for Data that is (i) unencrypted; or (ii) modified or deleted by Customer.

CUSTOMER: GLOBAL WOUND CARE MEDICAL GROUP P.C. DBA THE WOUND PROS	**IRON MOUNTAIN**
Individual Signing: **[print name]**	**Individual Signing:** **[print name]**
Signature:	***Signature:***
Title:	**Title:**
Signing Date:	**Signing Date:**

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BASIC TERMS AND CONDITIONS

The following terms and conditions shall apply to this Agreement.

1. **Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement and shall continue for a period specified in the applicable Schedule.
2. **Charges.** Rates and charges shall be as specified in the Schedule, attached hereto.
3. **Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with this Agreement. Customer shall reimburse IM for any expenses reasonably incurred by IM by reason of (i) IM's compliance with the instructions of Customer in the event of a dispute concerning the ownership, access, disclosure, or disposition of Records by IM and (ii) any misrepresentation by Customer.
4. **Performance of Services.** IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Customer releases IM from all liability by reason of IM's use, disclosure, or destruction of materials pursuant to Customer's authorization.
5. **Operational Procedures.** Customer shall comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters.
6. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
7. **Governmental Orders.** IM is authorized to comply with any subpoena or similar order related to the Deposits. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.
8. **Confidentiality.** "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. IM shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
9. **Limitation of Liability.**
   a. Liability for Loss or Damage to Deposits. IM shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from IM's negligence. If liable, the amount of IM's liability is limited as provided on the first page hereof. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer shall cause its insurers of Deposits to waive any right of subrogation against IM. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
   b. Liability for Non-Storage Services. With respect to services not related to the storage of Deposits, IM shall not be liable for any loss or default unless such loss or default is due to the negligence of IM. If liable, the amount of IM's liability is limited as provided on the first page hereof. IM shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of IM.
   c. No Consequential Damages. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of Data, regardless of whether an action is brought in tort, contract or under any other theory.

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10. **ITAR/EAR Compliance.** Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.
11. **Non-Custodial Status.** Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed a "custodian" of the records or "designee" of Customer under state or federal law with respect to such records.
12. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, Iron Mountain shall, upon confirmation of the event, use reasonable efforts to report the matter in writing to Customer.
13. **Payment Terms.** All fees for Services billed to Customer shall be as specified in the Schedule, attached hereto. Payment terms are net, forty-five (45) days from receipt of invoice. Customer acknowledges that the pricing terms are predicated on information provided to Iron Mountain by Customer, including, without limitation the Estimated Volume of Requests, availability of Records, integrity of Records, and where applicable, accessibility to office equipment. If any information provided by Customer is incorrect, Customer may be subject to an Overage Charge and/or an additional Program Fee, as further described in the Schedule. If Customer is unable to supply Records as specified in the Schedule within thirty (30) days of the date Customer has notified their patients to contact Iron Mountain for Records, Iron Mountain reserves the right to invoice Customer the full amount set forth in the Schedule. Iron Mountain and Customer agree to renegotiate in good faith the pricing, services, and other conditions of this Amendment if material conditions arise that are adverse to either Party. In accordance with Section 164.524(c)(4) of the Health Insurance Portability and Accountability Act, Iron Mountain will charge third parties ("3rd Party Requestors") "a reasonable cost-based fee". To the extent such fee is regulated under applicable state law, such state mandated fee shall prevail. If the fees are not regulated under state law, Iron Mountain will charge a reasonable, cost-based fee. If Iron Mountain is required to bill 3rd Party Requestors for any Services hereunder, Iron Mountain shall have the right to request payment in advance. This shall include Records requested for post-payment audits. Customer shall promptly provide to Iron Mountain any payments due to Iron Mountain, within five (5) business days of receipt, that by error or otherwise were made payable to the Customer. Customer hereby authorizes Iron Mountain to endorse all checks made payable to Customer for Services actually performed by Iron Mountain. Iron Mountain will be responsible for collecting all fees from 3rd Party Requestors.
14. **Customer Default.** If Customer fails to pay IM's charges (other than disputed charges) within sixty (60) days after the date of the invoice, IM may suspend service. If Customer fails to pay IM's charges (other than disputed charges) for six (6) months or longer, IM may securely destroy Deposits, and Customer shall pay IM's standard price for such secure destruction. IM shall have other rights and remedies as may be provided by law. In the event IM takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
15. **Safe Materials and Premises.** Customer shall not store with IM any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this warranty.
16. **Miscellaneous.** IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate or third-party vendor. Neither party may assign this Agreement in whole or in part, except to an affiliate or third-party vendor, without the prior written consent of the other party. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer. In the event IM subcontracts its obligations under this Agreement, IM shall remain liable for the acts and omissions of such subcontractor. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to IM shall be sent to the attention of its General Manager. IM may exercise all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these Basic Terms and Conditions and a Schedule, the Basic Terms and Conditions shall prevail as to the services covered thereby. Customer represents and covenants that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and shall remain compliant

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with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause Iron Mountain to be in violation of such laws and regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Customer will not provide Iron Mountain any goods, software, services and/or technical data subject to export controls and controlled at a level other than EAR99/AT. This Agreement shall be governed by the laws of the state in which Customer's office identified in this Agreement is located except for conflicts of laws principles.

17. **Entire Agreement.** The terms contained in this Agreement, together with any schedules and/or statements of work, constitute the entire understanding of the parties with respect to the transactions and matters contemplated hereby and supersede all previous communications, representations, agreements and understandings relating to the services provided by IM to Customer with respect to the subject matter hereof.
18. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Customer and Iron Mountain and their respective successors assigns, any rights, remedies, obligations or liabilities whatsoever.

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Pricing Schedule

Iron Mountain® Custodial Records Solution

This Pricing Schedule ("Schedule") for Custodial Records Solution is entered into by and between Iron Mountain Information Management, LLC, or its applicable Affiliate ("Iron Mountain") and **Global Wound Care Medical Group P.C. dba The Wound Pros** ("Customer"). This Schedule is incorporated into and made part of the Customer Agreement between Customer and Iron Mountain, along with the applicable schedules, exhibits and attachments (collectively, the "Agreement"). This Schedule supersedes and terminates any prior schedule between Customer and Iron Mountain for the same type of Services described below. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

This Schedule is effective as of the date of Customer's signature below (the "Effective Date"). The term of this Schedule will commence on the Effective Date and continue for **one (1) year ("Term").**

Pricing contained within this Schedule is only valid for acceptance by Customer for a period of ninety (90) calendar days from **November 17, 2025.**

The Parties agree as follows:

1. **Provision of Service.**

Commencing on the Effective Date of this Schedule, in consideration of Customer's payment of the applicable fees set forth herein, Iron Mountain shall provide to Customer that level and type of Service purchased by Customer, as set forth in Schedule A. Any variance in the volumes or scope reflected on Schedule A may result in the need for a revised Schedule reflecting the new volumes or scope and additional charges may apply.

2. **Services Description.**

As set forth in Schedule A.

3. **Pricing.**

3.1 Notwithstanding anything to the contrary set forth in the Agreement, in consideration of the Services provided to Customer by Iron Mountain under this Schedule, Customer agrees to pay a one-time, pre-paid fee in the amount of **$5,950** (plus applicable taxes, subject to final volume adjustments, if applicable, to be invoiced based on actual volume received), immediately payable upon receipt of Customer material. All fees shall be invoiced and paid by Customer in United States currency.

3.2 If Iron Mountain requires travel in order to implement the Services, Customer shall reimburse Iron Mountain for all reasonable, actual out-of-pocket travel expenses, upon mutual agreement of the Parties.

4. **Miscellaneous.**

Notwithstanding anything to the contrary set forth in the Agreement, Iron Mountain shall have no liability for any claims, damages, costs, or expenses arising from:

- Iron Mountain's compliance with the instructions of Customer regarding the use or disclosure of Deposits and/or Data;
- Customer's failure to provide accurate, complete, and/or legible Deposits and/or Data to Iron Mountain; and
- Customer's breach of any federal, state, or local law, statute, rule, regulation, or order applicable to the use, disclosure, access, maintenance, or security of personal data.

~ Signature Page to Follow on Next Page ~

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Each person signing below represents and warrants that (i) he or she is duly authorized and has legal capacity to execute and deliver this Schedule, (ii) the execution and delivery of this Schedule and the performance of such Party's obligations hereunder have been duly authorized, (iii) this Schedule is a valid and legal agreement binding on such Party and enforceable in accordance with its terms and conditions, and (iv) this Schedule may be delivered by either or both Parties by delivery of scanned copies of signed signature pages, and will thereupon be legally effective and binding for all purposes.

Customer: **Global Wound Care Medical Group P.C. dba The Wound Pros**

Individual Signing: _____

(*Print name*)

Title: _____

Signature: _____

Date: _____

Authorized Requestor(s); _____

(Optional, in addition to Customer above)

Iron Mountain

Individual Signing: _____

(*Print name*)

Title: _____

Signature: _____

Date: _____

Invoicing information:

Invoicing Contact: _____

Mailing Address: _____

_____

_____

_____

Phone Number: _____

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Schedule A
Iron Mountain® Custodial Records Solution
Service Description

Services Description Overview:

1. Total volume not to exceed **500GB of Data.**
2. Customer will supply removable media (USB 3.0 compatible) containing patient records stored in Adobe PDF format, with each file name (or folder name, if multiple files per patient within) to include the patient's full name and date of birth. *Customer is responsible for supplying PACS or other Radiology system data as a self-contained (non-proprietary) database, with all images and associated metadata intact and searchable*. Customer is responsible for encrypting all media sent to Iron Mountain and for providing de-encryption keys in a separate email. Please do not compress or zip the data in the archive unless it is necessary to fit on the shuttle media.
3. Iron Mountain will ensure that all medical records are indexed by patient's name and date of birth, and placed into storage.
4. Iron Mountain will provide Release of Information Services for the duration of the Term, *once all inventory has been received and indexed* and/or uploaded; including all requests to billable requestors as well as those that may not be billed, subject to and in accordance with all federal and state laws, rules and regulations. Patient requests for continuing care records are not billable. Requests for records are billable, and Customer must designate any additional Authorized Requestor(s) on the signature page of this Schedule. Non-medical records must be stored in a separate account, and will only be released to the Customer or Authorized Requestor(s) via Iron Mountain's standard record retrieval processes. If non-medical records are discovered after Iron Mountain receives records, Iron Mountain reserves the right to take remedial action by placing non-medical records in a separate account, and adjust the Schedule and associated fees accordingly. Release of Information includes delivering copies (where possible) of records for validated requests, in accordance with all federal and state laws, rules and regulations. Customer acknowledges that certain types of records may not be copied (i.e. Pathology blocks and slides, certain types of films or other physical samples) in which case(s) the original record will be released to an Authorized Requestor, and such records are not to be returned to Iron Mountain.
5. Iron Mountain will store all Records for the Term, based on retention schedule established by Customer.
6. At the end of the Term, the Deposits and/or Data will be pulled from storage and **securely destroyed**. For the avoidance of doubt, the full execution of this Schedule shall constitute full and complete authorization of destruction upon completion of the Initial Term. No further authorization shall be required.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is hereby entered into by and between Iron Mountain Information Management, LLC ("Iron Mountain") and Global Wound Care Medical Group P.C. dba The Wound Pros ("Customer"), as of the date executed by Customer and recorded on the signature page below ("Effective Date").

This BAA supplements and amends any and all current or future service agreements entered into between Iron Mountain and its affiliates and Customer and its affiliates under which Iron Mountain or its affiliates is providing certain information management services ("Services") for Customer or its affiliates, which Services require the Business Associate to Use and/or Disclose PHI on behalf of the Covered Entity (hereinafter, "Services Agreement"). This BAA shall be incorporated into the Services Agreement, as if it set forth in its entirety therein, and except to the extent modified in this BAA, all terms and conditions set forth in the Services Agreement shall remain in full force and effect and govern the Services provided by Iron Mountain to Customer.

Iron Mountain and Customer are entering into this BAA in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, and Breach Notification Rules along with any implementing regulations including those implemented as part of the Omnibus Rule (collectively referred to as the "HIPAA Rules"), under which Customer and its affiliates is a "Covered Entity" or "Business Associate" and Iron Mountain and its affiliates is a "Business Associate" of Customer. For purposes of this Agreement, any references hereinafter to Business Associate shall be deemed references to Iron Mountain or its applicable affiliate.

1. Definitions.

Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as ascribed to those terms in HIPAA Rules or in the Services Agreement, as applicable.

a. **"Breach Notification Rule"** shall mean the rule for Breach Notification for Unsecured Protected Health Information at 45 CFR §164 Subpart D.
b. **"Business Associate"** shall mean the Business Associate entity identified above to the extent it receives, maintains, or transmits Protected Health Information in delivering Services to Customer.
c. **"HIPAA"** shall mean the Health Insurance Portability and Accountability Act of 1996.
d. **"HITECH Act"** shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and including any implementing regulations.
e. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160 and §164, Subparts A and E.
f. **"Protected Health Information"** or **"PHI"** shall have the same meaning as the term 'protected health information' in 45 CFR §160.103 and shall be limited to the PHI created by Business Associate on behalf of Customer or received from or on behalf of Customer pursuant to the Services Agreement.
g. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR §160 and §164, Subparts A and C.

2. Obligations and Activities of Business Associate.

a. Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this BAA or as required by law.
b. Business Associate agrees to use appropriate safeguards, and comply, as applicable, with Subpart C of 45 CFR §164 with respect to electronic PHI, to prevent Uses or Disclosures of the PHI other than as provided for by this BAA or the Services Agreement; however, the parties acknowledge and agree it shall be the responsibility of

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Customer and not Business Associate to comply with requirements under 45 CFR §164.312 to implement encryption or decryption mechanisms for electronic PHI maintained on physical media (e.g. tapes) stored by Customer with Business Associate.

c. Business Associate agrees to promptly report to Customer any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Services Agreement. In the event of a Breach, such notification shall be made in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410, but in no event more than three (3) business days after Business Associate has completed its internal investigation and confirmed a Breach as occurred. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific Deposits which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.
d. Business Associate shall, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure that any business associate that is a subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate for the purpose of assisting in providing Services pursuant to the Services Agreement, agrees to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI through this BAA.
e. If Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer so requests, Business Associate agrees to provide access to such PHI to Customer by retrieving and delivering such PHI in accordance with the terms and conditions of the Services Agreement, so Customer may respond to an Individual in order to meet the requirements of 45 CFR §164.524.
f. Business Associate agrees that if an amendment to PHI in a Designated Record Set in the custody of Business Associate is required, and if Customer instructs Business Associate to retrieve such PHI in accordance with the Services Agreement, Business Associate shall perform such service so that Customer may make any amendment to such PHI as may be required by either Customer or an Individual pursuant to 45 CFR §164.526.
g. Business Associate agrees to document and make available to Customer the information required to provide an accounting of Disclosures of PHI, provided that Customer has provided Business Associate with information sufficient to enable Business Associate to determine which records or data received from or on behalf of Customer by Business Associate contain PHI. The documentation of Disclosures shall contain such information as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528 or other provisions of the HIPAA Rules.
h. Unless otherwise expressly agreed in the Services Agreement, Business Associate shall promptly notify Customer of any requests by Individuals for access to or knowledge or correction of PHI, without responding to such requests, and Customer shall be responsible for receiving and responding to any such Individual requests.
i. To the extent the Business Associate is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR §164, Business Associate shall comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s).
j. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate.

a. Business Associate may Use or Disclose PHI as necessary to perform the Services set forth in the Services Agreement.
b. Business Associate may Use or Disclose PHI as required by law.
c. Business Associate agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request.
d. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR §164 if done by Customer.
e. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes

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for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Customer.

a. Customer shall not direct Business Associate to act in a manner that would not be compliant with the HIPAA Rules.
b. Customer shall notify Business Associate of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
c. Customer shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose their PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
d. Customer shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Customer 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 PHI.

5. Term and Termination.

a. Term. The term of this BAA shall commence as of the Effective Date and shall terminate automatically upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Customer to Business Associate is destroyed or returned to Customer.
b. Termination for Cause. Upon a party's knowledge of a material breach of the BAA by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach. If the breaching party does not cure the breach within thirty (30) days, following the breaching party's receipt of a written notice from the non-breaching party setting forth the details of such material breach, then the non-breaching party shall have the right to terminate this BAA and the Services Agreement according to the terms of the Services Agreement, or, if termination is not feasible, shall report the problem to the Secretary or any other competent authority.
c. Effect of Termination.
    i. Except as provided in Section 5.c.ii. below, upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI received from Customer in accordance with the Services Agreement. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
    ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Customer notification of the conditions that make return or destruction infeasible. Upon notice to Customer, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI pursuant to the terms of the Services Agreement.

6. Miscellaneous.

a. Indemnification. Business Associate agrees to indemnify Customer from and against any fines or penalties imposed upon Customer as a result of any enforcement proceeding commenced by the Secretary or any civil action brought by a state Attorney General against Customer, which proceeding or action results directly and solely from any act or omission by Business Associate which is either a violation of the HIPAA Rules or a material breach of this BAA ("Claim"). Business Associate shall not be obligated to indemnify Customer for any portion of such fines or penalties resulting from (i) Customer's violation of the HIPAA Rules or this BAA, or (ii) the negligent or intentional acts or omissions of Customer. The foregoing indemnity obligation is expressly conditional on Customer granting Business Associate the right at Business Associate's option and expense, and with counsel of its own selection, to control or participate in the defense of any such Claim, provided however, that to the extent any such Claim is part of a larger proceeding or action, Business Associate's right to control or participate shall be limited to the Claim, and not to the larger proceeding or action. In the event that Business Associate exercises its option to control the defense, then (i) Business Associate shall not

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settle any claim requiring any admission of fault on the part of the Customer without its prior written consent, (ii) the Customer shall have the right to participate, at its own expense, in the claim or suit and (iii) the Customer shall cooperate with the Business Associate as may be reasonably requested. The foregoing states Customer's sole and exclusive remedy and Business Associate's sole liability for any loss, damage, expense or liability of Customer for any Claims in connection with this BAA.

b. Injunctive Relief. Business Associate acknowledges that any unauthorized Use or Disclosure of PHI by Business Associate may cause irreparable harm to Customer for which Customer shall be entitled, if it so elects, to seek injunctive or other equitable relief.

c. Regulatory References. A reference in this BAA to a section of the HIPAA Rules shall mean that section of HIPAA, the Privacy Rule, the Security Rule, the HITECH ACT, or the final Omnibus Rules as amended and in effect, and for which compliance is required.

d. Amendment. The parties agree to negotiate in good faith any amendment to this BAA that may be required from time to time as is necessary for the Customer or Business Associate to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Customer to Business Associate, then either party shall have the right to terminate this BAA and the Services Agreement upon providing not less than thirty (30) days' written notice to the other party.

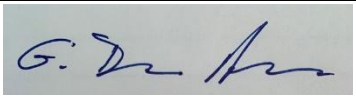
e. Survival. The respective rights and obligations of Business Associate under Section 5(c) above shall survive the termination of this BAA.

f. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Customer, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

g. Independent Contractor. Business Associate, including its directors, officers, employees and agents, is an independent contractor and not an agent (as defined under Federal common law of agency) of Customer or a member of its workforce. Without limiting the generality of the foregoing, Customer shall have no right to control, direct, or otherwise influence Business Associate's conduct in the course of performing the services, other than through the enforcement of this BAA or the Services Agreement, or the mutual amendment of same.

h. Counterparts and Electronic Signatures. This BAA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures may be made and delivered electronically and shall have the same force and effect as original signatures.

i. Precedence; Entire Agreement. Any ambiguity in this BAA shall be resolved to permit the parties to comply with the HIPAA Rules. This BAA constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, agreements and understandings relating to the HIPAA Rules, including any and all prior business associate agreements between the parties.

CUSTOMER	**IRON MOUNTAIN**
Signature:	***Signature:*** 
Name:	**Name: Derek Andreson**
Title:	**Title: Chief Compliance Officer**
Date:	**Date: 8/22/2025**

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Exhibit D

(Publication Notice)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	Chapter 11
GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation,[1]	Case No. 24-34908 (CML)
Debtor and Debtor in Possession.	

NOTICE OF DEBTOR'S MOTION FOR ENTRY OF ORDER AUTHORIZING DEBTOR TO: (1) DISPOSE OF PATIENT RECORDS IN ACCORDANCE WITH 11 U.S.C. § 351; AND (2) OBTAIN RELATED RELIEF

PLEASE TAKE NOTICE THAT the Debtor filed a *Motion for Entry of Order Authorizing Debtor to: (1) Dispose Patient Records in Accordance with 11 U.S.C. § 351; and (2) Obtain Related Relief* [Docket No. [•]] (the "Motion"), which the Court granted on [DATE], 2026 [Docket No. [•]] (the "Order").[2]

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Order, the Debtor is now implementing the Patient Records Disposal Procedures (as defined in the Motion) for patient records,[3] pursuant to §§ 105(a) and 351 of title 11 of the United States Code (the "Bankruptcy Code").[4][5] Specifically, as part of the Patient Records Disposal Procedures, the Debtor is authorized to destroy all of its patient records on or as reasonably practicable after the date (the "Destruction Date") that is fourteen (14) days following the date that is 365 days (the "Waiting Period") from the date of publication of this notice (this "Published Notice"), to the extent that such patient records remain in the possession and/or control of the Debtor after the Waiting Period.

PLEASE TAKE FURTHER NOTICE THAT those with rights to the patient records who wish to retrieve such patient records must make arrangements with the Iron Mountain to retrieve them prior to close of the Waiting Period. Iron Mountain may be reached at [CONTACT DETAILS].

[1] The last four digits of the Debtor's tax identification number in the jurisdiction in which it operated is 3572.
[2] A copy of the Motion and Order can be found at https://www.veritaglobal.net/gwc, the website established by the Debtor's claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a/ Verita Global for the Debtor's chapter 11 case.
[3] "Patient Records" are defined in the Bankruptcy Code (as defined herein) as "any record relating to a patient, including a written document or a record recorded in a magnetic, optical, or other form of electronic medium." 11 U.S.C. § 101(40B).
[4] All references to "§" or "section" herein are to sections of the Bankruptcy Code. All references to "Bankruptcy Rules" are to provisions of the Federal Rules of Bankruptcy Procedure. All references to "LBR" are to provisions of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Texas.
[5] The Debtor understands its obligation to maintain any litigation holds for pending or anticipated litigation, and will retain and preserve any such records as required.