

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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In re:	:	Chapter 11
	:	
Vascular Access Center, L.P.,	:	Case No. 19-17117 (AMC)
	:	
Alleged Debtor.	:	
	:	

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**APPLICATION OF DEBTOR FOR ENTRY OF AN ORDER AUTHORIZING THE  
EMPLOYMENT AND RETENTION OF OMNI AGENT SOLUTIONS  
AS CLAIMS AND NOTICING AGENT FOR THE DEBTOR  
PURSUANT TO 28 U.S.C. § 156(C) AND 11 U.S.C. § 105(A)**

Vascular Access Center, L.P., alleged debtor, (the “Debtor”), by and through their proposed counsel, Dilworth Paxson LLP, hereby submits this application (the “Application”) for entry of an order, substantially in the form as annexed hereto as **Exhibit A** (the “Retention Order”), pursuant to 28 U.S.C. § 156(c) and U.S.C. § 105(a), appointing Omni Agent Solutions, Inc. (“Omni”) as claims and noticing agent in the Debtor’s chapter 11 case (the “Chapter 11 Case”), *nunc pro tunc* to the Petition Date (as defined below). In support of the Application, the Debtor respectfully represents as follows:

**JURISDICTION AND VENUE**

1. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

**BACKGROUND**

3. On November 12, 2019 (the “Petition Date”), an involuntary petition was filed against the Debtor under Chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). On November 13, 2019, the Debtor consented to the relief sought under Chapter 11.
4. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157

and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

5. As of the date of the filing of this Motion, no official committee of unsecured creditors, trustee, or examiner has been appointed or designated in this case, and no order for relief has been entered.

6. The Debtor was founded by Dr. James McGuckin as a Pennsylvania limited partnership in 2005. Non-debtor Vascular Access Center, LLC (“VAC-LLC”) is the Debtor’s general partner. Dr. McGuckin is the Debtor’s CEO and the sole member and manager of VAC-LLC.

7. The Debtor operates its business through limited liability company subsidiaries, 10 of which have minority equity positions held by investors – generally referring physicians or practices. Those investors represent approximately 22% of the aggregate outstanding equity of the subsidiaries.

8. The subsidiaries operate/manage various outpatient vascular access centers (“Centers”), whereby physician interventionalists perform dialysis access procedures and certain other vascular access procedures on patients with end-stage renal disease (“ESRD”) and other vascular conditions or diseases. Physician interventionalists are physicians trained in interventional radiology, interventional nephrology, or vascular surgery with further training in using sophisticated imaging technology.

9. Dr. McGuckin founded the Debtor with a mission of providing clinical excellence and unparalleled service in a convenient outpatient setting. Today, the Debtor has its corporate offices in Philadelphia, PA and owns 15 Joint Commission certified Centers in eight states, has a

fully integrated electronic medical records (EMR) system, employs approximately 100 full and part-time associates (non-physician) and services nearly 10,000 patient visits annually.

10. The Company was originally founded primarily to serve patients suffering with ESRD. There was a demand for expedient care for these hemodialysis (“HD”) patients that the Company believed hospitals were simply not meeting in an efficient manner. Outpatient centers were then generally considered unconventional, making the competition minimal. Over time, however, improvements in technology and increases in medical reimbursement for various minimally invasive procedures made outpatient centers increasingly popular. In tandem, this also allowed for the expansion of the Company’s service line offerings. In 2009, Peripheral Arterial Disease (“PAD”) was officially launched as a companywide service line offering, with other minimally invasive therapies to follow. PAD remains the Company’s highest revenue-yielding procedural line therapy on a per-treatment basis. The Company also offers other service lines, such as deep and superficial venous therapies, uterine artery embolization and kyphoplasty/vertebroplasty, as part of its diversification efforts.

11. Approximately 70% of the Debtor’s revenues come from and are expected to continue to be derived from Medicare payments.

12. Approximately 20% of the Debtor’s revenues come from and are expected to continue to be generated by patients who have private payors as the primary payor. The majority of such patients have insurance policies that reimburse the Company on terms and at rates higher than Medicare rates.

13. The Debtor operates Centers in the following locations: Prince George’s County, Maryland; Pittsburgh, Pennsylvania; West Orange, New Jersey; Mays Landing, New Jersey;

Memphis, Tennessee, Bolivar, Mississippi; New Orleans, Louisiana; North Shore, Louisiana; Piscataway, New Jersey; and Brandywine, Maryland.

14. Prior to the Petition Date, the Debtor employed the law firm of Dilworth Paxson LLP (“Dilworth”) to explore options to resolve the Debtor’s financial difficulties. As a result of this case having been filed, the Debtor desires to employ Dilworth as Debtor’s counsel in the bankruptcy case, effective upon entry of an order for relief in this case.

**RELIEF REQUESTED**

15. This Application is made pursuant to 28 U.S.C. § 156(c), Section 105(a) of Title 11 of the United States Code (the “Bankruptcy Code”), for an order appointing Omni to act as the claims and noticing agent in order to assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in the Chapter 11 Case. The Debtor submits, based on all engagement proposals obtained and reviewed, that Omni’s rates are competitive and reasonable given Omni’s quality of services and expertise. The terms of retention are set forth in that certain retention agreement dated as of November 13, 2019, by and between the Debtor and Omni annexed hereto as **Exhibit B** (the “Engagement Agreement”); provided, however, that Omni is seeking approval solely of the terms and provisions as set forth in this Application and the proposed order attached hereto.

16. Although the Debtor has not yet filed its schedules of assets and liabilities, it anticipates that there will be in excess of three thousand six-hundred (3,600) entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtor’s businesses, the Debtor submits that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtor’s estates and their creditors.

17. By appointing Omni as the claims and noticing agent in the Chapter 11 Case, the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Court (the “Clerk’ s Office” or “Clerk”) will be relieved of the administrative burden of processing what may be an overwhelming number of claims. In support of this Application, the Debtor submit the declaration of Paul H. Deutch, attached hereto as **Exhibit C** (the “Deutch Declaration”).

18. This Application pertains only to the work to be performed by Omni under the Clerk’s delegation of duties permitted by 28 U.S.C. § 156(c), and any work to be performed by Omni outside of this scope is not covered by this Application or by any order granting approval hereof. Specifically, Omni will perform the following tasks in its role as claims and noticing agent, as well as all quality control relating thereto:

A. Prepare and serve required notices and documents in the Chapter 11 Case in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) in the form and manner directed by the Debtor and/or the Court, including (i) notice of the commencement of the Chapter 11 Case and the initial meeting of creditors under Bankruptcy Code Section 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtor’s plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications and other documents as the Debtor or Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Case;

B. Maintain an official copy of the Debtor's schedules of assets and liabilities and statement of financial affairs (collectively, "Schedules"), listing the Debtor's known creditors and the amounts owed thereto;

C. Maintain (i) a list of all potential creditors, equity holders and other parties-in interest; and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;

D. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in case where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

E. Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

F. For all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;

G. Process all proofs of claim received, including those received by the Clerk's Office, and check said processing for accuracy, and maintain the original proofs of claim in a secure area;

H. Maintain an electronic platform for purposes of filing proofs of claim;

I. Maintain the official claims register for each Debtor (the "Claims Registers") on behalf of the Clerk on a case specific website; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.), (vi) the applicable Debtor, and (vii) any disposition of the claim;

J. Provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;

K. Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;

L. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

M. Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Omni, not less than weekly;

N. Upon completion of the docketing process for all claims received to date for each Chapter 11 Case, turn over to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);

O. Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations and/or changes to the Claims Registers;

P. Assist in the dissemination of information to the public and respond to requests for administrative information regarding the Chapter 11 Case as directed by the Debtor or the Court, including through the use of a case website and/or call center;

Q. If the Chapter 11 Case are converted to chapter 7, contact the Clerk's Office within three (3) days of the notice to Omni of entry of the order converting the Chapter 11 Case;

R. Thirty (30) days prior to the close of these Chapter 11 Case, to the extent practicable, request that the Debtor submit to the Court a proposed order dismissing Omni and terminating the services of Omni upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Case;

S. Within seven (7) days of notice to Omni of entry of an order closing the Chapter 11 Case, provide to the Court the final version of the Claims Registers in an electronic format along with images of all claims in numeric order as of the date immediately before the discharge of Omni or close of the Chapter 11 Case; and

T. At the close of these Chapter 11 Case, box and transport all original documents, in proper format, as provided by the Clerk's Office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064 or (ii) any other location requested by the Clerk's Office.

19. Omni shall not employ any past or present employee of the Debtor for work that

involves the Chapter 11 Case.

20. The Debtor respectfully requests that the undisputed fees and expenses incurred by Omni in the performance of the above services be treated as administrative expenses of the Debtor's chapter 11 estates pursuant to 28 U.S.C. § 156(c) and Section 503(b)(1)(A) of the Bankruptcy Code, and be paid in the ordinary course of business without further application to or order of the Court. Omni agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on the Debtor, the Office of the United States Trustee, counsel for the Debtor, counsel for any official committee, if any, monitoring the expenses of the Debtor and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

21. In connection with its retention as claims and noticing agent, Omni represents in the Deutch Declaration, among other things, that:

A. Omni will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in the Chapter 11 Case;

B. By accepting employment in the Chapter 11 Case, Omni waives any rights to receive compensation from the United States government in connection with these Chapter 11 Case;

C. In its capacity as the claims and noticing agent in the Chapter 11 Case, Omni will not be an agent of the United States and will not act on behalf of the United States;

and

D. Omni is a “disinterested person” as that term is defined in Section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged.

22. To the extent that there is any inconsistency between this Application, the Retention Order and the Engagement Agreement, the Retention Order shall govern.

23. This Application complies with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c).

**[Remainder of This Page Intentionally Left Blank]**

**NOTICE**

24. The Debtor has provided notice of this Motion to: (a) the Office of the United States Trustee for the Eastern District of Pennsylvania; and (b) all parties who requested notice pursuant to Federal Rule of Bankruptcy Procedure 2002 via electronic, facsimile or overnight mail, as appropriate. In light of the nature of the relief requested, Debtor respectfully submits that no further notice is necessary.

WHEREFORE, the Debtor requests entry of an order, in the form annexed hereto as **Exhibit A**, authorizing Omni to act as claims and noticing agent for the maintenance and processing of claims and the distribution of notices.

Dated: November 19, 2019  
Philadelphia, Pennsylvania

/s/ Lawrence G. McMichael  
**DILWORTH PAXSON LLP**  
Lawrence G. McMichael  
Anne M. Aaronson  
Jesse N. Silverman  
1500 Market St., Suite 3500E  
Philadelphia, PA 19102  
Telephone: (215) 575-7000  
Facsimile: (215) 575-7200

*Proposed Counsel for the Alleged Debtor and Debtor-in-Possession*

**EXHIBIT A**

**PROPOSED RETENTION ORDER**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	:	Chapter 11
	:	
Vascular Access Center, L.P.,	:	Case No. 19-17117 (AMC)
	:	
Alleged Debtor.	:	
	:	

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**ORDER GRANTING APPLICATION OF THE DEBTOR FOR AUTHORIZATION TO  
EMPLOY AND RETAIN OMNI AGENT SOLUTIONS AS CLAIMS  
AND NOTICING AGENT FOR THE DEBTOR  
PURSUANT TO 28 U.S.C. § 156(C) AND 11 U.S.C. § 105(A)**

Upon consideration of the Application of the Debtor for Entry of an Order Authorizing the Employment and Retention of Omni Agent Solutions as Claims and Noticing Agent for the Debtor Pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 105(a) (the “Section 156 Application”); and upon the Deutch Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this Section 156 Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and this Section 156 Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that sufficient notice of the Section 156 Application has been given; and no other or further notice being required; and good and sufficient cause appearing for the relief set forth in this Order;

**IT IS HEREBY ORDERED THAT:**

1. The Section 156 Application is GRANTED as set forth herein.
2. The Debtor is authorized to retain Omni Agent Solutions (“Omni”) as their Claims and Noticing Agent in accordance with the terms and conditions set forth in the Section 156 Application and the Services Agreement, as may be modified by this Order, effective *nunc*

*pro tunc* to November 12, 2019.

3. Any dispute with respect to the fees and expenses of Omni shall be brought before the Court for a final determination.

4. Notwithstanding any term in the Services Agreement to the contrary, the Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order and/or the Services Agreement.

5. In the event of any inconsistency between the Services Agreement, the Section 156 Application and this Order, this Order shall govern.

6. Notwithstanding anything to the contrary in the Section 156 Application or this Order, any payment made or authorization hereunder shall be subject to the applicable budget and/or cash collateral authorization requirements imposed on the Debtor under any order(s) of the Court authorizing the Debtor's use of cash collateral, including any order(s) authorizing post-petition financing.

7. The Debtor and Omni are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Section 156 Application.

8. The Court shall retain jurisdiction with respect to any and all matters arising from or related to the implementation or interpretation of this Order.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
The Honorable Ashley M. Chan  
United States Bankruptcy Judge

**EXHIBIT B**

**ENGAGEMENT AGREEMENT**



November 12, 2019

Vascular Access Centers, L.P.  
Cira Center  
2929 Arch St, Ste  
Philadelphia, PA 19104  
Attn: Dr. James McGuckin

**Re: Omni Agent Solutions Retention letter**

Dr. McGuckin:

This letter (the "Agreement") will acknowledge that you have requested Omni Agent Solutions ("Omni") to provide services to Vascular Access Centers, L.P and certain of its affiliates/subsidiaries (collectively, the "Companies") in preparation of, and in connection with, the Companies' potential joint chapter 11 filing. Omni will make itself available to the Companies, *as requested*, for the purposes of assisting the Companies with pre- and post-petition case administration matters including data entry, preparation and management of the creditor matrix, preparation of schedules of assets and liabilities and statements of financial affairs, claims management, noticing, plan solicitation and tabulation, distribution, the development and maintenance of a virtual data room, the development and maintenance of an informational website, and any other services as may be requested by the Companies.

The services to be rendered by Omni will be billed at our standard hourly rates ranging from \$35.00 to \$185.00 per hour as per the attached rate sheet. Rates are adjusted annually on January 2<sup>nd</sup> of each year and are subject to increases not to exceed ten (10%) percent per annum. Increases greater than ten (10%) percent per annum will be discussed with you, and be subject to your prior approval, before becoming effective.

All charges will be on a portal to portal basis plus out-of-pocket expenses. Omni shall be compensated on a monthly basis for those services performed by Omni during the preceding calendar month. Invoices are payable within 7 days of receipt by the Companies.



Each of Omni and the Companies, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all nonpublic records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

The parties understand that the software programs and other materials furnished by Omni pursuant to this Agreement and/or developed during the course of this Agreement by Omni are the sole property of Omni. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Companies agree not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement. The Companies further agree that any ideas, concepts, know-how or techniques relating to data processing or Omni's performance of its services developed during the course of its Agreement by Omni shall be the exclusive property of Omni. Upon the Companies' request at any time or times while this Agreement is in effect, Omni shall immediately deliver to the Companies and/or the Companies' retained professionals, at the Companies' expense, any or all of the non-proprietary data and records held by Omni pursuant to this Agreement, in the form requested by the Companies.

The Companies shall indemnify, defend and hold Omni, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Omni's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Omni's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Companies and Omni shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Companies is aware with respect to the services provided by Omni under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Companies and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Omni's liabilities.



This Agreement is terminable at will by the parties hereto upon thirty (30) days written notice. Notwithstanding the foregoing, either party may terminate this Agreement immediately upon written notice in the event of a breach by the other party. In the event that this Agreement is terminated, regardless of the reason for such termination, Omni shall cooperate with the Companies to maintain an orderly transfer of all records, data and information and record keeping functions, and shall provide all necessary staff, services and assistance required for an orderly transfer. The Companies agree to pay for such services in accordance with Omni's then existing prices for such services.

Please acknowledge the above by signing and returning a copy of this letter. Should you have any questions regarding the above, please do not hesitate to call me.

Sincerely,

Brian Osborne  
CEO and President

Date: 11-13-2019

By:   
Dr. James F. McGuckin, CEO  
Vascular Access Centers, L.P.

**CITRIX**  
**RightSignature**  
**SIGNATURE**  
**CERTIFICATE**



**REFERENCE NUMBER**  
 537CF6CD-4878-4C90-A5F4-F295F9F71145

**TRANSACTION DETAILS** **DOCUMENT DETAILS**

**Reference Number**  
 537CF6CD-4878-4C90-A5F4-F295F9F71145

**Transaction Type**  
 Signature Request

**Sent At**  
 11/13/2019 10:13 EST

**Executed At**  
 11/13/2019 10:14 EST

**Identity Method**  
 email

**Distribution Method**  
 email

**Signed Checksum**  
 e8edccc285150849c223f475d82e44e1d5b768a72768f77d1c345b5ae3083440

**Signer Sequencing**  
 Disabled

**Document Passcode**  
 Disabled

**Document Name**  
 Omniagent Retention Letter -vascular Access Centers 2

**Filename**  
 omniagent\_retention\_letter\_-vascular\_access\_centers\_2\_.pdf

**Pages**  
 3 pages

**Content Type**  
 application/pdf

**File Size**  
 386 KB

**Original Checksum**  
 dc1f7d5320848d4cdd65c000181e0dce70df6eca901a95b183fd12aa2430908d

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b>                      james mcguckin</p> <p><b>Email</b>                      jamesmcguckin03@gmail.com</p> <p><b>Components</b>                      2</p>	<p><b>Status</b>                      signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b>                      f459d97013730e9dc677936ce514169f6903cae0cf344425f9e9f3004e9c4194</p> <p><b>IP Address</b>                      64.66.6.162</p> <p><b>Device</b>                      Mobile Safari via iOS</p> <p><b>Drawn Signature</b></p>  <p><b>Signature Reference ID</b>                      4F8662A4</p> <p><b>Signature Biometric Count</b>                      31</p>	<p><b>Viewed At</b>                      11/13/2019 10:14 EST</p> <p><b>Identity Authenticated At</b>                      11/13/2019 10:14 EST</p> <p><b>Signed At</b>                      11/13/2019 10:14 EST</p>

**AUDITS**

TIMESTAMP	AUDIT
11/13/2019 10:14 EST	james mcguckin (jamesmcguckin03@gmail.com) signed the document on Mobile Safari via iOS from 64.66.6.162.
11/13/2019 10:14 EST	james mcguckin (jamesmcguckin03@gmail.com) authenticated via email on Mobile Safari via iOS from 64.66.6.162.
11/13/2019 10:14 EST	james mcguckin (jamesmcguckin03@gmail.com) viewed the document on Mobile Safari via iOS from 64.66.6.162.
11/13/2019 10:13 EST	james mcguckin (jamesmcguckin03@gmail.com) was emailed a link to sign.
11/13/2019 10:13 EST	Mary Anne Suter (msuter@vascularcenters.com) created document 'omniagent_retention_letter_-vascular_access_centers_2_.pdf' on Internet Explorer via Windows from 144.202.200.58.

**EXHIBIT C**

**AGENT DECLARATION**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	:	Chapter 11
	:	
Vascular Access Center, L.P.,	:	Case No. 19-17117 (AMC)
	:	
Alleged Debtor.	:	
	:	

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**DECLARATION OF PAUL H. DEUTCH IN SUPPORT OF ORDER AUTHORIZING  
THE EMPLOYMENT AND RETENTION OF OMNI AGENT SOLUTIONS  
AS CLAIMS AND NOTICING AGENT FOR THE DEBTOR  
PURSUANT TO 28 U.S.C. § 156(C) AND 11 U.S.C. § 105(A)**

Paul H. Deutch, declare the following under the penalty of perjury:

1. I am a Senior Vice President of Omni Agent Solutions (“Omni”), a company specializing in the administration of bankruptcy cases with offices located in New York, New York and Woodland Hills, California.

2. This Declaration is made in support of the Application of the Debtor for Entry of an Order Authorizing the Employment and Retention of Omni Agent Solutions as Claims and Noticing Agent for the Debtor Pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 105(a) (the “Application”).<sup>1</sup> The matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.

3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Omni will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the “**Clerk’s Office**”), the noticing and claims related services specified in the Application and the Engagement Agreement. In addition, at the Debtor’s request, Omni will perform such other

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<sup>1</sup> All capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Application.

noticing, claims, administrative, technical, and support services specified in the Application and the Engagement Agreement.

4. Omni is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Omni has substantial experience in matters of this size and complexity and has acted as the official noticing and claims agent in numerous chapter 11 cases pending in this district and other districts nationwide. *See, e.g., In re Consolidated Infrastructure Grp., Inc.*, Case No. 19-10165 (BLS) (Bankr. D. Del. 2019); *In re Brookstone Holdings Corp.*, Case No. 18-11780 (BLS) (Bankr. D. Del. 2018); *In re PES Holdings, LLC*, Case No. 18-10122 (KG) (Bankr. D. Del. 2018); *In re Dextera Surgical Inc.*, Case No. 17-12913 (KJC) (Bankr. D. Del. 2017); *In re Charming Charlie Holdings Inc.*, Case No. 17-12906 (CSS) (Bankr. D. Del. 2017); *In re Memorial Production Partners LP*, Case No. 17-30262 (MI) (Bankr. S.D. Tex. Jan. 16, 2017); *In re ITT Educational Services, Inc.*, Case No. 16-07207 (JMC) (Bankr. S.D. Ind. Sept. 16, 2016); *In re Joyce Leslie, Inc.*, Case No. 16-22035 (RDD) (Bankr. S.D.N.Y. Jan. 9, 2016); *In re Phoenix Brands, LLC*, Case No. 16-11242 (BLS) (Bankr. D. Del. May 24, 2016); *In re Mission Grp. Kansas*, Case No. 16-20656 (RDB) (Bankr. D. Kan. Apr. 15, 2016).

5. In connection with its retention as Claims and Noticing Agent, Omni represents, among other things, the following:

- (a) Omni is not a creditor of the Debtor;
- (b) Omni will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in this Chapter 11 Case;

- (c) by accepting employment in these Chapter 11 Cases, Omni waives any rights to receive compensation from the United States government in connection with the Debtor Chapter 11 Case;
- (d) in its capacity as Claims and Noticing Agent in this Chapter 11 Case, Omni will not be an agent of the United States and will not act on behalf of the United States;
- (e) Omni shall not employ any past or present employee of the Debtor in connection with its work as Claims and Noticing Agent in these Chapter 11 Cases;
- (f) in its capacity as Claims and Noticing Agent, Omni will not intentionally misrepresent any fact to any person;
- (g) Omni shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers;
- (h) Omni will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (i) none of the services provided by Omni as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk's Office.

6. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "Parties-in-Interest") in this Chapter 11 Case. The list of potential Parties-in-Interest was provided by the Debtor and included, among other parties, the Debtor, the Debtors' current and former directors and officers, significant stockholders, secured creditors, and top twenty (20) unsecured creditors. The results of the conflicts check were compiled and reviewed by employees of Omni, under my supervision. At this time, Omni is not aware of any relationship which would present a disqualifying conflict of interest.

7. Omni currently serves, or in the past may have served, in a neutral capacity as claims, noticing, balloting and/or solicitation agent for certain of these parties or related parties. However, given Omni's neutral position as claims and noticing agent or administrative advisor in

the listed parties' cases, or any other cases, Omni does not view such relationships as real or potential conflicts. Further, to the best of my knowledge any such relationship is completely unrelated to these Chapter 11 Cases. Accordingly, to the best of my knowledge, Omni and each of its employees are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, and neither Omni nor any of its employees hold or represent an interest adverse to the Debtors' estates related to any matter for which Omni will be employed.

8. To the best of my knowledge, neither Omni nor any of its personnel have any relationship with the Debtors that would impair Omni's ability to serve as Claims and Noticing Agent. Omni may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Omni serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To the best of my knowledge, such relationships are completely unrelated to these Chapter 11 Cases. Omni's personnel may have relationships with some of the Debtors' creditors or other Parties-in-Interest. To the best of my knowledge, however, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to these Chapter 11 Cases. Omni has, and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, Omni has had, and will continue to have, relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtors' cases in matters unrelated to these chapter 11 cases.

9. Should Omni discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Omni will use reasonable efforts to file promptly a supplemental affidavit.

10. In performing the services of Claims and Noticing Agent, Omni will charge the Debtor the rates set forth in the Engagement Agreement.

11. Omni will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: November 18, 2019  
New York, NY

**OMNI AGENT SOLUTIONS, INC.**

/s/ Paul Deutch

Paul H. Deutch  
Senior Vice President