FILED
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L... H. Curtis, Clerk
U.S. Bankruptcy Court for D.C

UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA

IN RE:	)	CASE NO. 02-2250
	)	JOINTLY ADMINISTERED
GREATER SOUTHEAST COMMUNITY HOSPITAL, et al.	)	CHAPTER 11
	)	JUDGE S. MARTIN TEEL, JR.
Debtors.	)	

LIMITED OBJECTION OF NDCHEALTH CORPORATION TO THE DEBTORS' SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION, AS SUPPLEMENTED

NDCHealth Corporation ("NDCHealth"), a creditor in the above-captioned bankruptcy cases, hereby files this Limited Objection (the "Objection") to the above-captioned debtors' (the "Debtors'") Second Amended Joint Chapter 11 Plan of Reorganization (the "Plan"), as supplemented. In support of the Objection, NDCHealth shows the Court as follows:

I. BACKGROUND

1. On November 20, 2002 (the "Petition Date"), the Debtors, including Doctors Community Healthcare Corporation ("DCH"), each filed a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code").

2. On or about November 22, 2002, the Court entered an Order to jointly administer the Debtors' cases under the above-captioned case number.

3. On or about August 8, 2001, NDCHealth and DCH entered into a License Agreement (the "License Agreement") whereby NDCHealth agreed, among other things, (i) to grant DCH a nonexclusive, nontransferable software license, and (ii) to provide

services to various of the Debtors in exchange for payment of certain fees to NDCHealth. A true and correct copy of the License Agreement is attached hereto as Exhibit "A."

4. Both prior to and subsequent to the Petition Date, NDCHealth furnished the Debtors with software and various services pursuant to the License Agreement.

5. As of the date of the Objection, the Debtors have failed to pay NDCHealth for certain services that NDCHealth furnished to the Debtors between the Petition Date and the date of this Objection. Nonetheless, NDCHealth has continued to supply the Debtors with services pursuant to the License Agreement.

6. On or about March 15, 2004, the Debtors filed a Plan Supplement to Debtors' Second Amended Joint Plan of Reorganization (the "Plan Supplement"). Pursuant to the Plan Supplement, the Debtors propose to assume the License Agreement. However, the Plan Supplement incorrectly asserts that the cure amount for such assumption is $0.

7. NDCHealth's records indicate that as of the date of this Objection, the Debtors owe NDCHealth not less than $43,969.75 in charges under the License Agreement. Attached hereto as Exhibit "B" is a summary of the charges for the services, which remain unpaid.

II. OBJECTION

8. The Plan and Plan Supplement do not satisfy the requirements of Section 1129(a)(2) the Bankruptcy Code. Section 1129(a)(2) provides that "[t]he court shall confirm a plan only if all of the following requirements are met: ... (2) The proponent of the plan complies with the applicable provisions of this title." 11 U.S.C. § 1129(a)(2). The Debtors, as proponents of the Plan, have not complied with the provisions of Section

365 of the Bankruptcy Code, and therefore, the Plan should not be confirmed unless and until the Debtors adequately address the following issues.

9. Section 365(b)(1) of the Bankruptcy Code provides that:

> If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee --
>
> (A) cures, or provides adequate assurance that the trustee will promptly cure such default;
>
> (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
>
> (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1). Therefore, in order for the Debtors to assume the License Agreement, the Debtors must provide for the cure of any defaults under such contracts.

10. As noted above, NDCHealth's records demonstrate that the Debtors owe NDCHealth $43,969.75 under the License Agreement. However, neither the Plan nor the Plan Supplement make any provision for curing such arrearages and defaults pursuant to the License Agreement or for providing adequate assurance of future performance as required by Section 365(b)(1) of the Bankruptcy Code.[1] Accordingly, the Plan does not meet the requirements of Section 1129(a)(2) of the Bankruptcy Code. NDCHealth requests that the Debtors amend the Plan (and Plan Supplement to the extent necessary) to provide that such defaults under the License Agreement will be cured prior to the assumption of the License Agreement.

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[1] The Debtors have failed to file and/or identify any documentation in support of their contention that the cure claim amount under the License Agreement is $0.

11. NDCHealth files the Objection without prejudice to, and expressly reserving, its rights to amend and further supplement the Objection prior to any final hearing on or Court approval of the Plan, as it may be amended from time to time.

WHEREFORE, NDCHealth respectfully requests that the Court: (i) determine that the amount necessary to cure any and all defaults under the License Agreement is at least $43,969.75, (ii) deny confirmation of the Plan unless the Debtors cure all monetary and non-monetary defaults under the License Agreement, including the payment of $43,969.75 due under the License Agreement, and (iii) grant NDCHealth such other and further relief as the Court deems just and proper.

Dated: March 22, 2004.

ALSTON & BIRD LLP

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(404) 881-7000

Counsel for NDCHealth Corporation

Exhibit “A”

NDCHEALTH

Customer: Doctors Community Healthcare Corporation Telephone: (480) 348-9800

Subject to the terms and conditions set forth herein, Customer and NDC have caused this Agreement to be executed by their duly authorized officers to be effective as of the date executed by NDC (the "Effective Date").

Customer:	NDC:
DOCTORS COMMUNITY HEALTHCARE CORPORATION	NATIONAL DATA CORPORATION,
a(n) corporation	a Delaware corporation
By: [signature]	By: Patricia A. Wilson
Name: STEVEN L DIETLIN	Name: Patricia A Wilson
Title: EVP & CFO	Title: General Counsel
Date: 08/02/01	Date:
Address: 6730 N. Scottsdale Rd., Suite 200 Scottsdale, AZ 85253	Address: National Data Plaza Atlanta, Georgia 30329-2010 Attn: Corporate Secretary
Attn: Mark Engelhard, VP and Chief Resource Officer	Copy to: One Warren Place 6100 S. Yale Ave., Suite 1900 Tulsa, Oklahoma 74136-1903 800/852-0707 Attn: Contract Administrator

TERMS AND CONDITIONS:

1. SOFTWARE AND SERVICES.

1.1 NDC grants to Customer a nonexclusive, nontransferable license to use certain software described on Exhibit "A" attached hereto and made a part hereof (the "NDC Software"), together with any written documentation corresponding thereto (the "NDC Documentation"). The NDC Software and the NDC Documentation are sometimes hereinafter collectively called the "NDC Products".

1.2 NDC will deliver or cause to be delivered to Customer the third party software described on Exhibit "A", together with its associated documentation (the "Third Party Software"). The Third Party Software and the NDC Products are sometimes hereinafter collectively called the "Products".

1.3 NDC will furnish Customer with claims processing and NDC Software support services described in the Documentation and on Exhibit "A" (the "Services").

1.4 The terms and conditions of the purchase of the Products and Services are set forth herein and in Attachment 1, attached hereto and incorporated herein.

2. PAYMENT. In consideration for the license for the NDC Products, the delivery of the Third Party Software, and the provision of the Services, Customer will pay to NDC the fees set forth on Exhibit "A" corresponding to the Products and Services, respectively. Customer shall bear all costs and expenses of delivery and installation of the Third Party Software at Customer's premises or at such other location as may be designated by Customer within the United States. Except as expressly stated to the contrary herein, all charges for the Products and Services will be due and payable within thirty (30) days of the date of the invoice therefor. All amounts due from Customer hereunder not received by NDC on or before the due date (or, if no due date is specified, within thirty (30) days of the invoice therefor) will incur a service charge of one and one-half percent (1-1/2%) per month. Customer will pay all excise, use and other taxes (excluding any taxes imposed on the net income of NDC or franchise taxes) imposed in connection with the Products and Services.

3. TERM. This Agreement will be in effect for an initial term of three (3) years, and thereafter may be extended for successive periods of one (1) year each on the same terms and conditions as expressed herein by mutual agreement. Either party may terminate this Agreement at any time in its entirety or as to any entity listed on Exhibit A upon ninety (90) days prior written notice to the other party.

4. USE OF THE PRODUCTS AND SERVICES. Customer agrees to use the Products and Services in accordance with this Agreement, the Documentation and NDC's instructions and specifications. Customer will not transfer, sublicense, rent, lease, convey or assign the Products; provided, however, Customer may use the Products at the locations set forth on Exhibit A. Customer will not copy or reproduce the Products in any way except as reasonably necessary for back up purposes. All copies and partial copies of the Products will remain the property of NDC. NDC will have the right at any time to review Customer's version of the Products and related records to insure compliance with this Agreement.

5. PROPRIETARY INFORMATION.

5.1 All proprietary information disclosed by either party to the other in connection with this Agreement will be identified as such in writing if not already identified as such herein, and will be protected by the recipient party from disclosure to others. The Products and all other software and documentation provided by NDC under this Agreement are hereby identified as proprietary to NDC and may not be modified, reverse engineered, translated, decompiled, disassembled, emulated, copied or used in any way other than as specifically authorized in this Agreement. Any data furnished by Customer to NDC in connection with this Agreement is hereby identified as proprietary to Customer.

5.2 NDC's and Customer's obligations and agreements under this Section 5 will not apply to any information, other than patient information, as identified under the Health Insurance Portability and Accountability Act of 1996, supplied that (i) was known to either party prior to the disclosure by the other, (ii) is or becomes generally available to the public other than by breach of this Agreement, (iii) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party, or (iv) is independently developed by a party

6. WARRANTIES; LIMITATION OF LIABILITY.

6.1 The NDC Products are provided "as is" and without warranties, except that (i) at the time of delivery, the Software will perform substantially as described in the Documentation, and (ii) there will be no material loss of functionality of the Software with respect to the introduction, processing or output of records and date data containing dates falling on or after January 1, 2000. NDC does not warrant that the functions contained in the Software and the applications thereof will meet Customer's requirements or that the Software will operate without interruption or be error free. NDC's sole liability and Customer's exclusive remedy with respect to the NDC Products is the replacement of any media not meeting the limited warranty contained herein and which is returned to NDC. Customer accepts the Third Party Software "as is, where is"; provided, however, that NDC hereby assigns its rights against NDC's suppliers of the Third Party Software to Customer, including any warranties, to the extent they are assignable, and Customer shall have the right to exercise such rights directly against NDC's suppliers, with NDC's reasonable assistance. NDC will use due care in processing all work submitted to it by Customer and agrees to correct, at its expense, any errors that are due to the malfunction of NDC's computers, operating systems or programs, or errors by NDC's operators. Correction will be limited to re-running the job or jobs and/or recreating data or program files. NDC will not be responsible in any manner for errors or failures of proprietary systems or programs other than those of NDC, nor will NDC be liable for errors or failures of Customer's software or operational systems. Should there be any failure in performance or errors or omissions with respect to the Services, NDC's liability will be limited to using commercially reasonable efforts to correct such failure in performance or errors or omissions, and in no event, except as specifically set forth herein, will NDC be liable to Customer or any third parties (including without limitation Customer's clients) for any claim, loss or damage, ordinary, special or consequential or otherwise, even if NDC has been advised of the possibility of such damage. THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, INFORMATION OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. Due to the nature of the Products and Services, Customer agrees that in no event will NDC be liable for any claim, loss, liability, correction, cost, damage, or expense caused by NDC's performance or failure to perform hereunder that is not reported to NDC by Customer within thirty (30) days of the earlier of (i) the date Customer discovered the failure to perform, or (ii) the date Customer should have discovered the failure to perform had Customer exercised reasonable diligence.

6.2 NDC will indemnify and hold Customer harmless from and against any claim by third parties pertaining to the infringement of U.S. copyrights, trademarks or patents arising out of Customer's use of any of the NDC Products as authorized hereunder, provided that the Products have not been altered, revised or modified by Customer in a manner that causes the alleged infringement, and further provided that: (i) Customer promptly notifies NDC in writing upon receipt of such claim; (ii) NDC will have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (iii) Customer cooperates with NDC in every reasonable way to facilitate the settlement or defense of such claim; and (iv) should such NDC Products become or, in NDC's opinion, be likely to become, the subject of an infringement claim, Customer will permit NDC, at NDC's expense, to (1) procure for Customer the right to continue using such NDC Products, or (2) replace or modify the same to become functionally equivalent yet non-infringing, or (3) upon the failure of (1) and (2) above, terminate, without penalty, Customer's use of the affected NDC Products, in which event NDC will refund to Customer on a pro-rata basis any prepaid amounts related thereto.

6.3 Except to the extent arising from the negligence or willful misconduct of NDC, Customer will indemnify and hold NDC harmless from and against any and all loss, damage, or expense (or claims of damage or liability) asserted against NDC by third parties and arising out of (i) information provided to NDC by Customer or Customer's clients, and (ii) the furnishing or use of such information when furnished by NDC to Customer, Customer's clients or to other third persons at Customer's request, or to officers, employees and agents of Customer.

6.4 NDC's liability in any and all categories and for any and all causes arising out of this Agreement other than in connection with the provision of Services and other than as pursuant to Section 6.2 will, in the aggregate, not exceed the amount paid by Customer to NDC for the license of the Products. NDC's liability in any and all categories and for any and all causes arising out of the provision of Services will, in the aggregate, not exceed the average sum paid by Customer to NDC per month pursuant to this Agreement taken over the twelve (12) months preceding the month in which the damage or injury is alleged to have occurred, but if this Agreement has not been in effect for twelve (12) months preceding such date, then over such fewer number of preceding months that this Agreement has been in effect.

7. DEFAULT; REMEDIES. Either party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days of receipt of written notice thereof; provided, however, that NDC may terminate this Agreement (i) on ten (10) days written notice to Customer if Customer breaches Section 2 of this Agreement, and (ii) immediately upon written notice to Customer if Customer breaches Section 4 of this Agreement.

8. CHANGE OF CHARGES. NDC shall have the right to change the prices for the Services at any time on or after the first year's anniversary date of this Agreement upon not less than thirty (30) days prior written notice to Customer. Pricing and all other terms and conditions related to support and maintenance services are subject to NDC's then current policies. In addition, NDC shall have the right to increase the fees and charges payable by Customer to offset any increase in rates charged by communications common carriers, service suppliers, or any access charges from insurance carriers, or if any change in the rules, regulations, or operating procedures of any federal, state, or local governmental agency or regulatory authority results in such cost increase. Any such increase shall become effective for Customer on the same day as the increase becomes effective as to NDC, or is otherwise incurred by NDC. Within thirty (30) days of receipt of notice of any increase in fees, Customer may elect to terminate this Agreement by providing NDC at least thirty (30) days prior written notice of termination.

9. MISCELLANEOUS.

9.1 The parties acknowledge and agree that individually-identifiable health care information is to be protected as required by the Health Insurance Portability and Accountability Act of 1996, regulations issued thereunder, and other applicable laws as required. The parties agree to make such modifications to this Agreement as may be necessary to comply with the requirements of any such applicable laws and regulations. In the event that the parties cannot agree on any such necessary modifications after good faith negotiations, either party may terminate this Agreement, with immediate effectiveness, upon written notice to the other party. It is acknowledged and agreed that NDC may sell or use de-identified aggregated data derived from Customer's use of the Services provided hereunder so long as NDC does not attribute any such data to Customer or to its customers.

9.2 Notices given pursuant to this Agreement will be effective when received, and will be sufficient if given in writing, hand delivered or by First Class U.S. Mail with postage prepaid, and addressed as set forth above; provided, however, that each party may change its notice address(es) for purposes of this Agreement by giving written notice to the other party. Refusal to accept delivery will be deemed receipt.

9.3 Neither party to this Agreement may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld, except that the obligations of NDC under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation, or subcontractor of NDC so long as NDC retains full responsibility for such obligations. This Agreement will inure to the benefit of and be binding upon the parties hereto, and, to the extent permitted hereunder, their respective successors and permitted assigns.

9.4 The representations, warranties, covenants, and agreements of any of the parties hereto contained in Sections 4, 5, 6, 7 and 9 of this Agreement will survive the expiration or earlier termination of this Agreement; provided, however, that the representations, warranties, covenants and agreements contained in Section 5 (except as to patient information, which shall survive as required by HIPAA) will survive such expiration or termination for three (3) years only. Expiration or termination of this Agreement for any reason will not terminate Customer's obligation to pay NDC for all Services performed prior to the date of such expiration or termination. Within sixty (60) days of the date of expiration or earlier termination of this Agreement, Customer will return or destroy (as NDC instructs) all copies of the materials delivered to Customer by NDC, including without limitation the Products, and Customer will deliver to NDC a certificate confirming the completion of same. Neither party may institute an action in any form arising out of or in connection with this Agreement more than two (2) years after the cause of action has arisen, or in the case of non-payment, more than two (2) years from the date of last payment or promise to pay, except that this limitation does not apply to an action for the payment of taxes.

9.5 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, memoranda and negotiations between the parties with respect to the subject matter hereof and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by both parties. Any purchase order delivered in connection herewith will be binding for informational purposes only as to the types of products and services ordered, fees therefor and the site(s) for installation or performance of services as identified therein; other terms and provisions on or attached to any purchase order will be void to the extent they are inconsistent with or in addition to the provisions of this Agreement. The headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. If any clause or provision of this Agreement will be deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, the remainder of this Agreement will not be affected by such illegality, invalidity or unenforceability, and in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there will be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. No term or provision hereof will be deemed waived and no breach excused unless such waiver or excuse is in writing and signed by the party against whom enforcement is sought. This Agreement will be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to conflicts of laws provisions; provided, however, that NDC hereby consents to the non-exclusive jurisdiction of the State and Federal Courts located in the State set forth above in Customer's address. In the event of any litigation to enforce terms of this Agreement, the prevailing party in such dispute will have the right to recover fees and expenses.

9.6 NDC and Customer will each be excused for the period of any delay and will not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement when prevented from so doing by causes beyond its reasonable control, including without limitation acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, electrical power failures, operational failures, unavoidable delays, or other similar causes beyond a party's control and neither party will have any liability for losses, expenses or damages, ordinary, special or consequential resulting directly or indirectly from

such causes. If NDC's failure to provide the Services is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both NDC and the subcontractor, NDC will not be liable unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit NDC to fulfill its obligations hereunder. This Agreement may be signed by the parties in counterparts, each of which so signed will be deemed to be an original and such counterparts together will constitute one and the same instrument. NDC is an independent contractor, and nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between NDC and Customer.

EXHIBIT A
PRODUCT AND SERVICES

Client Name	Doctors Community Healthcare Corporation	**Sales Rep**	Multiple
Client Address	6730 N. Scottsdale Rd., Suite 200	**# of Beds**	Varies
Client City, State, Zip	Scottsdale, AZ 85253	**Date**	July 31, 2001
Bus. Off. Contact/Title	Mark Engelhard, VP and Chief Resource Officer	**# Claims**	~30,000 month
Client Phone #	(480) 348-9800	**# Paper Claims**	TBD
Fax #	(480) 348-9489	**# Stmts**	TBD

FEE SCHEDULE: Current NDC Clients now covered by this agreement

Revised per claim fee rate to be effective July 1, 2001

Claim Volume rate to be calculated on aggregate total of all CID numbers covered under this agreement:
CID 852 (Greater SE); CID 2594 (Brea); CID 2323 (Pacifica); CID 2931 Pacin/Hadley;
CID 2409 (Michael Reese) and CID new (PineGrove)

Software/Service	X	License/ Conversion Fee*	Annual Software Maintenance	Installation/ Training	Monthly Processing Services	Monthly Support Fee
Greater Southeast Community Hospital Corporation 1310 Southern Avenue SE Washington, DC 20032 CID 852						
NDC Claims Management System: Enhanced	X	Previously paid	1500	NA	0 – 18,000 claims ≥27¢/claim 18,001-22,000 claims ≥25¢/claim additional claims ≥23¢/claim $500 minimum per month *(Per claim fees shall be charged based on the total aggregate claim volume for the given month.)*	$550 up to 5 workstations $75/month each additional workstation
Paper Claims Printing at NDC	X				46¢/claim printed, stuffed & mailed	

Software/Service	X	License/ Conversion Fee*	Annual Software Maintenance	Installation/ Training	Monthly Processing Services	Monthly Support Fee
Brea Community Hospital Corporation 380 West Central Avenue Brea, CA 92621 CID 2594						
NDC Claims Management System: Enhanced	X	Previously paid	1500	NA	0 – 18,000 claims ≥27¢/claim 18,001-22,000 claims ≥25¢/claim additional claims ≥23¢/claim $500 minimum per month *(Per claim fees shall be charged based on the total aggregate claim volume for the given month.)*	$550 up to 5 workstations $75/month each additional workstation
Paper Claims Printing at NDC	X				46¢/claim printed, stuffed & mailed	

Exhibit A *continued*

FEE SCHEDULE: Current NDC Clients now covered by this agreement *continued*:

Software/Service	X	License/ Conversion Fee*	Annual Software Maintenance	Installation/ Training	Monthly Processing Services	Monthly Support Fee
Pacifica of the Valley Corporation 9449 San Fernando Road Sun Valley, CA 91352 CID 2723						
NDC Claims Management System: Enhanced	X	Previously paid	1500	NA	0 – 18,000 claims >27¢/claim 18,001-22,000 claims >25¢/claim additional claims >23¢/claim $500 minimum per month *(Per claim fees shall be charged based on the total aggregate claim volume for the given month.)*	$550 up to 5 workstations $75/month each additional workstation
Paper Claims Printing at NDC	X				46¢/claim printed, stuffed & mailed	
Remittance Management: Batch - RMCX	X	Previously paid	900	NA	$500	$250

Software/Service	X	License/ Conversion Fee*	Annual Software Maintenance	Installation/ Training	Monthly Processing Services	Monthly Support Fee
Pacia Healthcare – Hadley Memorial Hospital Corporation 4601 Martin Luther King Jr. Ave. Washington, DC 20032 CID 2931						
NDC Claims Management System: Enhanced	X	Previously paid	1500	NA	0 – 18,000 claims >27¢/claim 18,001-22,000 claims >25¢/claim additional claims >23¢/claim $500 minimum per month *(Per claim fees shall be charged based on the total aggregate claim volume for the given month.)*	$550 up to 5 workstations $75/month each additional workstation
Paper Claims Printing at NDC	X				46¢/claim printed, stuffed & mailed	
NDC Claims Audit Tracking	X	Previously paid	$250	NA		$100

Exhibit A *continued*

FEE SCHEDULE: Current NDC Clients now covered by this agreement *continued*:

Software/Service	X	License/ Conversion Fee*	Annual Software Maintenance	Installation/ Training	Monthly Processing Services	Monthly Support Fee
Michael Reese Medical Center Corporation 323 East 29th Street ASC Chicago, IL 60616 CID 2409						
NDC Claims Management System: Enhanced	X	Previously Paid	$1500	NA	0 – 18,000 claims ≥27¢/claim 18,001-22,000 claims ≥25¢/claim additional claims ≥23¢/claim $500 minimum per month *(Per claim fees shall be charged based on the total aggregate claim volume for the given month.)*	$550 up to 5 workstations $75/month each additional workstation
Paper Claims Printing at NDC	X				46¢/claim printed, stuffed & mailed	
NDC Early Payment Inquiry	X	Previously Paid	$1500	NA		$150
NDC Automated Secondary Claims	X	Previously Paid	$1500	NA		$150
NDC Transmission Data Posting	X	Previously Paid	$150	NA		$250
Remittance Management: PX	X	Previously Paid	$3000	NA		$400

Exhibit A *continued*

FEE SCHEDULE: New Facilities covered by this agreement:

Software/Service	X	License/ Conversion Fee*	Annual Software Maintenance	Installation/ Training	Monthly Processing Services	Monthly Support Fee
Pine Grove Hospital Corporation 7011 Shoup Avenue Canoga Park CA 91307 CID ____ (New)						
NDC Claims Management System: Enhanced	X	0	$1200	$4000	0 – 18,000 claims ≥27¢/claim 18,001-22,000 claims ≥25¢/claim additional claims ≥23¢/claim $500 minimum per month *(Per claim fees shall be charged based on the total aggregate claim volume for the given month.)*	$550 up to 5 workstations $75/month each additional workstation
Paper Claims Printing at NDC	X				46¢/claim printed, stuffed & mailed	
Pervasive.2000 (Btrieve)* (3rd Party Software)	X	$796	X 10; ___20; ___50; ___100; ___Unlimited X NT ___Netware			
PCL* (3rd Party Software)	X	$1000	X UB92, X HCFA, ___Other: _____ X Gray ___Red			

The above fees are valid if approved agreement is received by NDC no later than July 31, 2001

Fees shall be paid in accordance with Section 4 of Attachment I, with payment of 100% of license and 50% of installation fees due upon execution hereof.

NDC Claims Management: Includes the minimum number of bridge table(s), bridge routine(s), enrollments, and provider ID's, plus the Training Services necessary, up to a maximum of 4 on-site training days to enable Customer to utilize the Software in accordance with the Agreement. Additional Installation Services (including but not limited to additional workstations subsequent to initial installation) will be charged at NDC's then current published rates. Customer is responsible for reasonable travel and out-of-pocket expenses. Check here for LAN version of software x

LINES OF BUSINESS:

LOB/Forms to be Processed	NDC Claims Management System UB-92	HCFA-1500	Early Payment Inquiry	Automated Secondary Claims	ERA Remittance Advices UB92	1500
Medicare (enter state & payer)	D.C. First Care, MD CA: BC of CA IL:	WA DC: IL; CA	WA DC; IL; CA	IL	WA DC; IL; CA	
Medicaid (enter state & payer)	WA DC; IL; CA	WA DC; IL; CA	N/A	N/A		
BC/BS (enter state & payer)	WA DC; IL; CA	WA DC; IL; CA	N/A			
Commercial (enter state & payer)	Envoy/NEIC	Envoy/NEIC	N/A	N/A		
Other (enter state & payer)	Champus	Champus	N/A			
Total LOBs	14					

ATTACHMENT I

1. BASIC SERVICES.

1.1 NDC will correct any failure of the NDC Software to comply with the Documentation following written notification by Customer to NDC (the "Basic Services"); provided, however, that NDC is not required to perform Basic Services with respect to malfunctions caused by Customer, including without limitation (i) Customer's modification of the NDC Software in any manner, (ii) Customer's use of the NDC Software on a Computer System (as hereinafter defined) that does not conform to NDC's specifications, (iii) Customer's failure to install new NDC Software or fixes within five (5) business days of Customer's receipt thereof, (iv) Customer's failure to install and maintain the most current recommended versions of all operating systems required to run or enhance the running of the NDC Software, (v) computer viruses imported into the Software from or through Customer's internal computer systems, (vi) misuse of or damage to the NDC Software, (vii) Customer's failure to report to NDC the existence and nature of any non-conformity or defect of the NDC Software promptly upon discovery thereof, or (viii) Customer's failure to allow NDC access into Customer's Computer System at reasonable times to perform routine software maintenance, update NDC Software, perform diagnostic tests and the like. Customer shall be responsible for maintaining the Third Party Software and obtaining any necessary repairs.

1.2 NDC will make available to Customer, at no additional license fee, any and all updates to the NDC Software which (i) NDC has installed and operated for its own Internal use, and (ii) NDC customarily makes available to its customers at no charge, but not any New Release (as hereinafter defined). Customer will install each new update of the NDC Software within five (5) business days of receipt at Customer's expense.

1.3 NDC will provide Basic Services directly to Customer's Trained Personnel during the "Primary Support Hours" from 8:00 a.m. to 5:00 p.m. weekdays in the time zone of the respective facility set forth on Exhibit A requesting Basic Services, excluding legal holidays. Customer may request support for electronic claims management outside of the Primary Support Hours from 6:00 p.m. to 10:00 p.m. weekdays and from 8:00 a.m. to 5:00 p.m. Saturdays (each in the time zone of the respective facility set forth on Exhibit A requesting support, excluding legal holidays), and from 10:00 a.m. to 2:00 p.m. Central Time on all legal holidays, all of which may be charged at NDC's then current standard hourly rates. Support for the Third Party Software will be provided by the third party vendor.

1.4 Customer acknowledges that completion of a minimum amount of training on the use of the NDC Software is necessary before Customer can properly operate the NDC Software. NDC will provide Customer with such training and other on-site services for a maximum of four (4) hands-on trainees and two (2) observers for each facility to enable Customer to properly operate the NDC Software. NDC will be obligated to provide the Basic Services only to competent Customer personnel who have received sufficient training in the use of the NDC Software ("Trained Personnel").

1.5 As used herein, the term "New Release" means any release, option or future product which NDC licenses separately, or any upgraded rendition of the NDC Software that features additional or different functions.

2. SCOPE OF USE.

2.1 Customer may use the Products only at the addresses of Customer set forth on Exhibit A hereto and solely for Customer's internal business use and for no other purpose. Customer will display or use such copyright, patent, trademark or other proprietary rights notices on the Products as NDC may reasonably require. Customer will not, except as otherwise provided for herein, either (i) allow any third party to obtain the Software, or (ii) allow any use of the Software in any manner which would allow the general public access or for the benefit of any third party. NDC will have the right at any time and from time to time to audit the Products and related records to ensure compliance with the requirements hereof. Customer will provide NDC with the necessary data in the proper format to enable NDC to properly furnish the Services. Customer and NDC will be bound by all applicable contractual obligations imposed by third party payers of Customer's healthcare claims ("Payers") required for access to such Payers, and will promptly give its written acknowledgment of certain Payer-imposed obligations. NDC WILL NOT BE LIABLE FOR ANY REIMBURSEMENT DECISIONS MADE BY PAYERS WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. Customer will comply with all applicable laws and regulations and will secure any authorizations necessary to receive the Services. In addition to other remedies available to NDC hereunder, any breach of the foregoing restrictions will result in the immediate termination of this Agreement and the license hereby granted.

2.2 The NDC Software includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial software documentation, as applicable, which were developed exclusively at private expense by the American Medical Association, 515 N. State Street, Chicago, Illinois 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.22707015(b)(3) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements. All Products are provided with RESTRICTED RIGHTS.

3. CUSTOMER RESPONSIBILITIES.

3.1 Customer will (i) select operators who are qualified to operate the NDC Software, (ii) convert its own data files to print image files for use with the NDC Software, (iii) complete and return to NDC all forms reasonably required by NDC or by Payers, (iv) provide authorized signatures to NDC and to the Payers as provided by applicable law, and (v) allow NDC access into Customer's Computer System at reasonable times in order to perform software maintenance.

3.2 Customer will provide, at its own expense, the minimum computer equipment, software (other than the NDC Software) and supplies (collectively, the "Computer System") reasonably designated by NDC as necessary to enable the NDC Software to run properly and Customer will ensure that the Computer System is configured to NDC's standards; failure of Customer to do so will relieve NDC of any warranty or support obligations hereunder. Customer will be solely responsible for the maintenance of the Computer System.

Exhibit “B”

47750 Greater Southeast Comm Hosp

Invoice #	Due	Amount
2507105	11/30/03	$ 2,716.84
2528127	12/30/03	$ 2,348.08
2542327	01/30/04	$ 7,163.18
2562796	02/29/04	$ 3,222.98
2592671	03/28/04	$ 1,682.99
Total		$17,134.07

2636 Pine Grove

Invoice #	Due	Amount
2480465	9/28/03	$ 1,066.50
2494023	10/30/03	$ 1,066.50
2507698	11/30/03	$ 566.50
2528717	12/30/03	$ 566.50
2542907	01/30/04	$ 566.50
2563387	02/29/04	$ 2,436.00
2591317	02/29/04	$ 566.50
Total		$ 7,401.50

1019 Doctors Comm Hosp

Invoice #	Due	Amount
2542851	01/30/04	$ 3,716.22
2563332	02/29/04	$ 2,350.63
2591281	02/29/04	$ 716.22
2592728	03/28/04	$ 3,353.74
2593188	03/28/04	$ 1,216.22
Total		$ 10,136.81

2565 Pacifica Hosp of the Valley

Invoice #	Due	Amount
2336854	03/02/03	$ 4,490.69
2385150	04/30/03	$ 2,060.53
2480346	09/28/03	$ 3,716.04
2593131	03/28/03	$ 2,801.04
Total		$ 5,755.99

2355 Michael Reece Hosp

Invoice #	Due	Amount
2593022	03/28/04	$ 3,541.38
Total		$ 3,541.38

Grand Total $ 43,969.75

FILED

MAR 2 2 2004

L. H. Curtis, Clerk
U.S. Bankruptcy Court D.C.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLUMBIA

IN RE:	)	CASE NO. 02-2250
	)	JOINTLY ADMINISTERED
GREATER SOUTHEAST COMMUNITY	)	
HOSPITAL, et al.	)	CHAPTER 11
	)	JUDGE S. MARTIN TEEL, JR.
Debtors.	)	
	)	

CERTIFICATE OF SERVICE

I certify that on March 22, 2004, I caused to be served a true and correct copy of the foregoing "**Objection of NDCHealth Corporation to the Debtors' Second Amended Joint Chapter 11 Plan of Reorganization, as Supplemented**" via facsimile and first class United States Mail, proper postage prepaid, to the parties on the attached Service List.

Dated: March 22, 2004.

ALSTON & BIRD LLP

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Counsel for NDCHealth Corporation

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