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Counsel to Providence Imaging Consultants, P.A.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	Chapter 11
	)	
INSIGHT HEALTH SERVICES	)	Case No. 10-16564 (AJG)
HOLDINGS CORP., et al.,	)	
	)	
Debtors.	)	Jointly Administered

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**PROVIDENCE IMAGING CONSULTANTS, P.A.'S  
MOTION FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM**

TO THE HONORABLE JUDGE OF SAID COURT:

PROVIDENCE IMAGING CONSULTANTS, P.A., a Texas professional association ("PIC"), a creditor in this case, respectfully submits this its Motion for Allowance and Payment of Administrative Claim pursuant to 11 U.S.C. Section 503(b)(1)(A) actual, necessary costs and expenses of preserving the estate including services rendered after the commencement of the case. In support thereof, PIC would show the Court as follows:

1. PIC is a party to the following two contracts:
  - a. that one certain Professional Services Agreement, dated September 22, 2004, by and between (i) InSight Health Corp.,<sup>1</sup> a Delaware corporation, one of the

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<sup>1</sup> InSight Health Corp. is a related debtor under Case No. 10-16568 (AJG).



debtors in this case, doing business as Open MRI of West Texas, and (ii) PIC (the "Open MRI Agreement"); and

b. that one certain Radiology Services Independent Contractor Agreement, dated July 16, 2007, by and between (i) Texas Imaging Services of El Paso, Inc., a Texas corporation, now known as InSight Health Corp., the same debtor described above, and (ii) PIC (the "Texas Imaging Agreement").

(InSight Health Corp. is hereinafter referred to as "Debtor".)

2. Under the terms of the Open MRI Agreement, PIC is entitled to receive each month for its services an amount equal to seventeen and one-half percent (17.5%) of InSight Collections received during the preceding month. "InSight Collections" are defined as all collections, professional and technical, related to patient-related goods and services provided by PIC, but do not include (i) collections related to non-professional items, including film copies, subpoena fees, sedation charges, contrast media, and drugs provided to patients, or (ii) collections related to services covered in Section 2.3 of the Open MRI Agreement. Furthermore, under the terms of the Open MRI Agreement, Debtor is required to give PIC one hundred eighty (180) days' written notice of termination without cause.

3. Under the terms of the Texas Imaging Agreement, PIC is entitled to receive each month for its services an amount equal to fifteen percent (15%) of Net Collected Revenue collected pursuant to the Texas Imaging Agreement. Furthermore, under the terms of the Texas Imaging Agreement, Debtor is required to give PIC ninety (90) days' written notice of termination without cause.

4. Notwithstanding that (i) the Open MRI Agreement required Debtor to give PIC one hundred eighty (180) days' written notice of termination without cause and (ii) the Texas

Imaging Agreement required Debtor to give PIC ninety (90) days' written notice of termination without cause, Debtor terminated both the Open MRI Agreement and the Texas Imaging Agreement effective immediately by letters to PIC, dated December 27, 2010.

5. As stated in PIC's Proof of Claim, PIC has not received from Debtor the collections information necessary to determine the amounts that Debtor owes to PIC for services previously rendered by PIC under the Open MRI Agreement and the Texas Imaging Agreement, respectively.

6. As a result, PIC hereby asserts an administrative priority claim for services rendered from and after December 10, 2010, the petition date, under the Open MRI Agreement and the Texas Imaging Agreement, respectively.

7. PIC is not asserting a claim for the one hundred eighty (180) day termination notice period to which it was entitled under the Open MRI Agreement or the ninety (90) day termination notice period to which it was entitled under the Texas Imaging Agreement. PIC is instead asserting this administrative priority claim for services actually rendered by PIC from and after December 10, 2010, through and including December 31, 2010.

For these reasons, PIC prays that the Court grant this Motion for Allowance and Payment of Administrative Claim and for such other and further relief to which it may be justly entitled.

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Respectfully submitted,

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By: /s/ Robert R. Feuille  
**ROBERT R. FEUILLE**  
State Bar of Texas No. 06949100  
Counsel to Providence Imaging Consultants, P.A.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document was served upon BMC Group, Inc., Attn: Insight Health Claims Processing Center, P.O. Box 3020, Chanhassen, Minnesota 55317, this 23rd day of February, 2011, as follows:

- Regular Mail, Postage Prepaid
- Certified Mail, Return Receipt Requested
- Facsimile Transmission
- Overnight Delivery
- Hand Delivery

and upon Ryan Blaine Bennett and Paul Wierbicki, Kirkland & Ellis LLP, 300 N. LaSalle St., Chicago, Illinois 60654, this 23rd day of February, 2011, as follows:

- Regular Mail, Postage Prepaid
- Certified Mail, Return Receipt Requested
- Facsimile Transmission
- Overnight Delivery
- Hand Delivery

and upon the Debtor, InSight Health Services Holdings Corp., 26250 Enterprise Court, Suite 100, Lake Forest, CA 92630, Attn: Legal Department, on this 23<sup>rd</sup> day of February, 2011, by first class mail.

/s/ Robert R. Feuille  
**ROBERT R. FEUILLE**

