

EXHIBIT 2

AGREEMENT REGARDING PRESERVATION OF DOCUMENTS

This Agreement is entered into as of December 1, 2014 (the "Effective Date") by and between AmeriHealth Caritas, including its wholly-owned subsidiary AmeriHealth District of Columbia, Inc. (collectively, "AmeriHealth") and D.C. Chartered Health Plan, Inc. (in Rehabilitation) ("Chartered"). AmeriHealth and Chartered are collectively referred to herein as "Parties" and individually as a "Party."

RECITALS

WHEREAS, on April 30, 2013, AmeriHealth completed the purchase of certain of Chartered's assets, and, as part of the acquisition, obtained possession, custody or control over certain of Chartered's books, records, and computer systems and has maintained such documents and data since the date of the asset purchase;

WHEREAS, in order to ensure an orderly transition of assets and as a condition to consummating the asset sale, Chartered and AmeriHealth District of Columbia, Inc. entered into a Transition Services Agreement dated May 1, 2013 (the "Transition Services Agreement");

WHEREAS, in the Transition Services Agreement AmeriHealth agreed to respond in good faith to any reasonable request by Chartered for any additional services that are necessary for Chartered's operation and which were not contemplated as of May 1, 2013;

WHEREAS, before the asset purchase by AmeriHealth, Chartered was a party to a contract with the District of Columbia's Department of Health Care Finance ("DHCF") under which Chartered provided managed care services to enrollees in the District's Medicaid program (the "Chartered-DHCF Contract");

WHEREAS, the Chartered-DHCF Contract terminated on April 30, 2013, but Chartered has post-contractual obligations to DHCF to preserve certain documents and data relating to the Chartered-DHCF contract for varying periods of time;

WHEREAS, Chartered's tax advisers are undertaking to file tax returns on behalf of Chartered for certain previous years and have identified categories of Chartered tax-related documents and data to be preserved in connection with the anticipated tax returns;

WHEREAS, Chartered is engaged in litigation and, accordingly, is subject to common law duties to preserve documents that may be relevant to those lawsuits;

WHEREAS, Chartered has performed an analysis of the nature and scope of the contractual and common law duties to preserve documents and has identified repositories and categories of documents and data potentially subject to preservation obligations;

WHEREAS, AmeriHealth acknowledges that there are certain contractual and common law obligations to preserve and maintain Chartered documents and data relating to, among other

things, Chartered's provision of managed care services to the District of Columbia Medicaid program;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS

- a. "Chartered Document," as used herein, means any Document that previously was in Chartered's possession, custody or control and that otherwise appears on Exhibit A to this Agreement, provided, however, that "Chartered Documents" shall not include (i) Navigant Documents, or (ii) DISB/NAIC filings as described in the attached Exhibit A.
- b. "Document," as used herein, means any writing or record of every type and description, whether draft or final, original or reproduction, paper or electronic, signed or unsigned, and to include all metadata and other similar information, including but not limited to correspondence (including emails), letters, minutes, ledger sheets, contracts, negotiated instruments, agreements, memoranda, reports, notices, diaries, calendars, telegrams, faxes, summaries, ledgers, invoices, bills, bills of lading, receipts, checks, checkbooks, charts, graphs, drawings, blueprints, diagrams, worksheets, studies, bulletins, articles, notices, instructions, books, manuals, pamphlets, periodicals, journals, logs, indices, photographs, microfiche, microfilm, telephone records, tape recordings, movies, computer disks and drives, data-storage devices, databases and other data compilations from which information can be obtained, all materials similar to any of the foregoing however denominated and by whomever prepared and to whomever addressed, all other documents and things subject to production under the D.C. Superior Court Rules of Civil Procedure; and all hardware and software containing, organizing and/or managing any of the foregoing ("document management and storage systems").
- c. "Expiration Date," as used herein, shall have the meaning set forth in Paragraph 2 below.
- d. "Preserve" or "preservation," as used herein, with respect to electronic data shall mean either (i) maintaining ongoing operational use of a program or other system such that all data and metadata in that program or system are preserved and retrievable or (ii) archiving a program or system, whereby use and operation of that program or system ceases but all existing data and metadata are preserved and are retrievable, according to standard industry practice for electronic data archiving.
- e. "Special Deputy," as used herein, means the Special Deputy to the Rehabilitator for Chartered. As of the Effective Date, the Special Deputy is Daniel L. Watkins. The Special Deputy includes Daniel L. Watkins and any duly appointed representative that may succeed Mr. Watkins.

PRESERVATION OBLIGATIONS

1. Commencing on the Effective Date of this Agreement, AmeriHealth and Chartered shall maintain and preserve Chartered Documents consistent with the preservation schedule (“Preservation Schedule”) set forth in the attached Exhibit A, Paragraph 2 herein, and as further detailed in Exhibit A.

2. Unless otherwise instructed by Chartered or by court order, the “Expiration Date” shall be the later of either (a) the date specified in the Preservation Schedule set forth in Section I of Exhibit A or (b) the full and final resolution of all pending litigation involving Chartered, including *District of Columbia Dep’t of Insurance, Securities and Banking v. DC Chartered Health Plan, Inc.*, Civil Action No. 12-8227 (D.C. Super. Ct.) and *D.C. Chartered Health Plan, Inc. v. Thompson*, Civil Action No. 13-3752 (D.C. Super. Ct.). For purposes of this paragraph, “full and final resolution” shall mean the action has been closed by the court, whether through settlement, dismissal with prejudice, or dismissal without prejudice but all rights of appeal have either not been exercised or have been exhausted. Chartered shall provide notice to AmeriHealth within ten (10) business days of each action’s full and final resolution.

3. In no event shall AmeriHealth or Chartered destroy or fail to preserve or maintain Chartered Documents prior to the applicable Expiration Date without (a) providing 90-days advance written notice to the other Party of the intent to destroy or cease to preserve or maintain Chartered Documents and (b) receiving express, written consent from the Special Deputy. The notice described in this paragraph shall identify with reasonable particularity the Chartered Documents that the Party seeks to destroy or to cease to maintain or preserve.

4. AmeriHealth shall cooperate with any request by the Special Deputy or Chartered’s authorized agents for access to Chartered Documents for any purpose, including without limitation responding to civil discovery, preparing for litigation, or preparing or filing tax returns on behalf of Chartered. Other than providing such access to the Special Deputy and Chartered’s authorized agents, AmeriHealth will not have any responsibility with respect to responding to, or producing any Documents in connection with, a request, process, or order of a third party, including without limitation a government agency or court, and Chartered will bear any costs and expenses of such response or production.

5. AmeriHealth shall provide timely, written notice to the Special Deputy of any demand served upon or received by AmeriHealth for inspection or production of Chartered Documents such that Chartered may seek a protective order or other relief, as appropriate.

6. Both Parties acknowledge that the Chartered Documents to be maintained and preserved hereunder are unique and valuable and subject to contractual and common law preservation obligations, and that injury or damages resulting from the unauthorized destruction of Chartered Documents would be impossible to calculate. Therefore, the Parties agree that Chartered shall be entitled to injunctive relief preventing the destruction or loss of any Chartered Documents in violation of the terms of this Agreement. Such injunctive relief shall be in addition to any other available remedies, whether at law or in equity. In the event of litigation relating to this

Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

7. After the Expiration Date or at such time as Chartered may request, AmeriHealth may retain or destroy such of the Chartered Documents as is necessary to enable AmeriHealth to comply with its own document retention policies.

MISCELLANEOUS

8. Each Party warrants that it has the right and authority to make the promises under this Agreement. Each Party agrees that it is fully informed as to the meaning and intent of this Agreement and has been advised independently by counsel of its own choice.

9. This Agreement, including all exhibits hereto, constitutes the entire understanding between the Parties and, with respect to the subject matter hereof, supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, including but not limited to the Transition Services Agreement.

10. Except as otherwise specified in Paragraph 14, this Agreement can only be modified by an agreement in writing signed by both Parties.

11. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the District of Columbia.

12. The Parties agree that this Agreement reflects their joint drafting efforts and that the Parties shall be considered joint authors; therefore, no provision shall be interpreted against any Party because of purported authorship. The headings in this Agreement are for reference only and shall not affect the Agreement's interpretation.

13. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

14. Any notices or communications required or permitted to be given under this Agreement may be delivered by hand, deposited with a nationally recognized overnight carrier, electronically mailed, or mailed by certified mail, return receipt requested, postage prepaid to the following:

For Chartered: Daniel L. Watkins
Special Deputy to the Rehabilitator
Dan Watkins Law Office
901 New Hampshire, Suite 200
Lawrence, KS 66044
danwatkins@danwatkinslaw.com

For AmeriHealth: AmeriHealth Caritas
200 Stevens Drive
Philadelphia, PA 19113
Attention: Chief Executive Officer

Either Party may unilaterally change the identity of the person to whom notice is to be given, or the address for notice, with ten (10) calendar days advance written notice to the other party. All notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

15. All obligations contained in this Agreement shall extend to and be binding upon the Parties to this Agreement and their respective successors, assigns, and designees.

16. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by electronic transmission.

IN WITNESS WHEREOF, the Parties have executed this agreement as follows:

D.C. CHARTERED HEALTH PLAN, INC.

By: 
Daniel L. Watkins
Special Deputy to the Rehabilitator

Date: December 1, 2014

AMERIHEALTH CARITAS FOR ITSELF AND FOR AMERIHEALTH DISTRICT OF COLUMBIA, INC.

By: 
Robert H. Gilman
Senior Vice President

Date: December 1, 2014

EXHIBIT A²

I. PRESERVATION SCHEDULE

Chartered Document Category	Expiration Date
A. Chartered Documents relating to performance under the Chartered-DHCF Contract, including the Data Warehouse System and the Compliance 360 System	April 30, 2018, unless otherwise instructed by Chartered or by court order
B. Chartered Documents containing enrollees' personal health information or financial information	July 31, 2019, unless otherwise instructed by Chartered or by court order
C. Chartered Documents relating to Chartered Family Health Center	July 31, 2019, unless otherwise instructed by Chartered or by court order
D. Chartered Documents with financial records relating to the Chartered-DHCF Contract	To be determined, but generally (i) three years from the date of the submission of the final expenditure report, or (ii) for awards that are renewed quarterly, three years from the date of the submission of the last quarterly financial report, or (iii) for awards that are renewed annually, three years from the date of the submission of the last annual financial report, or (iv) as may be required for litigation purposes as described in Paragraph 2 of the Agreement.
E. Chartered Documents relating to Chartered's tax filings	To be determined (or as may be required for litigation purposes as described in Paragraph 2 of the Agreement)
F. All other Chartered Documents	To be determined, as required for litigation purposes as described in Paragraph 2 of the Agreement

² The terms AmeriHealth, Chartered, Chartered Documents, Documents, Expiration Date, Parties and Preserve shall have the same meaning as in the Agreement Regarding Preservation of Documents (the "Agreement") to which this Exhibit is attached.

II. CHARTERED DOCUMENT DESCRIPTIONS AND LOCATIONS

	Name	Description	Location
A.	Data Warehouse System	The Chartered Data Warehouse System (DWS) contains more than 15 years of Chartered claims data; member data; enrollment data; enrollment eligibility files; pharmacy data; dental data; and other information relevant to the business and to Chartered's contract with DHCF. DWS is maintained by third-party vendor (Griffin) with which AmeriHealth currently has contracted through 12/31/2014. DWS information resides on both AmeriHealth and Chartered servers.	AmeriHealth servers and Chartered servers located at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005
B.	Compliance 360 System	Contract management tool used by Chartered to help manage and comply with the requirements of the Chartered-DHCF Contract. It contains Chartered provider subcontracts; member fair hearing information; trade/vendor contracts; and the Chartered-DHCF Contract and all contract amendments. AmeriHealth has contracted with Compliance 360 to maintain this system.	Hosted service (Compliance 360)
C.	MHC System	A front-end claims processing system used by Chartered; now exists in "view only" mode. Currently used on a limited basis by AmeriHealth personnel for viewing historical Chartered claims data.	AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005
D.	EAS/Accounting Server	Chartered electronic accounting records. As of 9/30/14, no new data will be entered into the EAS system. After 9/30/14, the Special Deputy will use a "PeachTree" accounting system for Chartered's accounting needs. Chartered consultants/personnel will continue to need to access the EAS server for historical financial data through February 2015 to provide audit support. Thereafter, Chartered shall archive the EAS server.	Chartered servers at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005.

	Name	Description	Location
E.	Chartered Network File Server and All Other Chartered Servers	The shared, central storage location of electronic files created, accessed, and modified by users of Chartered's computer network. Chartered consultants/personnel use these servers to access Chartered's historical financial data. These servers also house files such as provider and member correspondence, which remain relevant (to a diminishing extent). Chartered IT consultant(s) will maintain and, where practical, archive these servers. The number of users will also be reduced to 20 or less.	Chartered servers at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005
F.	DARTS	Software application used for Chartered appeals, grievances and complaints. This information remains relevant to serving some current enrollees. Chartered anticipates phasing out access to and use of the DARTS application within approximately six months.	Chartered servers at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005
G.	Sybase EDI (software and data)	Sybase EDI is a software program used for electronic data exchange, i.e., transmission of encounter data to DHCF. Chartered submitted its final encounters in May 2014. Chartered has canceled the Sybase EDI service going forward. Encounter data is in reports on Chartered servers	Chartered servers at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005
H.	Chartered Exchange	This exchange contains Chartered employee email correspondence software and files. Chartered financial and IT consultants/personnel, as well as AmeriHealth employees, require ongoing access to this Exchange Server for historical Chartered communications and data.	Chartered server at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005

	Name	Description	Location
I.	EVault (local and remote)	Backup service for Chartered systems and data for a period of 10 years or more. Chartered will continue to contract with EVault for its backup storage service.	Hosted Service (EVault)
J.	Iron Mountain Files	Approximately 3,000 boxes of paper Chartered Documents. Chartered has created a high-level inventory of these boxes, reflecting document categories such as claims, utilization management, enrollment, finance and accounting, corporate relations, etc.	Third-party vendor (Iron Mountain)
K.	Chartered Hard Drives and Laptops	Hard Drives and Laptops used by former Chartered employees while working at Chartered. Secured by the Special Deputy before sending to AmeriHealth for storage in AmeriHealth's secure IT room.	AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005
L.	Chartered Family Health Center Documents	Various documents relating to Chartered Family Health Center, which was a Chartered provider and which provided healthcare services to Chartered enrollees. CFHC records include, among other things, enrollee personal health information.	Third Party Vendor (Iron Mountain)
M.	Chartered Tax-Related Records	Chartered Documents required to prepare or support tax filings that have been or may be made on Chartered's behalf for the taxable years ending between April 30, 2008 through April 30, 2013. These are primarily paper documents stored at Iron Mountain. Electronic tax-related data and documents are located in the Chartered EAS system and stored on Chartered shared drives and servers. Chartered consultants/personnel will continue to require access to these materials in connection with facilitating Chartered tax filings.	Chartered servers at AmeriHealth DC 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005; Offices of Chartered's counsel and offices of financial and tax consultants; Iron Mountain

	Name	Description	Location
N.	Navigant Documents	Electronic database of Chartered Documents collected and reviewed by Chartered's counsel (Martin & Gitner) in response to U.S. Attorney subpoena, and now maintained and managed by third-party vendor (Navigant Consulting, Inc.)	Third-party vendor (Navigant)
O.	DISB and NAIC filings	Formal periodic statutory reports to the District of Columbia Department of Insurance, Securities and Banking ("DISB") and/or the National Association of Insurance Commissioners ("NAIC")	DISB, NAIC

III. COMMON-LAW AND CONTRACTUAL OBLIGATIONS TO PRESERVE DOCUMENTS

A. Chartered Documents relating to performance under the Chartered-DHCF Contract. Expiration Date: April 30, 2018

Section C.12.8 of the Chartered-DHCF Contract requires Contractor to retain, preserve and make available upon request all records relating to the performance under the contract, including paper and electronic claim forms, for a period of not less than five years from the date of termination of the Contract. The Chartered-DHCF Contract was terminated on April 30, 2013; therefore, such documents must be retained until at least April 30, 2018 (unless a court orders otherwise or DHCF agrees to amend the Chartered-DHCF Contract). Chartered shall seek to obtain express consent by DHCF and the D.C. Superior Court to limit the scope of Chartered Documents governed by this obligation to the Data Warehouse System and the Compliance 360 System.

Subject to further limitations in scope that will be sought, as described in this Section III.A, Chartered Documents in this category include:

- Data Warehouse Systems
- Compliance 360 System
- MHC System
- EAS/ Accounting Server
- Chartered Network File Server/All Other Chartered Servers
- DARTS
- Sybase EDI
- Chartered Exchange
- EVault
- Iron Mountain Files
- Navigant Documents

**B. Chartered Documents containing enrollees' personal health or financial information.
Expiration Date: July 31, 2019**

Section H.8.1 of the Chartered-DHCF Contract requires the Contractor to retain all records containing its enrollees' personal health information or medical or financial information for six years and three months from the date of an enrollee's disenrollment. All enrollments were terminated on April 30, 2013; therefore, the latest required retention date for such records would be July 31, 2019 (unless a court orders otherwise or DHCF agrees to amend the Chartered-DHCF Contract).

Chartered shall seek to obtain express consent by DHCF and the D.C. Superior Court to reduce this retention period such that it would terminate on April 30, 2018, consistent with its obligation described in Section II.A., above. Chartered shall also seek to obtain express consent by DHCF and the D.C. Superior Court to limit the scope of Chartered Documents governed by this obligation to the Data Warehouse Systems.

Subject to further limitations in scope that will be sought, as described in this Section III.B, Chartered Documents in this category include:

- Data Warehouse Systems
- MHC System
- Chartered Network File Server/All Other Chartered Servers
- DARTS
- Chartered Exchange
- EVault
- Iron Mountain Files
- Navigant Documents
- Chartered Family Health Center Documents

**C. Chartered Documents with financial records relating to Chartered-DHCF Contract.
Expiration Date: to be determined, but generally three years after submission of the final expenditure report**

Subject to certain exceptions, Section H.8.2 of the Chartered-DHCF Contract provides that Chartered shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of three years from the date of submission of the "final expenditure report" (or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report).³

³ The following exceptions apply:

- (1) "If any litigation, claim, financial management review, or audit is started before the expiration of the three [] year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken." Section H.8.2.1.

(continued on next page)

Throughout the term of the Chartered-DHCF Contract, Chartered was required to prepare and submit formal periodic statutory reports to the District of Columbia Department of Insurance, Securities and Banking (“DISB”) and the National Association of Insurance Commissioners (“NAIC”).

Chartered shall seek clarification from DHCF regarding the scope of this provision and, in particular, the definition of “final expenditure report.” If DHCF agrees that Chartered previously submitted a “final expenditure report,” Chartered shall seek express approval from DHCF deeming this contractual preservation requirement met where Chartered’s final expenditure report and supporting work papers are retained for three years from the date the report was submitted. If DHCF does not agree that Chartered previously submitted a “final expenditure report,” Chartered shall propose to DHCF that (a) a final audit of Chartered be performed in order to close out the DHCF contract or (b) Chartered, with AmeriHealth’s assistance, file a “final expenditure report” to DHCF’s satisfaction. Retention for three years of the audit report or final expenditure report, as applicable, and supporting data would then be deemed sufficient for purposes of Section H.8.2 of the Chartered-DHCF Contract.

Subject to the limitations that will be sought, as described in this Section III.C, Chartered Documents within this category include/ are located in:

- Data Warehouse System
- EAS/ Accounting Server
- Chartered Network File Server/All Other Chartered Servers
- Sybase EDI
- Chartered Exchange
- EVault
- Iron Mountain Files
- Navigant Documents
- DISB filings
- NAIC filings

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- (2) “Records for real property and equipment acquired with federal funds shall be retained for three [3] years after final disposition.” Section H.8.2.2.
- (3) “When records are transferred to or maintained by the HHS awarding the agency, the three [3] year retention requirement is not applicable to the recipient.” Section H.8.2.3.
- (4) “Indirect cost rate proposals, cost allocation plans, etc., as specified in 42 CFR 74.53(g).” Section H.8.2.4.

D. Chartered Tax-Related Records
Expiration Date: To be determined

Chartered is currently reviewing its tax obligations for the period beginning with the taxable year ending April 30, 2008. Chartered will inform AmeriHealth of the requisite preservation period as soon as it is determined.

Chartered Documents within this category shall include:

1. The general ledger for Chartered beginning January 1, 2007;
2. Annual statements for the 2007 calendar year to the present for Chartered, including any annual statements prepared on the basis of an April 30 year-end;
3. Financial statements from the 2007 calendar year to the present for Chartered and its parent company D.C. Healthcare Systems Inc. (if available), including any financial statements prepared on the basis of an April 30 year-end;
4. Copies of tax returns and workpapers (if available) as well as any records of taxes paid or amended returns for taxable years ending 4/30/2008 through the present, if filed; this should include any tax returns filed with the IRS, for example, including payroll tax returns;
5. All correspondence, responses to Information Document Requests, Revenue Agents Report, etc. related to the IRS audit for the taxable years ending 4/30/2007 through 4/30/2009;
6. Any files from the Chartered accounting department for the 2007 through present years, including federal, state and local tax files;
7. Copies of any actuarial reports use to support statutory reserves dated 2007 or later;
8. Copies of the relevant Medicaid and other contracts with DHCF dated 2007 or later;
9. Copies of any reinsurance contracts in effect for the 2007 calendar year or later;
10. Copy of the asset purchase/sale contract with AmeriHealth;
11. Copy of any documents related to the seizure of assets by Cardinal Bank;
12. Annual Forms 1099 (of any type) and the related Form 1096, from at least the 2010 calendar and/or tax years; and
13. Any additional Chartered Documents that may be specifically identified by the Special Deputy, Chartered's tax counsel (Scribner Hall & Thompson LLP), Chartered's Rehabilitation Counsel (Faegre Baker Daniels LLP), Chartered's CFO (Ed Oswald) or AmeriHealth personnel.

Chartered has undertaken to search for, identify, and segregate Documents described in categories 1-13 above. Subject to the obligations set forth in Sections III.A-C and Section III.E of this Exhibit, Chartered's identification and preservation (by Chartered's attorneys, financial and tax consultants, Iron Mountain and Navigant) of the Chartered Tax-Related Documents shall be deemed sufficient and satisfy any of AmeriHealth's obligations under this Section III.D.

E. Chartered Litigation Obligations.

Expiration Date: To be determined

Chartered currently is in receivership and litigation in:

- *District of Columbia, Department of Insurance, Securities and Banking v. D.C. Chartered Health Plan, Inc.*, Civil Action No.: 2012 CA 008227 2 (D.C. Super. Ct.) ("Rehabilitation Action"), and
- *D.C. Chartered Health Plan, Inc. v. DCHSI and Jeffrey E. Thompson*, Civil Action No.: 2013 CA 003752 B (D.C. Super. Ct.) ("Thompson/DCHSI Action").

While the claims asserted in the Thompson/DCHSI Action relate to certain transactions between Chartered and DCHSI and actions of DCHSI's Chairman, Jeffrey Thompson, it is unknown at this point what Chartered documents and information defendants may assert are relevant to their defense or, as yet unfiled, counterclaims, including documents concerning claims data, enrollment data, member eligibility and financial information, Chartered's duties to preserve documents may extend to all documents related to the Chartered-DHCF Contract and Chartered's business.

Until the Thompson/DCHSI Action is concluded, there is a duty to preserve indefinitely ALL Chartered documents.

Upon execution of the Agreement to which this Exhibit is appended, the Special Deputy shall either seek opposing counsel's consent or the Court's approval (or both, if necessary) to identify a relevant time period to guide Chartered's preservation obligations with respect to the Thompson/DCHSI and Rehabilitation Actions.

Chartered Documents within this category include:

- *All Chartered Documents*

IV. AMERIHEALTH AND CHARTERED'S RESPECTIVE OBLIGATIONS UNDER AGREEMENT REGARDING PRESERVATION OF DOCUMENTS

A. General Obligations

1. All costs to maintain and preserve Chartered Documents according to the preservation schedule set forth above shall be borne exclusively by the party identified in the table below.

	Chartered Documents	Party Responsible for All Costs to Maintain	Party Responsible for Housing/Preserving
A.	Data Warehouse System	AmeriHealth	AmeriHealth
B.	Compliance 360 System	AmeriHealth	AmeriHealth
C.	MHC System	Chartered	AmeriHealth
D.	EAS/Accounting Server	Chartered	AmeriHealth
E.	Chartered Network File Server and All Other Chartered Servers	Chartered	AmeriHealth
F.	DARTS	Chartered	AmeriHealth
G.	Sybase EDI (software and data)	Chartered	AmeriHealth
H.	Chartered Exchange	Chartered	AmeriHealth
I.	EVault (local and remote)	Chartered	AmeriHealth/EVault
J.	Iron Mountain Files	Chartered	Chartered/Iron Mountain
K.	Chartered Hard Drives and Laptops	Chartered	AmeriHealth
L.	Chartered Family Health Center Documents	Chartered	Chartered/Iron Mountain
M.	Chartered Tax-Related Records	Chartered	Chartered
N.	Navigant Documents	Chartered	Chartered/Navigant
O.	DISB and NAIC filings*	*These documents are maintained by DISB and NAIC, respectively. Thus, neither AmeriHealth nor Chartered will incur costs associated with preserving them.	Chartered/Iron Mountain

2. For the avoidance of doubt, all costs, including all storage and backup costs, associated with maintaining access to Documents stored in the MHC and EVault systems and by Iron Mountain and Navigant shall be borne solely by Chartered through the applicable Expiration Period.

B. Specific Obligations

1. The table below sets forth the Parties' specific, respective obligations regarding each of Chartered Documents described in Section II herein:

	Chartered Documents	Specific Obligations and Responsible Party
A.	Data Warehouse System	The current Griffin/AmeriHealth agreement to maintain the Data Warehouse System shall remain in place until December 31, 2014, at which time AmeriHealth shall continue to contract with Griffin or its successor for such services or the entire Data Warehouse System shall be transferred to AmeriHealth. In either case, all of Chartered's historical data on the Data Warehouse System shall continue to be maintained "as is." The historical Chartered data on the Data Warehouse System is subject to the longest Expiration Period in Section III.A, III.B, III.C, and III.E.
B.	Compliance 360 System	AmeriHealth shall continue to maintain "as is" the historical Chartered data on the Compliance 360 System or on a comparable AmeriHealth system, which is subject to the longest Expiration Period in Section III.A, III.D, and III.E.
C.	MHC System	The MHC System data shall reside on Chartered servers housed at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005, and is subject to the longest Expiration Period in Section III.A, III.B, and III.E.
D.	EAS/Accounting Server	The data and files on this server will be preserved on Chartered servers housed at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005. Continuing general ledger information will be maintained on a "PeachTree" accounting software system within the office of the Special Deputy. Chartered shall produce one copy of the server files and database – including files on CHP-ACCTG and CHP-SilverAcctg –for the Special Deputy on a portable data storage device. All historical Chartered EAS/Accounting Server data shall be subject to the longest Expiration period in Section III.A, III.C, III.D, and III.E.
E.	Chartered Network File Server and All Other Chartered Servers	Chartered shall create an archive copy of and preserve the Chartered Network File Server. The Parties acknowledge that Nabil Abouzolof, a former Chartered IT employee, has been retained as a consultant to assist in maintaining and providing ongoing access to Chartered systems and transition of such access to AmeriHealth personnel. Chartered's Network File Server is subject to the longest Expiration Period in Section III.A, III.B, III.C., and III.E. The Chartered Network File Server shall reside

	Chartered Documents	Specific Obligations and Responsible Party
		at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005. All Other Chartered Servers shall be archived or otherwise preserved by Chartered and said servers shall remain housed at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005. All Other Chartered Servers are subject to the longest Expiration Period in Section III. A, III.B, and III. E.
F.	DARTS	The Parties anticipate that AmeriHealth will continue to need access to this application through February 2015, primarily to access historical Chartered data. Decisions regarding archiving or preserving historical Chartered DARTS data shall be made mutually by Chartered and AmeriHealth in or after February 2015 or at such time as AmeriHealth determines that it no longer needs access to this data. DARTS shall be subject to the longest Expiration Period in Section III.A, III.B, and III.E.
G.	Sybase EDI (software and data)	Chartered has discontinued this application and archived its EDI, which is stored on servers housed at AmeriHealth DC, 1120 Vermont Avenue NW, Suite 200, Washington, DC 20005. The Chartered Sybase EDI data is subject to the longest Expiration Period in Section III.A and III.E
H.	Chartered Exchange	Chartered shall maintain and provide access to the Chartered email exchange, as necessary. When immediate access is no longer required, Chartered shall archive or otherwise preserve all email from the Chartered Exchange, subject to the longest Expiration Period in Section III.A, III.B, III.C, III.D, and III.E.
I.	EVault (local and remote)	Chartered shall maintain a remote EVault backup service at its own expense, subject to the longest Expiration Period in Section III.A, III.B, III.C, III.D, and III.E
J.	Iron Mountain Files	Chartered shall maintain the current contract with Iron Mountain and shall continue under that contract or make equivalent document storage arrangements to preserve those files, subject to the longest Expiration Period in Section III.A, III.B, III.C, III.D, and III.E.
K.	Chartered Hard Drives and Laptops	AmeriHealth shall continue to preserve these hard drives and laptops and store them in a secure and locked location at AmeriHealth's premises in the District subject to the longest Expiration Period in Section III.E.

	Chartered Documents	Specific Obligations and Responsible Party
L.	Chartered Family Health Center Documents	Chartered shall maintain and preserve any Chartered Family Health Center Documents, subject to the longest Expiration Period in Section III.B and III.E.
M.	Chartered Tax-Related Records	Chartered shall maintain and preserve the Chartered Tax-Related Records, subject to the longest Expiration Period in Section III.D and III.E.
N.	Navigant Documents	Chartered shall maintain and preserve the Navigant Documents.
O.	DISB and NAIC filings*	DISB and/or NAIC maintains these records.

2. Other Chartered Servers. Chartered shall archive or otherwise preserve any server(s) containing Chartered Documents, whether or not specifically described above. Chartered Servers are subject to, subject to the Expiration Period in Section III.E.
3. Ancillary Systems and Software. As set forth below, Chartered shall reduce the number of users with access to certain Chartered systems and software as well as continue to implement the idling of certain servers and applications.
 - a. Select Applications: Chartered shall assess the following servers/applications for shut down:
 - CHP-TAN and CHP-Burgundy running SharePoint server
 - CHP-Bronze running DARTS application
 - CHP-Pearl running Rights management server.
 - CHP-EDI running Sybase EDI products.
 - CHP-Gold running Fax application
 - b. MHC: Chartered shall disable logins for all except certain few essential users.
 - c. Exchange email: Chartered shall determine who needs access and deactivate mailboxes (not delete) for all others.
 - d. Citrix servers: Chartered shall assess and, if appropriate, reduce the number of users with access to Citrix, monitor load and shutdown servers as needed.
 - e. Sonicwall firewall: Chartered recommends leave as is.
 - f. Sonicwall Spam: Chartered recommends leave as is.
 - g. Cisco Router: Chartered recommends leave as is.

- h. 2 Cisco switches: Chartered recommends leave as is.
- i. 3 x FAS2020 (Storage area network): Chartered recommends leave as is.
- j. WSUS: Chartered recommends leave as is.
- k. CHP-Green: Chartered recommends leave as is.
- l. CHP-Pink: Chartered recommends leave as is.
- m. vCenter: Chartered recommends leave as is.
- n. 4 x vSphere servers: Chartered recommends leave as is.
- o. CHP-Acctg: Chartered recommends leave as is.
- p. CHP-Backup: Chartered recommends leave as is.
- q. Backup DAS: Chartered recommends leave as is.
- r. Backup-Remote: Chartered recommends leave as is.