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CAUSE NO. D-1-GV-02-004523

At 1:34 p.m. M.  
Amalia Rodriguez-Mendoza, Clerk

THE STATE OF TEXAS,

*Plaintiff,*

v.

AMCARE HEALTH PLANS OF TEXAS,  
INC. and AMCARE MANAGEMENT,  
INC.

*Defendants.*

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

200th JUDICIAL DISTRICT

AGREED PROTECTIVE ORDER REGARDING CONFIDENTIALITY

To expedite the flow of documents and things to be produced by the Texas Department of Insurance related to AmCare Health Plans of Texas, Inc. and AmCare Management Inc. to MedImpact Healthcare Systems, Inc. ("MedImpact"); to adequately protect material entitled to be kept confidential; and to ensure that protection is afforded only to material so entitled, pursuant to the Court's authority under Rule 192.6 of the Texas Rules of Civil Procedure,

IT IS HEREBY ORDERED THAT:

1. The Texas Department of Insurance ("TDI") shall produce to MedImpact those documents and things covered by the previous subpoenas duces tecum issued to TDI in Cause No. GN303897; *Jean Johnson, Special Deputy Receiver of AmCare Health Plans of Texas, Inc. et al. v. Price Waterhouse Coopers, L.L.P., et al.*; In the District Court of Travis County, Texas; 250<sup>th</sup> Judicial District. TDI had previously produced documents to the defendants in that matter under claims of confidentiality under Article 1.15 and Article 1.15A of the Texas Insurance Code (the "Confidential Documents"). The Confidential Documents from Cause No. GN303897 are in



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the possession of the undersigned attorneys representing MedImpact, and can be efficiently made available to MedImpact without any additional monetary or time expense by TDI.

2. MedImpact shall use the Confidential Documents only for the purposes of any litigation between MedImpact and AmCare Health Plans of Texas, Inc., its parent and/or affiliates, including: AmCareco, Inc., AmCare Health Plans of Louisiana, Inc., AmCare Health Plans of Oklahoma, Inc., and/or AmCare Management, Inc. ("AmCare-Related Litigation.")

3. Confidential Documents shall only be used or reviewed by (a) attorneys engaged, or employed, by MedImpact, and employees of such attorneys to whom it is necessary that the material be disclosed for purposes of AmCare-Related Litigation, including but not limited to attorneys, partners, directors, officers, principals and personnel with MedImpact's in-house legal department; (b) experts, consultants, and other independent persons retained by MedImpact or its attorneys, for the purpose of assisting with AmCare-Related Litigation that agree in writing to be bound by the terms of this Order; (c) partners, principals and employees of MedImpact to the extent necessary to assist in AmCare-Related Litigation; (d) a Court (and any appellate court), including court personnel, court reporters, jurors and alternative jurors; (e) any person identified as an author, in part or in whole, of a Confidential Document, or persons to whom a copy of such document was sent prior to its production pursuant to the subpoena; (f) anticipated and actual deponents and anticipated and actual fact witnesses up to the point and including testimony at trial (including their counsel, if any); (g) any professional liability insurer of MedImpact; and (h) any mediator, arbitrator or other person to whom a court has, or parties have, referred the AmCare-Related Litigation for alternative dispute resolution or any panel of persons appointed pursuant to law with respect to AmCare-Related Litigation. All such persons shall be made

aware of this Order prior to the dissemination of any confidential document to them and that they are bound by it and shall not use the document for any other purpose.

4. Nothing in this Agreement shall bar or otherwise restrict any attorney for MedImpact from rendering advice to his/her client with respect to AmCare-Related Litigation and, in the course thereof, referring to or relying upon the Confidential Documents.

5. Nothing contained herein shall be construed as limiting or restricting MedImpact from disclosing, disseminating or using any documents or information that comes into its possession other than those which were produced under the terms of this Protective Order and for which TDI has asserted confidentiality pursuant to Article 1.15 and/or Article 1.15A. Moreover, MedImpact is not restricted by this agreement from discussing the Confidential Documents with any regulatory body provided it agrees to be bound by this Order.

6. Nothing contained herein shall be construed as limiting or restricting MedImpact from using any Confidential Document in any filing with a Court or during any deposition, hearing, or trial, and including same within the transcript and/or record thereof. Any confidential document filed with the Court or used in a deposition shall be designated to be under this Order.

7. The production of documents and/or disclosure of information pursuant to this Order shall not waive any rights to object to producing documents or information in discovery as provided by rules of procedure. Moreover, nothing in this Order shall be construed as precluding any party from objecting to the use in any hearing or admissibility in evidence of any Confidential Document.

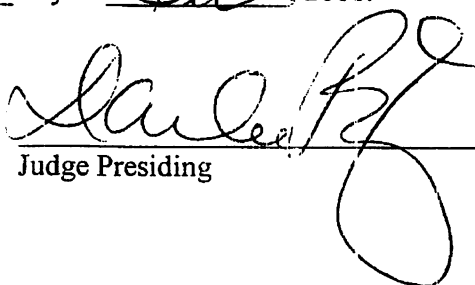
8. Should any third party not authorized in Paragraph 3 above seek access to Confidential Document, by request, subpoena or otherwise, MedImpact shall, within a reasonable time prior to disclosure, notify TDI of such request, subpoena or other communication.

9. To the extent of any production to any person or entity by TDI of any duplicate of any Confidential Document, without a protective order of similar import to this Order, the restrictions of this Order as to such Confidential Document do not apply.

10. The terms and provisions of this Order are subject to modification, extension, or limitation as may be hereinafter agreed to by the parties hereto in writing or by order of a Court.

Either party hereto may seek a modification of this Order.

SIGNED AND ENTERED this 15 day of Dec, 2006.



Judge Presiding

**AGREED TO:**

original signed by

By:

Douglas D. Dodds  
State Bar No. 05932020  
Amy Clark-Meachum  
State Bar No. 24027927  
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**ATTORNEYS FOR MEDIMPACT HEALTHCARE SYSTEMS, INC.**

original signed by

By:

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**ATTORNEYS FOR THE TEXAS DEPARTMENT OF INSURANCE**

original signed  
by

By: \_\_\_\_\_

Mr. Robert H. Nunally  
Mr. Harold B. Gold  
Wisener, Nunally, Gold, L.L.P.  
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**ATTORNEYS FOR THE SPECIAL DEPUTY RECEIVER**