



FIRST HEALTH SERVICES CONFIDENTIALITY AGREEMENT FOR NON-BUSINESS ASSOCIATES

The undersigned person or entity (“**You**”), in connection with the provision of services to, on behalf of, or related to, or the accessing of information of, First Health Services and/or its subsidiaries and/or affiliates (collectively, “**CHC**”) hereby agree as follows:

1. You are aware that, in the course of providing services to, on behalf of, or related to, or accessing of information of CHC, You may deal with or have incidental access to information of a confidential or privileged nature related to members, providers, employees and/or CHC itself, including but not limited to, trade secrets, strategic plans, customer lists, member information, contract terms, financial costs, pricing terms, sales data, business opportunities (whether for existing, new or developing business), ideas, methods, and processes (“**Coventry Confidential Information**”). Coventry Confidential Information shall not include information: (a) already properly within Your rightful possession (as demonstrated by written records) prior to the date of this Agreement; (b) independently developed by You; (c) already publicly available or becomes publicly available other than through a breach of this Agreement by You; or (d) lawfully disclosed to You by a third party who is not obligated to CHC to retain such information in confidence.
2. You will keep all Coventry Confidential Information in the strictest of confidence. You will not disclose Confidential Information to anyone except CHC employees or CHC representatives who require access to such information to perform their duties. You agree to use all reasonable efforts to protect Coventry Confidential Information with the same degree of care used to protect your own confidential information. Unless expressly authorized by CHC, You will not for any reason, disclose any Coventry Confidential Information, directly or indirectly, to any person, firm, corporation or business entity.
3. You agree that immediately upon the termination of the services to, on behalf of, or related to CHC, You will either promptly deliver to CHC, or destroy, all Coventry Confidential Information in Your possession or control which relate to the business of CHC or which are the property of CHC. Upon request of CHC, you will certify the return or destruction of all Coventry Confidential Information.
4. You recognize that failure to comply with the terms and conditions of this Agreement may, among other things, be grounds for legal action by CHC as well as basis for termination of any agreement you may have with CHC.
5. In the event that You use any employees or agents to perform services for, on behalf of or related to CHC, You will ensure that they agree to the same requirements contained herein.
6. You will defend, indemnify and hold CHC harmless for any losses or damages arising from Your breach of this agreement, including any action by Your employees or agents in violation of the covenants contained in this agreement. You recognize that irreparable damage will result to CHC in the event of the violation of any covenant contained herein made by You, and agree that in the event of any such violation CHC shall be entitled, in addition to its other legal or equitable remedies and damages, to temporary and permanent injunctive relief to restrain

against such violations thereof by You and by all other persons acting for or with You, and to recover from You its reasonable attorney's fees and costs. Should a court of appropriate jurisdiction find any of the restrictions in any of the covenants contained herein unenforceable because it is overbroad, the court may modify such covenant to make its restrictions narrower and/or to make the covenant enforceable.

7. This agreement shall be governed by the law of the State of _____

The undersigned hereby agrees to the terms and conditions of this Confidentiality Agreement.

(Signature) (Date)

Print Name

Company Name and Address

Company NPI _____

Contact Name Contact Telephone

Company Name, if different from above: _____

Company Address, if different from above: _____

Send Completed Form to:

First Health Services
Pharmacy Provider Enrollment
4300 Cox Road
Glen Allen, VA 23060

Fax: 804-965-7647