



**NEW HIRE CONFIDENTIALITY AGREEMENT &  
CONFLICT OF INTEREST DISCLOSURE CERTIFICATION**  
(All Employees and Agency Contractors)

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Full Name (F) \_\_\_\_\_ (M) \_\_\_\_\_ (L) \_\_\_\_\_

TriWest position \_\_\_\_\_ Location \_\_\_\_\_

**CONFIDENTIALITY AGREEMENT**

During tenure with TriWest Healthcare Alliance Corp. and any of its affiliates (“TriWest”), workforce members (workforce includes full-time and part-time TriWest employees, temporary employees, and agency contractors) will be exposed to data that is confidential and proprietary (“TriWest Information”). TriWest workforce members may not divulge this information to any other person unless specifically authorized under the terms of this Agreement:

1. TriWest Information is defined as any and all information concerning:
  - TriWest’s beneficiaries, to include their Individually Identifiable Health Information and Protected Health Information [as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations];
  - TriWest’s workforce members;
  - TriWest’s health care providers;
  - Health care services offered or provided by TriWest;
  - Business methods, operations, finances, employees, and/or third party vendors of TriWest; and all information (whether in written, paper, or electronic format) relating in any way to the work being performed for or by TriWest.
2. Workforce members must keep TriWest Information strictly confidential and shall only use or disclose the minimum TriWest Information necessary to carry out their job responsibilities at TriWest:
  - Workforce members may only disclose TriWest Information to other workforce members who are authorized to receive such Information and require such Information to perform their jobs; and
  - Workforce members may only disclose TriWest Information to individuals outside of TriWest who need to know the information and have agreed, pursuant to a written Nondisclosure Agreement or Business Associate Agreement with TriWest, to maintain the confidentiality thereof.
3. Workforce members shall also maintain the confidentiality of any Protected Health Information in compliance with all HIPAA laws and regulations.
4. Workforce members shall notify TriWest senior leadership immediately upon becoming aware of any loss or unauthorized disclosure of TriWest Information.

5. All TriWest Information is and shall remain the property of TriWest. Upon the conclusion of employment or termination of contract, or upon request by TriWest if earlier, workforce member shall promptly return to their immediate supervisor all copies of all TriWest Information in their possession, together with all documents and other materials prepared on the basis of TriWest Information.
6. Workforce members who fail to comply with the Confidentiality Agreement are subject to disciplinary action by TriWest, up to and including termination and penalties imposed by state or federal civil and criminal laws.
7. This Confidentiality Agreement is effective upon acknowledgment by workforce member and shall remain in force for a period of five (5) years after termination of employment or contract at TriWest. All workforce members shall be obligated under HIPAA to indefinitely maintain the confidentiality of all Protected Health Information.
8. The interpretation and performance of this Confidentiality Agreement shall be governed by the laws of the State of Arizona.
9. The purpose of the Confidentiality Agreement is not intended to prohibit or otherwise restrict workforce members from lawfully reporting waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

## CONFLICT OF INTEREST DISCLOSURE QUESTIONNAIRE

Please answer the following questions to assist TriWest Healthcare Alliance Corp. and any of its affiliates (“TriWest”), in evaluating compliance with its Code of Conduct ([P&P 10300](#)) (“TriWest Code of Conduct”). The TriWest Code of Conduct can be found under Policies and Procedures, Corporate Compliance on TriNet.

If you answer Yes to any question please provide explanatory information in the box provided. Please include in your explanatory information all relationships that you or members of your immediate or extended family may have in regard to the question.

### Immediate family

- Spouse or domestic partner (**all following relations, for both Immediate family and Extended family, apply to those of the workforce member and spouse or domestic partner**)
- Dependent children (son, daughter, stepchild, adopted)
- Other persons, including extended family, who share your residence (not tenants or employees)

### Extended family

- All “Immediate family” (above)
- Non-dependent or adult children (son, daughter, stepchild, adopted)
- Grandchildren and their spouses
- Parents, grandparents, brothers and sisters
- In-laws (brother, sister, son, daughter, father, mother, grandparents)

**This certification covers your activities for the three (3) year period immediately preceding your date of hire, unless otherwise indicated. You are required to answer each question.**

<p>1. Within the past three (3) years, did you or a member of your immediate family have any ownership interest in five percent (5%) or more in any entity doing business with TriWest or which was involved in a bidding and/or negotiation process for TriWest business?</p> <p>If “Yes,” provide explanation here:</p>	<p><b>Yes      No</b></p>
<p>2. Within the past three (3) years, did you or a member of your extended family have a financial relationship with, or work as a consultant, agent, director, officer, or employee of, a company or individual which was <b>doing business with</b> TriWest or was <b>involved in a bidding and/or negotiation process</b> for TriWest business?</p> <p><i>Note: Financial relationship means ownership (greater than 5%), membership on a Board of Directors, financial interests, employment, consulting or contractual agreements, or similar arrangements. Please specify the nature of the relationship.</i></p> <p>If “Yes,” provide explanation here:</p>	<p><b>Yes      No</b></p>
<p>3. Within the past year, did you or a member of your immediate family <b>accept</b> any non-cash tangible gifts, meals, transportation, entertainment or other items of value from any company or individual which <b>was involved in a bidding and/or negotiation process</b> for TriWest business at the time of receipt of the gift?</p> <p>If “Yes,” provide explanation here:</p>	<p><b>Yes      No</b></p>

<p>4. Within the past year, did you or a member of your immediate family <b>accept</b> any non-cash tangible gifts, such as holiday gifts, meals, transportation, entertainment, social gatherings, sporting events, or other items valued at more than One Hundred Dollars (\$100.00) from any company or individual <b>doing business with</b> TriWest?</p> <p>If yes, provide explanation here:</p>	<p><b>Yes</b>      <b>No</b></p>
<p>5. Within the past year, did you or a member of your immediate family <b>give</b> any non-cash tangible gifts, meals, transportation, entertainment or other items of value to any company or individual which <b>was involved in a bidding and/or negotiation process</b> for TriWest business at the time the gift was given?</p> <p>If yes, provide explanation here:</p>	<p><b>Yes</b>      <b>No</b></p>
<p>6. Within the past year, did you or a member of your immediate family <b>give</b> any non-cash tangible gifts, meals, transportation, entertainment, social gatherings, sporting events, or other items valued at more than One Hundred Dollars (\$100.00) to any company or individual <b>doing business with</b> TriWest?</p> <p>If yes, provide explanation here:</p>	<p><b>Yes</b>      <b>No</b></p>
<p>7. Within the past year, did you or a member of your immediate family <b>purchase</b> from any company or individual <b>involved in a bidding and/or negotiation process</b> or <b>doing business with</b> TriWest any item with a fair market retail value greater than One Hundred Dollars (\$100.00) for less than the fair market retail value?</p> <p>If "Yes," provide explanation here:</p>	<p><b>Yes</b>      <b>No</b></p>

8. Does any member of your extended family currently work for TriWest?	<b>Yes</b> <b>No</b>
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If “Yes,” provide the following information:

Full Name	Relationship	Title/Position (i.e. Job Function)	TriWest Location

<p>9. Within the past three (3) years, have you or any member of your extended family worked:</p> <ol style="list-style-type: none"> <li>1. For any federal, state or local government entity in <b>negotiating/bid/contracting positions or health care</b>; OR</li> <li>2. For a TriWest “competitor” in any capacity?</li> </ol> <p><i>NOTE: For purposes of this question, TriWest’s “competitors” are Aetna, Anthem/Wellpoint, Cigna, Centene, Health Net, Humana, United Healthcare, Wisconsin Physicians Services Insurance Corporation, Palmetto Government Benefits Administrators, and any of their affiliates and subsidiaries.</i></p>	<b>Yes</b> <b>No</b>
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If “Yes,” provide the following information:

Full Name	Relationship	Employer (i.e. government entity or competitor)	Title/Position (i.e. Job Function)	From - To (mm/yy)	
				From /	To /
				From /	To /
				From /	To /

10. Are you or any of your extended family members currently eligible for care through Veterans Health Affairs?	<p style="text-align: center;"><b>Yes      No</b></p>
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If "Yes," provide the following information:

Full Name	Relationship	City & State

<p>11. Do you participate in any other relationships or activities which you believe may conflict with TriWest's interests or TriWest's Code of Conduct?</p> <p>If "Yes," provide explanation here:</p>	<p style="text-align: center;"><b>Yes      No</b></p>
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**By selecting “Accept” below and electronically submitting this form, I hereby acknowledge the following:**

- I have read, understand, and agree to adhere to and be bound by the terms of this Confidentiality Agreement.
- I understand that failure to adhere to the terms of the Confidentiality Agreement may result in disciplinary action by TriWest, up to and including termination of employment or contract.
- I have received access to the TriWest Code of Conduct (the “Code”).
- I agree that I am familiar with and understand the Code and its definitions, rules and examples.
- There are no situations in which I am involved that cause me to have an actual or potential conflict of interest with TriWest as defined in the Code except as stated on this questionnaire.
- I agree to adhere to the business ethics set forth in the Code and will report any violations of the Code to TriWest’s General Counsel and/or Director, Corporate Compliance.
- If a change occurs or if any event arises that causes a conflict, a potential conflict or an apparent conflict of interest before the next time I am required to fill out the disclosure questionnaire, I will report it in writing promptly to TriWest’s General Counsel and/or Director, Corporate Compliance.
- I hereby affirm that, to the best of my knowledge, the information given herein is complete and accurate.
- I understand that the electronic submission of this Statement has the same effect as a document bearing my actual signature.

**Accept**

**Reject**

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Electronic Signature

\_\_\_\_\_  
Date (mm/dd/yy)

**SUBMISSION INSTRUCTIONS**

This form must be submitted electronically before your start date. **Save and/or print the completed form for your records**, then choose one of the following:

1. Click the button below to launch your email and submit.
2. Email your saved copy as an attachment to [ConflictForm@TriWest.com](mailto:ConflictForm@TriWest.com).
3. Fax your printed copy to the Corporate Compliance Dept. at (602)564-2523.