



Revision Date: June 5, 2006

ATTACHMENT B-1

CHILD HEALTH CORPORATION OF AMERICA CONFIDENTIALITY AGREEMENT FOR FORUM PARTICIPANTS

I _____, as a member of the _____ Forum formed by Child Health Corporation of America (“CHCA”), agree to the following terms and conditions relative to my receipt of certain confidential and proprietary information of CHCA:

1. To keep confidential and not disclose to any third party, without CHCA’s written permission, information presented or made available to me as a participant of the forum (“Confidential Information”).
2. That such Confidential Information may take many forms, but is likely to include CHCA’s plans, reports, proposals, agreements, organizational documents, studies, forecasts, descriptions, market analyses, financial projections, recommendations, negotiating strategies and positions, due diligence reviews and reports, pricing information, requests for proposals and responses thereto, and other similar information and materials made available to me as a CHCA forum participant.
3. Not to disclose Confidential Information that I receive at CHCA forum meetings, from its listservs and websites, or on conference calls except to (a) persons who have signed confidentiality agreements similar to this agreement with CHCA; and (b) my employer whom I represent on the forum (assuming my employer is a CHCA Owner) and only to the extent that such disclosure is necessary to perform my duties as an employee or as a member of such forum.
4. That this Confidentiality Agreement does not apply to information which I was aware of prior to CHCA disclosing such information to the forum, or information in the public domain, or any information disclosed to me by a person (other than a CHCA director, officer, employee, agent, committee member or representative) not bound by any confidentiality obligations with respect to such information.
5. That I will continue to honor my obligation under this agreement throughout the duration of my forum participation. In the event that my membership on such forum is terminated or otherwise expires, I will maintain the confidentiality of, and will not disclose the confidential information made available to me for a period of two (2) years.

IN WITNESS WHEREOF, this Confidentiality Agreement has been entered into on the date set forth below:

Signature

Title

Print Name

Date