

Note: To Be Executed by: Contractor Personnel who: (1) are performing Services at the Client's facilities; or (2) have access to Client's network or Client Confidential Information (defined below as "Commonwealth Confidential Information"); or (3) are Core Project Team Members.

EXHIBIT G-2

Confidentiality Agreement for Contractor Personnel

Confidentiality and Other Representations

You acknowledge that you are an employee or contractor of the following vendor of the Commonwealth of Massachusetts (the "Commonwealth"):

Name of Vendor: OptumInsight, Inc. ("**Vendor**")

and desire to be assigned by the Vendor to perform services in support of Vendor's services for the Commonwealth (the "Project"), and that the Vendor desires to assign you to perform services in support of the Project for the Commonwealth. In providing such support you will either: (1) be performing Services at Commonwealth facilities; or (2) have access to the Commonwealth's network or Commonwealth Confidential Information, as defined below; or (3) be a core project team member on the Project ("Core Project Team Member"). Your assignment is conditioned upon your execution of this Agreement and you agree to be bound by all of its terms and conditions.

NOW THEREFORE, in consideration of your assignment to the Project, the access you have to the confidential information of the Commonwealth, and for other good and valuable consideration, the parties agree as follows:

1. Confidentiality of the Commonwealth's Materials. You agree that both during your assignment to the Project and thereafter you will not (i) use for your own benefit or for the benefit of anyone other than the Commonwealth any Commonwealth Confidential Information (as defined below) or (ii) divulge or disclose any Commonwealth Confidential Information to anyone except to persons within the Commonwealth or on the Project team, in each case, whose positions require them to know it.
2. The following definitions apply to this Agreement:

"Commonwealth Confidential Information" means (i) any third party software licensed by the Commonwealth and provided to the Vendor for the Project; (ii) all Commonwealth Data (as defined below); (iii) all personally identifiable information regarding the Commonwealth's personnel; (iv) proprietary information of the Commonwealth identified in any Task Order; and (v) any other proprietary information that (A) if provided in written form by the Commonwealth, is marked as confidential (provided that personal data as defined in M.G.L. Chapter 66A and information in (i), (iii), and (iv) above shall not be required to be marked to be confidential), or (B) if provided by the Commonwealth in oral form or visually, is confirmed as confidential by the Commonwealth in writing within thirty (30) days of its initial disclosure by the Commonwealth. Commonwealth Confidential Information does not include the information described in Section 3.

- a. "Commonwealth Data" means all data that are: (i) owned or controlled by the Commonwealth and provided to the Vendor by, or on behalf of the Commonwealth, in

connection with the Project; (ii) Commonwealth data provided to, received, maintained or accessed by Vendor in connection with this Agreement; (iii) derived or generated by the Vendor in the performance of configuring, testing or data loading, cleansing or conversion activities for the Commonwealth in connection with the Project; (iv) data created by the Commonwealth in its use of the services or the systems provided by the Vendor under the Project, including without limitation, all personal data as defined in M.G.L. Chapter 66A and data referred to in Section 6 of the Commonwealth Terms; (v) Protected Health Information under 45 CFR Parts 160 and Part 164; (vi) "patient identifying information" as defined in 42 CFR Part 2; and/or (vii) any other individually identifiable information that is treated as confidential under any federal or state law or regulation (including, for example, any state and federal tax return information) that the Vendor (or its subcontractor or agent) uses, maintains, discloses, receives, creates or otherwise obtains from the Commonwealth in connection with the Project.

3. Other Information. Nothing in this Agreement will prohibit or limit your use of information (other than the Commonwealth Data described in Sections 2(a)(v) through (vii) above) that is, as evidenced by written documentation: (a) previously known to you without obligation of confidence; (b) independently developed by you or for you without reference to or reliance on the confidential information of the Commonwealth; (c) acquired by you from a third party that is not under an obligation of confidence to the Commonwealth with respect to such information; or (d) publicly known through no breach of the agreement between Vendor and the Commonwealth.
4. Return of the Commonwealth's Materials. At the time of the termination of your assignment with the Commonwealth, you agree to return to Vendor (or, if directed by Vendor, to the Commonwealth) all Commonwealth materials, documents and property, in your possession or control, including without limitation, all Commonwealth Confidential Information and all materials relating to work done while assigned by the Vendor to projects for Commonwealth or relating to the processes and materials of the Commonwealth. You also agree to return to Vendor (or, if directed by Vendor, to the Commonwealth) all materials concerning past, present and future or potential products and/or services of the Commonwealth. You also agree to return to Vendor (or, if directed by Vendor, to the Commonwealth) all materials provided by persons doing business with the Commonwealth and all teaching materials provided by the Commonwealth.
5. Representation of Non-Infringement. You hereby represent and warrant that, to your best knowledge, without additional due diligence, no software, no web content and no other intellectual property that you develop during your assignment to the Project and deliver to the Commonwealth or Vendor in your support of the Project shall infringe a patent, copyright, trade secret or other proprietary or intellectual property right of any third party.
6. No Conflicting Agreements. You represent and warrant that you are not a party to any agreement or arrangement which would constitute a conflict of interest with the obligations undertaken hereunder or would prevent you from carrying out your obligations hereunder.
7. Tax Payments. You hereby represent and warrant that you have paid all due state and federal taxes, or, if your tax status is in dispute or in the process of settlement, that you have responded as directed and within the required timeframes to all communications received from the state or federal government.
8. You acknowledge that you are not an employee of any Massachusetts state or municipal government agency, and are not entitled to any benefits, guarantees or other rights granted to state or municipal government agencies, including but not limited to group insurance, disability

insurance, paid vacations, sick leave or other leave, retirements plans, health plans, or premium overtime pay. Should you be deemed to be entitled to receive any such benefits by operation of law or otherwise, you expressly waive any claim or entitlement to receiving such benefits from Massachusetts state or municipal government agencies.

9. Miscellaneous:

- a. Your obligations under this Agreement shall survive the termination of your assignment to the Project regardless of the manner of or reasons for such termination. Your obligations under this Agreement shall be binding upon and shall inure to the benefits of the heirs, assigns, executors, administrators and representatives of the parties.
- b. You agree that the terms of this Agreement are reasonable and properly required for the adequate protection of the legitimate business interests of the Commonwealth. You agree that in the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to be contrary to any applicable statute, law, rule, or policy or for any reason unenforceable as written, then such court may modify any of such provisions so as to permit enforcement thereof to the maximum extent permissible as thus modified. Further, you agree that any finding by a court of competent jurisdiction that any provision of this Agreement is contrary to any applicable statute, law, or policy or for any reason unenforceable as written shall have no effect upon any other provisions and all other provisions shall remain in full force and effect.
- c. You agree that any breach of this Agreement will cause immediate and irreparable harm to the Vendor and to the Commonwealth not compensable by monetary damages and that the Vendor and the Commonwealth will be entitled to obtain injunctive relief, in addition to all other relief, in any court of competent jurisdiction, to enforce the terms of this Agreement, without having to prove or show any actual damage to the Vendor or the Commonwealth.
- d. No failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof, and no delay or omission in exercising any right under this Agreement, will operate as a waiver of such terms, covenants, conditions or rights. A waiver or consent given on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- e. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the doctrine of conflicts of law.

You acknowledge that this Agreement imposes reasonable standards of conduct with regard to your assignment to the Project at the Commonwealth. If you agree with the terms set forth herein, please sign and return this Agreement.

Agreed and Accepted:

Name of Employee

Signature

Date

Name of Vendor

Vendor Signature

Vendor Signatory Name

Vendor Signatory Title

Vendor Signature Date