CONTRACTED PERSONNEL confidentiality agreement

Appendix 11

In  consideration  of my  Engagement  as  a  Contracted  Personnel  with  the Wisconsin Department of Employee Trust Funds, I agree to the following:

1. Definitions:

"Authorized User" means any State agency, University of Wisconsin campus, or other public body authorized to use state contracts.

"Confidential Information" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the Authorized User or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non­ public information related to the Authorized User's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom our based thereon; or (iii) information designated as confidential in writing by the Authorized User.

"Engagement" means the provision of Services to an Authorized User upon the assignment of a Worker for specific work pursuant to a Position Request.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or Authorized User identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual 's financial account; (d) the individual's DNA profile; and (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.

“Position Request” means the document ETF sends to contractors to solicit quotes and ask for resumes and other materials about candidates to fill a particular ETF need.

"Proprietary Information" means all information that has been created, discovered, developed or otherwise become known to ETF or any of its related entities, (including, without limitation, information created discovered, developed or made known to me or by me during my association with State of Wisconsin). Thus, such Proprietary Information includes, but is not limited to, contracts, customers, employee and referral source lists and addresses, information about employees and employee relations, training manuals and procedures, recruitment methods and practices, other information about customers and referral sources, pricing, costs and expenses, budgets, business proposals, financial information,  product development information, computer programs, hardware and software, and any other information relating to the Wisconsin Department of Employee Trust Funds and its operations, products, business and financial affairs.

“Worker” means a candidate who ETF selected to fill a Position in a Position Request who has begun working on-site at ETF.

1. I will keep in strictest confidence and trust all Confidential Information, Proprietary Information and Personally Identifiable Information and will not, either during or after my Engagement, disclose, use or disseminate any Confidential Information, Proprietary Information and Personally Identifiable Information or rights pertaining to Confidential Information, Proprietary Information and Personally Identifiable Information, except as necessary in the performance of my Wisconsin Department of Employee Trust Funds duties.
2. I also agree that all computer programs and listings, correspondence, notes, records, drawings, memoranda, files, training manuals, customer lists, mailing or contract lists, or other documents that are created, modified, or compiled by me, or which are available to me while engaged as a Contracted Personnel at the Department of Employee Trust Funds, concerning my Engagement and my dealings with any customers and agencies shall be the exclusive property of the Department of Employee Trust Funds. I agree to deliver such documents or other agency property to the Department of Employee Trust Funds upon the termination of my Engagement or at any other time at the Department of Employee Trust Funds’ request.
3. I understand that the Department of Employee Trust Funds is committed to the highest standards of business ethics and requires that its Workers always conduct themselves with honesty and integrity.  I agree and acknowledge that I am required to comply with all laws, rules and regulations of federal, state and local governments. I am also encouraged, and expected, to bring to the attention of management any information that raises the possibility that any Worker is not fulfilling these ethical and legal responsibilities.
4. I agree that during the period of my engagement with the Department of Employee Trust Funds I will not, without the Department of Employee Trust Funds’ express written consent, engage in any consulting, employment or business which is otherwise in conflict with my relationship with the Department of Employee Trust Funds.
5. I understand that the Department of Employee Trust Funds is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA), and must comply with that law. As contracted personnel providing services at the Department of Employee Trust Funds, I agree that I will participate in training at ETF regarding HIPAA and privacy laws specific to the Department and its records. I further agree that I will comply with HIPAA and privacy laws specific to the Department while providing services at ETF.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Signature Date