

EXHIBIT D-3

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSORTIUM CONTRACT: CalWIN Training, OCM and Implementation Support
Requirements Project

CONTRACTOR NAME: Deloitte Consulting LLP

SUBCONTRACTOR/EMPLOYER NAME: _____

CONTRACT NUMBER _____

GENERAL INFORMATION

The Contractor referenced above has entered into the above-referenced Consortium Contract with the California Statewide Automated Welfare System (hereafter sometimes "Consortium") to provide certain services to the Consortium. As part of that Consortium Contract, Contractor has entered into a subcontract with the Subcontractor/Employer named above to perform aspects of the services to be provided under the Consortium Contract. The Consortium requires your signature on this Subcontractor Employee Acknowledgment and Confidentiality Agreement.

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT

I understand and agree that the above-referenced Subcontractor is my sole employer for purposes of the above-referenced Consortium Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the Consortium Contract.

I understand and agree that I am not an employee of the Consortium for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the Consortium by virtue of my performance of work under the Consortium Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the Consortium pursuant to any agreement between any person or entity and the Consortium.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the Consortium Contract and/or the referenced Subcontract is contingent upon my passing, to the reasonable satisfaction of the Consortium, any and all such investigations. I understand and agree that my failure to pass, to the reasonable satisfaction of the Consortium, any such investigation shall result in my immediate release from performance under the Consortium Contract and/or Subcontract and/or any future contract or subcontract involving the Consortium.

CONFIDENTIALITY

EXHIBIT D -- Subcontractor Employee Acknowledgement Confidentiality and Assignment of Copyrights Agreement (CalWIN Training)

I may be involved with work pertaining to services provided by the Consortium and, if so, I may have access to confidential data, information, and materials pertaining to persons and/or entities receiving services from the Consortium. In addition, I may also have access to proprietary data, information, and materials that are owned, copyrighted, and/or supplied by the Consortium, the above-referenced Contractor, or other vendors doing business with the Consortium. The Consortium has a legal obligation to protect all such confidential and proprietary data, information and materials in Consortium's possession, including, without limitation, data, information and materials concerning health, criminal and welfare recipient records.

I understand that if I am involved in Consortium work, the Consortium must ensure that I, too, will protect the confidentiality of such data, information, and materials. Consequently, I understand that I must sign this Agreement as a condition of my work to be provided by the above-referenced Subcontractor for the Consortium. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data, information, or materials obtained while performing work related to the Consortium Contract between the above-referenced Contractor, Subcontractor, and the Consortium. I agree to use and maintain all confidential information in accordance with the restrictions found in California Welfare and Institutions Code Section 10850 and California Department of Social Services, Manual of Policies and Procedures Chapter 19-000. I agree to forward all requests for the disclosure or release of any data, information, or materials received by me to my immediate supervisor.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the Consortium, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me as related to the execution of the services associated with the Consortium Contract. I agree to protect these confidential items against disclosure to other than the above-referenced Contractor, Subcontractor, or Consortium employees who have a need to know the information. I agree that if confidential or proprietary data, information and materials of the Consortium, the above-referenced Contractor, the above-referenced Subcontractor, or other vendors doing business with the Consortium is provided to me during this employment, I shall keep such data, information and materials confidential.

I agree to report to my immediate supervisor any and all violations of the above-referenced Consortium Contract, the Subcontract, or this Agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential and proprietary data, information and materials to my immediate supervisor upon completion of my work on the Consortium Contract, the Subcontract, or termination of my employment with the above Subcontractor, whichever occurs first.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action under this Subcontractor Employee Acknowledgment and Confidentiality Agreement and/or applicable law. I acknowledge that I have read, understand and will

comply with the provisions as set forth in Section 10 of the Contract related to OWNERSHIP OF SOFTWARE AND OTHER PROPERTY.

Date: _____

Name: _____
(Subcontractor Employee's Signature)

Name: _____
(Print Subcontractor Employee's Name)

Working Title: _____