



CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to the Department of Workforce Development, Aging and Community Services (WDACS) with Contractor's executed Agreement. Work cannot begin on the Contract until WDACS receives this executed document.)

Contractor Name: _____ Agreement No. _____

Employee Name: _____

GENERAL INFORMATION

The Contractor referenced above has entered into a contract with WDACS to provide _____ [suggest including a blank to state the specific service(s)] on behalf of the County of Los Angeles. WDACS requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above reference 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 above-reference contract.

I understand and agree that I am not an employee of WDACS or Los Angeles County for any purposes whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the WDACS or County by virtue of my performance of work under the above reference contract. I understand and agree that I do not have and will not acquire any rights or benefits from WDACS or County pursuant to any agreement between any person or entity and WDACS or County.

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 above referenced contract is contingent upon my passing, to the satisfaction of WDACS and County of Los Angeles, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of WDACS and County of Los Angeles, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. WDACS and the County of Los Angeles have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for WDACS and the County of Los Angeles. 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 or information obtained while performing work to the above-referenced agreement between my employer and WDACS and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentations, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

1. I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ Date: _____

PRINTED NAME: _____

POSITION: _____

WITNESS SIGNATURE: _____ Date: _____

WITNESS PRINTED NAME: _____