

MA-063-17011318
WITH
BINTI, INC.
FOR
WEB APPLICATION FOR RESOURCE FAMILY APPROVAL PROGRAM

XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving County based upon claimed violations by Contractor of the privacy or security of confidential information, or federal or state laws or agreements concerning privacy or security of confidential information, Contractor shall make all reasonable effort to make itself and Contractor Workers assisting in the administration of County business available to at no cost to County to testify as witnesses. County shall also make all reasonable efforts to make itself and any sub-Contractor, agents, and employees available to Contractor at no cost to Contractor to testify as witnesses, in the event of litigation or administrative proceedings involving Contractor based upon claimed violations by County of the privacy or security of confidential information, or state or federal laws or agreements concerning privacy or security of confidential information.

XVII. COUNTY DEPARTMENT'S AGENTS AND SUBCATS

CONTRACTOR agrees to enter into written agreements with any agents, including sub-Contractor and vendors, to whom Contractor provides confidential information received from or created or received by Contractor Contractor in performing functions or activities related to the administration of County business that impose the same restrictions and conditions on such agents, subCATS and vendors that apply to Contractor with respect to confidential information, including restrictions on disclosure of confidential information and the use of appropriate administrative, physical, and technical safeguards to protect such confidential information. Contractor shall incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents, sub-Contractor and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of confidential information be reported to Contractor.

XVIII. AMENDMENT OF AGREEMENT

County and Contractor acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by County, Contractor agrees to promptly enter into negotiations concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. County may terminate this Agreement upon thirty (30) days written notice if Contractor does not promptly enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that County deems necessary.

XIX. TERMINATION

This Agreement shall terminate at end of contract period, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; requests for an extension must be justified to and accepted by County. Regardless of the extension status, all provisions of this Agreement that provide restrictions on disclosures of confidential information and that provide administrative, technical, and physical safeguards for the confidential information in Contractor's possession shall continue in effect beyond the termination of the Agreement, and shall continue until the confidential information is destroyed or returned to County.