SOCORRO INDEPENDENT SCHOOL DISTRICT

Confidentiality and Safeguarding of District Records
Terms and Conditions

Confidentiality and Safeguarding of District Records; Press Releases; Public Information. Under this Contract/Agreement, Contractor may (1) create, (2) obtains, (3) stores, (4) uses (5) receive from or on behalf of District, or (6) have access to, records or record systems (collectively, "District Records"). Among other things, District Records may contain names, addresses, social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Federal or Texas Laws. Additional mandatory confidentiality and security compliance requirements with respect to District Records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). Health Insurance Portability and Accountability Act ("HIPAA", Public Law No. 104-191) and the Gramm-Leach-Bliley Act ("GLB", Public Law No. 106-102), Contractor represents, warrants, and agrees that it will: (1) hold District Records in strict confidence and will not use or disclose District Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by District in writing; (2) safeguard District Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology (NIST) and the Center for Internet Security (CIS) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that District Records are safeguarded and the confidentiality of District Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with District Policies, Rules and Regulations regarding access to and use of District's computer systems.

At the request of District, Contractor agrees to provide District with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of District Records. Contractor represents, warrants, and agrees that it will: (1) hold District Records in strict confidence and will not use or disclose District Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by District in writing; (2) safeguard District Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that District Records are safeguarded and the confidentiality of District Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with District Policies, Rules and Regulations regarding access to and use of District's computer systems. At the request of District, Contractor agrees to provide District with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of District Records.

A. Notice of Impermissible Use. If an impermissible use or disclosure of any District Records occurs, Contractor will provide written notice to District within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide District with all information requested by District regarding the impermissible use or disclosure.

B. Return of District Records. Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all District Records (1) create, (2) obtains, (3) stores, (4) uses (5) receive from or on behalf of District, or (6) have access to or received from or on behalf of District will be (1) returned to District, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any District Records, Contractor will provide District with written notice of Contractor's intent to destroy District Records. Within five (5) days after destruction, Contractor will confirm to District in writing the destruction of District Records.

C. Disclosure. If Contractor discloses any District Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

D. Press Releases. Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to this Project or the engagement of Contractor as an independent contractor of District in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of District.

E. Public Information. District strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to District, Contractor will make any information created or exchanged with District pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by District that is accessible by the public.

F. Termination. In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if District reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, District may immediately terminate this Agreement without notice or opportunity to cure.