

federal and state laws and regulations;

- iv. Provide sufficient supervision and training to its employees and agents to ensure compliance with the terms of this Agreement.
- B. Legal Requests.** Should the Grantee be served with a subpoena or other legal process for any records containing confidential information relative to this Agreement, the Grantee will notify the Department immediately and cooperate fully with the Department in any lawful efforts to protect the confidential information.
- C. Notification of Unauthorized Disclosure.** The Grantee shall notify the Department within two (2) days of the discovery of any breach or unauthorized disclosure of confidential information and provide the Department with all information relative to the nature, timing and scope of any such breach or unauthorized disclosure.
- D. Return and Destruction.** Except as otherwise provided in Sections 26 and 32 of this Agreement, the Grantee shall, at the discretion of the Department, either return all confidential information to the Department or destroy confidential information in such a manner as to make it unusable upon termination of this Agreement or upon request of the Department.
- E. Open Records and Public Information.** Neither the Grantee nor the Department shall be required to keep confidential any information subject to the provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq. or information (a) that is or becomes publicly available through no breach of this Agreement, (b) independently developed by either party, (c) previously known to either party without obligation of confidence or (d) acquired by either party from a third party which is not, to either party's knowledge, under an obligation of confidence with respect to such information.
- F. Confidentiality Survives Termination.** The Grantee's obligations relative to confidential information shall survive the termination of this Agreement.

27. Record Retention and Review. Grantee shall establish and maintain full and