

a reason to be present at any child care facility while any child is present for care under the scope of this Agreement.

- v. Grantee shall ensure that each agent, servant, employee and subcontractor of the Grantee maintain documentation of the current satisfactory fingerprint records check determination such that the documentation can be presented upon request by a child care facility.
- vi. Grantee shall cooperate fully with the Department in furtherance of any request that a Grantee, agent, servant, employee or subcontractor undergo a new or additional fingerprint records check.
- vii. If criminal activity appears on any background check that is performed, the Department, in its sole discretion, shall make the final determination whether the outcome of a criminal background check may serve as adequate grounds to terminate the Agreement.

**26. Obligations to Maintain Confidentiality.** Grantee acknowledges that all material and information that has or will come into its possession or knowledge in connection with this Agreement, or the performance thereof, may consist of confidential and private information, the disclosure of which or use by third parties may be damaging. Confidential information may include, but be not limited to, personally identifiable information, personal health records, student and institutional records, employee information, business plans and models, budget and finance information, marketing information and research records, without regard to whether such records have been designated as confidential.

**A. Access to and Use of Confidential Information.**

Understanding the sensitive nature of confidential information, the Grantee agrees to:

- i. Hold such material and information in confidence, not to make use thereof other than for the performance under this Agreement, and not to release or disclose any information to any other party except as may be required by law;
- ii. Limit use and disclosure of such confidential information within its own organization to those individuals and entities with a specific business need for the performance of this Agreement;
- iii. Protect, use and disclose confidential information in compliance with all applicable