

secured through an open-competitive selection process. The property shall be used and maintained by the Contractor as follows:

A. Property shall be used solely in the performance of this Agreement.

B. A copy of each executed equipment lease agreement shall be kept on file by the Contractor.

C. The Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period said property is under the control of the Contractor, except damage, loss, or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to the City.

D. Contractor assures that all of its purchased hardware; software and other computer related products and/or services purchased under this Agreement shall be Year 2000 compliant. Disposition of nonexpendable personal property shall be governed by the provisions of OMB A-110 or DOL regulations at 29 CFR part 97 or State/City directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

XIV -- CONFIDENTIALITY REQUIREMENTS

A. Contractor shall maintain the confidentiality of any information regarding participants and the immediate family of any participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. The Contractor shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.

B. Confidentiality of State/County Records

