

ADDENDUM
to Agreement (“Agreement”)
by and between South Monterey County Joint High School District
 (“CONTRACTOR”), and County of Monterey, on behalf of its Health
 Department (“County”)

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between CONTRACTOR and County. This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, CONTRACTOR and County agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 7.0, TERMINATION. Section 7.01 is hereby deleted in its entirety and replaced with the following:

“During the term of this Agreement, termination provisions shall be mutual. The County and CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.”

2. Section 7.0, TERMINATION. Section 7.02 is hereby deleted in its entirety and replaced with the following:

“The County and CONTRACTOR may cancel and terminate this Agreement for good cause effective immediately upon written notice. “Good cause” includes the failure of COUNTY and CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County and CONTRACTOR terminates this Agreement for good cause, the County and CONTRACTOR may be relieved of the payment of any consideration to COUNTY and CONTRACTOR, and the County and CONTRACTOR may proceed with the work in any manner, which County and CONTRACTOR deems proper. The cost to the County and CONTRACTOR shall be deducted from any sum due the COUNTY and CONTRACTOR under this Agreement.”

3. Section 8.0, Indemnification. Section 8.0 is hereby deleted in its entirety and replaced with the following:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

COUNTY shall indemnify, defend, and hold harmless the Contractor, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the contractor. "COUNTY's performance" includes COUNTY's action or inaction and the action or inaction of COUNTY's officers, employees, agents and subcontractors.

4. Section 10.0, RECORDS AND CONFIDENTIALITY. Section 10.01 is hereby deleted in its entirety and replaced with the following:

10.1 **Confidentiality:**

10.1.1 CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.1.2 County and its officers, employees, and agents shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information, including those related to the maintenance and disclosure of student records. County shall not disclose any confidential records or other confidential information, or any individual student information, including but not limited to student names and other identifying information, received from CONTRACTOR or prepared in connection with the performance of this Agreement, unless CONTRACTOR specifically permits County to disclose such records or information. County shall promptly transmit to CONTRACTOR any and all requests for disclosure of any such confidential records or information. County shall not use any confidential information gained by County in the performance of this Agreement except for the sole purpose of carrying out County's obligations under this Agreement.

5. Section 10.0, RECORDS AND CONFIDENTIALITY. Section 10.02 is hereby deleted in its entirety and replaced with the following:

10.2 Return of Records

10.2.1 "Upon expiration or termination of this Agreement, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County in the performance of this Agreement."

10.2.2 "Upon expiration or termination of this Agreement, County shall return to CONTRACTOR any CONTRACTOR records, including but not limited to educational and student records, which County used or received from CONTRACTOR in the performance of this Agreement."

6. Section 10.0, RECORDS AND CONFIDENTIALITY. Section 10.03 is hereby deleted in its entirety and replaced with the following:

Maintenance of Records: "CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved."

Maintenance of Records: "COUNTY shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. COUNTY shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then COUNTY shall retain said records until such action is resolved."

7. Section 10.0, RECORDS AND CONFIDENTIALITY. Section 10.04 is hereby deleted in its entirety and replaced with the following:

Access to and Audit of Records: “The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.”

Access to and Audit of Records: “The Contractor shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the COUNTY and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the Contractor or as part of any audit of the Contractor, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.”