

EMERGENCY FACILITY USE AGREEMENT

This Agreement is made by and between the **County of Monterey**, a political subdivision of the State of California ("COUNTY"), and **South Monterey County Joint Union High School District**, a California public school district of Monterey County ("SCHOOL DISTRICT"), sometimes referred to collectively herein as "Parties" and in singular as a "Party," with reference to the following:

RECITALS

- A. COUNTY provides emergency response and disaster relief services to residents in the event of a natural disaster or local emergency, including **but not limited to**, providing temporary care and shelter, distributing prophylaxis medications and/or vaccinations, medical testing, and providing other essential services to protect the health and welfare of the citizens of the county; and
- B. COUNTY desires to coordinate disaster and emergency planning with owners of various facilities located throughout the county with the intent that these facilities could be used to conduct sheltering **or other disaster operations** to fulfill the COUNTY's efforts to protect the health and safety of its citizens during a disaster or emergency; and
- C. COUNTY desires to maintain this Agreement to use the facility described below and on **Exhibit "A"** (Site Plan) attached hereto and incorporated herein by this reference ("Facility"), for emergency response and disaster relief operations ("Disaster Operation"), and to define working relationships and roles of COUNTY and SCHOOL DISTRICT before or when a disaster occurs. In the case of a disaster or emergency where this Facility is needed, COUNTY will use the emergency contacts provided herein in order to establish shelter or other disaster relief operations in as expeditious a manner as such emergency conditions allow or require.

Facility Name: Greenfield High School

Address: 225 South El Camino Real, Greenfield, CA 93927

The 24-hour contact information for the Emergency Facility is as follows:

Name/Title of Emergency Contact for SCHOOL DISTRICT:

Sherrie Castellanos, Chief Business Official

Main Phone: (831) 385-0606 Ext 4338 24 Hr. Phone: (805) 440-1982

Name/Title of Emergency Contact for COUNTY:

Mike Derr, Contracts-Purchasing Officer

Main Phone: (831) 755-4992 24 Hr. Phone: (831) 917-580

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, SCHOOL DISTRICT agrees to allow COUNTY to use the Facility upon the following terms and conditions:

1. Use of Facility: Upon COUNTY's request, SCHOOL DISTRICT will permit COUNTY to use the Facility, on a temporary basis as reasonably necessary, for Disaster Operations and will allow COUNTY, through its departments and agreements with other public and private agencies, to operate the Facility with all equipment and services associated with temporary occupancy and other essential needs. If applicable, said use shall be subject to the Federal Required Provisions attached hereto as **Exhibit "B"**. If requested by SCHOOL DISTRICT, an Emergency Facility Occupancy Plan prepared by COUNTY shall be attached hereto as **Exhibit "C"** upon completion.
2. Facility Management: In the event that COUNTY makes use of the Facility pursuant to Section 1 above, COUNTY will designate an official, the "Facility Manager", to manage the Facility during the Disaster Operation, and SCHOOL DISTRICT will designate a coordinator, the "Facility Coordinator", to work with the Facility Manager regarding COUNTY's use of the Facility. COUNTY will have primary responsibility for the management and operation of the Facility during the Disaster Operation.
3. Term: The term of this Agreement shall be on a year-to-year basis and commence upon execution by SCHOOL DISTRICT or COUNTY, whichever is later. This Agreement may be terminated at any time by either party upon fifteen (15) days prior written notice, which may be given with or without cause.
4. Condition of Facility: At the commencement of COUNTY's active use of the Facility, the Facility Coordinator and Facility Manager, or designee(s) thereof, will jointly conduct a pre-occupancy survey of the Facility and inventory supplies made available to COUNTY before it is turned over to COUNTY. The Facility Coordinator will identify and secure all SCHOOL DISTRICT's equipment that COUNTY should not use while operating the Facility. COUNTY will exercise reasonable care while using the Facility for the Disaster Operation and will make no modifications to the Facility without the express written approval of SCHOOL DISTRICT. If any improvements are damaged or removed by COUNTY, its authorized agents, employees or contractors, within forty-five (45) days of the closing date of Disaster Operations, they shall be restored or replaced by COUNTY to as near the original condition and location as is practicable.
5. Custodial Services: It is understood that SCHOOL DISTRICT will not provide custodial services. COUNTY shall clean the Facility before COUNTY's use of Facility ends.
6. Security: In coordination with the Facility Coordinator, the Facility Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Facility.
7. Signage and Publicity: COUNTY may post signs identifying the Facility as a specific type of COUNTY Disaster Operation in locations approved by the Facility Coordinator and will remove such signs when the Disaster Operation is closed. SCHOOL DISTRICT will not issue press releases, social media, or other publicity concerning the Disaster Operation without the express

written consent of the Facility Manager. SCHOOL DISTRICT will refer all media questions about the Disaster Operation to the Facility Manager.

8. **Gym Floor: If gym is used, COUNTY will ensure the floor of the gym is covered with a protective layer during the entire term of use.**
9. Closing the Disaster Operation at the Facility: COUNTY will notify SCHOOL DISTRICT, or the Facility Coordinator, of the closing date for the Disaster Operation. Within ten (10) business days of the closing date of the Disaster Operation, the Facility Manager and Facility Coordinator will jointly conduct a post-occupancy survey to record any damage or conditions. The Facility Manager and Facility Coordinator will conduct a post-occupancy inventory of any SCHOOL DISTRICT provided supplies used during the Disaster Operation. SCHOOL DISTRICT shall allow COUNTY at least five (5) days from the date of the survey to remove any and all materials and return the Facility to an orderly condition, excluding reasonable wear and tear, at which point COUNTY's active use and obligations under this Agreement shall terminate.
10. Reimbursement: COUNTY will reimburse SCHOOL DISTRICT for the following items:
 - a. Any damage to the Facility or other property of SCHOOL DISTRICT resulting from the Disaster Operation, excluding reasonable wear and tear, that is not repaired or replaced according to Sections 4 and 8 of this Agreement. Reimbursement for Facility or other property damage will be based on replacement at actual cash value.
 - b. SCHOOL DISTRICT's food and/or supplies used by COUNTY during the Disaster Operation. Any request for reimbursement for food and/or supplies must be accompanied by supporting invoices.
 - c. Personnel or other operational costs incurred during the Disaster Operation as pre-determined by Facility Manager and COUNTY prior to COUNTY's active use of the Facility. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the Facility, and any request for reimbursement for operational costs must be accompanied by supporting invoices.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the COUNTY and SCHOOL DISTRICT or its officer, officials, employees or agents. COUNTY shall not be responsible for paying any taxes on SCHOOL DISTRICT 's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, SCHOOL DISTRICT agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, SCHOOL DISTRICT understands and acknowledges that it and its officers, officials, employees and agents shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

SCHOOL DISTRICT will submit any request for reimbursement to COUNTY within forty-five (45) days after the Facility closes. COUNTY is not responsible for storm damage or other damage caused by the disaster.

11. **Non-Exclusive Use:** COUNTY's rights under this Agreement are non-exclusive. SCHOOL DISTRICT reserves the right to use, or allow others to use the Facility for purposes that do not interfere with COUNTY's use of the Facility. In the event of such use by SCHOOL DISTRICT, SCHOOL DISTRICT shall provide COUNTY prior notice of such use, and shall ensure that any use by SCHOOL DISTRICT, SCHOOL DISTRICT's agent(s), lessee(s), or licensee(s) does not interfere with COUNTY's emergency use of the Facility. If applicable, said SCHOOL DISTRICT use shall be subject to the Notice of Health Insurance Portability and Accountability (HIPAA) and Patient Privacy Law Compliance requirements attached hereto as **Exhibit "D"**.
12. **Liability:** By COUNTY's exercise of this Agreement, SCHOOL DISTRICT assumes no liability for loss or damage to COUNTY's property, or injury to or death of any agent, employee, or contractor of COUNTY, unless said loss, damage, injury, or death is as a result, in part or whole, of the SCHOOL DISTRICT's negligence or other willful misconduct.
13. **Insurance:** COUNTY shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof with limits no less than \$5,000,000, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.
14. **Indemnification:** Each Party shall defend , indemnify and hold the other Party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees, and only to the extent authorized by applicable law.
15. **Compliance with Public Health Orders:** **At all times, while engaged in-person service, COUNTY and its agents, employees or subcontractors must comply with all federal, state, and local public health orders, including but not limited to orders of the Monterey County Health Officer, related to COVID-19 or other public emergencies.**

In the event that contact tracing is necessary, the Parties agree to share data as permissible by law.

16. **Further Acts:** The Parties hereto agree to perform any further acts and execute any documents that may be reasonably necessary to affect the purpose of this Agreement.
17. **Counterparts:** This Agreement may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed this Agreement. Unless otherwise prohibited by law or COUNTY policy, the Parties agree that an electronic copy of this Agreement, or an electronically signed Agreement, has the same force and legal effect as the Agreement executed with an original ink signature. The term

“electronic copy of this Agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed Agreement in a portable document format. The term “electronically signed Agreement” means the Agreement that is executed by applying an electronic signature using technology approved by the COUNTY.

18. Notices: All notices under this agreement shall be addressed and delivered as follows:

COUNTY:

County of Monterey
Attention: Mike Derr, Contracts Purchasing Officer
1488 Schillings Place
Salinas, CA 93901
Tel: (831) 755-4992 Email: derrm@co.monterey.ca.us

SCHOOL DISTRICT:

South Monterey County Joint Union High School District
Attention: Sherrie Castellanos, Chief Business Officer
800 Broadway Street
King City, CA 93930
Tel: (831) 385-0606 Ext 4338 Email: scastellanos@smcjuhsd.org

IN WITNESS WHEREOF, the Parties have executed this Agreement by the respective authorized representatives set forth below to be effective on the date executed by SCHOOL DISTRICT, or COUNTY, whichever is later.

SCHOOL DISTRICT (South Monterey County Joint Union High School District)

By: DocuSigned by:
Brian Walker
A6732DD48E6646D...
Dr. Brian Walker, Superintendent
Date: 3/30/2021

COUNTY (County of Monterey)

APPROVED AS TO FORM AND LEGALITY

By: DocuSigned by:
Michael Derr
367942E6F649429...
Michael R. Derr, Contracts-Purchasing Officer
Date: 3/30/2021

By: DocuSigned by:
William Litt
DA78DB66B9B348A...
William M. Litt, Deputy County Counsel
Date: 3/30/2021

Exhibit "A"

Site Plan

Greenfield High School

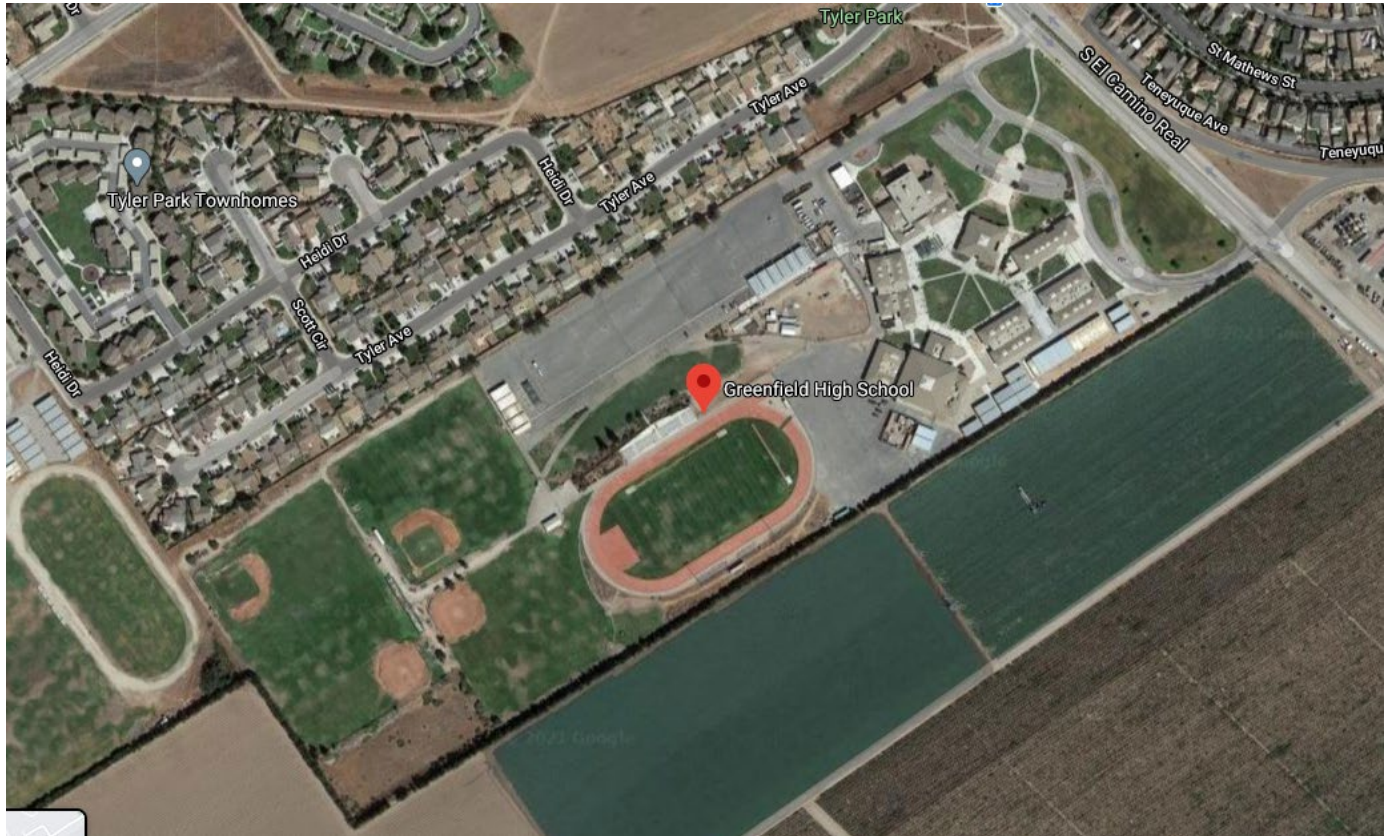


Exhibit “B” Federal Required Provisions

This Agreement Exhibit (this “Exhibit”) is part of the Emergency Facility Use Agreement (the “Agreement” or the “Contract”) between South Monterey County Joint Union High School District (“Contractor”), and the County of Monterey (“County”), under which the Contractor is providing services to County.

This Exhibit is attached to the Contract and is part of the Contract to ensure that the Contract complies with all Federal laws, regulations and restrictions applicable to Contractor and the services being provided under the Contract.

All capitalized terms not defined herein have the meanings given to them in the Contract. The provisions of this Exhibit supplement the terms of the Contract. If there is a conflict between the provisions of the Contract and this Exhibit, the provisions of this Exhibit control.

FEDERAL PROVISIONS

1. **Remedies.** In the event Contractor breaches any term or provision of this Contract, County has the right to pursue all available remedies at law or equity, including recovery of damages, specific performance of this Contract, and termination of this Contract. Except as expressly provided elsewhere in this Contract, each Party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that Party.
2. **Termination for Cause and Convenience.** If County terminates this Contract for convenience, County shall pay Contractor for services provided prior to the date of termination. If County terminates this Contract due to Contractor's breach, County may settle the Contract by negotiated agreement, pursuant to Section 9 (Disputes) of the Contract, or a combination of these methods.
3. **Contract Work Hours and Safety Standards Act.**
 1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. *Withholding for unpaid wages and liquidated damages.* The Federal Emergency Management Agency or County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

4. Rights to Inventions.

- a. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to Federal Emergency Management Agency (FEMA).
- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- c. The Contractor agrees to include paragraphs (a) and (b) above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

5. Clean Air Act; Federal Water Pollution Control Act.

- a. The Contractor shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Contractor shall report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- 6. Debarment and Suspension Clause.** The Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 7. Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto as **Appendix A** (44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

- 8. Procurement of Recovered Materials.** In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPS's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor shall comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 9. Access to Records.** The following access to records requirements apply to this Contract:
1. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
 4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 10. Contract Changes.** This Contract may be modified or amended only by a written document executed by Contractor and County, provided, that the payment provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, and provided further that such administrative amendment may not increase the payment limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
- 11. Department of Homeland Security Seal, Logo, Flags.** The Contractor may not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 12. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 13. No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.
- 14. Program Fraud and False or Fraudulent Statement or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

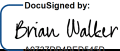
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (South Monterey County Joint Union High School District)

By:  _____
Dr. Brian Walker, Superintendent

Date: 3/30/2021 _____

Exhibit "C"
Emergency Facility Occupancy Plan

To be inserted when completed

Exhibit "D"

Notice of Health Insurance Portability and Accountability (HIPAA) and Patient Privacy Law Compliance.

SCHOOL DISTRICT acknowledges that it may have direct or incidental access to "Protected Health Information" or "PHI" or contact with COUNTY's patients, clients, and or occupants of the Facility. For purposes of this exhibit of the Agreement, "Protected Health Information" or "PHI" shall have the meaning provided by the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards") as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. Section 1320d, et seq.), California Civil Code Section 56.20 et seq. and other applicable California laws (each and collectively, the "HIPAA Laws").

The COUNTY will endeavor to implement reasonable safeguards to protect the PHI from any intentional or unintentional disclosure to third parties in violation of the Privacy Standards by implementing appropriate administrative, technical, and physical safeguards to protect the privacy of PHI, and will endeavor to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to SCHOOL DISTRICT and SCHOOL DISTRICT's representative and staff. The Parties agree that neither SCHOOL DISTRICT nor its staff shall need access to, nor shall they use or disclose, any PHI of COUNTY patients, clients and or occupants. In the event, however, PHI is disclosed to SCHOOL DISTRICT or its staff, either directly or indirectly and regardless of whether the disclosure is inadvertent or otherwise, SCHOOL DISTRICT agrees to take reasonable steps to maintain, and to require its staff to maintain, the privacy and confidentiality of such PHI, including that no PHI will be removed from the Facility by SCHOOL DISTRICT or its staff, and no PHI will be discussed with or otherwise disclosed to any other person or entity. SCHOOL DISTRICT agrees to immediately notify the COUNTY upon learning of any disclosure of PHI to SCHOOL DISTRICT or its staff. The Parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the Parties as that term is defined by the Privacy Standards. The COUNTY may terminate the Agreement without penalty if SCHOOL DISTRICT violates this provision.