

ADDENDUM #1
to the CONTRACT AGREEMENT FOR THE
TRANSIENT NONCOMMUNITY PROGRAM

LIABILITY ADDENDUM

The parties expressly agree that the terms of this Addendum #1 shall replace paragraph 10 of the CONTRACT AGREEMENT FOR THE TRANSIENT NONCOMMUNITY PROGRAM:

"10. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, officials, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. By so agreeing, neither party waives any immunity protection or limitation of liability that may be available under state statute or other law."

ADDENDUM #2
to the CONTRACT AGREEMENT FOR THE
TRANSIENT NONCOMMUNITY PROGRAM

The parties expressly agree that the terms of this Addendum #2 shall replace paragraphs 12 and 13 of the CONTRACT AGREEMENT FOR THE TRANSIENT NONCOMMUNITY PROGRAM:

"In the performance of this Contract, each party shall follow and be responsible for compliance with the party's own nondiscrimination policies, affirmative action plan and civil rights compliance plan, as applicable. Contractor shall supply copies of such policies to the Department upon request."

**ADDENDUM #2 TO DCDHS PURCHASE OF SERVICES AGREEMENT FOR
PUBLIC HEALTH PREPAREDNESS**

Sections III, V, and VI. are replaced with the following clause:

"Each party agrees to abide by their respective nondiscrimination, affirmative action, ADA and bilingual services (services for non-English speaking or limited english proficient persons) ordinances and policies for the duration of this Agreement."