

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN UNIVERSITY OF SOUTH ALABAMA, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR STUDENT PLACEMENT SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between **UNIVERSITY OF SOUTH ALABAMA**, (hereinafter "Institution") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "County"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 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 #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and INSTITUTION agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Paragraph V., "INSURANCE", shall be amended to:

5.1.1 The Institution and COUNTY mutually agree that each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves, their respective employees, and, in the case of the institution, their students during the trainee's supervised field experience. Such coverage provided by the Institution and COUNTY may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim or occurrence and \$3,000,000 in the aggregate.

Students who drive to/from any clinical work location, must provide proof of valid California driver's license for in-state students or other valid state driver's license for out-of-state students and proof of insurance.

Except for ten (10) days' notice of non-payment, the Institution and COUNTY will require thirty (30) days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

II. Paragraph VI., "INDEMNIFICATION", shall be amended to:

To the extent allowed by applicable law, The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents, employees, or subcontractor from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Institution and/or its officers, agents, employees, students, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of COUNTY and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for COUNTY. To the extent allowed by applicable law, the Institution shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

Paragraph VIII. GENERAL PROVISIONS", shall be amended to:

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

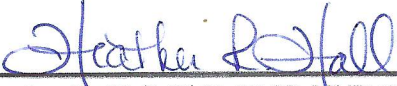
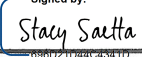

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. Intentionally omitted.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<u>Natividad Medical Center</u>	<u>University of South Alabama</u>
	
Charles R. Harris, CEO	Heather R. Hall, PhD, RNC, NNP-BC, Dean, College of Nursing 2-4-2025
Date	Date
<u>Approved as to Legal Provisions:</u>	
Signed by:  0980D21044C4341D Monterey County Deputy County Counsel 4/8/2025 8:23 AM PDT	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Date	Printed Name and Title
<u>Approved as to Fiscal provisions:</u>	
DocuSigned by:  4E7E657875454AE Monterey County Chief-Deputy Auditor-Controller 4/8/2025 9:14 AM PDT	<u>Signature Instructions</u> For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).