

**First Amendment to Student Placement Agreement
Between County of Monterey, on behalf of Natividad Medical Center
and Boise State University by and through its College of Health Sciences**

The First Amendment amends that certain Student Placement Agreement between County of Monterey, on behalf of Natividad Medical Center and Boise State University entered into the 1st day of March, 2023 (“the Agreement”), as follows:

1. Section V INSURANCE is deleted and replaced with the following:

A. The County shall provide and maintain commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 general aggregate. County shall provide Institution with a Certificate of Insurance evidencing the required coverage prior to execution of this Agreement.

County shall further secure and maintain at all times during the term of this Agreement, at its sole expense, professional liability insurance covering County and its respective employees. Such coverage provided by 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.

B. Institution is a “governmental entity,” as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902, as well as a “public employer,” as defined under the Idaho Worker’s Compensation law, specifically, Idaho Code section 72-205. As such, Institution shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code section 6-924 (not less than \$500,000). Institution's liability coverage shall cover the actions of Institution and its employees, agents, students, and faculty while acting in the course and scope of employment or as students of Institution in performing actions related to their Academic Practicums. Institution's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho’s Retained Risk Account, as provided under Idaho Code Section 6-919. In addition to the foregoing, Institution shall maintain, in the amount of \$1,000,000 per occurrence and \$5,000,000 in the aggregate, professional liability insurance for itself and those students participating in the Student Affiliation Program. Institution does not provide worker’s compensation coverage for students and staff placed at the County. Institution shall provide County with a Certificate of Insurance evidencing the coverage prior to execution of this Agreement.

2. Section VI INDEMNIFICATION is deleted and replaced with the following:

Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

3. Section VIII GENERAL PROVISIONS is amended to add the following sections:

I. Certification. Institution is prohibited by state law from entering into certain contractual agreements. County hereby certifies that pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People’s Republic of China and will not for the duration of the Agreement be owned or operated by the People’s Republic of China. The terms in this section defined in Idaho Code 67-2359 shall have the meanings defined therein.

All other terms and conditions remain as set forth in the Agreement.

This First Amendment is executed as of the date of the last party to sign below.

COUNTY OF MONTEREY
ON BEHALF OF
NATIVIDAD MEDICAL CENTER

BOISE STATE UNIVERSITY

By: _____

By: _____

Name: Charles Harris

Name: Joelle D. Powers

Title: CEO

Title: Senior Associate Dean,
College of Health Sciences

Date: _____

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____

Date: _____