

**SECOND AMENDMENT
TO
ACADEMIC EDUCATION PROGRAM
SCHOOL AFFILIATION AGREEMENT**

This Second Amendment (the "Amendment") to Academic Education Program School Affiliation Agreement by and between Piedmont Healthcare, Inc., a Georgia nonprofit corporation, by and on behalf of itself and its affiliates (hereinafter, collectively, referred to as "Piedmont") and The Board of Regents of the University System of Georgia by and on Behalf of Georgia State University (hereinafter referred to as "School"), is effective as of the date of final signature below ("Amendment Effective Date").

WITNESSETH

WHEREAS, the parties entered into that certain Academic Education Program School Affiliation Agreement which commenced December 14, 2015, as amended (collectively, the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. All terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Agreement unless set forth herein to the contrary.

2. Term. As of the Amendment Effective Date, the term of the Agreement shall be extended through December 12, 2024.

3. Section III.F shall be deleted and replaced with the following:

A. Procure and maintain proof of insurance necessary to protect School, its faculty and its Participants from and against any loss or damage resulting from this Agreement and/or performance thereof. The School is a self-insured entity of the State of Georgia covered by the Georgia Tort Claims Act and the State of Georgia Broad Form Insurance. School faculty members will be provided professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. 50-21-20 et seq.). School shall inform Participants that Piedmont requires Participants to procure and maintain:

i. **Medical Professional Liability** with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate per provider or Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the annual aggregate if the limits are shared by School and Participants. Professional Liability will include coverage for allegations of sexual and physical abuse. Coverage will cover the Participants throughout the duration of the Educational Experience and may be provided for the Participant by School or purchased individually by the Participant.

ii. **Commercial General Liability** - Vendor will maintain commercial general liability coverage in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. Such insurance will include coverage for contractual liability, personal injury, advertising liability, sexual and physical abuse, products and completed operations liability, property damage, and bodily injury (including death). Coverage will cover the Participants throughout the duration of the Educational Experience and may be provided for the Participant by School or purchased individually by the Participant.

- iii. **Property** – Participant will maintain special perils (“all-risk”) property coverage on a replacement cost basis for any participant owned property or equipment (including loss of use) brought onto Piedmont premises.

School will not select any Participant for an Educational Experience at Piedmont who does not carry such insurance coverage in effect for the duration of the Educational Experience. A certificate of insurance evidencing the Participant’s current insurance coverage shall be obtained at each expiration, maintained by School, and will be provided to Piedmont, upon request. Failure to provide verification of insurance coverage as required by this Section III.F. will result in Participant not being allowed to begin his/her Educational Experience and Piedmont cannot guarantee that Participant will be able to complete the full Educational Experience as previously scheduled. School will provide to Piedmont a current certificate of insurance, each year, during the term of this Agreement. All of the above insurance coverages will be placed with insurers licensed within the State of Georgia with an A.M. Best rating of A-VII or better. School may opt to provide such coverages under an approved program of self-insurance. Any such program will be deemed approved by Piedmont if the self-insurance is formally structured and funded annually based on independent actuarial loss projections. School and/or Participant will notify Piedmont, in writing, ten (10) days prior to any substantial reduction, cancellation or termination of any insurance coverage. Piedmont’s failure to demand a certificate of insurance will not relieve School and/or Participant of its obligation to provide the insurance required hereunder. This provision will survive the termination or expiration of this Agreement.

4. Continued Validity. Except as expressly amended by this Amendment, the Agreement will remain unchanged and in full force and effect.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile signature shall be considered valid as if an original signature. This Amendment may be executed by the exchange of faxed signed copies, certified electronic signatures or signed copies delivered by electronic mail in Adobe Portable Format (.pdf) or similar format, and signatures transmitted by such means for the purpose of executing this Amendment will be deemed original signatures.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year written below.

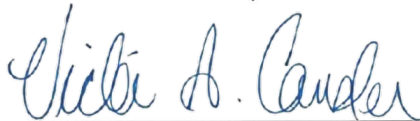
The Board of Regents of the University System of Georgia by and on Behalf of Georgia State University



15 Sep. 2021

Ms. Wendy Hensel
Provost and Vice President for Academic Affairs

Piedmont Healthcare, Inc.



09/15/2021

Vicki Cansler
Chief Human Resource Officer