

ACADEMIC EDUCATION PROGRAM SCHOOL AFFILIATION AGREEMENT

This Agreement (the “Agreement”) is made and entered into by and between City of Cartersville (hereinafter referred to as “School”), and Piedmont Healthcare, Inc., a Georgia nonprofit corporation, by and on behalf of itself and its affiliates, (hereinafter referred to individually and collectively as “Piedmont”).

WITNESSETH

WHEREAS, Piedmont is a healthcare delivery system, which includes acute care hospitals, primary care clinics and specialty care clinics; and

WHEREAS, School is a municipal corporation of the State of Georgia and operates a Fire Department that has an EMS Training Program; and

WHEREAS, both parties desire to establish an Education Program (“Program”) to promote and advance education in, and provision of, health care and related services by providing Clinical Educational Experiences at Piedmont (“Experience(s)”) for students who are enrolled in appropriate courses of study at School (hereinafter referred to as “Participant” or “Participants”); and

WHEREAS, Piedmont is willing to make such Experiences available at Piedmont facilities for Participants on the terms and conditions set forth herein and applicable policies and procedures of Piedmont; and

WHEREAS, it is the intent of the parties to reduce the understanding and contractual relationship regarding the Program to writing.

NOW, THEREFORE, in consideration of the following promises, covenants, terms and conditions, the receipt and sufficiency of which are hereby acknowledged, Piedmont and School do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to guide and direct the parties respecting their relationship, which is established to provide Experiences for Participants of School at its main campus and satellite locations. This Agreement is intended to include all Participants from all School sites and locations who are enrolled in the Nursing programs, Allied Health programs and all other technical, vocational, undergraduate, graduate and post-graduate level programs, which programs do not lead to a Doctor of Medicine (MD) degree or Doctor of Osteopathic Medicine (DO).

II. GENERAL UNDERSTANDING

- A. The Program, which will include training, instruction and observation, will be of such content and will cover such periods of time as will be mutually agreed upon by School and Piedmont. The starting and ending date for each Experience will be mutually agreed upon before an Experience commences.
- B. The maximum number of Participants who will participate in any Program will be determined by Piedmont. All Participants must be acceptable to both parties. Either party may, at any time, upon written notice to the other party and to Participant(s), immediately withdraw any Participant based upon Participant’s:

1. criminal or fraudulent activity; or
 2. perceived lack of competency; or
 3. failure to comply with the policies, procedures and rules of School or Piedmont;
or
 4. failure to comply with the terms and conditions of this Agreement or the Student Participation Agreement, a copy of which is located at <https://piedmont.acemapp.com>; or
 5. any other reason which either School or Piedmont reasonably believes is not in the best interest of the Program for the Participant to continue.
- C. The parties mutually agree that neither party will discriminate against any Participant on the basis of race, national origin, religion, sex, age, disability, or any other characteristic protected by law.
- D. Participant will not hold himself/herself out to be an agent of Piedmont, nor will Participant be considered an agent of Piedmont should Participant perform any act without the direct supervision of Piedmont or perform any act outside the scope of the Experience. Further, Participant will not hold himself/herself out to be an employee of Piedmont, nor will Participant be considered an employee of Piedmont.
- E. No Participant will be allowed to observe or have access to any patient at Piedmont where that patient, patient's family, or patient's attending physician objects to the same. No Participant will participate in any research project at Piedmont without prior written approval of Piedmont's President/Chief Executive Officer or his/her designee.
- F. All Participants selected for an Experience at Piedmont will be eligible in accordance with the requirements of Georgia law and any required E-Verify requirements of the federal and state governmental agencies.

III. OBLIGATIONS OF SCHOOL

School will:

- A. Ensure that any Participant selected for an Experience is prepared for effective training and participation in the Experience. School will retain ultimate responsibility for the education of Participants, and will maintain ultimate authority and control over the Participants.
- B. Provide Piedmont with the overall objectives of the Program and a copy of those activities in which Participants may participate during an Experience.
- C. Provide, prior to the commencement of a Participant's participation in an Experience and upon request by Piedmont, such records as will adequately disclose the prior education and related experiences of prospective Participants. School will obtain from each Participant all appropriate written waivers and consents including, but not limited to, those required by the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g(b)(2)(B), so as to permit a full and free exchange of information between Piedmont and School regarding Participant's prior education and related experiences.
- D. Ensure that only those Participants who have satisfactorily completed the prerequisite portions of their curricula and who have demonstrated responsibility and competence will be selected for participation in an Experience.

- E. Not assign any faculty member to Piedmont in connection with a Program under paragraph VI.E., who is not appropriately licensed, certified or otherwise qualified as required by law. Should a School faculty member be permitted by Piedmont to participate in a Program under paragraph VI.E., School will require that faculty member to provide to Piedmont proof of any required licenses, certifications or other qualifications and credentials, and will keep evidence of the same for all such assigned faculty on file at School at all times.
- F. Inform each Participant that Piedmont requires Participant, and Participant's parent or legal guardian if the Participant is under the age of eighteen (18), prior to commencement of an Experience, to sign a Student Participation Agreement, a copy of which is located at <https://piedmont.acemapp.com>. School will inform each Participant of the following conditions and requirements required of the Participant by Piedmont as prerequisites to starting an Experience:
1. Proof of any licenses, certifications or other qualifications and credentials as required by law.
 2. Proof of Participant's good health, including ability to provide validation of health screen requirements to determine that Participants are free from infectious or contagious disease. Such health screen requirements can be found on Piedmont's website at www.piedmont.org/studentorientation.
 3. Evidence of a negative drug screen and criminal background check with certification as required by Piedmont. Requirements for the drug screen and criminal background check can be found on Piedmont's website at www.piedmont.org/studentorientation.
 4. For all Participants who have direct patient contact and care (e.g., nursing, exercise science, radiology technicians), proof of successful completion of the American Heart Association Basic Life Support for Healthcare Providers. For all other Participants, proof of Basic Life Support Heartsaver, as required by Piedmont policies. CPR certification is required for all Participants participating in an Experience involving direct patient contact and care to any degree.
 5. Personal health insurance. If Participant does not have personal health insurance, School will inform Participant that Participant is solely and individually responsible for any medical treatment he/she might receive at Piedmont. In the event of any treatment provided under School's workers' compensation, Participant will follow School's procedures and reporting requirements.
 6. Completion of Piedmont's Student Orientation Presentation, review of Piedmont's Code of Conduct and execution of the Confidentiality Agreement.
- G. Inform Participants of Piedmont's requirement of compliance with Piedmont's rules, regulations, policies and procedures. Specifically, School will apprise each Participant of his/her responsibility:
1. To follow the administrative policies, standards and practices, Standards of Conduct, and rules and regulations of Piedmont while present at Piedmont.
 2. To wear, at all times, while present at Piedmont, his/her School identification badge or other identification badge as approved by Piedmont.
 3. To provide the necessary and appropriate uniforms and supplies required, where not supplied by Piedmont.
 4. To report to Piedmont for the Experience on time.
 5. To conform to the standards and practices established by School while participating in an Experience at Piedmont.
 6. To keep in confidence all information relating to Piedmont's patients and to adhere to Privacy and Security Regulations and Piedmont's Privacy and

Information Security Policies and Procedures. All Participants must sign Piedmont's Student Participation Agreement, acknowledging that they have reviewed, read and understand Piedmont's Code of Conduct and Confidentiality Agreement.

- H. Initiate, as needed, appropriate follow-up with Piedmont concerning all Participants entering Piedmont to ascertain appropriateness of performance, behavior and need for restructuring of the Program.
- I. Withdraw any Participant whom Piedmont requests be withdrawn for reasons including, but not limited to, one whose behavior or work is hazardous to or potentially hazardous to the health, safety or welfare of any person or patient or the safety, reputation or regular function of Piedmont.
- J. Maintain the ability to provide Participant social security number and last known contact information for an indefinite period of time (or as required by law) should Piedmont need to locate or contact Participant in the future.
- K. Comply with all applicable local, state and federal laws, rules and regulations, as well as any and all governing agencies, pertaining to School and the Program.

IV. INSURANCE AND INDEMNIFICATION

- A. School will 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. School will procure and maintain:
 - 1. **Medical Professional Liability** – School will maintain 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 Experience and may be provided for the Participant by School or purchased individually by the Participant.
 - 2. **Commercial General Liability** – School 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 Experience and may be provided for the Participant by School or purchased individually by the Participant.
 - 3. **Property** – School will require Participant to 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.

- B. School will not select any Participant for an Experience at Piedmont who does not carry such insurance coverage in effect for the duration of the Experience. A certificate of insurance evidencing the Participant's insurance coverage will be provided to Piedmont, upon request. Failure to provide verification of insurance coverage as required by this Section IV. will result in Participant not being allowed to begin his/her Experience, and Piedmont cannot guarantee that Participant will be able to complete the full Experience as previously scheduled. School will provide to Piedmont a current certificate of insurance, each year, during the term of this Agreement.
- C. 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.
- D. 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.
- E. To the extent provided by law, School will indemnify, defend, and hold harmless Piedmont, as well as Piedmont officers, directors and employees, together with their successors and assigns ("Piedmont Indemnitees") from any claim, damage, loss, expense, liability, obligation, action or cause of action (including reasonable attorney fees) which any Piedmont Indemnitee may or might sustain, pay or suffer, by reason of any act, omission or negligence by School. Notwithstanding the foregoing, Piedmont reserves the right to choose legal counsel to represent Piedmont for any purpose including investigation and/or litigation of any claim, or potential claim, made against Piedmont.
- F. This Section IV. will survive the termination or expiration of this Agreement.

V. CONFIDENTIALITY

- A. School acknowledges and agrees that during the term of this Agreement, School, its employees, faculty, Participants, and agents may become aware of certain information that may constitute trade secrets or confidential information of Piedmont including, but not limited to, technical or nontechnical data, procedures, processes, client lists, files, reports, protocols, financial data or plans, that is not commonly known by or available to the general public (collectively, "Confidential Information"). Confidential Information will not include information that (i) School can show was in its lawful possession, without any obligation to keep it confidential, prior to receipt of such confidential information from Piedmont; (ii) is or becomes generally available to the public, through no wrongful act or breach of a duty of confidentiality on the part of School or any third party; (iii) is later lawfully obtained by School from a third party under no obligation of confidentiality; or (iv) is independently developed by School without use of or reference to Piedmont's Confidential Information. School agrees, and will require its employees, faculty, Participants, and agents to agree, not to use or disclose any such Confidential Information without the prior written permission of Piedmont, except as required by law. School further agrees that with respect to any Confidential Information that qualifies as a trade secret under Georgia law (O.C.G.A. § 10-1-761), the foregoing restrictions on use and disclosure will continue in effect after the termination or expiration of this Agreement for so long as

such information qualifies as a trade secret. With respect to Confidential Information that does not qualify as a trade secret under Georgia law, the restrictions on use and disclosure will remain in effect after termination or expiration of this Agreement for so long as such information remains confidential. Notwithstanding the foregoing, School understands and agrees and will ensure that its employees, faculty, Participants and agents understand and agree, that the obligation not to use or disclose information pertaining to Piedmont's patients will remain in effect indefinitely. This Section will survive the termination or expiration of this Agreement.

- B. During the term of this Agreement, School acknowledges that School, its faculty and Participants will become aware of confidential protected health information (medical and financial) relating to Piedmont's patients. School agrees, and shall require its faculty and Participants, to keep in confidence all such protected health information and to adhere to Privacy and Security Regulations and Piedmont's Privacy and Information Security Policies and Procedures, which includes ensuring that Participants comply with training requirements set forth in III.F.6, above. School acknowledges and agrees that all records, including, but not limited to, medical records, x-rays and charts, of any Piedmont are and will remain the property of Piedmont. This Section shall survive the termination or expiration of this Agreement.
- C. This Section is subject to the Georgia Open Records Acts O.C.G.A. § 50-18-70 et. Seq.

VI. OBLIGATIONS OF PIEDMONT

Piedmont will:

- A. Maintain administrative and professional supervision of Participants, in conjunction with School, insofar as Participants' presence and assignments affect the operation of Piedmont and the care of its patients.
- B. Provide adequate educational facilities for Participants in accordance with the objectives developed through cooperative planning by School's departmental faculty and Piedmont staff.
- C. Use reasonable efforts to make conference space and classrooms available as necessary for teaching and planning activities in connection with the Program.
- D. Assist School, upon request by School and provision by School of evaluation tools, in the evaluation of Participants regarding learning, performance and patient care. Notwithstanding the foregoing, School understands and agrees that it will maintain ultimate responsibility for evaluation and determination of Participants' skills and competency. School will indemnify, defend and hold Piedmont harmless against any claims with respect to such evaluation. This paragraph will survive the termination or expiration of this Agreement.
- E. Provide orientation to Participants as set forth below:
 - 1. If Participant is accompanied and supervised by a School faculty member during the Program, or if School and Piedmont have agreed that a School faculty member will orient Participants prior to an Experience, Piedmont will provide for the orientation of the faculty member as to Piedmont, philosophies, rules, regulations and policies, and Participant will be oriented to the same by the designated School faculty member; or

2. Piedmont will provide for the orientation of Participant as to Piedmont, philosophies, rules, regulations and policies of Piedmont if the Participant is not oriented by a designated Piedmont oriented School faculty member.

VII. OBLIGATIONS OF SCHOOL AND PIEDMONT

- A. School and Piedmont will work together to maintain an environment of quality learning experiences and quality patient care. At the request of either party, a meeting or conference will be held between representatives of School and Piedmont to resolve any problems or to develop any improvements in the operation of the Program(s). Such meeting or conference will be held within seven (7) business days of the date of any such request.
- B. School and Piedmont will not publish, distribute or otherwise use or disclose, and will not permit or allow Participants or others to publish, distribute or otherwise use or disclose, any materials relative to the Program, which materials have not been previously reviewed and approved for publication, distribution or other use or disclosure by Piedmont and School.
- C. Prior to beginning an Experience at Piedmont, School will provide Participants with basic training regarding confidentiality and privacy of protected health information under the Health Insurance Portability and Accountability Act, and all regulations issued thereunder (collectively "HIPAA"). Piedmont will provide Participants with specific training in Piedmont's HIPAA policies upon Participant's arrival at Piedmont. For purposes of HIPAA, School and Piedmont acknowledge that Participants are part of Piedmont's "work force", as defined in the HIPAA Privacy Regulations at 45 C.F.R. § 160.103, and as such, no Business Associate Agreement is required between School and Piedmont.
- D. Subject to Piedmont's prior approval and overall supervisory responsibility for patient care, School may provide appropriately licensed School faculty, as appropriate, to accompany and supervise Participants during an Experience and to provide such patient care services at Piedmont as may be necessary for instructional purposes under the Program. Such participation in the Program by any School faculty member is at the sole discretion of Piedmont. Any School faculty member who participates in a Program at Piedmont is included in the term "Participant" as used in this Agreement, and such faculty member will be subject to all of the requirements, terms and provisions which apply to "Participant" in this Agreement.
- E. School and Piedmont agree that in the event any compensation is to be paid to Piedmont for the educational services provided under this Agreement, this Agreement will be amended and executed to include such compensation mutually agreed to by the parties prior to commencement of such Experience. Payment, if any, will be made by School to Piedmont at the end of each such academic quarter/semester.

VIII. TERM AND TERMINATION

- A. The term of this Agreement will begin on the date of the latest signature ("Effective Date") and will remain in effect for a period of Three (3) years unless sooner terminated as set forth herein. Thereafter, the term of this Agreement may be renewed solely by mutual agreement of the parties, evidenced in writing and executed by authorized representatives of the parties.
- B. This Agreement may be terminated by either party at any time, without cause, upon not less than thirty (30) days prior written notice to the other party of such intent to terminate.

The preceding notwithstanding, any Participant from School who is currently participating in an Experience at Piedmont, in good standing, when notice of the intent to terminate is given will be permitted to complete his/her Experience at Piedmont as previously scheduled, and this Agreement will remain in effect solely as to such Experience until the completion of the Experience.

IX. NON-EXCLUSION WARRANTY

A. School hereby certifies to the best of its knowledge that School, its employees and Participants hereunder:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise ineligible to participate in any federal health care programs as defined in 42 USC § 1320a-7b(f) (the “Federal Healthcare Programs”), any other federal procurement or non-procurement programs or any state healthcare programs.
2. Have not within a three (3) year period preceding this engagement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with (i) any federal or state health care program, (ii) neglect or abuse of patients, (iii) fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct, (iv) the unlawful manufacture, distribution, prescription or dispensing of a controlled substance or (v) obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above of this certification.
4. Have not within a three (3) year period preceding this engagement had one or more public (federal, state, or local) transactions terminated for cause or default.

B. School agrees to notify Piedmont immediately after School becomes actually aware of any threatened, proposed, or actual exclusion of School from any Federal Healthcare Program, including but not limited to Medicare and Medicaid. In the event that School is excluded from participation in any Federal Healthcare Program during the term of this Agreement, or after the Effective Date of this Agreement it is determined that School is in breach of this warranty, this Agreement will automatically terminate as of the effective date of such exclusion or breach.

X. COMPLIANCE PROGRAM AWARENESS

School acknowledges that Piedmont is subject to the Compliance Program for Piedmont and its affiliates, which is described in Piedmont’s Code of Conduct (“Code”). School acknowledges that it has received a copy of the Code and that School can contact Piedmont’s Compliance Office, at any time, to review any portion of the Code or for any questions of Contractor pertaining to the Piedmont Compliance Program. School will use its best efforts to notify the Piedmont Compliance Office of any potential violation of applicable law or other compliance concerns of which it becomes aware with respect to the activities and operations of Piedmont and its affiliates.

XI. MISCELLANEOUS

- A. Independent Contractor Status. It is mutually understood and agreed that the relationship between the parties will be that of independent entities contracting with each other at arms' length towards an independent contractor relationship. This Agreement does not and will not be construed to create the relationship of agent, employee, partnership, joint venture or association between the parties.
- B. Exclusivity. This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.
- C. Renegotiation. If Piedmont determines that any provision of this Agreement becomes violative of the rules, regulations or reimbursement policies of any third-party reimbursement program, any federal or state statute, rule or regulation, revenue procedure or administrative or judicial decision, subjects any individual to any form of excise tax or monetary penalty or jeopardizes Piedmont's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 or the tax-exempt nature of any bonds that have been issued by or on behalf of Piedmont, then Piedmont may at its option, alter the terms of this Agreement so that it no longer violates the same, no longer subjects any individual to any form of excise tax or monetary penalty, or no longer jeopardizes Piedmont status as a Section 501(c)(3) organization. In such event, School will have the option of terminating this Agreement immediately upon written notice to Piedmont.
- D. Notices. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent will be deemed sufficiently given (i) on the day personally delivered, (ii) three (3) business days after deposit in the U.S. Mail if mailed by registered or certified U.S mail, return receipt requested, postage prepaid, or (iii) on the day of delivery if sent by a nationally recognized overnight delivery service, to the address given beneath such party's signature block below. Each party may change its address indicated below by giving the other party written notice of the new address in the manner set forth above.
- E. Entire Agreement. This Agreement, and all exhibits and attachments hereto, contains the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.
- F. Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only upon mutual agreement of the parties, provided any and all such amendments or modifications will be in writing and signed by authorized representatives of both parties.
- G. Assignment. Nothing contained in this Agreement will be construed to permit the assignment by School of this Agreement or any of its rights or obligations set forth herein without the prior written consent of Piedmont. Any attempted assignment will be void and of no effect if not in accordance with this provision.
- H. Binding Agreement: This Agreement will be binding upon and will inure to the benefit of, the parties and their respective representatives, successors and permitted assigns.
- I. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement, except Piedmont affiliates at which Experiences are made available.
- J. Waiver. No waiver of any provision of this Agreement will be effective, unless in writing and signed by the party to be charged with waiver. No waiver of any of the provisions of

this Agreement will be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement will be construed to be a waiver of such breach.

- K. Force Majeure. In the event that either party is prevented from performing, or is unable to perform any of its obligations hereunder due to any act of nature, act of God, fire, casualty, flood, war, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, pandemic, riot, insurrection, or any other cause beyond such party's reasonable control and not otherwise due to such party's negligence ("Force Majeure"), and if such party has used reasonable efforts to avoid such occurrence and minimize its duration and, has given prompt written notice to the other party, then such party's failure to perform will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided, however, if a delay on the part of School due to a Force Majeure event continues for fifteen (15) days, then Piedmont will be entitled to terminate this Agreement, in whole or in part, upon delivery of notice to School. Excusable delays do not include lockout, shortage of labor, supplies or any other industrial disturbance. An excuse from performance or an extension of the period for performance will not excuse a party's indemnification obligations under this Agreement.
- L. Severability. If any provision of this Agreement is rendered illegal, invalid or unenforceable by a court having jurisdiction, under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions will not be affected thereby.
- M. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement, any amendment or addendum hereto, and any Student Participation Agreement, may be executed electronically or by hand, and signed copies may be delivered as hard copies or as electronic copies transmitted by facsimile or electronic mail in Adobe portable document format (.pdf) or similar format. All signatures made by a party and transmitted by such means will be deemed original signatures.
- N. Governing Law, Venue, and Jurisdiction. This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provision. . Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.
- O. Representation. The parties hereto represent and warrant that they have the authority to enter into this Agreement.
- P. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

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

Piedmont Healthcare, Inc.

City of Cartersville

Signature Date

Signature Date

Name (please print)

Name (please print)
_Mayor_____
Title

Title

Signature Date

Address:
President/Chief Executive Officer
Piedmont Healthcare, Inc.
1800 Howell Mill Road
Suite 850
Atlanta, Georgia 30318

Name (please print)
City
Clerk_____
Title

With copy to:
Chief Legal Officer
Piedmont Healthcare, Inc.
1800 Howell Mill Road
Suite 850
Atlanta, Georgia 30318

Address:
Cartersville Fire Department EMS Training Program
195 Cassville Road
Cartersville GA 30120