AGREEMENT
BY AND BETWEEN
BIBB COUNTY SCHOOL DISTRICT
AND
HEALTH SERVICES OF CENTRAL GEORGIA, INC.
D/B/A ATRIUM HEALTH NAVICENT MEDICAL GROUP

This AGREEMENT (the "Agreement") is made effective as of the [ ] day of July 1st 2026, by and between BIBB COUNTY SCHOOL DISTRICT (the "School District"), on behalf of itself and each of its member schools (the "Schools"), located in Bibb County, Georgia, and HEALTH SERVICES OF CENTRAL GEORGIA, INC. D/B/A ATRIUM HEALTH NAVICENT MEDICAL GROUP ("AHNMG"). Each party to this agreement shall be known as a "Party" and collectively as the "Parties."

WHEREAS, the School District currently operates 34 Schools and has a need for school nurses and school health techs ; and

WHEREAS, AHNMG employs and/or contracts with nurses (the "Nurses") and certified school health techs ("Techs" and, collectively with the Nurses, the "AHNMG Personnel") qualified to provide nursing services (the "Nursing Services") and to the Schools (the "Services"); and

WHEREAS, AHNMG desires to enter into an exclusive marketing relationship with the School District, and

NOW THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the School District and AHNMG agree as follows:

1. **TERM**. The initial term of this Agreement shall begin on July 1st, 2026 (the "Commencement Date") and end at midnight on the first annual anniversary thereafter (the "Initial Term"). After the Initial Term, this Agreement shall automatically one (1) year terms (each, a "Renewal Term") unless either party terminates the agreement as provided in Part 2 of this Agreement. The Initial Term and the Renewal Terms, if any, are referred to in this Agreement as the "Term."

2. **TERMINATION**. This Agreement may be terminated as follows:

    a. Termination for Cause. Either party hereto may terminate this Agreement immediately in the event of a material breach of any term of this Agreement by the other Party that is not corrected within twenty (20) days following receipt of written notice t hereof, except as to such breaches as may reasonably take longer than twenty (20) days to correct, in which event the other Party shall have a reasonable time thereafter to cure the breach (but in no event to exceed ninety (90) days).

b. Termination Without Cause. Either Party may terminate this Agreement effective at the end of the then-current Term, without cause, by providing written notice to the other Party no less than ninety (90) days from the end of the Initial Term and no less than one hundred eighty (180) days prior to the end of each Renewal Term.

c. Termination for Changes in Law. In the event that any governmental agency, regulatory body, court, or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either Party's licensure, accreditation, certification , or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other Party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other Party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

d. Effect of Termination. As of the effective date of termination of this Agreement, neither Party shall have any further rights nor obligations hereunder except: (1) as otherwise provided herein; (2) for rights and obligations accruing prior to such effective date of termination; and (3) arising as a result of any breach of this Agreement.

3. **SCHOOL NURSE PROGRAM**. AHNMG, on an exclusive basis, shall provide Nurses and/or Techs to provide as Nursing/Tech Services to the Schools as detailed herein.

a. Nursing Services

i. The Nurses will be responsible, consistent with their license, for providing health care to students and staff and will follow state guidelines for nursing to promote the health and wellness of students and faculty. Consistent with the law, Nurses will communicate with students, faculty, parents, physicians and community members as necessary to promote the health and wellness of students and faculty. Nurses will conduct daily nursing procedures which shall include consistent with their licensure dispensing medications and date entries of office visits by students and faculty. The Nurses will provide care and treatment only within the scope of their licensure, and nothing herein shall oblige any Nurse to render medical care or treatment for any medical condition which is outside of the scope of his/her licensure.

ii. Nurses from time to time may be required to attend field trips and community-based instruction outings with students requiring the dispensing of medications and/or Nursing Services.

iii. Nurses will maintain the confidentiality of all medical information and records in accordance with state and federal law.

iv. Where applicable and as permitted consistent with Part 5 of this Agreement, Nurses shall coordinate and support telehealth visits with AHNMG providers when properly requested and consented to according to all applicable laws and regulations.

v. It is understood and acknowledged that the Nurses may from time to time recommend referral of a medical condition or injury to a physician or other medical provider for assessment and follow-up treatment, and in such cases AHNMG shall have no obligation under this Agreement to provide or pay for any such medical care or treatment.

vi. Techs Where applicable the techs shall coordinate and support telehealth visit. Administers medications and basic first aid. Utilizes Georgia Registry of Immunization Tracking Program (GTISTS)

b. Nursing Supplies. AHNMG shall provide all necessary supplies and basic equipment necessary for the provision of the Nursing Services. School District shall bear no financial responsibility for the cost of the supplies and basic equipment.

c. School Nurse Areas. School District shall cause each School to establish a suitable space for the provision of Nursing Services. Each of these locations shall be designated as a "School Nurse Area". The number and location of the School Nurse Areas shall be mutually determined and identified by AHNMG and School District based on the needs of each School and the number of Nurses provided for under this Agreement.

d. Nurse Qualifications. Each Nurse who provides Nursing Services for the School District shall be duly licensed by the State of Georgia ("State"), qualified as a nurse, and all nurses shall have undergone a criminal background check satisfactory to AHNMG.

e.

f. Records and Reports. Records of medical care provided to students and faculty of the School District shall be the exclusive property of the School

District and will be stored on devices owned by the School District. All records of medical care provided to students will be stored on the School District's computer network accessible only by the Nurses or other authorized AHNMG or School District personnel. Subject to such requirements for student and parental consent as the School District may impose, the School District will afford AHNMG Nurses and other authorized personnel full access to any health records maintained by the School District respecting students and faculty receiving Nursing Services pursuant to this Agreement when such access is necessary in order for high quality Nursing Services to be delivered. Such information shall include, but not be limited to, prior physical examination reports, medical history information, treatment notes, emergency contact information, and medical payment/health insurance information. In the event this Agreement is terminated, AHNMG will have access to the records of medical care of students and faculty as needed to provide said access as allowed by law. School District shall be solely responsible for ensuring that all records stored on the laptops or other devices are properly encrypted and access is properly safeguarded; for ensuring that access provided to the AHNMG Nurses and Director shall be limited to only those records, or portions thereof, that are necessary for the provision of Nursing Services anticipated within the scope of this Agreement; and for ensuring the physical security of the laptops or devices themselves.

4. **TELEMEDICINE CAPABILITIES**. AHNMG shall, furnish each School Nurse Area with the necessary equipment and systems to support the provision of telehealth visits with a State-licensed physician and/or advanced practice provider (the "Telehealth Equipment") such that, upon request and as appropriate, physician or advanced practice provider clinical encounters may be conducted virtually from the School Nurse Areas ("Telehealth Visits").

   a. The Telehealth Equipment shall be owned by AHNMG and AHNMG shall be solely responsible for the maintenance and repair of the Telehealth Equipment. In the event of termination of this Agreement for any reason, AHNMG shall remove all Telehealth Equipment from the School Nurse Areas.

   b. Nurses shall use their own clinical judgement to determine when a Telehealth Visit is a medically appropriate option for patients. The mere presence of the Telehealth Equipment in a School Nurse Area creates no obligation that Telehealth Visits be made available to students or staff.

   c. It is understood and acknowledged that the Nurses may from time to time recommend referral of a medical condition or injury to a physician or other medical provider for assessment and follow-up treatment. When follow-up medical care is recommended, patients are under no obligation to utilize the

Telehealth Equipment for a Telehealth Visit whether or not it is available and clinically appropriate.

d. AHNMG shall have no obligation under this Agreement to provide or pay for any such medical care or treatment. All Telehealth Visits shall be billed by AHNMG to students/parents/guardians, faculty and/or their insurer/payor directly. The School District shall incur no financial responsibility related to Telehealth Visits.

e. Notwithstanding the forgoing provisions this section, if at any time now or in the future, Telehealth Visits provided in the School Nurse Areas as contemplated under this Agreement, are no longer eligible for reimbursement by the Centers for Medicare and Medicaid Services, AHNMG shall bear no further obligation to equip the School Nurse Areas with Telehealth Equipment or offer Telehealth Visits, and any Telehealth Equipment that has already been installed may be removed by AHNMG.

5. **ADDITIONAL SERVICES**. School may have additional needs that AHNMG may be able to provide but were not contemplated by this Agreement. The following section includes a non-exhaustive list of possible additional services that may be provided by AHNMG to School from time to time. The request for any additional services shall be made by electronic communication between the parties, and when applicable, each such additional service provide shall be tracked and invoiced at then-current rates which shall be made available to School upon request.

a. AHNMG shall have right of first refusal to be the exclusive provider of vaccinations that fall within the scope of any broad vaccination initiatives at the School which students and faculty may elect to receive. Examples of such vaccines may include but shall not be limited to COVID-19 and influenza vaccinations. All charges for vaccine administration will be billed by AHNMG directly to students/parents/guardians, faculty, and/or their insurer/payor directly as applicable. The School District shall incur no financial responsibility related to AHNMG providing vaccines.

b. AHNMG shall have the right of first refusal for school nursing services and/or any healthcare related services and education on-site, including, but not limited to, telehealth, mental health, wellness events, and EMS services, such as career day opportunities and ambulance tours. This right of first refusal shall apply for medical response and transportation needs regardless of whether a different EMS provider has primary responsibility for an EMS-zoned area in which a School event is located.

c. When requested by School District, AHNMG shall also provide additional Special Education Nurses ("Special Ed. Nurses") who will not be required to work more

than ten (10) hours per day per week at the discretion of AHNMG during the normal school calendar to provide required one-on-one nursing care with designated special needs students. AHNMG shall charge an additional cost to the School District for such Special Ed. Nurse assignments according to AHNMG's standard rates as may be requested by School District prior to requesting Special Ed. Nurses.

6. **MARKETING EXCLUSIVITY**.

a. Exclusivity of Marketing Rights. AHNMG shall be the exclusive healthcare sponsor for the School District and each of the Schools for all school-related activities, programs, sports, events, and other initiatives which shall include but not be limited to the following, as applicable: athletics, performing arts, career development healthcare pathways, fundraising initiatives, and other school activities. The exclusivity contemplated by this Agreement shall include but is not limited to the following healthcare categories (the "Categories"), health care services, including hospitals, primary care, specialty care, clinical care, continuing care, hospice, retail pharmacy, dermatology and pain management; healthcare facilities that provide inpatient care, outpatient care, emergent care, ambulatory surgery, continuous nursing services, or a medical staff; urgent-care facilities; virtual care services; clinical specialty services; laboratory services; radiology/imaging services; orthopedic services and facilities; physical/occupational- therapy facilities and services; rehabilitation services and facilities; substance use disorder treatment facilities and services; long- term care facilities; assisted living communities; residential care facilities; continuing care communities; nursing homes; adult day care; surgery centers; physician practice groups; chiropractor services and facilities; eye/vision products or services; retail medicine; pharmacological services; medical recordkeeping; medical billing and claims reimbursement; across all locations including but not limited to hospital, facility, medical office, worksite, home, ret ail location, community location, virtual and remote.

b. Exclusivity Designations. Throughout the Term of this Agreement, the School District agrees to exclusively promote and publicize AHNMG as "The Official Healthcare Provider/ Partner" of the School District and each of the Schools, teams, or other groups as applicable. The Parties agree that phrasing variations of the aforementioned relationship designation may be used by AHNMG provided they are within the spirit and intent of this Agreement.

c. Marketing Commitment. This scope of marketing and publicity services provided for in this Agreement include but are not limited to those identified in Exhibit B as the "Marketing Commitment." The list provided in Exhibit B is not intended to be exclusive, and both Parties agree to work collaboratively and in good faith to modify the scope and details of the Marketing Commitment to ensure that all

parties needs are fulfilled, and that proper marketing value is delivered commensurate to the consideration provided herein.

d. AHNMG's Use of Logos. For the purposes of promoting the relationships described in this Agreement, School shall grant AHNMG reasonable access to and use of the various logos and trademarks associated with the School District, each individual School and each individual team, club, group, event, program, or other identity associated with and under the control of the School District.

7. **INDEPENDENT CONTRACTOR**. In performing the services here in specified, AHNMG and its AHNMG Personnel are acting as independent contractors and shall not be considered employees or agents of School. No AHNMG Personnel performing Services under this Agreement shall have any claim under or by virtue of this Agreement against School for compensation, vacation pay, sick leave, retirement benefits of any kind, health or disability insurance, or any other benefit. School shall have no right of control or direction over and shall exercise no control or direction over the time, manner, means or methods by which the AHNMG Personnel perform their work functions, including, without limitation, the rendition of medical services to students. The sole interest of School in this regard shall be to ensure that the medical services rendered by AHNMG and its AHNMG Personnel shall be performed and rendered to School's students and/or patients in a competent, efficient manner in accordance with applicable laws and regulations and in accordance with the applicable professional standards of care. AHNMG shall be solely responsible for any payroll, employment or other tax withholding responsibilities respecting the compensation paid by it to its providers, and School shall have no responsibilities in this regard.

8. **CONFIDENTIALITY**. School and AHNMG agree to maintain, hold as confidential and not disclose the terms of this Agreement or any confidential or proprietary information to any other person during the term of this Agreement (with the exception of School's or AHNMG's legal counsel, insurer, accountant, or financial advisors or institutions), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by the other party to this Agreement. With respect to any patient or medical record information regarding patients, School and AHNMG shall comply with all federal and state laws and regulations, and regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Family Educational Rights and Privacy Act ("FERPA").

9. **LIABILITY**. School shall have no liability or responsibility for the actions of AHNMG and its AHNMG Personnel in the performance of AHNMG's duties under this Agreement , and AHNMG shall have no liability or responsibility for the actions of School and its

employees, agents and contractors in the performance of their duties under this Agreement or otherwise. Each Party shall promptly report to the other Party the receipt of any claims or demands of any nature, or the institution of any litigation or any proceeding (a) against such party or one of its employees or agents alleging the professional negligence of the other party or one of its employees or agents, or (b) in any way arising out of or relating to the subject matter of this Agreement, regardless of whether professional negligence is alleged against either Party. The provisions of this Section shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **INDEMNIFICATION**. Each Party agrees to indemnify and hold the other Party harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the negligent acts or omissions of such party or its agents, servants, representatives and/or employees, including any AHNMG Personnel providing Services. School District will name AHNMG as an additional insured for all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the negligent acts or omissions of School District or its agents, servants, representatives and/or employees. This Additional Insured status does not apply to Professional Liability or Workers Compensation.

11. **WORKFORCE INTEGRITY COVENANT**. For one year after the termination of this Agreement, School District shall not permit any third-party or individual, with whom they may enter into agreements for similar services as outlined in this Agreement, to fulfill any obligations owed to School District under such agreements by employing, contracting, or otherwise assigning any Techs or Nurses to work at School as a Tech or Nurse, as applicable. For the purpose of this paragraph, the term "Conflicted" shall include any Tech or Nurse employed or previously employed by AHNMG who provided services to School District during the immediately preceding twelve-month period regardless of the location or extent of the provision of those services.

12. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT**. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposit ed in the United States mail, postage prepaid, or deposit ed with the overnight courier, addressed at the place

identified on the signature page below unless otherwise indicated in this Agreement. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

13. **PARTIAL INVALIDITY/SEVERABILITY**. Each of the terms and covenants of this Agreement is separate, distinct and severable, and the invalidity or unenforceability of any port ion of this Agreement will not and shall not be deemed to affect the validity or enforceability of any other term, covenant or provision of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid or unenforceable provision.

14. **CONSTRUCTION**. The parties acknowledge and agree that each of them has had an opportunity to review this Agreement and that this Agreement shall be construed as if jointly drafted by School and AHNMG.

15. **REFERRALS**. The parties acknowledge that none of the benefits granted AHNMG or any AHNMG Personnel hereunder are conditioned on any requirement that School District or any provider make referrals to, be in a position to make or influence referrals to, or otherwise generate business for AHNMG or its affiliates.

16. **AUTHORITY TO CONTRACT**. School District represents and warrants that School District is under no fiduciary, contractual, or other legal obligation to another company, venture, business or employer that would prevent School District from entering into this Agreement with AHNMG, in whole or in part, as set forth herein.

17. **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**. AHNMG and School both acknowledge and agree that compliance with the requirements of O.C.G.A. §§ 13-10-91, et seq., Georgia State Board Rule 300-10- 1-.02, et seq. and O.C.G.A. § 50-36-1, et seq. are conditions of this Agreement. By signing this agreement, AHNMG certifies that it is in compliance with O.C.G.A. §§ 13-10-91, et seq. and 50-36-1, et seq. and will continue to comply with the statutes during the term of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, FLOYD HEALTHCARE MANAGEMENT, INC. has, by and through its duly authorized officer, executed this Agreement and BIBB COUNTY SCHOOL DISTRICT has, by and through its duly authorized officer, executed this Agreement as of the day and year first written above.

HEALTH SERVICES OF CENTRAL GEORGIA, INC.
DBA ATRIUM HEALTH NAVICENT MEDICAL GROUP

By:
Name:
Title:

BIBB COUNTY SCHOOL DISTRICT

By:
Name:
Title:

EXHIBIT A

COVERAGE COMMITMENT

Coverage: While this Agreement is in effect, AHNMG shall provide 34 Nurses and/or Techs who will provide Nursing Services for the 34 Schools operated by School District for grades Pre-K through 12. Each Nurse and/or Tech will report on time for coverage to the administration of the designated school for that particular Nurse/Tech and work eight (8) hours per day following the same school schedule of the School District which shall be approximately 190 academic days perYear.

EXHIBIT B

MARKETING COMMITMENT

The Parties shall work together in good faith to identify and collaborate on marketing and publicity initiatives reflecting AHNMG relationship with School District and/or each of the Schools. Such market and publicity initiative shall include but not be limited to the mutually agreed upon platforms listed below. Nothing in this Agreement shall be interpreted to obligate AHNMG to exercise each listed platform.

General Marketing Commitment:

- AHNMG may have the opportunity to utilize the School District's direct messaging platforms (text, email, newsletters etc.) to target messages to students, parents, staff, and other parties served by such direct messaging platforms.
- AHNMG may be granted prominently visible logo and partnership related branding on the homepage of all School District and individual School websites.
- Where applicable, AHNMG may receive recognition on digital message boards and other permanent and temporary electronic displays.
- AHNMG may be entitled to a full-page ad in any school handbook, event program, planner, yearbook, or other publication as applicable for each published version thereof.
- AHNMG may be permitted to install reasonable signage at the front office and main entrance of School.
- AHNMG may be identified as a "Premier Level" sponsor for any school-related fundraisers or related events. For the purposes of this Agreement, the term "Premier Level" may be used to indicate the highest profile partnership category granted to any marketing partner of School District of any individual School regardless of industry such that no other marketing partners may be elevated to more prominent profile or level of visibility.
- AHNMG may be entitled to reasonable visibility for messaging and marketing through the social media platforms utilized by School District and each of the Schools individually. This opportunity applies to the primary social media accounts as well as any related accounts or platforms specific to a particular activity, team, event, or initiative.
- AHNMG may be entitled to identification as the "Official Healthcare Partner of the College and Career Academy" and any other description of the healthcare pathways of the career development programs. Such sponsorship and identification may reflect and include but not be limited to similar opportunities for promotion and identification identified in this Exhibit B. Specifically, AHNMG may be entitled to prominently visible and branded recognition at the entrance(s) of any such career development facilities.
- School District may provide reasonable opportunities for AHNMG to participate in on campus event sponsorships, orientation, speaking, recruitment and other opportunities identified (parents/faculty/students) at the individual Schools.
- School District may provide opportunities for an AHNMG representative to be present at all other student-facing activities such as job fairs at the individual Schools.

- School District may offer AHNMG branding and high-visibility roles at school events including PTO, Open Houses, and Christmas Programs.
- School District may provide AHNMG the opportunity to engage with students in other forums, to be determined.
- School District may endeavor to include links to the AHNMG website on School District and individual School websites.
- AHNMG may be entitled to reasonable visibility for messaging and marketing through social media platforms and direct messaging system to staff and parents

Sports & Activity-Specific Marketing Commitment:

- AHNMG may be entitled to premium/priority placement of AHNMG branded signage at School sports stadiums, fields, gymnasium, and other event venues.
- AHNMG may be entitled to scoreboard signage and video spots at home varsity football games where such capability exists. If such capability exists, a minimum of 4 spots per game may be granted including one during each quarter of competition.
- AHNMG may be entitled to the placement of a freshly stenciled AHNMG-branded logo, on the football field, for each home game.
- Where applicable, School District may negotiate to ensure that any broadcast agreements for a particular School's football programs include language awarding AHNMG rights to six (6) radio spots per game (pre-game show, each quarter, and post-game show). The negotiation and award to AHNMG of these radio spots may not result in any additional expense to AHNMG over and above the compensation provided for in this Agreement.
- AHNMG may have the right to one (1) AHNMG-branded football "Corporate Night" or game sponsorship per season.
- AHNMG may be entitled to a minimum of four (4) verbal identifications by the stadium public address announcer during each home football game. AHNMG and School may work in good faith to develop mutually agreeable scripting for these identifications. Some possible examples include:
    - "Atrium Health Navicent Medical Center is proud to bring you XXXX athletics"
    - "Atrium Health Navicent Medical Center is proud to be the Official Healthcare Provider for XXXX Athletics"
    - "We want to say thanks to Atrium Health Navicent Medical Center's certified athletic trainers for keeping the XXXXX on the field"
- Any athlete scholarship signings and press conferences hosted or coordinated by the School District may incorporate a background banner displaying equal representation of AHNMG and School/team branding.
- Any " Athletes/Players/Scholars/ etc. of the week" for any sport, activity or program may be branded as "Atrium Health Navicent Athletes/Players/Scholars/etc. of the Week" and may include AHNMG branding on social media and other platforms.
- AHNMG may have the right to provide an AHNMG-branded canopy tent for use by the Schools during all events which may include but not be limited to football, football practice, summer events, cross- country, soccer, track, band, and all other School-related events. AHNMG may be under no obligation to provide canopy tents under this

Agreement, but on such occasion where a canopy tent is to be utilized, School may make all reasonable efforts to use an AHNMG-branded tent where possible and when provided by AHNMG.

- AHNMG may have a right to visibly locate an ambulance or other AHNMG-branded vehicle at all School District events regardless of whether such events require EMS services.

AHNMG and School District may work collaboratively and in good faith to identify other opportunities to incorporate AHNMG branding and messaging into School District and School-specific communications, signage, and other media.

EXHIBIT C

COMPENSATION

Compensation for the services provided in this agreement shall be identified by category as specified below. Although neither Party is obligated to continuing the Agreement beyond the Initial Term or any Renewal Term(s), pricing has been provided for each prospective Renewal Term based on the scope of services outlined herein.

1. Compensation from School District for AHNMG Services. For the provision of the Services to School District by AHNMG, School District agrees to pay AHNMG $1,996,452.17 annually, payable in equal monthly amounts of $166,371.01 per month. AHNMG shall have the right to increase the annual compensation in an amount not to exceed 5% per year.