

Exhibit “B”

**JACKSON COUNTY SCHOOL DISTRICT
STANDARD CONTRACT ADDENDUM**

WHEREAS the Jackson County School District is a political subdivision of the State of Mississippi and as such is restricted from entering into contracts and/or agreements with terms and/or provisions contrary to or prohibited by Mississippi Law.

NOW, therefore, in consideration of the mutual benefit to both parties, the undersigned contracting party Coastal Family Health Center, Inc., does hereby agree to the following standard terms, conditions and provisions of the Jackson County School District Standard Contract Addendum, and the same are hereby adopted and incorporated into, and shall apply to the Service Contract between the Jackson County School District and Coastal Family Health Center beginning on the date the Service Contract and the Memorandum of Agreement for the Provision of School-Based Health Center Services has been executed by both parties hereto and continuing for the following one (1) year period (2026-2027), as follows:

1. Term/No Automatic Renewal: There shall be no automatic renewals. Further, terms and provisions to the contrary notwithstanding, no contract can be entered into that binds a successor board.
2. Renewal/Extension of Term: Any extension or renewal of the agreement between the parties is subject to approval by the Board of Education of the Jackson County School District and the Vendor and shall be subject to the terms of this addendum.
3. Governing Law: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties.

4. Indemnity: To the extent prohibited by applicable law, the Jackson County School District shall not be subject to the terms of any provision or term in the contract requiring it to defend or indemnify any entity or party to the contract, and shall not be liable under any scenario for the other party's legal fees except for all claims, causes of action, suits, damages and costs arising out of, resulting from, or otherwise in respect of, the negligent acts or omissions, or willful misconduct of the Jackson County School District or its officers, directors, employees or agents pertaining to the activities to be carried out pursuant to the Jackson County School District's obligations under the contract.

5. Exclusive Jurisdiction: The Courts of the State of Mississippi shall have exclusive jurisdiction of any dispute between the parties. Further, any entity or business which contracts with the Jackson County School District submits to the jurisdiction of the courts of the state of Mississippi.

6. No waiver of Warranties: To the maximum extent required under Mississippi law, any contract provision seeking to limit the Jackson County School District's recovery resulting from the breach of an express warranty or any implied warranty of merchantability or fitness for a particular purpose shall be of no force or effect.

7. No Waiver of Damages: To the maximum extent required under Mississippi law, supplemental terms or terms of use that may be referenced therein, any provision seeking to limit and/or waive the recovery by the Jackson County School District of any type of damages, including but not limited to consequential, special and/or punitive damages shall be of no force and effect.

8. Arbitration: The Jackson County School District shall not be subject to the terms of any provision contained in the contract, supplemental terms or terms of use that would require the Jackson County School District to submit the resolution of a dispute to binding arbitration and that any such term or provision requiring the same shall be deemed to be of no force or effect.

9. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the Jackson County School District to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

10. No Waiver or Statute of Limitations: Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation for a claim of material breach shall be of no force and effect.

11. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code: To the maximum extent required under Mississippi Law, any provision seeking a waiver or to limit any rights and/or remedies of the Jackson County School District under the Uniform Commercial Code shall be of no force and effect.

12. Conflict of Terms: To the extent there is a conflict between the terms of this addendum or the terms of the contract, the terms of this addendum will control. Upon expiration or termination of this contract, the terms of this addendum shall survive and will apply with respect to any dispute that may exist between the parties.

13. Amendment: As between Coastal Family Health Center and Jackson County School District, even if not specifically provided for herein, the terms, conditions and provisions of the Service Contract and Memorandum of Agreement which becomes effective on the date fully executed by the parties for a period of one (1) year, and any other referenced terms and

conditions and/or policies and/or documents that become a part of the agreement between the parties are hereby amended and modified, where necessary and applicable and to the extent necessary to comply with Mississippi law as set forth in the Mississippi Code of 1972, as amended, and as interpreted by the Mississippi Attorney General and the Mississippi Supreme Court.

Coastal Family Health Center:

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

(DATE)

(DATE)

SERVICE CONTRACT
Between
Coastal Family Health Center, Inc.
And
Jackson County School District

..... This service contract agreement ("Agreement") is made and entered into by and between Jackson County School District (hereinafter referred to as "Customer") and Coastal Family Health Center, Inc. (hereinafter referred to as "Contractor"), effective the date of the last signature as seen below ("Agreement Effective Date").

RECITALS

WHEREAS, Contractor and Customer desire to enter into a relationship in which Contractor will provide identified services to employees of the Customer.

NOW, THEREFORE, in consideration of the above introductory paragraph and Recitals, which are incorporated into this Agreement by reference, the Parties' mutual covenants and agreements, and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "B" is hereby incorporated into the Agreement between the parties.

AGREEMENT

1. Services. At the request of the Customer, the Contractor agrees to provide the services as set forth in Exhibit A to this Agreement (the "Services") to employees of the Customer (individually and collectively referred to as the "Patients") at the SBHCs located on-site within the Customer's District.
2. Fee for Services Rendered. DOT physical and pre-employment/DOT drug screens will be performed on a fixed price basis, as indicated in Exhibit A. Customer will receive invoices based on services provided. Contractor will bill Customer's workman's compensation insurance for any workman's compensation services rendered.
3. Representations and Warranties. Each party hereby respectively represents and warrants as follows:
 - a Both Parties will comply with all applicable federal, state, and local laws, regulations, and restrictions in the conduct of its obligations under this Agreement.
 - b Both Parties shall retain in their respective file copies of all documents, reports and invoices related to services provided by Contractor to Customer for a period of at least 3 years.
4. Limitation of Liability. The total liability of Contractor to Customer from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the Service price paid to Contractor for those Services that are the subject of Customer's claim. In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data, or power, claims of

third parties, including personal injury or death, suffered as a result of provision of Services. All claims against Contractor must be brought within one (1) year after the cause of action arises, and Customer waives any statute of limitations which might apply by operation of law or otherwise.

5. Indemnification. Customer shall defend, indemnify, save, and hold Contractor harmless, at Customer's own expense, against any and all claims, liabilities, demands, damages or expenses (including attorney's fees and expenses) arising out of or in connection with Customer's use of Contractor services. Contractor agrees to reciprocate the indemnification protection to Customer.

6. Force Majeure. Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

7. Status of the Parties. Nothing contained in this Agreement may be construed to create a Joint venture, partnership, association, or other affiliation or like relationship between the Parties, or a relationship of landlord and tenant, it being specifically agreed that their relationship is and will remain that of independent Parties to a contractual relationship as set forth in this Agreement. Accordingly, Customer will neither have nor exercise any specific control or direction over the particular methods by which Contractor will perform the Services required by this Agreement. In no event will either Party be liable for the debts or obligations of the other.

8. Term and Termination.

- a. Term. The term of this Agreement shall commence on the Agreement Effective Date and shall continue for a period of one (1) year after this date. This agreement will automatically renew for additional terms of one year, unless either party notifies the other party of non-renewal no less than thirty (30) days prior to the end of the term.
- b. Termination. This Agreement may be terminated and canceled without cause, without penalty, by either Party upon written notice to the other Party specifying a date of termination at least thirty (30) days following the day the notice is sent.
- c. Reviews of the terms and services of this agreement, including review of contract compliance, will be conducted annually between the parties or on dates and times mutually agreed upon.

9. Confidentiality.

- a. Contractor and Customer shall acknowledge that during the course of the performance of this Agreement, information of confidential nature may be disclosed between the parties. Such information shall be considered confidential information ("Confidential Information"). Neither party has the right to disclose the Confidential Information of the other, in whole or in part, to any third party, and neither party will

b. Except for disclosure to their legal counsel, consultants, accountants, or financial advisors, each Party agrees not to disclose the terms of this Agreement to any person or entity without the prior written consent of the other Party.

11. Notices. Notices to be given by either party under this Agreement shall be sent by certified mail, express overnight delivery, or telecopy to the attention of the other party at the address of the parties as first set forth below.

Gulfport, MS 39503

Vancleave, MS 39565

Date _____

Exhibit A
STATEMENT OF WORK

This Statement of Work is entered into by and between Jackson County School District and Coastal Family Health Center, Inc. as of Agreement Effective Date.

Coastal Family Health Center, Inc. will provide the following services to employees of Jackson County School District for costs set forth below:

Service	Cost of Service
Pre-Employment Rapid Non-DOT 12-panel Drug Screen	\$24
MRO for Presumptive Positive Pre-Employment Drug Screen (if applicable)	\$25
DOT Physical	\$85
DOT Drug Screen	\$65
Workman's Comp Evaluation	Bill Workman's Comp
MRO for Presumptive Positive During Workman's Comp Evaluation (if applicable)	Bill Workman's Comp

Charges listed above will be added to invoice for reimbursement. Invoice will be submitted via mail to the following:

Claims to be billed to Workman's Comp will be submitted to the following:
