

**AGREEMENT BETWEEN SUNCOAST URGENT CARE
CENTERES LLC AND
THE HERNANDO COUNTY SCHOOL BOARD**

This agreement ("Agreement") is entered by and between The Hernando County School Board (also known as "HCSB" or "School District") a political subdivision of the State of Florida, located at 919 North Broad Street, Brooksville, FL 34601, and Suncoast Urgent Care Centers, LLC ("Suncoast Urgent Care") a Florida Limited Liability Company, located at 4112 Mariner Blvd, Spring Hill, FL 34609 to engage as set forth herein. School District and Suncoast Urgent Care may individually be referred to herein as "Party" and may collectively be referred to herein as "Parties".

WHEREAS, the School District's students who are enrolled in Health Science Programs necessitate drug screenings prior to the commencements of their clinical rotation with Tampa General Hospital, pursuant to a Memorandum of Understanding approved by the School Board on August 12, 2025, between the School Board and Tampa General Hospital.

WHEREAS, Suncoast Urgent Care is capable of providing drug screening services to School District Health Science Program students for a fee, to be paid for by Tampa General Hospital.

WHEREAS, School District desires to engage with Suncoast Urgent Care in order to drug screen Health Science Program students so they are able to participate in the clinical rotation.

WHEREAS, this Agreement sets forth the general terms and conditions of the relationship between the parties; and,

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The effective date of this Agreement ("Effective Date") is the latest date of signature by either Party. The relationship under this Agreement shall commence on the Effective Date and shall continue in effect for one (1) year, unless otherwise terminated in accordance with this Agreement. This Agreement may be renewed for successive terms upon the express written consent of the Parties.

2. **Termination.** This Agreement may be terminated by either Party upon at least thirty (30) days' written notice to the other Party. Either Party may terminate this Agreement with or without cause at any point during the Term.

3. **Drug Screening Services.**

a. Suncoast Urgent Care shall provide urine drug screening services to students of Hernando County School District who are enrolled in the Health Science Program, necessitated prior to their clinical rotation at Tampa General Hospital.

b. School District is responsible for scheduling students for the drug screenings with Suncoast Urgent Care between 3 PM and 6 PM (Eastern Time) each day at the testing

location at 495 Mariner Blvd, Spring Hill, FL 34609. The School District will not schedule more than fifteen (15) students on a given day.

4. Cost of Drug Screening.

- a. Suncoast Urgent Care will charge a fee of seventy-five (\$75.00 USD) dollars per student, including sample collection and test completion. Upon completion of testing of all Health Science Program students, Suncoast Urgent Care will send the itemized invoice to the third-party billing company, Experity.
- b. All payments due from the School Board shall be governed by the provisions of Chapter 218, Florida Statutes.

5. Miscellaneous.

- a. Insurance. During the Term of this Agreement, each Party will have and maintain in full force and effect, at its own expense, insurance coverage (with a Third Party or solely through a program of self-insurance) to include commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. General liability limit requirements may be satisfied by a combination of primary and umbrella or excess liability insurance coverage. Professional liability/Medical Malpractice liability - \$1,000,000 with an aggregate of \$2,000,000.
- b. Indemnification. Suncoast Urgent Care shall indemnify, defend, and hold harmless HCSB, its board members, employees, agents, and representatives from and against any and all third-party claims, suits, actions, damages, losses, expenses, and/or causes of action, including, but not limited to, economic loss, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, expenses, and all other sums which HCSB, its board members, employees, agents, and representatives may pay or become obligated to pay arising out of or in connection with this Agreement, provided that any such claims, suits, actions, damages, losses, expenses, and/or causes of action, (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, financial loss, intention acts, medical malpractice, or death or damage to tangible property of a third party including the loss of use, (ii) loss of Suncoast Urgent Care's tools and equipment used in connection with this Agreement, and (iii) is caused in whole or in part by the negligence of Suncoast Urgent Care or the negligence of Suncoast Urgent Care's employees, subcontractors, or agents when acting within the scope of their employment. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from HCSB's sole gross negligence or intentional misconduct. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of, HCSB's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by HCSB hereunder shall be subject to HCSB's rights to sovereign immunity and any other limitations of liability provided HCSB pursuant to Florida law.
- c. Jessica Lunsford Act (Background Check).

- i. Suncoast Urgent Care shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.
 - ii. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with HCSB policy, all of Suncoast Urgent Care's personnel who will have direct contact with students shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and HCSB. This background screening will be conducted by HCSB in advance of Suncoast Urgent Care or its personnel providing any Services under the conditions described in the previous sentence.
 - iii. Suncoast Urgent Care shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Suncoast Urgent Care and its personnel.
 - iv. The Parties agree that the failure of Suncoast Urgent Care to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling HCSB to terminate immediately with no further responsibilities or duties to perform under this Agreement. Suncoast Urgent Care agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from Suncoast Urgent Care's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.
- d. FERPA. To the extent Services provided hereunder pertain to the access to student information, Suncoast Urgent Care shall adhere to all applicable standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Suncoast Urgent Care, and its officers, employees, agents, and representatives, shall fully indemnify and hold HCSB harmless for any violation of this provision including, but not limited to, defending HCSB and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon HCSB, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon HCSB arising out of the breach of this provision by Suncoast Urgent Care its officers, employees, agents, or representatives, to the extent that Suncoast Urgent Care, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon Suncoast Urgent Care. A separate Non-Disclosure Agreement may be required.
- e. HIPAA, CIPA, and GLBA. Suncoast Urgent Care also agrees to comply with all applicable

state and federal laws, regulations, and HCSB policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

- f. Data Security. Suncoast Urgent Care agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.).
- g. E-VERIFY. Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Suncoast Urgent Care shall use the U.S. Agency of Homeland Security's E-Verify system, <https://everify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Suncoast Urgent Care shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Suncoast Urgent Care must provide evidence of compliance with 448.095, Fla. Stat. Evidence may consist of, but is not limited to, providing notice of Suncoast Urgent Care's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and HCSB may choose to terminate the Agreement at its sole discretion.
- h. Public Records.
 - i. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent Suncoast Urgent Care provides School Board any information which it believes is confidential or exempt, Suncoast Urgent Care shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that Suncoast Urgent Care has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that Suncoast Urgent Care has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Suncoast Urgent Care agrees to use reasonable measures to maintain the confidentiality of such information.
 - ii. To the extent Suncoast Urgent Care maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Suncoast Urgent Care will

indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Suncoast Urgent Care must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF SUNCOAST URGENT CARE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUNCOAST URGENT CARE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of Suncoast Urgent Care to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

- i. Confidentiality. School District and Suncoast Urgent Care acknowledge that their employees, agents, or representatives, may during the term of this Agreement, be exposed

to or acquire information that is proprietary to or confidential to the Parties or its affiliated companies or its clients or students. The Parties will hold such information in strict confidence and represent and warrant that its employees, agents, or representatives will hold such information in strict confidence and not disclose such information to third parties, except to the extent required by law. To this end, the Parties will advise each of its employees, agents, and representatives to keep such information confidential. The Parties agree to comply with all applicable privacy laws and regulations.

- j. **Record Keeping.** Except where a longer period may be required by law, Suncoast Urgent Care shall retain copies in its files of all records related to this Agreement, including, without limitation reports, invoices, student records, and confidential information, for a period of seven (7) years.
- k. **Suncoast Urgent Care** confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Suncoast Urgent Care knowingly rendered an erroneous certification, in addition to the other remedies available to School District, School Board may terminate the Agreement for default by Suncoast Urgent Care.
- l. **Suncoast Urgent Care** agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.
- m. If Suncoast Urgent Care receives access to an individual's personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of Suncoast Urgent Care under penalty of perjury attesting that Suncoast Urgent Care does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.
- n. **Modification of Agreement.** This Agreement may only be modified or amended by a written agreement signed by both Parties.
- o. **Severability.** If any portion of this Agreement is found to be unenforceable, the validity of the remaining provisions shall not be affected.
- p. **Execution of Agreement.** This Agreement may be signed in counterparts and all such counterparts together shall be deemed as originals that are binding upon each Party, their successors, and assignees. Facsimile or scanned signatures shall be deemed as originals.
- q. **Entire Agreement.** There are no other agreements other than those contained herein. This Agreement shall supersede all previous communications, representations, and agreements, whether verbal or written between the Parties.
- r. **Section Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

- s. Relationship of the Parties. Nothing contained herein shall be deemed to create an association, partnership, joint venture, employment, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other party. The relationship of the Parties hereunder shall be as an independent contractor only. Neither Party shall have the power to bind the other party or contract in the name of the other party. Suncoast Urgent Care retains the right to perform similar services for other clients.
- t. Governing Law and Venue. This Agreement, and any extensions, renewals, amendments, supplements, and modifications, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of Florida. All litigation arising under this Agreement shall be brought in the County in which the School District is located, and the parties submit to the exclusive jurisdiction of such courts.
- u. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum, and in relation to any action to enforce the terms of either document.
- v. No Establishment of Third-Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than to School District and to Suncoast Urgent Care.

Signed and dated by authorized representatives as provided below:

Suncoast Urgent Care Centers, LLC:

Jennifer Fiorentino
Printed Name: Jennifer Fiorentino
Title: Medical Records
Date: 12/8/25

Hernando County School Board:

Printed Name: _____
Title: _____
Date: _____

Approved as to Content & Form
Caroline Mockler, Esq.
Staff Counsel, HCSD
3:17 pm, 12/04/2025