

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between Agape Community Health Network, hereinafter referred to as "ACHN", Children's Home Society of Florida, hereinafter referred to as "CHS", The School Board of Duval County, Florida Public Schools, hereinafter referred to as "DCPS", and University of North Florida Board of Trustees, on behalf of its Brooks College of Health and College of Education and Human Services, hereinafter referred to as "UNF". Collectively, the parties may be referred to as the Core Collaborators.

### WITNESSETH:

WHEREAS, all parties to this MOU desire to work together to create a community school to be housed at Edward H. White Military Academy of Leadership. A "Community School" shall be defined as a school focusing on improving student well-being and success, involving parents and engaging the community, in order to provide:

- High-quality academic programs and tutoring
- Onsite health and mental health services
- Mentoring and leadership activities that focus on improving well-being and achievement • Year-round and after-hours activities and services
- Parent and community engagement through o School planning o Adult education and social service programs o School and community —wide achievements

NOW, THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties intending to be legally bound, hereby agree as follows:

### 1. GENERAL SCOPE OF THIS MOU

All parties shall work collectively and collaboratively to establish and maintain Edward H. White Military Academy of Leadership (as currently named), 1700 Old Middleburg Road North, Jacksonville, FL 32210 as a Community School site.

The collaborative work shall include but not be limited to:

- a. Maintaining a point of contact for the Community School at Edward H. White Military Academy of Leadership.
- b. Submitting the year two implementation and year three sustainability grant application to Center for Community Schools and Child Welfare Innovation, College of Health and Public Affairs at University of Central Florida.

- C. Identifying potential sources for the required 25% match funding (\$25,000) per grant requirements and other needs as identified in the community assessment and strategic plan.

2. PUBLICITY

ACHN, CHS, DCPS and UNF agree that any publicity or communication regarding the activities under this MOU will only be made upon the prior written agreement of all parties.

3. OBLIGATIONS OF ACHN

ACHN shall:

- a. Serve as the sole health care facilitator under this MOU.
- b. Ensure collective and collaborative communication and planning with all Core Collaborators and leadership agencies.
- c. Identify funding sources as applicable.
- d. Serve on the Executive and Leadership Councils of the community school.
- e. Serve as the lead entity in the development of the health services delivery system within the community school.

4. OBLIGATIONS OF CHS

CHS shall:

- a. Serve as the sole lead non-profit facilitator under this MOU.
- b. Serve as the primary grant-submitting agency for the UCF Implementation grant.
- c. Ensure collective and collaborative communication and planning with all Core Collaborators and leadership agencies.
- d. Identify funding sources as applicable.
- e. Serve on the Executive and Leadership Councils of the community school.
- f. Serve as the lead non-profit entity in the development of the social service and mental health delivery system within the community school.
- g. Engage and employ the individual who shall act as the Community School Director. The individual shall be an employee of CHS.
- h. Obtain and maintain insurance coverage according to the types and levels of insurance set forth in Exhibit "A", which, along with any addenda thereto, is incorporated into this MOU by reference hereto. The term

"CONTRACTOR/VENDOR" in Exhibit "A", shall mean "CHS" under this MOU. ACHN, DCPS and UNF must be added as the additional insured.

5. OBLIGATIONS OF DCPS

DCPS shall:

- a. Serve as the sole school district under this MOU.
- b. Ensure collective and collaborative communication and planning with all Core Collaborators and leadership agencies.
- c. Identify funding sources as applicable.
- d. Serve on the Executive and Leadership Councils of the community school.
- e. Maintain the school site, physical location and access for components of the community school framework.

6. OBLIGATIONS OF UNF

UNF shall:

- a. Serve as the sole higher education facilitator under this MOLL
- b. Ensure collective and collaborative communication and planning with all Core Collaborators and leadership agencies designated as part of the community school.
- c. Identify funding sources as applicable.
- d. Serve on the Executive and Leadership Councils of the community school.
- e. Serve as the lead entity in the development of decisions and practices related to research, data collection and areas in which the University serves as the expert.

7. TERM

The term of this MOU is 25 years.

8. TERMINATION

Any party may terminate its participation with or without cause. Notice of termination shall be provided to each other party at least 160 days prior to the effective date of any termination.

## 9. INDEMNIFICATION

Subject to the limitations of Section 768.28, Florida Statutes, as applicable, each party covenants and agrees at all times to save, hold and keep harmless each other party against any and all claims, demands, penalties, judgements, court costs, reasonable attorney fees and liability of every kind and nature whatsoever to the extent permitted by law arising out of or in any way connected or arising out of a party's performance of this agreement. However, this indemnification shall not operate to release any party of liability for their own negligence.

Notwithstanding the foregoing, nothing contained in this agreement shall be construed or interpreted as:

- (1) Denying to any party any remedy or defense available to such party under the laws of the State of Florida;
- (2) The consent of the State of Florida or its agents or agencies to be sued; or
- (3) A waiver of sovereign immunity of the State of Florida (or its agencies, DCPS, UNF) beyond the waiver provided in Section 768.28, Florida Statutes.

## 10. MISCELLANEOUS

The University of North Florida is a constituent member of the Florida state university system existing pursuant to Section 7, Article IX of the Constitution of the State of Florida and is administered by The University of North Florida Board of Trustees, a public body corporate, pursuant to said Section and Section 1001.72, Florida Statutes. The School District of Duval County, Florida is a political subdivision of the State of Florida and is governed by the School Board of Duval County, Florida, a public body corporate. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

In accordance with the provisions of Chapter 119, Florida Statutes, the parties hereto shall allow public access to all documents, papers, letters, or other material made or received in conjunction with this MOU. Refusal by CHA to allow such public access shall be grounds for unilateral cancellation of this MOU by UNF

## 11. ASSIGNMENT

Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any purported assignment or delegation in violation of this Section shall be null and void.

No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder. This MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. This MOU is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOU.

## 12. NOTICE

All notices, requests, consents, and other communications required or permitted under this MOU shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As To ACHN•

Mia Jones, Chief Operating Officer  
Agape Community Health Network  
120 King Street  
Jacksonville, FL 32204

As To CHS\*

Kymberly Cook, Executive Director  
Children's Home Society of Florida Buckner Division  
3027 San Diego Road  
Jacksonville, FL 32207

As To DOS:

Nikolai P. Vitti, Ed.D., Superintendent  
Duval County Public Schools  
1701 Prudential Drive  
Jacksonville, FL 32207

As To UNF:

Dr. Pamela Chally, Dean, Brooks College of Health  
University of North Florida  
One UNF Drive  
Jacksonville, Florida 32224

Dr. Diane Yendol-Hoppey, Dean, College of Education and Human Services  
University of North Florida  
One UNF Drive  
Jacksonville, Florida 32224

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

### 13. NON-WAIVER

The rights of the parties under this MOU shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

### 14. BACKGROUND SCREENING

All non-DCPS personnel who come into contact with students as part of this MOU must submit a background check, in a manner prescribed by DCPS (which manner is required by section 1012.467, Florida Statutes). Any non-DCPS personnel associated with the MOU and who may come into contact with students as part of the MOU will be screened at their respective organization's (ACHN, CHS or UNF) expense. ACHN, CHS or UNF shall not permit persons to provide services to students under this MOU if any such person does not meet the standards under Florida law and the DCPS' hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this MOU.

### 15. SUBCONTRACTORS

If ACHN, CHS or UNF are permitted to subcontract any of the work set forth in the MOU. ACHN, CHS and UNF shall ensure that each subcontractor complies with all provisions of the MOU. ACHN, CHS and UNF will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the MOU.

It is the policy of DCPS that directly negotiated contracted services authorized by District Policy 7.41 shall not be brokered. Specifically, ACHN, CHS and UNF must perform at least fifty percent (50%) of the services to be provided to DCPS in lieu of said services being provided by any subcontractor(s). Inasmuch as this MOU is authorized by DCPS to be signed pursuant to Policy 7.41. ACHN, CHS and UNF represents and warrants to DCPS that at least fifty percent (50%) of the services to be provided under this MOU will be provided directly by ACHN, CHS or UNF.

### 16. PUBLIC RECORDS LAWS

This MOU shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. ACHN, CHS and UNF understand the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, ACHN, CHS and UNF agrees to:

- a. Keep and maintain public records required by DCPS in order to perform the service.

- b. Upon request from DCPS' custodian of public records, provide DCPS 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 the Chapter 19, Florida Statutes or as otherwise provided by law.
- c. 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 Agreement term and following completion of the Agreement if ACHN, CHS and UNF do not transfer the records to DOS.
- d. Upon completion of the Agreement, transfer, at no cost, to DCPS all public records in possession of ACHN, CHS and UNF or keep and maintain public records required by DCPS to perform the service. If ACHN, CHS and UNF transfers all public records to DCPS upon completion of the MOU, ACHN, CHS and UNF shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If ACHN, CHS and UNF keep and maintain public records upon completion of the MOU, ACHN, CHS and UNF shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to DCPS, upon request of the DCPS

custodian of public records, in a format that is compatible with the information technology systems of DCPS.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

17. ENTIRE AGREEMENT • VENUE

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This MOU may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This MOU shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this MOU, venue shall be in Duval County, Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this MOU upon the terms and conditions above stated. Agape Community Health Network

By: Mia Jones

Mia Jones, Chief Executive Officer

Date: (h I (p/ a-Ü/(p

Children's Home Society of Florida

By: Kymberly Cook

Kymberly Cook, Executive Director

Date

9/15/2016



The School Board of Duval County, Florida

  
Nikolai Vitti, Superintendent

By:

of

Nikolai Vitti, Superintendent Pursuant to  
Board Policy 7.41

Date: \_\_\_\_\_

Approved as to Form

[Signatures continued on next page]

  
Brian McDuffie

McDuffie

Executive Director

Policy & Compliance

University of North Florida Board of Trustees

By:



Dr. Earle C. Traynham, Provost and Vice  
President - Academic Affairs

Date: \_\_\_\_\_

By: 

Dr. Pamela Chally, Dean, Brooks College of  
Health

Date: 8/12/16

By: 

Dr. Diane Yendol-Hoppey, Dean, College of  
Education and Human Services

Exhibit "I A"

Professional Vendor Insurance Requirements

A. Description of the VENDOR/CONTRACTOR Required Insurance.

VENDOR/CONTRACTOR Required Insurances per the Agreement should conform to the recognized and mandated terms, limits, and amounts as have been obtained by the VENDOR/CONTRACTOR per the governing entity of the VENDOR/CONTRACTOR prior to the inception of fulfilling the terms of this Agreement. Any limits, amounts, terms, and types as aforementioned in this MOU would be suggested options but not required, unless the limits, amounts, terms, and types as aforementioned in this MOU are found in practice and performance of the terms of this Agreement to be insufficient per the governing entity of the VENDOR/CONTRACTOR.

1 Workers Compensation/Employers Liability. The Workers' Compensation/Employers Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTORs insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against DCSB, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCSB, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than:

\$1,000,000

Each Accident

\$1,000,000  
 \$1,000,000  
 Disease - Each Employee Disease - Policy  
 Limit

2 Commercial General Liability. The Commercial General Liability insurance of provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement

The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than:

\$1 General Aggregate	000,000	
	000,000	
\$1		Products/Completed Operations Aggregate
	000,000	
		\$1 Personal and Advertising
	0001000	Injury
\$1		Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCSB and the DCSB's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCSB and the DCSB's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured — Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1 ,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCSB or the DCSB's member, official officer or employee any such deductible or self-insured retention applicable to a claim against DCSB or the DCSB 's member, official, officer or employee for which the DCSB or the DCSB's member, official, officer or employee is insured as an additional insured.

3 Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section

II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) The DCSB and the DCSB's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the DCSB and the DCSB's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be not less than.

\$1 ,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

4 Professional Liability. The professional liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The professional liability insurance shall be on a form acceptable to the DCSB and shall apply to those claims which arise out of Services performed by or on behalf of the VENDOR/CONTRACTOR pursuant to this Agreement which are first reported to the VENDOR/CONTRACTOR within four years after the expiration or termination of this Agreement

Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement

(b) If the insurance maintained by the VENDOR/CONTRACTOR also applies to services other than Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall be not less than \$ <sup>1</sup> per claim/annual aggregate. If the insurance maintained by the VENDOR/CONTRACTOR applies exclusively to the Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall be not less than \$1,000,000 per claim/annual aggregate.

(c) Except as otherwise specifically authorized in this Agreement, the insurance may be subject to a deductible not to exceed \$15,000 per claim.

(d) The VENDOR/CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the VENDOR/CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement.

**B Evidence of Insurance.** Except as may be otherwise expressly specified in this Exhibit j the insurance shall commence at or prior to the execution of this Agreement by DCSB and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCSB, identify this Agreement, and provide that DCSB shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCSB on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCSB with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCSB and the DCSB's members,

officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the Insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCSB, if requested by DCSB, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCSB, provide DCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the Insurance required under this Agreement.

c. Qualification of the VENDOR/CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORs must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of <sup>U</sup>A-<sup>1</sup> or better and a Financial Size Category of <sup>1</sup>VII or better according to A M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCSB, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCSB or the DCSB's member, official, officer or employee.

E.The VENDOR/CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCSB or others. Any remedy provided to DCSB or the DCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F.No Waiver by DCSB Approval/Disapproval. Neither approval by DCSB nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.

