

MEMORANDUM OF UNDERSTANDING AGREEMENT

This Memorandum of Understanding Agreement (MOU) is made effective as of the date of last signature hereto (“**Effective Date**”) by and between **BAYCARE BEHAVIORAL HEALTH, INC.**, a Florida corporation not for profit, herein referred to as “**BCBH**” and the **CITY OF NEW PORT RICHEY, FLORIDA**, hereinafter referred to as “**NPR**”, each of which may be individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH

WHEREAS, **NPR** desires to work collaboratively with a behavioral health provider to create a dedicated Life Improvement Facilitation Team (LIFT) to service citizens of New Port Richey with behavioral health concerns;

WHEREAS, **NPR**, through its police department, requires therapeutic on-call crisis stabilization intervention and crisis prevention on a continual basis;

WHEREAS, **BCBH** has the clinical expertise and highly qualified staff to provide behavioral health services and desires to support **NPR** initiatives;

WHEREAS, the Parties wish to work in cooperation with each other to implement and/or expand initiatives that increase public safety, avert increased spending on criminal justice systems, and improve the accessibility and effectiveness of treatment services for adults who have a mental illness, substance use disorders, or co-occurring mental health and substance use disorders, who are in, or at risk of entering, the criminal justice system; and

WHEREAS, the Parties mutually recognize the importance of sharing relevant information and data to improve treatment coordination and cross-system collaboration for individuals with behavioral health disorders who are at risk for involvement in or are already involved in the criminal justice system.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this MOU, it is agreed by and between the Parties that:

1. **TERM:** This MOU shall commence on the Effective Date, and unless otherwise terminated or extended in accordance with the provisions of this MOU, shall continue for an initial term of one (1) year (“**Initial Term**”). Thereafter, this MOU may be renewed only by written agreement signed by both Parties (“**Renewal Term**”). The Initial Term together with any Renewal Term(s) shall be referred to collectively as the “**Term**.”
2. **COOPERATION:** During the term of the MOU, the supervisory staff of **BCBH** and **NPR** will work in partnership to communicate and cooperate on all matters of mutual concern, including, but not limited to:
 - a. Process for services and target populations;
 - b. Sharing of protocols and procedures;
 - c. Involuntary hospitalizations under the Baker Act;

- d. Contact and follow-up coordinated care;
- e. Data collection and analysis, including sharing data and information which may include individual records of adult clients enrolled in **BCBH**'s mental health and/or substance abuse programs (collectively, the "records");
- f. Compliance with consents, releases of information, and regulatory guidelines; and
- g. Training and education.

3. **REQUIREMENTS:** Both Parties shall:

- a. Work together to identify specific data/indicators to be collected, shared and reported, on an ongoing basis for the purpose of improving care and cross system collaboration, applying for collaborative grants, monitoring program outcome measures, and improving system processes;
- b. Collaborate to determine and address restrictions and barriers to the sharing of information and data;
- c. Participate in and assist in facilitating a cross-system coordinated staffing, targeting "at risk" and "high utilizers" of systems to increase individual stability and public safety;
- d. Obtain all necessary consents and releases of protected health information signed by the individual served, for continuity of care with community partners, including documenting diagnoses and healthcare affiliations to provide better service to those individuals, by documenting in the CAD and/or RMS system;
- e. Handle referrals identified as appropriate for LIFT as a unified front with the purpose of engagement of individual and community-based stabilization; and
- f. Provide follow-up contacts with identified individuals until they are linked to appropriate community-based services as evidenced by a decrease in behaviors that lead to the referral to LIFT.

4. **BCBH DUTIES:** **BCBH** shall perform the duties set forth in this section.

a. **Case Management Initiative**

BCBH shall assign one (1) highly qualified mental health professional to provide case management services. The dedicated mental health professional will be available to **NPR** during the hours identified by **NPR** as having the most frequent calls for service (CFS) related to mental health crisis, to provide expertise on matters related to behavioral health and available community resources. These hours may be subject to change upon request of **NPR**.

b. **Life Improvement Facilitation Team Initiative**

BCBH shall assign one (1) highly qualified mental health professional employed by **BCBH** to be funded by **NPR**. The dedicated mental health professional will be available to **NPR** during normal business hours to provide expertise on matters related to behavioral health and available community resources. **BCBH** will provide **NPR** with such information as mutually determined from time to time as reasonably necessary to serve and advance their cooperative efforts to further each party's mutual and individual interests in enhancing outreach, assessment, diversion, treatment, care coordination, and cross-system collaboration for adults/juveniles with mental illness, substance use and/or co-occurring disorders who are at risk of or are involved with the

criminal justice system. **BCBH** will provide supervision of the mental health professional dedicated to this initiative. **BCBH** will provide training in accordance with **BCBH** policies and procedures to the mental health professional dedicated to this initiative. **BCBH** will assist in providing training to employees of **NPR** and other agencies. **BCBH** will notify **NPR** in circumstances when it believes a client is in danger to themselves or others. Further, **BCBH** shall request **NPR**'s assistance in any instance where the individual **BCBH** wishes to contact or is in contact with is believed to be armed or dangerous and will relay this information to **NPR**. **BCBH** will provide information and data to **NPR** and **NPR** will protect such data, with appropriate release of information and in accordance with the provisions of applicable statutes, including Section 394.4615, Florida Statutes, and in accordance with the Confidentiality and HIPAA section outlined below.

c. **Mobile Response Team (MRT) Initiative**

For the **MRT**, **BCBH** employees shall display credentials clearly identifying themselves as members of **BCBH**. **BCBH** may request **NPR** police assistance in situations where the team believes that the presence of police is necessary to stabilize a situation or provide for the safety of the team or others. **BCBH** shall request **NPR** police assistance in any instance where the individual it wishes to contact or are in contact with is believed to be armed and **BCBH** shall relay this information to **NPR**. **BCBH** may request **NPR** to conduct Baker Act transports in circumstances where, in accordance with Florida State Statutes and Pasco County's Transportation Exception Plan, it has determined Law Enforcement is needed to safely transport the individual. **BCBH** shall notify **NPR** in circumstances where it believes that the client is a danger to others based on his or her actions, statements, or behavior, and shall share information relevant to that belief. (This is critical in circumstances where that danger extends to a school or institution of higher learning.)

5. NPR DUTIES:

a. **Life Improvement Facilitation Team Initiative**

NPR shall collaborate system-wide efforts to divert individuals from judicial involvement to community-based service programs with the goal to initiate systemic change for the identification, intervention, and treatment of the selected adult/juvenile population. **NPR** shall fund one (1) full time case manager employed by **BCBH** to be dedicated to this initiative. **NPR** shall pay **BCBH** as a reimbursement for said employee up to a salary and cost of benefits, equipment, basic and necessary office supplies and local travel in the annual amount of \$67,452.56. **BCBH** will submit a monthly invoice for (1/12th of the annual amount) to the **NPR** Finance Department by the 15th of the month for the previous month's activity. **NPR** will process the monthly reimbursement to **BCBH** by the 30th of the month in which the invoice was received. **NPR** will provide information and training about the **NPR** Police Department to **BCBH** staff for purposes of mutual understanding, safety and collaboration. **NPR** will respond to requests from **BCBH** to stabilize situations and provide security within its jurisdiction.

b. **Mobile Response Team (MRT) Initiative**

NPR shall respond to requests from **BCBH** to stabilize situations and provide security as **NPR** resources permit. **NPR** will conduct Baker Act transports according to the Transportation Exception Plan for Pasco County. **NPR** may request **BCBH** assistance in those circumstances where an individual is in crisis and exhibiting signs of mental illness, but are not clearly identifiable as being subject to the Baker Act and are not subject to arrest for any criminal law

offense. **NPR** will consult with **BCBH** upon the arrival of **BCBH** employees and will stand by with them for a reasonable amount of time if requested to do so. Once **BCBH** employees arrive, **NPR** will collaborate with **BCBH** regarding the determination to initiate a Baker Act proceeding. **NPR** retains the authority to take the person into custody if necessary for any lawful reason, including to prevent a breach of the peace or protect its employees, **BCBH** or others. During any interaction with **BCBH**, **NPR** will complete the paperwork required by agency policy based on the circumstances.

6. **COMPLIANCE WITH GENERAL ORDERS:** **BCBH**'s agents and employees shall comply with all **NPR** Police Department General Orders, Agency Directives, and General Correspondence as currently written or hereafter amended.
7. **BACKGROUND SCREENING:** All employees or agents of **BCBH** working with the **NPR** Police Department pursuant to this MOU must have a valid State identification card (or Florida Driver License), such that the Police Department can conduct a background check, warrants check, and fingerprint clearance. Prior to any employee of **BCBH** being permitted to work at the **NPR** Police Department facilities, his or her files must be processed through and approved by the **NPR** Police Department Human Resources Section. **NPR** Police Department has the final authority of who is permitted to work at the **NPR** Police Department facilities. For any reason, as determined by **NPR** Police Department, an employee or agent of **BCBH** may be denied access to the secure areas of the **NPR** Police Department facilities and/or may be permanently denied access to the secure areas of the **NPR** Police Department facilities at any time.
8. **INDEMNIFICATION AND LIABILITY:** Without limiting the sovereign immunity of **NPR**, and to the extent specifically authorized by law, including Section 768.28, Florida Statutes, the Parties shall hold each other harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, agent or other representative of said Party. The Parties shall defend, indemnify and hold each other, and each other's respective subsidiaries, insurers, agents and employees, harmless against all liability, loss, damage and expenses (including reasonable attorneys' fees) resulting from or arising out of this MOU to the extent such liability, loss, damage or expense is proximately caused by the negligent act(s) or omission(s) by the party from whom indemnity is sought, including such party's agents or employees in furtherance of this MOU. The provisions of this Paragraph shall survive the expiration or termination of this MOU. Each Party assumes the risk of all liability arising from its respective activities pursuant to this MOU, and from the acts or omissions of its respective officers, agents, or employees.
9. **GOVERNING LAW AND VENUE:** The laws of the State of Florida govern this MOU and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida. Each party shall be responsible for its own attorney's fees and costs.
10. **ASSIGNMENT:** The Parties shall not assign, sublet, or otherwise dispose of this MOU, without first obtaining the written consent of the other Party.
11. **COMPLIANCE WITH LAWS:** The Parties shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies

applicable thereto. The Parties shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, sex, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this MOU. The Parties will comply with the Health Insurance Portability and Accountability Act, regulations promulgated under Florida Statute chapters 394 and 491, and agree to execute the Business Associate Addendum, attached hereto as Exhibit "B" (Business Associate Addendum).

12. CONFIDENTIAL INFORMATION: Each Party acknowledges that it will have access to certain confidential information of the other Party concerning the other Party, including the terms and conditions of this MOU. "Confidential Information" shall mean all: (a) technical, business, financial, pricing and other data and/or information of the disclosing party that is disclosed/transmitted to or otherwise received/retrieved by the receiving party, whether orally or in writing; (b) patient information; and/or (c) other non-publicly available information related to the disclosing party's business or operation. Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee information. Confidential Information does not have to be labeled as such to be considered confidential. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this MOU, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need-to-know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information. The receiving party will: (a) secure and protect the Confidential Information by using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but in no event less than a reasonable degree of care, and (b) require each of its respective employees, agents, associates, independent contractors, subcontractors, outsourcers, and/or other service providers who have access to such Confidential Information to execute confidentiality agreements in their own right that are no less restrictive than the terms of this MOU. The disclosing party retains ownership of Confidential Information. The confidentiality obligations continue until such item cease to be secret, proprietary, and/or confidential (unless as a result of wrongful conduct by receiving party or their agents. The provisions of this MOU shall be subject to the Florida Public Records Act and related laws which may supersede the provisions hereof, which is hereby acknowledged by BCBH, to the extent related to the terms of the MOU that fall under the Florida Public Records Act and related laws.

13. ENTIRE AGREEMENT: This MOU and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the Parties hereto with respect to the transactions contemplated by this MOU and supersedes any prior or contemporaneous MOU or representation, oral or written, by or between the Parties related to the subject matter hereof.

14. MODIFICATION: This MOU may be modified only by written instrument executed by both Parties. Changes to this MOU, may be made by Addenda in writing, signed by the Parties.

15. TERMINATION: Either party upon thirty (30) days written notice may terminate this MOU, without cause, upon notice delivered via certified mail, return receipt requested or via hand delivery with proof of delivery. In the event of a documented safety concern, a violation of HIPAA, or a violation of any other applicable law (including Public Records laws), either Party may terminate this MOU immediately. **NPR** may terminate this MOU immediately upon the

insolvency, bankruptcy, or receivership of **BCBH**, or its failure to maintain insurance in accordance with the insurance provision of this MOU.

16. MINIMUM SECURITY REQUIREMENTS: Throughout the Term of the Agreement, **NPR** shall:

(i) use industry standards in terms of information and data security procedures to prevent the unauthorized or fraudulent: (a) use of **NPR's** computer systems or network devices to communicate, induce, attack, or compromise **BCBH**; and (b) access, transmission, or disclosure of **BCBH** Data;

(ii) use industry standards to protect **NPR's** infrastructure, computer systems, and network devices, including but not limited to such systems and devices that access, transmit, and/or store **BCBH** Data; and

(iii) report to **BCBH's** Vice President/Chief Information Security Officer at 727-467-4700 within twenty-four (24) hours of any confirmed security breach or security incident that has the potential to impact **BCBH** or **BCBH** Data.

For purposes of this MOU, **BCBH** Data shall mean all of **BCBH's** data, records, lists, patient information, and other information to which **NPR** has access, or which is transmitted to, by, or through any **NPR** system, or which is otherwise provided to **NPR** under this MOU. **BCBH** Data shall be and remain the sole and exclusive property of **BCBH**, and **BCBH** shall retain exclusive rights and ownership thereto. The **BCBH** Data shall not be used by **NPR** for any purpose other than as required under this MOU nor shall the **BCBH** Data (or any part of the **BCBH** Data) be disclosed, sold, assigned, leased or otherwise disposed of to third parties (including any and all affiliates, subsidiaries, or other parties related to **NPR**) by **NPR** or commercially exploited or otherwise used by or on behalf of **NPR**, its officers, directors, employees, subcontractors, or agents.

17. ADVERTISING/PUBLICITY: **BCBH** has a policy prohibiting the use of its name, brand, likeness, trademarks, or other intellectual property for publicity and/or advertising purposes. All requests to use **BCBH's** name, brand, likeness, trademarks/intellectual property, statements from employees, results from questionnaires, or any other related requests ("**Publicity/Advertising Requests**") must be submitted in writing to **BCBH** for review and approval. **BCBH** may approve or disapprove all **Publicity/Advertising Requests** in its sole discretion. In the event that **BCBH** notifies **NPR** of any breach of this clause, **NPR** shall immediately cease and desist the breaching conduct, and **BCBH** shall be entitled to terminate this Agreement.

18. INDEPENDENT CONTRACTORS: This MOU shall create an independent contractor relationship between the parties. Nothing in this MOU shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. Neither party has authority to enter into any contract or incur any other obligation on behalf of or in the name of the other party. Each party will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents, and/or subcontractors including, but not limited to: compliance with laws governing workers' compensation, Social Security, and withholding; payment of any and all federal, state and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons.

19. PUBLIC RECORDS: Upon request from **NPR**'s custodian of public records, **BCBH** shall provide **NPR** a copy of any requested public 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 Florida Public Records Act or as otherwise provided by law. **BCBH** shall 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 this MOU and following completion of this MOU if **BCBH** does not transfer the records to **NPR**. Upon completion of this MOU, **BCBH** shall transfer, at no cost to **NPR**, all public records in the possession of **BCBH** or keep and maintain public records required by **NPR** to perform the services provided in this MOU. If **BCBH** transfers all public records to **NPR** upon completion of this MOU, **BCBH** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **BCBH** keeps and maintains public records upon completion of this MOU, **BCBH** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **NPR**, upon request from **NPR**'s custodian of public records, in a format that is compatible with the information technology systems of City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS NEW PORT RICHEY POLICE DEPARTMENT RECORDS DEPARTMENT: 727-841-4550 OPT. 2, SERGEANT MATTHEW PATSCH, NEW PORT RICHEY POLICE DEPARTMENT, 6739 ADAMS STREET, NEW PORT RICHEY, FL 34652, PATSCHM@CITYOFNEWPORTRICHEY.ORG

20. NOTICES: Any notice or other written communications between **BCBH** and **NPR** shall be considered delivered when posted by certified mail, return receipt requested, or delivered in person to the respective party at the addresses listed below:

To: BCBH

BayCare Behavioral Health
7809 Massachusetts Avenue
New Port Richey, FL 34653

To: NPR

New Port Richey Police Department
6739 Adams Street
New Port Richey, FL 34652

With copy to:

BayCare Health System, Inc.
2985 Drew Street
Clearwater, Florida 33759
Attn: Legal Services Department

21. RESOLUTION OF DIFFERENCES: The Parties will create a process to resolve disputes or differences and to solve problems, working first to resolve disputes between them. The process will include timelines for regular meetings to review the MOU, plan collaborative activities, update each other on the plan achievement, and resolve issues. Each Party will identify a liaison to be responsible for MOU communication and plan implementation.

- 22. INSURANCE:** BCBH will provide NPR at the time of the execution of this MOU a Certificate of Insurance indicating workers' compensation, general liability, property, and casualty coverage in an amount adequate to meet contract requirements, attached hereto as Exhibit "A". BCBH's insurance will be primary and non-contributory as it relates to the work performed under this MOU. The Certificate of Insurance must contain an endorsement naming "City of New Port Richey, Florida" as additional insured and certificate holder. The Certificate of Insurance must also contain waiver of subrogation in favor of NPR. NPR shall provide BCBH a Certificate of Insurance indicating workers' compensation, general liability, property, and casualty coverage in an amount adequate to meet contract requirements, attached hereto as Exhibit "A" and the work performed under this MOU. The Certificate of Insurance must contain an endorsement naming "BayCare Health System, Inc." as additional insured and certificate holder. The Certificate of Insurance must also contain waiver of subrogation in favor of BayCare Health System, Inc. Notwithstanding the requirements of this section, either party may elect to satisfy any or all of the above insurance requirements by use of self-insurance, and/or a captive insurance company owned by the other party. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by either party shall be assumed by, for the account of, and at the sole risk of that party.
- 23. INDEPENDENT CONTRACTOR:** The relationship between the Parties is that each party is independent of each other and none is the agent of the other. Each Party and its officers, agents, and employees shall not be deemed to be the officers, agents, or employees of the other Party by virtue of this MOU.
- 24. WAIVER:** This MOU shall not be construed as a waiver of any rights to sovereign immunity granted to BCBH and NPR under the laws and Constitution of the State of Florida. No waiver under this MOU will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein.
- 25. SEVERABILITY:** If any provision of this MOU is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this MOU will otherwise remain in full force and effect and enforceable.
- 26. LICENSES:** BCBH and its employees and staff shall be duly licensed as required to perform services by the state, county and/or municipality where services are to be performed.
- 27. CJIS INFORMATION:** The FBI Criminal Justice Information Services (hereinafter referred to as "CJIS") Security Policy Version 5.9 mandates all agencies connected to the FBI CJIS systems adhere to regulations set forth within the Security Policy. Part of the Security Policy outlines directives dealing with personnel security. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy and in the Security Addendum, which can be found in Appendix H, which will be provided to BCBH upon request. These sections include information on documentation which should be maintained in order to remain in compliance

with the Security Policy. **BCBH** shall follow all CJIS Security Policy rules and regulations, as applicable. In the event an employee or agent of **BCBH** working with **NPR** in accordance with this MOU is no longer employed by **BCBH**, **BCBH** shall immediately notify **NPR**.

28. EXCLUDED PROVIDER: Each party represents and warrants that it is not, and at no time has been, excluded, debarred, suspended, or been otherwise determined to be, or identified as, ineligible to participate in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the “Governmental Program”). Each party shall immediately notify the other of any threatened, proposed, or actual exclusion from any Governmental Program. In the event that either party is excluded from any Governmental Program during the Term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that either party is in breach of this Section, this MOU shall, as of the effective date of such exclusion or breach, automatically terminate. In the event that any employee, agent, or independent contractor of either party is excluded from any Governmental Program, that party must immediately remove that employee, agent, or independent contractor from providing services pursuant to this MOU. Without limiting any sovereign immunity and to the extent permitted by law, each party shall indemnify, defend, and hold harmless the other against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, arising, directly or indirectly, out of any violation of this section.

29. SCRUTINIZED COMPANIES; E-VERIFY: This MOU may be terminated by **NPR** if **BCBH** is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel under Section 287.135 Florida Statutes. **BCBH** shall verify the immigration status of all of its employees in accordance with section 448.095 Florida Statutes, using the federal E-Verify system, and shall provide **NPR** an affidavit of compliance with the aforesaid statute within thirty (30) days of the Effective Date. This MOU may be terminated by **NPR** if **BCBH** is found to have violated or is suspected of violating section 448.095 Florida Statutes.

By signing this MOU, both agencies acknowledge that it has read and agrees to the contents therein and the representative executing this MOU as the full authority to do so.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding by their undersigned officials as duly authorized.

BayCare Behavioral Health, Inc.

City of New Port Richey, Florida

By: _____

By: _____

Name: _____

Name: Debbie L. Manns

Title: _____

Title: City Manager

Date: _____

Date: _____

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

Professional Services

Required Insurance Coverage. Each party shall obtain, pay for, and maintain in full force and effect during the term of this Agreement the following minimum levels of insurance:

1. Workers' Compensation and Employers' Liability insurance with minimum limits of \$100,000 bodily injury each accident/\$500,000 bodily injury by disease policy limit/ \$100,000 bodily injury by disease each employee. Policy to include Waiver of Subrogation in favor of the other party identified in MOU.
2. Commercial General Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage. Policy to be written using ISO form CG0001 (or equivalent) and should be endorsed to include the following if not already contained in the policy language:
 - A. Other party as identified in MOU to be included as additional insured;
 - B. To provide the policy is primary & non-contributory insurance with respect to any other insurance available to either party as to any claim for which coverage is afforded under the policy;
 - C. To provide that the policy shall apply separately to each insured against whom a claim is made or suit is brought; and
 - D. Waiver of Subrogation in favor of other party as identified in MOU.
3. Cyber Risk Liability (Network Security/Privacy Liability) insurance with limits of one million (\$1,000,000) per claim and two million (\$2,000,000) annual aggregate covering any release of private or confidential information whether electronic or non-electronic, network security breach, denial of loss of service, unauthorized access and use and spread of malicious software code.
4. Errors and Omissions Liability/Professional Liability with limits of two million (\$2,000,000) per claim and two million (\$2,000,000) annual aggregate.
5. To the extent any insurance coverage required under this MOU is purchased on a "claims-made" basis, such insurance shall cover all prior acts of the other party during the term of this MOU and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this MOU for any reason. If such insurance is not continuously maintained, then the other party shall purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of this MOU for any reason, to provide coverage for at least three (3) year from the occurrence of either such event.
6. Certificates of Insurance. Current certificates of Insurance evidencing all coverages described in this Exhibit shall be furnished to the other party prior to the inception date of the MOU.

Certificates shall indicate the retroactive date should any required policy be written on a claims-made basis, coverage/endorsement form numbers and edition dates used. Should any non-ISO forms be used, complete copies of the policy form and/or endorsement shall be attached to the certificate. Certificate shall list specific project name and address. Additionally, certificate holder name should reflect the other as identified in MOU.

7. Cancellation Or Lapse of Insurance. Each party shall give thirty (30) calendar days prior written notice to the other party of cancellation, non-renewal, or material change in coverage, scope, or amount of any policy.
8. Other Insurance Requirements. Insurance policies required hereunder shall be issued by insurance companies (i) authorized to do business in the State of Florida, and (ii) with a financial rating of at least an A-VII status as rated in the most recent edition of A.M. Best's Insurance Reports.
9. Any exception to these requirements must be approved in writing by the other party.
10. Either party may fulfill its insurance obligations through self-insurance. The rights to self-insure are conditioned upon and subject to (a) the party now having and hereafter maintaining a tangible net worth of \$100,000,000 and (b) the party maintaining appropriate loss reserves for the amount of self-insurance obligations under this MOU and otherwise which are actually derived in accordance with accepted standards of the insurance industry and accrued (i.e. charged against earnings) or otherwise funded. In the event the party fails to fulfill the foregoing self-insurance requirements, then the party shall immediately lose the right to self-insure and shall be required to provide the applicable insurance, provided, however that the party's self-insurance shall continue in full force and effect until the applicable insurance is issued by a qualified insurance company.

In the event that a party elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, the party shall: (a) undertake the defense of any such claim, including a defense of the other party at the party's sole expense, and (b) use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by the party to self-insure.