



AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM

This Agreement (“Agreement”) is between CITIZENS PROPERTY INSURANCE CORPORATION (“**Citizens**”), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and [VENDOR NAME] (“**Vendor**”) having its principal place of business at [VENDOR ADDRESS]. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

Recitals

On June 6, 2017, Citizens issued a Request for Proposal No. 17-0014 for Employee Assistance Program (the “Solicitation”). Vendor’s Proposal was accepted by Citizens, subject to the terms set forth in this Agreement.

In consideration of the mutual promises and restrictions stated in this Agreement, the Parties acknowledge and agree as follows:

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. “Citizens” means Citizens Property Insurance Corporation, a State of Florida legislatively created government entity governed by subsection 627.351(6), Florida Statutes, and the Plan of Operation adopted, which is available on Citizens’ website at www.citizensfla.com.
 - 1.2. “Citizens Confidential Information” means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is either: (a) Protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 69O-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); (b) private information concerning Citizens’ employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers’ license numbers, personal email addresses, personal phone numbers, and home addresses); or, (c) related to any Citizens’ manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. “Citizens Confidential Information” does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information.

- 1.3. "Citizens' Normal Operating Hours" means 8am to 5pm ET Monday through Friday (excluding Citizens listed holidays):
- 1.4. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.5. "Effective Date" means the date on which the last Party executes this Agreement and the date upon which this Agreement is effective and commences.
- 1.4. "Participant" means any Citizens employee or member of their family who utilizes the Services.
- 1.5. "Program Effective Date" means January 1, 2018, the initial date on which Services shall be commenced for Participants.
- 1.6. "Services" means all services and Deliverables to be provided by Vendor to Citizens under this Agreement. If any service or Deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
- 1.7. "Vendor Staff" means any of Vendor's employees, agents, subcontractors or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information.
- 1.8. "Work Product" means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, created for Citizens under this Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

2. Term and Renewals.

- 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for three (3) calendar years, beginning on January 1, 2018 (the "Program Effective Date").
- 2.2. Renewals. This Agreement may be renewed for three (3), one (1) year renewal periods either: (a) by Citizens, at its discretion upon ninety (90) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any written amendments signed by the Parties. The combined renewals shall not exceed the original term of this Agreement.

3. Services; Service Requirements.

- 3.1. General Description. Vendor shall implement and provide a program to Citizens' Participants that provides confidential support in regard to management of work, home, health, life, financial, and legal issues, (the "Employee Assistance Program"), as detailed in this Agreement.
- 3.2. Implementation and Orientation. Vendor shall develop and carry out a plan that provides for the implementation and promotion of the Employee Assistance Program ("Implementation Plan"). The Implementation Plan will address work to

be performed prior to the Program Effective Date and should identify all milestones, key dependencies, and other critical tasks. At a minimum, the plan will include the following:

- 3.2.1. Participation in Citizens Open Enrollment Fairs for the 2018 Plan Year, which are anticipated to be held at each of the Citizens office locations on the following dates:
 - a. October 18, 2017 – Jacksonville
 - b. October 19, 2017 – Jacksonville
 - c. October 23, 2017 – Tampa
 - d. October 25, 2017 – Tallahassee
- 3.2.2. Creation and delivery of communication materials, subject to Citizens customization and approval, designed to familiarize Citizens employees with the Employee Assistance Program. Materials should include Citizens' name and logo.
- 3.2.3. Initial Training/Orientation Sessions. Vendor shall provide no fewer than two hours of Orientation Sessions at each of the Citizens offices. Sessions must be live/interactive and may be delivered in-person or via web conferencing. Two types of sessions must be provided:
 - 30 minute employee orientation sessions
 - One hour supervisor orientation sessions
- 3.2.4. Creation and delivery of orientation materials to be provided to Citizens employees related to the Orientation Sessions.
- 3.2.5. **NOTE: SECTION 3.2 WILL BE FINALIZED IN ACCORDANCE WITH VENDOR'S PROPOSAL – SUBJECT TO AGREEMENT FINALIZATION**
- 3.3. Intake and Assessment. Upon engagement by a Participant, Vendor shall conduct a comprehensive evaluation of Participant's situation to determine and coordinate the most appropriate level of care for common problems including, but not limited to:
 - 3.3.1. Acute behavioral issues (i.e. suicide, homicide, emergencies);
 - 3.3.2. Addictions (i.e. alcohol, drugs, co-dependency);
 - 3.3.3. Emotional/psychological issues;
 - 3.3.4. Relationship/family issues;
 - 3.3.5. Domestic abuse;
 - 3.3.6. Legal issues;
 - 3.3.7. Financial issues; and/or
 - 3.3.8. Workplace violence.

Vendor shall provide for intake and assessment through a Vendor provided toll free line, available 24 hours a day, 7 days a week. If circumstances should reasonably indicate that a Participant requires emergency behavioral counseling services, the Participant will be referred and scheduled within 48 hours of contacting Vendor (unless the Participant refuses to schedule the appointment). If the circumstances should reasonably indicate to Vendor that a Participant poses

an imminent risk to self or others, Vendor shall request a safety check through the Participant's local authorities as appropriate.

3.4. Behavioral Counseling Services. The Vendor shall provide behavioral health counseling, which includes follow-up and efficient case management, as detailed below.

3.4.1. Face-to-Face Counseling Sessions. Vendor shall provide face-to-face counseling sessions with a local provider through Vendor's provider network. Vendor shall provide three (3) face-to-face sessions per presenting problem through the Vendor's provider network. If the Participant's presenting problem is determined to not be resolvable in three (3) face-to-face sessions, the Vendor shall facilitate a referral for continued treatment through a provider within the Participant's benefit plan (or community resources if no benefit plan). Vendor shall ensure that face-to-face services are available for all Participants and provide a network of affiliated sites within 25 miles of each listed office location.

Citizens Office Locations

- 301 West Bay Street, Jacksonville, FL 32202
- 2101 Maryland Circle, Tallahassee, FL 32303
- 3802 Coconut Palm Drive, Tampa, FL 33619

3.4.2. Telephonic Counseling Sessions. Unlimited telephonic consultation that is available through a toll free line, 24 hours a day, 7 days a week;

3.4.3. Online Resources. Vendor shall provide resources that will be available 24 hours a day, 7 days a week;

3.4.4. Management Consultation. Vendor shall provide unlimited technical and Citizens policy-based consultation to Citizens supervisory management team members regarding workplace concerns, including formal and informal employee referrals to Behavioral Counseling Services, employee relations, workplace violence, organizational re-engineering, critical incident response, and substance-use evaluations. Vendor shall provide access to Human Resource experts to assist in the orientation and evaluation of any employee issue. Consultation includes the following:

- a. Outlining the types of issues and problems which need to be addressed;
- b. Coaching management/supervisor on how to recognize issues that may be reducing an employee's productivity;
- c. Explaining how to make a timely and tactful informal referral;
- d. Giving special information on recognizing signs of substance abuse and the potential for workplace violence;
- e. Assisting with mediation between manager/supervisor and employee when required or requested; and
- f. Instructing manager/supervisor on how to contact Vendor management for consultation and referral.

3.5. Work-Life Program. Vendor shall provide consultation on legal, financial, and family issues through Vendor's Work-Life Program.

- 3.5.1. Family Services. Vendor shall provide assessment and consultation on issues such as, parenting, adoption, child and elder care, special needs, disability, disaster relief, and personal & convenience services. For an unlimited number of issues, Vendor shall provide unlimited telephonic assessment and consultation through a toll-free line, three (3) to five (5) local referrals, and resources and information relevant to the Participant's needs.
- 3.5.2. Legal Services. For an unlimited number of issues, Vendor shall provide Participants with unlimited telephonic access through a toll-free line to Vendor's in-house team of attorneys. Vendor shall also provide referrals to local attorneys that include a minimum initial consultation time of thirty (30) minutes at no charge for matters concerning legal services and thereafter a [Number] percent (##%) reduction in the attorney's customary rates. However, Vendor does not guarantee the availability of discounted fees in certain rural areas.
- 3.5.3. Financial Services. Vendor shall provide Participants with unlimited telephonic access through a toll-free line, on an unlimited number of issues, to Vendor's professionally certified financial experts. Vendor's experts will provide consultation on personal finance and related issues, such as budgeting, financial planning, bankruptcy, mortgages, and credit reports. Vendor shall have no limit on financial services referrals.
- 3.5.4. **NOTE: SECTION 3.5 WILL BE FINALIZED IN ACCORDANCE WITH VENDOR'S PROPOSAL – SUBJECT TO AGREEMENT FINALIZATION**
- 3.6. Guidance Resources. Vendor shall provide unlimited access 24 hours a day, 7 days a week to a variety of electronic tools, online and mobile, and information relating to all Services provided in this Agreement. Vendor's website provides information, resources, tools and other features on topics such as health and wellness; law and regulations; family and relationships; work and education; money and investments; consumer and leisure; home and auto; emergency resources, and identity theft. It shall include:
- 3.6.1. Interactive tools and assessments such as financial calculators, budgeting spreadsheets, language translator and personal issue quizzes;
- 3.6.2. Videos, podcasts, and slideshows to assist with preventing, correcting, and recovering from identity theft;
- 3.6.3. Emergency information, including information on emergency contact numbers, shelters, locations for supplies and sandbags, pet evacuation procedures, and other useful information needed during a disaster
- 3.6.4. Customized child care provider/facility lookup and mapping for local resources;
- 3.6.5. Comprehensive elder care facility lookup by location, with ratings and rankings research and current availability;
- 3.6.6. Searchable information regarding colleges and universities, career schools, graduate programs, scholarship and testing information;
- 3.6.7. Attorney resource lookup and mapping;
- 3.6.8. Links to economically create simple legally binding wills;

- 3.6.9. Financial planner lookup and mapping;
- 3.6.10. Mobile friendly website geared to all smart phones regardless of brand or carrier; and,
- 3.6.11. Ability for Participants to ask questions and receive responses from an expert via email.
- 3.7. Follow-up: Vendor shall follow-up with all Participants after each contact with Vendor for services. All follow-up evaluations will be at the discretion of the Participant.
- 3.8. Critical Incident Service. As and when determined necessary by Citizens, Vendor shall provide on-site and off-site response to crisis affecting Citizens workplace and employees. Sites could be at any of Citizens locations or other sites around the state of Florida. Upon request, Vendor will develop an action plan and assist Citizens Managers with facilitating On-site Critical Incident Stress Debriefing Sessions, which are conducted by Vendor, within 24-hours of a confirmed critical incident. Upon request, Vendor will also conduct follow-up calls with affected participants after each incident. For major incidents affecting multiple Vendor customers, Services also include quick dissemination of information through the Vendor's web site.
- 3.9. Training. Vendor shall provide to Citizens periodic informational material (such as newsletters/e-briefs, webinars, etc.) related to EAP benefits. Upon Citizens' request, Vendor will conduct training sessions for Citizens employees. Vendor shall provide no fewer than five (5) hours of on-site training per year at no additional cost to Citizens.
- Vendor shall offer a choice of three training formats for workshops, orientation sessions, and critical incident services. The training format will be determined by Citizens as part of its request. The three methods of delivery must include:
- a. Face-to-Face. To include on-site facilitators to conduct workshops or lunch-and-learn type sessions.
 - b. Remote. For groups or individuals who are in multiple locations with the need for workshops or lunch-and-learn type sessions. Remote Training will not be considered on-site training, and will not count toward the number of on-site training hours, unless such training is conducted at a Citizens Office Location.
 - c. Train-the-Trainer. To include a Vendor representative to assist in the preparation and facilitation of Citizens employee-to-employee based training sessions.
- 3.10. Temporary Suspension of Services. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the Services in accordance with the suspension notice. Within ninety (90) calendar days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 12.1. to terminate this Agreement without cause. Nothing in this Section allows Citizens to withhold or delay any payment for

Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.

3.11. Key Vendor Staff Resources. Vendor shall provide the following Key Vendor Staff resources:

3.11.1. Account Manager. Vendor shall provide an Account Manager who will coordinate, communicate, and report the outcome of the Employee Assistance Program to Citizens Contract Manager. The Account Manager shall be the primary point of contact with respect to the Services and must be available to Citizens Contract Manager during Citizens Normal Operating Hours. Vendor's Account Manager is responsible for providing all required Deliverables (including reports) and for escalating and/or resolving account service issues when necessary.

3.11.2. After Hours Point of Contact. Vendor shall provide a point of contact that is available outside of Citizens Normal Operating Hours in the event of an emergency.

3.11.3. Changes to Key Vendor Staff Resources will require prior written approval by Citizens' Contract Manager or designee.

3.12. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.

If Vendor knows or learns of circumstances indicating that a Vendor Staff member (a) lacks the proper training or qualifications to perform the Services; or, (b) is lacking in honesty or integrity, then Vendor shall not allow that person to perform Services under this Agreement. Further, if Citizens reasonably determines that a Vendor Staff member is unsuitable for his/her role under this Agreement, Citizens has the right to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens. Reports will be accessible through Vendor's website.

3.13. Reporting. Vendor shall provide Citizens with the following standard and routine reports.

3.13.1. Quarterly Reports. Vendor shall provide the following reports on a quarterly basis, within 45 days of the end of a reporting quarter.

- a. Utilization Report, including at least the following sections:
 - Executive summary (brief narrative including notable metrics and utilization trends, key observations, comparisons to historical or peer utilization);
 - Utilization Metrics (by service type and utilization method) including cumulative number of Citizens Participants seen, volume and rate of presenting problems/nature of participant issues, number of new Citizens Participants utilizing services, and utilization rates);
 - Demographic information;
 - Case resolution metrics;
 - Consultation metrics (type and volume);

- Referral metrics (volume of Participants referred to types of providers, including referral source/type); and
 - Recommendations (intervention and promotion strategies, recommendations for program direction)
- b. Service Level Standards Report. See Section 4.5.2 for additional details.
- 3.13.2. Annual Reports. Vendor shall provide the following reports on an annual basis, within 60 days of the end of a calendar year.
- c. Audit Reports. See Section 15.3.1 for details.
- 3.13.3. **NOTE: SECTION 3.13 WILL BE FINALIZED IN ACCORDANCE WITH VENDOR'S PROPOSAL – SUBJECT TO AGREEMENT FINALIZATION**

4. Service Warranties and Standards.

- 4.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional, first-class manner in accordance with this Agreement and the standards prevailing in the industry. To this end, Vendor shall undertake the following actions without additional consideration during the term of this Agreement and for one (1) year thereafter: (a) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting any of the Services or information furnished. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranties and covenants in this Section will extend to and bind Vendor's subcontractors, if any.
- 4.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall notify Citizens of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations.
- 4.3. Trained and Qualified Vendor Staff. Vendor warrants that all Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.
- 4.4. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary.
- 4.5. Service Level Standards. In addition to all other requirements in this Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level

Standards set forth below:

- 4.5.1. Service Levels. [NOTE: THESE WILL BE DETERMINED IN ACCORDANCE WITH VENDOR'S PROPOSAL – SUBJECT TO AGREEMENT FINALIZATION]
- 4.5.2. Reports. On a quarterly basis, in arrears and no later than 45 calendar days following the end of the reporting quarter, Vendor shall provide reports to Citizens documenting the performance of the Services as compared to the Service Level Standards. The reports shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a historical trend report for the Service Level. Historical Service Level reports shall be available to Citizens upon request and at no additional cost. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than quarterly, to review Vendor's performance as it relates to the Service Level Standards. If Vendor fails to provide a report for a Service Level Standard in the applicable timeframe, the Service Level Standard shall be deemed to be completely failed for the purposes of calculating a Service Credit.
- 4.5.3. Failure to Meet Service Level Standards. Time is of the essence in meeting the Service Level Standards. If Vendor does not meet a Service Level Standard, Vendor shall issue the applicable Service Credits as agreed upon herein. The Service Credits will be issued on Vendor's next invoice to Citizens for the Services. The Service Credits are intended only to cover the diminished value of a Service that is delivered to Citizens. The acceptance of a Service Credit does not waive Citizens' right to pursue other remedial actions or claims under this Agreement. To the extent the underlying acts or omissions constitute an event of default under another section of this Agreement, Citizens may declare an event of default under that section. Notwithstanding the issuance of a Service Credit, Vendor shall use its best efforts to minimize the impact or duration of any outage, interruption or degradation of Service. In no case shall Citizens be required to notify Vendor that a Service Credit is due as a condition of payment of the same.
- 4.5.4. Termination for Repeated Failures [REPRESENTATIVE EXAMPLE]. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Vendor fails to meet any Service Level Standard for four (4) months out of any rolling twelve (12) month period.
- 4.5.5. Temporary Suspension of Service Level Standards [REPRESENTATIVE EXAMPLE]. Vendor will be excused for failing to meet any Service Level Standard if and to the extent such failure is excused under Section 16.18. Vendor shall advise Citizens in writing as soon as possible of any circumstance or occurrence which would excuse or affect Vendor's ability to achieve any of the Service Level Standards. In all such cases, Vendor

shall continue to make all reasonable efforts to achieve the Service Level Standards. Suspension of a Service Level Standard shall not excuse Vendor from accumulating data relevant to that Service Level Standard and reporting such data to Citizens as part of the reports required herein.

- 4.5.6. Audits [REPRESENTATIVE EXAMPLE]. No more than quarterly, Citizens or Citizens' agent shall have the right to audit Vendor's books, records, server logs and other measurement and auditing tools to verify Service Level Standard achievement and to determine correct payment of any Service Credit. Where it is determined that any Service Credit was due to Citizens but not paid, Vendor shall immediately owe to Citizens the applicable Service Credit.

5. Deliverables and Work Product.

- 5.1. Deliverables. Each Deliverable must be provided by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to: (a) as a financial consequence withhold any payment associated with the Deliverable until such delivery is made; and / or, (b) terminate this Agreement for cause in accordance with the notice and cure provisions set forth in Section 12.2 below.

Deliverable	Description	Due Date
Implementation Plan (Section 3.2)	As defined and outlined in the Contract and written by Vendor and approved by Citizens	Within 30 days of Contract execution
Participation in Open Enrollment Fairs (Section 3.2.1)	Staffing at each of the Open Enrollment Fairs	
Communication Materials (Section 3.2.2)	Customized materials designed to familiarize Citizens employees with the EAP	As specified in approved implementation plan
Initial Training/Orientation Sessions (Section 3.2.3)	No fewer than two hours of Orientation Sessions at each of the Citizens office locations	As specified in approved implementation plan
Initial Training/Orientation Materials (Section 3.2.4)	Customized materials to be provided to Citizens Employees related to the Initial Training/ Orientation Sessions	As specified in approved implementation plan
Dedicated toll free access line (Section 3.3)	As defined and outlined in the Contract	Within 30 days of Contract execution
Critical Incident Service (Section 3.8)	On-site Critical Incident Stress Debriefing Sessions	Within 24 hours of notification of a confirmed critical incident
Standard Reports (Section 3.13)	As defined and outlined in the Contract and written by Vendor and approved by Citizens	As specified in Section 3.13
Corrective Action Plan (Section 7.3)		

Proof of Insurance Coverage (Section 10.10)	As defined and outlined in the Contract, Vendor will maintain and provide certificates of insurance	Immediately upon Contract execution
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Deliverable frequency or due dates may only be modified upon written agreement between both Parties.

- 5.2. Deliverable Acceptance. Where the Contract requires the submission of deliverables to Citizens, mere receipt or a lack of response by Citizens shall not be construed to mean or imply acceptance of those deliverables. It is specifically intended by the parties that acceptance in writing of the required deliverables shall constitute a separate act. The submitted deliverables will be considered accepted once approved, in writing, by Citizens. Citizens' reserves the right to reject deliverables as incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract. Citizens, at its option, may allow additional time within which the Vendor may remedy the objections noted by Citizens.
- 5.3. Title to Work Product. With the exception of the Pre-Existing Materials described in Section 5.4., Citizens will have all right, title and interest in and to each Work Product and any derivative works relating thereto (including ownership of copyrights). The use of these Work Products in any manner by Citizens shall not support any claim by Vendor for additional compensation. Each Work Product, and any portion thereof, shall be a "work made for hire" for Citizens pursuant to federal copyright laws. To the extent any of the Work Product is not deemed a work made for hire by operation of law, Vendor hereby irrevocably assigns, transfers, and conveys to Citizens, or its designee, without further consideration all of its right, title, and interest in such Work Product, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Vendor acknowledges that Citizens shall have the right to obtain and hold in its own name any intellectual property right in and to the Work Product. Vendor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Citizens may reasonably request, to perfect or evidence Citizens' ownership of the Work Product. This Section shall survive the termination of this Agreement.
- 5.4. Pre-Existing Materials.
- 5.4.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents, copyrights, or other intellectual property that have been previously developed, purchased, licensed, or acquired by Vendor or by third parties (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor or the third parties. Where Vendor seeks to embed Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.
- 5.4.2. If and to the extent any Pre-Existing Materials of Vendor are embedded or incorporated in the Work Product, Vendor hereby grants to Citizens the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Pre-existing Materials

and any derivative works thereof for Citizens' internal business purposes only; and, (b) authorize others to do any or all of the foregoing for Citizens' internal business purposes only.

5.4.3. If and to the extent any Pre-Existing Materials of third parties are embedded or incorporated in the Work Product, Vendor shall secure for Citizens an irrevocable, perpetual, non-exclusive, worldwide, royalty-free and fully paid-up right to use, execute, display, and perform such Pre-Existing Materials. Vendor shall secure such right at its expense and prior to incorporating any such Pre-Existing Materials into any Work Product, and such right must include, if practicable, a right to: (a) copy, modify, and create derivative works based upon such Pre-Existing Materials; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider of Citizens. This Section does not apply to standard office software (e.g., Microsoft Office).

5.5. The provisions of this Section shall survive the termination of this Agreement.

6. Changes.

6.1. Citizens may require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that: (a) such Change is within the general scope of this Agreement; and, (b) Citizens will make an equitable adjustment in Vendor's compensation or delivery date if a Change materially affects the cost or time of performance of the Services. Such equitable adjustments require the written consent of Vendor, which consent shall not be unreasonably withheld, delayed or conditioned. The Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

6.2. A Change resulting in an increase or decrease to Vendor's compensation or the scope of Services must be evidenced by a formal amendment to this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

7. Acceptance.

7.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a thirty (30) calendar day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services, with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights as expressly provided in this Agreement.

7.2. Opportunity to Cure. Upon being advised of Citizens' rejection of Services within the Acceptance Period, Vendor shall have thirty (30) calendar days to cure any deficiency identified by Citizens (the "Cure Period"). In the event Vendor is unable to cure said deficiency within the Cure Period, Citizens may, in its sole discretion,

terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity. This Cure Period applies only to the failure to deliver Services as specified in this Agreement and is a limited exception to the general cure period set forth in Section 12.2.

- 7.3. Corrective Action Plan. At any stage during the Cure Period or whenever Citizens identifies a deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a cause analysis to identify the cause of the deficiency; (b) provide a written plan (the "Corrective Action Plan") detailing the cause of, and procedure for, correcting such deficiency (Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions); (c) implement the Corrective Action Plan as approved by Citizens; and, (d) provide Citizens with satisfactory assurance that such deficiency will not reoccur following the implementation of the Corrective Action Plan. In the case of a deficiency identified by Citizens during an Acceptance Period, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur before the end of the Cure Period provided above, unless otherwise agreed to by Citizens in its sole discretion.

8. **Compensation**. [SUBJECT TO AGREEMENT FINALIZATION]

- 8.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services and reimbursable expenses under this Agreement (a) shall not exceed a total dollar amount of \$[DOLLAR AMOUNT]; and, (b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.
- 8.2. Compensation Schedule. Vendor will be paid on a [Frequency] basis for the Services accepted by Citizens in the preceding [Period] according to the following: [SECTION 8.2 WILL BE FINALIZED IN ACCORDANCE WITH VENDOR'S PROPOSAL]
- 8.3. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall also submit a copy, marked as duplicate, of the original, invoice to Citizens' Contract Manager or designee. All invoices and payment credits must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 In accordance with the Compensation Schedule and must include, at a minimum, the following: (a) Agreement / task order number / purchase order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 8.9.); and, (h) itemized Services for which compensation is being sought.
- 8.4. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) calendar days of

Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) calendar days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) calendar days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.

- 8.5. Early Payment Discount. Citizens and Vendor agree to an early payment discount where payment is net ten (10) calendar days of Citizens' actual receipt of a complete and undisputed invoice. Citizens shall be entitled to reduce the invoiced amount by a **two-percent (2%)** early payment discount. The invoice will be marked "early payment discount" by Citizens' Contract Manager or designee.
- 8.6. Travel-related Expenses. Vendor agrees that all travel expenses are included within the per employee per month regular compensation within Section 8.2, and will not be billed as an additional expense, absent special circumstances as may be authorized in advance by the Citizens Contract Manager. If pre-authorized, Vendors reimbursement must be submitted in accordance with the then current Vendor Travel Reimbursement Guidelines.
- 8.7. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 8.8. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 8.9. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

9. Indemnification and Limitation of Liability].

9.1. Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents and employees (each, an “Indemnitee” and collectively, the “Indemnitees”) from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, “Claims”), including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) breaches of any representations made by Vendor under this Agreement; (d) any claim that any Work Product violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor’s failure to timely forward a public records request to Citizens for handling; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Citizens, its officers, directors, agents, or employees.

9.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

9.1.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.

9.1.3. The obligations in this Section are separate and apart from, and in no way limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.

9.1.4. The provisions of this Section shall survive the termination of this Agreement.

9.2. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY: (A) SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT; OR, (B) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF TWICE THE AMOUNT OF FEES PAYABLE UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN AGREEMENT, EQUITY, TORT, OR OTHERWISE. THESE LIMITATIONS SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT; (B) ANY CLAIM OR

DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (C) ANY CLAIM OR DAMAGE TO THE EXTENT COVERED BY AN INSURANCE POLICY REQUIRED IN THIS AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN THIS AGREEMENT. NOTHING IN THIS SECTION OR IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER SECTION 768.28, FLORIDA STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Insurance.

- 10.1. Vendor Insurance Requirements. During the term of this Agreement, Vendor shall maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida:
 - 10.1.1. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder) and \$2 million in the aggregate;
 - 10.1.2. Professional Liability (errors and omissions) with minimum limits of \$1 million per claim and \$2 million in the aggregate, coverage shall be provided on a claims made and reported basis [For contracts where services involve policy holder home repairs: Coverage must be renewed for three (3) years after completion of the Services. The "retroactive date" for this policy, and any subsequent policies purchased as renewals or replacements, shall coincide with or precede the effective date of this Agreement. If the policy is terminated for any reason, Vendor agrees to purchase, or cause its professional staff and consultants to purchase, an extended reporting provision of at least three (3) years to report claims arising from Services performed prior to the termination of the policy and allow for reporting of incidents that might give rise to future claims]; and
 - 10.1.3. Business Interruption with coverage limits of not less than \$5 million.
- 10.2. Insurance Company Qualifications. Each company issuing policies required under Section 10.1. must: (a) be licensed to transact business in the State of Florida; and, (b) have an AM Best Financial Strength rating of "A-" or above.
- 10.3. [Note: Will be subject to contract finalization.] Acceptable Deductible Amounts. The policies required under Sections 10.1. and 10.2. shall not have deductibles in excess of \$100,000 per claim/occurrence. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of these policies. The payment of deductibles shall be the sole responsibility of Vendor.
- 10.4. Defense Costs. The limits of indemnity coverage required under Section 10.1. and 10.2. shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Section 10.1.5., Vendor may alternatively maintain coverage with minimum limits of \$2 million per claim and \$4 million in the aggregate.
- 10.5. Loss History. Vendor shall provide, or Vendor shall request its insurer to provide, upon request by Citizens, a list of claims paid (with amounts) in the three years

prior to the date of Citizens' request, together with a list of any outstanding claims with current reserves.

- 10.6. Vendor's Insurance is Primary. The insurance required under Section 10.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens' employee.
- 10.7. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 10. shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.
- 10.8. Waiver of Subrogation. The insurance required under Section 10 will include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.9. Coverage for Indemnity Obligations. The Commercial General Liability and Professional Liability coverages will cover claims made under the indemnity provisions of this Agreement.
- 10.10. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability and Professional Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 10.11. Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Sections 10.1 and 10.2. The certificates for Commercial General Liability, Umbrella Liability and Professional Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

11. Contract Administration.

- 11.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. All legal notices and contractual documents shall be sent to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management Office
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
Lori.Newman@citizensfla.com

Citizens shall provide written notice to Vendor of any changes to the Contract Administrator or Contract Manager; such changes shall not be deemed Agreement amendments.

- 11.2. Contract Managers. Each Party will designate a Contract Manager during the term

of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager

[Name]

[Department]

Citizens Property Insurance Corporation

[Address]

[City, State Zip]

[Phone]

[Email]

Vendor's Account Manager

[Name]

[Company Name]

[Address]

[City, State Zip]

[Phone]

[Email]

Vendor shall provide written notice to Citizens of any changes to the Contract Manager; such changes shall not be deemed Agreement amendments.

12. Agreement Termination; Transition Assistance.

12.1. Termination without Cause. By thirty (30) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed through the Termination Date but shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. In the event of Citizens' termination without cause, Citizens, at Citizens' sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.

12.2. Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the other Party, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than ten (10) calendar days from receipt of the notice). If the other Party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the Party claiming failure to perform may thereafter notify the other Party, in writing, that it considers the other Party in default and may terminate this Agreement and

pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 12.1.

- 12.3. Transition Assistance. At any time prior to the date this Agreement expires or terminates for any reason (either, the "Termination Date"), Citizens may request Vendor to provide transition assistance services ("Transition Assistance"). Vendor shall provide such Transition Assistance until Citizens notifies Vendor that Citizens no longer requires such Transition Assistance, which shall in no event be more than one-hundred and eighty (180) calendar days following the Termination Date.

12.3.1. Transition Assistance shall mean any transition services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a vendor are fully transitioned in a smooth and efficient manner to the purchaser or to a successor vendor. Transition Assistance includes the development and implementation of a detailed transition plan, if requested. To the extent the Transition Assistance will involve a successor vendor, Vendor agrees that it will cooperate with such successor vendor. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute Vendor's non-disclosure agreement.

12.3.2. Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Citizens. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the Parties prior to the rendering of the post-termination Transition Assistance, which rates shall not exceed the standard market rates Vendor charges to government entities for comparable services; provided however, that if Citizens terminates this Agreement because of a breach by Vendor, then the post-termination Transition Assistance shall be provided at no cost to Citizens. Vendor may withhold Transition Assistance after the Termination Date if Citizens does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Vendor.

13. Disputes

- 13.1. Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation. This section shall not apply if (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (b) the dispute is subject to another provision in this Agreement that includes a different dispute resolution process. For the sake of clarity, Citizens is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes.

- 13.2. Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be deemed to have been made in the State of Florida and shall be subject to, and governed by,

the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The Parties also agree to waive any right to jury trial.

13.3. The provisions of this Section shall survive the termination of this Agreement.

14. Records; Audits; Public Records Laws.

14.1. Record Retention. Vendor shall retain all records relating to this Agreement for the longer of: (a) five (5) years after the termination of this Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.

14.2. Right to Audit Records. Citizens shall have reasonable access to Vendor's facilities and the right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this Section. Vendor shall cooperate with auditor(s) and, provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during the audit within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audit procedures to assess Vendor's corrective action(s). Any entity performing auditing services pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees and, documentary fees.

14.3. Public Records Laws. Vendor acknowledges that Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may be subject to disclosure to third parties.

14.3.1. Protection of Vendor's Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of vendor's trade secrets and financial information. In order to protect any information provided to Citizens that vendor considers to be protected from disclosure under Florida law ("Vendors Confidential Information") Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

14.3.2. Responding to Request for Vendor Confidential Information. If Citizens receives a Public Records Request ("PRR") or a request from any

regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing, or electronically. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to indemnify and hold harmless any Citizens Indemnitee for any Claims, including attorneys' fees, costs, and expenses incidental thereto, incurred by Citizens in connection with this Section.

14.3.3. Vendor's Duty to Forward Records Requests to Citizens. Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

14.3.4. Additional Duties. To the extent Vendor is "acting on behalf of" Citizens as provided under Section 119.011(2), Florida Statutes, Vendor must: (a) keep and maintain public records required by Citizens to perform the Services; (b) upon request of Citizens' Records Custodian, provide Citizens 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; (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 term of this Agreement and following the completion of this Agreement if Vendor does not transfer the records to Citizens; and, (d) upon completion of this Agreement, transfer at no cost to Citizens all public records in possession of Vendor or, alternatively, Vendor may keep and maintain all records required by Citizens to perform the Services. If Vendor transfers all public records to Citizens upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to Citizens, upon request by Citizens' Records Custodian, in a format that is compatible with the information technology systems of Citizens.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (a) (850) 521-8302; (b) RECORDSREQUEST@CITIZENSFLA.COM; OR, (c) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 14.4. Vendor's Failure to Respond to Public Records Request. Vendor must comply with Citizens' request for records, including all documents, papers, letters, emails, or other materials in conjunction with this Agreement, within thirty (30) calendar days of Citizens' request. Vendor's failure to comply with Citizens request may be subject to penalties in accordance with Chapter 119.10, Florida Statutes. Vendor shall hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 14.5. The provisions of this Section shall survive the termination of this Agreement.

15. Security and Confidentiality.

- 15.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; and, (c) protect against unauthorized access to or use of Citizens Confidential Information that could cause harm or inconvenience to Citizens or any customer of Citizens.
- 15.2. Implementation of NIST 800-53 Controls. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor agrees to implement the privacy and security controls that follow the guidelines set forth in NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time.
- 15.3. Audit of Vendor's Privacy and Security Controls.
- 15.3.1. Audit Reports. For each calendar year during the term of this Agreement, upon sixty (60) calendar days of issuance but no later than the end of each calendar year, Vendor shall submit via email to Citizens Contract Manager or designee, a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report or SOC 2 type 2 report (for all Trusted Services Principles) relevant, as solely determined by Citizens, to the Services.
- 15.3.2. Right of Audit by Citizens. Without limiting any other rights of Citizens

herein, Citizens shall have the right to review Vendor's privacy and security controls prior to the commencement of Services and from time to time during the term of this Agreement. Such review may include Citizens' right, at its own expense and without notice, to perform (or have performed) an on-site audit of Vendor's privacy and security controls. In lieu of such an audit, Citizens may require Vendor to complete, within thirty (30) calendar days of receipt, an audit questionnaire provided by Citizens regarding Vendor's privacy and security programs.

- 15.3.3. Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls.
- 15.4. Data Encryption. Vendor and Vendor Staff will encrypt all electronic communications containing Citizens Confidential Information using a strong cryptographic protocol that is consistent with industry standards.
- 15.5. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens Confidential Information on portable external storage devices or media (such as "thumb drives," compact discs, or portable hard drives).
- 15.6. Data Export. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens Confidential Information outside of the United States.
- 15.7. Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).
- 15.8. Labeling of Confidential Information. Any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the information is confidential.
- 15.9. Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.
- 15.10. Transmission of Confidential Information Materials. In the event it is necessary to transport materials containing Citizens Confidential Information via mail, parcel delivery service or other means, Vendor Staff must subsequently verify that such materials have been received by the intended parties.
- 15.11. Disposal of Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third party shredding company is permissible).
- 15.12. Authority to Disclose Confidential Information to Others. Vendor acknowledges and agrees that any Citizens Confidential Information disclosed to or acquired by Vendor is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services. Vendor shall restrict access to Citizens Confidential

Information to Vendor Staff who will actually perform Services and Vendor shall provide such Vendor Staff with work environments that protect against inadvertent disclosure to others. Vendor shall be solely responsible for informing any individual or entity with access to Citizens Confidential Information of the provisions of this Agreement and shall be responsible for any acts of those individuals and entities that violate such provisions.

- 15.13. Unauthorized Disclosure of Confidential Information. Vendor shall notify Citizens as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of Citizens Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. Pursuant to Section 501.171, Florida Statutes, if Vendor maintains computerized data that includes personal information, as defined in such statute, on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.
- 15.14. Return of Confidential Information. During the term of this Agreement, upon Citizens written request or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely.
- 15.15. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately inform Citizens in writing of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Agreement, at Citizens' sole election, at any time after the inability becomes known to Citizens.
- 15.16. Remedies. Vendor acknowledges that breach of Vendor's obligation of data security and confidentiality may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section, in addition to any other legal remedies which may be available, including, at the sole election of Citizens, the immediate termination, without penalty to Citizens, of this Agreement in whole or in part.
- 15.17. Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Confidential Information in connection with this Agreement.
- 15.18. The provisions of this Section shall survive the termination of this Agreement.

16. Miscellaneous.

- 16.1. Process and System Requirements. Within thirty (30) calendar days of execution of the Agreement, at its own cost and expense, Vendor shall have in place and ready for use all of the appropriate processes, systems, software, and hardware to ensure its ability to perform Services. Vendor agrees to execute any third party agreements to permit it to obtain access to Citizens' systems. Vendor shall provide

Citizens with proof that it meets all of the requirements of this provision prior to performing Services.

- 16.2. Business Continuity and Disaster Recovery Plan. Vendor shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within [written number] ([numeral] calendar days of execution of the Agreement, at its own cost and expense, Vendor shall provide to Citizens evidence and results of its tested business continuity/disaster recovery plan and annually thereafter by April 15th during the term of this Agreement.
- 16.3. Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.
- 16.4. Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor shall promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 16.5. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 16.6. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 16.7. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement.
- 16.8. Subcontracting. Vendor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Citizens' consent to Vendor's request to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.

- 16.9. Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 16.10. Headings. The sections and headings herein contained are for the purposes of identification only, and shall not be considered as controlling in construing this Agreement.
- 16.11. Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in disciplinary action, up to and including contract termination. Vendor may only use the approved Citizens logo, which is available for download at: <https://www.citizensfla.com/about/mediaresources.cfm>.
- 16.12. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 16.13. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof. [Optional: Notwithstanding the foregoing, the representations and warranties in Section[s] Section Number(s)] of the Vendor's response to the Solicitation are hereby incorporated into this Agreement and reaffirmed by Vendor.]
- 16.14. Modification of Terms. This Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens' acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.
- 16.15. Assignments. This Agreement shall inure to the benefits of, and be binding upon, the successors and assigns of each Party, but only as permitted under this

Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Vendor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Citizens.

- 16.16. Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor's ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require Citizens' prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 16.17. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 16.18. Force Majeure. Neither Party shall be responsible for delays in performance if the cause of the delay was beyond that Party's control (or the control of its employees, subcontractors or agents). To be excused from a delay in delivering a Service, Vendor must notify Citizens in writing of the delay and describe the cause of the delay within five (5) calendar days after the date Vendor knew or should have known that the delay would occur. If the delay is justified, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to an increase in this Agreement price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays, disruptions, interferences, or hindrances. This Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information under this Agreement.
- 16.19. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties.

**CITIZENS PROPERTY INSURANCE
CORPORATION**

VENDOR

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Signature

Print Name

Title

Date Signed