



ATTACHMENT H - AGREEMENT FOR WATER MITIGATION ESTIMATE REVIEW 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 323093 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 March 16, 2016, Citizens issued a Request for Proposal, No. 16-0007 for Water Mitigation Estimate Review Program (the "Solicitation"). Vendor's response to the Solicitation 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 'CAIS' means Citizens Administrative Information System.
 - 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 690-128, 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 "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.

- 1.4 “Effective Date” means the date on which the last Party executes this Agreement and the date upon which this Agreement is effective and commences.
- 1.5 “IICRC” means Institute of Inspection Cleaning and Restoration Certification.
- 1.6 “JWR Certification” means the IICRC certification for Journeyman Water Restorer.
- 1.7 “MRS Certification” means the IICRC certification for Mold Removal Specialist.
- 1.8 “MWR Certification” means the IICRC certification for Master Water Restorer.
- 1.9 “WRT Certification” means the IICRC certification for Water Damage Restoration Technician.
- 1.5 “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.
- 1.6 “Staff Reviewer” means the Vendor Staff member who is designated by Vendor to perform a Work Assignment, including performance of the Assessment and Report.
- 1.6. “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.
- 1.7. “Work Assignment” or “Assignment” means a notification to Vendor, by Citizens, to perform Services pursuant to this Agreement.
- 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, 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) years.
- 2.2. Renewals. This Agreement may be renewed for one (1), two (2) year renewal periods either: (a) by Citizens, at its discretion upon ninety (90) 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. Description. Vendor will provide objective expert analysis of estimates, invoices, and related documentation submitted to Citizens by third parties with respect to water mitigation and mold remediation services, (each a “Third Party Estimate”), as more fully set forth below.

3.2. Reviews and Reports.

As requested by Citizens through Work Assignment, Vendor will perform a comprehensive review of a Third Party Estimate and assess whether it reflects services that are reasonable and customary, and in adherence to IICRC standards, practices and guidelines for water mitigation and mold remediation, (an "Assessment").

Vendor will provide Citizens individual written reports of the findings of each Assessment, (each a "Report"). Each Report will include the following: (i) a comprehensive line item estimate that provides a line-by-line comparison to the Third Party Estimate, including identification of water or mold mitigation standard(s) supporting each deviation from the Third Party Estimate; (ii) a narrative summary of pertinent water mitigation and mold remediation standards, including those standards that support deviations from the Third Party Estimate.

Vendor will provide Assessments and Reports involving any of the following types of Third Party Estimates and underlying claims. Vendor must maintain Vendor Staff qualified to perform all categories of Assessment as identified herein.

3.2.1. Residential Water Mitigation Assessment and Report. An Assessment involving a Third Party Estimate of water mitigation for a residential water loss. The Staff Reviewer performing this category of Assessment must have a WRT, MWR, or JWR Certification.

3.2.2. Commercial Water Mitigation Assessment and Report. An Assessment involving a Third Party Estimate of water mitigation for a commercial water loss. The Staff Reviewer performing this category of Assessment must have a WRT, MWR, or JWR Certification.

3.2.3. Mold Remediation Assessment and Report. An Assessment involving a Third Party Estimate of mold remediation for a residential or commercial loss. The Staff Reviewer performing this category of Assessment must have an MRS Certification.

3.2.4. Time and Material Assessment and Report. An Assessment that is limited in scope to labor and material costs within a Third Party Estimate. Vendor will compare hourly labor and material costs to Xactimate pricing based on the job-site location. A Time and Material Assessment may involve a residential or commercial water loss. The Staff Reviewer performing this category of Assessment must have a WRT, MWR, or JWR Certification if the Assessment involves water mitigation, or a MRS Certification if the Assessment involves mold remediation.

Vendor acknowledges that a Report may require revisions subsequent to acceptance by Citizens, due to Citizens' receipt of additional or revised information in the course of the claims adjusting process. Vendor agrees to revise any Report as requested by Citizens at no additional cost. Vendor will provide the revised Report within 1 business day of Citizens' request.

3.3. Basic Assessment Guidelines. Vendor will adhere to the following in performance of each Assessment:

3.3.1. Vendor shall use its best efforts to meet the Service Level Standards as set forth in this Agreement.

3.3.2. All reviews will follow IICRC, Xactimate and industry standards in conjunction with scientific drying methodologies and professional standards and practices and will conform to applicable state laws, administrative regulations and provisions of the Florida Department of Financial Services.

3.3.3. Vendor will calculate total cubic footage of the affected area(s) in order to determine drying requirements. Total cubic footage calculations must reflect the correct ceiling heights.

A. Total cubic footage will exclude a garage area unless drying equipment is used in that garage area.

B. Total cubic footage will exclude attic and crawlspace unless drying equipment or labor was utilized in those spaces. When included, attic and crawlspace calculations will reflect correct ceiling measurements.

If Vendor disagrees with the total cubic footage identified in the Third Party Estimate for a particular room, then Vendor will account for the discrepancy as follows: (i) if Vendor concludes that the appropriate cubic footage is less than in the Third Party Estimate, then Vendor will identify and account for the discrepancy by making an annotation in the “notes” section of the report; (ii) if Vendor concludes that the appropriate cubic footage is greater than in the Third Party Estimate, then Vendor will use Vendor’s cubic footage estimate in Vendor’s line item estimate

3.3.4 Vendor will review drying log information for each Assessment. Vendor will perform the Assessment based upon drying logs that include substrate moisture readings, if available. If drying logs are unavailable or insufficient, Vendor will perform the Assessment based upon the class of loss.

3.4. Resolution Support Services. When requested, Vendor must also provide continuing support with respect to explaining and justifying Vendor’s Assessment and Report findings, including providing oral and written responses to follow up correspondence from Citizens and third parties, (“Resolution Support Services”). Vendor will provide Resolution Support Services to include, without limitation, oral and written correspondence in response to inquiries from a third party who submitted the Third Party Estimate, from the policyholder who suffered the loss, and from Citizens or Citizens’ counsel. Resolution Support Services are included in the Report Fee and will be provided at no additional charge.

As requested by Citizens, and for an additional fee as identified in Section 8, Vendor will provide additional expert analysis to include (i) participation in litigation related matters, such as, but not limited to participation in mediation or testifying in a court of law, or (ii) consultation that involves examination and analysis across multiple claims, (“Additional Expert Analysis”).

3.5 Negotiation Services. [NOTE TO VENDORS: This Section 3.5 will be removed from the Contract if Vendor does not propose negotiation services in Section V, Response 12 of the Attachment J, Water Mitigation Estimate Review Program Services Questionnaire.]

As requested by Citizens, Vendor will negotiate directly with the third party vendor who submitted the Third Party Estimate, (the “Subject Service Provider”). Vendor will undertake to reach agreement with the

Subject Service Provider as to the total fees payable with respect to the Third Party Estimate, ("Negotiation Services"). If Vendor and the Subject Service Provider reach an agreement as to the total fees payable under the Third Party Estimate, then the Vendor must deliver to Citizens the Subject Services Provider's written confirmation of the agreement, ("Provider Confirmation"). Upon receipt of the Provider Confirmation, Citizens will compensate Vendor based upon the difference in cost between (i) the sum total fee of the Third Party Estimate and (ii) the sum total fee as agreed to pursuant to the Provider Confirmation, (the "Negotiated Savings"). More specifically, Citizens will compensate Vendor the percentage of Negotiated Savings provided in Section 8 below.

Citizens may request Negotiation Services at the time of Assignment of the Assessment and Report. All Negotiation Services must be performed by a Staff Reviewer with an active adjusting license as defined by the State of Florida Department of Financial Services.

Vendor agrees to maintain contact with the assigned Citizens' adjuster throughout Vendor's negotiation with the Subject Service Provider. Vendor will notify Citizens within one (1) business day of any substantial developments in the negotiation process, such as but not limited to, the reaching of an impasse or the reaching of agreement. If the Third Party Estimate is in excess of \$10,000, then the assigned Citizens adjuster must provide the Vendor prior written approval of negotiation offers and strategies. If the Third Party Estimate is under \$10,000, then Vendor may negotiate and obtain Provider Confirmation without advanced approval from Citizens.

The Negotiation Services Fee is payable if and only if Citizens receives the Provider Confirmation.

- 3.6. Work Assignments. Citizens will engage Vendor to provide Services through a task assignment model. Citizens will electronically distribute Work Assignments to Vendor through CAIS. Upon receipt of the Work Assignment, and through CAIS, Vendor will then designate a Staff Reviewer to perform the Work Assignment. The Staff Reviewer must be approved through CAIS in accordance with CAIS Credentialing Requirements. Under certain circumstances, Citizens may, at its discretion, use an alternative Assignment notification method.

Vendor acknowledges that acceptance of the Work Assignment, and all updates, documents and invoices related to the Work Assignment, must be submitted through CAIS as assigned. Vendor acknowledges that Citizens does not in any way represent or guarantee that Vendor will receive any specific or minimum volume of Assignments under this Agreement.

Each Work Assignment will include, but may not be limited to, the following:

- 3.6.1. Identification of the category of requested Assessment and Report (ie residential water; commercial water; mold remediation; time and material);
- 3.6.2. Name of the assigning Citizens claims professional (including contact information);
- 3.6.3. Policyholder name;
- 3.6.4. Policyholder contact information (address, city, state, zip code, telephone);
- 3.6.5. Citizens claim number;
- 3.6.6. Water mitigation or mold remediation estimate via PDF attachment;

- 3.6.7. Loss Description / Cause of loss;
 - 3.6.8. Date of loss;
 - 3.6.9. Room dimensions of area affected by water (if not specified in water mitigation estimate);
 - 3.6.10. Drying logs, if available;
 - 3.6.11. Photos, if available;
 - 3.6.12. Any supporting documentation such as an adjuster estimate, invoices for 3rd party labor (e.g. HVAC sublet, etc.);
 - 3.6.13. Special instructions (as applicable);
 - 3.6.14. Negotiation services (as applicable).
- 3.7. Miscellaneous or Additional Services. Citizens may from time to time request additional Services not specifically set forth above, but which are within the general scope of this Agreement, ("Miscellaneous/Additional Services"). In this situation, Citizens will provide Vendor with advance written notice about the Miscellaneous/Additional Services. Such notice may include but may not be limited to:
- 3.7.1. A detailed description of the Miscellaneous/Additional Services;
 - 3.7.2. A schedule for commencing the Miscellaneous/Additional Services;
 - 3.7.3. A list of any additional deliverables that are the result of the Miscellaneous/Additional Services; and
 - 3.7.4. Any other information related to the Miscellaneous/Additional Services that the parties feel is necessary.
- Citizens will compensate Vendor for Miscellaneous/Additional Services at the rate set forth in Section 8.
- 3.8. 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) 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.
- 3.9. CAIS Credentialing Requirements. Vendor agrees to participate in Citizens' own document submission and credentialing management process, conducted through CAIS, (the "CAIS Credentialing Requirements"). Vendor acknowledges that Citizens may change CAIS Credentialing Requirements as it deems appropriate in response to changing business, regulatory and technological requirements and capabilities, and Vendor agrees that it shall comply with any changes to CAIS Credentialing Requirements implemented by Citizens.

Failure to complete the initial and/or continued CAIS Credentialing Requirements will constitute a material breach of the Agreement and may result in suspension from providing Services or termination of the Agreement.

Vendor will be required to access CAIS, or other Citizens' system, where Vendor will input, update, and maintain the following credentialing information listed below. The information will be utilized to verify that Vendor and Vendor Staff meet and continue to meet the requirements of this Agreement.

3.9.1. Vendor Credentialing Requirements. Vendor must provide Citizens with qualification and credentialing information related to Vendor entity as set forth herein and as outlined in Section 3.9.3 below.

- A. Vendor Conflict of Interest Form. Vendor will provide the completed form within thirty (30) days of the execution of this Agreement and annually by July 1st.
- B. Vendor Florida Registration. Vendor will provide proof of registration with Florida Department of State, Division of Corporations within thirty (30) days of the execution of this Agreement and annually by July 1st.
- C. Vendor Annual Financial Statement. At its own cost and expense, Vendor shall provide its annual financial statement to Citizens within thirty (30) days of the execution of this Agreement and annually by July 1st. Such financial statement must be completed by Vendor's accounting firm or audited financials if a third party accounting firm is not used.
- D. Certification of Insurance. As further detailed in Section 10 below, Vendor must submit to Citizens a current in-force certificate of insurance within thirty (30) days of execution of this Agreement, and must provide subsequent certificates prior to their expiration or renewal.
- E. Vendor W-9. Vendor will provide a current W-9 within thirty (30) days of the execution of this Agreement and upon any change to the Vendor's legal business name, DBA name, payment address or FEIN.
- F. Business Continuity & 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 thirty (30) days of execution of the Agreement, at its own cost and expense, and upon request by Citizens thereafter during the term of this Agreement, Vendor shall submit to Citizens evidence and results of its tested business continuity / disaster recovery plan.
- G. Vendor Contact Information Form. Within thirty (30) days of execution of this Agreement, and as often as reasonably required by Citizens, Vendor must identify to Citizens its primary and secondary business representatives responsible for the oversight and management of Citizens work. The identified business representatives must be available during Citizens' Business Hours, unless otherwise specified by Citizens.

3.9.2. Vendor Staff Credentialing Requirements. Vendor must provide Citizens with qualification and credentialing information related to Vendor Staff as set forth herein and as outlined in Section 3.9.3 below. Vendor must obtain approval of a Vendor Staff member in CAIS prior to the Vendor Staff member performing Services under the Agreement. At Citizens' discretion,

Citizens' Credentialing Department may review and approve all Vendor Staff submission documents prior to any Vendor Staff being approved to receive Work Assignments from Vendor under the Agreement. Additionally, Vendor will provide updated information in accordance with the dates outlined herein. At such time that Vendor contemplates providing Services through an additional Vendor Staff member, Vendor must update Citizens with Vendor Staff name and information and must obtain approval in CAIS prior to the Vendor Staff performing Services under the Agreement.

- A. Resume. For each Staff Reviewer, a detailed resume that includes, at a minimum, the principal location of residence, and relevant water mitigation and/or mold remediation work history with dates, certifications and related training. The resume should substantiate water mitigation and/or mold remediation work experience and match information provided by Vendor. Due within thirty (30) days of the execution of this Agreement, and due biennially hereafter as detailed in Section 3.9.3.
- B. Certification(s). For each Staff Reviewer, proof of the necessary IICRC certification(s) as set forth in Section 3.2.. For each Staff Reviewer providing Negotiation Services, proof of an active adjusting license in the State of Florida as defined by the State of Florida Department of Financial Services. Vendor will be responsible for the certification and licensure of their Vendor Staff, including all associated costs. Due within thirty (30) days of the execution of this Agreement, and due annually thereafter as detailed in Section 3.9.3.
- C. Signed Ethics and Confidentiality Form. Vendor will have all Vendor Staff execute Exhibit A, Ethics and Confidentiality Acknowledgement Form, which is due within thirty (30) days of the execution of this Agreement and due annually thereafter as detailed in Section 3.9.3.
- D. Background Investigative Reports. Within thirty (30) days of the execution of this Agreement, and annually thereafter as detailed in Section 3.9.3 below, Vendor shall conduct a criminal background check on all Vendor Staff and input each criminal background check into CAIS. All criminal background checks will be at Vendor's expense and shall include but not be limited to: (a) state and federal felony convictions or pending adjudications; (b) state and federal misdemeanor convictions or pending adjudications; (c) any crimes in violation of the Violent Crime Control and Law Enforcement Act of 1995 or pending adjudications; and, (d) a seven (7) year minimum timeframe, extending as close as practicable to the date of assignment to perform Services.
 - a. Vendor will not allow any Vendor Staff that has been convicted of, pled guilty or nolo contendere (no contest) to, or has been found guilty of a felony, regardless of whether adjudication was withheld, to perform Services. If a Vendor Staff has been convicted of, pled guilty or nolo contendere (no contest) to, or has been found guilty of a misdemeanor, regardless of whether adjudication was withheld, then such individual will be allowed to perform Services only upon disclosure to and prior written

approval by Citizens' Contract Manager or designee. When reviewing such convictions, Citizens' Contract Manager or designee will consult Citizens' Applicant Background Review Guide, attached hereto as Exhibit B. Any Vendor Staff whose criminal background check indicates, to Citizens, conduct that demonstrates a lack of honesty or integrity, or otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed to perform Services.

- b. Vendor will comply with all requirements of the federal Fair Credit Reporting Act, including the provision to Vendor Staff of all required pre-notification and post-report notices. Vendor is responsible for any adverse action notices that may apply to its employment decisions.

3.9.3. Credentialing Submission: As further detailed above, Vendor shall submit the following to Citizens' Contract Manager:

VENDOR (ENTITY) CREDENTIALING REQUIREMENTS

	Requirement	Initial Submission	Renewal Thereafter
Conflict of Interest	Per Section 3.9.1.	Within 30 days of contract execution	July 1st / Annually
Florida Registration	Per Section 3.9.1.	Within 30 days of contract execution	July 1st / Annually
Financials	Per Section 3.9.1.	Within 30 days of contract execution	July 1st / Annually
Certificate of Insurance	Per Section 3.9.1. and Section 10	Within 30 days of contract execution	Upon renewal or reissuance of coverage
W-9	Per Section 3.9.1.	Within 30 days of contract execution	One time submission or upon the change of entity name or remit address

Business Continuity & Disaster Recovery Plan	Per Section 3.9.1.	Within 30 days of contract execution	Upon request by Citizens thereafter
Vendor Contact Information Form	Per Section 3.9.1.	Within 30 days of contract execution	Upon request by Citizens thereafter

VENDOR (DESIGNEE) CREDENTIALING REQUIREMENTS

	Requirement	Required Roles/Classifications	Initial Submission	Renewal Thereafter
Background Investigative Reports	Per Section 3.9.2	All Vendor Staff	Within 30 days of contract execution	Annually, within 12 months from the most recent date of approval by Citizens in CAIS. Submission documents must be dated within 30 days prior to submission.
Certification(s)	Per Section 3.9.2	All Staff Reviewers	Within 30 days of contract execution	Annually, within 12 months from the most recent date of approval by Citizens in CAIS. Submission documents must be dated within 30 days prior to submission.
Resume	Per Section 3.9.2	All Staff Reviewers	Within 30 days of contract execution	Biennially, or within 2 years from the most recent date of approval by Citizens in CAIS. Submission documents must be dated within 30 days prior to submission.
Ethics and Confidentiality Acknowledgement Form	Per Section 3.9.2	All Vendor Staff	Within 30 days of contract execution	Annually, within 12 months from the most recent date of approval by Citizens in CAIS. Submission documents must be dated within 30 days prior to submission.

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 will 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. 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.
- 4.4. 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.
 - 4.4.1. Removal and Replacement of Vendor Staff. Without limiting Citizens' other rights and remedies under this Agreement, including suspension of Services and termination of this Agreement, where any Vendor Staff fails to comport to any of the training or qualification requirements in this Agreement or, in Citizens' determination, is unsuitable for the performance of the Services, Citizens has the right, at Citizens' sole election, to disallow such Vendor Staff from performing the Services. Upon Citizens' request, Vendor shall promptly provide qualified replacement Vendor Staff reasonably acceptable to Citizens.
 - 4.4.2. Training. Vendor shall be responsible for training Vendor Staff on all applicable Citizens' policies and procedures. Citizens will provide all applicable policies, procedures and training materials to be used during Vendor's training. Vendor must ensure the required training is completed by Vendor Staff prior to performing any Services.

In order to meet Citizens' training requirements, Vendor shall comply with

the following for all Vendor Staff prior to providing Services under the Agreement:

- A. Vendor must provide an initial training to Vendor Staff prior to Vendor or Vendor Staff receiving any Work Assignments.
- B. Vendor must present the initial training materials to Vendor Staff in a “face to face” training session.
- C. Vendor must provide recertification training using Citizens issued training materials, as reasonably requested by Citizens.
- D. In addition, Vendor shall ensure that all Vendor Staff are properly training and proficient in the use of the most recent version of estimating software utilized by Citizens, (“Citizens’ Current Estimating Software”). At no cost or expense to Citizens, Vendor shall obtain, implement, utilize, and maintain Citizens’ Current Estimating Software. Vendor acknowledges and agrees that Citizens Current Estimating Software is subject to change.

4.5. Service Level Standards.

- 4.5.1. Description. 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. The following Service Level Standards are not applicable for commercial losses in excess of \$5,000, except with respect to responding to inquiries and acknowledgement of receipt of Assignment. The appropriate timelines for such losses will be handled on a case by case basis. Failure to meet the Service Level Standards may result in Vendor not receiving additional Work Assignments by Citizens.

Water Mitigation and/or Mold Remediation Assessment and Report Services	Citizens Standards
Respond to Inquiries (i.e. phone calls, voicemail, electronic communications)	Within one (1) business day of receipt from Citizens
Acknowledge Receipt of Assignment	Within one (1) business day of receipt of Assignment from Citizens
Assign to Staff Reviewer	Within one (1) business day of receipt of Assignment from Citizens
Notice to Citizens in writing that Citizens has failed to provide sufficient information for completion of the Assessment	Within twenty-four (24) hours of Acknowledgement of Receipt of Assignment
Submit Report	Within three (3) business days of receipt of Assignment from Citizens
Update, Modify or Amend Report as Requested by Citizens	Within one (1) business day
Notify Citizens of any substantial developments in the negotiation process	Within one (1) business day

- 4.5.2. Reports. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the month following the reporting month, Vendor shall provide reports to Citizens describing 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 rolling six-month Service Level Standard trend report for the Service Level Standard. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than monthly, 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. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request.
- 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 will 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. 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. 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 will 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. 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 delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to: (a) 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. In addition, the following financial consequences shall apply if the Vendor fails to deliver the following Deliverables as specified in this Agreement.

Deliverable	Description	Due Date	Service Credit
Submission of Report	Per Section 3.2.	Within three (3) business days of receipt of Assignment from Citizens	For each day (or partial day) late, Vendor shall issue a Service Credit that constitutes a five (5) percent reduction in fees payable to Vendor for the Report submission.
Submission of a monthly Analysis Report	Per Section 4.5.2.	Monthly, no later than the 15 th of each month	For each day (or partial day) late, Vendor shall issue a Service Credit of \$100 payable to Vendor for the Analysis Report submission.

- 5.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Section 5.3, 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.

- 5.3. Pre-Existing Materials.

- 5.3.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language,

instructions, methods, techniques, trade secrets, patents or copyrights that have been previously developed 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 embody Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.

- 5.3.2. If and to the extent any Pre-Existing Materials of Vendor are embodied or reflected 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.
- 5.3.3. If and to the extent any Pre-Existing Materials of third parties are embodied or reflected 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).
- 5.3.4. The provisions of this Section shall survive the termination of this Agreement.

6. Changes.

- 6.1. Citizens may unilaterally require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that a Change is within the general scope of this Agreement. Citizens will make an equitable adjustment in this Agreement price 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 the Agreement price 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) 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) days to cure any deficiency identified by Citizens. In the event Vendor is unable to cure said deficiency within this thirty (30) day 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 thirty (30) day 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 thirty (30) day cure period provided above 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 thirty (30) day cure period provided above, unless otherwise agreed to by Citizens in its sole discretion.

8. Compensation.

- 8.1. Compensation. Citizens' does not guarantee that Vendor will receive any Work Assignments or any minimum volume of work. Vendor acknowledges and agrees that the Services provided during a State of Florida or federal government declared emergency or catastrophe will be paid at the same rates set forth in this Agreement.
- 8.2. Compensation Schedule. All payments to Vendor will be made pursuant to Compensation Schedule below.

REPORT FEES	
Residential Water Claim Assessment and Report	\$
Commercial Water Claim Assessment and Report	\$
Mold Remediation Claim Assessment and Report	\$
Time and Material Assessment and Report	\$

Fast Track Fee (Vendor must return Report within 1 business day of receipt of Assignment; the Fast Track Fee must be expressly requested by Citizens in writing)	\$
SERVICE RATES	
Resolution Support	Included in Assessment Report Fee
Additional Expert Analysis	\$
Negotiation Services	\$
Micellaneous / Additional Services	\$

- 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. Invoices shall be submitted on a per report basis in conjunction with the submission of completed report(s). All invoices must be submitted through the appropriate Citizens system for payment and processing and must include, at a minimum, the following:

- Agreement number;
- Vendor primary contact;
- Vendor's name and address;
- Invoice date;
- Vendor's Federal Employment Identification Number (FEIN);
- Itemized services, including the report type or service as listed in Section 8.2 for which compensation is being sought;
- Services period; and
- Citizens' Contract Manager's name;

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) 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) 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) 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.

- 8.4 Travel-related Expenses. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines.
- 8.5 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.
- 8.6 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) days following Citizens' request.
- 8.7 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, 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 an Indemnitee arising out of or relating to any act, error or omission, or misconduct of Vendor or Vendor Staff during the performance of this Agreement. The foregoing obligation applies, without limitation, to Claims arising out of or relating to: (a) a violation of federal, state, local, international, or other laws or regulations for the protection of persons or members of a protected class or category of persons; (b) sexual discrimination or harassment based upon any protected characteristic; (c) bodily injury (including death) or damage to tangible personal or real property; (d) breaches of any representations made by Vendor under this Agreement; (e) any claim that any Work Product violates or infringes

upon a trademark, copyright, patent, trade secret or intellectual property right; or, (f) Vendor's failure to timely forward a public records request to Citizens for handling.

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 WILFUL 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 During the term of this Agreement, Vendor will maintain at its sole expense the following insurance:

10.1.1 Workers' Compensation coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida,

and Employers' Liability with limits of \$1 million per accident.

- 10.1.2 Commercial General Liability (CGL) with minimum limits of \$1 million per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder) and \$2 million in the aggregate.
- 10.1.3 Umbrella Liability (Excess over CGL and Auto Liability) with minimum limits of \$4 million in the aggregate.
- 10.1.4 Commercial Automobile Liability with combined single limits of not less than \$1 million per accident. The policy must include Symbol 1 "Any Auto" coverage.
- 10.1.5 Professional Liability (errors and omissions) with minimum limits of \$1 million per occurrence and \$2 million in the aggregate;
- 10.1.6 Business Interruption with coverage of not less than \$5 million.
- 10.1.7 Network Security Liability with data breach coverage limits of \$5 million per occurrence and \$5 million in the aggregate.
- 10.2 Insurance Company Qualifications. Each company issuing the policies required under Section 10.1 must (i) be licensed to transact business in the State of Florida, (ii) and have an AM Best Financial Strength rating of "A" or above.
- 10.3 Defense Costs. The limits of indemnity coverage required under Section 10.1 shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs.
- 10.4 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 or any Citizens employee.
- 10.5 Waiver of Subrogation. The insurance required under Section 10.1 will include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.6 Citizens to be an Additional Insured. The CGL, Auto Liability and Umbrella Liability policies shall include Citizens as an additional insured. For CGL coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.
- 10.7 Coverage for Indemnity Obligations. The CGL, Auto Liability and Professional Liability coverages will cover claims made under the indemnity provisions of this Agreement.
- 10.8 Notice of Cancellation or Change. To the extent practicable, the CGL and Professional Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage.
- 10.9 Proof of Coverage. Within thirty (30) days of execution of this Agreement, Vendor must provide to Citizens a current in-force certificate of insurance evidencing the above coverage limits and subsequent certificates prior to their expiration or renewal. 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 West 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; 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
Joe Diaz
Citizens Property Insurance Corporation
301 West Bay Street, Suite 1300
Jacksonville, Florida 32202
(904) 407-0162
Joe.Diaz@citizensfla.com

Vendor's Contract 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) 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) 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) 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) 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. Vendor acknowledges that Citizens is not an agency

for purposes of the Florida Administrative Procedure Act, Chapter 120, Florida Statutes. Prior to commencing any litigation relating to this Agreement, the Parties agree that they will attempt to resolve any dispute through non-binding mediation. The Parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Agreement, each Party shall in good faith attempt to resolve the disagreement prior to the filing of a lawsuit or commencing a legal action. Vendor acknowledges that any dispute or disagreement under this Agreement relating to Citizens Confidential Information shall not be subject to the foregoing dispute resolution process.

- 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.

- 14.1 Vendor's Records. Vendor shall retain all records relating to this Agreement for the longer of: (a) three (3) years after the termination of this Agreement; or, (b) the period required by the General Records Schedules maintained by Citizens' Records Management. Citizens' follows the GS1-SL state schedule for records retention.
- 14.2 Right to Audit Records. Citizens, as required by law shall have reasonable access to the Vendors facilities and the right to review and audit any of Vendor's records related 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. The Vendor shall cooperate with auditor(s), providing 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. Vendor acknowledges that Citizens is subject to Chapter 119, Florida Statutes, and Section 627.351(6)(j), Florida Statutes; therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may fall within the disclosure requirements of Chapter 119, Florida Statutes. 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 provisions of Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution. Vendor must clearly label and mark each page or section of information provided to Citizens in connection with this Agreement that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Florida Statutes and Section 24(a), Article I., State Constitution ("Vendor's Confidential Information").

14.3.1 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. The Parties agree (to the extent permitted by law) that 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 Chapter 119, Florida Statutes, 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.

14.3.2 If Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Custodian of Records and forward the PRR to Citizens' Custodian of Records for logging and processing. Citizens' Custodian of Records' 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 Chapter 119, Florida Statutes.

14.3.3 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 by not allowing public access to all documents, papers, letters, emails, or other material made or received by Vendor in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07 (1), Florida Statutes.

14.4 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) days of issuance but no later than the end of each calendar year, Vendor shall submit to Citizens 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) 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 Use of Citizens' Systems. Where Vendor or Vendor Staff have access to Citizens' systems or technology provided by or through Citizens, in addition to the other safeguards required by this Section, Vendor and Vendor Staff shall not share user identifications and / or passwords with any other individual.

15.5 Data Encryption. Vendor and Vendor Staff will encrypt all electronic data and communications containing Citizens Confidential Information using a strong cryptographic protocol that is consistent with industry standards.

15.6 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 disks, or portable disk drives).

15.7 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.

15.8 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).

- 15.9 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.
- 15.10 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.
- 15.11 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.
- 15.12 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).
- 15.13 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.
- 15.14 Unauthorized Disclosure of Confidential Information. Vendor will 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) days following the determination of the breach of security or reason to believe the breach occurred.
- 15.15 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.
- 15.16 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.

- 15.17 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.
- 15.18 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.
- 15.19 The provisions of this Section shall survive the termination of this Agreement.

16. Miscellaneous.

- 16.1 Process and System Requirements. Upon execution of this 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 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.
- 16.3 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 will 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.
- 16.4 No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal

benefit of a Citizens officer or employee.

- 16.5 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.
- 16.6 Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 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>.
- 16.11 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.
- 16.12 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.

- 16.13 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.
- 16.14 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.
- 16.15 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.
- 16.16 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.
- 16.17 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 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.

- 16.18 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
_____ JAY ADAMS Print Name	_____ Print Name
_____ CHIEF OF CLAIMS Title	_____ Title
_____ Date Signed	_____ Date Signed
_____ Signature	
_____ STEVE BITAR Print Name	
_____ <u>CHIEF OF CONSUMER & AGENT SERVICES</u> Title	
_____ Date Signed	

**EXHIBIT A -
ETHICS AND CONFIDENTIALITY ACKNOWLEDGEMENT FORM**

The undersigned acknowledges the following to both Citizens Property Insurance Corporation, Florida ("Citizens") and to the Citizens' Vendor.

- 1. VENDOR RELATIONSHIP:** "Vendor" means any independent firm, claims administration firm, or other claim service provider that has a contract or agreement with Citizens, and of which I am an employee or sub-contractor. I am currently an employee or sub-contractor of the Vendor identified below, and I am not an employee of Citizens. If I become an employee or sub-contractor for a different Citizens Vendor, this acknowledgement also applies to me as an employee or sub-contractor of that Vendor. I am signing this form at the direction of the Vendor, pursuant to a Citizens requirement.
- 2. CODE OF ETHICS:** I understand that, by my relationship with Vendor, among other restrictions, I cannot:
 - 2.1 Give a gift to a Citizens' employee or member of Citizens' Board of Governors ("Board");
 - 2.2 Accept a gift from a Citizens' policyholder that is, or could be interpreted to be, intended to influence my handling of their claim, or could be interpreted as an expression of gratitude for such an act;
 - 2.3 Have a relationship with a Citizens employee or board member that creates a conflict of interest.
 - 2.4 Have any business interest that creates a conflict of interest.
 - 2.5 A conflict of interest is created when there is a relationship between the parties that calls into question your impartiality. Most commonly, a conflict is created if you share an interest in a business with any Citizens personnel, or if you have an interest in a business that provides services to policyholders related to property insurance claims, or if you are a relative of an employee or officer of Citizens.

"Relative" means a person to whom the officer or employee is related as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, or step great grandchild; a person who is engaged to be married to the officer or employee, or who otherwise holds himself or herself out as, or is generally known as, the person whom the officer or employee intends to marry, or with whom the officer or employee intends to form a household; or a natural person having the same legal residence as the employee.
 - 2.6 If an interpretation is needed, I will promptly contact Citizens Human Resources Department. Citizens will work with vendor and vendor's employee to establish work practices to avoid a conflict where business or familial relationships might otherwise cause a conflict but Citizens cannot guarantee that conflicts can be avoided in every circumstance.

**ETHICS AND CONFIDENTIALITY
ACKNOWLEDGEMENT FORM**

Is there a potential conflict of interest as described by Citizens? Please explain.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

3. CONFIDENTIALITY AND NON-DISCLOSURE:

- 3.1 “Confidential Information” means all Citizens’ claim information, claim files, all documentation related to the claim, claimant personal information, policyholder personal information, and underwriting information and files.
- 3.2 Confidential Information is confidential and protected, and I will not use Confidential Information for any purpose other than servicing or adjusting a Citizens’ claim in my capacity as an employee or sub-contractor of Vendor.
- 3.3 I will not disclose, or cause to be disclosed, Confidential Information to any person or entity except as expressly authorized by Vendor in accordance with Citizens’ procedures.
- 3.4 I will take all reasonable measures to protect and prevent Confidential Information from being inadvertently or improperly disclosed to any person, entity, or third party.
- 3.5 If I am or become a policyholder or applicant for coverage with Citizens, I will not access or have another person access information contained in my underwriting or claim file. I will not participate in the underwriting or claims handling process as it relates to my specific policy. The same provisions apply if I become aware that a family member (parent, step-parent, spouse, child, step-child, or sibling) is a policyholder or applicant of Citizens. If I am inadvertently assigned a file of a family member or any other policyholder that would result in or appear to result in a conflict of interest I will notify my supervisor so that the file may be reassigned.

- 4. PUBLIC RECORDS:** I understand that Citizens is subject to Florida’s public records law under Chapter 119 and Section 627.351(6), Florida Statutes, and that certain Confidential Information, including my documentation and work product, may be subject to disclosure after the claim is closed and settled. I understand that if I ever receive a public records request (whether oral or written) from any person or entity for CITIZENS records or information, including Confidential Information, I will comply with the terms of my employer’s contractual obligations and ensure the matter is immediately referred to Citizens’ Records Custodian at recordsrequest@citizensfla.com or (850)-513-3823.

**ETHICS AND CONFIDENTIALITY
ACKNOWLEDGEMENT FORM**

- 5. TERMINATION OF CLAIM HANDLING:** After termination of my handling of a particular Citizens' claim: (A) I will return all related Confidential Information in my possession to Vendor, or as otherwise directed by Vendor; (B) the confidentiality of such Confidential Information shall survive; and (C) the requirements and restrictions of paragraphs 3 and 4 above shall continue to apply.
- 6. CONSEQUENCES FOR VIOLATION:** I understand that, if I violate the restrictions and requirements in this acknowledgement, then among other consequences: (A) I am subject to discipline or removal by Vendor from performing Citizens related work; and (B) Citizens may be entitled to injunctive relief as well as monetary damages.
- 7. PROHIBITION OF FUTURE REPRESENTATION:** I understand that by my relationship with Vendor I am bound by the Prohibition of Future Representation and agree I shall not at any time in the future represent a Citizens' Insured in the insured's claim against Citizens for which I provided claim-related services on Citizens' behalf with respect to that same claim. This would include, but not be limited to, acting as a consultant, public adjuster or any other capacity related to the Insured's claim against Citizens.

Acknowledged and agreed to on the following date: _____, 20____, by:

Name of Vendor:

Name of employee or sub-contractor (print or type):

Signature of employee or sub-contractor:

Florida Department of Financial Services adjuster license number (if licensed):

EXHIBIT B -
APPLICANT BACKGROUND REVIEW GUIDE
5/28/2015

Felony Offenses					
Not Eligible					
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Affray or Unlawful Assembly		Not Eligible	Eligible	Not Eligible	Not Eligible
Assault		Not Eligible	Eligible	Not Eligible	Not Eligible
Alcohol Possession by Person Under 21		Eligible	Eligible	Eligible	Not Eligible
Battery (Not Involving Domestic Violence)		Not Eligible	Eligible	Not Eligible	Not Eligible
Battery Involving Domestic Violence		Not Eligible	Eligible	Not Eligible	Not Eligible
Battery of or Threatening a Law Enforcement Officer or Public Official in the Performance of His/Her Duties		Not Eligible	Eligible	Not Eligible	Not Eligible
Carrying a Concealed Weapon/Firearm		Not Eligible	Eligible	Not Eligible	Not Eligible
Computer Crimes		Not Eligible	Eligible	Not Eligible	Not Eligible
Contributing to the Delinquency or Dependency of a Child	Not Eligible				
Criminal Mischief or Vandalism		Not Eligible	Eligible	Not Eligible	Not Eligible
Cruelty to Animals		Not Eligible	Eligible	Not Eligible	Not Eligible

Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Dealing in Stolen Property Valued at Less than \$300 Over the Internet		Not Eligible	Eligible	Not Eligible	Not Eligible
Discharging Firearm in Public		Not Eligible	Eligible	Not Eligible	Not Eligible
Driving or Boating Under the Influence		Not Eligible	Eligible	Not Eligible	Not Eligible
Driving While License Suspended or Revoked		Not Eligible	Eligible	Not Eligible	Not Eligible
Failure to Pay Taxes		Not Eligible	Eligible	Not Eligible	Not Eligible
No Driver's License or Violation of License Restrictions		Not Eligible	Eligible	Not Eligible	Not Eligible
Disorderly Conduct, Disorderly Intoxication, Breach of Peace, Disruption of School Board Meeting		Eligible	Eligible	Eligible	Not Eligible
Failure to Control or Report Dangerous Fire		Not Eligible	Eligible	Not Eligible	Not Eligible
False Personation or Impersonation of Law Enforcement Officer	Not Eligible				
False Reports to Law Enforcement/ False Fire Alarms	Not Eligible				
Firearms or Weapons Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible

Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Fireworks Possession or Discharge		Eligible	Eligible	Eligible	Not Eligible
Fish and Game (Hunting) Violations		Eligible	Eligible	Eligible	Not Eligible
Fraudulent Misrepresentation of Academic degree	Not Eligible				
Gambling or Unlawful Betting		Eligible	Eligible	Not Eligible	Not Eligible
Indecent Exposure		Not Eligible	Eligible	Not Eligible	Not Eligible
Inhalation of Harmful Chemical Substances to Induce Intoxication		Not Eligible	Eligible	Not Eligible	Not Eligible
Insurance Crimes (Unfair Claim Settlement Practices, Twisting, or Churning)	Not Eligible				
Unnatural and Lascivious Acts	Not Eligible				
Loitering or Prowling		Not Eligible	Eligible	Not Eligible	Not Eligible
Obstruction by Disguised Person		Not Eligible	Eligible	Not Eligible	Not Eligible
Perjury When Not in Official Proceeding	Not Eligible				
Possession or Delivery of Under 20 Grams of Marijuana		Not Eligible	Eligible	Not Eligible	Not Eligible
Possession of Drug Paraphernalia		Not Eligible	Eligible	Not Eligible	Not Eligible

Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Prostitution Related Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible
Pornographic Display of Material to Minors	Not Eligible				
Prescription Drug Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible
Reckless Driving or Reckless Operation of a Vessel		Not Eligible	Eligible	Not Eligible	Not Eligible
Resisting an Officer (or Arrest) Without Violence		Not Eligible	Eligible	Not Eligible	Not Eligible
Sale, Importation, or Distribution of Controlled Substances (drugs); or Possession for Sale, Importation or Distribution		Not Eligible	Eligible	Not Eligible	Not Eligible
Stalking	Not Eligible				
Tampering With Motor Vehicles or Trailers		Not Eligible	Eligible	Not Eligible	Not Eligible
Theft, Petit Theft, or Retail Theft/ Shoplifting	Not Eligible				
Trespass		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Interception or Reception of Law Enforcement Frequencies		Not Eligible	Eligible	Not Eligible	Not Eligible

Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Unlawful Placing, Throwing, or Discharging a Bomb		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Reception of Cable Services		Not Eligible	Eligible	Not Eligible	Not Eligible
Voyeurism	Not Eligible				
Worthless Checks or Stopping Payment with Intent to Defraud of Less than \$150		Not Eligible	Eligible	Not Eligible	Not Eligible

*Combination – a combination of any of the misdemeanor offenses listed on the review guide or other non-listed misdemeanors.