



ATTACHMENT G – DRAFT AGREEMENT FOR SPECIAL INVESTIGATIVE SERVICES

The following sets forth Citizens' expectations of contractual terms and conditions to be included in the Agreement resulting from this RFP. Citizens is willing to modify these terms and conditions based on industry standards and the Vendor's reply to this solicitation.

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

Recitals

On March 6, 2023, Citizens issued a Request for Proposal No. 23-0003 for Special Investigative Services (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. "Assignment" means a written request for Services under this Agreement which is issued by Citizens and accepted by Vendor. Assignments are either Investigative Assignments or Surveillance Assignments as further defined herein.
 - 1.2. "CAIS" means Citizens' Credentialing Administration Information System, which is a secure on-line system used to update and maintain key information about Vendor and Vendor Staff.
 - 1.3. "Citizens Confidential Information" means any and all information and documentation of Citizens that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by Citizens; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by Citizens and marked "confidential" or with words of similar meaning; (c) should reasonably be recognized as confidential information of Citizens; (d) protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida

Statutes; Chapter 69O-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); or, (e) whether marked “Confidential” or not, consists of Citizens’ information and documentation 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 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.

- 1.4. “Deliverables” means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.5. “Effective Date” means the date on which the last Party executes this Agreement and the date upon which this Agreement is effective and commences.
- 1.6. “Examinations Under Oath” or “EUO” means a meeting between any party to a claim and defense or plaintiff counsel requiring a recorded, sworn statement.
- 1.7. “Investigative Assignment” means an Assignment to perform a formal and systematic inquiry as further described in Section 3.4, which may include but may not be limited to thorough interviews, inspections, and comprehensive research.
- 1.8. “Investigative Work Plan” means a written list of tasks required to complete an investigation.
- 1.9. “Liability Claim” means a claim submitted by non-insureds for property damage or injury arising from the insured’s ownership or use of the insured’s property.
- 1.10. “Property Insurance” means providing protection against damage or loss to real or personal property from perils such as fire, theft and wind.
- 1.11. “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.
- 1.12. “Surveillance Assignment” means an Assignment to monitor and record activity using industry best practices, as further described in Section 3.4.
- 1.13. “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.
- 1.14. “Work Product” means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, created for Citizens under this Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

2. Term and Renewals.

- 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for three (3) 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 twenty-one (21) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any amendments signed by the Parties.

3. **Services; Service Requirements.**

- 3.1. **Description.** Vendor is required to perform the Services described in an Assignment. Assignments will be identified as either an Investigative Assignment or a Surveillance Assignment. All Assignments must be performed in accordance with applicable local, state and federal laws relating to investigative services. Vendor acknowledges that Citizens does not in any way represent or guarantee that Vendor will receive any specific or minimum volume of Assignments.
- 3.2. **Assignments, Geographic Zones, and Number of Investigators.** Vendor shall provide Services within the geographic zones as listed below, which are described in Exhibit A – Map of Geographic Zones. Assignments may be issued outside of these types and zones on an exceptional basis by mutual agreement of the Parties.

Vendor must maintain a minimum number of Vendor Staff to perform Assignments, both Spanish and English speaking, as indicated in the table below who are: (a) approved by Citizens as meeting the requirements to perform Assignments; (b) are credentialed and approved by Citizens in CAIS or other designated Citizens' system; and, (c) are reasonably available to provide Services as requested by Citizens in accordance with this Agreement. The Parties may update the numbers in the table below as mutually agreed in writing, and such change does not require a formal amendment to this Agreement.

Geographic Zone	Minimum Number of Qualified, English Speaking Investigators for Assignments	Minimum Number of Qualified, Bilingual Investigators for Assignments
Zone 1		
Zone 2		
Zone 3		
Zone 4		
Zone 5		

- 3.3. **Process and System Requirements.** Assignments will be sent electronically to Vendor at the sole discretion of Citizens, which may be by email or through CAIS. Under certain circumstances, Citizens may, at its discretion, use an alternative Assignment notification method. Vendor shall have one (1) business day to respond to Citizens with either an acceptance of the Assignment, a rejection of the Assignment (providing detailed reasons for the rejection), or a request for clarification. Vendor shall provide its response to Citizens, and all further updates, documents, and invoices related to the Assignment, through the electronic communication method used to send the initial Assignment.
- Citizens may make reasonable additions, modifications, or deletions to an Assignment at any time prior to completion. Vendor must immediately advise Citizens of any questions or objections Vendor has with respect to such changes, otherwise they will be deemed as accepted.
- 3.4. Assignments will generally consist of one (1) or more of the following:
- 3.4.1. **Investigative Assignments.** Investigative Assignments require a formal and systematic inquiry, which may include but may not be limited to thorough interviews, inspections, and comprehensive research. A Vendor Staff member who is assigned an Investigative Assignment shall be capable of and responsible for independently developing and pursuing investigative leads that include, but may not be limited to, the following:

- 3.4.1.1. use of industry accepted fact-gathering techniques;
- 3.4.1.2. use of specialized knowledge and demonstrative experience in the area of commercial and personal lines Property Insurance investigations, including but not limited to the following areas:
 - a. fire loss investigations where an arson for profit is suspected;
 - b. burglary/theft and vandalism claims;
 - c. homeowner's Liability Claims involving injury and/or damage to property;
 - d. homeowner's application fraud and/or underwriting misrepresentation;
 - e. non-weather water claims, such as plumbing pipe breaks, air conditioner leaking; and,
 - f. weather-related claims (roof); such as losses resulting from hurricane and tornadoes.
- 3.4.1.3. reviewing information that is pertinent to a claim file for damage or issuance of an insurance policy, including notes, estimates, claims history reports, and photographs;
- 3.4.1.4. conducting comprehensive online research of open source systems;
- 3.4.1.5. contributing towards an Investigative Work Plan in coordination with Citizens staff based upon the facts and circumstances unique to each claim;
- 3.4.1.6. setting appointments and conducting face to face recorded interviews with insureds, witnesses, and law enforcement;
- 3.4.1.7. conducting telephonic interviews with insureds, claimants, and other witnesses material to the investigation when appropriate and when an in-person interview is not possible;
- 3.4.1.8. site research of official records, including retrieval of police reports, fire suppression reports, permits from local, county, or state agencies;
- 3.4.1.9. inspecting, photographing, and diagraming loss sites;
- 3.4.1.10. ensuring compliance to established timelines and service levels;
- 3.4.1.11. attending EUOs;
- 3.4.1.12. being called upon to be deposed by Citizens; and,
- 3.4.1.13. responsible for preparing their own investigative notes and compiling/transcribing their detailed reports and recorded statements.
- 3.4.2. Surveillance Assignments. Surveillance Assignments require the use of industry best practices to monitor and record activity. A Vendor Staff member who is assigned a Surveillance Assignment shall be capable of and responsible for tasks that may include, without limitation, the following:
 - 3.4.2.1. must be recorded using courtroom admissible, unbiased video equipment and techniques;
 - 3.4.2.2. creating case notes and submitting narrative reports; and,
 - 3.4.2.3. being called upon to be deposed by Citizens.

- 3.5. Temporary Suspension of Assignments. Citizens may, in its sole discretion, temporarily suspend all or certain portions of an Assignment at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing work on that Assignment in accordance with the suspension notice. Within ninety (90) calendar days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 12.1. to terminate this Agreement without cause. Nothing in this Section allows Citizens to withhold or delay any payment for Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of an Assignment.
- 3.6. Vendor Staff Qualifications and Removal: Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.

If Vendor knows or learns of circumstances indicating that a Vendor Staff member (a) lacks the proper training or qualifications to perform the Services; or, (b) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services. Further, if Citizens reasonably determines that a Vendor Staff member is unsuitable to perform Services, Citizens has the right to disallow that person from performing Services and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens. Without limiting the foregoing, Vendor agrees that the below Vendor Staff classifications shall have the described minimum qualifications:

3.6.1. Vendor Staff Performing Assignments

3.6.1.1 Minimum Requirements for Investigative Assignments.

- a. State of Florida, Department of Agriculture and Consumer Services, Division of Licensing Class C Private Investigator license in good standing;
- b. either (a) a two (2) year degree and four (4) years of investigative or insurance experience such as Property Insurance/casualty claims; or, (b) six (6) years combined investigative or insurance experience such as Property Insurance/casualty claims
- c. possess the prerequisite knowledge, skills, abilities, and proficiency to independently conduct Property Insurance investigations;
- d. demonstrate recent investigative experience and proficiency requirements including:
 1. three (3) years' experience conducting interviews pertaining to suspect insurance claims with a minimum of twelve (12) interviews, per year, for the past three (3) years;
 2. having investigated a minimum of six (6) Property Insurance related claims/matters in the most recent calendar year and minimum of eighteen (18) total for the past three (3) years; and,
 3. having completed two (2) hours of continuing education in the area of insurance investigations in the most recent calendar year.

- e. bilingual (English/Spanish) for Vendor Staff designated as a bilingual investigator.

3.6.1.2 Preferred Qualifications for Investigative Assignments. In addition to the minimum requirements, the following are qualifications preferred by Citizens' for Investigative Assignments:

- a. underwriting and agency experience;
- b. bachelor's degree in criminal justice or related field;
- c. industry certifications such as Certified Insurance Fraud Investigator, Fraud Claim Law Specialist, Certified Fraud Examiners, Associate in General Insurance, and/or Associate in Claims;
- d. bilingual (English/Spanish) for Vendor Staff committed as investigators; and,
- e. twenty (20) hours of industry led training in the area of property and casualty investigations within the last calendar year, and sixty (60) in the past three (3) calendar years.

3.6.1.3 Minimum Requirements for Surveillance Assignments.

- a. State of Florida, Department of Agriculture and Consumer Services, Division of Licensing Class C private investigator license in good standing;
- b. at least two (2) years' experience conducting fixed/mobile surveillance relative to insurance matters; and,
- c. possess the prerequisite knowledge, skills, abilities, and proficiency related to evidence gathering and surveillance techniques.

3.7. Credentialing Requirements. Vendor must provide Citizens with qualification and credentialing information related to Vendor and Vendor's Staff. The information will be used to verify that Vendor and Vendor Staff meet and continue to meet the requirements of this Agreement. At Citizens' request Vendor will be required to access "CAIS", or other Citizens' system, where Vendor will input, update, and maintain the following credentialing information listed below.

3.7.1. Vendor Florida Registration. Vendor will provide proof of registration with Florida Department of State, Division of Corporations annually by June 15th.

3.7.2. Vendor Licensing. Vendor provide a copy of current State of Florida, Department of Agriculture and Consumer Services, Divisions of Licensing Class A Private Investigation Agency license within thirty (30) calendar days of the execution of this Agreement, or as otherwise directed by Citizens, and upon each license renewal thereafter.

3.7.3. Vendor Conflict of Interest Form. Vendor will provide the completed form annually by June 15th.

3.7.4. Accurate Data on Vendor Staff. Within thirty (30) calendar days of the execution of this Agreement, Vendor will provide the following information on each of its Vendor Staff that Vendor wishes to make immediately available to perform Assignments. Should Vendor add additional Vendor Staff to assist in performing Assignments, Vendor must update Citizens with Vendor Staff name and information prior to being eligible to perform those Assignments. At Citizens' discretion, Citizens may review and approve Vendor Staff submission documents prior to any Vendor Staff being approved to perform Assignments. Additionally, Vendor will provide updated or

revised information that expires on the dates outlined.

- 3.7.4.1 Vendor Staff Licensing. For Vendor Staff performing Assignments in an investigative capacity, Vendor shall provide a copy of Vendor Staff's current State of Florida, Department of Agriculture and Consumer Services, Division of Licensing Class C Private Investigator license within thirty (30) calendar days of the execution of this Agreement, or as otherwise directed by Citizens, and upon each license renewal thereafter.
- 3.7.4.2 Ethics and Confidentiality Form. An Ethics and Confidentiality Acknowledgement Form executed by Vendor staff. The Ethics and Confidentiality Acknowledgement Form is due within forty-five (30) calendar days of the execution of this Agreement and annually within twelve (12) months from the most recent date of approval in CAIS.
- 3.7.4.3 Individual Profile Questionnaire. Applies to investigative Vendor Staff only. Vendor shall provide Exhibit C – Individual Profile & Questionnaire, within thirty (30) calendar days of the execution of this Agreement or as otherwise directed by Citizens. An Individual Profile Questionnaire should contain detailed information regarding relevant work history with dates, certifications and related training to work as outlined in this Agreement. The Individual Profile Questionnaire shall substantiate the individual's investigative experience and match information the Vendor inputs for each Vendor Staff within CAIS.
- 3.7.4.4 Criminal Background Investigations. For investigative Vendor Staff, Citizens will accept a copy of a current Class C Private Investigator license as proof that a criminal background check has been conducted for that investigator.

For all other Vendor Staff, Vendor must provide Citizens with a copy of a criminal background check performed on such Vendor Staff dated within thirty (30) calendar days of submission of the Vendor Staff to Citizens for qualification and credentialing review. Vendor shall use Exhibit D – Applicant Background Review Guide as a guideline to determine eligibility of Vendor Staff to perform Services. The criminal background check must be updated every two (2) years thereafter. All background checks will be at Vendor's expense and, unless otherwise approved in writing by Citizens' Contract Manager, 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.

Vendor will advise Citizens' Contract Manager or designee if it knows of any Vendor Staff that has a criminal conviction (misdemeanor or felony), regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last ten (10) years in any jurisdiction. Vendor shall not allow that individual to act as a Vendor Staff until Vendor determines whether that individual should be allowed to do so considering (a) the nature and gravity of the offense; (b) the amount of time that lapsed since the offense; (c) the rehabilitation efforts of the individual involved; and, (d) the relevancy of the offense to the individual's role while performing the Services. A disqualifying offense is any crime (in any jurisdiction within and/or outside of the United States

of America) where the nature of the criminal activity is such that a reasonable vendor would agree that the engagement would create a risk of injury, loss, or damage to people and/or property of Citizens. Any Vendor Staff whose criminal background check indicates, to Vendor, conduct that demonstrates a lack of honesty or integrity, or otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed by Vendor to perform Services.

3.7.4.5 Vendor shall conduct a background check that will verify the proposed Vendor Staff has met the minimum education, qualifications, or experience requirements as required by Citizens' Contract Manager or designee.

3.7.4.6 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.

3.7.5 Vendor Staff Training. Vendor shall be responsible to facilitate and present training to Vendor Staff that will be providing Services on all applicable Citizens' policies, Citizens' systems, and other applicable items identified by Citizens. Vendor must conduct its staff training using training materials provided by Citizens and will be responsible to train all individuals who will be working on, or in any way associated with this Agreement on an initial and annual basis. The required initial training must be completed prior to Vendor receiving and accepting any Assignments. Vendor Staff may be required to attend additional training (online and/or classroom) sessions, as is deemed necessary by Citizens' Contract Manager or designee. Citizens reserves the right to attend, request proof of attendance and/or completion documents from the Vendor.

Vendor will provide Citizens' Contract Manager or designee with proof of training no later than ten (10) calendar days after completion of training. Vendor shall be responsible for maintaining complete training records for Vendor Staff. To meet Citizens' training requirements, Vendor shall complete the following for Vendor Staff who are providing Services:

3.7.5.1 Vendor, at its own expense, shall participate in Citizens' initial half-day training for Vendor's provided trainers, which will be a train-the-trainer environment to be held at Citizens' Jacksonville office location.

3.7.5.2 Vendor shall provide, at a minimum, annual recertification training with Citizens' issued training materials to Vendor Staff. Recertification training may occur through a webinar. Citizens reserves the right to request training dates, proof of attendance, documents, and the training site location.

In addition, Vendor shall ensure that Vendor Staff are properly trained and proficient in the use of the most recent version of CAIS, any alternative Assignment notification and/or management system, and any other legislatively mandated training. Citizens' reserves the right, at its sole discretion, to institute the training via a learning management system that tracks and records Vendor Staff training and scores.

3.8. Staff Appearance. Vendor shall ensure that Vendor Staff always wear appropriate business attire while performing any Services.

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, and without limiting any other remedies of Citizens, 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 warranty 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.

- 4.2.1. **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.

- 4.3. **Service Level Standards.**

- 4.3.1 **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. Failure to meet the Service Level Standards may result in Vendor not receiving additional Assignments.

Description	Details	Citizens Standards
Respond to Inquiries	Respond to telephonic and electronic communications.	Within one (1) business day.
Initial Assignment Contact	As further described in Section 3.3., upon receipt of a new Assignment, the assigned Vendor Staff shall contact Citizens to acknowledge receipt by either advising of acceptance, rejection, or to request clarification. If accepted, Vendor shall provide the name and contact information for assigned investigator.	Within one (1) business day.

- 4.3.2 **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 continues to fail to meet any Service Level Standard after being notified of its repeated failures.
- 4.3.3 **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 16.16. 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.

5. Deliverables and Work Product.

- 5.1. Deliverables and Financial Consequences for Non-Delivery. 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 to any Deliverables set forth in an Assignment, the following Deliverables shall apply to the Services.

Description	Details	Citizens Standards
Status Update	Vendor shall provide a written status update to Citizens' Contract Manager or designee regarding the progress made towards completion of each Assignment in a format to be determined by Citizens.	Within fifteen (15) calendar days after receipt of an Assignment and every fifteen (15) calendar days the Assignment remains open thereafter.
Closing Report and Invoice	Submission of a closing report and invoice will indicate completion of the Assignment. The closing report shall summarize investigative findings, which are supported by evidence developed as part of the investigation, shall include all supporting evidence and/or documents, shall be accurate, clear and relevant, and shall be free from bias and personal opinion. At Citizens sole discretion, a closing review of the Assignment may be required prior to the submission of a closing report.	Within ten (10) calendar days after the Assignment is completed, unless otherwise agreed to by Citizens Contract Manager.

- 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, copyrights, or other intellectual property that have been previously developed, purchased, licensed, or acquired by Vendor or by third parties (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor or the third parties. Where Vendor seeks to embed Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.

5.3.2 If and to the extent any Pre-Existing Materials of Vendor are embedded or incorporated in the Work Product, Vendor hereby grants to Citizens the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Pre-existing Materials and any derivative works thereof for Citizens' internal business purposes only; and, (b) authorize others to do any or all of the foregoing for Citizens' internal business purposes only.

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

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

6. Changes.

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

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

7. Acceptance of Services.

- 7.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a thirty (30) calendar day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services (a "Defect"), 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 or other contractual remedies as expressly provided in this Agreement.
- 7.2. Opportunity to Cure. To the extent a Defect can be corrected and was not the result of any bad faith by Vendor, Vendor shall have ten (10) calendar days to cure the Defect (the "Cure Period"). The determination as to whether a Defect can be corrected shall be made by Citizens in its reasonable discretion. If Vendor is unable to cure the Defect within the Cure Period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity. This Cure Period applies only to the failure to deliver Services as specified in this Agreement and is a limited exception to the general cure period set forth in Section 12.2.
- 7.3. Corrective Action Plan. At any stage during the Cure Period 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 Cure Period provided above, unless otherwise agreed to by Citizens in its sole discretion.

8. Compensation.

- 8.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services and any reimbursable expenses under this Agreement (a) shall not exceed a total dollar amount of **\$DOLLAR AMOUNT**; and, (b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.
- 8.2. Price Sheet. Vendor will be paid on a monthly basis for the Services accepted by Citizens in the preceding month according to Exhibit E – Price Sheet.
- 8.3. Invoices. Vendor must timely submit all requests for compensation for Services or expenses request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall submit the original invoice to Citizens' Contract Manager or designee as identified in Section 11.2. Contract Managers. All late payment inquiries must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include, at a minimum, the following: (a) purchase order number/Agreement number/task order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 8.7.); and, (h) itemized Services for which compensation is being sought.

- 8.4. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) calendar days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) calendar days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) calendar days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens' dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.
- 8.5. Travel-related Expenses. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines. All travel-related expenses for overnight travel 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. Compensation for mileage is applicable to Investigative Assignments only and includes mileage, parking, and highway tolls in accordance with Citizens Vendor Travel Reimbursement Guidelines.
- 8.6. Business Related Expenses. Third party services, such as official government record fees, notary services, interpretation services, and transcription services must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved third party expenses incurred in the performance of Services following Citizens' receipt of Vendor's invoice submitted in accordance with Section 8.3.
- 8.7. Admin/Oversight Fee. Assignment oversight and guidance, including review of work product prior to submission. Email/phone conversations with Citizens with exception of file conferences in excess of 30 minutes.
- 8.8. 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.
- 8.9. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 8.10. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against

and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

9. Indemnification and Limitation of Liability.

- 9.1. Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) breaches of any representations made by Vendor under this Agreement; (d) any claim that any Work Product violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor's failure to timely forward a public records request to Citizens for handling; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Citizens, its officers, directors, agents, or employees
- 9.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.
- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 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 DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF TWICE THE AMOUNT OF FEES PAYABLE UNDER THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THIS LIMITATION 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 DATA SECURITY AND CONFIDENTIALITY AS SET FORTH IN THIS AGREEMENT.

10. Insurance.

- 10.1. Vendor Insurance Requirements. During the term of this Agreement, Vendor will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida.
- 10.1.1 Workers' Compensation which provides 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; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein.
 - 10.1.2 Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder) and \$2 million in the aggregate;
 - 10.1.3 Umbrella Excess General Liability and Auto Liability insurance with minimum limits of \$1 million in the aggregate. Should Vendor possess Commercial General Liability with minimum limits of \$2 million in the aggregate, Citizens will waive this requirement;
 - 10.1.4 Automobile Liability with combined single limits of not less than \$1 million per accident (this policy must include Symbol 1 "Any Auto" coverage), provided however, that if Vendor does not own any vehicles and Vendor does not have a schedule of vehicles covered under a Vendor automobile policy, then the policy may instead include both Symbol 8 "Hired Autos Only" and Symbol 9 "Non-owned Autos only". Vendor agrees to secure Symbol 1 "Any Auto" coverage as set forth herein prior to taking ownership of any vehicle, and prior to scheduling any vehicles under a Vendor automobile policy; and,
 - 10.1.5 Professional Liability (errors and omissions) with minimum limits of \$1 million per claim. Coverage shall be provided on a claims made and reported basis.
 - 10.1.6 Information Security/Cyber Liability insurance written on a "claims-made" basis covering Vendor and Vendor Staff for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services, including, without limitation, claims, other demands and any payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy. The Information Security/Cyber Liability Insurance must include internet media liability including cloud computing and mobile devices for protection of confidential information and customer data whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use, including regulatory action expenses, and notification and credit monitoring expenses with at least the minimum limits listed below. Coverage must be renewed for two (2) years after completion of the Services.
 - 10.1.6.1 Each occurrence - \$1,000,000.00
 - 10.1.6.2 Network Security/Privacy Liability - \$1,000,000.00
 - 10.1.6.3 Breach Response/ Notification Sublimit - a minimum limit of fifty percent (50%) of the policy aggregate
- 10.2. Insurance Company Qualifications. Each company issuing policies required under Section 10. must: (a) be licensed to transact business in the State of Florida; and, (b) have an AM Best Financial Strength rating of "A-" or above.

- 10.3. Loss History. Vendor shall provide, or Vendor shall request its insurer to provide, upon request by Citizens, a list of claims paid (with amounts) in the three years prior to the date of Citizens' request, together with a list of any outstanding claims with current reserves.
- 10.4. 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, any Citizens Board Member, or any Citizens employee.
- 10.5. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 10. shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.
- 10.6. Waiver of Subrogation. The insurance required under Section 10. shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.7. Coverage for Indemnity Obligations. The Commercial General Liability, Auto Liability, Umbrella Liability, and Professional Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
- 10.8. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability and Professional Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 10.9. Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Section 10.1. The certificates for Commercial General Liability, Umbrella Liability and Professional Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

11. Contract Administration

- 11.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. Except for written notices not otherwise specifically required herein to be delivered to the Citizens' Contract Manager or designee, all written notices shall be delivered 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 and Purchasing
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
lori.newman@citizensfla.com

Citizens shall provide written notice to Vendor of any changes to the Contract Administrator; 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 operational 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
Emily Halm
Citizens Property Insurance Corporation
301 West Bay Street, Suite 1300
Jacksonville, Florida 32202
Jacksonville, Florida 32202
Emily.Halm@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. Suspension of Services; Termination; Transition Assistance.

- 12.1. Termination without Cause. By thirty (30) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of this Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed through the Termination Date but shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. In the event of Citizens' termination without cause, Citizens, at Citizens' sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.
- 12.2. Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the other Party, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than ten (10) calendar days from receipt of the notice). If the other Party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the Party claiming failure to perform may thereafter notify the other Party, in writing, that it considers the other Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 12.1.

13. Disputes.

- 13.1. Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute

to non-binding mediation. This section shall not apply if (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (b) the dispute is subject to another provision in this Agreement that includes a different dispute resolution process. For the sake of clarity, Citizens is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes.

13.2. Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The Parties also agree to waive any right to jury trial.

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

14. Records; Audits; Public Records Laws.

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

14.2. Right to Audit and Inquire. Citizens shall have reasonable access to Vendor's facilities and has the right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens' Office of Internal Audit and Office of the Inspector General. Vendor shall cooperate with the requestor and provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during an 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 audits to assess Vendor's corrective action(s). Any entity performing auditing services on behalf of Citizens 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 shall not unreasonably delay or inhibit Citizens' right to audit or inquire as set forth in this Section. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees; and, documentary fees.

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

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

containing such information as “Confidential”, “Trade Secret” or other similar designation.

14.3.2 Responding to Request for Vendor’s Confidential Information. If Citizens receives a Public Records Request (“PRR”) or a request from any regulatory or legislative entity regarding Vendor’s Confidential Information, it shall promptly notify Vendor in writing. To the extent permitted by law, Citizens shall not produce Vendor’s Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor’s Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor’s Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor’s Confidential Information is confidential or exempt from disclosure or production pursuant to Florida’s Public Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor’s position. Vendor also agrees to reimburse Citizens for any attorneys’ fees, costs, and expenses incurred by Citizens or awarded against Citizens in any legal proceeding in which the issue is a third party’s challenge to Vendor’s assertion of an exemption under Florida’s Public Records Laws.

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

14.3.4. Additional Duties. To the extent Vendor is “acting on behalf of” Citizens as provided under Section 119.011(2), Florida Statutes, Vendor must: (a) keep and maintain public records required by Citizens to perform the Services; (b) upon request of Citizens’ Records Custodian, provide Citizens with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, for the duration of the term of this Agreement and following the completion of this Agreement if Vendor does not transfer the records to Citizens; and, (d) upon completion of this Agreement, transfer at no cost to Citizens all public records in possession of Vendor or, alternatively, Vendor may keep and maintain all records required by Citizens to perform the Services. If Vendor transfers all public records to Citizens upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to Citizens, upon request by Citizens’ Records Custodian, in a format that is compatible with the information technology systems of Citizens.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT CITIZENS’ RECORDS CUSTODIAN AT (i) (850) 521-8302; (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR, (iii) RECORDS

**CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101
MARYLAND CIRCLE, TALLAHASSEE, FL 32303.**

- 14.4 Remedies. Vendor will hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 14.5 The provisions of this Section shall survive the termination of this Agreement.

15 Security and Confidentiality.

- 15.1 General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; and, (c) protect against unauthorized access to or use of Citizens Confidential Information that could cause harm or inconvenience to Citizens or any customer of Citizens.
- 15.2 Implementation of NIST 800-53 Controls. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor agrees to implement the privacy and security controls that follow the guidelines set forth in NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time.
- 15.3 Audit of Vendor's Privacy and Security Controls
- 15.3.1. Audit Reports. For each calendar year during the term of this Agreement, upon sixty (60) calendar days of issuance but no later than the end of each calendar year, Vendor shall submit 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) calendar days of receipt, an audit questionnaire provided by Citizens regarding Vendor's privacy and security programs.
- 15.3.3 Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls
- 15.4 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. 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) calendar 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. 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.
- 16.2. Vendor Conflicts of Interests. Vendor must execute a Conflict of Interest Form as required by Citizens from time to time. 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.
- 16.3. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- Vendor shall not accept a gift from a Citizens policyholder in connection with the Services that is, or could be interpreted to be, intended to influence the handling of the policyholder's claim, or could be interpreted as an expression of gratitude for such an act.
- 16.4. 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.
- 16.5. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses

from federal, state, and local regulatory/licensing authorities.

- 16.6. 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. Vendor's use of any subcontractors in the performance 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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 corrective action, up to and including contract termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.
- 16.10. 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.
- 16.11. 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.
- 16.12. Modification of Terms. Except as otherwise provided for herein, 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.
- 16.13. Binding Effect. 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.

- 16.14. 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.
- 16.15. 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.
- 16.16. Force Majeure. Neither Party shall be responsible for delays in performance if the cause of the delay was beyond that Party's control (or the control of its employees, subcontractors or agents). To be excused from a delay in delivering a Service, Vendor must notify Citizens in writing of the delay and describe the cause of the delay within five (5) calendar days after the date Vendor knew or should have known that the delay would occur. If the delay is justified, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to an increase in this Agreement price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays, disruptions, interferences, or hindrances. This Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information under this Agreement.
- 16.17. 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.

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

**CITIZENS PROPERTY INSURANCE
CORPORATION**

VENDOR

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Signature

Print Name

Title

Date Signed

ADDENDUM 1
PUBLIC RECORDS ADDENDUM ("ADDENDUM")

Company Name ("Vendor"):
Agreement Name/Number ("Agreement"):
Primary Vendor Contact Name:
Telephone:
Email:

Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes. As a part of providing public access to Citizens' records, Citizens makes its contracts available on Citizens' external website located at www.citizensfla.com/contracts. This Addendum is incorporated into the Agreement in order to address Citizens' public posting of the Agreement and its disclosure to third parties.

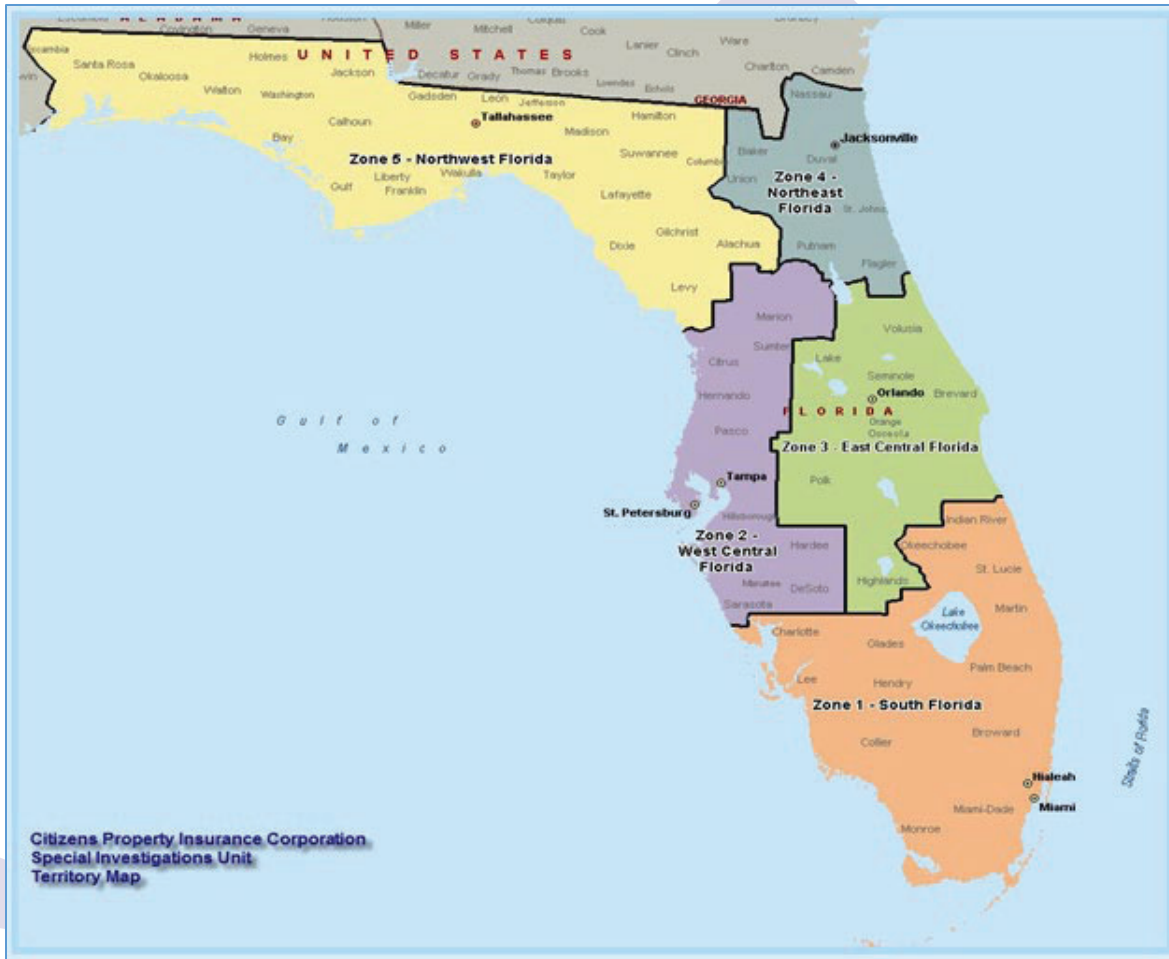
If Vendor asserts that any portion of the Agreement is exempt from disclosure under Florida public records laws, (the "Redacted Information"), such as information that Vendor considers a protected "trade secret" per Section 815.045, Florida Statutes, then Vendor must select the corresponding declaration below and provide the following to Vendor.ManagementOffice@citizensfla.com:

- (1) **A copy of the Agreement in PDF format with the Redacted Information removed (the "Redacted Agreement"); and,**
- (2) **A dated statement on Vendor's letterhead in PDF format clearly identifying the legal basis for Vendor's redaction of the Redacted Information (the "Redaction Justification").**

Vendor must select one of the two declarations below. If Vendor does not select one (1) of the two (2) declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) calendar days of Vendor's receipt of the fully executed Agreement, then without further notice to Vendor, Citizens may post the non-redacted version of the Agreement on its public website and may release it to any member of the public.

<u>Vendor Declaration:</u>
<input type="checkbox"/> Vendor WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor's full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor.
Or
<input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) calendar days of receipt of the fully executed Agreement. Citizens may post Vendor's Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.

EXHIBIT A – MAP OF GEOGRAPHIC ZONES



County	Zone	County	Zone	County	Zone	County	Zone
Alachua	Zone 5	Franklin	Zone 5	Lee	Zone 1	Pinellas	Zone 2
Baker	Zone 4	Gadsden	Zone 5	Leon	Zone 5	Polk	Zone 3
Bay	Zone 5	Gilchrist	Zone 5	Levy	Zone 5	Putnam	Zone 4
Bradford	Zone 4	Glades	Zone 1	Liberty	Zone 5	Saint Johns	Zone 4
Brevard	Zone 3	Gulf	Zone 5	Madison	Zone 5	Saint Lucie	Zone 1
Broward	Zone 1	Hamilton	Zone 5	Manatee	Zone 2	Santa Rosa	Zone 5
Calhoun	Zone 5	Hardee	Zone 2	Marion	Zone 2	Sarasota	Zone 2
Charlotte	Zone 1	Hendry	Zone 1	Martin	Zone 1	Seminole	Zone 3
Citrus	Zone 2	Hernando	Zone 2	Miami-Dade	Zone 1	Sumter	Zone 2
Clay	Zone 4	Highlands	Zone 3	Monroe	Zone 1	Suwannee	Zone 5
Collier	Zone 1	Hillsborough	Zone 2	Nassau	Zone 4	Taylor	Zone 5
Columbia	Zone 5	Holmes	Zone 5	Okaloosa	Zone 5	Union	Zone 4
Desoto	Zone 2	Indian River	Zone 1	Okeechobee	Zone 1	Volusia	Zone 3
Dixie	Zone 5	Jackson	Zone 5	Orange	Zone 3	Wakulla	Zone 5
Duval	Zone 4	Jefferson	Zone 5	Osceola	Zone 3	Walton	Zone 5
Escambia	Zone 5	Lafayette	Zone 5	Palm Beach	Zone 1	Washington	Zone 5
Flagler	Zone 4	Lake	Zone 3	Pasco	Zone 2		

**EXHIBIT B –
ETHICS AND CONFIDENTIALITY ACKNOWLEDGEMENT FORM**

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

1. **VENDOR RELATIONSHIP:** I am currently an employee or sub-contractor of the Vendor identified below, and I am not an employee of Citizens. “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. If I become an employee or sub-contractor for a different 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”) unless they are my relative* and the relationship has been disclosed on this form;
 - 2.2 Accept a gift from a Citizens’ policyholder that is, or could be interpreted to be, intended to influence my handling of a specific claim or issue, or could be interpreted as an expression of gratitude for such an act;
 - 2.3 Have a personal or financial relationship with a current Citizens employee, current or former board member or former Citizens senior manager that creates a conflict of interest; or
 - 2.4 Have any business interest that creates a conflict of interest.

A **conflict of interest** is created when there is a situation in which a person has competing professional or personal interests which make it difficult to properly discharge their duties impartially or which lead to a disregard of a public or corporate duty. Most commonly, in regard to vendors and their employees/ sub-contractors a conflict of interest **may** be created if: (A) you share an interest in a business or have a contractual relationship with any Citizens employee or Board member; (B) if you have a financial interest in any other business that provides services to policyholders related to property insurance claims; (C) if you are a relative* of a Citizens employee or Board member; (D) if you are, or employ, a Citizens employee or Board member or their close family members (father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law); (E) if you are, or employ, a former Citizens senior manager or Board member; or (F) if your business is owned in any part by a current Citizens employee, current or former Board member or former Citizens senior manager.

Is there a potential for a conflict of interest as described above? If yes, please explain.	
<input type="radio"/> Yes <input type="radio"/> No	

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

**EXHIBIT B –
ETHICS AND CONFIDENTIALITY ACKNOWLEDGEMENT FORM**

3. CONFIDENTIALITY AND NON-DISCLOSURE:

- 3.1 "Confidential Information" includes 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 performing services for Citizens 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 comply with the terms of my employer's contractual obligations in regard to confidential information protection including exercising a high level of care in taking 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 regarding my coverage. I will not participate in any Citizens process as it relates to my coverage. The same provisions apply if I become aware that a relative* is a policyholder or applicant of Citizens. If I am inadvertently assigned any work regarding a relative 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.

**Relative" means a person who is your 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 you, or who otherwise holds himself or herself out as, or is generally known as, the person whom you intend to marry, or with whom you intend to form a household; or a natural person having the same legal residence as you.*

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 Citizens information, including my documentation and work product, is considered a public record. I understand that if I **ever** receive a public records request (whether oral or written) from any person or entity for records or information, including Confidential Information, I will comply with the terms of Vendor's contractual obligations and ensure the matter is immediately referred to Citizens' Records Custodian at recordsrequest@citizensfla.com or (850) 513-3823.
5. **TERMINATION OF CLAIM HANDLING:** After termination of my handling of a particular Citizens' issue, or assignment of 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 may be subject to discipline or removal by Vendor from performing Citizens related work; and (B) Citizens

**EXHIBIT B –
ETHICS AND CONFIDENTIALITY ACKNOWLEDGEMENT FORM**

may be entitled to injunctive relief, monetary damages or other remedies.

- 7. PROHIBITION OF REPRESENTATION:** I agree I shall not at any time represent or provide services to a Citizens' Insured in the insured's claim against Citizens for which I provided claim-related services on Citizen's behalf, or engage in any other conduct that could create an actual or perceived conflict of interest. This would include, but not limited to, acting as a consultant, public adjuster, expert witness, umpire or any other capacity related to the Insured's claim against Citizens, or providing referrals for such services in relation 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 C - INDIVIDUAL PROFILE & QUESTIONNAIRE

Name of Person Completing Form

Form Completion Date

Name

Start Date

Company Name

Position Title

County of Residence

Please list the languages in which you are fluent (written and spoken):

PLEASE NOTE: In order to go to the next line, hold ALT and press ENTER.

EDUCATION / CERTIFICATIONS / LICENSING

Indicate with an "x" the License Type & Number:

☐ C: _____

Florida License:

☐ All Lines 620

☐ Public Adjuster 320

☐ Agent 220

☐ Other _____

Indicate with an "x" the industry designations / certifications held:

☐ Fraud Claims Law Associate (FCLA)

☐ Certified Insurance Fraud Investigator (CIFI)

☐ Associate of Insurance Services (AIS)

☐ Fraud Claims Law Specialist (FCLS)

☐ Chartered Property Casualty Underwriter (CPCU)

☐ Senior Claim Law Associate (SCLA)

☐ Associate in Claims (AIC)

Please list education and certifications/licensing NOT listed above:

Institution Name	Years Completed	Field of Study or Certification Title	Degree or Certification Earned

EXPERIENCE AS IT RELATES TO PROPERTY INSURANCE

Cause of Loss / Matter Type	# of Investigations conducted in the Past 12 Months	# of Investigations conducted in the Past 3 Years	Proficiency Level Rating* (supported on page 3)
Fire/ Arson			
Burglary, Theft, Vandalism			
Sinkhole			
Water, Plumbing, Pipe Breaks			
Weather Related Claims (Roof)			
Liability (Injury)			
HO Application/Underwriting Misrepresentation			
Surveillance			
Insurance Agent-related Investigation			
Other: _____			

EXHIBIT C - INDIVIDUAL PROFILE & QUESTIONNAIRE

Total

*For an explanation of Proficiency Level, please reference the "Proficiency Level Rating" tab. Proficiency Level Rating must match Attachment C.

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EXHIBIT C - INDIVIDUAL PROFILE & QUESTIONNAIRE

WORK HISTORY

EMPLOYER 1

Company Name

Start Date

Position Title

End Date

City, State

☐ Full Time

☐ Part Time

List relevant work experience and job responsibilities here:

1.

2.

3.

4.

5.

6.

7.

EMPLOYER 2

Company Name

Start Date

Position Title

End Date

City, State

☐ Full Time

☐ Part Time

List relevant work experience and job responsibilities here:

1.

2.

3.

4.

5.

6.

7.

EMPLOYER 3

Company Name

Start Date

Position Title

End Date

City, State

☐ Full Time

☐ Part Time

List relevant work experience and job responsibilities here:

1.

2.

3.

4.

5.

6.

7.

EMPLOYER 4

Company Name

Start Date

Position Title

End Date

City, State

☐ Full Time

☐ Part Time

List relevant work experience and job responsibilities here:

1.

2.

3.

4.

5.

6.

7.

EXHIBIT C - INDIVIDUAL PROFILE & QUESTIONNAIRE

POSITION-SPECIFIC QUESTIONNAIRE

Number of times testifying at trial or evidentiary hearing? _____
Estimate the number of interviews in last year? _____
Estimate the number of interviews in the past 3 years? _____
Number of EUOs attended in the last year? _____
Number of hours of continuing education in the area
of insurance investigations in the past year? _____

Describe depth of experience conducting property investigations for the Cause of Loss / Matter Type indicated on Page 1.

PLEASE NOTE: In order to go to the next line, hold ALT and press ENTER.

Describe any claims adjusting experience.

PLEASE NOTE: In order to go to the next line, hold ALT and press ENTER.

Describe any specialized training, knowledge, skills or abilities that are relevant to property investigations in the State of Florida.

PLEASE NOTE: In order to go to the next line, hold ALT and press ENTER.

EXHIBIT D --
APPLICANT BACKGROUND REVIEW GUIDE
9/06/2017

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
Assault		Not Eligible	Eligible	Not 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
Contributing to the Delinquency or Dependency of a Child	Not Eligible				
Cruelty to Animals		Not Eligible	Eligible	Not Eligible	Not Eligible
Discharging Firearm in Public		Not Eligible	Eligible	Not Eligible	Not Eligible
Failure to Control or Report Dangerous Fire		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
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
Fraudulent Misrepresentation of Academic degree	Not Eligible				
Indecent Exposure		Not Eligible	Eligible	Not Eligible	Not Eligible
Insurance Crimes (Unfair Claim Settlement Practices, Twisting, or Churning)	Not Eligible				
Unnatural and Lascivious Acts	Not Eligible				
Perjury When Not in Official Proceeding	Not Eligible				
Prostitution Related Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible
Pornographic Display of Material to Minors	Not Eligible				
Sale, Importation, or Distribution of Controlled Substances (drugs); or Possession for Sale, Importation or Distribution		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
Stalking	Not Eligible				
Theft, Petit Theft, or Retail Theft/ Shoplifting	Not Eligible				
Unlawful Interception or Reception of Law Enforcement Frequencies		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Placing, Throwing, or Discharging a Bomb		Not Eligible	Eligible	Not Eligible	Not Eligible
Voyeurism	Not Eligible				

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

EXHIBIT E – PRICE SHEET

RFP No: 23-0003, Special Investigative Services
Attachment F - Price Sheet

INSTRUCTIONS

1. Vendors submitting a Proposal must complete this tab by providing initial pricing for Years 1-3 (the Initial Term) and for Years 4-5 (the Renewal Term) in the yellow highlighted cells for each Section. The Initial Term Pricing is weighted at 70%, and the Renewal Term Pricing is weighted at 30% ("Weighted Contract Price").

The Vendor with the lowest Weighted Contract Price for the Initial Term and Renewal Terms will receive maximum points for the specified Service line item. Vendors will receive points based on the following formula:

$$[(\text{Lowest Vendor Weighted Contract Price}) \div (\text{Vendor Weighted Contract Price})] \times \text{Maximum Points}$$

2. Unit Rates shall be inclusive of all costs

3. Please refer to Exhibit 2 of the RFP for historical assignment volume.

SECTION 1: Investigative Assignment (Maximum Points: 25 Points)	Unit	Vendor Proposed Price Initial Term (Years 1-3)	Vendor Proposed Price Renewal Term (Years 4-5)	Weighted Contract Price
Hourly Rate for Investigative Time and Travel*	Hour			Weighted Contract Price
Admin/Oversight Fee**	Flat Fee	\$125.00	\$125.00	
Mileage	N/A	Per CPIC Travel Guidelines		
Third Party Services***	N/A	At Cost		
SECTION 2: Surveillance Assignments (Maximum Points: 5 Points)	Unit	Vendor Proposed Price Initial Term (Years 1-3)	Vendor Proposed Price Renewal Term (Years 4-5)	Weighted Contract Price
Full Day Assignment (historically assigned more frequently than half day)	Flat Fee			Weighted Contract Price
Half Day Assignment	Flat Fee			Weighted Contract Price
TOTAL	Flat Fee			Weighted Contract Price
Admin/Oversight Fee**	N/A			
Mileage	N/A			
Third Party Services***	N/A			
*This fee applies to Investigator time and travel, except for routine email or phone updates to Citizens. Routine email or phone updates to Citizens are included in the Admin/Oversight Fee, with the exception of file conferences with the Investigator than exceed 30 minutes.				
**This fixed fee is payable once for each Assignment to cover the costs of setup and oversight.				
***Pre-approved third party services, such as notary or transcription services, per Section 8.6 of Attachment G, Draft Agreement				
SECTION 3: Additional Services (Not Scored - Additional Lines may be added as needed) <i>*This Section is for additional services proposed in Part C of Attachment C. Pricing in Sections 1 and 2 above must be all inclusive for Investigative and Surveillance Assignments.</i>	Unit	Vendor Proposed Price Initial Term (Years 1-3)	Vendor Proposed Price Renewal Term (Years 4-5)	Notes