



## **ATTACHMENT G - DRAFT AGREEMENT FOR WATER MITIGATION AND MOLD REMEDIATION ESTIMATE REVIEW SERVICES**

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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 August 25, 2020, Citizens a Request for Proposal for Water Mitigation and Mold Remediation Estimate Review 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 notification to Vendor, by Citizens, to perform Services pursuant to this Agreement.
  - 1.2. “Assessment(s)” means Vendor performs a comprehensive review of a Third-Party Estimate pursuant to an Assignment to assess whether it reflects reasonable and customary charges, in adherence to IICRC standards, practices and guidelines for water mitigation and mold remediation.
  - 1.3. “CAIS” means Citizens Administrative Information System.
  - 1.4. “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.

- 1.5. “Citizens Data” means any and all data of Citizens in an electronic format that: (a) has been provided to Vendor by Citizens; (b) is collected, used, processed, stored, or generated as a result of the Services; or, (c) is private information or personally identifiable information collected, used, processed, stored, or generated as a result of the Services, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements listed herein.
- 1.6. “Deliverables” means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.7. “Effective Date” means the date on which the last Party executes this Agreement.
- 1.8. “IICRC” means Institute of Inspection Cleaning and Restoration Certification.
- 1.9. “JWR Certification” means the IICRC certification for Journeyman Water Restorer.
- 1.10. “MRS Certification” means the IICRC certification for Mold Removal Specialist.
- 1.11. “MWR Certification” means the IICRC certification for Master Water Restorer.
- 1.12. “Reports” means an individual written report of the findings of each Assessment.
- 1.13. “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.
- 1.14. “Staff Reviewer” means the Vendor Staff member who is designated by Vendor to perform an Assignment, including performance of the Assessment and Report.
- 1.15. “Third Party Estimate” means Services produced by a separate vendor contracted by the policyholder or the policyholder’s representative; not a Citizens’ contracted Vendor.
- 1.16. “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 or Citizens Data.
- 1.17. “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.
- 1.18. “WRT Certification” means the IICRC certification for Water Damage Restoration

Technician.

**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 five (5) years.
- 2.2. Renewals. This Agreement may be renewed for two (2), one (1) 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 will provide objective expert analysis of estimates, invoices, and related documentation submitter to Citizens by third-parties with respect to water mitigation and mold remediation services, (each a "Third-Party Estimate"), as more fully set below.
- 3.2. Reviews and Reports. As requested by Citizens through Assignments, Vendor will perform a comprehensive review of a Third-Party Estimate to assess and prepare a Report concluding whether it reflects reasonable and customary charges, in adherence to IICRC standards, practices and guidelines for water mitigation and mold remediation.

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

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

- 3.2.1. Residential Water Mitigation Assessment and Report. An Assessment involving a Third-Party Estimate of water mitigation for a residential water loss. The Staff Reviewer performing this category of Assessment must have a WRT, MWR, or JWR Certification.
- 3.2.2. Commercial Water Mitigation Assessment and Report. An Assessment involving a Third-Party Estimate of water mitigation for a commercial water loss. The Staff Reviewer performing this category of Assessment must have a WRT, MWR, or JWR Certification.
- 3.2.3. Mold Remediation Assessment and Report. An Assessment involving a Third-Party Estimate of mold remediation for a residential or commercial loss. The Staff Reviewer performing this category of Assessment must have an MRS Certification.
- 3.2.4. Time and Material Assessment and Report. An Assessment that is limited in scope to labor and material costs within a Third-Party Estimate. Vendor

will compare hourly labor and material costs to Xactimate pricing based on the job-site location. A Time and Material Assessment may involve a residential or commercial water loss. The Staff Reviewer performing this category of Assessment must have a WRT, MWR, or JWR Certification if the Assessment involves water mitigation, or a MRS Certification if the Assessment involves mold remediation.

Vendor acknowledges that a Report may require revisions after submittal and acceptance by Citizens, due to Citizens' receipt of additional or revised information in the course of the claims adjusting process. Vendor agrees to revise any Report as requested by Citizens at no additional cost. Vendor will provide the revised Report within two (2) business day of Citizens' request.

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

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

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

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

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

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

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

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

3.4. Resolution Support Services. When requested by Citizens, Vendor must provide continuing resolution support with respect to explaining and justifying Vendor's Assessment and Report findings, including providing oral and written responses to follow up on correspondence from Citizens and others involved in the claim (the "Resolution Support Services"). Vendor must provide Resolution Support Services to include, without limitation, oral and written correspondence in response to

inquiries from a third party who submitted the Third Party Estimate, from the policyholder who suffered the loss, and from Citizens or Citizens' counsel consulting on the claim(s). Resolution Support Services will be paid at the hourly Resolution Support Services rate identified in Section 8.

When requested by Citizens, Vendor will also provide Litigation Support Services to include: (i) in person attendance at litigation related matters, such as appearance at mediation; or, (ii) testifying in a court of law (the "Litigation Support Services"). Unless otherwise mutually agreed upon in writing, Vendor will provide a single point of contact to provide Litigation Support Services. Litigation Support Services will be paid at the hourly Litigation Support Services rate identified in Section 8.

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

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

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

- 3.5.1. Identification of the category of requested Assessment and Report (i.e. residential water; commercial water; mold remediation' time and material);
- 3.5.2. Name of the assigning Citizens claims professional (including contact information);
- 3.5.3. Policyholder name;
- 3.5.4. Policyholder contact information (address, city, state, zip code, telephone);
- 3.5.5. Citizens claim number;
- 3.5.6. Water mitigation or mold remediation estimate via PDF attachment
- 3.5.7. Loss Description/Cause of loss;
- 3.5.8. Date of loss
- 3.5.9. Room dimensions of area affected by water (if not specified in water mitigation estimate);
- 3.5.10. Drying logs, if available;
- 3.5.11. Photos, if available;
- 3.5.12. Any supporting documentation such as an adjuster estimate, invoices for Third-Party labor (e.g. HVAC sublet, etc.);
- 3.5.13. Special instructions (as applicable);
- 3.5.14. Negotiation Services (as applicable).

- 3.6. Miscellaneous/Additional Services. Citizens may from time to time request in

writing additional services not specifically set forth above, but which are within the general scope of this Agreement (the “Miscellaneous/Additional Services”). For example, both Onsite Commercial Mitigation Supervision and Onsite Mold Assessment shall also be known as Miscellaneous Services and must be performed by Vendor upon request by Citizens at the rates identified within Section 8. For all other Miscellaneous/Additional Services, Citizens will provide Vendor with advance written notice requesting the Miscellaneous/Additional Services, which must be mutually agreed upon by both Parties. Such notice may include but may not be limited to:

- 3.6.1. A detailed description of the Miscellaneous/Additional Services;
- 3.6.2. A scheduled for commencing the Miscellaneous/Additional Services;
- 3.6.3. A list of any additional deliverables that are the result of the Miscellaneous/Additional Services; and,
- 3.6.4. Any other information related to the Additional Services that the parties feel is necessary.

Unless otherwise mutually agreed upon in writing by the Parties, all additional Miscellaneous/Additional Services (except for those already listed) will be paid at the hourly rate for Resolution Support Services identified in Section 8.

- 3.7. CAIS Credentialing Requirements. Vendor agrees to participate in Citizens’ own document submission and credentialing management process, conducted through CAIS, (the “CAIS Credentialing Requirements”). Vendor acknowledges that Citizens may change CAIS Credentialing Requirements as it deems appropriate in response to changing business, regulatory and technological requirements and capabilities, and Vendor agrees that it shall comply with any changes to CAIS Credentialing Requirements implemented by Citizens.

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

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

- 3.7.1. Vendor Credentialing Requirements. Vendor must provide Citizens with qualification and credentialing information related to Vendor entity as set forth herein as outlined in Section 3.7.3. below.
  - a. Vendor Conflict of Interest Form. Vendor will provide the completed form within thirty (30) days of the execution of this Agreement and annually by July 1st.
  - b. Vendor Florida Registration. Vendor will provide proof of registration with Florida Department of State, Division of Corporations within thirty (30) days of the execution of this Agreement and annually by July 1st.
  - c. Vendor Annual Financial Statement. At its own cost and expense, Vendor shall provide its annual financial statement to Citizens within thirty (30) days of the execution of this Agreement and annually by July 1st. Such financial statement must be completed by Vendor’s

accounting firm or audited financials if a third-party accounting firm is not used.

- d. Certification of Insurance. As further detailed in Section 10 below, Vendor must submit to Citizens a current in-force certificate of insurance within thirty (30) days of execution of this Agreement and must provide subsequent certificates prior to their expiration or renewal.
- e. Vendor W-9. Vendor will provide a current W-9 within thirty (30) days of the execution of this Agreement and upon any change to the Vendor's legal business name, DBA name, payment address or FEIN.
- f. Business Continuity & Disaster Recovery Plan. Vendor shall have a viable, documented, effective and annually tested business continuity / disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within thirty (30) days of execution of the Agreement, at its own cost and expense, and upon request by Citizens thereafter during the term of this Agreement, Vendor shall submit to Citizens evidence and results of its tested business continuity / disaster recovery plan.
- g. Vendor Contact Information Form. Within thirty (30) days of execution of this Agreement, and as often as reasonably required by Citizens, Vendor must identify to Citizens its primary and secondary business representatives responsible for the oversight and management of Citizens work. The identified business representatives must be available during Citizens' Business Hours, unless otherwise specified by Citizens.

3.7.2. Vendor Staff Credentialing Requirements. Vendor must provide Citizens with qualification and credentialing information related to Vendor Staff as set forth herein and as outlined in Section 3.7.3 below. Vendor must obtain approval of a Vendor Staff member in CAIS prior to the Vendor Staff member performing Services under the Agreement. At Citizens' discretion, Citizens' Credentialing Department may review and approve all Vendor Staff submission documents prior to any Vendor Staff being approved to receive Assignments from Vendor under the Agreement. Additionally, Vendor will provide updated information in accordance with the dates outlined herein. At such time that Vendor contemplates providing Services through an additional Vendor Staff member, Vendor must update Citizens with Vendor Staff name and information and must obtain approval in CAIS prior to the Vendor Staff performing Services under the Agreement.

- a. Resume. For each Staff Reviewer, a detailed resume that includes, at a minimum, the principal location of residence, and relevant water mitigation and/or mold remediation work history with dates, certifications and related training. The resume should substantiate water mitigation and/or mold remediation work experience and match information provided by Vendor. Due within thirty (30) days of the execution of this Agreement, and due biennially hereafter as detailed in Section 3.7.3.
- b. Certification(s). For each Staff Reviewer, proof of the necessary IICRC certification(s) as set forth in Section 3.2.. For each Staff

Reviewer providing Negotiation Services, proof of an active adjusting license in the State of Florida as defined by the State of Florida Department of Financial Services. Vendor will be responsible for the certification and licensure of their Vendor Staff, including all associated costs. Due within thirty (30) days of the execution of this Agreement, and due annually thereafter as detailed in Section 3.7.3.

- c. Signed Ethics and Confidentiality Form. Vendor will have all Vendor Staff execute Exhibit A, Ethics and Confidentiality Acknowledgement Form, which is due within thirty (30) days of the execution of this Agreement and due annually thereafter as detailed in Section 3.7.3.
- d. Background Investigative Reports. Within thirty (30) days of the execution of this Agreement, and annually thereafter as detailed in Section 3.7.3 below, Vendor shall conduct a criminal background check on all Vendor Staff and input each criminal background check into CAIS. All criminal background checks will be at Vendor's expense and shall include but not be limited to: (a) state and federal felony convictions or pending adjudications; (b) state and federal misdemeanor convictions or pending adjudications; (c) any crimes in violation of the Violent Crime Control and Law Enforcement Act of 1995 or pending adjudications; and, (d) a seven (7) year minimum timeframe, extending as close as practicable to the date of assignment to perform Services.
  - i. Vendor will not allow any Vendor Staff that has been convicted of, pled guilty or nolo contendere (no contest) to, or has been found guilty of a felony, regardless of whether adjudication was withheld, to perform Services. If a Vendor Staff has been convicted of, pled guilty or nolo contendere (no contest) to, or has been found guilty of a misdemeanor, regardless of whether adjudication was withheld, then such individual will be allowed to perform Services only upon disclosure to and prior written approval by Citizens' Contract Manager or designee. When reviewing such convictions, Citizens' Contract Manager or designee will consult Citizens' Applicant Background Review Guide, attached hereto as Exhibit B. Any Vendor Staff whose criminal background check indicates, to Citizens, conduct that demonstrates a lack of honesty or integrity, or otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed to perform Services.
  - ii. 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.

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

#### **VENDOR (ENTITY) CREDENTIALING REQUIREMENTS**



	<b>Minimum Qualification Requirement</b>	<b>Initial Submission</b>	<b>Renewal Thereafter</b>	<b>Expiration</b>
<b>Conflict of Interest</b>	As outlined in Contract Section 3.7.1	Within 30 days of contract execution	N/A	Contract Expiration
<b>Vendor Florida Registration</b>	As outlined in Contract Section 3.7.1	Within 30 days of contract execution	Annually	July 1st
<b>Vendor Annual Financial Statement</b>	As outlined in Contract Section 3.7.1	Within 30 days of contract execution	Annually	July 1st
<b>Insurance</b>	<p>As detailed in Section 10 of the contract:</p> <ul style="list-style-type: none"> <li>• Workers Compensation with limits of \$1 million per accident</li> <li>• Commercial General Liability with minimum limits of \$1 million per occurrence and \$2 million in the aggregate</li> <li>• Automobile Liability with combined single limits of not less than \$1 million per accident (this policy must include Symbol 1 “Any Auto” coverage)</li> <li>• Umbrella Excess General Liability and Auto Liability with minimum limits of \$4 million in the aggregate.</li> </ul>	Within 30 days of contract execution	Annually and/or Upon Renewal/New Policy Issuance	Expiration date of the Policy
<b>Insurance, Continued</b>	<ul style="list-style-type: none"> <li>• Professional Liability (errors and omissions) with minimum limits of \$1 million per claim and \$2 million in the aggregate</li> <li>• Business Interruption with coverage limits of not less than \$5 million</li> <li>• Information Security/Cyber Liability insurance written on a “claims-made” basis <ul style="list-style-type: none"> <li>○ Each occurrence - \$1,000,000</li> <li>○ Network Security/Privacy Liability - \$1,000,000</li> </ul> </li> </ul>	Within 30 days of contract execution	Annually and/or Upon Renewal/New Policy Issuance	Expiration date of the Policy

	<ul style="list-style-type: none"> <li>Breach Response/ Notification Sublimit - a minimum limit of fifty percent (50%) of the policy aggregate</li> </ul>			
<b>Vendor W-9</b>	Signed W-9 with FEIN Number	Upon submission of solicitation response	Upon any Vendor name or address change that impacts billing	Contract Expiration
<b>Business Continuity &amp; Disaster Recovery Plan</b>	As outlined in Contract Section 3.7.1	Within 30 days of contract execution	Upon request by Citizens	Contract Expiration
<b>Vendor Contact Information Form</b>	Vendor must identify to Citizens its primary and secondary business representatives responsible for the oversight and management of Citizens work	Within 30 days of contract execution	As often as reasonably required by Citizens	Contract Expiration

### VENDOR (DESIGNEE) CREDENTIALING REQUIREMENTS

	Minimum Qualification Requirement	Initial Submission	Required Roles	Renewal Thereafter	Expiration
<b>Resume</b>	As outlined in Contract Section 3.7.2	Within 30 days of contract execution	Staff Reviewer	Biannually	2 years from the most recent date of approval by Citizens in CAIS. Submission documents must be dated within thirty (30) days prior to submission.
<b>Certification(s)</b>	Proof of the necessary IICRC certification(s) as set forth in Section 3.2 of the contract	Within 30 days of contract execution	Staff Reviewer	Annually	1 year from the most recent date of approval by Citizens in CAIS. Submission documents must be dated within thirty (30) days prior to submission.

<b>Ethics and Confidentiality</b>	As outlined in Contract Section 3.7.2	Within 30 days of contract execution	For all roles listed in the Role Matrix	Annually	July 1st
<b>Background Investigative Reports</b>	<p>State and federal felony convictions or pending adjudications; state and federal misdemeanor convictions or pending adjudications; any crimes in violation of the Violent Crime Control and Law Enforcement Act of 1995 or pending adjudications.</p> <ul style="list-style-type: none"> <li>• Search Criteria <ul style="list-style-type: none"> <li>○ Statewide Criminal Search</li> <li>○ Federal District Criminal Search (ALL DISTRICTS)</li> <li>○ 7-year Search History</li> </ul> </li> </ul>	Within 30 days of contract execution	For all roles listed in the Role Matrix	Annually	1 year from the most recent date of approval by Citizens in CAIS. Submission documents must be dated within thirty (30) days prior to submission.

3.7.4. Role Matrix. List of roles used for the project and the CAG Connected systems configurations used by Citizens and the accessibility of the systems for Vendor.

	CAIS Access	CAG Access	Claim Center Role(s)	External Website
<b>Primary Business Contact</b>	YES	NO	N/A	NO
<b>Firm Principal</b>	YES	NO	N/A	NO
<b>Administrative/Support Staff</b>	YES	NO	N/A	NO
<b>Staff Reviewer</b>	YES	NO	N/A	NO

#### 4. Service Warranties and Standards.

4.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional first-class manner in accordance with this Agreement and the standards prevailing in the industry. To this end, Vendor will undertake the following actions without additional consideration during the term of this Agreement and for one (1) year thereafter: (a) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting

any of the Services or information furnished. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The 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 immediately notify Citizens Contract Administrator of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations. Whether by Vendor's notification, Citizens' sole determination, or otherwise, in any case where Citizens is concerned with Vendor's ability or willingness to perform this Agreement is in jeopardy, Vendor acknowledges and agrees that, upon Citizens' request, Vendor shall timely provide Citizens with all reasonable assurances requested by Citizens to demonstrate that Vendor will continue to be able and willing to perform this Agreement.
- 4.3. Responding to Hurricanes and Other Catastrophic Events in Florida. The Parties acknowledge and agree that (a) the Services are essential to Citizens' business operations and its ability to respond to hurricanes and other catastrophic events in Florida; and, (b) Vendor will be ready, willing, and able to provide the Services during and after such events unless doing so would be illegal, impossible, or unreasonably dangerous. This Section supersedes the Force Majeure provisions in Section 17.16. below.
- 4.4. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary. Vendor acknowledges and agrees that Citizens may also monitor and record Vendor Staff communications to the extent they occur within or are connected to any Citizens' resource, such as electronic or telecommunications systems.
- 4.5. Trained and Qualified Vendor Staff. Vendor warrants that all Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services
  - 4.5.1. Removal and Replacement of Vendor Staff. Without limiting Citizens' other rights and remedies under this Agreement, including suspension of Services and termination of this Agreement, where any Vendor Staff fails to comport to any of the training or qualification requirements in this Agreement or, in Citizens' determination, is unsuitable for the performance of the Services, Citizens has the right, at Citizens' sole election, to disallow such Vendor Staff from performing the Services. Upon Citizens' request, Vendor shall promptly provide qualified replacement Vendor Staff reasonably acceptable to Citizens.

4.5.2. Training. Vendor shall be responsible for training Vendor Staff on all applicable Citizens' policies and procedures. Citizens will provide all applicable policies, procedures and training materials to be used during Vendor's training. Vendor must ensure the required training is completed by Vendor Staff prior to performing any Services.

In order to meet Citizens' training requirements, Vendor shall comply with the following for all Vendor Staff prior to providing Services under the Agreement:

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

4.6. Service Level Standards and Financial Consequences.

4.6.1. Description. In addition to all other requirements in this Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth below. The following Service Level Standards are not applicable for commercial losses in excess of \$5,000, except with respect to responding to inquiries and acknowledgement of receipt of Assignment. The appropriate timelines for such losses will be handled on a case by case basis. Failure to meet the Service Level Standards may result in Vendor not receiving additional Assignments.

4.6.2. Assignments by Citizens.

<b>Water Mitigation and/or Mold Remediation Assessment and Report Services</b>	<b>Service Level Standards</b>	<b>Financial Consequences if not met</b>
Responds to inquiries (i.e. phone calls, voicemail, electronic communications).	Within one (1) business day of receipt from Citizens.	N/A
Acknowledge Receipt of Assignment.	Within one (1) business day of receipt of Assignment from Citizens.	N/A
Assign to Staff Reviewer.	Within one (1) business	N/A

	day of receipt of Assignment from Citizens.	
Notice to Citizens in writing that Citizens has failed to provide sufficient information for completion of the Assessment.	Within twenty-four (24) hours of Acknowledgement of Receipt of Assignment.	N/A
Update, Modify or Amend Report as Requested by Citizens	Within one (1) business day.	Citizens Standard must be met ninety (90%) percent of the time in every given monthly period or Vendor shall issue a Service Credit that constitutes a one (1%) percent reduction of each month's aggregate fees payable to Vendor for this Service.
Notify Citizens of any substantial developments in the negotiations process.	Within one (1) business day.	Citizens Standard must be met ninety (90%) percent of the time in every given monthly period or Vendor shall issue a Service Credit that constitutes a two (2%) percent reduction of each month's aggregate fees payable to Vendor for this Service.

- 4.6.3. Reports. On a monthly basis, in arrears and no later than the fifteenth (15<sup>th</sup>) calendar day of the month following the reporting month, Vendor shall provide reports to Citizens describing the performance of the Services as compared to the Service Level Standards. The reports shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a rolling six-month Service Level Standard trend report for the Service Level Standard. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than monthly, to review Vendor's performance as it relates to the Service Level Standards. If Vendor fails to provide a report for a Service Level Standard in the applicable timeframe, the Service Level Standard shall be deemed to be completely failed for the purposes of calculating a Service Credit. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request. For Section 4.6.2., Financial Consequences will be calculated every sixty (60) days for each reported thirty (30) day period.
- 4.6.4. Failure to Meet Service Level Standards. Time is of the essence in meeting the Service Level Standards. If Vendor does not meet a Service Level Standard, Vendor shall issue the applicable Service Credits as agreed upon herein. The Service Credits will be issued on Vendor's next invoice to Citizens for the Services. The Service Credits are intended only to cover the diminished value of a Service that is delivered to Citizens. The acceptance of a Service Credit does not waive Citizens' right to pursue other remedial actions or claims under this Agreement. To the extent the underlying acts or omissions constitute an event of default under another section of this Agreement, Citizens may declare an event of default under that section. Notwithstanding the issuance of a Service Credit, Vendor will use its best efforts to minimize the impact or duration of any outage, interruption or degradation of Service. In no case shall Citizens be required to notify Vendor that a Service Credit is due as a condition of payment of the same.
- 4.6.5. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Vendor fails to meet any Service Level Standard for four (4) months out of any rolling twelve (12) month period.
- 4.6.6. 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 17.16.. 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. Suspension of a Service Level Standard shall not excuse Vendor from accumulating data relevant to that Service Level Standard and reporting such data to Citizens as part of the reports required herein.

**5. Deliverables and Work Product.**

5.1. Deliverables and Financial Consequences. 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 enforce a financial consequence which can include: (a) withholding any payment associated with the Deliverable until such delivery is made; and/or, (b) terminating this Agreement in whole or in part for cause subject to the notice and cure provisions set forth in Section 12.3. below.

In addition, the following financial consequences shall also apply if the Vendor fails to deliver the following Deliverables as specified in this Agreement.

<b>Deliverable</b>	<b>Description</b>	<b>Due Date</b>	<b>Financial Consequences if not met</b>
<b>Submission of Commercial or Residential Water Mitigation Report</b>	Per Section 3.2	Within five (5) business days of receipt of Assignment from Citizens	For each day (or partial day) late, Vendor shall issue a Service Credit that constitutes a five (5%) percent reduction in fees payable to Vendor for the Submission of Report.
<b>Submission of Time and Material Report</b>	Per Section 3.2	Within three (3) business days of receipt of Assignment from Citizens	For each day (or partial day) late, Vendor shall issue a Service Credit that constitutes a five (5%) percent reduction in fees payable to Vendor for the Report submission.
<b>Submission of Mold Remediation Report</b>	Per Section 3.2	Within seven (7) business days of receipt of Assignment from Citizens	For each day (or partial day) late, Vendor shall issue a Service Credit that constitutes a five (5%) percent reduction in fees payable to Vendor for the



			Report submission.
<b>Submission of a monthly Analysis Report</b>	Per Section 3.2	Monthly, no later than the 15 <sup>th</sup> of each month.	For each day (or partial day) late, Vendor shall issue a Services Credit of \$100 payable to Vendor for the Submission of an Analysis Report.

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

## **7. Acceptance.**

7.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a thirty (30) calendar day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services (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 as expressly provided in this Agreement.

7.2. Correction of Defects. To the extent a Defect can be corrected and was not the result of any bad faith by Vendor, Vendor shall have thirty (30) calendar days to correct the Defect. The determination as to whether a Defect can be corrected shall be made by Citizens in its reasonable discretion. If Vendor is unable to correct the Defect within this thirty (30) calendar day period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity.

7.3. Corrective Action Plan. At any stage during the thirty (30) calendar day 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 Defect identified by Citizens during an Acceptance Period, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur before the end of the thirty (30) calendar day 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 accepted and reimbursable expenses under this Agreement (i) shall not exceed a total dollar amount of **[\$DOLLAR AMOUNT]**; and, (ii) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

Citizens' does not guarantee that Vendor will receive any Assignments or any minimum volume of work. Vendor acknowledges and agrees that the Services provided during a State of Florida or federal government declared emergency or catastrophe will be paid at the same rates set forth in this Agreement.

- 8.2. Compensation Schedule. TBD

- 8.3. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall 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](mailto: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 8.8.); 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, a copy of which can be found on Citizens' website: <https://www.citizensfla.com/b2b>. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines or Citizens will not reimburse Vendor for travel-related expenses.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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, employees, and policyholders (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) a breach of any obligation or representation made by Vendor under this Agreement; (d) any claim that any portion of the Services 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.

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

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

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

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

9.2. Limitation of Liability.

9.2.1. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.

9.2.2. 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 CONFIDENTIALITY SET FORTH IN THIS AGREEMENT.

9.2.3. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS

UNDER SECTION 768.28, FLORIDA STATUTES.

9.2.4. THIS SECTION SHALL SURVIVE THE TERMINATION OF 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. 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 "Nonowned 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;
- 10.1.4. Umbrella Excess General Liability and Auto Liability insurance with minimum limits of \$4 million in the aggregate; the umbrella excess policy must afford coverage equivalent to the commercial general liability and automobile liability coverages required in subsections 10.1.2. and 10.1.3.; the policy inception date must also be concurrent with the inception dates of the underlying general liability and automobile liability policies; if vendor maintains commercial general liability and automobile liability coverage that exceeds the minimum limits identified in 10.1.2. and 10.1.3., then Vendor may reduce its umbrella excess coverage limit by the corresponding amount;
- 10.1.5. Professional Liability (errors and omissions) with minimum limits of \$1 million per claim and \$2 million in the aggregate;
- 10.1.6. Business Interruption with coverage limits of not less than \$5 million; and,
- 10.1.7. 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.

- a. Each occurrence - \$1,000,000
  - b. Network Security/Privacy Liability - \$1,000,000
  - c. 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: (i) be licensed to transact business in the State of Florida; and, (ii) have an AM Best Financial Strength rating of "A-" or above.
- 10.3. Defense Costs. The limits of indemnity coverage required under Section 10. shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Section 10., Vendor may alternatively maintain coverage with minimum limits of \$2 million per claim and \$4 million in the aggregate.
- 10.4. 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.
- 10.5. Vendor's Insurance is Primary. The insurance required under Section 10.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens employee.
- 10.6. 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.
- 10.7. Waiver of Subrogation. The insurance required under Section 10. shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.8. 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.
- 10.9. 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.
- 10.10. 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. 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 to be delivered to the Citizens' Contract Manager or designee (such as those relating to background checks, invoicing, data security requirements and subcontractors), 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 Office  
301 W Bay Street, Suite 1300  
Jacksonville, Florida 32202  
904-407-0225  
[Lori.Newman@citizensfla.com](mailto: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  
Steven L. Schnake  
Vendor Relationship Administrator Claims – Vendor Operations  
Citizens Property Insurance Corporation  
301 West Bay Street, Ste 1300  
Jacksonville, FL 32202  
904-407-0627  
[steven.schnake@citizensfla.com](mailto:steven.schnake@citizensfla.com)

Vendor's Contract Manager  
[Name]  
[Company Name]  
[Address]  
[City, State Zip]  
[Phone]  
[Email]

Each Party shall provide prompt written notice to the other Party of any changes to their Contract Manager; such changes shall not be deemed Agreement amendments.



## 12. Suspension of Services and Termination.

- 12.1. Temporary Suspension of Services. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the Services in accordance with the suspension notice. Within ninety (90) calendar days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 12.2. to terminate this Agreement without cause. Nothing in this Section allows Citizens to withhold or delay any payment for Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.
- 12.2. Termination without Cause. By thirty (30) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed and accepted by Citizens through the Termination Date but shall not be entitled to charge for or recover any "wind-down" costs, 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.
- 12.3. 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 breaching Party, in writing, of the nature of the breach and provide a reasonable time certain to cure the breach. The cure period will generally be ten (10) calendar days from receipt of the notice, provided that a cure period is not required if a cure is not feasible as determined by the non-breaching Party or if the breaching Party has already been notified of the breach and given at least ten (10) calendar days to correct it. If the breaching Party does not cure the breach within the time provided by the non-breaching Party, and its breach is not legally excusable, the non-breaching Party may thereafter notify the breaching Party, in writing, that it considers the breaching 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 12.2..
- 12.4. Scrutinized Companies; Termination by Citizens. In addition to any other termination rights of Citizens as provided for in this Agreement, Citizens may, at its sole election, terminate this Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been

placed on the “Scrutinized Companies with Activities in Sudan List;” (c) has been placed on the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;” (d) has been placed on the “Scrutinized Companies that Boycott Israel List;” (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.

### **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 (i) 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, (ii) 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 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](mailto: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](mailto: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. Non-Disclosure of Citizens Confidential Information.**

15.1. Obligation of Confidentiality. Vendor agrees to: (a) hold all Citizens Confidential Information in strict confidence; (b) not use Citizens Confidential Information for any purposes whatsoever other than the performance of this Agreement; (b) not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such Citizens Confidential Information to third parties other than Vendor Staff who have a need to know in connection with the performance of this Agreement; (c) be solely responsible for informing any Vendor Staff with access to Citizens Confidential

Information of the provisions of this Agreement and to be responsible for any acts of those individuals that violate such provisions; (d) provide Vendor Staff having access to Citizens Confidential Information with work environments that protect against inadvertent disclosure to others; (e) use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Confidential Information and to cooperate in promptly remedying such situation; and, (f) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Confidential Information has violated or intends to violate the terms of this Agreement and to cooperate with Citizens in seeking injunctive or other equitable relief against any such individual.

- 15.2. Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).
- 15.3. Labeling of Citizens 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.
- 15.4. 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.
- 15.5. Transmission of Citizens 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.
- 15.6. Return of Citizens Confidential Information. Upon Citizens' request during the term of this Agreement 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.
- 15.7. Disposal of Citizens 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).
- 15.8. 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 notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 15.9. Remedies. Vendor acknowledges that breach of Vendor's obligations under this Section 15 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 15, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.

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

## **16. Information Security and Data Privacy.**

### **16.1. Citizens Data.**

16.1.1. Ownership. Vendor acknowledges and agrees that Citizens Data is and shall remain the sole and exclusive property of Citizens and that all right, title, and interest in the same is reserved by Citizens.

16.1.2. Vendor Use of Citizens Data. Vendor is permitted to collect, process, store, generate, and display Citizens Data only to the extent necessary for the sole and exclusive purpose of providing the Services. Vendor acknowledges and agrees that it shall: (a) keep and maintain Citizens Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Section 16 and applicable law to avoid unauthorized access, use, disclosure, or loss; and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Citizens Data for Vendor's own purposes or for the benefit of anyone other than Citizens without Citizens' prior written consent.

### **16.2. Security and Confidentiality of Citizens Data.**

16.2.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Data; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Data; (c) protect against unauthorized access to or disclosure of Citizens Data; (d) protect against the use of Citizens Data that could cause harm or inconvenience to Citizens or any customer of Citizens; (e) ensure the availability of Citizens Data; and, (f) ensure the proper disposal of Citizens Data.

16.2.2. 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.

#### **16.2.3. Audit of Vendor's Privacy and Security Controls.**

16.2.3.1. 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 to the Services, such relevancy as solely determined by Citizens.

16.2.3.2. 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.

- 16.2.3.3. Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls.
- 16.2.4. Data Encryption. Vendor and Vendor Staff will encrypt Citizens Data at rest and in transit using a strong cryptographic protocol that is consistent with industry standards.
- 16.2.5. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens Data on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).
- 16.2.6. Data Export. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens Data outside of the United States.
- 16.2.7. Unauthorized Use or Disclosure of Citizens Data. Vendor shall use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Data and shall cooperate in promptly remedying such situation. Without limiting the foregoing, Vendor shall: (a) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Data has violated or intends to violate the terms of this Agreement and Vendor will cooperate with Citizens in seeking injunctive or other equitable relief against any such individual; and, (b) pursuant to Section 501.171, Florida Statutes, where Vendor maintains computerized Citizens Data that includes personal information, as defined in such statute, disclose to Citizens any breach of the security of the system associated with the Citizens Data 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.
- 16.3. Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section 16 shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Data.
- 16.4. Return of Citizens Data Upon Termination. Upon the termination of this Agreement for any reason, within five (5) business days following such termination, Vendor shall provide to Citizens, without any charge, conditions, or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), a full and complete extract of Citizens Data in the format specified by Citizens. Further, Vendor shall certify to Citizens the destruction of any Citizens Data within the possession or control of Vendor; provided, however, that such destruction shall occur only after: (a) Citizens Data has been returned to Citizens; and, (b) Citizens

has acknowledged in writing to Vendor that Citizens has fully and adequately received the Citizens Data.

- 16.5. 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 16, it will immediately notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 16.6. Remedies. Vendor acknowledges that breach of Vendor's obligation under this Section 16 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 any of the provisions of this Section 16, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.
- 16.7. The provisions of this Section shall survive the termination of this Agreement.

## 17. Miscellaneous.

- 17.1. Business Continuity and Disaster Recovery Plan. Vendor shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within thirty (30) calendar days of execution of the Agreement, at its own cost and expense, Vendor shall provide to Citizens evidence and results of its tested business continuity/disaster recovery plan and annually thereafter by April 15<sup>th</sup> during the term of this Agreement at Citizens' sole discretion.
- 17.2. Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.
- 17.3. Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.



- 17.4. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 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.
- 17.5. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 17.6. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via [www.sunbiz.org](http://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.
- 17.7. Subcontracting. Vendor shall not enter into any subcontracts for the performance of the Services or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Citizens' consent to Vendor's request to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.
- 17.8. Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 17.9. Headings. The sections and headings herein contained are for the purposes of identification only and shall not be considered as controlling in construing this Agreement.
- 17.10. Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in 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](mailto:newsroom@citizensfla.com).
- 17.11. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right

thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- 17.12. 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.
- 17.13. Assignments. This Agreement shall inure to the benefit 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.
- 17.14. 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.
- 17.15. 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.
- 17.16. Force Majeure. Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that Party's reasonable control (or the reasonable control of its employees, subcontractors, or agents) to the extent not occasioned by the fault or negligence of the delayed or disrupted Party. In no case shall Vendor's labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event. Further, this Section may not be invoked to excuse or delay Vendor's compliance with its

obligations to protect Citizens Confidential Information or Citizens Data. To be excused from delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified, as solely determined by Citizen, 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 or disruption 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 any increase in price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions.

Because of the nature of Citizens' business, Citizens requires that Vendor take every reasonable measure to avoid or minimize any delay or disruption under this Section, including the timely activation of Vendor's business continuity and disaster recovery plans. Where Vendor fails to undertake such efforts, the delay or disruption shall be included in the determination of any service level achievement.

If a force majeure event results in a partial reduction in Vendor's capacity to serve its clients, Vendor agrees that Citizens will receive the same or better priority as Vendor's other clients with respect to the allocation of Vendor's resources.

- 17.17. 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.
- 17.18. Public Records Addendum ("Addendum"). Vendor agrees that the Addendum attached hereto is hereby incorporated into this Agreement in order to address the public posting of this Agreement and its disclosure to third parties.
- 17.19. 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.

***[Signature Page Follows]***

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

**CITIZENS PROPERTY INSURANCE  
CORPORATION**

**VENDOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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Print Name

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Title

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Date Signed

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Signature

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Print Name

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Title

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Date Signed

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Print Name

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Title

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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](http://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](mailto: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 of the two declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) 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 <b>WILL NOT SUBMIT</b> 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.
<b>Or</b>
<input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor <b>WILL SUBMIT</b> a Redacted Agreement and a Redaction Justification within thirty (30) 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: 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*

**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](mailto: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 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:

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

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Signature of employee or sub-contractor:

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

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## EXHIBIT B: APPLICANT BACKGROUND REVIEW GUIDE

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.