



**ATTACHMENT F – DRAFT AGREEMENT FOR
COURT REPORTING SERVICES**

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 **November 12, 2019**, Citizens issued a Request for Proposal No. 19-0020 for Court Reporting 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. “CAIS” – means the Credentialing Administrative Information System which is a secure on-line system used to update and maintain Vendor and Vendor Staff credentialing information.
 - 1.2. “Citizens Confidential Information” means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is either: (a) Protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); (b) private information concerning Citizens employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers’ license numbers, personal email addresses, personal phone numbers, and home addresses); or, (c) related to any Citizens manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. “Citizens Confidential Information” does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens

Confidential Information.

- 1.3. "Court Reporter" – Vendor Staff who performs the act of making a verbatim record of the spoken word, whether by use of written symbols, stenomask equipment, stenographic equipment, or electronic devices, in any judicial proceedings pending in any of the courts of the State of Florida.
- 1.4. "Defense Counsel" – means Citizens' appointed defense counsel.
- 1.5. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.6. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.7. "Firm Principal" – means any officer, director, or managing member of the Vendor firm.
- 1.8. "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.
- 1.9. "Stenomask" – means a hand-held microphone built into a padded, sound-proof enclosure that fits over the speaker's mouth or nose and mouth. This allows a "voice writer" to produce instant text feeds within a courtroom and distribute them in plain text format immediately after a proceeding.
- 1.10. "Transcription Services" – means the act of converting speech into a written or electronic text document.
- 1.11. "Vendor Staff" means any of Vendor's employees, agents, subcontractors or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information.
- 1.12. "Video Services" – means the recording of moving images and sound relating to a judicial proceeding (including depositions) using video tape, disk or other electro-mechanical device.
- 1.13. "Work Product" means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, created for Citizens under this Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

2. Term and Renewals.

- 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for three (3) years.
- 2.2. Renewals. This Agreement may be renewed for one (1), two year renewal period, followed by one (1), one (1) year renewal period 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 of Services. Vendor shall provide Court Reporter Services, Video Services, and/or Transcription Services to Citizens and/or its Defense Counsel, at scheduled proceedings within the State of Florida.
- 3.1.1. Court Reporters must provide Services in accordance with the following:
- 3.1.1.1. Court Reporters must be familiar with and shall adhere to any and all standards or criteria established by the Florida Supreme Court pursuant to Section 25.383, Florida Statutes, as amended from time to time.
 - 3.1.1.2. Court Reporters must be familiar with and adhere to the Florida Rules of Judicial Administration, Rule 2.535, which are incorporated by reference and further define the requirements for the Services required herein.
 - 3.1.1.3. Court Reporters shall disclose to all parties present the existence of any direct or indirect contracting relationship with any attorney or party to the proceeding and recuse themselves from Services accordingly.
 - 3.1.1.4. Court Reporters shall not, in act or by appearance, indicate that the Court Reporter is participating as part of an advocacy support team for any one of the parties.
 - 3.1.1.5. Court Reporters must appear at the scheduled time for all assignments. Court Reporters will not unilaterally cancel an appearance. If the Court Reporter is unable to confirm or verify a scheduled job, then the Court Reporter must provide at least twelve (12) hours advance notice to Citizens and Defense Counsel for the proceeding at issue. Only Citizens or its Defense Counsel may cancel an appearance they have scheduled.
 - 3.1.1.6. Court Reporters will possess software and equipment sufficient to meet the requirements of the American with Disabilities Act. For hearing impaired situations, the use of Communication Access Real-Time Translation is acceptable.
 - 3.1.1.7. When required by Citizens or its Defense Counsel, transcripts must be provided in the time frame specified by Citizens or its Defense Counsel. Citizens or its Defense Counsel may or may not require a transcript of the proceeding attended.
 - 3.1.1.8. Court Reporters shall provide accurate transcripts, meaning those with not more than an average of one error per ten (10) pages, excluding proper nouns. In the event Vendor provides inaccurate transcripts, Vendor shall undertake to make the necessary corrections and provide an accurate transcript at no additional cost to Citizens.
- 3.1.2. Citizens has the right to reject any of the Vendor Staff at any time for any reason during the Agreement term.
- 3.1.3. Citizens will have the right, title and interest (including ownership of copyright) to all materials created during the performance of this Agreement. *[Note: In many jurisdictions, materials produced in connection*

with a publicly filed case (such as transcripts, exhibits and videos) do not belong to any party to the case. Court Reporters act as a custodian of the materials and do not have an ownership right either. Citizens will have a right to these materials as a result of being a party to the case, but Citizens will not have "ownership" control over the materials.]

- 3.2. Additional Services. **ANY ADDITIONAL SERVICES PROPOSED AS PART OF ATTACHMENT D, QUESTIONNAIRE AND ATTACHMENT E, PRICE SHEET WILL BE ADDED HERE PRIOR TO CONTRACT SIGNATURE FOR ANY AWARDED VENDOR.**
- 3.3. Additional Services Via Task Order. Due to evolving technologies and changing needs of Citizens, Vendor may occasionally be requested to provide additional related Services not specified in this Agreement. These additional Services may vary in duration and complexity based on the business need. The scope and pricing must be mutually agreed to by the Contract Managers in a written task order without the need for a formal contract amendment.
- 3.4. Scheduling and Assignment Management. The Services, to include assignments involving nights, weekends, and holidays, will be requested by Citizens and/or its Defense Counsel on a case by case basis.
 - 3.4.1. Vendor must respond to requested assignments as follows:
 - 3.4.1.1. Citizens' Defense Counsel will contact Vendor regarding availability for an assignment.
 - 3.4.1.2. If Vendor indicates it will accept the assignment, Defense Counsel will alert Citizens of the Vendor selection.
 - 3.4.1.3. Upon scheduling, Vendor will obtain necessary information from Defense Counsel to complete fields on the invoice template.
 - 3.4.2. Vendor must immediately, and without exception, provide Citizens' Defense Counsel with no fewer than twelve (12) hours advanced written notice that a Court Reporter will fail to appear at the time of the scheduled proceeding, and/or that a Court Reporter will fail to timely provide transcripts in accordance with any specific time frames requested by Citizens or its Defense Counsel. Vendor is liable for timely delivery of all Services, including transcripts, notes, tapes, and exhibits. If Vendor is unable to produce the transcripts, then Vendor will pay for all costs to make Citizens whole, including but not limited to mileage, overnight accommodations, witness fees, transcripts, and any other costs associated with reproducing the lost record.
- 3.5. Requirements for Certified Transcripts.
 - 3.5.1. Certified transcripts must meet all page standards defined in Rule 2.535, Florida Rules of Judicial Administration.
 - 3.5.2. Information regarding appearances and witnesses must be combined on as few pages as possible and not on separate pages.
 - 3.5.3. The Court Reporter must make every effort to reduce and minimize the number of pages prepared within the boundaries of the Florida Statutes and the Florida Rules of Judicial Administration.
 - 3.5.4. Certified transcripts must be bound with a cover and not affixed with staples.

- 3.5.5. All requested certified transcripts must be delivered to Citizens' Defense Counsel unless instructed otherwise.
- 3.6. Vendor Competence and Professionalism. All Vendor Staff are required to demonstrate the highest levels of professional competence and professionalism while performing work for Citizens or being associated with Citizens. Citizens reserves the right at any time for any reason to disallow a particular Vendor Staff from performing services under this Agreement.
- 3.7. Vendor Credentialing Requirements.
- 3.7.1. Within thirty (30) days of the Effective Date and annually by April 15th, upload into CAIS an executed Ethics and Confidentiality Acknowledgement Form as provided by Citizens for each Firm Principal.
- 3.7.2. Upload an IRS Form W-9 showing Vendor's legal name, FEIN, and address where payments will be sent.
- Vendor will have a continuing obligation to (a) provide updated or new information for any uploaded items that expire; and, (b) upload Ethics and Confidentiality Acknowledgement Forms for any new Firm Principals.
- 3.8. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling statutes, laws, and regulations relevant to the Services.
- If Vendor knows or learns of circumstances indicating that a Vendor Staff member (i) lacks the proper training or qualifications to perform the Services; or, (ii) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services under this Agreement. Further, if Citizens determines that a Vendor Staff member is unsuitable for his/her role under this Agreement, Agreement for any reason, including but not limited to knowledge, skills, experience, abilities, academic qualifications, credentialing, licensure, veracity, or conduct, Citizens has the right to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.
- 3.9. Vendor Corrective Action. At any time when 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.
- 3.10. Background Checks. Vendor shall conduct reasonable screening measures to verify that the proposed Vendor Staff has met the minimum education, qualifications, or experience requirements as required by Citizens' Contract Manager or designee.

4. Compensation.

- 4.1. 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 **TBD \$DOLLAR AMOUNT**; and, (ii) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

- 4.2. Compensation Schedule. Vendor will be paid on an ongoing basis for the Services accepted by Citizens as invoiced by Vendor according to the following table:

ANY PROPOSED DISCOUNT OFFERED AS PART OF ATTACHMENT E, PRICE SHEET WILL BE APPLIED TO THE FOLLOWING TABLE PRIOR TO CONTRACT SIGNATURE FOR ANY AWARDED VENDOR.

Standard Service		
	Weekday Price	Weekend/Holiday Price
Appearance Fees		
Depositions		
First Hour (any portion), including set-up and C.N.A.	\$85.00	\$150.00
Hourly rate after first hour (any portion)	\$55.00	\$75.00
Court Hearings/Trials		
First Hour (any portion), including set-up	\$93.00	\$186.00
Hourly rate after first hour (any portion)	\$60.00	\$120.00
Video Services		
First Hour (any portion), including set-up	\$200.00	\$200.00
Hourly rate after first hour (any portion)	\$100.00	\$100.00
Transcripts		
Transcript fee (Original and one copy) (per page)	\$4.20	
24-hour delivery (State holidays and weekends included) (per page)	\$8.00	
72-hour delivery (State holidays and weekends included) (per page)	\$7.00	
Additional copies (paper) (per page)	\$2.75	
Exhibits (black and white) (per page)	\$0.20	
Exhibits (color) (per page)	\$0.50	
Video Services (per disc copy)	\$50.00	

ADDITIONAL SERVICES PRICING TBD BASED ON VENDOR'S RESPONSE.

- 4.3. The following provisions are applicable to payments made in accordance with the Compensation Table in Section 4.2.:
- 4.3.1. For all Services, a first hour appearance fee shall be paid in full regardless of time worked. Each hour after the first hour shall be rounded to the nearest quarter hour.
 - 4.3.2. Cancellation of an appearance by Citizens without a minimum of four (4) hours' notice, prior to scheduled time, will result in Citizens paying Vendor the first hour appearance fee.
 - 4.3.3. Appearance fees, including first hour and hourly rates, shall not be paid for travel time or breaks (including meal breaks).
 - 4.3.4. Expedited twenty-four (24) or seventy-two (72) hour transcript services shall only be used if requested by Citizens or Defense Counsel.
 - 4.3.5. All transcripts requiring twenty-four (24) hour or seventy-two (72) hour expedited delivery must be sent with a tracking number that is provided to Defense Counsel via email upon shipment.
 - 4.3.6. If Citizens requests transcripts via email, Vendor shall provide these Services at no additional cost.
 - 4.3.7. No excerpt search charges will be allowed.
 - 4.3.8. Any break, while providing Services, does not restart calculations for appearance fees. The first hour back from any break is not considered a first hour for billing purposes. If Citizens or its Defense Counsel schedules multiple jobs at the same location for one day, the start of the second or subsequent job does not constitute an additional first hour, provided, however, that if there is a break between jobs of one hour or more, then the next hour is a first hour.
 - 4.3.9. Vendor will not be compensated for time spent traveling to and from an assignment or for mileage related to travel to and from assignment.
 - 4.3.10. Appearance fee for the first hour includes compensation for the first hour including set-up time and costs associated with preparing a Certificate of Non-Appearance.
 - 4.3.11. Transcript fee is the rate of compensation per page of the transcript. Transcript fees includes an original transcript and one copy. Standard postage rates are included in the transcript fee for standard delivery, non-expedited, assignments.
 - 4.3.12. Transcript fee also includes any charges associated with providing a word index. Citizens will not pay a per page cost associated with the word index portion of the transcript.
 - 4.3.13. Citizens will reimburse Vendors for shipping costs in the event twenty-four (24) or seventy-two (72) hour expedited services are requested. All charges for postage must be supported by appropriate invoices, receipts, or affidavit, and shall be billed and reimbursed at cost.
 - 4.3.14. The rate for twenty-four (24) or seventy-two (72) hour expedited delivery services is calculated using a price per page rate. Vendor are not permitted to charge twenty-four (24) or (72) hour expedited rates in addition to

- standard transcript rates for the same transcript; the rate for expedited transcripts is to be calculated exclusively.
- 4.3.15. Additional copies (paper) are defined as each additional copy after the first original and first copy of transcript and are to be invoiced using the indicated price per page rate. Standard postage rates are included in the per page transcript fee for additional copies.
 - 4.3.16. Video Services are compensated under the same guidelines referenced above including but not limited to a first hour appearance fee followed by an hourly charge for each hour of service in excess of the first hour.
 - 4.3.17. The Video Services first hour appearance fee includes any time associated with equipment set-up.
 - 4.3.18. Video Services first hour appearance fee and/or hourly rates are inclusive of charges relating to editing or any costs associated with transcribing images and sound to a deliverable medium.
 - 4.3.19. Vendor shall not charge for equipment and supplies, as those prices are built into the base rates.
 - 4.3.20. Standard postage rates are included in the per disc copy charge for Video Services.
 - 4.3.21. Citizens makes no guarantee as to amount of fees, the number of hours or the number transcript pages to be assigned to Vendor hereunder.
 - 4.3.22. The Parties may mutually agree to make temporary equitable adjustments in the Agreement terms or pricing in response to extreme and unforeseen changes in the marketplace that were beyond Vendor's control.
- 4.4. Best Pricing Attestation. During the Agreement term, if Citizens becomes aware of better pricing offered by Vendor for substantially the same or a smaller quantity of Services outside this Agreement, but upon the same or similar terms of the Agreement, then at the discretion of Citizens the price under the Agreement will be immediately reduced to the lower price. As requested by Citizens Contract Manager or designee, Vendor will submit to Citizens a written attestation confirming Vendor is in compliance with this Section.
 - 4.5. Invoices. Citizens will provide Vendor with a standardized invoice that auto-populates pre-determined fees from the Compensation Schedule in Section 4.2. Vendor shall submit all requests for compensation in conformity with the standardized invoices and within thirty (30) days of completion of the assignment.
 - 4.5.1. Vendor shall submit a copy of the original, legible, signed, dated, page-numbered invoice through the appropriate Citizens' system.
 - 4.5.2. Citizens will not honor interest fees or late fees assessed by Vendor for any invoice submitted for payment.
 - 4.6. 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.

- 4.7. Travel-related Expenses. Citizens will not reimburse Vendor for travel-related expenses.
- 4.8. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 4.9. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 4.10. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

5. Indemnification.

- 5.1. 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 "Indemnatee" 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 Indemnatee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) breaches of any representations made by Vendor under this

Agreement; (d) any claim that any 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.

- 5.1.1. 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.
- 5.1.2. 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.
- 5.1.3. 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.
- 5.1.4. The provisions of this Section shall survive the termination of this Agreement

6. Insurance.

- 6.1. Vendor Insurance Requirements. During the term of this Agreement, Vendor will maintain at its sole expense commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, at a minimum, shall include commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming Citizens as an additional insured.

7. Contract Administration.

- 7.1. 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

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

- 7.2. 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

John Cipolla
Citizens Property Insurance Corporation
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
(904) 407-0476
John.Cipolla@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.

8. Agreement Termination.

- 8.1. Termination without Cause. By thirty (30) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed and accepted by Citizens through the Termination Date but shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right.
- 8.2. Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the 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 8.1.

- 8.3. 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.

9. Disputes.

- 9.1. 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.
- 9.2. 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 Courts of 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.
- 9.3. The provisions of this Section shall survive the termination of this Agreement.

10. Records; Audits; Public Records Laws.

- 10.1. 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.
- 10.2. 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.

10.3. 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.

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

10.3.2. Responding to Request for Vendor Confidential Information. If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing. 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.

10.3.3. Vendor's Duty to Forward Records Requests to Citizens. Vendor receives

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

10.3.4.

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

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

11. Security and Confidentiality.

11.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; and, (c) protect against unauthorized access to or use of Citizens Confidential Information that could cause harm or inconvenience to Citizens or any customer of Citizens.

11.2. Data Export. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens Confidential Information outside of the United States.

11.3. Authority to Disclose Confidential Information to Others. Vendor acknowledges and agrees that any Citizens Confidential Information disclosed to or acquired by Vendor is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services. Vendor shall restrict access to Citizens Confidential Information to Vendor Staff who will actually perform Services and Vendor shall provide such Vendor Staff with work environments that protect against inadvertent disclosure to others. Vendor shall be solely responsible for informing any individual or entity with access to Citizens Confidential Information of the provisions of this Agreement and shall be responsible for any acts of those individuals and entities that violate such provisions. . [Note: *The restrictions on sharing information do not apply to materials produced in connection with a publicly filed case, such as transcripts, exhibits and videos, if the third party has a right to the materials under law.*]

11.4. Unauthorized Disclosure of Confidential Information. Vendor will notify Citizens Contract Administrator as soon as possible of any potential or actual unauthorized

disclosure, misuse, or misappropriation of Citizens Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. Pursuant to Section 501.171, Florida Statutes, if Vendor maintains computerized data that includes personal information, as defined in such statute, on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

- 11.5. Return of Confidential Information. During the term of this Agreement, upon Citizens written request or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely. *[Note: The return or disposal of Confidential Information does not apply to materials produced in connection with a publicly filed case, such as transcripts, exhibits and videos.]*
- 11.6.
- 11.7. Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Confidential Information in connection with this Agreement.
- 11.8. The provisions of this Section shall survive the termination of this Agreement.

12. Miscellaneous.

- 12.1. Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.
- 12.2. 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.
- 12.3. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.

Vendor shall not accept a gift from a Citizens policyholder in connection with the

Services that is, or could be interpreted to be, intended to influence the handling of the policyholder's claim, or could be interpreted as an expression of gratitude for such an act.

- 12.4. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 12.5. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 12.6. Subcontracting. Vendor shall not enter into any subcontracts for the performance of the Services or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. 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.
- 12.7. Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 12.8. Headings. The sections and headings herein contained are for the purposes of identification only and shall not be considered as controlling in construing this Agreement.
- 12.9. Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in corrective action, up to and including contract termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.
- 12.10. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- 12.11. Agreement Disclosure Acknowledgement 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.
- 12.12. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.
- 12.13. 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.
- 12.14. 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.
- 12.15. Notice of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor’s ownership structure, Vendor agrees to notify the Citizens Contract Manager of any transfer of a substantial interest in Vendor by any of its owners.
- 12.16. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 12.17. 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. 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.

- 12.18. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.

[Signature Page Follows]

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

**CITIZENS PROPERTY INSURANCE
CORPORATION**

VENDOR

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Signature

Print Name

Title

Date Signed

ADDENDUM 1
AGREEMENT DISCLOSURE ADDENDUM (“ADDENDUM”)

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

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

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

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

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 WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor’s full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor.
Or
<input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) 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.