**ATTACHMENT H - DRAFT CONTRACT FOR**

**MEDICAL PLAN AND PRESCRIPTION DRUG COVERAGE ADMINISTRATIVE 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 [MMMM DD, YYYY], Citizens issued Invitation to Negotiate No. 21-0022 for Medical Plan and Prescription Drug Coverage Administrative 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. “ACA or Affordable Care Act” means the Patient Protection and Affordable Care Act, Pub. L. No. 111-148.
   2. “Case Management” means a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the Member’s health and human service needs.
   3. “Citizens Confidential Information” means any and all information and documentation of Citizens that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by Citizens; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by Citizens and marked “confidential” or with words of similar meaning; (c) should reasonably be recognized as confidential information of Citizens; (d) protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 69O-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); or, (e) whether marked “Confidential” or not, consists of Citizens’ information and documentation related to any Citizens manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. Also included 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.
   4. “Citizens Contract Manager” means Citizens’ departmental representative who will be responsible for managing the daily functions of the Agreement on behalf of Citizens or, where applicable, his or her designee.
   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.
   6. “Claims” means any request for a benefit under the Plan that is made by a Member or his or her authorized representative that complies with the Plan’s reasonable procedures for making benefit Claims.
   7. “COBRA” means the continuation of group health coverage required under Title XXII of the Public Health Services Act (PHSA), 42 U.S.C. §§ 300bb-1 through 300bb-8.
   8. “Deliverables” means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
   9. “Disease Management” means a system of coordinated healthcare interventions and communications for populations with conditions in which patient self-care efforts are significant.
   10. “Effective Date” means the date on which the last Party executes this Agreement.
   11. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
   12. “Formulary” means a detailed list of prescription brand name and generic drugs covered under the Plan’s prescription drug benefit.
   13. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations promulgated thereunder.
   14. “Medical Plan” means each of the benefit plans that provides, health, hospitalization, medical, prescription, or surgical.
   15. “Member(s)” means an individual or individuals enrolled in the Plan (i.e., employees, employee’s spouse or domestic partner, and dependents).
   16. “MHSA” means Mental Health and Substance Abuse.
   17. “Network” means the facilities, providers and suppliers Provider has contracted with to provide health care services.
   18. “Plan(s)” means any medical plan and/or prescription drug coverage for which the Services are provided.
   19. "Prescription Drug” means health insurance or plan that helps pay for prescription drugs and medications.
   20. “Provider” means entity treating the medical condition.
   21. “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.
   22. “Subscriber” means the Citizens employee who is the primary enrollee in the Plan.
   23. “SBC or Summary of Benefits and Coverage” means a concise document detailing, in plan language, simple and consistent information about the medical and prescription drug benefits and coverage as required by the ACA.
   24. “SPD or Summary Plan Description” means the documents that describe the substantive provisions of the Plan to be provided to Members. As a governmental entity, Citizens is not required to comply with the ERISA SPD content requirements. However, the SPD should comply with all ERISA requirements for SPD contents other than the statement of ERISA rights.
   25. “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.
   26. “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****.**
   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. Renewals.This Agreement may be renewed for up to three (3) additional 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****.**
   1. Description. Vendor shall provide the following Services:

Administrative service for Medical Plan/Prescription Drug Administrative Services on a self-funded basis.

* + 1. Network Management.
    2. Vendor shall provide, maintain, or build comprehensive Provider Networks (owned, rented, or leased) for the Plan based on quality, accessibility, and specialization. The comprehensive Network shall include:

1. primary care physicians;
2. specialists;
3. hospitals;
4. outpatient facilities;
5. urgent care facilities; and,
6. all other medical Providers.
   * 1. If Vendor uses any rented or leased Networks, those Networks shall be transparent to the Members by utilizing one identification card, one Provider directory, and one point of contact.
     2. The Networks shall meet the Service Level Standards set forth in Section 4.1. below.
     3. Vendor shall provide Citizens with at least sixty (60) calendar days advance notice and written justification in the event of loss or a potential loss of Network Providers or temporary disruption of Services (e.g., decommissioning of existing facility and relocation to new facility). The justification statement shall include:
7. impact to plan Members and proposed alternatives;
8. impact to access-to-care standards set forth in the Service Level Standards;
9. estimate of Members utilizing Provider(s) and impacted by the loss or disruption; and,
10. estimated schedule for resumption of Provider services, if applicable.
    * 1. Vendor shall identify third-party Providers or the Vendor’s own internal process used to negotiate discounts for Services provided at non-network facilities.
      2. Programs.
      3. Disease Management: Vendor shall provide Disease Management services to Members. Disease Management should be supported by or integrate with Case Management, where applicable. Support should be supplied in accordance with the member’s needs, including critical care.
      4. Case Management: Vendor shall provide Case Management services to Members.
      5. Wellness Services: Vendor shall provide robust health and wellness improvement programs, including a platform accessible in a modern way. The program should also respond to specific diagnoses as well as programs that enable the general well-being for those who do not have any particular diagnosis.
      6. Pharmacy Benefit Manager: Vendor shall provide the following pharmacy benefit manager services related to prescription drug benefits under the Plan. The pharmacy benefit manager shall be accredited by URAC and shall include:
11. General Requirements.
12. Offer and/or administer rebates which can be returned via check, discount of cost, or credit. Rebates shall be returned to Citizens on a quarterly schedule. The rebate shall be returned with the timeframe of the rebate and written justification/calculation of the rebate.
13. Maintain a program that addresses and works to mitigate fraud.
14. Identify and contact those Members using name brand drugs and attempt to convert them to generic drugs.
15. Identify and contact those Members using retail maintenance drugs and attempt to convert those maintenance drug prescriptions to mail order.
16. Maintain and apply a Formulary to Plan benefits to include prior authorizations and step therapy programs. Changes to the Formulary will be made in accordance with industry standards. Vendor shall review changes to the Formulary during the quarterly meeting described in Section 3.1.3. The review of the Formulary changes shall identify all impacted Members and the financial impact. Citizens reserves the right to reject proposed Formulary changes.
17. Mail Order Prescription Program.
18. Ability to obtain a ninety (90) day supply at the co-pay specified in Appendix 1.
19. Replacement of the ninety (90) day for the Member if the prescription is lost by the delivery carrier or damaged during shipping.
20. Tracking of all shipped prescriptions.
21. Shipment of prescriptions via standard mail delivery (not expedited) at no additional charge to Members. Prescriptions should be shipped within 72 hours of approval and fulfillment.
22. Alternative shipping options for Members to receive expedited services when necessary.
23. Packaging of all shipped prescriptions in tamper resistant, plain label mailing, using temperature-sensitive packaging where appropriate.
24. When original hard copy prescription is not legally required, acceptance of prescriptions via telephone, email or fax;
25. Online tools for the Member, including but not limited to information about number of refills available, reordering of prescriptions, and reporting of historical information that can be printed, emailed, saved.
26. Acceptance of multiple forms of payment, including but not limited to checks, credit cards, debit cards, flexible spending account cards, and PayPal payments.
27. Generic, name brand and specialty drugs.
28. Durable medical equipment.
29. Diabetic supplies.
30. Toll free number with 24/7 customer service for Members.
31. Material, literature, and forms to support Members, including but not limited to education and services to support Citizens’ goals such as increased generic utilization and increased mail order utilization.
32. Follow-up service including at least three (3) attempts (two (2) attempts via phone and one (1) attempt via U.S. mail) to contact Members for additional information in those instances in which a prescription cannot be processed (whether on the initial fill or a refill).
33. A retail prescription program to include.
34. A Network of retail pharmacies with adequate access.
35. Network retail pharmacies must accept credit and debit cards (bank/FSA), or other forms of payment, including cash and/or checks.
36. Network retail pharmacies must provide generic, name brand, and specialty drugs, durable medical equipment, and diabetic supplies.
37. Network retail pharmacies must provide up to 90-day supplies when prescribed, at the co-pay specified in Appendix 1.
38. Clinical prescription programs that include.
39. Administration of step therapy and prior authorizations.
40. A drug adherence program which identifies and engages Members that are not refilling or taking medications pursuant to Provider instructions, that Members can choose to participate in.
41. Prescription counseling which shall include advice and support.
42. A therapeutic class management program for disease states such as hypertension, and diabetes.
43. A specialty drug management program which targets high cost, high touch medication therapy focusing on Members with complex disease states. A specialty drug management program may include dispensing, medication therapy management, patient advocacy and therapy compliance. Specialty pharmacies should:
    1. exhibit clinical quality, safety and efficacy; and,
    2. be able to administer retail lockout, limit maximum dispensed quantity based on plan design (i.e. 30 calendar days vs. 90 calendar days), and administer program with retail or unique co-pay.
       1. Meeting and Reporting Requirements.

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| **Activity** | **Description** | **Due Date** |
| Annual open enrollment fair | Participate and attend Citizens’ annual open enrollment fair(s) held at Citizens locations or virtually as needed. Present benefit changes, answer questions, interact with Citizens staff, and provide materials on services. | Annually - upon request |
| Annual health fair | Participate and attend Citizens’ annual health fair(s) held at Citizens locations or virtually as needed. Assist in engaging other vendors, such as gyms, associates, etc. to participate in the annual health fair and provide biometric screenings. Vendor provides marketing materials and supports Citizens communication efforts leading up to the annual health fair with the goal of increasing employee participation. | Annually - upon request |
| Quarterly meetings | Attend quarterly meetings with Citizens, or as otherwise reasonably requested and as necessary for the provision of Services. Meetings to be held at Citizens locations or virtually as needed. Vendor is to provide meeting minutes (with action items) no later than five (5) business days after each meeting. Agenda topics will be agreed up on by both Parties at least two (2) weeks prior to the meeting and may include topics such as:   * results from the preceding reporting quarter; * relevant member issues; * review of applicable reports; * program enhancements such as new tools and expansion of wellness offerings; * trends or best practices; * a review of the pharmacy benefit manager program; * updates to prior authorization and step therapy programs; * review of the Formulary; and, * suggestions for optimization of the Plan. | Quarterly - upon request |
| Member satisfaction survey | Within the third quarter of each calendar year, Vendor is expected to survey a statistically valid sample of Members to verify satisfaction levels relating to Vendor’s customer service unit, claims processing unit, Network, and other Services and to gauge satisfaction with the Plan. The survey is subject to the customization and approval of Citizens. Vendor should preview survey results and any follow up actions with Citizens during the fourth quarter meeting annually. | Annually during third quarter |
| Vendor performance scorecard | Participate in a Vendor performance management process which includes a planning and evaluation stage. The planning stage is intended to identify specific performance expectations that the Vendor is responsible for achieving during the rating period and the evaluation portion assesses the Vendor’s performance in achieving expectation standards. The performance expectation considers overall quality, responsiveness, accessibility, and issue resolution. | Quarterly |
| Status on open items | Updates on worklist and current topical issues (open pending items, open pending claims). | Bi-weekly |
| Reporting Requirements | Deliver the weekly, monthly, quarterly, and annual reports outlined below to Citizens Contract Manager pursuant to the due dates indicated. Provide online reporting access, which will allow the Citizens benefit staff to access reports on demand and generate ad hoc reporting | As identified in Section 5.1 below |

* 1. Key Vendor Staff Resources. Vendor is expected to provide the following key Vendor Staff resources; each resource is expected to be non-exclusive to Citizens and their duties include the following:

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| **Role** | **Expectation** |
| Account Executive | * Senior point of contact * Provide oversight and ultimate accountability for Citizens’ overall satisfaction with the Services * Provide resolution support for issues when all other avenues have failed to resolve the issue * Meet with Citizens, in person in Jacksonville, Florida or virtually, at a minimum of once each calendar quarter * Review and report quarterly Service Level Standards |
| Account Manager | * Primary point of contact with respect to administration of the Services * Overall day-to-day responsibility for planning, supervising, and performing Services * Resolve issues and be responsive in accordance with Service Level Standards attend Citizens’ annual open enrollment fair and all health fairs (designee may be sent if prior notification is given to Citizens) * Participate in and attend quarterly meetings in Jacksonville, Florida or virtually |
| Customer Service Representative | * Point of contact for Citizens’ Contract Manager for all escalations related to Member issues, such as Claims, COBRA, and retiree inquiries |
| Membership and Billing Representative | * First point of contact for Citizens’ Contract Manager for any issue related to Member eligibility, enrollment, terminations, invoicing, COBRA, and Retiree inquiries * Resolve issues in accordance with Service Level Standards |
| Wellness Program Representative | * First point of contact for Citizens’ Contract Manager for all Citizens’ health and wellness program needs * Coordinate vendors for Citizens’ annual health fair * Provide an executive summary and report from information collected from biometric screenings * Participate in and attend quarterly meetings in Jacksonville, Florida or virtually |

Any alternative or substituted key Vendor Staff resources will require prior written approval by Citizens’ Contract Manager or designee.

For all Providers, Vendor will coordinate all operational synergy as needed.

* 1. 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 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.

* 1. Other Background Checks. Vendor shall also conduct reasonable background checks to verify that the proposed Vendor Staff has met the minimum education, qualifications, or experience requirements as required by Citizens’ Contract Manager or designee.
  2. Compliance with Fair Credit Reporting Act. 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. Fiduciary Responsibility. The following requirements describe general and claim fiduciary responsibilities of Vendor and Citizens:
     1. Fiduciary Responsibility Generally: Except as provided in this Section 3.6, Citizens will retain all of the responsibility, authority and discretion with regard to the Plan that would be held by a Plan sponsor and/or fiduciary consistent with ERISA.
     2. Claims Fiduciary: Citizens will extend to Vendor the discretionary authority to make decisions concerning Claims and appeals of Claims submitted by Members. Vendor shall adjudicate Claims in accordance with the provisions of the Plan and shall review Member appeals of denied Claims and make the final determination as to whether the Claim is covered. Vendor will also be responsible for the defense of decisions concerning the adjudication and appeals of Claims. For example, where Vendor denies a Claims appeal and the Member files suit claiming that the coverage decision was in error, Vendor shall defend the decision and bear the legal costs of the defense. Citizens shall remain responsible for the payment of Plan benefits awarded or paid by settlement, judgement, or otherwise. Vendor acknowledges and agrees that this delegation of authority is to be reflected in the SPD.
  4. Claims Process. The following process requirements will apply to the Claims program established by Vendor:
     1. Vendor shall receive, process and adjudicate Claims in accordance with best industry practices using the standards consistent with ERISA, for group health plans that are subject to such requirements. Vendor shall be responsible for all aspects of Claims administration.
     2. Vendor shall establish and perform all aspects of benefit payment in accordance with the Plan document. Vendor shall verify benefits and eligibility before authorizing services or payment.
     3. Vendor shall determine what databases are utilized to determine reasonable and customary allowances.
     4. Vendor shall determine the order of liability for coordination of benefits as prescribed by applicable state and federal law, including Medicare.
     5. Vendor shall provide, at no additional cost, an appeals process as directed by the Department of Labor and the ACA. Appeal information shall be included in the SPD.
  5. Other Litigation. In addition to Vendor’s obligations provided herein, Vendor shall provide necessary legal defense and assistance as required in the event of any legal action or proceeding brought against Vendor or Citizens related to performance of this ITN and/or the Agreement. If litigation, an investigation, or other proceedings are commenced against Vendor related to the performance of this ITN and/or the Agreement, Vendor shall provide notice to Citizens as soon as practicable. Vendor shall select and retain counsel, upon written approval (which will not be unreasonably withheld) by Citizens, after Vendor notifies Citizens of its selection. Vendor will assume liability for payment of attorneys’ fees and costs in connection with the litigation, proceeding, or investigation.
  6. Government Filings.Vendor shall prepare and file all legal documents with the Florida Office of Insurance Regulation, Florida Agency for Health Care Administration, and other agencies as necessary to implement and maintain the Plan, including but not limited to policies, amendments, contracts and required state filings if required to implement and maintain a self-insured Plan.
  7. Subrogation**.** Vendor shall identify, to the extent possible, any payments for which the Plan has, or may have, a right of subrogation. Vendor shall make a reasonable and diligent effort to enforce, in accordance with Section 768.76, Florida Statutes, and the SPD, any subrogation claim belonging to the Plan. Vendor shall develop and implement a process, subject to Citizens’ approval, for reporting subrogation claims belonging to the Plan. Vendor shall pursue, settle, and collect all subrogation rights allowed in the SPD. Citizens must approve any recommended settlement if less than Citizens’ full lien amount minus any cost sharing or reduction allowed by section 768.76, Florida Statutes. Additionally, Vendor shall develop a monthly subrogation report, subject to Citizens’ approval, for reporting the identification, status, and resolution of all pending subrogation cases. Recovery amounts from subrogated claims shall not be reduced or otherwise offset by contingency fees or other fees charged by an auditor or other recovery service.
  8. Member Services. Vendor shall provide, among others, the following Member services:
     1. Materials And Documentation.
     2. Vendor shall prepare all materials and documents necessary or helpful in administration of the Plan for review and approval by Citizens, and distribute those materials to Members as appropriate. This includes, but is not limited to welcome kits, open enrollment communications, enrollment materials, SBC, SPD, and membership identification cards. Vendor should be able to co-brand these communications with Citizens approved logo.
     3. Vendor shall provide the following materials, at Vendor’s expense, to all Members unless as otherwise agreed to in writing by Citizens:

1. A welcome kit shall be mailed via first class mail to each new Member’s home address within ten (10) calendar days from receipt of eligibility or change file, including the following:
2. Member welcome letter;
3. Membership identification cards;
4. SBC;
5. Instructions on accessing Provider directories via Vendors’ website; and,
6. All required legal notices (e.g., HIPAA notice of privacy practice, special enrollment rights notice, or exchange notice).
7. A written communication regarding updates to the Formulary must be sent to any Member actively utilizing any drug impacted by the adjustment. Vendor shall use reasonable efforts to provide the communication to affected Members at least thirty (30) calendar days before any update is applied.
8. A written communication regarding changes to prior authorizations and step therapies must be sent to any Member actively utilizing any drug impacted by the change, before the change to the program is made.
   1. Call Center Services.
      1. Vendor shall provide a toll-free telephone number for Members. The toll-free number shall be available at a minimum, 8:00 AM ET through 6:00 PM ET Monday – Friday and shall support Members that need assistance with multilingual or translation needs. The toll-free number shall provide support services related to Member general service needs, technology assistance needs, claims, pharmacy, precertification, preauthorization, wellness support or information and Provider services. Vendor may provide separate toll-free numbers for the above listed services.
      2. Vendor shall provide 24-hour telemedicine services staffed by, at minimum, credentialed physicians and appropriate support staff, which must assist with medical issues and inquiries as well as MHSA referrals or assistance. Members must be able to speak with a live person when calling the 24-hour telemedicine line.
   2. Innovation.
      1. Vendor shall provide a large and diverse range of online tools and resources to Members, at no cost, which shall include but not be limited to the following:
      2. hospital and medical center directory with quality guarantees and/or rankings;
      3. medical service/procedure pricing comparison tool;
      4. prescription pricing comparison tool;
      5. searchable prescription classification tool;
      6. online interactive health risk assessments and ongoing follow-up planning and monitoring options with the ability to download the assessment and plans;
      7. ability to print temporary identification cards;
      8. ability to view, print, or export the following:
9. Explanation of benefits;
10. Certificates of coverage;
11. SBC; and,
12. SPD;
    * 1. ability to view the following:
13. claims statuses;
14. deductibles and current balances; and,
15. out-of-pocket maximums and current balances;
    * 1. ability to order replacement identification cards;
      2. provide wellness and work/life balance resources; and,
      3. submission of Member questions with either phone call follow up or email communication.
      4. Vendor shall provide a mobile application or mobile secure web portal access for Members that will provide, at no cost, services and features that include, but are not limited to, the following:
      5. unlimited usage and availability for Members;
      6. Provider search engine with quality guarantees and/or rankings for Providers;
      7. hospital and medical center directory with quality guarantees and/or rankings;
      8. medical pricing comparison tool;
      9. prescription pricing comparison tool;
      10. searchable prescription classification tool;
      11. wellness and work/life balance resources;
      12. viewing of temporary identification cards;
      13. viewing of explanation of benefits;
      14. viewing of deductibles and current balances;
      15. viewing of out of pocket maximums and current balances; and,
      16. access to discounts on health and wellness products and/or services.
    1. Implementation.Vendor shall submit a proposed implementation plan during negotiations as requested.

The implementation plan shall detail all steps necessary to begin Services and to provide coverage to Members as of January 1, 2023, 12:00 A.M. ET, specify expected dates of completion of steps, and identify the persons responsible for each step. The implementation plan shall include, but is not limited to the following:

* + 1. Implementation team list, contact information and duties;
    2. Participation in Citizens open enrollment fairs for the 2023 Plan year which will occur in October 2022;
    3. Setting up and applying the provisions of the Plan (covered services, exclusions, limitations, copays/coinsurance, etc.);
    4. Identification of the Network Providers;
    5. Ensuring membership identification cards are mailed to Members no later than December 15, 2022;
    6. Regular implementation status meetings to include at a minimum Vendor’s implementation team and Citizens Contract Manager (as well as minutes and takeaways);
    7. Weekly meetings to include at a minimum Vendor’s implementation team, Citizens Contract Manager and Vendor’s Account Manager;
    8. Detailed list of implementation milestones;
    9. Testing of eligibility files;
    10. Dry Claims run (pre-implementation audit of manually created Claims to ensure appropriate controls are in place. Number of manually created Claims will be agreed upon by both parties during implementation.);
    11. Preparation, review and approval of all Plan documents and communications;
    12. Data field elements and descriptions; and,
    13. File layout for the eligibility file including any fields that if missed, will produce fatal errors and/or alerts.
  1. Banking And Data.
     1. Vendor shall accept payments from Citizens through a standard banking transmittal process such as automated clearing house (ACH). Citizens will maintain all funds in its general assets and may designate a specific Citizens account for the purpose of paying or funding amounts properly payable. Vendor shall invoice Citizens, and the invoice must be approved, prior to drawing funds for Claims on an agreed invoicing and reporting basis. Vendor must send the weekly Claims listing report, as described in Section 5.1. simultaneous with the ACH transfer initiation.
     2. Vendor shall provide self-billing support and shall provide the option to utilize online billing and reporting.
     3. Vendor shall accept the transmission of eligibility data through Citizens SFTP or other agreed to encrypted process. Eligibility data will include such elements as:
     4. name of Member
     5. date of birth of Member
     6. social Security number
     7. employee identification number
     8. date of hire
     9. member address
     10. member telephone number
     11. plan type
     12. plan tier level
     13. dependents
     14. eligibility date
  2. Prescription Drug Rebates. Vendor shall pay Citizens for any rebates generated through the prescription drug program. Vendor can present one (1) of the three (3) options below to accommodate this payment:
     1. Fixed per employee per month credit to monthly administration fee, following the initial set up period;
     2. Fixed per script fee calculated and paid quarterly, following the initial set up period; or,
     3. Actual amounts of rebates generated based on Citizens’ utilization calculated and paid quarterly, following the initial set up period.

1. **Service Level Standards****.**
   1. Service Level Standards.

Description. In addition to all other requirements in this Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards (Service Levels will be attached to final Agreement as agreed upon in Negotiations).

* + 1. Reports. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the month following the reporting month, Vendor shall provide reports to Citizens describing the performance of the Services as compared to the Service Level Standards. The reports shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a rolling six-month Service Level Standard trend report for the Service Level Standard. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than monthly, to review Vendor’s performance as it relates to the Service Level Standards. If Vendor fails to provide a report for a Service Level Standard in the applicable timeframe, the Service Level Standard shall be deemed to be completely failed for the purposes of calculating a Service Credit. Vendor shall, without charge, make Citizens’ historical Service Level Standard reports available to Citizens upon request.
    2. 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.
    3. 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. Temporary Suspension of Service Level Standards. Vendor will be excused for failing to meet any Service Level Standard if and to the extent such failure is excused under Section 16.17. 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.

1. **Deliverables****.**
   1. Deliverables and Financial Consequences for Non-Delivery. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to enforce financial consequences 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 11.3. below.

The applicable financial consequences as referenced in Section 4, Service Level Standards shall apply if the Vendor fails to deliver the following Deliverables as specified in this Agreement.

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Description** | **Due Date** |
| Weekly report | 1. Detailed Claims listing includes but not be limited to:  • Member name;  • Identifying information;  • Charged amount;  • Allowed amount;  • Paid amount;  • Provider; and  • Date of service. | Weekly |
| Monthly report | 1. Claims incurred and paid by Plan and by benefit or service (in-Network or out-of-Network) for Members;  2. Report of overpaid Claims;  3. Enrollment by tier and Plan;  4. Summarized number of Claims categorized by the following dollar amount breakdowns:  • $0 – $50.99;  • $51.00 - $100.99;  • $101.00 - $250.99;  • $251.00 - $499.99;  • $500.00 - $999.99;  • $1,000.00 - $1,999.99;  • $2,000.00 - $4,999.99;  • $5,000.00 - $9,999.99;  • $10,000.00 - $19,999.99;  • $20,000.00 - $49,999.99;  • $50,000.00 - $99,999.99;  • $100,000.00 - $499,999.99;  • $500,000.00 +.  5. Aggregate year-to-date Claims;  6. Large (50% of stop loss deductible) Claims (individual) detail reports;  7. Claim extract files transmitted in a HIPAA compliant file format;  8. Lag report (detailing incurred but not reported Claims);  9. Communication challenges and returned mail, including detailed Member information;  10. Subrogation report;  11. HCC Reporting; and,  12. Member complaints. | Monthly |
| Quarterly report | 1. Geographic based (limited to Jacksonville, Tampa, and Tallahassee) and aggregated, non-identified pharmacy benefits data. The data must include, at minimum, the number of prescriptions and average price per prescription, for the top 25 drugs by (i) total number of Claims, (ii) highest average price per prescription, and (iii) total cost;  2. Top ten diagnoses by dollar amount;  3. Summarized report of volume of prescription Claims and cost data from Pharmacy Benefit Manager broken down by month;  4. Utilization review including the following services:  • Pre-admissions;  • Concurrent reviews;  • Discharge planning;  • Retrospective reviews;  • Inpatient services;  • Outpatient services;  • Professional services; and,  • Other services.  5. Claim reviews to include a review of the Plan performance;  6. All metrics related to Service Level Standards;  7. Costs of procedures or disease trends;  8. Number of Members enrolled in Disease Management and engagement levels;  9. Cycle time for Claims that are paid and for claims that are denied;  10. Summarized report on volume of Members requesting second surgical opinion and medical case management reviews;  11. Aggregate reporting on the success of Vendor’s efforts to effect conversions from retail maintenance drugs to mail order;  12. Incurred and paid lag triangles (BOTH Medical & Rx);  13. Rebate reporting; and,  14. The most recent Formulary, in both electronic and paper form. | Quarterly |
| Annual report | 1. An underwriting report which includes a projection of incurred claims, any assumptions of demographics, and any additional data that supports proposed rate changes for the upcoming year (to be delivered during the beginning of the 3rd quarter and includes data through the end of the 2nd quarter);  2. Comparison/benchmarking information related to groups of similar size, including (when possible) comparison to regionally similar groups;  3. Cost containment report to include Network discount data and fraud and/or abuse information;  4. Health Effectiveness Data and Information Set (HEDIS) report;  5. Prior to the annual health fair, data on employees enrolled, including but not limited to the employee identification number, employee name, and Member identification number;  6. Executive summary and report of health to include health risk assessment biometric screening results, and benchmarks against Vendors book of business. This report is to be delivered no later than two months post the annual health fair described in Section 3.1.3.;  7. Results from the Member satisfaction survey as described in Section 3.1.3., including but not limited to information on the number of surveys distributed, the response/non-response rate, satisfaction levels, and benchmarks to peer groups; and  8. Network Access report, to include Network access at a State, City, and 5-digit zip code level.  9. Utilization review including the following services: Inpatient, Outpatient, Professional, and other services. | Annually |
| As needed | 1. Predictive modeling used to target wellness and modification of benefits. Data included in the report is to be derived from the pharmacy benefit manager program and medical claims information. The first report is anticipated to be received in December 2023, with updated reports every six months thereafter;  2. Summarized reporting of online/mobile usage by Members, including but not limited to: volume of usage, timing of Member usage, and reporting on topics accessed for information;  3. Disease Management engagement data, including but not limited to number of Members engaged, how many times Vendor has reached out, effectiveness rate of engagement activities, conditions associated with engagement, and duration of engagement;  4. Large Claims listing for specific period and threshold as requested by Citizens;  5. Hospital bill audit;  6. Clinical claims utilization and overall utilization reports on various topics;  7. Enrollment by month and subgroup for Members and Subscribers;  8. Ad Hoc Reporting (i.e. paid claims by relationship); and,  9. Medicare eligible Subscribers. | Upon request as needed |

* 1. The provisions of this Section shall survive the termination of this Agreement.

1. **Changes****.**
   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.
   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.
2. **Compensation****.** 
   1. Maximum Compensation and Budget Requirement. Citizens’ obligation to pay Vendor for all Services accepted and reimbursable expenses under this Agreement (a) shall not exceed a total dollar amount of [$DOLLAR AMOUNT]; and, (b) is contingent on the availability of budgeted funds approved by Citizens’ Board of Governors on an annual basis.
   2. Compensation Schedule. Vendor will be paid according to the following table:

| **Description** | **Fee** |
| --- | --- |
| Year 1 PEPM Fee |  |
| Year 2 PEPM Fee |  |
| Year 3 PEPM Fee |  |
| Year 4 PEPM Fee |  |
| Year 5 PEPM Fee |  |
| Year 6 PEPM Fee |  |
| Claims Fiduciary Services |  |
| Wellness Fee |  |
| Retroactive Termination Recoveries |  |
| Subrogation Services |  |
| Pharmacy Clinical Program |  |
| Biometric Screening |  |
| Stop Loss coordination fee |  |
| PBM file feed fee |  |
| Carved out point solution file feed fee |  |
| Any other ancillary fees |  |
| **TOTAL** |  |

* 1. 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 inquires 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 on a weekly basis for claims costs and monthly for administrative costs 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 7.6.); and, (h) itemized Services for which compensation is being sought.
  2. Travel-related Expenses. Citizens will not reimburse Vendor for travel-related expenses.
  3. 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. 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.

1. **Indemnification and Limitation of Liability****.** 
   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.
      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.
      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.
      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.
      4. The provisions of this Section shall survive the termination of this Agreement.
   2. Limitation of Liability.
      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.
      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 **$5 MILLION DOLLARS**. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THIS LIMITATION SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT; (B) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (C) ANY CLAIM OR DAMAGE TO THE EXTENT COVERED BY AN INSURANCE POLICY REQUIRED IN THIS AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF DATA SECURITY AND CONFIDENTIALITY AS SET FORTH IN THIS AGREEMENT.
      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.
      4. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
2. **Insurance**.
   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:
      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.
      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;
      3. Umbrella Excess General Liability insurance with minimum limits of $4 million in the aggregate; the umbrella excess policy must afford coverage equivalent to the commercial general liability coverage required in subsection 9.1.2.; the policy inception date must also be concurrent with the inception dates of the underlying general liability policy; if vendor maintains commercial general liability coverage that exceeds the minimum limits identified in 9.1.2., then Vendor may reduce its umbrella excess coverage limit by the corresponding amount;
      4. Professional Liability (errors and omissions) with minimum limits of $1 million per claim and $2 million in the aggregate: Coverage must be renewed for three (3) years after completion of the Services. The “retroactive date” for this policy, and any subsequent policies purchased as renewals or replacements, shall coincide with or precede the effective date of this Agreement. If the policy is terminated for any reason, Vendor agrees to purchase, or cause its professional staff and consultants to purchase, an extended reporting provision of at least three (3) years to report claims arising from Services performed prior to the termination of the policy and allow for reporting of incidents that might give rise to future claims];
      5. Business Interruption with coverage limits of not less than $5 million; and,
      6. Information Security/Cyber Liability insurance written on a “claims-made” basis covering Vendor and Vendor Staff for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services, including, without limitation, claims, other demands and any payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy. The Information Security/Cyber Liability Insurance must include internet media liability including cloud computing and mobile devices for protection of confidential information and customer data whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use, including regulatory action expenses, and notification and credit monitoring expenses with at least the minimum limits listed below. Coverage must be renewed for two (2) years after completion of the Services.
         1. each occurrence - $1,000,000
         2. network Security/Privacy Liability - $1,000,000
         3. breach Response/ Notification Sublimit - a minimum limit of fifty percent (50%) of the policy aggregate
   2. Insurance Company Qualifications. Each company issuing policies required under Section 9. must: (a) be licensed to transact business in the State of Florida; and, (b) have an AM Best Financial Strength rating of “A-” or above.
   3. Defense Costs. The limits of indemnity coverage required under Section 9. 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 9., Vendor may alternatively maintain coverage with minimum limits of $2 million per claim and $4 million in the aggregate.
   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.
   5. Vendor’s Insurance is Primary. The insurance required under Section 9.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, any Citizens Board Member, or any Citizens employee.
   6. Citizens to be an Additional Insured. The Commercial General Liability policy in Section 9. 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.
   7. Waiver of Subrogation. The insurance required under Section 9. shall include a provision waiving the insurer’s rights of recovery or subrogation against Citizens.
   8. Coverage for Indemnity Obligations. The Commercial General Liability, , Umbrella Liability, and Professional Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
   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. 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 9. 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.
3. **Contract Administration**.
   1. Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. Except for written notices not otherwise specifically required herein to be delivered to the Citizens’ Contract Manager or designee, all written notices shall be delivered to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management and Purchasing

301 W Bay Street, Suite 1300

Jacksonville, Florida 32202

904-407-0225

[Lori.Newman@citizensfla.com](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.

* 1. 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

Merrio Tornillo

Citizens Property Insurance Corporation

301 W Bay St, Ste 1300

Jacksonville, FL 32202

850-513-3895

[merrio.tornillo@citizensfla.com](mailto:amy.rojas@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.

* 1. Continuing Oversight Team. If a Continuing Oversight Team (“COST”) is established in accordance with s. 287.057(26), Florida Statute, Vendor’s Contract Manager will attend the initial meeting of the COST (in person or remotely) and will respond to any written questions from the COST within ten (10) business days.

1. **Suspension of Services; Termination; Transition Assistance****.**
   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 11.2. 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.
   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.
   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 11.2.
   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), Florida Statute; (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.
   5. Transition Assistance. At any time prior to the date this Agreement expires or terminates for any reason (either, the “Termination Date”), Citizens may request Vendor to provide transition assistance services (“Transition Assistance”). Vendor shall provide such Transition Assistance until Citizens notifies Vendor that Citizens no longer requires such Transition Assistance, which shall in no event be more than one-hundred and eighty (180) calendar days following the Termination Date.
      1. Transition Assistance shall mean any transition services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a vendor are fully transitioned in a smooth and efficient manner to the purchaser or to a successor vendor. Transition Assistance includes the development and implementation of a detailed transition plan, if requested. To the extent the Transition Assistance will involve a successor vendor, Vendor agrees that it will cooperate with such successor vendor. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute a non-disclosure agreement acceptable to Vendor.
      2. The return of Citizens Data to Citizens by Vendor that is required upon the termination of this Agreement under Section 15.4., is an obligation of Vendor that survives the termination of this Agreement and is separate and distinct from, and not dependent upon, any provisioning of Termination Assistance.
      3. Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Citizens. Transition Assistance rendered after the Termination Date shall be provided at the rates stated in this Agreement or rates negotiated by the Parties prior to the rendering of the post-termination Transition Assistance; provided however, that if Citizens terminates this Agreement because of a breach by Vendor, then the post-termination Transition Assistance shall be provided at no cost to Citizens.
2. **Disputes**.
   1. Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action.  These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation.  This section shall not apply if (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (b) the dispute is subject to another provision in this Agreement that includes a different dispute resolution process.  For the sake of clarity, Citizens is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes.
   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.
   3. The provisions of this Section shall survive the termination of this Agreement.
3. **Records; Audits; Public Records Laws**.
   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.
   2. Right to Audit and Inquire. Citizens shall have reasonable access to Vendor’s facilities and has the right to review and audit any of Vendor’s records relating solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens’ Office of Internal Audit and Office of the Inspector General. Vendor shall cooperate with the requestor and provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during an audit within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audits to assess Vendor’s corrective action(s). Any entity performing auditing services on behalf of Citizens pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor’s proprietary information, unless precluded from doing so by law. Vendor shall not unreasonably delay or inhibit Citizens’ right to audit or inquire as set forth in this Section. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor’s compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees; and, documentary fees.
   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.
      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.
      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.
      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.
      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.**

* 1. 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.
  2. The provisions of this Section shall survive the termination of this Agreement.

1. **Non-Disclosure of Citizens Confidential Information**.
   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; (c) 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; (d) 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; (e) provide Vendor Staff having access to Citizens Confidential Information with work environments that protect against inadvertent disclosure to others; (f) 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, (g) 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. Nothing in this Agreement prohibits a Vendor from disclosing information relevant to the performance of the Agreement to members or staff of the Florida Senate or the Florida House of Representatives.
   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).
   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.
   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.
   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.
   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.
   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).
   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.
   9. Remedies. Vendor acknowledges that breach of Vendor's obligations under this Section 14 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 14, 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.
   10. The provisions of this Section shall survive the termination of this Agreement.
2. **Data Security**.
   1. Citizens Data.
      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.
      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 15 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.
      3. Extraction of Citizens Data. During the term of this Agreement, Vendor shall, within five (5) business days of Citizens’ request, provide Citizens, without any charge, conditions, or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), an extract of Citizens Data in the format specified by Citizens.
      4. Backup and Recovery of Citizens Data. As part of the Services, Vendor is responsible for maintaining a backup of Citizens Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described herein, Vendor shall maintain a contemporaneous backup of Citizens Data with a recovery time and recovery point of two (2) hours. Additionally, Vendor shall store a backup of Citizens Data in an off-site “hardened” facility no less than daily, maintaining the security of Citizens Data, the security requirements of which are further described herein. Any backups of Citizens Data shall not be considered in calculating any storage used by Citizens.
   2. Security and Confidentiality of Citizens Data.
      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.
      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.
      3. Audit of Vendor’s Privacy and Security Controls.
         1. 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.
         2. Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor’s privacy and security controls.
      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.
      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).
      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.
      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.
   3. Subcontractors. The provisions of this Section shall apply to each of Vendor’s subcontractors at any level who obtain access to Citizens Data.
   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.
   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 15, 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.
   6. Remedies. Vendor acknowledges that breach of Vendor’s obligation 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 any 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.
   7. The provisions of this Section shall survive the termination of this Agreement.
3. **Miscellaneous****.**
   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.
   2. Vendor Conflicts of Interests. Vendor must execute a Conflict of Interest Form as required by Citizens from time to time. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens’ Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
   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.
   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.
   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](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.
   6. Web Content Accessibility. To the extent the Services include providing Citizens or any third-party with access to website content, Vendor shall: (a) comply with the then current version of the Web Content Accessibility Guidelines; (b) comply with any additional accessibility standards legally required on or after the Effective Date; and, (c) be able to produce a Voluntary Product Accessibility Template for review by Citizens on an as-requested basis. If at any time Vendor is not in compliance with the accessibility standards required hereunder, Vendor shall make commercially reasonable efforts to correct the underlying deficiency and the indemnity provisions of the Agreement shall apply.
   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. Vendor’s use of any subcontractors in the performance of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.
   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.
   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.
   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).
   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.
   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.
   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.
   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.
   15. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
   16. 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.
   17. 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.
   18. 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.
   19. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.
   20. 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.
   21. 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]***

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

|  |  |  |
| --- | --- | --- |
| **Citizens Property Insurance**  **Corporation** | **VENDOR** | |
| Signature | Signature | |
| Print Name | Print Name | |
| Title | Title | |
| Date Signed | Date Signed | |
|  | |
| Signature |  | |
| Print Name |  | |
| Title |  | |
| Date Signed |  | |

**ADDENDUM 1**

**PUBLIC RECORDS ADDENDUM (“ADDENDUM”)**

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

Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes. As a part of providing public access to Citizens’ records, Citizens makes its contracts available on Citizens’ external website located at [www.citizensfla.com/contracts](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) calendar days of Vendor’s receipt of the fully executed Agreement, then without further notice to Vendor, Citizens may post the non-redacted version of the Agreement on its public website and may release it to any member of the public.

|  |
| --- |
| Vendor Declaration: |
| ☐ 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**  ☐ Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor **WILL SUBMIT** a Redacted Agreement and a Redaction Justification within thirty (30) calendar days of receipt of the fully executed Agreement. Citizens may post Vendor’s Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration. |