Citizens Property Insurance Corporation (Citizens) hereby formally amends the above referenced solicitation. The purpose of this Addendum is to amend the pages identified below (remove pages identified and insert replacement pages provided) and to answer questions received from Vendor(s) prior to the deadline in Paragraph 1.6, Calendar of Events. Replacement pages identified below are attached after the “Questions & Answers”.

Remove:  Original RFP, pages 4, 8, 14, 15 & 16 of 23
          Original Attachment A

Insert:  RFP pages 4, 8, 14, 15 & 16 of 23 Revised as of 01/08/2014
         Attachment A, Revised as of 01/08/2014

Citizens hereby answers the following Vendor questions:

1. May I ask if Citizens request for Independent Adjusting Services is to include field investigative services as well?
   Answer: This solicitation is for all claims adjusting services, not field investigative services. Field investigative services will be under a separate solicitation through our Special Investigations Unit.

2. Is this for cat work only or daily too?
   Answer: As stated in the RFP, this solicitation is for both non-catastrophe and catastrophe claims.

3. It appears that we need to fill out the attachments but they are in PDF format. Do you have these forms in a format that can be filled out by chance?
   Answer: No, Vendors may format the provided documents using Adobe Professional, handwrite or type their responses in the documents provided. Only Attachment L must be returned to us as provided and directed, in Excel format.

4. Liability claims are much different than property claims and property CAT claims. Companies either do property or liability claims well, not both. If there are adjusters that claim to do both, they will be doing CAT claims if there is an event and the liability area will suffer. My question is will the RFP consider liability claims and the companies doing them separately?
   Answer: No, responses must comply with the requirements for Committed Adjuster Resources contained in Section 3.3, Tab D.
5 Can you please direct me on how I can get my name on the email list for any future solicitations?
Answer: Vendors are also encouraged to register with Citizens so we can ensure potential Vendors are notified of any upcoming procurement opportunities, that page is located at the following link: https://www.citizensfla.com/about/purchasing/vendorRegistration.cfm

6 If we cannot commit 100 or more adjusters to Citizens and we are not a Florida based IA firm, am I correct that our odds of being selected are very low?
Answer: Scores will be based upon the information contained within the responses and the evaluation criteria as specified within the RFP.

7 Is Xactimate still the primary estimating platform? Can Symbility be used?
Answer: Yes, Xactimate is the current estimating platform. No, Symbility cannot be used at this time.

8 What is the approved estimating software?
Answer: Please see answer to question 7 above.

9 What software does Citizens utilize (reference Attachment A, page 10 of 24, bullet point C)?
Answer: Please see answer to question 7 above.

10 Per the pre-bid conference, we were advised that when a point value is listed in the RFP, the full point value is provided when the criteria is met versus providing points on a sliding scale. Considering that verbal responses are not binding, could a formal confirmation of this be provided?
Answer: Please refer to Section 3.3, Tab D and the table in Section 3.5, Evaluation Criteria. For Attachment D and Current Citizens Contract the full point value will be given if the criteria is met. For Committed Adjuster Resources and Specialty Groups points will be allocated based upon the language in Section 3.3, Tab D. Attachment E, Attachment F and Financial Information will be evaluated; points will be allocated up to the point values shown in the table Section 3.5, Evaluation Criteria.

11 Per the pre-bid conference, we were advised that resources submitted on Attachment L could be a combination of Active and Inactive Approved resources once the contract is awarded versus requiring all resources be activated for daily work. However, we understand that Citizens may require activation of resources based on need via a deployment request. Considering that verbal responses are not binding, could a formal confirmation of this be provided?
Answer: At any point during the term of the contract, resources committed by the Vendor must be available to Citizens upon request.

12 For purposes of the background checks, does the report need to specify the databases that are checked, such as the Dru Sjodin National Sex Offender Public Website, or does confirmation that government and sex offender registries were checked suffice? Further, if the background vendor doesn’t specifically indicate that professional licenses are verified, can we provide independent verification from the professional licensing entity?
Answer: The background check must specify the actual databases that were checked and the results that were obtained from those checks. Simple confirmation that the government and sex offender registries were checked is not sufficient. Yes, verification from the professional licensing entity is acceptable.
13 Section 2.5 E. 1) Professional Licensure and Certification Verification. Will a copy of the current Florida Adjusters License along with a print out from the Florida Department of Financial Services, as well as any other license(s) with the Department, showing the principal's license is in good standing be sufficient to fulfill this requirement? Example – DFS Print out reflecting that CE Requirement is current.

Answer: Please see answer to question 12 above.

14 The focus of this RFP is Independent Adjusting Vendors and Adjusting Services, I just want to confirm you need Contents Vendor to apply as well.

Answer: No, this solicitation is only for adjusting services as specified.

15 In regards to the work comp, 1. Workers' Compensation policy which provides coverage to Vendor's Staff, 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 $1,000,000; does the policy need to cover all W2 employees as well as 1099?

Answer: Yes.

16 It states in Section 3.1 D. of Attachment A, that within 30 days of the effective date contract the certificates are to be uploaded into Citizens Systems, if our current certificates fall below the minimum limits can we use these in our RFP submission knowing if the contract is awarded we will increase all limits to meet or exceed your requirements? Or do the certificates submitted with our RFP have to meet the requirements?

Answer: Yes, Vendors can provide your current certificate of insurance with your response. Vendors must meet insurance requirements as specified for the contract within 30 days of contract execution.

17 The solicitation identifies a goal of 5,000 adjuster resources. Out of that number, it has been stated that 500 adjuster resources will be allocated to Florida Small Business firms providing less than 100 committed adjuster resources. Is it possible for Citizens to allocate more than 500 adjuster resources for FSBE firms, and if so what criteria will need to be met for this to occur?

Answer: To clarify the statement within the above question, the 500 adjuster resources will be from firms that are committing 100 resources or less and not necessarily from Florida Small Business Enterprises as defined in the RFP (please see Section 3.5, Evaluation Criteria).

No, Section 3.5 will remain as currently written.

18 Are committed adjuster resources required to hold a Florida License?

Answer: Yes, all committed adjuster resources must have a Florida Adjuster License within thirty days of execution of the Contract as specified in Section 3.2, Vendor Staff Specific Data and Credentialing and Section 3.2 B, Florida Adjusters License and Appointment of Attachment A.

19 Attachment L asks for license number, if the adjuster meets all other qualifications but does not have a Florida license at the time of submission (but will get one before May 1), what do we put in his column? Or if they have an out of state licenses, some are reciprocal with Florida and some are not, what do we put in this column?

Answer: Current License information from the state of record, please see answer to question 18 above.
20. Are the adjusters listed on Attachment L, Committed Adjuster Resources, required to have a Florida license? Can the adjuster license number listed on Attachment L be outside Florida?

**Answer:** Please see answers to question 18 & 19 above.

21. Some firms provide adjuster resources through separate employment agencies. Is this considered “subcontracting”?

**Answer:** Yes.

22. For security purposes, when requesting a social security number is it acceptable if only the last 4 digits are provided?

**Answer:** Yes.

23. How will Citizens handle a situation where a firm has a commitment from a particular adjuster resource, however, that resource is currently associated with another entity in CAIS?

**Answer:** Vendors should make every effort to ensure resources are not committing to multiple firms, however if a resource is committed to multiple firms the resource will ultimately have the choice as to which firm with whom they want to be associated and Citizens will not be involved in that process.

24. How will an adjuster resource be counted if that resource is listed on more than one firms roster?

**Answer:** For the purposes of solicitation responses Citizens is not validating proposed adjuster resources committed. After contract award adjuster resources will be deemed committed as they are entered into CAIS. If during that upload process an adjuster resource is identified as a duplicate within CAIS it will be the responsibility of the latter Vendor to resolve the deficiency.

25. QA scores have been provided for the past several years for firms under the current contract. Realizing that this is a new solicitation, will Citizens take into account past experience with firms and if so what will be considered?

**Answer:** Yes, Citizens will give consideration to Vendors who currently have contracts as specified in Section 3.3, Tab C.

26. Under previous RFP’s and contracts for adjusting services, you specified Xactware as the adjusting program of choice. This RFP refers to the “most recent version of estimating software utilized by Citizens” which is Xactware. A review of the present contract with Xactware indicates that it will expire within the present contract period and we assume that will be re-negotiated at that time. What portion of the cost of re-training the adjusters and usage fees charged by another provider in excess of present fees will Citizens pay if a software provider other than Xactware is chosen?

**Answer:** Citizens is not responsible for any costs associated with training as specified in Section 3.7 of Attachment A or usage fees (System Requirements) as specified in Section 3.8 of Attachment A.

27. Are Admin representatives listed on Attachment L and used in the calculation of the total numbers? Examples of Admin Representatives would be clerical staff working on CAIS or Accounting personnel.

**Answer:** No.

28. Would IA Firms awarded a contract in 2014 be eligible for the opportunity to handle Burglary, Lightning, and Theft (BLT) claims?

**Answer:** Yes.
Page 4 of the RFP (Mandatory Submission Requirements) indicates Attachment G, Business Continuity would be under Tab B, however, Page 18 shows Attachment G should be included as part of Tab D. Please provide correct location of Attachment G.

Answer: Tab D is the correct location for Attachment G. Page 4 of the RFP has been amended; please insert the revised page into the RFP as per the instructions at the beginning of this document.

Please confirm where Attachment G – Business Continuity and Disaster Recovery Questionnaire should be placed in the response. Page 4 of the solicitation states that it should be in Tab B. However, pages 18 and 19 of the solicitation state it should be in Tab D. Please confirm that Tab D is the correct location for this attachment, or should it be attached in both locations of the RFP.

Answer: Please see answer to question 29 above.

Please define large loss. Would large loss mean claims in excess of $100,000?

Answer: It varies by business unit and can be based on many factors including but not limited to the complexity of the loss and the dollar amount.

Does the list of IA committed adjuster resources remain proprietary or does it become part of public disclosure?

Answer: All documents submitted in a Vendor’s Response are Public Records and subject to disclosure as specified in the Request for Proposal. However, if a Vendor believes any portion of the information it submits in its Response is confidential, trade secret, or otherwise not subject to disclosure by Florida’s Public Record Laws, then it should comply with Section 3.2.C of the Request for Proposal by identifying the actual confidential information and then stating the statutory reasons justifying why such information is not subject to public disclosure. Additionally, Vendor should submit a separate electronic Response on CD-ROM with the confidential information redacted. By participating in this solicitation process and submitting a Response, a Vendor acknowledges the requirements of the Florida Public Record laws found in Ch. 119, Florida Statutes and s. 24(a), Art. I of the Florida Constitution (the “Public Record Laws”), and agrees to the provisions set forth in this section.

Will Citizens send a representative to assist with Citizens’ certification or provide an outline for the vendor to conduct?

Answer: No, however Citizens maintains the right to send staff to observe training. Please refer to Section 3.7 of Attachment A.

How do we determine if the assignment is to be handled as a TASK or a Managed Claim?

Answer: This will be at Citizens discretion at the time of assignment.

When, or what type of assignments, are to be handled at T&E rather than at the fee schedule?

Answer: Please see answer to question 34 above.

How will Citizens allocate assignments to approved IAs for daily and Cat events i.e. total number of committed resources, etc.?

Answer: No work is guaranteed under this contract.
37 A current vendor is awarded a contract and they currently have multiple Non-CAT MCM field teams and after-hours assignments, will they start the new contract on 6/1/14, with the same number of teams and after-hours workflow?

Answer: Please see answer to question 36 above.

38 How will multiple Non-CAT MCM Field teams be awarded? Will it be by committed resources?

Answer: Please see answer to question 36 above.

39 If by committed resources, what formula will be used to award multiple teams?

Answer: Please see answer to question 36 above.

40 A current vendor is awarded a new contract and they currently have specialty resources working (LDCU, Mediation, etc.), can they expect to keep the same folks deployed in their current departments?

Answer: Please see answer to question 36 above.

41 Regarding the Vendor Staff Criminal Background Investigation Report, the vendor agrees to submit a criminal background investigation report and input this into Citizens System.

a. What type of system is this?

Answer: CAIS (Credentialing Administration Information Support). CAIS is proprietary system of record utilized for the purpose of credentialing all contracted vendors and vendor resources to ensure they meet and maintain the compliance requirements to provide services on behalf of Citizens based on the executed contract.

b. Why does Citizens require this confidential information?

Answer: The Criminal Background Investigation Report is part of our vendor resource credentialing process which is used to help mitigate risk and protect our policy holders.

c. Is the system secured and encrypted?

Answer: CAIS is secured and encrypted and access to the system and records are maintained by the CAIS System Administrator and within Citizens IT Security guidelines.

d. What methods does Citizen use to protect this information and how long is the information stored?

Answer: Please see answer to item C above. Information loaded in CAIS is maintained indefinitely as part of Citizens compliance with the Sunshine Law and company document storage guidelines.

e. How often will we need to store this information in their system? The RFP mentions annually but will we be required to do this after each background verification?

Answer: All documents and information required as part of the credentialing process for both vendors and vendor resources will need to be provided annually and by the dates outlined in the published credentialing matrix in order for resources to maintain an Approved status in Citizens systems (i.e. be eligible to provide services on behalf of Citizens).
42 Will Citizens provide a “sample” performance scorecard?

**Answer:** Citizens is currently in the process of migrating to a new claims management system as such metric reporting is still being defined. Performance metrics will be driven by the Best Practices and Guidelines outlined in attachment M of this solicitation.

43 Per section 9.19 of the Citizens contract and reference to the applicable Florida Statutes, please confirm that the My Florida Marketplace transaction fee referenced in FS 287.057(22) does not apply to this contract.

**Answer:** The My Florida Marketplace fee does not apply to this contract.

44 Section 2.1 indicates that this RFP is seeking resources for residential claims. However, Section 7. D (i) of Attachment A (Scope of Services) states that large loss adjusters must have experience in heavy commercial lines. Please confirm whether this is a requirement considering that the services rendered will be for residential claims only.

**Answer:** While this is primarily a contract for residential personal lines services due to the need of some of our specialty units there may elements of residential and commercial lines involved.

45 Section B on Page 9 of 24 of the Attachment A (Scope of Services) states that each assigned approved staff submit a time record. The definition of “Vendor's Staff” or “Staff” in the RFP includes “any person or representative of the Vendor”. Is it the intent of the reference to time cards that the Vendor maintain time records for 1099 adjusters?

**Answer:** Yes.

46 Section 3.3, Tab D (A) references the Attachment L spreadsheet. As a current Citizens vendor completing this spreadsheet, is it acceptable to move an adjuster from their currently deployed role and assign them to another role for which they are qualified?

**Answer:** Yes.

47 How many teams will be awarded on the new contract?

**Answer:** Citizens will award contracts as needed until the goal of 5,000 adjuster resources is met as specified within the solicitation.

48 Referencing section 3.3 of Attachment A, Adjusting Services Contract, Vendor Staff Resources: Does the “minimum” number referenced equal the number of adjusters the firm has committed to Citizens in Attachment L? If no, what is meant by “minimum?”

**Answer:** Yes, the number referenced is the total number of adjuster resources the Vendor has proposed on Attachment L.

49 Referencing section 3.7 of Attachment A, Adjusting Services Contract, Staff Training on Applicable Citizens Policies: For compliance measurement purposes, is there a date certain each year by which the training must be accomplished?

**Answer:** Yes, please see the amended Section 5.1 in Attachment A.
50 Referencing Attachment A, Scope of Services, Section 1, Letter H: Will after-hours service still be limited to a set number of vendors due to the cost to support the program or will it be required of all firms?

Answer: No work is guaranteed, but services will be required when requested by Citizens.

51 Which amount is correct (reference to Attachment A, page 3 of 3 regarding Table 4 the Residential Obvious Total Losses: and Mobile Home Obvious Total Losses: reference the fee in the paragraph statement as $700.00 but have $630.00 listed in the "Amount" column)

Answer: The correct amount is $630.00; please see the amended page of Attachment A.

52 Section 2 Scope of Services 2.1 PROJECT BACKGROUND indicates that the contract will include “appraisal” services. Is the reference to “appraisal” services in the RFP for Field Work Appraisal services or for handling Appraisals in the LDCU as a desk adjuster only?

Answer: It is for handling Appraisals as a desk adjuster.

53 Can a list “In-House” of positions which may require that the vendor places staff in a Citizen’s office be provided?

Answer: No.

54 Attachment A – Adjusting Services, Page 4 #4 Catastrophe Services Adjusting Requirements item A states that a vendor will have a CAT office located within 25-50 mile radius of the designated Citizens Cat site within 72 hours and the office will be “fully functioning. Can you please define a “fully functioning” vendor Cat office and what expectations Citizens have for meeting this requirement.

Answer: “Fully functioning” means an office sufficient to meet the needs of this contract.

55 Attachment A – Adjusting Services, Page 4 #4 Catastrophe Services Adjusting Requirements item E states that adjusters will work “exclusively” for Citizens. Does this requirement apply to Non-Cat Services? Depending upon the volume of work from a CAT, will the vendor have the flexibility to utilize some of the resources on the committed list of adjusters for claims handling for other clients?

Answer: Please reference Attachment A, Scope of Services, Section 4. E.

56 Under Section 3.5 Evaluation Criteria, 5 Points may be awarded for being a Florida Small Business Enterprises (FSBE), Minority Business Enterprise (MBE) or a Florida Business Enterprise (FBE). Will the 5 points be awarded for meeting All criteria as indicated for FSBE, MBE and FBE or are the full 5 points or a lesser number of points awarded for falling into 1 of the 3 Business Enterprise categories?

Answer: Five points will only be awarded to Vendors who qualify as a Florida Business Enterprise as stated in Section 3.3, Tab B, Item D of the RFP.

57 Attachment A – Adjuster Services Exhibit A Fees have allow charging time and expense for an Adjuster 1 at $58.50 per hour and a Senior Adjuster at $81.00 per hour. Can you please differentiate between an Adjuster 1 and a Senior Adjuster? Also, is this tier and these rates intended for both property and liability claims handling?

Answer: Please see Attachment A, Scope of Services, Sections 7. B and 7. C. for the skills and qualifications of each role. Yes.
Attachment E and F – both lead in statements indicate a separate document titled E or F is required. Is it acceptable to simply answer the questions on E and F, or do we need to create a new document?

**Answer:** A new document is preferred as there may be insufficient space for adequate answers, however Vendors may use the Attachments as provided.

The committed adjuster matrix, our intent is to commit less than 100 adjusters, and we have not been able to compute a formula that allows for all 10 points in the specialty area and meets the 75% MCM requirement, unless decimals are truncated or rounded. For example, assume we commit 55 adjusters, in computing the 10% for large loss that is 5.5 adjusters, and 6% for LDCU is 3.3 adjusters, and so on. In this example, if we commit 6 adjusters for large loss and 3 LDCU adjusters, how many points would we score for these categories?

**Answer:** Percentages are rounded up to the next whole number for the purposes of calculating adjuster resources, if you fall under the percentages listed for any category you receive no points for that category. For the example above, 10% is 5.5 adjusters for large loss and you commit 6 adjusters you would receive 4 points; and 6% is 3.3 adjusters for LDCU and you commit 3 you would receive 0 points.

Does “Date of Recent Vendor Training Certification” refer to a CPIC certification date ONLY, or any general certification that an IA company or training provider has delivered to the adjuster?

**Answer:** Any training that the Vendor has provided to the adjuster.

Attachment L states that all information must be included for each resource submitted, does this include the adjuster training certification and if so, is it required for consideration or inclusion at the time of submission of the RFP, or it is required at the time of deployment?

**Answer:** No, the training requirement on Attachment L is for the date only, “Date of Most Recent Vendor Training Certification”.

Attachment L also requires “date of hire” – none of these people will be “hired” per say, what do we put in this column.

**Answer:** Please use date of affiliation/contract with your firm.

Is “Date of Hire” the date the adjuster was contracted by the IA Firm (470 Claims in this case) or their overall experience level as an adjuster?

**Answer:** Please see answer to question 62.

In reviewing Attachment A of the RFP Section 6 Compensation, subcategory 6.1, it states, “This Contract has been awarded to multiple vendors, Citizens will collectively reimburse the awarded vendors for an estimated amount of $______. The individual vendor’s amount will be determined by the assignments made by Citizens. The cost of services provided during a declared emergency or catastrophe will be at the same rates provided in the Contract. Citizens’ does not guarantee explicitly or implicitly that the Vendor will receive any Work Assignments, nor any volume of Work Assignments, during the term of this Contract.”

Do you mind explaining in more detail what reimbursement compensation this is referring to? Is this a flat fee that is going to be given to vendors upon the declaration of a named event?

**Answer:** This section is left blank until Citizens Board of Governors approves a requested amount of funds for this service. This amount will be the cumulative amount for all vendors and all services. For actual compensation amounts please refer to Attachment A, Exhibit A, Pricing and Compensation Schedule.
Will we be handling the actual subrogation files to recovery, or just making recommendations to your Subrogation Department? If the former, will this be billed at Time and Expense?

Answer: Please refer to Attachment M, Best Claims Practices and Guidelines. The handling adjuster may identify subrogation opportunities however, subrogation is handled by Citizens internal Recovery Department.

If our adjusters are asked to participate in depositions and/or trials, would this be billed at Time and Expense?

Answer: If required by Citizens, adjusters will be paid at the rates identified in the Fee and Comp Schedule.

Section 1 – Introductory Materials, Paragraph 1.5 - Contract Term - 3 years and at Citizens’ discretion two (2) optional one (1) year renewal terms. We request that this language is changed to read that "at the parties' discretion, two (2) optional one (1) year renewal terms". Will this be acceptable to Citizens?

Answer: No.

Section 1 – Introductory Materials, Paragraph 1.5 - Contract Term - Same pricing to be fixed for the term of the contract unless specified otherwise in the RFP. We request that language is added to reflect the ability to build increases in pricing at years three (3) and four (4). Will this be acceptable to Citizens?

Answer: No.

Section 2 – Scope of Services, Paragraph 2.5 – Criminal Background Investigation Report. We request this requirement be waived. As a public company, we cannot agree to run a criminal background check on all persons owning more than 5% interest in the company.

Answer: Citizens will not waive this requirement.

Section 5, Attachment A - Contract: 3.1 Vendor Specific Data Credentialing; (B) Ethics and Confidentiality Acknowledgement Form (Attachment J). May we provide Citizens with executed copies of the current Non-Disclosure Agreement’s that our employees have already signed, as opposed to having each employee sign the Citizens' Ethics and Confidentiality Acknowledgement Form (Attachment J)?

Answer: No, as language may have changed we require the attached form to be the one signed and returned.

Section 5, Attachment A - Contract: 3.1 (D) Certificates of Insurance. We request that Professional Liability is added to the additional insured exception.

Answer: That is acceptable, Citizens does not need to be an additional insured on Professional Liability.

Section 5, Attachment A - Contract: 3.1 (D) Certificates of Insurance. Citizens requires "evidence" that all of our staff/independent contractors are "covered persons" under our insurance policy for purposes of negligent or wrongful acts conducted in the scope of providing services to Citizens. Will a letter from our broker suffice as "evidence"?

Answer: Yes, the Broker may provide Citizens with a copy of the actual policy language where "Definition of Insured" shows staff/independent contractors as covered persons.
May we use our current policies regarding background checks, (provided below), in lieu of Citizens’ requirements?

Our current background check process is a 7-year Background Investigation (not 10). We also do not include employment, licensure, certifications as part of the Human Resource Background process. We also do not access sexual offense sites - we normally review this as part of the criminal check.

The background check includes:

- state and county criminal records check for 7 years of residence addresses and all names provided or developed
- Federal Criminal Records check for 7 years of residence addresses and all names provided or developed
- SS# verification
- National Criminal file check
- OFAC list check
- MVR for driving positions

**Answer:** No, Section 3.2 (C) 5 will remain as currently written.

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We request the addition of language allowing for mutual termination without cause.

**Answer:** No.

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We request the following language is added to the end of this section: “Notwithstanding the foregoing, Vendor shall be allowed to retain one copy of such information as needed in order to meet legal, regulatory or contractual requirements.”

**Answer:** Please refer to Section 9.4 of Attachment A, Adjusting Services Contract.

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We cannot comply with this requirement, as we utilize the services of a vendor that provides Help Desk and infrastructure support services in India. Their employees, who are located in India, will at times access data that is stored in the United States. Therefore, they would be performing services and accessing data, from within India that is stored in the United States. Is this acceptable to Citizens?

**Answer:** No, this will remain as currently written.

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End of Questions and Answers

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**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 627.351, F.S. CONSTITUTES A WAIVER OF PROCEEDINGS.**
MANDATORY SUBMISSION REQUIREMENTS

In order to ensure that all required information is submitted, provided below is a checklist of **mandatory requirements** which the Vendor **shall submit** with their Response. Failure to submit your Response on time will result in your Response being disqualified and no further evaluation will take place.

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<thead>
<tr>
<th>REQUIREMENT</th>
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<td>☐ Response received according to the deadline and to the correct location,</td>
<td>Section 3.2</td>
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<td>☐ One (1) compact disc (CD) of the Response</td>
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<td>☐ Cover letter with contact information</td>
<td>Section 3.3, Tab A</td>
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<td>☐ Criminal Background Investigation Report(s)</td>
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<td>☐ Executed Attachment A, Adjusting Services Contract, (including</td>
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<td>“Scope of Services” and “Pricing and Compensation Schedule”)</td>
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<td>☐ Attachment B, Vendor Conflict of Interest Disclosure Form</td>
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<td>☐ Attachment C, Litigation, Claims or Regulatory Action Form</td>
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<td>☐ Current Certificate of Insurance</td>
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<td>☐ Current W-9 Form</td>
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<td>☐ Attachment H, Certification of Drug Free Workplace Program Form</td>
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<td>☐ Attachment J, Ethics and Confidentiality Acknowledgement Form</td>
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<td>☐ Attachment E, Training Questionnaire</td>
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<td>☐ Attachment F, Quality Assurance Questionnaire</td>
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<td>☐ Attachment G, Business Continuity and Disaster Recovery</td>
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<td>Questionnaire</td>
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<td>☐ Attachment L, Committed Adjuster Resources</td>
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<td>☐ Financial Information</td>
<td>Section 3.3, Tab E</td>
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SECTION 2
SCOPE OF SERVICES

2.1 PROJECT BACKGROUND: This Request for Proposal seeks full adjustment services resources for residential claims, including litigation, mediation, appraisal, sinkhole adjusting, quality assurance for Non-Catastrophe and Catastrophe claims. Citizens’ current Independent Adjusting contracts are expiring and Citizens is issuing this competitive solicitation in compliance with Section 627.351(6), F.S. and Section 287.057, F.S. This solicitation will aid Citizens in contracting with enough Independent Adjusting companies that provide Independent Adjusting Services in order to service Citizens’ policyholders based upon a 1:100 year catastrophic event. As stated previously, Citizens anticipates that the Total Committed Adjuster Need is approximately 5,000 total Independent Adjusters.

The goal of this project is to have Citizens claims adjusting needs met in efficient, innovative and cost-effective ways. The selected Vendor must:

- Provide services throughout the State of Florida;
- Comply with all legal requirements, administrative regulations, provisions of the Florida Department of Financial Services;
- Demonstrate good claims-handling practices and reporting, as well as quality control, as determined by Citizens;
- Maintain a staff level that will, at all times, meet the adjuster experience and committed resource requirements of this contract; and
- Comply with all other terms of this solicitation and resulting Contract.

2.2 DEFINITIONS:

1. “Adjuster” – means an individual who meets the adjuster requirements as set forth in this solicitation, or any employee or Independent Contractor of the Vendor who works on a Citizens’ Claim, and who have been fully and properly credentialed in accordance with the provisions of this solicitation;

2. “Adjusting Services” or “Services” – means full adjusting services for Catastrophe and Non-Catastrophe losses including but not limited to those outlined in the statement of work, that Vendor is required to perform for Citizens under Contract, including all required deliverables;

3. “Best Claims Practices and Guidelines” – means the claims guidelines developed by Citizens for the administration and adjustment of claims incurred on Citizens’ policies, which are attached and incorporated into this Agreement as Attachment M. Citizens in its sole discretion reserves the right to periodically revise the Best Claims Practices and Guidelines in order to meet Citizens’ business needs, legislative requirements, or for other legal purposes. Citizens shall deliver to Vendor in an electronic or written format, any Revised Best Claims Practices and Guidelines no earlier than two weeks prior to their effective date;

4. “Business Hours” or “Working Hours” – means the hours from 8:00:00 AM ET to 6:00:00 PM ET excluding Citizens’ observed holidays. Citizens can adjust the Business Hours upon prior notice to a Vendor in anticipation of or after a Catastrophic Event;

5. “CAIS” – means Citizens Credentialing Management System which is a secure on-line system used to update and maintain Vendor’s Company and Adjuster credentialing information;

6. “Calendar of Events” – means the list of critical dates and actions included in competitive solicitations;
SECTION 3
RESPONSE INSTRUCTIONS AND EVALUATION CRITERIA

3.1 QUESTIONS: During the open question period, which ends on the date and time specified in Paragraph 1.6, Calendar of Events, Vendors may submit questions in writing to the Procurement Officer related to this solicitation. Citizens will post answers to the Questions on Citizens website in accordance with the Calendar of Events so all questions and answers are available at the same time to all Vendors. Vendors should continue to monitor Citizens’ website for changes to the Calendar of Events or other sections of the RFP.

All solicitation documents and addendums to the solicitation will be posted on Citizens’ website. It is the Vendors’ responsibility to monitor Citizens’ website for any updates.

3.2 CD-ROM RESPONSE SUBMITTAL: Responses shall be received by Citizens on or before the date and time specified in Paragraph 1.6, Calendar of Events or the Vendors’ Response will be rejected as untimely. Responses to this RFP must be received by Citizens on CD-ROM, as specified below.

By submitting Responses, Vendors are to clearly demonstrate their qualifications, competence and capacity to provide services in conformity with the requirements as identified in this solicitation. Responses shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor’s capabilities to satisfy the requirements of this RFP. Elaborate bindings, displays, and promotional material are not desired. Emphasis in each Response shall be on completeness and clarity of content.

VENDORS ARE RESPONSIBLE FOR SUBMITTING THEIR RESPONSES TO THIS RFP TO THE PROCUREMENT OFFICER BY THE DATE AND TIME SPECIFIED IN SECTION 1.6 OF THIS SOLICITATION. CITIZENS WILL NOT CONSIDER LATE RESPONSES.

Clearly identify what solicitation your Response is for on the front of your submittal as follows:

[VENDOR NAME]
REQUEST FOR PROPOSALS NO. 13-0014
ADJUSTING SERVICES

Proposals will be evaluated solely on the information and materials provided in your Response. Using references to outside materials or external website links is not allowed. Any links provided in a Vendor’s Response will not be reviewed or used to score Responses.

In response to this RFP, the following will apply:

A. Respondents shall submit their proposal(s) on one (1) CD-ROM. Electronic documents contained on the submitted CD-ROM shall be searchable. Hardcopy submission of Responses is not permitted.

B. Proposals shall be sent / delivered to Citizens in a sealed package that is clearly marked with the solicitation number, company name, the due date and time. All documents on the submitted CD-ROM should be searchable.

C. Redacted Copies:

If Vendor believes their Response contains information that is confidential, trade secret, or otherwise not subject to disclosure, they may submit a separate additional redacted electronic version of the Response, provided on a separate CD-ROM. The information contained on the CD-ROM containing the redacted version shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event Citizens receives a public records request for this information Citizens will be able to respond to such request by providing a copy of redacted electronic version of the document(s) provided by the Vendor. Citizens will rely upon Vendor submitting the redacted version to ensure the redacted version satisfies this requirement.
This CD should be labeled “Redacted Response” and be void of any information the Vendor deems exempt from Florida’s public record law.

By participating in this solicitation process and submitting a Response, a Vendor acknowledges the requirements of the Florida Public Record laws found in Ch. 119, Florida Statutes and s. 24(a), Art. I of the Florida Constitution (the “Public Record Laws”), and agrees to the provisions set forth in this section.

3.3 **RESPONSE CONTENTS:** The Response shall be organized on the CD as follows:

**TAB A**  
**BUSINESS / CORPORATE QUALIFICATIONS AND INFORMATION:**

Vendors **shall submit** the following documentation and/or reports regarding business / corporate qualifications and information to Citizens in **TAB A** of their Response:

A. A cover letter on the Vendor’s letterhead, relevant contact information, the name and signature of the person or the representative of the responding organization authorized to legally obligate the Vendor to provide the services identified in this RFP.

B. **Vendor must identify all principal owners having more than 5% interest in the company and provide Criminal Background Investigation Report(s) as specified in Section 2.5 of this solicitation.**

C. **Vendor Information,** which should contain the following information:
   1) Size of company, annual revenues, number of employees, and number of years providing property and casualty adjusting services. Indicate specifically the number of years of experience providing Specialty Group Adjusting Services as defined in this solicitation.
   2) List any mergers, acquisitions and/or reorganizations that occurred within the last five (5) years, or any that are planned within the next twelve (12) months, if applicable.
   3) Provide relevant experience providing “end to end” claims handling.
   4) Describe the ability of how your company can adapt its approach to meet the needs of contracted services to any change in business scope due to enacted laws.
   5) Describe the day-to-day process of the company’s practices to ensure objective, right the first time claims handling.
   6) Indicate the total number of current clients, total claims and scope of services provided in the past five (5) years.

**TAB B**  
**CERTIFICATIONS / FORMS / OTHER DOCUMENTS:**

Vendors **shall submit,** as applicable, the following completed forms to Citizens in **TAB B** of their Response:

A. Executed Attachment A, Adjusting Services Contract (including “Scope of Services” and “Pricing and Compensation Schedule”)

B. Attachment B, Vendor Conflict of Interest Disclosure Form (Form No.: 501b)  
   Attachment B must be signed by a qualified person owning more than 5% interest in the Vendor firm (Principal)

C. Attachment C, Litigation, Claims or Regulatory Action Form

D. Attachment D, FSBE, FBE & MBE Declaration Form *(if applicable)*. Citizens encourages participation by Florida Business Enterprises (FBE). **Five (5) points will be awarded to each Vendor who qualifies as an FBE and submits a notarized Attachment D, FSBE, MBE & FBE Declaration Form in this section.**
E. Attachment H, Certification of Drug Free Workplace Program Form

F. Attachment J, Ethics and Confidentiality Acknowledgement Form, Vendor must submit an Ethics and Confidentiality Acknowledgement Form on each qualified person owning more than 5% interest in the Vendor firm (Principal)

G. Current Certificate of Insurance as defined within Attachment A, Adjusting Services Contract, Section 3.1 D, Certificate of Insurance

H. Copy of Vendor’s Florida Registration with the Florida Department of State (“Sunbiz”), Division of Corporations which demonstrates that the Vendor is registered to do business in Florida. If Vendor is not currently registered with the State of Florida a registration will be required before executing the Contract.

I. Assigned federal identification employer W-9

**TAB C  CURRENT CITIZENS CONTRACT:**

Please be advised if you are a Vendor that had a contract with Citizens terminated for cause, your submission Response will not be considered.

Vendors should complete and include in TAB C of their Response if they are currently contracted with Citizens for claims services and should, at a minimum, identify the Business Unit, types of services and, Citizens contract number in this section of their Response.

**TAB D  VENDOR QUALIFICATIONS AND CAPABILITIES:**

**A. Committed Adjuster Resources / Specialty Group**

Vendors shall submit a completed Attachment L, Committed Adjuster Resources spreadsheet containing the minimum number of Adjusters they will commit to Citizens in this section of their Response (Attachment L MUST be returned to Citizens in the Excel format provided in the RFP).

Vendor shall also identify which primary role each Committed Adjuster Resource is capable of performing on Attachment L. Vendors MUST commit a minimum of 75% of their total proposed resources to MCM, the remaining 25% may also be committed all or in part to MCM or be comprised of the Specialty Groups as defined below and in the percentages listed in the Specialty Group table on the following page.

Adjusters may be listed only one (1) time regardless of how many roles they may be eligible to perform, any duplicate entries will be removed and will not count toward resource numbers or the total number of adjusters.

Points for Committed Adjuster Resources will be allocated as follows:

<table>
<thead>
<tr>
<th>Committed Adjuster Resources</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 50</td>
<td>3</td>
</tr>
<tr>
<td>51 – 100</td>
<td>7</td>
</tr>
<tr>
<td>101 – 150</td>
<td>13</td>
</tr>
<tr>
<td>151 – 300</td>
<td>21</td>
</tr>
<tr>
<td>301+</td>
<td>30</td>
</tr>
</tbody>
</table>

“Specialty Groups” are defined as the following Adjuster groups; 1) Large Loss, 2) LDCU, 3) QA, 4) Shared Services (includes Complaints, Subrogation, Recovery and Fraud Investigations) and 5) Sinkhole as shown on Attachment L, Committed Adjuster Resources in the “Resource’s Primary Role” dropdown selection field.
THIS CONTRACT ("Contract") is between CITIZENS PROPERTY INSURANCE CORPORATION ("Citizens"), a legislatively created Florida governmental entity, having its principal place of business at 2312 Killearn Center Blvd., Tallahassee, FL 32309, and _______________________________ or ("Vendor") having its principal place of business at ________________________________.

On November 15, 2013, Citizens issued a Request for Proposal No.: 13-0014 for Adjusting Services (the "RFP"). The Vendor submitted a proposal ("Vendor's Proposal"), which was accepted and approved by Citizens. This Contract and its attachments are a direct result of the terms set forth in the RFP and Vendor's Proposal.

Citizens and the Vendor enter into this Contract to provide Adjusting Services. In consideration of the mutual promises and restrictions stated in this Contract, both Parties acknowledge and agree to the following:

SECTION 1
DEFINITIONS

As utilized in this Contract, the following terms have the following meaning:

1.1 Adjuster" - means an individual who meets the adjuster requirements set forth in this Contract or any employee or Independent Contractor of the Vendor who works on a Citizens' Claim, and who have been fully and properly credentialed in accordance with the provisions of this contract.

1.2 "Adjusting Services" or "Services" – means full adjusting services for Catastrophe and Non-Catastrophe losses including but not limited to those outlined in the statement of work that Vendor is required to perform for Citizens under this Contract, and the term includes all required deliverables.

1.3 "Best Claims Practices and Guidelines" – means the claims and estimating guidelines developed by Citizens for the administration and adjustment of claims incurred on Citizens' policies, which are attached and incorporated into this Agreement as Attachment M. Citizens in its sole discretion reserves the right to periodically revise the Best Claims Practices and Guidelines in order to meet Citizens' business needs, legislative requirements, or for other legal purposes. Citizens shall deliver to Vendor in an electronic or written format, any Revised Best Claims Practices and Guidelines no later than two weeks prior to their effective date.

1.4 "Business hours" or "working hours" – means the hours from 8:00:00 AM ET to 6:00:00 PM ET excluding Citizens' observed holidays. Citizens can adjust the Business Hours upon prior notice to a Vendor in anticipation of or after a Catastrophic Event.

1.5 "Catastrophe" or "Catastrophic Event" – means a natural or unnatural event occurring at any time in which Citizens receives or anticipates receiving no less than 500 claims or which Citizens otherwise determines is a Catastrophe.

1.6 “Citizens Systems” – means any of Citizens applications for the purposes claims handling or any other such proprietary systems including user documentation, online documentation and all access security codes as the context may provide utilized by the Vendor to complete the services outlined in this contract.
1.7 “Claim” - means any commercial or personal lines property claim of coverage, including liability claims, arising out of Citizens’ policies in force.

1.8 “ClaimCenter” – means a web-based claims system enabling end-to-end claims lifecycle management. This system tracks all required claims related data.

1.9 “Committed Adjusters” – means the total number of Adjuster resources that the Vendor has guaranteed to have available for Citizens to provide Adjuster Services.

1.10 “Credentialed Adjusters” – means the total number of Adjusters resources that the Vendor has entered into Citizens Claims Management System and have been approved to complete adjusting services.

1.11 Deployment – means the actual time when an Adjuster is providing Adjusting Services for Citizens on a Claim.

1.12 “Designee” – means any individual person submitted by Vendor in Citizens’ CAIS for credentialing purposes.

1.13 “Disputed Claims Services” – means Adjusting Services performed in relation to litigation, appraisals, mediations and other claims related to non-catastrophe or catastrophe and other property and casualty claims under the direction of Citizens’ Claims Management team.

1.14 “File Audit” – means a detailed review and report completed by Citizens, Vendor Staff, or QA for audit purposes, of an open or closed claim file to determine compliance with the Best Claims Practices and Guidelines.

1.15 “File Auditor” – means an Adjuster with skills to review files, reconcile estimates and the completed work of others, and who will work inside for entire deployment.

1.16 “Florida Adjusting License and Appointment” – the licensing and appointment process as defined by the Florida Department of Financial Services, Division of Agent an Agency Services at http://www.myfloridacfo.com/agents/licensure/

1.17 “Insured” - means the person or persons named in the Declaration page of the Citizens’ issued property insurance policy. This includes any resident relatives or people under the age of 21.

1.18 “Managed Claims Model” or “MCM” – means the process when Citizens assigns a Claim to Vendor, and Vendor performs, oversees and manages all needed Adjusting Services on that Claim from the first notice of loss to conclusion of the Claim. This does not include the litigation related Services.

1.19 “Non-Catastrophe” or “Non-Catastrophic Event” – means a natural or unnatural event causing Claims at Citizens, that is not associated with a Catastrophic Event.

1.20 “Policyholder” - means an Insured named in the Declarations page of the Citizens’ insurance policy.

1.21 “Quality Assurance File Audit” – means a detailed review and report of an open or closed Claim file for compliance to the Best Claims Practices and Guidelines.

1.22 “Quality Assurance Re-inspection” – means a detailed onsite review and report of a claim location for compliance to the Best Claims Practices and Guidelines.

1.23 “Quality Assurance” – means that the Vendor shall utilize a quality assurance and quality control process to ensure all service level objectives are being met and to monitor other quality of services being delivered to Citizens according to CPIC guidelines.

1.24 “Re-inspection” – means a detailed onsite review and report completed by Vendor staff, QA or Vendor lead for audit purposes of a Claim location to ensure compliance with the Best Claims Practices and Guidelines.

1.25 “Re-inspector” – means an Adjuster with skills to review files, reconcile estimates and the completed work of others and who will complete full re-inspection of Claims.
1.26 “SIU Technical Coordinator” – means an Adjuster with skills to coordinate investigations of suspect Claims which will be conducted by other Citizens’ Vendors.

1.27 “Subcontractor” - means a legal entity that the Vendor uses for any part of the performance obligations, duties or services to be performed.

1.28 “Task Assignment” –means the process by which the Vendor to completes specific Claim task(s), such as complete or partial evaluation of damage to include scoping, estimating and pricing covered repairs. Citizens’ desk adjuster and Claims’ owner will have direction and oversight of the assigned task(s).

1.29 “Team Lead” – means Vendor’s senior level Adjuster that possess the necessary skills and traits for managing property adjusters (for moderate to extreme damage to property) and adjusting personnel.

1.30 “Vendor’s Staff” or “Staff” - means any employee, staff member, temporary staff member, Adjuster, contractors, subcontractors, partners, agents or other representative of the Vendor performing work on this Contract.

1.31 “Vendors Records” - means any books, email, training material, works, documents, or other records of Vendor related to this Contract or any services provided under the terms of this Contract.

1.32 “Work Assignments” – means an Adjusting Service assignment sent to the Vendor by Citizens.

SECTION 2
TERM AND RENEWALS

2.1 Term of Contract. This Contract shall be effective upon the date on which the last party has executed the Contract (the “Effective Date”), and shall continue for three (3) years (the "Base Term"). Unless otherwise specified, all times set forth in this Contract shall be based upon the time in Tallahassee, Florida.

2.2 Renewal. This Contract has two (2), one (1) year renewal terms (the “Renewal Term”) which may be exercised at Citizens’ sole discretion by delivery of written notice any time prior to the expiration of the then current term.

SECTION 3
SERVICE LEVEL REQUIREMENTS

The Vendor shall perform all Adjusting Services meeting the service level requirements set forth in this Contract and corresponding attachments. Citizens’ does not guarantee explicitly or implicitly that the Vendor will receive any Work Assignments, nor any volume of Work Assignments, during the term of this Contract. Each defined area of Service in this Contract is independent of other specifically defined services. Vendor is required to perform the defined Services, including the respective Deliverables as documented in this Contract. Citizens is required to complete all Services in compliance with the Best Claims Practices and Guidelines (Attachment M), various state laws and administrative regulations. Therefore, certain Service and service level requirements set forth below may be modified due to changes in state law, judicial decision or administrative regulation.

As part of these service level requirements, Citizens may require Vendor and Vendor’s staff to participate in a meeting(s), teleconference(s) or trainings, as determined by Citizens, to discuss and assess the delivery of Services.

3.1 Vendor Specific Data Credentialing. Within thirty (30) business days of execution of the Contract, the Vendor will be required to access applicable Citizens System, and input, maintain and update Vendor required qualification and credentialing information and all necessary information on all . Citizens will utilize this information to verify that Vendor has met and continues to meet certain requirements in this Contract. It is the Vendors responsibility to ensure all documents and requirements are met in Citizens Systems prior to receiving or accepting any work assignments. The Vendor specific credentialing data required is outlined below:
A. **Vendor Conflict of Interest Disclosure Form (Attachment B):** The Vendor shall upload Citizens’ Vendor Conflict of Interest Form within thirty (30) calendar days of this Contract’s full execution or as otherwise directed by Citizens, and then again no later than April 15th of each year of the Contract term thereafter.

B. **Ethics and Confidentiality Acknowledgement Form (Attachment J):** The Vendor shall upload Ethics and Confidentiality Acknowledgement Form within thirty (30) calendar days of the Effective Date of the Contract or as otherwise directed by Citizens, and then again by April 15th of each year of Contract term thereafter.

Each member of Vendor’s Staff working with Citizens records or issues shall submit an Ethics and Confidentiality Acknowledgement of Claims Vendor’s Employee or Subcontractor Form. This form only needs to be provided once and does not need to be re-executed. Vendor shall agree to follow the principles set forth in and follow the principles in another applicable code of ethics if so designated by Citizens.

Vendor acknowledges and agrees to the following ethical restrictions:

1. Vendor will not give a gift to a Citizens’ employee or member of Citizens’ Board of Governors;
2. Vendor will not accept a gift from a Citizens’ policyholder that is, or could be interpreted to be intended to influence Vendor’s handling of their claim or could be interpreted as an expression of gratitude for such an act;
3. Vendor will not have a relationship with a Citizens’ employee or Board member that qualifies as a conflict of interest unless an exception is granted; and
4. Vendor will promptly contact Citizens’ Human Resources Department if an exception or interpretation is needed. An exception granted by Citizens must be confirmed in writing.

Vendor acknowledges and agrees that any confidential information disclosed to, or acquired by it, is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services to be rendered by the Vendor for and on behalf of Citizens. Vendor shall restrict access to all Confidential Information to just those individuals who will actually be performing Adjusting Services under this Contract. Vendor will not access or have another person access information contained in underwriting or claim files of its principals and, if known, of a family member. If Vendor is assigned a file of any policyholder that would result in or appear to result in a conflict of interest Vendor will notify Citizens for reassignment. Vendor shall require all Staff providing Services to sign a confidentiality agreement stating that the individual will protect the Confidential Information in the manner required by this Contract. Vendor shall be solely responsible for informing any individual with access to Confidential Information, including, but not limited to, its officers, directors, agents, Staff and independent contractors, of the provisions of this section and shall be legally and financially liable for any acts of those individuals and entities that violate such provisions, and shall indemnify and hold Citizens Harmless for any legal claims related to the unauthorized access, distribution, misappropriation or misuse of the Confidential Information. Vendor shall notify Citizens immediately upon knowledge or suspicion of any misuse or misappropriation of Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly.

C. **Financial Documents:** The Vendor shall upload the financial documents listed below, within thirty (30) calendar days of the Effective Date of the Contract or as otherwise directed by Citizens, and by April 15th of each year of the Contract term thereafter:

1. A copy of the Vendor’s most recent year end audited financial statements and the most recent interim financial statements;
2. If financial statements are not audited, provide a year-end compilation or a review and the most recent interim financial statements;
3. If none are available, indicate such and provide year-end internal financial statements which must include the balance sheet, income statement and the most recent interim financial statements.

4. The Vendor should provide the name, address and telephone number of the fiscally responsible representative of the Vendor’s organization;

5. The Vendor should provide the reports and statements required of a publicly held corporation, if available;

6. The Vendor should provide any other pertinent information as requested by Citizens;

7. A non-publicly held Vendor should provide a credit report or a Dunn and Bradstreet Report; and

8. A signed W-9 with FEIN Number within thirty (30) days of the Contract Effective Date or as otherwise directed by Citizens, and annually thereafter by April 15th.

D. Certificate of Insurance: The Vendor shall upload into Citizens Systems an in-force certificate of insurance that meets or exceeds the minimum Insurance requirements defined below, within thirty (30) days of the Effective Date of the Contract or as otherwise directed by Citizens, and a new certificate of insurance annually upon renewal of coverage or when a new policy is issued. During the term of the Contract, Vendor shall maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida:

   1. Workers’ Compensation policy which provides coverage to Vendor’s Staff, 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 $1,000,000;

   2. Commercial General Liability with minimum limits of $1,000,000 per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder) and $2,000,000 in the aggregate;

   3. Umbrella/excess general liability and auto liability insurance with minimum limits of $4,000,000 in the aggregate;

   4. Automobile Liability with combined single limits of not less than $1,000,000 per accident; and

   5. Professional Liability (errors and omissions) with minimum limits of $2,000,000 per occurrence and $4,000,000 in the aggregate.

Vendor shall provide evidence to Citizens that all Vendor Staff and/or independent contractors of Vendor are “covered persons” under Vendor’s insurance policy for purposes of negligent or wrongful acts conducted in the scope of his/her adjusting services on behalf of Citizens.

Vendor further agrees that it shall maintain sufficient and proper insurance to cover any indemnity obligation that it has assumed under the Contract for the duration of this Agreement. All policies of insurance referenced herein will be primary and will include Citizens as an additional insured with the exception of Worker’s Compensation. Vendor shall provide copies of its policies upon request by Citizens. All policies will include provisions that the insured waive the rights of recovery or subrogation against Citizens; and Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible or premium in any of the aforementioned insurance policies. The payment of such deductible and premium shall be the sole responsibility of the Vendor.

E. Vendor Florida Corporation Registration: As part of this Contract, and prior to April 15th each year thereafter, Vendor shall provide proof of registration with Florida Department of State, Division of Corporations.

3.2 Vendor Staff Specific Data and Credentialing: Within thirty (30) days of execution of the Contract, the Vendor will be required to access applicable Citizens’ Systems, to input all Vendor’s Staff required qualification and credentialing information, which shall include, but is not limited to the
information listed below. Vendor is responsible for making sure all of the information it has input in the Citizens’ Systems are properly maintained and updated.

A. **Resume:** A detailed resume that includes, at a minimum, the principal location of residence, appraiser, adjusting and relevant work history with dates, certifications and related training, and client references related to work as outlined in the scope of services. The resume should substantiate designee’s property loss adjusting or appraisal work experience and match information Vendor inputs for each designee in the Qualifications Tab within Citizens Systems. This information should be provided initially and updated by April 15th of each calendar year in a format approved by Citizens.

B. **Florida Adjusters License and Appointment:** All Adjusters are required to hold a valid, active Florida Adjusting License and Appointment. Vendor shall be responsible for the adjusting licensing of their designees. All such Vendor supplied designees shall comply with all current and any new regulations or requirements as passed by the Florida Legislature or further as enacted by the Department of Financial Services. Vendor shall input Florida Adjusting License information into the designee’s Demographics Tab within CAIS. This information should be provided at the onset of the Contract and updated each time the designees’ Florida Adjusting License or Appointment expires or renews.

C. **Vendors’ Staff Criminal Background Investigation Report:** Before any of the qualified and approved Vendors’ staff can provide services under this Contract, Vendor agrees to submit a criminal background investigation report on each qualified person supplied to Citizens and input into Citizens Systems pursuant to this Contract annually. Citizens’ reserves the right to reject any proposed personnel based on the background check information. All criminal background investigation reports must have been conducted no sooner that 30 days prior to execution of the Contract and are at the Vendors Expense.

A criminal background investigation report must be obtained from a third party entity (not Clerk of Court) for every Vendor’s Staff member Vendor is proposing to use under this Contract. At a minimum, the background investigation report must include an investigation for, and review of whether the Vendor’s Staff has met the minimum education, qualifications, experience requirements as required by the Contract and has ever pled guilty or no contest to a crime; been adjudicated guilty of a crime; had adjudication withheld for a criminal offense; successfully completed a pre-trial intervention program; or been placed on court-approved probation. Vendor must not submit to Citizens or allow any individual that has a past adult felony conviction to perform Services for Citizens. For the purposes of this Contract, a conviction is defined as a determination of guilt resulting from a plea or trial, regardless of whether adjudication was withheld or whether imposition of a sentence was suspended. Background investigations of all proposed Vendor Staff with misdemeanor convictions, involving moral turpitude, will be reviewed by Citizens to determine Vendor Staffs’ eligibility to perform services under this Contract. The Vendor is responsible for any and all costs associated with the background investigations.

All criminal background investigation reports submitted to Citizens shall include but not limited to the following:

1. state and federal felony convictions;
2. misdemeanor convictions involving moral turpitude;
4. any pending deferred adjudications with respect to the above I, II or III; and
5. for the past ten (10) years minimum within 30 days of the effective date of this Contract.
6. criminal histories, identity verifications, sexual offender and professional licenses.
   a) **Criminal History:** Only primary information sources shall be used to directly access county, state, federal, and national electronic record repositories.

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**ATTACHMENT A**

**RFP 13-0014, ADJUSTING SERVICES**

**ADJUSTING SERVICES CONTRACT**
If reported by the courts, all criminal histories must include, but may not be limited to, convictions, or guilty pleas or pleas of no contest (nolo contendere) to a crime; having adjudication withheld for a criminal offense; entering a pre-trial intervention program, or being placed on court-approved (court ordered) probation for any felony or misdemeanor offense.

All criminal history shall include information dating back a minimum of 10-years prior, and conducted at a minimum of 30 days from the execution of the Contract. All criminal history information shall include, but not limited to the following background investigation reporting information:

1) **Federal Criminal History:** Federal misdemeanor and felony conviction information including:
   a. Date of charge;
   b. Charge information;
   c. Degree of charge;
   d. Date of disposition; and
   e. Disposition.

2) **State Criminal History (ie a FCIC search for Florida-based Candidates):** State misdemeanor and felony conviction information including:
   a. Date of charge;
   b. Charge information;
   c. Degree of charge;
   d. Date of disposition; and
   e. Disposition.

3) **County Criminal History:** County misdemeanor and felony conviction information including:
   a. Date of charge;
   b. Charge information;
   c. Degree of charge;
   d. Date of disposition; and
   e. Disposition.

b) **Sexual Offender Registries:** Including a national crosscheck of all sex offender databases and registries. The Vendor will provide primary sex offender searches using the Dru Sjodin National Sex Offender Public Website, which allows the Vendor to uncover sexual criminal history in states where the Staff may have frequented but not lived. Vendor will also search State Sex offender Need Registries that encompass all counties in each state. Additionally, a sex-offender search is included in the multi-jurisdiction National Criminal Database search, and any hits will be verified with the primary source.

c) **Government and Terrorist Watch Lists:** Using an SDN search. The SDN search will be conducted using documentation provided by the US Treasury’s OFAC system.

d) **Identity Verification Reports:** All Identity Verification Reports shall include, but not be limited to, the following information:
ATTACHMENT A
RFP 13-0014, ADJUSTING SERVICES
ADJUSTING SERVICES CONTRACT

1) Social Security Number Validations shall include a national crosscheck trace and verification of accurate social security numbers.

2) All residential address histories dating back a minimum of 10-years

3) Any alias or maiden names associated with the social security number

e) Professional Licensure and Certification Verification: All Professional Licensure and Certifications shall include, but not be limited to, the following information:

1) Any active or past professional or governmental licenses or certifications held by the Candidate in relation to this contract and the scope of services;

2) Any disciplinary information, including suspensions, revocations, findings or otherwise.

3) The search will also verify that the license is currently valid as well as provide a history of violations.

f) The Vendor shall conduct annual background checks and provide criminal background investigation reports on all Vendor Staff working on Citizens related claims and shall provide this documentation and input into Citizens Systems by April 15th of each year or earlier.

g) Citizens will utilize this information to verify that the Vendor’s Staff have met and continue to meet the requirements of this Contract. Citizens will review and approve all Vendors’ Staff submission documents prior to any Vendor’s Staff receiving Work Assignments from Vendor or accessing any of Citizens’ Systems. Vendor will also have a continuing obligation to provide updated and / or new information for items that expire and for any new Vendor’s Staff members assigned by the Vendor for this Contract. Vendor assumes responsibility for verifying all Vendor’s Staff are properly licensed as required by the State of Florida, including securing necessary emergency licenses.

3.3 Vendor Staff Resources. Upon Contract execution, the Vendor shall input into Citizens System the number of Committed Adjusters as provided in Attachment L. Any alternative or substituted Committed Adjusters must be submitted and approved through Citizens Systems prior to receiving any Work Assignments. Vendor shall at all times during the term of the Contract maintain the required and approved minimum number of Committed Adjusters in Citizens System. Should the Vendor fall below the minimum number of Committed Adjusters, the Vendor may not receive any additional Work Assignments until the required number of Committed Adjusters meet the minimum requirements for a period of seven (7) business days.

3.4 Quality Assurance and Quality Control. Citizens’ reserves the right to issue Vendor performance scorecards for all Services provided by the Vendor. These performance scorecards will evaluate Vendor’s performance and service levels based upon objective criteria outlined in the scope of services and the Best Claims Practices and Guidelines. If a Vendors’ performance level falls below the acceptable level as established in the Best Claims Practices and Guidelines, Citizens may notify Vendor in writing of Corrective Action requirements. It shall be the Vendor’s responsibility to utilize a quality assurance process to ensure all service level objectives are being met and to monitor quality of services being delivered to Citizens. At Citizens discretion, Citizens may establish guidelines to assist in the quality assurance and quality control audits process and procedures.

3.5 Vendor Staff Requirements and Management. Vendor shall be responsible for the overall management of Vendor’s Staff whom are providing Services to Citizens. The Vendor shall:

A. Within thirty (30) days of the Contract execution the Vendor must identify to Citizens, Vendors primary and secondary management contacts responsible for the complete oversight and management of Citizens’ assigned claims work. Vendor representatives must be available during Citizens business hours.
B. Ensure each assigned approved staff submits a time record directly to Vendor’s Manager or point of contact. At any time during this Contract, Citizens may require time records from the Vendor.

C. Adhere to the Best Claims Practices and Guidelines or other processes as instructed by Citizens, including but not limited to:

1. Monitoring file production on a weekly basis to determine compliance with Citizens’ production requirements;

2. Removing or Replacing Vendor’s Staff that are unable to meet minimum production and/or quality requirements as outlined in the Best Claims and Guidelines, and preventing them providing from further work on behalf of Citizens; and

3. Vendor is responsible for the actions of its staff, personnel, and independent contractors, regardless of whether or not those actions were done intentionally.

4. Ongoing verbal and written communication of available credentialed resources.

D. Staff Appearance. Vendor staff shall maintain a well-groomed appearance at all times and wear appropriate work attire. Appropriate work attire includes, but is not limited to clean: roof climbing footwear, khaki type pants, Citizens supplied shirts, and optional Citizens supplied caps. Vendor’s Staff is prohibited from wearing denim (blue jeans) or short pants (shorts) while at a site or Citizens’ policyholders’ home and/or business.

E. Staff Standards of Conduct. At Citizens’ request or upon Vendor’s own review of Services, and without the requirement of a formal warning to the identified Staff, Vendor shall immediately remove any of its Staff from providing Services under this Contract when the Services being provided fail to meet any of the standards of conduct, including but not limited to, those outlined below:

1. Vendors’ Staff shall not carry a weapon on their person while performing any Services for Citizens, at any Citizens’ site or Citizens Policyholders’ property; and

2. Vendors’ Staff shall not use impairing drugs, chemicals, or alcohol while conducting business for Citizens, at any Citizens’ site or at Citizens’ policyholders’ property.

F. Teamwork. At Citizens discretion, Vendor staff may be required to work in cooperation with and on teams with other Vendors, or report to a supervisor from another Vendor in order to complete work as required by Citizens.

3.6 **Independent Contractor:** Vendor and Vendor’s Staff are independent contractors and have no authority to act for, or to bind, Citizens except as specifically provided in this Contract. Vendor will pay all assessments and taxes in connection with the Services performed under this Contract. Vendors’ Staff, officers, directors, independent contractors, agents or representatives, are not employees of Citizens for any purpose and are not entitled to any of the benefits available to Citizens’ employees. Vendor will indemnify, defend and hold Citizens harmless from any Claim, loss or damage brought by any of Vendor’s staff, independent contractors, agents or representatives, or other persons for whom Vendor employs or permits to act on Vendors behalf.

3.7 **Staff Training on Applicable Citizens’ Policies.** Vendor shall provide a dedicated Trainer Resource and be responsible for training all of Vendor’s Staff that will be providing Services on this Contract on all applicable Citizens’ policies, Citizens’ Systems and other applicable items identified by Citizens. Vendor must conduct its staff training using training materials provided by Citizens and will be responsible to train all staff that will be working on, or in any way associated with this Contract on an initial and annual basis. The required initial training must be completed prior to Vendor receiving and accepting any Work Assignments. Vendor’s staff may be required to attend additional training (online and/or classroom) sessions, as is deemed necessary by Citizens’ Contract Manager. Citizens reserves the right to attend, request proof of attendance and or completion documents from the Vendor.

Vendor will provide Citizens’ Contract Manager with proof of training no later than ten (10) days after the full completion of training. Vendor shall be responsible for maintaining complete training...
records for its entire staff associated with this Contract. To meet Citizens training requirements, the Vendor shall complete the following for all Vendor’s Staff who are providing services under this Contract:

A. Present initial training materials in a “face to face” training session.

B. Provide at a minimum annual recertification training with Citizens issued training materials. Recertification training may occur through a webinar. Citizens reserves the right to request training dates, proof of attendance, documents and the training site location.

C. In addition, Vendor shall ensure that all persons working on its behalf are properly trained and proficient in the use of the most recent version of estimating software utilized by Citizens. At no cost or expense to Citizens, Vendor shall obtain, implement, utilize, and maintain the estimating software currently used by Citizens, in the performance of work, contemplated by this Contract.

D. Citizens’ reserves the right, at its sole discretion, to institute this learning via a Learning Management System that automatically tracks and records Vendor staff training and scores.

3.8 System Requirements. Within thirty (30) days of execution of the Contract, at its own cost and expense, Vendor shall have in place and ready for use all of the appropriate operating systems, software, hardware and/or other applications to ensure compliance to complete any work assignments. Vendor agrees to execute any third party agreements to permit it to obtain access to Citizens’ Systems. Vendor shall provide Citizens with proof of system requirements prior to receiving any Work Assignments.

3.9 Vendor Contact Information. Within thirty (30) days of the Contract execution, and as often as reasonably required by Citizens, the Vendor must identify to Citizens, Vendors primary and secondary business representative(s) responsible for the complete oversight and management of Citizens’ assigned work. The identified Business representative(s) must be available during Citizens business hours unless otherwise specified by Citizens.

3.10 Business Continuity and Disaster Recovery Plan (Attachment G). Vendors shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential of service disruption. Vendor shall provide within thirty (30) days of the Effective Date a tested business continuity/disaster recovery plan and annually by April 15th during the duration of the Contract. Due to the confidential and sensitive nature of the data and Information related to this Contract, unless otherwise agreed to by Citizens, the Vendor shall meet the following requirements:

A. The location where any of the work or Services related to this Contract is performed, or where any data, records or Information related to this Contract is accessed, used, processed or stored, must be at Vendor’s facilities or offices that are physically located in the United States.

B. Except as otherwise specifically permitted in this Contract, the Vendor may not subcontract, assign, outsource or otherwise have any non Citizens approved third parties perform any of the work or Services related to this Contract.

C. The data, records and Information related to this Contract shall not be accessible, to any person, entity or System, outside of the United States for any reason, including, but not limited to the following: back-up purposes, storage, quality control, testing, encryption, redundancy, etc.

3.11 Additional Services: Citizens from time to time during the term of this Contract may request that the Vendor perform additional services that are within the scope of work of this Contract, but have not been specifically identified herein (“Additional Services”). Before any Additional Services are performed they must be mutually agreed to in writing by Citizens and the Vendor, and shall specify their scope and any related payment terms. Citizens shall not be responsible for payment to the Vendor for any Additional Services that do not fully meet the requirements of this section.

3.12 Professional Competence, Ethics and Professionalism. All Vendor’s Staff are required to demonstrate the highest levels of professional competence, ethics and professionalism while performing work for Citizens or otherwise being associated with Citizens. Citizens’ reserves the
right at any time for any reason to require that a particular member of Vendors staff be disallowed from performing services under this Contract.

3.13 Material Breach of Service Levels. If Vendor fails to fully or satisfactorily provide or perform any Service during the term of this Contract, such failure shall constitute a material breach of the Contract.

SECTION 4
SERVICE PERFORMANCE REQUIREMENTS

4.1 Monitoring. The Vendor shall continuously monitor and record its Services to make sure they meet or exceed all contractual provisions outlined in this Contract, including all attachments. Citizens may monitor Vendor’s performances to ensure that the Services provided meet or exceed the contracted Service Level Standards. Vendor’s failure to meet or exceed these service standards may result in corrective action (as outlined later in this contract) or termination. Citizens may conduct programmatic and other administrative contract monitoring during each calendar year. The purpose of this monitoring is to ensure that all of Vendor’s responsibilities and obligations under this Contract are being met and fulfilled, and may include but is not limited to: on-site visits; and the review of reports, services, invoices, deliverables, compliance, and a review of any other areas reasonably necessary.

4.2 Quality Assurance. Citizens reserves the right to perform periodic Quality Assurance Audits. The Vendor shall identify a QA dedicated resource and cooperate fully with employees, agents, officers, or representatives of Citizens during visits, audits, investigations, or examinations made and conducted by Citizens, the Office of Insurance Regulation, or Department of Financial Services, and shall permit such persons full access, including the right to copy during normal business hours, to all books and records pertaining to Citizens’ services rendered or to be rendered. In addition to periodic Quality Assurance Audits, Citizens’ representatives at Citizens’ expense, shall have the right (but not the obligation) from time to time, during normal business hours and upon delivery of reasonable notice, inspect, audit, copy and make extracts from Vendor’s books, files, claims files, records and accounts relating to business transacted pursuant to this Agreement and in compliance with any and all information privacy laws and regulations. If deficiencies are identified, Vendor shall comply with Citizens’ recommendations upon completion of such Audit or be subject to written notification of the Vendor’s failure to perform its obligations under this contract.

A. Citizens will utilize a comprehensive performance-based management approach for Services. The performance-based management approach will include the use of objective performance goals and indicators of each performance evaluation period, as standards against which the Vendor’s overall performance of the Service obligations under this Contract will be assessed through Citizens’ Claims Management System and quality assurance guidelines as stated in the Contract.

B. The Vendor shall work in partnership and cooperation with Citizens in a self-assessment process. This work includes, but is not limited to, the development and execution of self-assessments and the utilization of the results for continuous improvement.

C. The Vendor shall provide periodic updates, as requested by Citizens, on Vendor’s performance. The Vendor shall provide a formal status briefing quarterly and a formal self-evaluation report to Citizens at year-end. Specific due dates and formats for the above-mentioned reports shall be as directed by Citizens. In addition, the self evaluation status report must provide:

1. an overall summary of performance for the performance period;
2. performance ratings for each adjuster and overall; and
3. a summary of key strengths and opportunities for improvement.

D. Vendor’s success in meeting or exceeding performance expectations or operation functional capacity may be rewarded with increased frequency of work assignments. Conversely, marginal performance, poor performance or “for cause” situations may result in more frequent
reviews and/or reduced assignments. Citizens does not in any way guarantee that Vendor will receive any Work Assignment, including a specific volume of Work Assignments, during the term of this Contract. Standards of performance measure review:

1. Citizens will review the goals, objectives, performance indicators, and expected levels of performance with the Vendor. Citizens shall have the unilateral right to establish reasonable new goals, objectives, performance indicators and expected levels of performance and/or to modify and/or delete existing goals, objectives, performance indicators, and expected levels of performance. It is expected that the goals, objectives, performance indicators, and expected levels of performance will be modified by Citizens and provided to the Vendor as new areas of emphasis or priorities emerge which Citizens warrants recognition in the performance-based integrated management approach.

2. Failure to include an objective or performance indicator in the contract does not eliminate the Vendor’s obligation to comply with all applicable terms and conditions as set forth elsewhere within the contract.

4.3 Corrective Action Plan. Upon receipt of a verbal or written notice to cure from Citizens with respect to Vendor’s failure to properly provide the Services, or any aspect thereof, in accordance with the provisions of this Contract, Vendor shall: (1) perform a cause analysis to identify the cause of such failure; (2) provide Citizens with a written Corrective Action Plan detailing the cause of, and procedure for correcting such failure. Citizens will be afforded the time necessary to review and approve the proposed Corrective Action plan or require Vendor to make revisions. Upon Citizens’ written approval of the Corrective Action Plan Vendor must; (1) implement all plans and procedures; and (2) provide Citizens with assurance satisfactory to Citizens that such failure will not reoccur following the completion of the implementation of the corrective procedure. Completion of the cause analysis and implementation of the Corrective Action Plan must occur no later than the time frame as noted in the notice to cure from Citizens, unless otherwise agreed to by Citizens. If performance deficiencies are not resolved to the satisfaction of Citizens within the prescribed time, and if no extenuating circumstances can be documented by the Vendor to Citizens’ satisfaction, Citizens may request a stop work order, issue corrective action or cancel the Contract with the Vendor. The determination of the extenuating or mitigating circumstances is the exclusive determination of Citizens. Should the Vendor not meet the requirements of the Corrective Action Plan the Vendor will then be disqualified from the next solicitation and future contracts for all services.

4.4 Staff Reduction Penalty. At Citizens discretion and notification, should the Vendor fail to meet the resource commitment, the Vendor may be placed on a corrective action plan or may be required to pay Citizens a penalty for noncompliance with the number of Vendor’s Committed Adjusters. If at any time during this Contract the required and approved number of Committed Adjusters as noted on Attachment L is reduced by ten percent (10%) or more Vendor may be penalized at one thousand dollars ($1,000.00) per staff resource.Vendor Committed Adjusters will be reviewed by Citizens on a monthly basis. Each month will be reviewed separately for compliance and a penalty may result for each month that Vendor fails to meet the guarantee for Committed Adjusters. Vendor agrees that Citizens has the sole discretion to off-set any appropriate penalty amounts against Vendor’s current or future monthly invoices which are due and owing by Citizens.

4.5 Unrealized Staffing Capacity Penalty. Vendor must provide all Confirmed Adjusters within seventy-two (72) hours or as otherwise specified after written request is made by Citizens to Vendor. If Vendor fails to comply with Citizens Written Request, Citizens at its sole discretion may either require a Corrective Action Plan (as noted above) or impose a penalty charge on Vendor of up to two thousand dollars ($2,000.00) per each confirmed Adjuster requested and not supplied by Vendor.

A penalty charge may also apply to any Adjuster that abandons or stop performing Services at any time during this Contract. Upon notice of abandonment, Vendor will send a replacement Adjuster to arrive at the designated location within seventy-two (72) hours. If a replacement Adjuster does not arrive in the required time set forth in this Contract, then Citizens may assess an unrealized staffing penalty for each abandoned position.
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The penalties in this section can occur daily but shall not to exceed three (3) days for each Adjuster position. Vendor agrees that Citizens has the sole discretion to off-set any appropriate penalty amounts against Vendor’s current or future monthly invoices which are due and owing by Citizens.

SECTION 5
DELIVERABLES

5.1 Deliverable Materials. Citizens’ will have the right, title and interest (including ownership of copyright) of all materials created during the performance of this Contract.

<table>
<thead>
<tr>
<th>Vendor Requirements</th>
<th>Requirement</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed Conflict of Interest Form</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>as mutually agreed upon by Citizens and the Vendor.</td>
</tr>
<tr>
<td>Vendor Financial Documents</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>Within thirty (30) days of contract execution and by April 15th of each year of the contract term thereafter</td>
</tr>
<tr>
<td>Vendor Florida Registration</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>Within thirty (30) days of Contract execution and by April 15th of each year thereafter for the term of Contract</td>
</tr>
<tr>
<td>Certificate of Insurance</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>Within thirty (30) days of Contract execution and whenever the policy is renewed or changed</td>
</tr>
<tr>
<td>Business Continuity and Disaster Recovery Plan</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>Vendor shall provide within thirty (30) days of the Effective Date a tested business continuity/disaster recovery plan and annually by April 15th during the duration of the Contract.</td>
</tr>
<tr>
<td>Signed W-9 with FEIN Number</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>Within thirty (30) days of Contract execution and by April 15th of each year of the Contract term thereafter</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Supplied Staff Requirements</th>
<th>Requirement</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background Investigation Reports for Vendors Staff</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>Within thirty (30) days of contract execution and when “new” Adjusters or Vendor Staff are hired/assigned prior to commencement of services and by April 15th of each year of the contract term thereafter</td>
</tr>
<tr>
<td>Resume</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>Vendor shall provide within thirty (30) days contract execution and annually by April 15th during the duration of the Contract.</td>
</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
<th>Florida Adjusters License and Appointment</th>
<th>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</th>
<th>Vendor shall provide within thirty (30) days contract execution and upon expiration as documented by the Department of Financial Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Training on Applicable Citizens’ Policies</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>Vendor shall provide within thirty (30) days contract execution and annually by April 15th during the duration of the Contract and no later than ten (10) days after the full completion of training as training occurs</td>
</tr>
<tr>
<td>Signed Ethics and Confidentiality Acknowledgement of Claims’ Vendors’ Employee or Subcontractor Form</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>Within thirty (30) days of contract execution and when “new” Appraisers or Vendor Staff are hired/assigned by Vendor</td>
</tr>
<tr>
<td>System Requirements</td>
<td>as required in this document and the Best Claims Practices and Guidelines (as updated and amended)</td>
<td>Vendor shall provide Citizens with proof of system requirements prior to receiving any Work Assignments</td>
</tr>
</tbody>
</table>

5.2 **Deliverables Acceptance.** The Deliverables shall be subject to acceptance in writing by Citizens to verify that they comply with the requirements of this Contract and that they conform to their descriptions and specifications. Any additional or special acceptance criteria for a Deliverable will be set forth in the Statement of Work or otherwise mutually agreed to in writing. Citizens shall have the time period indicated in a Statement of Work to examine and accept or reject each Deliverable following final delivery thereof. Vendor will promptly correct the deficiencies noted by Citizens in a Deliverable. Payment by Citizens shall not be due until Citizens has accepted the applicable Deliverable to which an invoice applies; however payment of an invoice does not necessarily imply that the Deliverable has been accepted. If payment has been made to Vendor for a Deliverable that fails to be accepted in accordance with this Section and Vendor fails to correct such Deliverable in such a manner, to obtain Citizens’ acceptance in ten (10) days, or such other time period upon which the Parties have mutually agreed, Citizens shall have the right to receive prompt reimbursement of all payments made to Vendor for such Deliverable.

**SECTION 6**

**COMPENSATION**

6.1 This Contract has been awarded to multiple vendors, Citizens will collectively reimburse the awarded vendors for an estimated amount of $_________. The individual vendor’s amount will be determined by the assignments made by Citizens. The cost of services provided during a declared emergency or catastrophe will be at the same rates provided in the Contract. Citizens’ does not guarantee explicitly or implicitly that the Vendor will receive any Work Assignments, nor any volume of Work Assignments, during the term of this Contract.

6.2 **Pricing and Compensation.** All payments shall be made pursuant to Exhibit “A”, Pricing and Compensation Schedules are all inclusive and cover all services provided. If there is any need for Vendor to incur travel related costs, Vendor must get pre-approval in writing by Citizens and shall follow Citizens Vendor Travel Reimbursement Guidelines. Vendor agrees and acknowledges that from time to time, Citizens may adjust pricing either up or down due to market conditions and Citizens will communicate any such changes in writing to Vendor.

6.3 **Vendor’s Compensation to Vendor Staff.** Vendor must compensate all staff for services rendered promptly after payment is received by the Vendor from Citizens. Any dispute in compensation between the staff and Vendor is the responsibility of the Vendor to remedy. At Citizens sole
discretion, may request copies of disputed fee reconciliation documents in order to prove payment or justification of nonpayment.

6.4 **Invoices.** The Vendor shall submit all requests for compensation for services or expenses in sufficient detail for a pre or post audit inspection.

A. Unless otherwise agreed to by the parties, all invoices for Services shall be submitted to Citizens’ Accounts Payable department at Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include, at a minimum the following:

1. The Contract number;
2. The Vendor’s name and address;
3. The Vendor’s Federal Employment Identification Number (FEIN);
4. The deliverable or service for which compensation is being sought;
5. Citizens’ Contract Manager’s Name;
6. Vendor shall be required to submit invoices through Citizens’ System; and
7. Any other information that may be required by Citizens.

B. Citizens may require any other information from Vendor that Citizens deems necessary to verify any payment request placed under the Contract. Invoices that must be returned to a Vendor due to preparation errors will result in a delay in payment. Within thirty (30) days of actual receipt of the invoice, Citizens will either return the invoice to Vendor for correction, or approve it and process it for payment.

C. Vendor agrees that Citizens has the sole discretion to off-set any invoice amounts against Vendor’s current or future monthly invoices which are due and owing by Citizens.

D. Vendor waives all rights to dispute an invoice for further payment after 90 days from Citizens final payment on a closed claim file.

6.5 **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. Citizens will not pay for any personal property taxes levied on Vendor or for any taxes levied on employees’ wages.

6.6 **Citizens Travel Policy (Attachment L).** If (and to the extent) that a Contract provides for Citizens to reimburse Vendor’s travel expenses, Vendor has read and agrees to comply with Citizens’ Vendor Travel Reimbursement Guidelines, as currently in effect and as amended in the future. All travel related expenses must be pre approved in writing by Citizens’ Contract Manager. The Vendor shall reimburse all Vendor staff or contracted employees for travel expenses incurred in the performance of this Contract, and Vendor shall submit a reimbursement request to Citizens in accordance with the travel guidelines.

**SECTION 7**

**CONTRACT ADMINISTRATION**

7.1 **Contract Administrator.** Citizens shall name a Contract Administrator during the term of this Contract whose responsibility shall be to maintain this Contract. All legal notices and contractual documents shall be sent to the Contract Administrator in addition to the Citizens’ Contract Manager named below in Section 8.2. As of the Effective Date, the Contract Administrator is:

Lori Newman, Purchasing Department
2101 Maryland Circle
Tallahassee, Florida 32303
850-513-3795
lori.newman@citizensfla.com
7.2 Contract Managers. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the effective date, Citizens’ and Vendor’s Contract Managers are as follows:

Citizens’ Contract Manager
LaTrice Calhoun
Citizens Property Insurance
7215 Financial Way
Jacksonville, FL 32256
Phone 904-208-7601
Email latrice.calhoun@citizensfla.com

Vendor’s Contract Managers
Name: __________________________
Company Name: __________________________
Address: __________________________
City, State Zip: __________________________
Phone: __________________________
Email: __________________________

SECTION 8
SPECIAL TERMS AND CONDITIONS

8.1 Risk of Loss. Vendor shall bear the risk of loss of, or damage to any property, supplies, material, equipment or other items provided by Citizens.

8.2 Legal Status/Regulatory Changes. Vendor shall notify Citizens immediately, in writing, of any regulatory issues, arbitration, or litigation, pending or active against Vendor.

8.3 Exclusivity of certain Adjusting Services. All adjusters performing services in a Citizens facility must exclusively provide services to Citizens.

8.4 Procurement Protest. The Parties acknowledge that award of this Contract is subject to a procurement protest under Citizens’ Plan of Operation. In the event that Citizens receives an appeal to the award of this Contract, Citizens may suspend performance under this Contract upon written notice to Vendor until final resolution of the appeal, to include appeals of resulting rulings. Notwithstanding anything in this Contract to the contrary, the suspension will be effective immediately upon written notice. No fees will accrue during the suspension period.

If an aggrieved party successfully appeals the award of this Contract and notwithstanding any terms in this Contract to the contrary, the Parties agree that Citizens has the right to terminate the Contract for convenience effective immediately. To the extent that Citizens has made payment to Vendor in excess of Actual Costs, Vendor will repay Citizens the difference. In the event Vendor has delivered material prior to the termination, Citizens agrees to immediately return such materials to Vendor.
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SECTION 9  
ADDITIONAL TERMS AND CONDITIONS

9.1 **Modification of Terms.** This Contract may only be modified or amended upon mutual written Contract of Citizens and Vendor. No oral Contracts or representations shall be valid or binding upon Citizens or Vendor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against Citizens. Vendor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Vendor’s order or fiscal forms or other documents forwarded by Vendor for payment. Citizens’ acceptance of product or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.2 **Execution in Counterparts.** This Contract may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

9.3 **Governmental Restrictions.** If Vendor believes that any governmental restrictions have been imposed that require alteration of the material, quality, price, workmanship or performance of the products or Services offered under the Contract, Vendor shall immediately notify Citizens in writing, indicating the specific restriction. Citizens reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to Citizens.

9.4 **Vendor’s Records.** Vendor shall retain Vendor’s Records for the longer of: (A) three (3) years after the expiration of the Contract, or (B) the period required by the General Records Schedules maintained by Citizens’ Record Retention Policy. Citizens follow the GS1-SL state schedule for records retention.

9.5 **Right to Audit Records.** Citizens, and other government entities as required by law such as the State of Florida Auditor General, shall have the right to review and audit any of Vendor’s Records related to this Contract, upon reasonable written notice of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens’ right to audit as set forth in this section. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor’s compliance with this Contract which results in termination for cause or in regulatory or criminal penalties in connection with performance of the Contract. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Vendor shall not be responsible for any costs of investigations that do not result in termination for cause or in regulatory or criminal penalties in connection with performance of the Contract.

9.6 **Public Records.** Vendor acknowledges that Citizens is subject to Chapter 119, Florida Statutes, Public Record Requests (“PRR”), and to section 627.351(6)(j), Florida Statutes; therefore, any information provided to Citizens may fall within the disclosure requirements of Chapter 119, Florida Statutes. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the provisions of section 119.07(1) and section 24(a), Art. I of the State Constitution. Vendor must clearly label and mark each page or section of information provided to Citizens in connection with this Contract that it considers proprietary information or otherwise confidential or exempt from Chapter 119, and s. 24(a), Art. I., State Const. (“Vendor’s Confidential Information”).

A. If Citizens receives a PRR or request from any regulatory or legislative entity regarding Vendor’s Confidential Information it shall promptly notify Vendor in writing, or electronically. The parties agree (to the extent permitted by law) that Citizens shall not produce Vendor’s Confidential Information unless authorized by Vendor, or by order of a Court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor’s Confidential Information, the parties agree that Citizens is authorized to deliver Vendor’s Confidential Information to the Court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor’s Confidential Information is confidential or exempt from disclosure or production pursuant to Chapter 119, Florida Statutes, then Vendor shall be solely
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ADJUSTING SERVICES CONTRACT

responsible for defending its position, or seeking a judicial declaration. Nothing in this Contract shall create an obligation or duty for Citizens to defend or justify Vendor’s position. Vendor also agrees to indemnify and hold harmless Citizens for any award, damages, fines, fees, penalties or impositions of whatsoever nature or kind and all costs and fees, including attorney’s fees, incurred by Citizens in connection with this section.

B. In accordance with Section 119.0701, Florida Statutes, Vendor is a “Contractor” and must:

1. Keep and maintain public records that ordinarily and necessarily would be required by Citizens in order to perform the service subject to the contract.

2. Provide the public with access to public records on the same terms and conditions that Citizens would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to Citizens all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Citizens in a format that is compatible with the information technology systems of Citizens.

If Vendor receives a PRR that is in any way related to this Contract, Vendor agrees to immediately notify Citizens’ Record Custodian and forward the PRR to Citizens’ Record Custodian for logging and processing. Citizens’ Records Custodian’s email address is: Recordsrequest@citizensfla.com. Citizens shall be the party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements.

Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Chapter 119, Florida Statutes.

9.7 Inspection of Vendor’s Site. Citizens reserves the right to inspect Vendor’s site(s) or location(s), at any reasonable time with prior notice, to view Vendor’s equipment, products, plant, facilities, and records, to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

9.8 Convicted Vendor List. Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Vendor shall immediately notify Citizens in writing if its ability to perform is compromised in any manner during the term of the Contract.

9.9 Dispute Resolution. Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedures Act, Chapter 120 of the Florida Statutes. Prior to commencing any litigation relating to the terms of the Contract the parties agree that they will attempt to resolve any dispute through non-binding mediation. The parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Contract, each party shall in good faith attempt to resolve the disagreement and exhaust all applicable administrative remedies prior to the filing of a lawsuit or commencing a legal action.

9.10 Termination without Cause. By thirty (30) days advance written notice, Citizens may terminate the Contract 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 the Contract will be thirty (30) days from the date of the written notice, or as otherwise specified in Citizens’ written notice (the “Termination Date”). After the Termination Date Vendor shall not furnish any new product or services, except as the Parties agree is necessary to complete the continued portion of the Contract. Vendor shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages.
9.11 Termination for Cause. Both parties may terminate the Contract in whole or in part if the other party fails to honor its material obligations. Except as otherwise provided herein, before terminating the Contract, the party that believes the other party is failing to comply with the Contract shall notify the other, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than ten (10) days from receipt of the notice). If the other party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the party claiming failure to perform may thereafter notify the other, in writing, that it considers the other in default and may terminate the Contract, in whole or in part. Vendor shall continue work on any work not terminated.

9.12 Suspension of Work. Citizens may, in its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interests of Citizens to do so. Citizens shall provide Vendor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Vendor shall comply with the notice and shall not accept any work assignments. Within ninety days (90), or any longer period agreed to by Vendor, Citizens shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) validly terminate for Convenience the Contract as specified in the Contract. Suspension of work shall not entitle Vendor to any additional compensation.

9.13 Duties upon Termination. Upon termination or expiration of this Contract for whatever reason, Citizens may, at its discretion, require Vendor:

A. To continue to provide services as specified in this Contract for indications previously assigned to Vendor and;

B. Upon closure of all assigned indications, require Vendor to immediately return to Citizens all files, documentation and information, including all Citizens property or supplies; or

C. Immediately cease providing any Services under this Contract for indications previously assigned to Vendor; and

D. Immediately return to Citizens all files, documentation and information, including all Citizens property and supplies.

In any event, upon completion of vendor’s services, vendor shall destroy all of Citizens’ Confidential Information as defined in this Contract.

Immediately upon termination of the Contract or removal from services, the Vendor and Vendor staff will not access or attempt to access any of Citizens systems. Vendor shall have an obligation to discharge its duties upon termination, regardless of the reason for the termination of this Contract.

9.14 Security and Confidentiality. Vendor agrees and acknowledges that certain information disclosed by Citizens to Vendor in the course of this Contract is confidential and exempt from Florida Public Record laws contained in Chapter 119, Florida Statutes, and may contain other sensitive or proprietary information. Both parties further agree that this information, together with any data and documentation, including all nonpublic personal information such as to be subject to the provisions of Section 627.351(6), Fla. Stat., and 15 U.S.C. §§6801 et seq., and further including, without limitation, all information, data, and documentation related to manuals, lists, policyholder information, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, and business, governmental, and regulatory matters of Citizens are confidential (“Citizens’ Confidential Information”). Vendor shall not disclose or use Citizens’ Confidential Information, other than to carry out the purposes for which Citizens disclosed the information to Vendor. Vendor agrees to exercise a high level of care sufficient to protect Citizens’ Confidential Information documents, files, system programs, or data in any form from unauthorized disclosure. The sale, disclosure, duplication, or unauthorized use of this information is grounds for immediate termination of the Contract as a Material Breach. This provision shall not apply to documentation, information or material that: (1) is publicly available through no fault of Vendor; or (2) Vendor developed independently without relying in any way on Citizens’ Confidential
Information. This section shall survive the termination or expiration of the Contract, regardless of the reason for termination or expiration. To insure confidentiality, Vendor shall take appropriate steps as to its personnel, agents, and subcontracts. The warranties of this provision shall survive the Contract.

The Vendor acknowledges and agrees that Citizens will suffer irreparable harm and that monetary damages will not be adequate to compensate Citizens, in the event that the Vendor fails to comply with the terms of the Contract and specifically the provisions of this section. Accordingly, in addition to any other remedies available to it at law or in equity, Citizens shall be entitled to injunctive relief to enforce the provisions of this section and the Contract.

As a service provider to Citizens, Vendor agrees to implement and maintain appropriate safeguards to: (1) ensure the security and confidentiality of customer information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this section, it will immediately inform Citizens of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Contract at any time after the inability becomes known to Citizens.

9.15 Encryption of Mobile Devices. Vendor shall prohibit the removal of portable computing and storage devices such as laptops, Blackberries, diskettes, cell phones, USB flash drives, CDs, and portable disk drives (collectively referred to as "Mobile Devices") that contain Citizens Confidential Information from Vendor's secure offices unless this Confidential Information is encrypted using a strong cryptographic protocol that is consistent with industry standards. In addition, files containing Citizens Confidential Information are not to be remotely downloaded on Mobile Devices or on publicly accessible systems such as Internet kiosks.

9.16 Data Export Restrictions. Vendor is prohibited from (i) performing any services under this Contract outside of the United States, or (ii) sending, transmitting, or accessing any Citizens' Confidential Data outside of the United States.

9.17 Injunctive Relief. Vendor acknowledges that Citizens may suffer irreparable harm in the event that Vendor fails to comply with the terms of this Contract and specifically the provisions of Article 8. Monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to it at law or in equity, Citizens shall be entitled to injunctive relief to enforce the terms of this Contract.

9.18 Internet and e-Mail Policy. Vendor must have an acceptable Internet and email usage policy that applies to its staff and independent contractors, whether utilizing Vendor's network or Citizens' network.

9.19 Section 287.057 Applicable Except as Provided in Chapter 627. Vendor agrees that Citizens is subject to 287.057, Florida Statutes, for the purchase of commodities and contractual services except as otherwise provided in paragraph 627.351(6)(e), Florida Statutes.

9.20 Unauthorized Disclosure. Citizens Confidential Information constitutes valuable trade secrets and proprietary information of Citizens, as well as the personal financial information of Citizens' policyholders. The sale, disclosure, or unauthorized use of any of the Confidential Information by the Vendor or any third party who receives the Confidential Information from the Vendor, will constitute a material breach of this Contract and may be grounds for immediate termination of this Contract by Citizens. Pursuant to section 817.5681, Florida Statutes, if Vendor maintains computerized data that includes personal information on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than 10 days following the determination, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.
9.21 Disclosure to Others. Vendor acknowledges and agrees that any Citizens’ Confidential Information disclosed to, or acquired by it, is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services to be rendered by the Vendor for and on behalf of Citizens. Vendor shall restrict access to this Citizens’ Confidential Information to those individuals who will actually be performing services under this Contract. Vendor shall require any such person so designated to sign a confidentiality Contract stating that the individual will protect the confidential information in the manner required by this Contract. Vendor shall be solely responsible for informing any individual with access to Citizens’ Confidential Information, including, but not limited to, its officers, directors, agents, employees and independent contractors, of the provisions of this Section and shall be responsible for any acts of those individuals and entities that violate such provisions. Vendor will notify Citizens as soon as possible of any misuse or misappropriation of Citizens’ Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly.

9.22 Maintenance of Citizens’ Confidential Information. During the Term of this Contract, and after its termination for any reason, Citizens shall have the right to request in writing and receive either the immediate return or the immediate destruction from the Vendor of any tangible records, documents, e-mails, computer files, CDs, disks, hard drives, and any other tangible item that contains, represents, or otherwise includes any of Citizens’ Confidential Information. In addition, Citizens shall have the right, during the term of this Contract and after its termination, to request that the Vendor permanently delete and destroy any Citizens’ Confidential Information contained in any computers, hard drives, servers or other data storage systems of the Vendor.

9.23 Liability of Vendor. Vendor will be solely responsible for and will assume liability for damages caused by the acts, errors or omissions of the Vendor’s Staff. Nothing in this Contract shall be deemed to waive Citizens’ immunity as set forth in Section 627.351(6), Florida Statutes, and elsewhere in the law.

9.24 Indemnification. Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors, and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, employees, partners, or subcontractors, provided, however, that Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Citizens.

Further, Vendor shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, Trade Secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Citizens’ misuse or modification of Vendor’s products or Citizens’ operation or use of Vendor’s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Vendor’s opinion, is likely to become the subject of such a suit, Vendor may at its sole expense procure for Citizens the right to continue using the product or to modify it to become non-infringing. If Vendor is not reasonably able to modify or otherwise secure Citizens the right to continue using the product, Vendor shall remove the product and refund Citizens the amounts paid in excess of a reasonable rental for past use. Citizens shall not be liable for any royalties.

Vendor’s obligations under the preceding two paragraphs of this section with respect to any legal action are contingent upon Citizens giving Vendor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Vendor’s sole expense, and (3) assistance in defending the action at Vendor’s sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by Citizens in any legal action without Vendor’s prior written consent, which shall not be unreasonably withheld.
9.25 **Severability.** If a court deems any provision of the Contract 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.

9.26 **Compliance with Laws.** Vendor will comply with all applicable laws, ordinances, rules, and regulations governing Vendor’s duties or responsibilities under this Contract. Vendor is responsible for assuring that all persons who perform Services for Vendor under this Contract are properly licensed and that such individuals comply with all applicable laws governing their conduct.

9.27 **Jurisdiction and Venue.** This Contract 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 State courts sitting in Tallahassee, Leon County, Florida, for all purposes under this Contract, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The parties also agree to waive any right to jury trial.

9.28 **Headings.** The sections and headings herein contained are for the purposes of identification only, and shall not be considered in construing this Contract.

9.29 **Names and Logos.** Without the prior written consent of Citizens, Vendor (including Vendor’s authorized subcontractors, agents or assignees) shall not publish or use Citizens’ name, logo, or symbols from which Citizens’ name may be reasonably inferred or implied. This includes but is not limited to using Citizens’ name, logo or symbol in any research, solicitations, advertisements, promotions, or any other publicity matter relating directly or indirectly to this Contract. Additionally, without the prior written consent of Citizens, Vendor shall not disclose the existence of this Contract, and shall not use this Contract for marketing or business reference purposes.

9.30 **Waiver.** The delay or failure by a party to exercise or enforce any of its rights under this Contract 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.

9.31 **Entire Contract.** This Contract and any and all attachments, schedules and enclosures attached hereto, each of which is incorporated into this Contract by this reference, constitute and embody the entire Contract and understanding of the parties with respect to the subject matter hereof, supersede any prior or contemporaneous Contracts or understandings with respect to the subject matter hereof.

9.32 **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

9.33 **Warranty of Ability to Perform.** Each party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the party’s ability to satisfy its Contract obligations.

9.34 **Successors and Assigns.** This Contract shall inure to the benefits of, and be binding upon, the successors and assigns of the parties hereto, but only as permitted under this Contract.

9.35 **Force Majeure.** Because of the nature of Citizens business, Citizens requires that certain services be performed during or immediately after catastrophic events, which might otherwise be considered forces majeure. Therefore, force majeure will not constitute an excuse for non-performance by Vendor as this contract is considered and designated as an essential contract to Citizens’ operations.
9.36 Safeguarding of Citizens Materials and Property. Vendor shall establish and maintain reasonable safeguards against the destruction, loss, alteration or unauthorized use of Citizens property in the possession or control of Vendor and that in any event are no less rigorous than those used by Vendor to safeguard its own materials and property. Citizens shall have the right to establish backup security for data and to keep backup data and data files in its possession if it chooses. Without limiting the generality of the foregoing, Vendor personnel shall not attempt to access, or allow access to, any Citizens property, information, data, files or programs to which they are not entitled under this Contract. If such access is attained, Vendor shall immediately report such incident to Citizens, describe in detail any accessed materials and return to Citizens any copied or removed materials.

9.37 Ownership of Technology. All references to Technology, systems, processes, software or other materials and intellectual property rights OR created, developed or conceived by Vendor in connection with the Program shall be and remain the exclusive property of Citizens. Additionally, the Citizens will own all right, title and interest in and to all intellectual property rights associated with any derivative works developed by the Citizens or by any third party engaged by the Citizens for such development.

9.38 Assignment by Citizens. Citizens reserves the right to assign this Contract to a successor to all or substantially all of Citizens’ business pertaining to the subject of this Contract, provided that (1) the successor agrees to be bound by the terms of this Contract, (2) Citizens immediately ceases all further use of the Software and exercise of the license granted hereunder in the event of such an assignment, and (3) the successor's business is operated as a continuation of Citizens’ business under circumstances in which the Software is devoted to the same purposes and functions.

9.39 Assignment by Vendor. Vendor shall not delegate any duties nor assign any rights or claims under this Contract. Any assignment or delegation made without Citizens’ consent shall be null and void.
IN WITNESS WHEREOF, this Contract has been duly executed by authorized representatives of the Parties hereto.

CITIZENS PROPERTY INSURANCE CORPORATION

________________________________________  ______________________________________
SIGNATURE                                                SIGNATURE

________________________________________  ______________________________________
TYPED NAME                                                TYPED NAME

________________________________________  ______________________________________
TITLE                                                    TITLE

________________________________________  ______________________________________
DATE SIGNED                                              DATE SIGNED

VENDOR FEDERAL EMPLOYER

________________________________________
SIGNATURE

________________________________________
TYPED NAME

________________________________________
TITLE

________________________________________
DATE SIGNED
1. **Adjusting Services.** Vendor and Vendor Staff shall be capable of providing Adjusting Services for non-catastrophic and catastrophic, residential properties for the entire state of Florida. Vendor and Vendor Staff must be able to meet the minimum requirements and any other additional requirements in accordance with the contract as provided below.

   A. Provide Adjusting Services for the entire state of Florida.

   B. Commit and provide the specified number of resources as documented on Attachment L (Committed Adjuster Resources) to Citizens.

   C. Ensure that all Adjusters are properly licensed and able to perform adjusting services in the State of Florida.

   D. Manage all Adjusting Services and applicable Adjusters to include coordination of specific activities to complete the work assignments, estimating processes, internal oversight, management, training, quality assurance, and monitoring.

   E. Ensure all Adjusters possess the required equipment to perform the adjusting services in the field and office settings. Adjusters’ equipment will include, but not be limited to transportation, computer, software, printer, ladder, (capable of accessing two story roofs), digital camera and recording device, software to submit digital recordings to Citizens, mobile phone, air card and ability to access the internet;

   F. Ensure Adjusters have Citizens’ current software and any applicable license, profile information and correct estimating software pricelist(s);

   G. If determined by Vendor or at Citizens request, remove any Vendor Staff promptly for any reason from Citizens property and completing adjusting services. At Citizens discretion, upon removal, the Vendor will replace the staff within 72 hours;

   H. When requested by Citizens, provide after hours, weekend and holiday adjusting service coverage.

   I. Vendor is prohibited from recruiting other Vendors Adjusters while that adjuster is performing work on an active work assignment for Citizens.

   J. At the expense of the Vendor, utilize Citizens approved estimating software as required by Citizens for all adjusting services. Vendor agrees that at Citizens’ discretion, Citizens may require Vendor to receive electronic assignments and upload final estimates electronically and that this will be at the sole cost to the Vendor. Any exception to this must be approved by Citizens in writing.

   K. Provide other adjusting services as needed to complete the adjusting process.

   L. Utilize a quality assurance process to ensure all services and service level requirements are being met and to monitor quality of services being delivered to Citizens. Vendor will ensure they have dedicated Quality Assurance resources during the term of the contract.

   M. Ensure Vendor staff is trained according to contract terms in order to provide the necessary adjusting services.

2. **Task Adjusting Services.** The Vendor and or Vendor Staff shall be required to ensure all the following services and service requirements are met during the term of this Contract:

   A. **Assignment of Work.** All work assignments shall be assigned to a Vendor according to Citizens Best Claims Practices and Guidelines. Work assignments will be electronically distributed to the Vendor through the applicable Citizens System. Upon receipt of work assignment notification, the Vendor will dispatch the work assignment to a qualified and approved adjuster in such a manner that the adjuster can comply with the requirements of the work assignment.

      i. Vendor and its adjusters shall respond and complete any additional work or make corrections that are required after the assignment has been returned to Citizens;
ii. At Citizens discretion, other alternative methods for notification of a work assignment may be initiated.

iii. Due to legislative, regulatory, insurance policy changes, or other reasonable cause, Citizens may provide additional guidelines and changes, or occasionally modify other requirements or duties of a work assignment, for the performance of the Adjusting Services upon written notice to the Vendor.

B. Communication. Coordinate communication activities between Policyholder and their representatives (to include, but not limited to, Association Presidents, Board Members, Property Owner, Owners Agent, Public Adjuster and or other representatives of Property Owner or policyholder and Citizens Claims staff and management) according to Citizens Best Claims Practices and Guidelines.

C. Status Reporting. Provide routine activity updates into the applicable Citizens System(s), to log, track, diary, and compile all file documentation. All Vendor staff must have a Citizens approved login and password to submit information into the applicable Citizens Systems. Upon request, Vendor shall provide to Citizens electronic copies of any and all file documentation and information, in an approved format.

D. Additional Adjusting Requirements.

i. Upon Citizens notification and written approval coordinate any needed experts (e.g. engineering firms, appraisers, and other) to support the adjusting process. All expert services will be overseen by Citizens;

ii. Define and establish a work or action plan for each claim unless otherwise noted. The work plan or action plan may include an adjustment strategy including adjusting resources, or expert resources and a routine communication plan with policyholder and policyholder representatives, Citizens experts, Internal and / or External Legal counsel and Citizens’ Adjusters, when utilized, on file.

iii. At Citizens discretion, as part of any Work Assignment, Citizens may request Adjuster to participate in an insurance to value (ITV) and or replacement cost estimating (RCE) analysis

iv. Upon Citizens request, conduct appraisal services which may include analytical, investigative, and evaluation abilities, and handle disputed claims.

E. Managed Claims Model Adjusting Services – in addition to adjusting services above, Vendor and Vendor staff shall be required to perform Managed Claims Model (MCM) Adjusting Services. MCM encompasses the adjustment, management, oversight and conclusion handling of a claim. MCM service responsibilities also include, but are not limited to:

i. ensure full compliance with the work assignment when those sections are applicable under the Managed Claims Model (MCM) definition;

ii. Complete a full investigation of the claim facts, cause and origin;

iii. Complete the evaluation of damages to include scoping, estimating and pricing

iv. Responsible for communicating to the policyholder and / or their representatives, verbally and in writing for all negotiation of claims settlement, as overseen and with Citizens authority granted;

v. Appropriately submit the request for payment processing, to include applicable settlement documents, loss adjustment expense documentation and correspondence;

vi. Respond and complete any additional work and make any corrections that are required after being submitted for payment processing to Citizens;
vii. Respond and complete any other required work including but not limited to subrogation, salvage, assistance in preparation of files for suit, trial which may include coordination with legal defense counsel if requested by Citizens;

viii. Be responsible for the communication of appropriate reserve needs throughout the life of each individual claim assigned to the adjuster;

ix. Provide supervision of loss adjustment process;

x. Adhere to high standards of professional conduct;

xi. Vendor and its adjusters shall have no authority to issue a coverage based denial of a claim, without prior approval of Citizens; and

xii. Comply with all sections of the Work Assignment.

F. Disputed Claims Services (LDCU) – in addition to the services above, Vendor and Vendor staff may be required to perform Adjusting Services with respect to liability, litigation (first or third party), appraisals, mediations and other disputed claims for catastrophe and non-catastrophe and other property and casualty claims of Citizens under the direction of Citizens Claims Management team. LDCU service responsibilities also include, but are not limited to

i. The direct file handling, ownership, management and adjustment of one or more Disputed Claims arising out of any of the various Citizens insurance policies.

a) A file includes but is not limited to

1. pre-suit or statutory mediation,

2. appraisal under the insurance policy language,

3. a lawsuit over an issue or issues arising from the claim, including when Citizens has initiated a lawsuit against its insured over an issue or issues arising out of a claim or a lawsuit filed against a Citizens insured by a third party.

ii. Provide Disputed Claims handling services to Citizens as a Mediation Specialist, an Appraisal Specialist or as a Litigation Specialist, or in any combination of the former as determined appropriate or necessary by Citizens.

iii. Required to provide services from a location determined by Citizens.

iv. Possess the necessary experience, knowledge, training, skill and other traits necessary to manage first and third party matters of varying complexities.

3. Service Performance Measures and Standards. As communicated by Citizens or as issued in Citizens Best Claims Practices and Guidelines Vendor and Vendor Adjusters shall perform at the following minimum acceptable standards with regard to daily adjusting services which will be measured through the applicable Citizens System:

A. Make first contact with policyholder within 24 hours of initial assignment;

B. Schedule initial site inspection within 48 hours of initial contact with policyholder;

C. Update the applicable Citizens System(s) with routine status reports, diary notes, and upload file documentation as directed by Citizens or, at a minimum, on a weekly basis and as otherwise determined;

D. Provided recommended reserves within 36 hours of initial inspection and on-going as determined necessary;

E. Follow up to phone calls, correspondence and requests as necessary;

F. Submit final accurate invoice for Services with submission of closing file document; and
ATTACHMENT A
RFP 13-0014, ADJUSTING SERVICES
SCOPE OF SERVICES

E. Any other necessary or required adjusting services as outlined in Citizens Best Claims Practices
and Guidelines.

4. Catastrophe Service Adjusting Requirements: In the event of a Citizens named CAT or emergency
event, the Vendor and Vendor Staff shall complete adjusting services. Citizens will notify the Vendor
of required services through an electronic notification process within the applicable Citizens System
or other manner as stipulated by Citizens. Upon notification of deployment the Vendor and Vendor
Staff shall:

A. Have a CAT office that is located within a 25-50 mile radius of the Citizens designated CAT site
within seventy-two (72) hours. The Vendor CAT office shall be fully functioning within one
calendar week (7 days) unless otherwise stated by Citizens;
B. Reply to communications regarding deployment within one (1) hour of receipt of the deployment
notification (electronically or via other method of communication)
C. Provide (electronically or via method utilized by Citizens) a list of the names of qualified and
approved Adjusters that will be deployed to Citizens designated CAT site within eight (8) hours
of notification;
D. Ensure all deployable qualified and approved adjusters will arrive at Citizens designated CAT site
within 72 hours of receipt of the deployment notification. For the duration of the contract, 100% of
all qualified and approved adjusters shall be deployable and available to Citizens in the event of a
designated CAT event.
E. Require all Adjusters assigned to Citizens to provide adjusting services exclusively for Citizens
while working Citizens claims unless otherwise approved by Citizens;
F. Assign a Catastrophe Claims Service Manager when there are twenty (20) or more adjusters
deployed to a single Citizens designated CAT site. The Catastrophe Claims Service Manager
shall be for quality assurance and oversight of the CAT site and shall be at the expense of the
Vendor. A CAT Claims Service Manager shall be deployed only at Citizens request or upon
notification in the deployment notice. If not deployed to the catastrophe site, the Catastrophe
Claims Service Manager must be available, full-time and must be located in the state of Florida
(not to exceed 25-50 miles from the designated CAT site) and shall support a site for any length of
time as determined by Citizens. The Catastrophe Claim Service Manager shall also serve as the
single point of contact for Citizens’ management.
G. Any other necessary or required Adjusting Services as outlined in the Best Claims Practices and
Guidelines.

5. Deployment of Vendor Staff for Citizens CAT Event. Upon notification of a deployment request, the
Vendor shall ensure for the duration of deployment all deployed Vendor Staff where applicable can
meet the minimum requirements as outlined in the Best Claims Practices and Guidelines and below:
A. Work seven (7) days per week, twelve (12) hours per day, or as directed by Citizens, including
after hours and holiday coverage;
B. Within twenty-four (24) hours of receipt of Work Assignment acknowledge receipt of assignment
in the applicable Citizens System.
C. Within twenty-four (24) hours of being assigned a Work Assignment, contact Citizens’
policyholders and schedule an inspection of the policyholders property
D. Maintain contact with Citizens’ policyholders and/or representatives as necessary to not delay, cancel, or reschedule appointments. On all assigned work assignments, schedule adequate time to inspect risks, explain Citizens’ claims process and answer any policyholder questions;

E. Inspect damage within forty-eight (48) hours of initial contact with policyholder, unless dictated by extenuating circumstances, such as scheduling conflicts with the insured or their representative;

F. Ensure all phone calls, voicemail and/or emails are returned within eight (8) business hours.

G. Once the assigned investigation is complete, the report and supporting claims settlement documentation will be documented in the applicable Citizens System within seventy-two (72) hours; Citizens

H. As directed by Citizens, promptly forward demands for appraisal, mediation, consumer complaints, and notices of litigation;

I. At least daily, proactively update the applicable Citizens System and document file of all progress or actions;

J. If determined by Vendor or at Citizens request, shall immediately dismiss any Vendor staff for failure to meet any of the specified requirements of this section. At Citizens discretion, the Vendor will replace the adjuster within 72 hours;

K. While deployed and on Citizens designated CAT site, not use impairing drugs, chemicals or alcohol while at any Citizens’ site or at Citizens’ policyholders’ property;

L. While deployed and on Citizens designated CAT site, not possess any type of weapon while at any Citizens site or Citizens policyholders’ property;

6. Vendor Staff duties do not include:

A. Hiring counsel to conduct Examinations Under Oath (EUO) without notice or approval by Citizens;

B. Responding directly to demands for appraisal, a rejection of same, or failing to forward the demand for appraisal to Citizens;

C. Sending out denial letters directly to the insured without approval or consultation with Citizens; and

D. Hiring outside experts or Vendors or making assignments to an expert or Vendor without notice to and written approval by Citizens.

7. Minimum Adjuster Qualifications and Skill Set Requirements: Qualifications and Requirements for each position are the minimum although all skills may not be utilized for each work assignment issued to the Vendor.

A. **Associate Adjuster.** This shall include, but is not limited to, the titles of Field Adjuster, Desk Adjuster or File Reviewer. These positions shall possess the necessary skills and traits for managing Personal/Commercial Lines damage. Adjusters must be capable at a minimum of handling the responsibilities detailed below and possess the minimum qualifications:

   i. Have at a minimum of six (6) months but less than two years of catastrophe/property loss adjusting experience in a desk or field environment.

   ii. Current Adjusting License in the State of Florida as defined by the Department of Financial services.

   iii. Knowledge of classes of business, types of risk, including residential and non-residential policies and multi-perils.

   iv. Knowledge of Florida property claim law and jurisdictional issues including but not limited to application of local building codes
v. Strong written and oral communication skills and the ability to communicate throughout the life of a claim

vi. Ability to scope, write and interpret property loss estimates as well as reconcile these estimates with Public Adjusters, attorneys, contractors, experts, etc.

vii. Ability to investigate losses and determine the proper cause of loss

viii. Ability to research, analyze and interpret policy language and determine applicable coverage

ix. Capture and annotate photos of the loss, as well as diagrams and upload to Citizens claims platform

x. Update the applicable Citizens System to include documentation of all claim activities

xi. Maintain file quality standards as outlined by Citizens

xii. Ability to climb roofs and enter crawl spaces to adjust claims

xiii. Ability to negotiate and settle claims

xiv. Work with other business units at Citizens in accordance with subrogation, salvage and the Special Investigation Unit processes

xv. Properly establish and submit Vendor invoicing to Citizens in a timely manner

B. Adjuster (Adjuster I): Should also possess the following skills in addition to a Base Adjuster qualifications necessary to support the role

i. Minimum of two (2) years catastrophe/property loss adjusting experience in a desk/field environment;

ii. Experience in managing diverse teams of experts, consultants

iii. Strong caseload management skills

iv. IICRC and NFIP certifications are strongly preferred

v. Additional information concerning deployed Adjusters skill levels must be provided upon request

C. Adjuster Team Lead (Team Lead I): Should also possess the following skills in addition to an Adjuster, shall be a senior level adjuster possessing the necessary skills for managing losses of moderate to extreme damage and multi-peril experience, although all skills may not be utilized for each assignment:

i. Minimum of four (4) consecutive years catastrophe/property loss adjusting experience and a minimum of two (2) years of claims management experience

ii. Report to assigned Citizens’ management

iii. Supervise/Manage a team of adjusters with a span of control with a range in span of control targeted at 1:8 up to 1:20 as single point of contact

iv. Oversee adjuster’s quality and customer service

v. Manage adjuster file quality standards as outlined by Citizens

vi. Complete file audits for compliance with Citizens’ policies and procedures, including accuracy of Vendor fee invoices before submitting to Citizens

vii. Comprehensive knowledge of property claims practices and legal terminology

viii. Facilitate all necessary communication with adjusters

ix. Communicate performance and claim related information to adjusters

x. Train, mentor and guide less experienced adjusters as directed by Citizens management
xi. Attend Citizens meetings/inspections as directed by Citizens and/or its management at the Vendor's expense as often as Citizens requires with reasonable advance notice

xii. Manage all resources provided by the Vendor to ensure compliance with Citizens Procedures, Best Claims Practices and Guidelines

xiii. Review, analyze and develop action plans based on Quality Assurance data and Citizens Management direction

xiv. Ability to manage complex structural losses

xv. Comprehensive knowledge of estimating programs for evaluating and determining scope and repair costs

xvi. Be a Citizens only exclusive committed resource

D. **Personal Lines Large Loss Adjuster (Senior Adjuster)** - Should also possess the following skills in addition to an Adjuster qualifications necessary to support the role

i. Skills and traits for managing heavy commercial lines property damage including 4 plus story buildings;

ii. Minimum of five (5) years property loss adjusting experience in a field environment;

iii. Experience in handling property losses in a field environment routinely in excess of $250,000 and capable and proficient in preparing accurate scope of damage and dollar estimates for these losses;

iv. Minimum of three (3) years contracting experience including a wide range of experience across classes of business, types of risk, including condominium associations, apartments or other exposures;

v. Knowledge of Florida property claim law and jurisdictional issues including but not limited to application of local building codes and condominium statutes;

vi. Familiar with surge claims

vii. Expertise in managing diverse teams of experts, and consultants;

viii. Strong caseload management skills

ix. Have background in Time and Materials estimating, including but not limited to Xactnet, Sketch, and multiple estimate consolidation;

x. Be able to scope and write construction estimates;

xi. Be able to travel throughout the State of Florida for an extended period of time

E. **Complaints Adjuster (Adjuster II)** - Should also possess the following skills in addition to the Adjuster qualifications necessary to support the role:

i. A minimum of three (3) years property loss adjusting experience handling residential and commercial multi peril claims in a field environment.

ii. Experience handling disputed claims

iii. Experience performing file reviews of open/closed files in accordance with Best Claims Practices and Guidelines and policies with reference to complaints and inquiries.

iv. Work with other business units at Citizens to facilitate the resolution of all types of written claim related complaints and inquiries.

v. Review and assist in preparation of responses to Civil Remedy notices

vi. Perform No Policy in Force and No Coverage in Force workflows.

vii. Superior oral and written communication skills and organizational skills.
F. **Complaints Team Lead (Team Lead II)** - Should also possess the following skills in addition to the Complaints adjuster qualifications necessary to support the role:
   i. A minimum of five (5) years of property loss adjusting experience in a field environment.
   ii. Minimum two (2) years claims management experience.
   iii. Report to assigned Citizens management.
   iv. Supervise/Manage a team of adjusters with a span of control targeted at 1:8 up to 1:20 as single point of contact
   v. Manage Complaint Adjuster productivity and performance quality as determined by Citizens.
   vi. Facilitate all communication with Complaint Adjusters.
   vii. Assist with reporting as determined by Citizens.

G. **Recovery Adjuster (Adjuster II)** - Must also possess the following skills in addition to an Adjuster:
   i. A minimum of three (3) years of property loss adjusting experience in a field environment
   ii. A minimum of one (1) year of documented consecutive property subrogation or property liability experience
   iii. Strong estimating and investigative skills
   iv. Partner with front line investigation to determine liability and recovery potential
   v. Partner with front line to preserve and manage evidence
   vi. Coordinate with salvage vendors and direct the handling and disposition of salvage recoveries
   vii. Partner with front line on salvage disposal of insured buyback of salvage.
   viii. Conduct subrogation related investigations including but limited to recall information, successor corporations, official records, collectability
   ix. Possess litigation experience necessary for managing complex losses with strong working knowledge of applicable Florida law
   x. Ability to obtain a quality recorded statement if necessary
   xi. Strong caseload management skills

H. **Recovery Team Lead (Team Lead II)** - Should also possess the following skills in addition to the Recovery adjuster qualifications necessary to support the role:
   1. A minimum of five (5) years of property loss adjusting experience
   2. A minimum of three (3) years of documented subrogation experience
   ii. Supervise/Manage a team of adjusters with a span of control targeted at 1:8 up to 1:20 as single point of contact
   iii. Experience in performing quality assurance/control reviews of open/closed files in the field or desk environment and determine an accurate work product
   iv. Complete file audits for compliance with Citizens’ policies and procedures
   v. Review, analyze and develop action plans based on Quality Assurance data and Citizens Management direction
   vi. Prior catastrophe experience and the ability to work in a fast paced environment is highly desirable
vii. Industry designations such as NASP - CSRP certification is preferred

I. Sinkhole Adjuster (Adjuster II - Desk; Senior Adjuster - Field). Should also possess the following skills in addition to the Adjuster qualifications necessary to support the role
   i. A minimum of three (3) years of multi-peril property loss adjusting experience in addition to superior estimating skills
   ii. A background in construction of residential and commercial buildings
   iii. Ability to obtain a quality recorded statement if necessary
   iv. Proficiency in handling subrogation and recovery claim files
   v. Expertise in managing diverse teams of experts, consultants and adjusters
   vi. Disputed claims experience and familiarity with Florida Statutory language is highly preferred
   vii. Prior sinkhole experience is preferred
   viii. Experience handling large/complex residential and commercial claims
   ix. Strong caseload management skills

J. Sinkhole Team Lead (Team Lead II) - Should also possess the following skills in addition to the Sinkhole adjuster qualifications necessary to support the role
   i. A minimum of five (5) years of multi-peril property loss adjusting experience
   ii. Supervise/Manage a team of adjusters with a span of control with a span of control targeted at 1:8 and up to 1:20 as single point of contact
   iii. Expertise in managing diverse teams of experts, consultants and adjusters and interpreting reports produced by experts
   iv. Experience in performing quality assurance/control reviews of open/closed files in the field or desk environment and determine an accurate work product
   v. Complete file audits for compliance with Citizens’ policies and procedures, including accuracy of Vendor fee invoices before submitting to Citizens
   vi. Review, analyze and develop action plans based on Quality Assurance data and Citizens Management direction capture and annotate photos of the loss, as well as diagrams and upload to Citizens claims platform
   vii. Manage adjuster file quality standards as outlined by Citizens
   viii. Must have previous Management experience to be considered
   ix. Attend Citizens meetings/inspections as directed by Citizens and/or its management at the Vendor’s expense as often as Citizens requires
   x. Manage all resources provided by the Vendor to ensure compliance with Citizens Procedures, Best Claims Practices and Guidelines

K. Disputed Claims Unit (LDCU) Adjuster (Adjuster II) – Should also possess the following skills in addition to the Adjuster qualifications necessary to support the role. A LDCU Adjuster will perform adjusting services with respect to litigation, appraisals, mediations and other disputed claims for catastrophe and non-catastrophe and other property and casualty claims of Citizens under the direction of Citizens Claims Management team.
   i. A Disputed Claims Adjuster must meet one of the three following minimum experience requirements:
      a) A Disputed Claims Adjuster is properly licensed as an adjuster in the State of Florida and has adjusting experience of four years. –OR–
b) A Disputed Claims Adjuster has received a Juris Doctor from an institution that is accredited by the American Bar Association, and is properly licensed as an adjuster in the State of Florida, and also has either

1. a minimum adjusting experience of one year,
2. a minimum of 40 cumulative hours of training in programs that are
   a. approved by the Department of Financial Services as qualifying for continuing education for property and casualty insurance adjusters as required by Section 626.869, Fla. Stat, or
   b. approved by Citizens as qualifying towards Disputed Claims Adjuster training.
   c. the designation of Chartered Property Casualty Underwriter by the American Institute for Chartered Property and Casualty Underwriters –OR–

   c) A Disputed Claims Adjuster is an attorney at law duly licensed to practice law in the courts of the State of Florida, and is in good standing with The Florida Bar, and is exempt from adjuster licensure pursuant to 626.860, Fla. Stat., and also has either

1. a minimum adjusting experience of six months,
2. a minimum insurance claims litigation experience of six months,
3. a minimum of 40 cumulative hours of training in programs that are
   a. approved by the Department of Financial Services as qualifying for continuing education for property and casualty insurance adjusters as required by Section 626.869, Fla. Stat, or
   b. Approved by Citizens as qualifying towards Disputed Claims Adjuster training.
4. the designation of Chartered Property Casualty Underwriter by the American Institute for Chartered Property and Casualty Underwriters

ii. Disputed Claims Adjusters must be knowledgeable of and capable of handling the responsibilities detailed below:

   a) Exceptional written communication and organizational skills in order to respond to defense counsel inquiries
   b) Effectively interact with external business partners and exercise independent judgment
   c) Review and interpret legal pleadings, Interpret legal opinions, expert reports and case law as necessary
   d) Communicate verbally and in writing Prepare settlement evaluations and negotiation settlements
   e) Strong caseload management skills
   f) Comprehensive knowledge of property claims practices, estimating platforms and legal terminology
   g) Prepare reports and monitor activities of experts
   h) Proactively direct and monitor discovery process
   i) Continuously evaluate file for settlement opportunity or court adjudicated file resolution
   j) Institute and manage the Property Appraisal process in litigated files
   k) Represent Citizens in neutral evaluations, mediations appraisal, depositions or court testimony, as needed
   l) Other Skills that may be required:
1. A minimum of two (2) years property adjusting experience and two (2) years experience handling personal and commercial lines cases involving serious injury or death

2. Conduct comprehensive claims investigations involving complex issues regarding coverage, liability and damages with strong working knowledge of applicable Florida negligence laws

3. Evaluate claims and address policy coverage issues

4. Calculate, negotiate and issue settlement payments with claimants and attorneys accurately and within specified time frames

5. Review and interpret medical reports

6. Comprehensive knowledge of liability claims practices, legal and medical terminology

L. **Disputed Claims Unit (LDCU) Team Lead (Team Lead III)** - Should also possess the following skills in addition to the LDCU adjuster qualifications necessary to support the role.
   i. Expertise in managing diverse teams of experts, consultants and adjusters
   ii. Experience in performing quality assurance/control reviews of open/closed files in the field or desk environment and determine an accurate work product
   iii. Supervise/Manage a team of adjusters with a span of control with a span of control targeted at 1:8 and up to 1:20 as single point of contact
   iv. Complete file audits for compliance with Citizens’ policies and procedures, including accuracy of Vendor fee invoices before submitting to Citizens
   v. Develop litigation strategy and settlement solutions for claims
   vi. Research, analyze and interpret policy language and FL state law as it applies to submitted claims
   vii. Recognize property claims litigation and develop appropriate strategy and settlement solutions
   viii. Attend mediation, trial and other legal proceedings for claims, as required
   ix. May handle complex claims in litigation, to include Commercial claims
   x. Ability to effectively present and articulate complex claims to Citizens management for reserve and settlement authority
   xi. Demonstrate working knowledge of subrogation, salvage and Special Investigative Unit (SIU) processes

M. **Quality Assurance File Auditor I, Quality Assurance Re-inspector I**
   i. A minimum of five (5) years of multi-peril property loss adjusting experience; a minimum of with three (3) of the five years must include field adjusting
   ii. A minimum of two (2) years of quality assurance audit and / or field re-inspection experience
   iii. Audits/re-inspects open and closed claim files of other adjusters based on Citizens’ Best Claims Practices and Guidelines
   iv. Schedules appointments for re-inspections as necessary
   v. Review and reconcile claim estimates
   vi. Document trends and training issues as needed and communicates action plans as appropriate for adjusters with deficiencies
vii. Assist in resolving customer complaints as necessary

viii. Comprehensive knowledge of estimating programs for evaluating and determining scope and repair costs

ix. Wide range of experience across classes of business, types of risk, including residential and non-residential condominium associations, apartments or other commercial exposures; sinkhole claims

x. Must complete file audits and re-inspections daily as dictated by Citizens and documents all audit findings in comments and required reports; and review and communicate audit findings with Citizens QA team and QA management as needed

xi. Must maintain an acceptable calibrated score with QA requirements as dictated by Citizens’ audit process

xii. A background in construction of residential and commercial buildings, and disputed claims is preferred

xiii. A background in sinkhole claims adjusting and subrogation is preferred.

N. **Quality Assurance File Auditor II, Quality Assurance Re-inspector II** – Should also possess the following skills in addition to the QAFA/QARI qualifications necessary to support the role.
   
i. A minimum of six (6) years of multi-peril property loss adjusting experience; a minimum of with four (4) of the six years must include commercial field adjusting
   
ii. A minimum of three (3) years of quality assurance audit and / or field re-inspection experience

iii. High level experience in review, reconciliation, and handling commercial claim files and estimates

O. **Quality Assurance Team Lead I** Should also possess the following skills in addition to the QAFA/QARI qualifications necessary to support the role

   
i. A minimum of seven (7) years of multi-peril property loss adjusting experience with five (5) of those being field adjusting
   
ii. A minimum of three (3) years of quality assurance audit and / or field re-inspection experience

iii. Supervise/Manage a team of adjusters with a span of control with a span of control targeted at 1:8 and up to 1:20 as single point of contact

iv. Other Skills that may be required:
   
   a) multi-peril property loss adjusting experience with five (5) years commercial field adjusting experience

P. **Quality Assurance Team Lead II** Should also possess the following skills in addition to the QAFA/QARI qualifications necessary to support the role

   
i. A minimum of eight (8) years of multi-peril property loss adjusting experience with five (5) of those being commercial field adjusting

ii. A minimum of three (3) years of quality assurance audit and / or field re-inspection experience

iii. Supervise/Manage a team of adjusters with a span of control with a span of control targeted at 1:8 and up to 1:20 as single point of contact

iv. Other Skills that may be required:
   
   a) multi-peril property loss adjusting experience with five (5) years commercial field adjusting experience
adjusting experience

Q. **SIU Technical Coordinator (Team Lead I)** – Should also possess the following skills in addition to the Adjuster qualifications necessary to support the role. SIU Technical Coordinator ensures that investigations of suspect claims conducted by outsourced vendors are conducted with the highest quality and with attention to customer service under the direction of Citizens SIU Management team.

   i. A minimum of (5) years property loss adjusting experience; inclusive of (2) years of documented field experience.
   
   ii. Conducts comprehensive claims investigations involving complex issues regarding coverage, liability and damages with strong working knowledge of fraud defense
   
   iii. Possesses strong fact gathering skills necessary to review, analyze and develop action plans based on Quality Assurance data and Citizens Management direction
   
   iv. Comprehensive knowledge of property claims and SIU practices.
   
   v. Proactively direct and monitor the field work conducted by investigative firms.
   
   vi. Exceptional written communication and organizational skills in order to respond to investigative firms and adjusters inquiries
   
   vii. Effectively interact with external business partners and exercise independent judgment
   
   viii. Review and interpret investigative findings, legal opinions, expert reports as necessary
   
   ix. Experience as an SIU or other related investigative experience is preferred
   
   x. Previous supervisory experience is preferred
   
   xi. Industry designations such as CIFI, CFE, FCLS certification is preferred
Vendor agrees and accepts all the fee schedules designated by Citizens. The fees paid pursuant to this Pricing and Compensation Schedules are all inclusive and cover all services provided. At Citizens sole discretion, has the ability to adjust pricing, based upon national demands and conditions.

### TABLE 1A
**Fees Based on Gross Claim DOLLAR Amount (GCA) for Task assignment model**

<table>
<thead>
<tr>
<th>GCA From</th>
<th>GCA To</th>
<th>GCA FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$2,500.00</td>
<td>$270.00</td>
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<td>$2,500.01</td>
<td>$5,000.00</td>
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<td>$652.50</td>
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<td>$1,035.00</td>
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<td>$8,100.00</td>
</tr>
<tr>
<td>$1,000,001.01</td>
<td>And up</td>
<td>1.0%</td>
</tr>
</tbody>
</table>

### TABLE 1B
**Fees Based on Gross Claim DOLLAR Amount (GCA) for Managed Claims Model**

<table>
<thead>
<tr>
<th>GCA From</th>
<th>GCA To</th>
<th>GCA FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$2,500.00</td>
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<td>$5,287.50</td>
</tr>
<tr>
<td>$300,000.01</td>
<td>And up</td>
<td>$9,000.00</td>
</tr>
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Contract #13-13-0014-_____
(Revised as of 01/08/2014)
### TABLE 1B
Fees Based on Gross Claim DOLLAR Amount (GCA) for Managed Claims Model

<table>
<thead>
<tr>
<th>GCA Range</th>
<th>Fee</th>
</tr>
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<tbody>
<tr>
<td>$500,000.01</td>
<td>$13500.00</td>
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<tr>
<td>$750,000.01</td>
<td>$15300.00</td>
</tr>
<tr>
<td>$1,000,000.01</td>
<td>1.35%</td>
</tr>
</tbody>
</table>

### TABLE 2
**SINKHOLE FEE SCHEDULE**

<table>
<thead>
<tr>
<th>FEE TYPE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Fee – Sinkhole Field Assignment:</td>
<td>$630.00</td>
</tr>
<tr>
<td>This fee applies to residential policies with full inspection comprehensively documenting all sinkhole related damages. The reporting requirements will be a narrative with activities, estimate of damages, recorded statement with insured, photos and all supporting documentation. This is a per claim fee with the exception of claims involving Commercial Policies</td>
<td></td>
</tr>
</tbody>
</table>

### TABLE 3
**THIRD PARTY LIABILITY FEE SCHEDULE**

<table>
<thead>
<tr>
<th>FEE TYPE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Fee – Standard Liability Property Damage Claims</td>
<td>$427.50</td>
</tr>
<tr>
<td>Flat Fee – Standard Liability Bodily Injury Claims</td>
<td>$738.00</td>
</tr>
<tr>
<td>Flat Fee – Complex Liability Cases, i.e., fatalities, catastrophic injuries, claims with multiple claimants or numerous witnesses, etc. will, upon approval of the Citizens’ Liability Claim Representative, be handled on a Time and Expense Basis.</td>
<td>This will be paid on a Time and Expense Basis</td>
</tr>
</tbody>
</table>

### TABLE 4
**MISCELLANEOUS FEE SCHEDULE**

<table>
<thead>
<tr>
<th>FEE TYPE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspection Fee With Damage:</td>
<td>Refer to Fee Schedule Table 1A &amp; 1B</td>
</tr>
<tr>
<td>Claim Without Estimate: This fee applies when the insured elects to not proceed with the claim after assignment to a Vendor but prior to the initial inspection and before completing the inspection. The reporting requirement will be documented in the Claims Management System.</td>
<td>$67.50</td>
</tr>
<tr>
<td>Additional Damage Requiring Inspection: This fee applies to losses that require an additional inspection for additional damages reported by the policyholder or their representative. This is not intended for an additional inspection resulting from an Adjuster’s failure to properly complete the initial scope. (Example: a customer reports additional damage resulting from rains that occurred prior to having roof repairs completed).</td>
<td>$45.00 plus any changes in fee resulting from revised GCA</td>
</tr>
<tr>
<td>Minimum Supplemental Fee: This fee applies if the calculation of a fee for supplemental assignment under the GCA schedules (Non-Catastrophe Table 1A and Catastrophe Table 1B) is less than this minimum amount, then this minimum amount should be invoiced.</td>
<td>$135.00</td>
</tr>
<tr>
<td>Erroneous Assignments: This fee applies when an initial assignment to the Adjuster was made in error and no inspection has occurred.</td>
<td>$45.00</td>
</tr>
<tr>
<td>Residential Obvious Total Losses: This fee applies for obvious total losses that require estimate by square footage of the slab or footprint due to the total destruction of the structure. This fee applies for Coverage A only. Fee Schedule Table 1 will apply for the cumulative GCA for any additional coverage lines and is in addition to this fee.</td>
<td>$630.00</td>
</tr>
</tbody>
</table>
**Mobile Home Obvious Total Losses:** This fee applies to obvious total losses that require photos and an estimate by square footage due to the total destruction of the structure. This fee applies for Coverage A only. Fee Schedule Table 1 will apply for the cumulative GCA for any additional coverage lines, and is in addition to this Fee. $630.00

**Additional Fee for Steep Roof:** This fee applies for a steep roof which requires the use of a rope and harness. Prior approval by Citizens is required for this fee to apply. $135.00

**Facility / Technology Charge:** This fee applies for the use of Citizens facilities, satellite, computer, data, internet and phone usage, per access when Vendor Staff is working in a Citizens’ office or designated location. $15.00

<table>
<thead>
<tr>
<th>TABLE 5</th>
<th>DAILY RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate Adjuster</td>
<td>$315.00</td>
</tr>
<tr>
<td>Adjuster I</td>
<td>$405.00</td>
</tr>
<tr>
<td>Adjuster II</td>
<td>$495.00</td>
</tr>
<tr>
<td>Senior Adjuster</td>
<td>$585.00</td>
</tr>
<tr>
<td>Team Lead I</td>
<td>$495.00</td>
</tr>
<tr>
<td>Team Lead II</td>
<td>$585.00</td>
</tr>
<tr>
<td>Team Lead III</td>
<td>$675.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TABLE 6</th>
<th>Quality Assurance File Auditor and Re-Inspector Daily Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Assurance File Auditor I</td>
<td>$585.00</td>
</tr>
<tr>
<td>Quality Assurance File Auditor II</td>
<td>$810.00</td>
</tr>
<tr>
<td>Quality Assurance Team Lead I</td>
<td>$675.00</td>
</tr>
<tr>
<td>Quality Assurance Team Lead II</td>
<td>$990.00</td>
</tr>
</tbody>
</table>

**Table 7: Time and Expense Rates**
Property files approved by Citizens for Time & Expense billing will not be eligible for a fee based upon Gross Claim Amount or Daily Rates. Time & Expense will be billed in accordance with the following rates and provisions. All files subject to Time & Expense billing must be pre-approved in writing by Citizens. Time and Expenses will be compensated on a Mileage Rate unless pre-approved by Citizens for “Drive Time”.

<table>
<thead>
<tr>
<th>TABLE 7</th>
<th>TIME AND EXPENSE RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENSE</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>Adjuster I</td>
<td>$58.50 per hour</td>
</tr>
<tr>
<td>Senior Adjuster</td>
<td>$81.00 per hour</td>
</tr>
<tr>
<td>Quality Assurance Re-Inspector I</td>
<td>$81.00 per hour</td>
</tr>
<tr>
<td>Quality Assurance Re-Inspector II</td>
<td>$112.50 per hour</td>
</tr>
<tr>
<td>Drive Time*</td>
<td>$58.50 per hour</td>
</tr>
<tr>
<td>Clerical</td>
<td>$10.80 per hour</td>
</tr>
<tr>
<td>Mileage</td>
<td>Per Citizens travel policy</td>
</tr>
</tbody>
</table>

* The Drive Time rate will be paid in lieu of the hourly rate, not in addition to it.