



AGREEMENT FOR FIELD INSPECTION SERVICES

This Agreement for Field Inspection Services (“Agreement”) is between CITIZENS PROPERTY INSURANCE CORPORATION (“**Citizens**”), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and CRAWFORD & COMPANY (“**Vendor**”) having its principal place of business at 5335 Triangle Parkway Northwest, Peachtree Corners, Georgia 30092. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

Recitals

On April 13, 2018, Citizens issued a Request for Proposal, No. 18-0023 for Field Inspection Services (the “Solicitation”). Vendor’s response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

In consideration of the mutual promises and restrictions stated in this Agreement, the Parties acknowledge and agree as follows:

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. “Access” means to approach, walk through, communicate with, store material in, retrieve material from, or otherwise make use of any property, be it tangible, intangible, chattel or real, insured by or within the responsibility of Citizens. This Access can either be “Direct” Access meaning Access under the authority of this Agreement or “Indirect” Access meaning Access, with or without authority under general law or this Agreement, achieved as a result of Direct Access.
 - 1.2. “Assignment” means a task issued by Citizens to Vendor via the Estimating System to provide Services as administered by Vendor in accordance with the requirements of this Agreement.
 - 1.3. “Business Hours” means the hours from 8:00 AM to 6:00 PM EST, Monday through Friday, excluding Citizens’ observed holidays.
 - 1.4. “CAIS” mean Citizens’ Credentialing Administration Information System.
 - 1.5. “Citizens Confidential Information” means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is: (a) Protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); (b) private information concerning Citizens’ employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers’ license numbers,

personal email addresses, personal phone numbers, and home addresses); or, (c) related to any Citizens' manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. "Citizens Confidential Information" does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information.

- 1.6. "Committed Field Inspector" means one of the Committed Field Inspector Total that Vendor has agreed to make available to Citizens as further detailed in the Services as set forth under this Agreement.
- 1.7. "Committed Field Inspector Total" means the collective sum of Committed Field Inspectors that Vendor has promised, and is therefore required to make available to Citizens under this Agreement.
- 1.8. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.9. "Documentation" means diagrams, photographs, and measurements as requested by Integration Software and/or Estimating System.
- 1.10. "Effective Date" means the date on which the last Party executes this Agreement and the date upon which this Agreement is effective and commences.
- 1.11. "Estimate" means the work product produced from Xactimate following Documentation supplied through the Estimating System and Integration Software.
- 1.12. "Estimating System" means the system, including pricing guidelines, which is designated by Citizens for use in the estimation of costs related to a loss. The Estimating System as of the Effective Date is Xactimate, which is third party computer software licensed by Citizens. Citizens may change such system by providing sixty (60) days' notice to Vendor's Contract Manager.
- 1.13. "Field Inspection Services" means all activities conducted by Vendor in completion of an Assignment, and as further described herein, through the use of Field Inspectors who will memorialize the condition of the property involved in the loss through Documentation. This Documentation must be successfully processed through the Estimating System by use of Integration Software. Vendor, as a part of the administration of these services, shall timely perform Quality Assurance on the Documentation processed through the Estimating System, including the work product from the Estimating System. Vendor must respond to and complete any additional work, including any corrections required for accurate and complete processing through the Estimating System. Once an Assignment has been returned to Citizens, and is acceptable to Citizens, Field Inspection Services for the Assignment are complete.
- 1.14. "Field Inspection Services Best Practices" means the guidelines developed by Citizens for the administration of the field inspection on claims made on Citizens' policies. A copy of the Field Inspection Services Best Practices is attached to this Agreement as Exhibit A. Citizens, in its sole discretion, reserves the right to periodically revise the Field Inspection Services Best Practices in order to meet Citizens' business needs, legislative requirements, or for other legal or business-related purposes.

- 1.15. "Field Inspector" means a Vendor Staff member who is licensed as an adjuster by the Florida Department of Financial Services (DFS) or authorized by DFS as an emergency adjuster in Florida in accordance with 69B-220.001, F.A.C., who has the responsibility under a task assignment model for documenting, measuring, and otherwise memorializing the condition of the property involved in the loss.
- 1.16. "Firm Principle" means an individual from Vendor's internal upper management who has immediate supervisory responsibilities for the Services required under this Agreement.
- 1.17. "Integration Software" means the compatible third party software application used by Vendor to successfully process Documentation through the Estimating System into acceptable work product produced via the Estimating System.
- 1.18. "Quality Assurance" means the processes that Vendor undertakes to ensure the quality and accuracy of the Documentation inputted into the Estimating System for an accurate Estimate. This also includes the overall administration of Vendor's Field Inspectors to meet the requirements set forth by Citizens.
- 1.19. "Services" means all services and Deliverables to be provided by Vendor to Citizens under this Agreement, including Field Inspection Services and Time and Material Inspection Services. If any service or activity is not specifically described in this Agreement, but is necessary for the proper performance and provisioning of the Services, that service or activity shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
- 1.20. "Time and Materials Inspection Services" means the assignment of Field Inspectors by Citizens, to perform services related to the Field Inspection Services for various tasks if requested for other duties as assigned and as mutually agreed. Prior to starting on any such assignment, Vendor will provide a detailed written estimate based on the scope of the engagement. After receipt of the estimate, Citizens will either formalize the engagement by placing an order or decline the engagement. If the Services are ordered, Vendor shall comply with any requirements or deadlines as directed by Citizens. Orders made and Services accepted by Citizens hereunder shall be compensated at the rates described in the Time and Materials Rates table contained herein.
- 1.21. "Vendor Staff" means any of Vendor's employees, agents, subcontractors or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information.
- 1.22. "Work Product" means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, created for Citizens under this Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

2. Term and Renewals.

- 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for five (5) years.
- 2.2. Renewals. This Agreement may be renewed for five (5), one (1) year renewal periods either: (a) by Citizens, at its discretion upon ninety (90) days prior written

notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any written amendments signed by the Parties. The combined renewals shall not exceed the original term of this Agreement.

3. Services and Service Requirements.

- 3.1. Field Inspection Services Description. Vendor shall provide Services relating to field inspection of claims throughout the State of Florida, using Field Inspectors under a task assignment model to memorialize the condition of the property involved in the loss through Documentation. This Documentation must be successfully processed through the Estimating System by use of Integration Software. Vendor, as a part of the administration of these services, shall timely perform Quality Assurance on the Documentation processed through the Estimating System, including the work product from the Estimating System. Vendor must respond to and complete any additional work including any corrections that are required for an accurate and complete processing through the Estimating System. Once an Assignment has been returned to Citizens, and is acceptable to Citizens, Field Inspection Services for the Assignment are complete.
- 3.2. Time and Materials Services Description. Citizens may also initiate and order an Assignment for Field Inspectors to perform services related to Field Inspection Services for various tasks if requested for other duties as assigned and as mutually agreed. Prior to starting on any such Assignment, Vendor will provide a detailed written estimate based on the scope of the engagement. After receipt of the estimate, Citizens will either formalize the engagement by placing an order for Assignment, or decline the engagement. If the Services are ordered, Vendor shall comply with any requirements or deadlines as directed by Citizens. Orders made and Services accepted by Citizens hereunder shall be compensated at the rates described in the Time and Materials Rates table contained herein.
- 3.3. Vendor General Requirements; Vendor Staff Standards of Conduct. Vendor shall be responsible for the overall management and actions of Vendor Staff who are providing Services.
 - 3.3.1. General Management. In the discharge of its general duty to manage the successful performance of the Services, Vendor shall:
 - 3.3.1.1. within thirty (30) calendar days of the Effective Date, identify to Citizens the primary and secondary management contacts responsible for the oversight and management of Services for Citizens;
 - 3.3.1.2. ensure that all deployed Field Inspectors and required management and administrative support staff are available to work up to seven (7) days per week, twelve (12) hours per day, including during non-Business Hours and holidays;
 - 3.3.1.3. within thirty (30) calendar days of the Effective Date, Citizens must approve of the Integration Software used by Vendor. Citizens will assist Vendor in this process;
 - 3.3.1.4. ensure each assigned Field Inspector on a Time and Materials Assignment submit a time record directly to Vendor's manager

or point of contact. At any time during this Agreement, Citizens may require copies of these time records from Vendor;

- 3.3.1.5. ensure that Field Inspectors who do not meet all applicable requirements herein are prohibited from providing Services;
- 3.3.1.6. provide qualified and credentialed Field Inspectors to provide Services as directed and assigned by Citizens;
- 3.3.1.7. ensure that a Field Inspector assigned to provide Field Inspection Services is not assigned to provide services to Citizens under any other agreement except pursuant to written permission from Citizens;
- 3.3.1.8. provide management and oversight of Field Inspectors providing Services to ensure satisfactory performance;
- 3.3.1.9. coordinate and monitor work assignments and perform routine performance evaluations of Field Inspectors;
- 3.3.1.10. at Vendor's expense, ensure Field Inspectors possess the required equipment and utilize Integration Software, including estimatics, and may include Citizens Estimating System to successfully perform the Services;
- 3.3.1.11. if determined necessary by Vendor, or at Citizens' request, promptly remove any Vendor Staff from Citizens' property and any Assignments; and, at Citizens sole discretion, replace removed Vendor Staff with qualified and credentialed Vendor Staff within seventy-two (72) hours;
- 3.3.1.12. provide internal training personnel and resources to ensure Vendor Staff are adequately trained to successfully perform the Services;
- 3.3.1.13. ensure that no Vendor Staff carries a weapon on their person while performing Services;
- 3.3.1.14. ensure that no Vendor Staff uses impairing drugs, chemicals, or alcohol while performing Services;
- 3.3.1.15. ensure that Vendor Staff avoid using their duties and obligations to engage in any conduct that could create either an actual or perceived conflict of interest, such as due to an ongoing business relationship with an entity other than Citizens that would enable Vendor Staff to receive an improper benefit or unfair competitive advantage;
- 3.3.1.16. in accordance with the Field Inspection Services Best Practices, ensure that the Field Inspection Services are consistent with the standards for memorializing the condition of damaged property through Documentation submitted into and produced by the Estimating System and any other policies or processes set forth by Citizens;

- 3.3.1.17 monitor applicable Quality Assurance of the Documentation used to produce the Estimate on a weekly basis to determine compliance with Citizens' production requirements; and,
 - 3.3.1.18 provide detailed reports to Citizens related to Vendor Quality Assurance performance upon request.
- 3.4. Field Inspection Services Minimum Requirements.
 - 3.4.1. Field Inspectors. Prior to receipt of Assignments from Citizens, Vendor must confirm that all Field Inspectors meet or exceed the following minimum qualifications:
 - 3.4.1.1. ability to inspect and document damages;
 - 3.4.1.2. physical ability to climb roofs, enter crawl spaces, and perform other physical acts necessary to provide the Services;
 - 3.4.1.3. ability to successfully operate and navigate all technology and software necessary for the completion of Assignments; and,
 - 3.4.1.4. successfully obtain authorization, as an emergency adjuster in Florida, with Florida Department of Financial Services (DFS) authorization in accordance with 69B-220.001, F.A.C. or are otherwise authorized through Florida DFS to provide adjusting services (licensed) in Florida.
 - 3.4.2. Quality Assurance Personnel. Prior to receipt of Assignments from Citizens, Vendor must confirm that all Vendor Staff providing Quality Assurance services meet or exceed the following minimum qualifications:
 - 3.4.2.1. authorized through the Florida Department of Financial Services to provide adjusting services (licensed) in Florida; and,
 - 3.4.2.2. hold a valid, Xactimate Level II certification.
- 3.5. Staff Appearance. Vendor shall ensure that all Vendor Staff maintain a well-groomed appearance and wear appropriate work attire at all times while performing any Services pursuant to this Agreement. Appropriate work attire includes, but is not limited to clean and appropriate footwear, khaki type pants, and collared shirts. Vendor Staff is prohibited from wearing denim (blue jeans) or short pants while at a Citizens' policyholders' home or business.
- 3.6. Teamwork. At Citizens' discretion, Vendor Staff may be required to work in cooperation with another vendor's staff or report to a supervisor from another vendor. Vendor shall cooperate and cause its staff to cooperate with any other Citizens' vendor or any other party identified by Citizens.
- 3.7. Temporary Suspension of Services. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the suspended Services in accordance with the suspension notice. Within ninety (90) calendar days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 12.1. to terminate this Agreement without cause. Nothing in this Section allows Citizens to withhold or delay any payment for

Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.

4. Qualifications and Credentialing Requirements.

- 4.1. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.

If Vendor knows or learns of circumstances indicating that a Vendor Staff member: (a) lacks the proper training or qualifications to perform the Services; or, (b) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services. Without limiting the foregoing, Vendor agrees that Field Inspectors shall meet the minimum qualifications set forth herein, and that Citizens may interview a Field Inspector prior to deployment in order to confirm that the Field Inspector meets the applicable minimum qualifications.

- 4.2. Vendor CAIS Credentialing Requirements. Vendor acknowledges that Citizens employs a comprehensive and ongoing credentialing management process for the Services. Vendor agrees to participate in Citizens' credentialing management process and ensure that all credentialing requirements are met by Vendor Staff. Vendor acknowledges that Citizens may change credentialing requirements as it deems reasonable and appropriate in response to changing business, regulatory and technological requirements and capabilities and Vendor agrees that it shall comply with any credentialing requirement changes implemented by Citizens.

Vendor must provide Citizens with qualification and credentialing information related to Vendor's entity and Vendor Staff. The information will be utilized to verify that Vendor and Vendor's Staff meet and continue to meet the requirements of this Agreement. Vendor will be required to access CAIS, or other Citizens' system, where Vendor will input, update, and maintain the following required credentialing information of this Section 4.2.

Except as otherwise approved by Citizens' Contract Manager in writing, Vendor is not allowed to, nor permit any Vendor Staff member to, provide Services unless and until Vendor Staff is approved in CAIS or other designated Citizens' system pursuant to submission and approval of all required documentation as follows:

- 4.2.1. Vendor Conflict of Interest Disclosure Form. Vendor will provide the completed form immediately upon identification by Vendor of any potential conflict of interest as described in the Vendor Conflict of Interest Disclosure Form.

- 4.2.1. Vendor Annual Financial Statement. At its own cost and expense, Vendor shall provide its financial documents as listed below to Citizens as requested by Citizens at reasonable intervals. Additionally, Vendor will provide immediate notification and relevant documentation of any material adverse change in business operations or financial condition which negatively impacts Vendor's capacity to meet its financial obligations, such as filing by Vendor of a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors to take advantage of any bankruptcy, insolvency, or readjustment of debt.

- 4.2.1.1. A copy of Vendor's most recent year end audited financial statements and the most recent interim financial statements; or,
- 4.2.1.2. if financial statements are not audited, provide a year-end compilation or a review and the most recent interim financial statements; or,
- 4.2.1.3. 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.
- 4.2.1.4. Vendor shall provide the name, address, and telephone number of the fiscally responsible representative of Vendor's organization;
- 4.2.1.5. the reports and statements required of a publicly held corporation, if available;
- 4.2.1.6. any other pertinent information as requested by Citizens;
- 4.2.1.7. a non-publicly held Vendor shall provide a credit report or a Dunn and Bradstreet Report; and,
- 4.2.1.8. a signed W-9 with Federal Employment Identification Number.
- 4.2.2. Vendor Florida Registration. Vendor will provide proof of registration with Florida Department of State, Division of Corporations within thirty (30) calendar days of the Effective Date and annually by April 15th.
- 4.2.3. W-9. Vendor will provide a current W-9 upon any change to Vendor's legal business name, DBA name, payment address or FEIN.
- 4.2.4. Proof of Licensure. Vendor will provide proof of licensure issued and/or approved by Florida Department of Financial Services as a Florida licensed adjusting company or Florida licensed adjusting firm within thirty (30) calendar days of the Effective Date and annually by April 15th.
- 4.2.5. Proof of Insurance Coverage. Within thirty (30) calendar days of the Effective Date, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance as further described in Section 10.11. Citizens reserves the right to request copies of Vendor's policies in order to confirm compliance with Section 10.11., including but not limited to upon Vendor's deployment of Field Inspectors for Citizens.
- 4.3. Vendor Staff CAIS Credentialing Requirements. Vendor will provide the following information for each of its Vendor Staff within the timeframes indicated below. Except as otherwise approved by Citizens' Contract Manager in writing, a Vendor Staff member is not authorized to provide Services unless and until that Vendor Staff member is approved in CAIS or other designated Citizens' system pursuant to submission and approval of all required documentation as set forth below. Vendor may submit documentation for review and approval of additional Vendor Staff at any time. At Citizens' discretion, Citizens' Credentialing Department may require Citizens' review and approval of all necessary Vendor Staff submission documents prior to any Vendor Staff being approved to provide Services.

- 4.3.1. Resume. For Vendor Staff performing in a Quality Assurance role, a current and detailed resume in the format approved by Citizens entered on or before seventy-two (72) hours of Deployment Notification, and prior to utilizing this Vendor Staff for an Assignment. This is to be updated annually by April 15th or as otherwise directed by Citizens. Each detailed resume shall include at minimum, the Quality Assurance individual's principal location of residence, prior loss inspection experience and relevant work history with dates of employment, and any certifications or related training. The resume shall substantiate the Quality Assurance individual's property loss inspection experience and match the information inputted by Vendor for the Quality Assurance individual under the qualifications section within Citizens' systems.
- 4.3.2. Proof of Licensure – Field Inspectors. For Field Inspectors, proof of licensure issued and/or obtained by Florida Department of Financial Services as a Florida licensed emergency adjuster in accordance with 69B-220.001, F.A.C. or otherwise authorized through the Florida Department of Financial Services to provide adjusting services (licensed) within seventy-two (72) hours of Deployment Notification, and prior to utilizing this Field Inspector for an Assignment, and annually by April 15th.
- 4.3.3. Proof of Licensure – Quality Assurance Personnel. For Quality Assurance personnel, proof of licensure issued and/or approved by Florida Department of Financial Services as a Florida licensed insurance adjuster within seventy-two (72) hours of Deployment Notification, and prior to receipt of Assignments and annually by April 15th.
- 4.3.4. Ethics and Confidentiality Form. An Ethics and Confidentiality Acknowledgement Form executed by the Vendor Staff member. The Ethics and Confidentiality Acknowledgement Form is due within seventy-two (72) hours of deployment, and prior to receipt of Assignments and annually by April 15th.
- 4.3.5. Photo Identification. A recent, clear head-shot photograph of the Vendor Staff member. This photograph is due seventy-two (72) hours of Deployment Notification, and prior to utilizing this Vendor Staff member and within thirty (30) days of any major change in appearance of a Vendor Staff member.
- 4.3.6. Criminal Background Investigations. For those Vendor Staff who do not already hold a license or certification through a state or federal licensing board which requires a criminal background check (i.e. home inspector, real estate agent, attorney, insurance adjuster), including but not limited to Firm Principles or any individual with Access to CAIS, a criminal background report is required as further detailed herein. Vendor must provide the criminal background report within thirty (30) calendar days of the Effective Date, and every twenty-four (24) months thereafter.

Except as outlined above, Vendor shall conduct a criminal background check on all Vendor Staff prior to assigning them to perform Services. All criminal background checks will be at Vendor's expense except as provided in Section 8.2. Unless otherwise approved in writing by the Contract Manager, each background check shall include but not be limited to: (a) state and federal felony Convictions; (b) state and federal

misdemeanor Convictions; (c) any Convictions in violation of the Violent Crime Control and Law Enforcement Act of 1995; and, (d) a seven (7) year minimum timeframe, extending as close as practicable to the date of assignment to perform Services. A "Conviction" means the individual has been convicted of, pled guilty or nolo contendere (no contest) to, or has been found guilty, regardless of whether adjudication was withheld.

If a Vendor Staff member has a felony or misdemeanor Conviction, then the background report for such individual will not be submitted to Citizens for review unless Vendor determines that the individual should be allowed to perform Services considering (a) the nature and gravity of the offense; (b) the amount of time that lapsed since the offense; (c) the rehabilitation efforts of the individual involved; and, (d) the relevancy of the offense to the individual's role in connection with this Agreement. A disqualifying offense is any crime (in any jurisdiction within and/or outside of the United States of America) where the nature of the criminal activity is such that a reasonable vendor would agree that the engagement would create a risk of injury, loss, or damage to people and/or property of Citizens. Upon submission, Citizens will consult Citizen's Applicant Background Review Guide. Citizens' Applicant Background Review Guide is attached hereto as Exhibit B, and may be amended by Citizens from time to time in response to changing legal, regulatory or business requirements.

Any Vendor Staff member whose criminal background check indicates, to Vendor or Citizens, conduct that demonstrates a lack of honesty or integrity, or otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed to perform Services.

Vendor will comply with all requirements of the federal Fair Credit Reporting Act, including the provision to Vendor Staff of all required pre-notification and post-report notices. Vendor is responsible for any adverse action notices that may apply to its employment decisions.

- 4.4. Assignments. Citizens' Credentialing Department requires Citizens' review and approval of all required Vendor and Vendor Staff credentialing submission documents before Vendor is eligible to receive Assignments and have approved and CAIS credentialed Vendor Staff perform Services. Citizens will, from time to time, direct Assignments to Vendor's credentialed and approved Field Inspectors. Citizens may make such Assignments to Vendor for delegation to a Field Inspector or may direct the Assignment of specific Field Inspectors based on special qualifications or experience and Citizens' particular needs. Vendor acknowledges that Citizens does not in any way represent or guarantee that Vendor will receive any specific or minimum volume of assignments. At its sole discretion, Citizens may make Assignments to vendors based on vendor performance, capability and capacity.

5. Service Warranties and Standards.

- 5.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional, first-class manner in accordance with this Agreement and the standards prevailing in the industry. To this end, Vendor will undertake the following actions without additional consideration during the term of this Agreement and for one (1) year thereafter: (a) promptly make necessary revisions or

corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting any of the Services or information furnished. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranties and covenants in this Section will extend to and bind Vendor's subcontractors, if any.

- 5.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall immediately notify Citizens of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations.
- 5.3. Regulatory Permits and Licenses. Throughout the term of this Agreement, Vendor warrants that it will obtain and maintain all federal, state and local permits and licenses required to perform the Services. For entities transacting business in Florida, this includes registration and filing of annual reports with the Florida Secretary of State (via www.sunbiz.com). Vendor shall immediately notify Citizens of any disciplinary proceedings or suspensions initiated against Vendor during the term of this Agreement by such regulatory bodies.
- 5.4. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement, including but not limited to quarterly, in-person meetings with Citizens to include Vendor's key staff members as requested by Citizens. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary, including as detailed below.
- 5.5. Service Level Standards. In addition to all other requirements in this Agreement, and in accordance with the Field Inspection Services Best Practices, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth below.
- 5.5.1. General Standards.
- 5.5.1.1. Input into the Estimating System all file Documentation as directed by Citizens;
 - 5.5.1.2. follow up on phone calls, correspondence, and requests as necessary to any and all parties, as applicable to Field Inspection Services;
 - 5.5.1.3. make initial contact with policyholder or policyholder's representative within twenty-four (24) hours of Vendor's receipt of the Assignment;
 - 5.5.1.4. ensure that damage is inspected 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; and,

5.5.1.5. upon completion of the inspection, submit the Documentation required into the Estimating System within five calendar (5) days, unless otherwise indicated by Citizens in writing.

5.5.2. Deployment Notification. Vendor will be required to provide a sufficient number of Committed Field Inspectors, as determined by the Vendor, to fill the Assignments and meet or exceed all Service Level Standards following a Deployment Notification. Each Field Inspector shall be capable of handling a minimum of forty (40) Assignments at any given time. If a Deployment Notification request is made by Citizens and such a request is for Field Inspectors in excess of Vendor's Committed Field Inspector Total, then Vendor will exercise its best efforts to meet the excess number needed for Committed Field Inspector Total. Dependent upon the Services required, Citizens will notify Vendor through an electronic notification process within the applicable Citizens' system or other manner as stipulated by Citizens ("Deployment Notification"). Once the Deployment Notification has been issued by Citizens, Vendor shall:

5.5.2.1. within seventy-two (72) hours, ensure that one hundred percent (100%) of all Committed Field Inspectors are deployable and available to Citizens (credentialed through CAIS) and at all times throughout the duration of this Agreement;

5.5.2.2. reply to Citizens' communications regarding deployment question within one (1) hour of receipt of the Deployment Notification;

5.5.2.3. within seventy-two (72) hours of receipt of Deployment Notification, provide Citizens (electronically, or via an alternative method designated by Citizens) a complete list of the names of Field Inspectors that will be deployed as requested;

5.5.2.4. ensure all deployed Field Inspectors will arrive at the specified location within seventy-two (72) hours of receipt of the Assignment unless another timeframe is agreed to by the Parties in writing;

5.5.2.5. ensure that all deployed Field Inspectors and required management and administrative support staff are available to work up to seven (7) days per week, twelve (12) hours per day, including during non-Business Hours and holidays; and,

5.5.2.6. ensure that all deployed Field Inspectors provide Services exclusively for Citizens, unless otherwise expressly approved by Citizens in writing.

5.5.3. Prohibitions. Vendor or Vendor Staff are not authorized to take any of the following actions:

5.5.3.1. hire counsel to conduct examinations under oath;

5.5.3.2. respond to demands for appraisal, a rejection or denial of same, or fail to forward the demand for appraisal to Citizens;

- 5.5.3.3. prepare or send out denial letters;
- 5.5.3.4. hire outside experts or vendors or making assignments to an expert or vendor;
- 5.5.3.5. hire mediators;
- 5.5.3.6. hire counsel to represent Citizens or Citizens' insured; or,
- 5.5.3.7. discuss or agree to settlement terms or accept a proposal for settlement.

5.5.4. Staff Training on Applicable Citizens' Policies. Vendor shall be responsible for training Vendor Staff on all applicable Citizens' policies and procedures as applicable to the individual Assignment. Citizens will provide all applicable policies, procedures and training materials to be used during Vendor's training. Vendor must ensure the required training is completed by Vendor Staff prior to performing any Services. Vendor Staff may be required to attend additional training (online and/or classroom) sessions as deemed necessary by Citizens.

In addition to training, Vendor shall be responsible for maintaining complete training records for Vendor Staff. At its sole discretion, Citizens reserves the right to institute learning via a learning management system that tracks and records Vendor Staff training and scores.

To meet Citizens' training requirements, Vendor shall comply with the following for all Vendor Staff:

- 5.5.4.1. Vendor shall provide a trainer resource responsible for providing training to all of Vendor Staff. Training shall include applicable Citizens' policies and procedures, Citizens systems and any other items as identified by Citizens;
- 5.5.4.2. Vendor must utilize the appropriate training materials provided by Citizens. Updated training materials will be presented by Citizens to appropriate Vendor Staff in a "Training Workshop;"
- 5.5.4.3. Vendor must provide an initial training to be completed prior to Vendor or Vendor Staff receiving and accepting any Assignments or otherwise performing Services; and,
- 5.5.4.4. provide 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, applicable documents and the training site location. Citizens' certification requirements will include but not be limited to training on:
 - a. estimating platforms related to any Citizens' specific procedures or guidelines;
 - b. assignment workflow;
 - c. communications expectations;
 - d. Public Records requirements; and,
 - e. ethics and confidentiality requirements.

In addition, Vendor shall ensure that all Field Inspectors and managers are properly trained and proficient in the use of its Integration Software as well as the ability to submit a Xactimate Estimate to Citizens.

5.5.5. Professional Competence and Professionalism. All Vendor Staff are required to demonstrate the highest levels of professional competence and professionalism while performing work for Citizens or otherwise being associated with Citizens. Citizens reserves the right at any time and for any reason to require that certain Vendor Staff be disallowed from performing Services.

5.5.6. Mandatory Minimum Number of Field Inspectors; Committed Field Inspectors. As a part of performing the Services, Vendor agrees to maintain a minimum number of one hundred (100), who meet the qualifications and credentialing requirements outlined in this Agreement and are prepared to receive Assignments. Upon execution of the Agreement, for those Vendor Staff with Access to CAIS, Vendor shall input the required information into CAIS or other designated Citizens' system in order to secure full credentialing and qualification for those needed to provide credentialing material. Committed Field Inspectors may be credentialed in advance by Vendor, however, it is required that they are credentialed within seventy-two (72) hours of Deployment Notification, and prior to receipt of Assignments. Any alternative or substituted Committed Field Inspectors must be credentialed and approved through Citizens' systems before they can provide Services on any Assignment.

At all times throughout the term of the Agreement, Vendor shall maintain the Total required number of Committed Field Inspectors. In the event Vendor falls below the required number of Committed Field Inspectors Total, Vendor may become ineligible to receive any new Assignments until full compliance with this requirement is met. Should Vendor fail to adequately address and remedy Vendor's noncompliance with the required number of Committed Field Inspectors Total Citizens shall have the right, at its' sole discretion, suspend services per Section 3.6., invoke provisions in Section 7 or to immediately terminate this Agreement.

5.6. Performance Measures. The Parties recognize that certain breaches of Vendor's duties under this Agreement will result in harm to Citizens which is not easily quantifiable. Failure to meet any performance measures outlined in the Agreement will entitle Citizens to: (a) withhold any payment associated with the performance measure until such delivery is made; (b) suspend Vendor until such delivery is made, or as otherwise deemed appropriate at Citizens' sole discretion per Section 3.6; and/or, (c) terminate this Agreement for cause in accordance with the notice and cure provisions set forth in Section 12.2. below.

5.6.1. Unrealized Staffing. As requested by Citizens pursuant to a Deployment Notification Vendor must provide a minimum of ninety percent (90%) of requested Committed Field Inspectors Total within seventy-two (72) hours, unless a longer timeframe is agreed to by the Parties in writing, (the "Minimum Deployment Notification Response").

If Vendor fails to provide the Minimum Deployment Notification Response within seventy-two (72) hours, then Vendor's existing Solicitation ranking will no longer apply. This means that for the purposes of future deployment requests, Vendor will rank below all other firms providing those Services. It will also cause the withdrawal and reallocation of Vendor's existing deployments as necessary to reflect Vendor's revised ranking. If other firm(s) also fail to provide their Minimum Deployment Notification Response during the same claims event as Vendor, then Vendor will remain ranked above such firms that provide a smaller percentage of their Minimum Deployment Notification Response. Vendor will also rank above firm(s) that fail to provide their Minimum Deployment Notification Response during a subsequent claims event.

If Vendor fails to provide the Minimum Deployment Notification Response, Citizens will also require a Corrective Action Plan.

- 5.6.2. Abandonment by Field Inspector. Upon notice to Vendor by Citizens that a Field Inspector has abandoned or stopped performing Services on an Assignment, Vendor will provide a replacement Field Inspector within seventy-two (72) hours to be deployed at Citizens sole discretion. Vendor's obligation to provide a replacement Field Inspector shall be deemed complete once Vendor has uploaded all necessary documentation in CAIS for a Field Inspector who meets or exceeds the qualification and credentialing requirements outlined herein as applicable. If Vendor fails to meet this obligation within the stated timeframe, Citizens may require, a Corrective Action Plan, at its sole discretion, and Vendor will pay to Citizens, as liquidated damages and not as a penalty, five hundred U.S. dollars (\$500.00). If Vendor does not provide a suitable replacement within the timeframe required in the optional Corrective Action Plan, then for each subsequent day that Vendor fails to provide a replacement Field Inspector, Vendor shall pay to Citizens five hundred U.S. dollars (\$500.00). Citizens shall further be authorized by Vendor to deduct any liquidated damages owed from future invoices of Vendor.

6. Changes.

- 6.1. Citizens may require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that: (a) such Change is within the general scope of this Agreement; and, (b) Citizens will make an equitable adjustment in Vendor's compensation or delivery date if a Change materially affects the cost or time of performance of the Services. Such equitable adjustments require the written consent of Vendor, which consent shall not be unreasonably withheld, delayed or conditioned. The Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.
- 6.2. A Change resulting in an increase or decrease to Vendor's compensation or the scope of Services must be evidenced by an amendment to this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or an amendment to this Agreement.

7. Acceptance.

- 7.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a thirty (30) calendar day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services, with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights as expressly provided in this Agreement.
- 7.2. Opportunity to Cure. At Citizens' sole determination, if the failure to perform the Services constitutes a material breach of this Agreement, Citizens may terminate this Agreement without an opportunity to cure. If a cure period is granted, and upon being advised of Citizens' rejection of Services within the Acceptance Period, Vendor shall have a reasonable time, as determined by Citizens to cure any deficiency identified by Citizens (the "Cure Period"). In the event Vendor is unable to cure said deficiency within the Cure Period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity. This Cure Period applies only to the failure to deliver Services as specified in this Agreement and is a limited exception to the general cure period set forth in Section 12.2.
- 7.3. Corrective Action Plan. At any stage during the Cure Period or whenever Citizens identifies a deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a cause analysis to identify the cause of the deficiency; (b) provide a written plan (the "Corrective Action Plan") detailing the cause of, and procedure for, correcting such deficiency (Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions); (c) implement the Corrective Action Plan as approved by Citizens; and, (d) provide Citizens with satisfactory assurance that such deficiency will not reoccur following the implementation of the Corrective Action Plan. In the case of a deficiency identified by Citizens during an Acceptance Period, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur before the end of the Cure Period, unless otherwise agreed to by Citizens in its sole discretion.

8. Compensation.

- 8.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services and reimbursable expenses under this Agreement (a) shall not exceed a total dollar amount of seventy-six million U.S. dollars (\$76,000,000) for all contracted Vendors with the cost of this program accounted for in the approved three-hundred and forty-three million U.S. dollars (\$343,000,000) for the Independent Adjusting Services-Non-Litigated/Catastrophe Request for Proposal (RFP) 17-0006, already approved by the Board of Governors under RFP 17-0006; and, (b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis. Citizens' does not guarantee that Vendor will receive any Assignments or any minimum volume of work. Vendor acknowledges and agrees that the Services provided during a State of Florida or

federal government declared emergency or catastrophe will be paid at the rates set forth in this Agreement.

- 8.2. Compensation Schedule. Vendor will be paid on a monthly basis for the Services accepted by Citizens in the preceding month according to the following tables. Vendor may submit requests for compensation as frequently as weekly to expedite payment for the Services accepted by Citizens in the preceding period according to the following tables. Vendor agrees and acknowledges that Citizens may adjust pricing either up or down due to market conditions and any such changes will be communicated in writing to Vendor.

Table 1 Assignment Fee	
Fee Type	Rate
Field Inspection Services Assignment Fee (per Assignment)	\$250.00
Erroneous Assignment Fee – <i>includes but is not limited to, instances when the Assignment is cancelled by the policyholder, Vendor was erroneously sent an Assignment by Citizens, or issues or unique instances are raised by Vendor on a case by case basis.</i>	\$50.00
Inspection of Out Buildings or Sheds (per Assignment)	\$50.00

Table 2 Time and Material Rates	
Assignments approved by Citizens for Time and Materials billing will not be eligible for an Assignment Fee based on Table 1 above. Time and Materials will be billed in accordance with the rates listed below. All Assignments subject to Time and Materials billing must be pre-approved in writing by Citizens. Time and Materials will be compensated on the mileage rate as described in Citizens Vendor Travel Reimbursement Guidelines, unless preapproved by Citizens for driving time.	
Fee Type	Rate
Field Inspector	\$75.00*
Clerical	\$25.00*
*Driving time is billed at seventy-five percent (75%) of the applicable hourly rate	

- 8.3. Vendor's Compensation to Vendor Staff. Vendor must compensate all Vendor Staff in a timely fashion for Services rendered, as measured from when payment is received by Vendor from Citizens. Any dispute in compensation between Vendor Staff and Vendor is the sole responsibility of Vendor.
- 8.4. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in U.S. dollars, legible, page-numbered, signed, and dated. Vendors will be submitting a fee bill, per Assignment from the Integration Software that will feed into ClaimsCenter. Vendor may also be required to submit a copy, marked as duplicate, of the original, invoice to Citizens' Contract Manager or designee. All invoices and payment

credits must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 on a weekly or monthly basis and must include, at a minimum, the following: (a) Agreement/task order number/purchase order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 8.9.); and, (h) itemized Services for which compensation is being sought, including position title, rate and number of hours when applicable. Following a Deployment Notification, Vendor may submit requests for compensation as frequently as weekly, to include the details as indicated above.

- 8.5. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) calendar days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) calendar days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within thirty (30) calendar days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.
- 8.6. Travel-related Expenses. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines.
- 8.7. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 8.8. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.

- 8.9. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

9. Indemnification.

- 9.1. Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) breaches of any representations made by Vendor under this Agreement; (d) any claim that any Work Product violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor's failure to timely forward a public records request to Citizens for handling; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Citizens, its officers, directors, agents, or employees.
- 9.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.
- 9.1.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.
- 9.1.3. The obligations in this Section are separate and apart from, and in no way limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.

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

10. Insurance.

10.1. Vendor Insurance Requirements. During the term of this Agreement, Vendor will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida:

10.1.1. Workers' Compensation which provides coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of \$1 million per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein.

10.1.2. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder) and \$2 million in the aggregate;

10.1.3. Umbrella Excess General Liability and Auto Liability insurance with minimum limits of \$4 million in the aggregate;

10.1.4. Automobile Liability with combined single limits of not less than \$1 million per accident (this policy must include Symbol 1 "Any Auto" coverage provided however, that if Vendor does not own any vehicles and Vendor does not have a schedule of vehicles covered under a Vendor automobile policy, then the policy may instead include both Symbol 8 "Hired Autos Only" and Symbol 9 "Nonowned Autos only". Vendor agrees to secure Symbol 1 "Any Auto" coverage as set forth herein prior to taking ownership of any vehicle, and prior to scheduling any vehicles under a Vendor automobile policy);

10.1.5. Network Security Liability with data breach coverage limits of \$1 million per occurrence and \$1 million in the aggregate.

10.2. Insurance Company Qualifications. Each company issuing policies required under Sections 10.1. must: (a) be licensed to transact business in the State of Florida; and, (b) have an AM Best Financial Strength rating of "A-" or above.

10.3. Acceptable Deductible Amounts. The policies required under Sections 10.1. and 10.2. shall not have deductibles in excess of \$100,000 per claim/occurrence. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of these policies. The payment of deductibles shall be the sole responsibility of Vendor.

10.4. Defense Costs. The limits of indemnity coverage required under Section 10.1. and 10.2. shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Section 10.1.5., Vendor may

alternatively maintain coverage with minimum limits of \$3 million per claim and \$4 million in the aggregate.

- 10.5. Loss History. Vendor shall provide, or Vendor shall request its insurer to provide, upon request by Citizens, a list of claims paid (with amounts) in the three years prior to the date of Citizens' request, together with a list of any outstanding claims with current reserves.
- 10.6. Vendor's Insurance is Primary. The insurance required under Section 10.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens' employee.
- 10.7. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 10. shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.
- 10.8. Waiver of Subrogation. The insurance required under Section 10. will include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.9. Coverage for Indemnity Obligations. The Commercial General Liability, Auto Liability, Umbrella Liability, and Professional Liability coverages will cover claims made under the indemnity provisions of this Agreement.
- 10.10. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability and Professional Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 10.11. Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Sections 10.1. and 10.2. The certificates for Commercial General Liability, Umbrella Liability and Professional Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

11. Contract Administration.

- 11.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. All legal notices and contractual documents shall be sent to the Contract Administrator in addition to the Citizens' Contract Manager named below. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management Office
301 West Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
Lori.Newman@citizensfla.com

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

- 11.2. Contract Managers. Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager

Cherie Hamilton
Citizens Property Insurance Corporation
301 West Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0628
Tera.Hamilton@citizensfla.com

Vendor's Contract Manager

Kenneth Tolson
Crawford & Company
5335 Triangle Parkway Northwest
Peachtree Corners, Georgia 30092
404-300-1206
Kenneth.Tolson@us.crawco.com

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

12. Agreement Termination; Transition Assistance.

- 12.1. Termination without Cause. By thirty (30) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed through the Termination Date but shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right.
- 12.2. Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. At Citizens' sole discretion before terminating this Agreement, when Citizens believes the Vendor is failing to perform this Agreement, Citizens shall notify the Vendor, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than ten (10) calendar days from receipt of the notice). If the Vendor does not correct its failure to perform within the time provided, and its failure is not legally excusable, Citizens may

thereafter notify the Vendor, in writing, that it considers the Vendor in default and may terminate this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 12.1.

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

12.3.1. to continue to provide Services as specified in this Agreement for indications previously assigned to Vendor and 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

12.3.2. immediately cease providing any Services for indications previously assigned to Vendor and 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 return or destroy all copies of Citizens' Confidential Information in its possession. Vendor shall have an obligation to discharge its duties upon termination regardless of the reason for the termination of the Agreement.

13. Disputes.

13.1. Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation. This section shall not apply if (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (b) the dispute is subject to another provision in this Agreement that includes a different dispute resolution process. For the sake of clarity, Citizens is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes.

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

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

14. Records; Audits; Public Records Laws.

- 14.1. Record Retention. Vendor shall retain all records relating to this Agreement for the longer of: (a) five (5) years after the termination of this Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.
- 14.2. Right to Audit Records. Citizens shall have reasonable access to Vendor's facilities and the right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this Section. Vendor shall cooperate with auditor(s) and, provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during the audit within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audit procedures to assess Vendor's corrective action(s). Any entity performing auditing services pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees and, documentary fees.
- 14.3. Public Records Laws. Vendor acknowledges that Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may be subject to disclosure to third parties.
 - 14.3.1. Protection of Vendor's Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of vendor's trade secrets and financial information. In order to protect any information provided to Citizens that vendor considers to be protected from disclosure under Florida law ("Vendors Confidential Information") Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.
 - 14.3.2. Responding to Request for Vendor Confidential Information. If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing, or electronically. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws then Vendor shall be solely responsible for defending its position, or

seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to indemnify and hold harmless any Citizens Indemnitee for any Claims, including attorneys' fees, costs, and expenses incidental thereto, incurred by Citizens in connection with this Section.

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

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

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

**INSURANCE CORPORATION, 2101 MARYLAND
CIRCLE, TALLAHASSEE, FL 32303.**

- 14.4. Vendor's Failure to Respond to Public Records Request. Vendor must comply with Citizens' request for records, including all documents, papers, letters, emails, or other materials in conjunction with this Agreement, within thirty (30) calendar days of Citizens' request. Vendor's failure to comply with Citizens request may be subject to penalties in accordance with Chapter 119.10, Florida Statutes. Vendor will hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 14.5. The provisions of this Section shall survive the termination of this Agreement.

15. Security and Confidentiality.

- 15.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; and, (c) protect against unauthorized access to or use of Citizens Confidential Information that could cause harm or inconvenience to Citizens or any customer of Citizens.
- 15.2. Implementation of NIST 800-53 Controls. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor agrees to implement the privacy and security controls that follow the guidelines set forth in NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time.
- 15.3. Audit of Vendor's Privacy and Security Controls.
- 15.3.1. Right of Audit by Citizens. Without limiting any other rights of Citizens herein, Citizens shall have the right to review Vendor's privacy and security controls prior to the commencement of Services and from time to time during the term of this Agreement. Such review may include Citizens' right, at its own expense and without notice, to perform (or have performed) an on-site audit of Vendor's privacy and security controls. In lieu of such an audit, Citizens may require Vendor to complete, within thirty (30) calendar days of receipt, an audit questionnaire provided by Citizens regarding Vendor's privacy and security programs.
- 15.3.2. Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls.
- 15.4. Use of Citizens' Systems. Where Vendor or Vendor Staff have access to Citizens' systems or technology provided by or through Citizens, in addition to the other safeguards required by this Section, Vendor and Vendor Staff shall not share user identifications and/or passwords with any other individual.

- 15.5. Data Encryption. Vendor and Vendor Staff will encrypt all electronic data and communications containing Citizens Confidential Information using a strong cryptographic protocol that is consistent with industry standards.
- 15.6. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens Confidential Information on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).
- 15.7. Data Export. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens Confidential Information outside of the United States.
- 15.8. Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).
- 15.9. Labeling of Confidential Information. Any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the information is confidential.
- 15.10. Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.
- 15.11. Transmission of Confidential Information Materials. In the event it is necessary to transport materials containing Citizens Confidential Information via mail, parcel delivery service or other means, Vendor Staff must subsequently verify that such materials have been received by the intended parties.
- 15.12. Disposal of Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third party shredding company is permissible).
- 15.13. Authority to Disclose Confidential Information to Others. Vendor acknowledges and agrees that any Citizens Confidential Information disclosed to or acquired by Vendor is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services. Vendor shall restrict access to Citizens Confidential Information to Vendor Staff who will actually perform Services and Vendor shall provide such Vendor Staff with work environments that protect against inadvertent disclosure to others. Vendor shall be solely responsible for informing any individual or entity with access to Citizens Confidential Information of the provisions of this Agreement and shall be responsible for any acts of those individuals and entities that violate such provisions.
- 15.14. Unauthorized Disclosure of Confidential Information. Vendor will notify Citizens as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of Citizens Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. Pursuant to Section 501.171, Florida Statutes, if Vendor maintains computerized data that includes

personal information, as defined in such statute, on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

- 15.15. Return of Confidential Information. During the term of this Agreement upon Citizens written request or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely. Notwithstanding the foregoing, Vendor shall be allowed to retain copies of the Citizens Confidential Information in accordance with its records retention and archival policies and as may be required by applicable laws or regulations.
- 15.16. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately inform Citizens in writing of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Agreement, at Citizens' sole election, at any time after the inability becomes known to Citizens.
- 15.17. Remedies. Vendor acknowledges that breach of Vendor's obligation of data security and confidentiality may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section, in addition to any other legal remedies which may be available, including, at the sole election of Citizens, the immediate termination, without penalty to Citizens, of this Agreement in whole or in part.
- 15.18. Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Confidential Information in connection with this Agreement.
- 15.19. The provisions of this Section shall survive the termination of this Agreement.

16. Miscellaneous.

- 16.1. Deliverable Ownership. Citizens will have the right, title and interest (including ownership and copyright) of all Work Product created during the performance of this Agreement.
- 16.2. Process and System Requirements. Within thirty (30) calendar days of execution of the Agreement, at its own cost and expense, Vendor shall have in place and ready for use all of the appropriate processes, systems, software, and hardware to ensure its ability to perform Services. Vendor agrees to execute any third party agreements to permit it to obtain access to Citizens' systems. Vendor shall provide Citizens with proof that it meets all of the requirements of this provision prior to performing Services.
- 16.3. Business Continuity and Disaster Recovery Plan. Vendor shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within thirty

(30) calendar days of execution of the Agreement, at its own cost and expense, Vendor shall provide to Citizens evidence and results of its tested business continuity/disaster recovery plan and annually thereafter by April 15th during the term of this Agreement.

- 16.4. Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.
- 16.5. Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 16.6. Non-Solicitation. Unless otherwise approved by Citizens, during the term of this Agreement, Vendor shall refrain from knowingly soliciting Field Inspectors retained to provide services to Citizens on behalf of other providers of services to Citizens.
- 16.7. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- Vendor shall not accept a gift from a Citizens policyholder in connection with the Services that is, or could be interpreted to be, intended to influence the handling of the policyholder's claim, or could be interpreted as an expression of gratitude for such an act.
- 16.8. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 16.9. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement.
- 16.10. Subcontracting. Vendor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Citizens' consent to Vendor's request to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under

this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.

- 16.11. Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 16.12. Headings. The sections and headings herein contained are for the purposes of identification only, and shall not be considered as controlling in construing this Agreement.
- 16.13. Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in disciplinary action, up to and including Agreement termination. Vendor may only use the approved Citizens logo, which is available for download at: <https://www.citizensfla.com/about/mediareources.cfm>.
- 16.14. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 16.15. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.
- 16.16. Modification of Terms. This Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens' acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.
- 16.17. Assignments. This Agreement shall inure to the benefits of, and be binding upon, the successors and assigns of each Party, but only as permitted under this

Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Vendor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Citizens.

- 16.18. Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor's ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require Citizens' prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 16.19. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 16.20. Force Majeure. Because of the nature of Citizens' business, Citizens requires that the Services be performed during or immediately after catastrophic events which might otherwise be considered force majeure. Therefore, Vendor acknowledges and agrees that force majeure will not constitute an excuse for non-performance of the Services as this Agreement and the Services are considered and designated as essential to Citizens' operations.
- 16.21. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.

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

CITIZENS PROPERTY INSURANCE CORPORATION

CRAWFORD & COMPANY

DocuSigned by:
Jay Adams
52091D0BF5B7478...

Signature

Jay Adams

Print Name

Chief of Claims

Title

9/13/2018

Date Signed

DocuSigned by:
Kenneth Tolson
54EE6A52CD98418...

Signature

Kenneth Tolson

Print Name

US President, Crawford Claims Solutions

Title

9/10/2018

Date Signed

DocuSigned by:
Steve Bitar
514584FBD9DE424...

Signature

Steve Bitar

Print Name

Chief of Underwriting
and Agency Services

Title

9/13/2018

Date Signed

Exhibit A – Field Inspection Services Best Practices



**FIELD INSPECTION
SERVICES
BEST PRACTICES**

2018



CITIZENS' MISSION, VISION & VALUES

Our Mission

To efficiently provide property insurance protection in Florida to those who are, in good faith, entitled to obtain coverage through the private market but are unable to do so, while also providing levels of customer service that are comparable to the standards of the private market.

Our Vision

As a government entity fulfilling a public purpose, *CITIZENS* aspires to provide insurance products and services that meet the needs of Florida property owners who are, in good faith, entitled to obtain coverage through the private market but are unable to do so. We strive to reduce the financial burden on all Floridians by being good stewards of the premium funds entrusted to us. In all that we do, we will conduct ourselves with the highest level of ethical behavior.

Our Values

In accomplishing our mission, we embrace the following values:

- **Public Service:** We support the private marketplace, providing quality service to our customers and being there when Florida policyholders need us
- **Integrity:** We embrace our values and code of ethics with pride
- **Respect:** We are polite, courteous and respect one another and those we serve
- **Responsiveness:** We provide quality service that meets the needs of our customers
- **Sound Judgment:** In every situation, we strive to do the right thing

PURPOSE & SCOPE

It is the goal of *Citizens Property Insurance Corporation (CITIZENS)* to deliver high quality customer service to our insureds, agents, vendors and the residents of Florida, by handling all of our inspections promptly and efficiently from the moment of dispatch through final resolution.

The purpose of these *CITIZENS' Field Inspection Services Best Practices Guidelines* is to provide an overview of the general principles and guidelines for receiving, evaluating, documenting and communicating *CITIZENS'* property inspections. As well, this document contains specific requirements for the operational performance of the *Field Inspection Services Program* vendors.

This document was established to provide a consistent methodology for the handling of *CITIZENS'* property inspections. Our goal is to provide high-quality customer service and accurate damage estimates for our insureds in their time of need. The application of any information contained in this document will depend on specific facts, circumstances and laws as related to the specific damages in question. Each and every inspection must be considered and handled on its own merit, in concert with these Field Inspection Best Practices.

This document is not intended to supersede any Local, State or Federal law or statute. In the event of a conflict, the Local, State or Federal mandate should be followed at all times.

Field Inspection Service Program Vendors may find themselves in situations in which these guidelines cannot be strictly applied. They are expected to evaluate and handle each inspection on its own merit.

CUSTOMER SERVICE EXPECTATIONS

It is *CITIZENS'* goal to deliver superior customer service. The program vendor will assist in this goal both through its own action and the requirements for the *Field Inspection Services Program*.

CITIZENS' customers include policyholders, agents, vendors, their representatives and the residents of Florida. *CITIZENS* expects prompt inspection handling from initial reporting through final resolution. The following guidelines should be followed:

- *Field Inspection Services Program* vendor representatives will be professional, courteous, appropriately groomed, dressed in the proper uniform or attire and be able to produce photo identification of themselves, if asked
- *Field Inspection Services Program* vendor representatives on all job sites, must be free at all times of alcohol, tobacco, drugs and illegal substances, firearms and any other items that could be considered unprofessional, inappropriate, offensive or hazardous in nature
- In accordance with the Agreement, the *Field Inspection Services Program* vendor must be in compliance with all local, state and federal laws, ordinances and regulations
- The customer is to be kept informed and their expectations clearly addressed throughout the life of each field inspection through preparation of an Estimate. This includes explaining the expected timeline for handling and concluding the services and evaluating the Estimate to completion. Prompt and timely response to any verbal or written inquiries, escalations and / or complaints is expected
 - Timely arrival is expected; however, should the *Field Inspection Services Program* vendor encounter a delay, the customer is to be notified of the reason and the revised ETA

Customer Service is reviewed and analyzed through surveys, file audits and onsite re-inspections to identify improvement opportunities and promote professional behaviors. Training and feedback with vendor staff to share such results is important to maintain our quality assurance standards.

PROCESS STEPS OF FIELD INSPECTORS

1. Field Inspector (FI) receives an Assignment from *CITIZENS* via:
 - a. Email

- b. Text
- c. Citizens' Estimating System (XactAnalysis)
- 2. FI utilizes a 3rd party Integration Software (IS) platform solution, approved by Citizens, during the inspection
 - a. IS platform is an application which makes simple determinations as to what measurements to document to calculate the damaged space
 - b. IS platform accepts and incorporates all photos taken at the time of the inspection
- 3. FI makes contact with the policyholder or representative
- 4. FI schedules the appointment for inspection with the policyholder/representative
- 5. FI documents inspection appointment in approved IS
- 6. FI conducts a comprehensive walkthrough inspection of damages
- 7. FI climbs roof surfaces, attic spaces, and/or crawlspaces
 - a. In the event the roof surface is deemed inaccessible by the FI, the Vendor must review and validate the Inspector's determination
 - b. Citizens should be notified in the event the Vendor agrees that the roof surface cannot be accessed. Citizens is to provide alternative means of the roof inspection to the Vendor
- 8. FI will only take required measurements which the IS platform determines to be appropriate and necessary
- 9. FI follows IS platform requirements for upload of all information required for a Xactimate Estimate
- 10. IS platform is separate from the CITIZENS Xactimate estimating software
- 11. FI must be licensed as an emergency adjuster in Florida through Florida Department of Financial Services.

PROCESS STEPS OF THE VENDOR XACTIMATE REVIEW PERSONNEL

- 1. All Xactimate estimates must go through a review process by the Vendor before submission of Xactimate Estimate to *CITIZENS*
 - a. All vendor resources involved with the Xactimate review process are expected to be Xactimate Level 2 Certification or higher
 - b. Authorization through Florida Department of Financial Services to provide adjusting services in Florida is required to review *CITIZENS'* estimates
- 2. A documented process for the return of *CITIZENS'* estimates may be asked for by *CITIZENS* to ensure timely return of Xactimate estimates
- 3. Vendor review personal must complete a thorough review of submitted information by the FI
 - a. To verify FI Documentation has been assimilated accurately into Xactimate Estimate
 - b. To verify measurements appear valid
- 4. The Vendor Xactimate review personnel are expected to make any revisions before submission to *CITIZENS*.

GENERAL PROGRAM ADMINISTRATION

Customer Contact / Response / Inspection Standards

- **Customer Contact Standards** – During customer contact, the Vendor, through its FI, should obtain all *measurements, notes, photographs*, and timestamps appropriately through the approved 3rd party IS, for communication into Citizens' XactAnalysis and:
 - Contact the Insured/Representative within one (1) calendar day of the Assignment
 - Perform site inspection within two (2) calendar days of the Assignment or when mutually agreed upon with the policyholder or representative, to obtain all Documentation needed by the IS.
 - Determine if any loss information / severity has changed since the original report by verifying the detailed facts, including date and time of loss
 - Convey any updates into the IS for incorporation into *XactAnalysis*
 - Explain the *Field Inspection Services Program's* handling process and anticipated timelines
 - Provide the *Field Inspection Services Program* vendor's contact information
 - Advise the customer to protect any chain-of-custody evidence for items with salvage or subrogation potential
 - If the *Field Inspection Services Program* vendor fails in their initial voice-to-voice attempt to contact the customer, they should continue to make every reasonable effort to make contact in a timely manner including, but not limited to the following:
 - Leave telephone voice mail messages
 - Text message or email as applicable
- **Follow-Up Contact** – One (1) calendar day response is required for all *Field Inspection Services Program* Vendor inquiries made via phone, letter, email or text message by the customer

Handling Additional Inspections In the event the FI is being requested to return to the customer's home to document damages not contained within the original inspection scope of damages:

- Photographs should support supplemental items
- A detailed note must be entered Xactimate outlining the additional handling by the
- The process of QA approval by Vendor will still need to be followed before being submitted to Citizens

Releasing Estimates - All Documentation will be provided to Citizens which forms the basis for the Estimate. Any requests to the FI regarding coverage determinations by the customer should be directed back to Citizens for appropriate handling.

Internal Resources / Communication—In the event that an inspection produces additional questions or issues based on photos or conversation with the customer, the FI should document via the IS the conditions. Citizens will then review and determine the best course of action based on the circumstances. The following are some areas which will be reviewed by Citizens and handled appropriately:

- Underwriting
- Special Investigation Unit (SIU)
- Recovery/Salvage
- Subrogation

- Loss Assessment
- Large amount of contents loss

External Resources – Any questions or concerns by the customer to employ additional resources should be directed back to Citizens for review and handling.

XactAnalysis – will be the communication conduit and document repository between the *Field Inspection Services Program* vendor and CITIZENS.

- All notes regarding:
 - Customer contact, planned inspection date and inquiries
 - Handling Adjuster interaction / communications
 - Estimate, inspection and any delays with rationale of the cause(s)
- Estimates / Photographs / Documents:
 - Are to be uploaded according to the referenced timelines and labeled appropriately
 - Customer documents, bids, receipts and other supporting correspondence should be uploaded and labeled appropriately

SCOPE

Citizens will make all decisions after the Field Inspection Services vendor has QA approved the FI's scope of damages and submitted to Citizens via XactAnalysis. Supporting photographs are to be imported with the *Xactimate* estimate. The Estimate should be well-documented with *Xactimate* Line Item Notes to support the scope rationale, where applicable.

Photographs - are used to record damage, or the condition of the property. Photographs should be clear, not blurry, be annotated, detailed and include:

- Date taken and by whom
- All available exterior elevations
 - Front elevation with address verification is the only requirement for condominium risks
- Verification of the risk address
- Support of the damages including damage close-up and room overviews
- Roof slopes and pitch for applicable causes of loss including:
 - Roof layers, drip edges, gutters, vents, jacks
- Any documentation from the customer such as invoices, estimates, photographs, Letter of Representation, HOA information, Additional Living Expenses, etc. should be photographed by the Inspector at the time at which it was presented. Inspector should also instruct the customer to submit all documents to Citizens to ensure timely review and appropriate handling

Contents - The Field Inspection Services vendor is required to document all items the customer provides at the time of the inspection. The process for the evaluation of the content items by Citizens should be conveyed and explained to the customer by the Inspector.

ADDITIONAL INFORMATION PROVIDED

Due to the nature and variables which surround each individual Catastrophe Response, CITIZENS reserves the right to provide additional estimating information to be assimilated into the *Field Inspection Services Program* vendor handling and submission of the estimate. This additional information can be provided at any point of time during the Catastrophe Response with the expectation all inspectors will be informed of the additional requirements.

CITIZENS' QUALITY ASSURANCE REINSPECTION PROCESS

CITIZENS' Staff Reinspectors / Auditors will conduct random *Field Inspection Services Best Practices* are being utilized appropriately

- **Customer Service / General Program Administration Reviews** – will be reviewed to identify behaviors and trends for:
 - Customer contact
 - Utilization of XactAnalysis notes and timestamps
 - Customer / FI interaction throughout the inspection process
- **Scope / Technical Estimate / Work-Product Reviews** - can occur with an onsite assessment at the customer's loss location or by desk audit. The QA review will address that services:
 - Are within reasonable and customary industry trade standards
 - Utilized appropriate Xactimate line items, pricing and components
 - In adherence to *CITIZENS' Field Inspection Services Best Practices*
- **Quality Assurance Reinspection Reports** – will be administered through a *Field Inspection Services Program* vendor administrator designee as the program liaison to the *Field Inspection Services Program*

Exhibit B – Applicant Background Review Guide

9/6/2017

Felony Offenses	Not Eligible				
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Assault		Not Eligible	Eligible	Not Eligible	Not Eligible
Battery (Not Involving Domestic Violence)		Not Eligible	Eligible	Not Eligible	Not Eligible
Battery Involving Domestic Violence		Not Eligible	Eligible	Not Eligible	Not Eligible
Battery of or Threatening a Law Enforcement Officer or Public Official in the Performance of His/Her Duties		Not Eligible	Eligible	Not Eligible	Not Eligible
Carrying a Concealed Weapon/Firearm		Not Eligible	Eligible	Not Eligible	Not Eligible
Contributing to the Delinquency or Dependency of a Child	Not Eligible				
Cruelty to Animals		Not Eligible	Eligible	Not Eligible	Not Eligible
Discharging Firearm in Public		Not Eligible	Eligible	Not Eligible	Not Eligible
Failure to Control or Report Dangerous Fire		Not Eligible	Eligible	Not Eligible	Not Eligible
False Personation or Impersonation of Law Enforcement Officer	Not Eligible				
Misdemeanor Offenses	Automatic Disqualifier	Conviction of Single	Conviction of Single	Conviction of any	Conviction of any

	Conviction of Single Misdemeanor Offense	Misdemeanor Offense Within Past 24 Months	Misdemeanor Offense greater than 24 Months	Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
False Reports to Law Enforcement/ False Fire Alarms	Not Eligible				
Firearms or Weapons Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible
Fraudulent Misrepresentation of Academic degree	Not Eligible				
Indecent Exposure		Not Eligible	Eligible	Not Eligible	Not Eligible
Insurance Crimes (Unfair Claim Settlement Practices, Twisting, or Churning)	Not Eligible				
Unnatural and Lascivious Acts	Not Eligible				
Perjury When Not in Official Proceeding	Not Eligible				
Prostitution Related Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible
Pornographic Display of Material to Minors	Not Eligible				
Sale, Importation, or Distribution of Controlled Substances (drugs); or Possession for Sale, Importation or Distribution		Not Eligible	Eligible	Not Eligible	Not Eligible
Stalking	Not Eligible				
Theft, Petit Theft, or Retail Theft/ Shoplifting	Not Eligible				
Misdemeanor Offenses	Automatic Disqualifier	Conviction of Single Misdemeanor	Conviction of Single Misdemeanor	Conviction of any Combination*	Conviction of any Combination*

	Conviction of Single Misdemeanor Offense	Offense Within Past 24 Months	Offense greater than 24 Months	of Two (or more) Misdemeanor Offenses in Past 5 Years	of Three (or more) Misdemeanor Offenses in Past 10 Years
Unlawful Interception or Reception of Law Enforcement Frequencies		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Placing, Throwing, or Discharging a Bomb		Not Eligible	Eligible	Not Eligible	Not Eligible
Voyeurism	Not Eligible				

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