



**TASK ORDER NO. 4 TO THE AGREEMENT FOR BUSINESS PROCESS
OUTSOURCING (BPO) - CALL CENTER SERVICES - CATASTROPHE ONLY
WITH DIRECT INTERACTIONS INC**

THIS TASK ORDER No. 4 (the "Task Order") is issued by CITIZENS PROPERTY INSURANCE CORPORATION ("Citizens"), whose principal address is 2101 Maryland Circle, Tallahassee, Florida 32303, and DIRECT INTERACTIONS INC ("Vendor") having its principal place of business at 3739 Balboa St. #191, San Francisco, California 94121. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Citizens and the Vendor agree to the following:

- I. **MASTER AGREEMENT.** This Task Order is directly related and is subject to the terms and conditions of Agreement No. 22-22-0005-04 between Citizens and Vendor (the "Master Agreement").
- II. **SCOPE OF WORK.** Citizens and Vendor agree that Services and any deliverables for this Task Order are set forth as follows:

Task Order Term	This Task Order shall be effective as of date of last signature. The end date for this Task Order will be the earlier of: (i) November 30, 2024; or, (ii) upon the completion of the Services set forth in this Task Order. This Task Order is subject to Citizens' right to early termination if Services are no longer required.
Citizens' Contact for Task	Jason Oliver Citizens Property Insurance Corporation 301 W. Bay Street, Suite 1300 Jacksonville, FL 32202 904-472-8847 jason.oliver@citizensfla.com
Vendor's Contact for Task	Matt Storey Direct Interactions Inc 3739 Balboa St. #191 San Francisco, CA 94121 206-603-8607 matt@directinteractions.com

<p>Scope of Work to be Performed by Vendor</p>	<p>This Task Order requires mock CAT testing of Vendor by routing of two hundred fifty (250) to three hundred fifty (350) mock CAT response calls, to verify the successful onboarding and training of Vendor Staff, routing of calls, and that reporting capabilities are in place. Vendor will use best efforts to achieve the Response Rate Service Level described in the Master Agreement but will not be held to the associated service credits for this mock CAT testing. Additionally, Citizens will not formally perform a quality review of the calls. Vendor will not be held to the Quality Assurance Minimum Standard and associated service credits for this mock CAT testing.</p> <ol style="list-style-type: none"> 1. Vendor Staff Requirements. Citizens will require a minimum of fifty (50) concurrent agents to be logged in (not to exceed fifty-five (55) agents) at all times during this exercise to handle mock CAT calls for four (4) hours. Five percent (5%) to ten percent (10%) of the volume will be Spanish calls and staffed by fluent speaking Spanish representatives. Citizens will compensate Vendor for up to seventy-five (75) agents to be trained for up to eight (8) hours each. 2. General Description of Services. Within seventy-two (72) hours of receiving a request from Citizens to activate Services, Vendor will provide Citizens with phone answering and customer services (included as part of the Services) as set forth herein. The following list of activities may apply to mock CAT response calls received: <ol style="list-style-type: none"> 2.1. file a first notice of loss in a non-production environment and answer simple claim related questions; 2.2. customization of messaging to callers placed on hold, including queue message capabilities (i.e., queue message when current call volumes are higher than average; when there are multiple callers in queue, etc.); updating of announcements and hold music, either those played to waiting callers or those played at the front end of each call; 2.3. store one hundred percent (100%) of call recordings for twelve (12) months, at a minimum, and make them available to Citizens immediately upon Citizens' request or destroy them at Citizens' request; 2.4. identify, route, and escalate calls back to Citizens or Citizens' designated third party, when necessary, as defined by Citizens; 2.5. provide bi-lingual (fluent in English and Spanish) Vendor Staff to handle a minimum of five percent (5%) of call volume with the ability to scale to up to ten percent (10%), the percentages requested could vary depending on the circumstances; 2.6. complete necessary tasks at first call resolution including any follow-up outgoing electronic and/or telephonic communications to agents or Citizens' staff, resulting from the Services;
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	<p>2.7. ensure compliance with Citizens' policies and procedures related to the Services, including providing timely communications of procedural changes to Vendor Staff. Procedural changes will be implemented within seventy-two (72) hours of the notice provided by Citizens, unless advised otherwise by Citizens; and,</p> <p>2.8. utilize call scripts, if provided by Citizens.</p> <p>3. Technical Requirements. In performing the Services, Vendor will comply with the following technical requirements:</p> <p>3.1. provide reporting frequency of thirty (30) minute interval reports, end of day reporting, or as needed, for all Call Center locations (both individually and in aggregate);</p> <p>3.2. create termination numbers; and,</p> <p>3.3. make call recordings available to Citizens, at Citizens' request, via a secured mechanism.</p>
Compensation	<p>The compensation to Vendor under this Task Order is based on the hourly rate of thirty-three U.S dollars and fifty cents (\$33.50) per Vendor Staff for training and agents logged in to handle calls as described in Exhibit E – Compensation Schedule to the Master Agreement. There will be an activation fee of five-thousand U.S. dollars (\$5,000.00). Total compensation for completion of Task Order 4 will not exceed thirty-five thousand U.S. dollars (\$35,000.00).</p>
Compensation Structure	<p>Vendor will be paid in accordance with terms of the Master Agreement and this Task Order for services rendered.</p>

III. Public Records Addendum. Vendor agrees that the Public Records Addendum attached hereto as Addendum 1 to Task Order No. 4, (the "Addendum") is hereby incorporated into this Agreement in order to address the public posting of this Task Order No. 4, and its disclosure to third parties.


Except when the Task Order specifically references the sections and paragraphs of the Master Agreement which are being superseded, in the case of a conflict of terms or provisions between the Master Agreement and any Task Order related to this Master Agreement, the Master Agreement shall take precedence. If a Task Order supersedes a portion of the Master Agreement, it shall be limited solely to that particular Task Order.

If a conflict exists, the non-conflicting portion(s) of the term or provision of the less controlling documents shall remain enforceable.

[Signature Page Follows]

Executed on the dates set forth below by the undersigned authorized representatives of the Parties to be effective as of the date of the last signature set forth below.


**CITIZENS PROPERTY
INSURANCE CORPORATION:**

Signature:  _____

Name: Jeremy Pope

Title: Chief Administrative Officer

Date: 6/14/2024

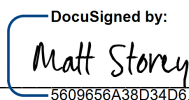
Signature:  _____

Name: Jennifer Montero

Title: CFO

Date: 6/16/2024

DIRECT INTERACTIONS INC:

Signature:  _____

Name: Matt Storey

Title: President

Date: 6/12/2024

ADDENDUM 1

PUBLIC RECORDS ADDENDUM

Company Name ("Vendor"): Direct Interactions Inc
Agreement Name/Number ("Agreement"): Agreement No. 22-22-005-04
Contract Document Covered By This Addendum: Task Order No. 4
Primary Vendor Contact Name: Matt Storey
Telephone: 206-683-8601
Email: matt@directinteractions.com

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

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

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

Vendor must select one (1) of the two (2) declarations below. If Vendor does not select one (1) of the two (2) declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) calendar days of Vendor's receipt of the fully executed Agreement, then without further notice to Vendor, Citizens may post the non-redacted version of the Agreement on its public website and may release it to any member of the public.

<u>Vendor Declaration:</u>
<input checked="" type="checkbox"/> Vendor WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor's full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor. Or <input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) calendar days of receipt of the fully executed Agreement. Citizens may post Vendor's Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.