



**AMENDMENT No. 2 to the  
AGREEMENT FOR INDEPENDENT ADJUSTING SERVICES – LITIGATED with  
CLAIMS QUESTIONS LLC**

---

This document hereby amends Agreement #17-17-0002-03 (the "Agreement") by and between **Citizens Property Insurance Corporation** ("Citizens") and **Claims Questions LLC**, ("Vendor") (collectively, the "Parties").

WHEREAS, Hurricane Harvey has caused a significant claim event in Texas, thereby reducing the availability of Adjusters in the market;

WHEREAS, Hurricane Irma poses a severe threat to the entire State of Florida, and is expected to cause significant claims activity for Citizens;

WHEREAS, the Agreement provides that Citizens may adjust pricing either up or down due to market conditions; and

WHEREAS, Citizens is seeking to temporarily increase rates payable under the Agreement in order to respond to increased market demand for Adjusters;

NOW, THEREFORE, for sufficient, good and valuable consideration, the Parties hereby agree to amend the Agreement as follows:

1. For the purposes of this Amendment, the following definitions apply:
  - 1.1. "Catastrophe Daily Rates" means the "Catastrophe Rates" for catastrophe deployment payable under the Daily Rates Table.
  - 1.2. "Daily Rates Table" means the first of four tables in Section 8.2. of the Agreement.
  - 1.3. "Non-Cat Daily Rates" means the "Rates" for non-catastrophe deployment payable under the Daily Rates Table.
2. This Amendment is effective September 4, 2017, (the "Amendment Effective Date").
3. The Parties agree to increase several rates in the Daily Rates Table as set forth in paragraph five (5) below, (the "Increased Daily Rates Table"), for Services provided on or after the Amendment Effective Date.
4. Non-Cat Daily Rates will revert to the rates set forth in Section 8.2. of the Agreement effective January 1, 2018. Catastrophe Daily Rates will revert to the rates set forth in Section 8.2. of the Agreement effective upon seven (7) days' prior written notice to Vendor's Contract Manager, (the "Reversion Notice"). The Parties will memorialize the Reversion Notice through an Amendment to the Agreement.
5. The Increased Daily Rates Table is provided as follows:

| Daily Rates   |          |                  |
|---|----------|------------------|
| Fee Type  | Rate     | Catastrophe Rate |
| Adjuster I  | \$630.00 | \$1,200.00       |
| Adjuster II, Pre-Suit Appraisal Adjuster, and Pre-Suit Mediation Adjuster | \$750.00 | \$1,425.00       |
| Litigation Administrator  | \$690.00 | \$1,310.00       |

6. Exhibit B of the Agreement is hereby replaced in its entirety to read as follows:

**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  |

| 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 |
|--|---|--|---|--|---|
| Failure to Control or Report Dangerous Fire  |   | Not Eligible   | Eligible  | Not Eligible   | Not Eligible  |
| False Personation or Impersonation of Law Enforcement Officer  | Not Eligible  |  |   |  |   |
| 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  |  |   |  |   |

| 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 |
|---|---|--|---|--|---|
| Theft, Petit Theft, or Retail Theft/ Shoplifting                  | Not Eligible  |  |   |  |   |
| 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.

The sections of the Agreement that are not expressly modified or replaced by this Amendment shall remain in effect pursuant to their terms. In the event that any of the provisions of the Amendment are inconsistent or conflict with any provisions of the Agreement, the inconsistent or conflicting provisions of this Amendment shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement.

\*\*\*\*\*

**THIS SPACE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE FOLLOWS**

\*\*\*\*\*

Each of the Parties hereby certify by their undersigned authorized representatives that they have read this Amendment and agree to be bound by its terms and conditions.

**CITIZENS PROPERTY INSURANCE**

**CORPORATION:**

*Jay Adams*

52091D08E587478

SIGNATURE

Jay Adams

TYPED NAME

Chief of Claims

TITLE

9/11/2017

DATE SIGNED

DocuSigned by:

*Steve Bitar*

514584FBD9DE424

SIGNATURE

Steve Bitar

TYPED NAME

Chief of Underwriting  
and Agency Services

TITLE

9/11/2017

DATE SIGNED

**CLAIMS QUESTIONS LLC:**

SIGNATURE

TYPED NAME

TITLE

DATE SIGNED

Each of the Parties hereby certify by their undersigned authorized representatives that they have read this Amendment and agree to be bound by its terms and conditions.

**CITIZENS PROPERTY INSURANCE CORPORATION:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE SIGNED

**CLAIMS QUESTIONS LLC:**

Rebecca Keiver Digitally signed by Rebecca Keiver  
DN: cn=Rebecca Keiver, o, ou,  
email=rebecca.keiver@gmail.com, c=US  
Date: 2017.09.13 16:24:07 -0400

\_\_\_\_\_  
SIGNATURE

Rebecca Keiver

\_\_\_\_\_  
TYPED NAME

Owner

\_\_\_\_\_  
TITLE

9.13.2017

\_\_\_\_\_  
DATE SIGNED