



TASK ORDER NO. 1 TO AGREEMENT # 17-16-0005-04

This Task Order No. 1 (the "Task Order"), is issued by **Citizens Property Insurance Corporation** ("Citizens"), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, FL 32309, and **Ernst & Young LLP**, ("Vendor"), having a place of business at 5 Times Square, New York, NY 10036. 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 subject to Agreement # 17-16-0005-04 between Citizens and Vendor (the "Master Agreement").
- II. **SCOPE OF WORK.** Citizens and Vendor agree that the Services and deliverables for this Task Order are set forth as follows:

Task Order Term	This Task Order shall be effective upon the date on which the last Party has executed this Task Order. The end date for this Task Order will be the earlier of September 14, 2018 or the date of completion of the Services.
Citizens' Contact for Task Order	John Fox Citizens Property Insurance Corporation 301 West Bay Street, Suite 1300 Jacksonville, Florida 32202 904-208-7621 John.Fox@Citizensfla.com
Vendor's Contact for Task Order	Jim Kremer Ernst & Young LLP 5 Times Square New York, New York 10036 630-360-1198 Jim.Kremer@ey.com

<p>Scope of Work to be Performed by Vendor</p>	<p>Vendor will perform consulting services related to preventative and detective controls concerning internal claims fraud, (the “Services”). Specific tasks that Vendor will perform as part of the Services are below. Specifically, Vendor will:</p> <ol style="list-style-type: none"> 1. request, obtain, and assess Citizens’ claims process and control information related to fraud prevention and detection, including documentation submitted by Citizens regarding the functional and/or technical capabilities of any products or services in use or being considered by Citizens for claim processing; 2. discuss proposed process and controls with Citizens’ leadership; 3. identify any gaps between Citizens’ proposed process and control solutions and industry leading practice; and, 4. validate initial findings and recommendations with Citizens’ leadership. <p>These non-attest procedures shall be performed in conformity with Statements on Standards for Consulting Services of the American Institute of Certified Public Accountants. The procedures will not constitute an audit, a review, an examination or any other form of attestation.</p>
<p>Deliverables</p>	<p>Project deliverables, delivered by Vendor to Citizens as part of the Services, for the Task Order are:</p> <ol style="list-style-type: none"> 1. verbal report and draft written report, completed within ten (10) calendar days of execution of this Task Order, unless otherwise mutually agreed upon by the Parties; and, 2. written recommendations, including a summary report of the findings, completed within fifteen (15) calendar days of execution of this Task Order, unless otherwise mutually agreed upon by the Parties.
<p>Key Personnel</p>	<p>The Services will be performed by Jim Kremer and team.</p> <p>Other personnel may be designated by Jim Kremer from time to time.</p>
<p>Compensation</p>	<p>Vendor will provide the Services at the hourly rates identified in the Agreement, by position, for a fee not to exceed seventeen thousand U.S. dollars (\$17,000). The compensation identified in this Section constitutes the Vendor’s sole compensation for the Services.</p>
<p>Travel</p>	<p>Travel will not be required for this Task Order.</p>

III. Any Other Details Related to the Completion of this Task Order:

1. Vendor's responsibility throughout this engagement will be to provide professional services and advice to assist Citizens. Decisions relative to procurements are the sole responsibility of Citizens.
2. Vendor will not identify, address or correct any errors or defects in Citizens computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. Vendor will not be responsible for any defect or problem arising out of or related to data processing in any Systems.
3. The Services are advisory in nature. Vendor will not render an assurance report or opinion under this Task Order nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the Services or any Reports will constitute any legal opinion or advice. Vendor will not conduct a review to detect fraud or illegal acts.

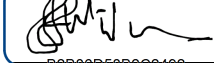
Except when the Task Order specifically references the Sections and paragraphs of the Master Agreement which are being superseded, in the case of a conflict of terms or provisions between the Master Agreement and this Task Order related to this Master Agreement, the Master Agreement shall take precedence. 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.

Citizens and Vendor certify by their undersigned authorized agents that they have read this Task Order and agree to be bound by its terms and conditions.

CITIZENS PROPERTY

INSURANCE CORPORATION:



SIGNATURE:

JOE MARTINS

PRINT NAME:

CHIEF INTERNAL AUDIT

TITLE:

8/22/2018

DATE:

ERNST & YOUNG LLP:



SIGNATURE:

JIM KREMER

PRINT NAME:

EXECUTIVE DIRECTOR

TITLE:

8/21/2018

DATE: