



**AMENDMENT NO. 2 to the
AGREEMENT for INDEPENDENT ADJUSTING SERVICES –
CATASTROPHE with TNT ADJUSTING & INSPECTION SERVICES INC.**

This document (the “Amendment”) hereby amends Agreement No. 18-18-0027-09 (the “Agreement”) by and between CITIZENS PROPERTY INSURANCE CORPORATION (“Citizens”) and TNT ADJUSTING & INSPECTION SERVICES INC. (“Vendor”) (collectively, the “Parties”).

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

1. Section 1, Definitions is hereby amended to add:

"Pre-Catastrophe Deployment" means a Desk Adjuster deployment that Citizens may require when preparing for a potential catastrophic event.

2. Section 5.4.3, Catastrophe Deployment is hereby replaced in its entirety with the following:

5.4.3. Catastrophe Deployment. Vendor will provide the requested number of Committed Adjusters for a Pre-Catastrophe or Catastrophe Deployment as follows. Citizens may require a Pre-Catastrophe Deployment or a Catastrophe Deployment at Citizens' sole discretion. The deployment notification will specify the start date for the deployment. If a Pre-Catastrophe Deployment or Catastrophe Deployment request is for Adjusters in excess of Vendor's Committed Adjuster Total, then Vendor will exercise its best efforts to fill the work assignment in excess of the Committed Adjuster Total. Pre-Catastrophe Deployment or Catastrophe Deployment may include deployment of Adjusters already deployed pursuant to Section 5.4.2.

5.4.3.1. Pre-Catastrophe Deployment. When preparing for a potential catastrophic event, Citizens may require Pre-Catastrophe Deployment of CAT Desk Adjusters and CAT Team Leads for up to seven (7) days. Pre-Catastrophe Deployments will not extend beyond the commencement of any Catastrophe Deployments for the event. No less than twenty-four (24) hours prior to the conclusion of the Pre-Catastrophe Deployment, Citizens will inform Vendor whether it requires continued deployment of Adjusters pursuant to a Catastrophe Deployment.

Once a Pre-Catastrophe Deployment Notification has been issued by Citizens, Vendor shall:

- a. reply to Citizens' communications regarding deployment within one (1) hour of receipt of the Deployment Notification (electronically or via other method of communication approved by Citizens);

- b. within eight (8) hours of receipt of Deployment Notification, provide Citizens (electronically or via alternative method designated by Citizens) a complete list of the names of Vendor's Adjusters that will be deployed to Citizens' designated location;
- c. ensure that all deployed Adjusters arrive at the specified location within seventy-two (72) hours of receipt of the Deployment Notification unless another timeframe is agreed to by the Parties in writing;
- d. ensure that all deployed Adjusters and required management and administrative support staff are available to provide Services for up to seven (7) days per week, ten (10) hours per day, including during non-Business Hours and Holidays; and,
- e. ensure deployed Adjusters transition to Catastrophe Deployment upon twenty-four (24) hour notice, unless another notice timeframe is agreed to by the Parties in writing.

5.4.3.2. Catastrophe Deployment. Citizens may require Catastrophe Deployment of Adjusters. Once a Catastrophe Deployment Notification has been issued by Citizens, Vendor shall:

- a. reply to Citizens' communications regarding deployment within one (1) hour of receipt of the Deployment Notification (electronically or via other method of communication approved by Citizens);
- b. within eight (8) hours of receipt of Deployment Notification, provide Citizens (electronically or via alternative method designated by Citizens) a complete list of the Vendor's Adjusters that will be deployed to Citizens' designated location. Unless otherwise required by Citizens, this must include the Adjusters deployed to Citizens on Pre-Catastrophe Deployment in accordance with the requirements above;
- c. ensure that all deployed Adjusters arrive at the specified location within seventy-two (72) hours of receipt of Deployment Notification unless another timeframe is agreed to by the Parties in writing; and,
- d. ensure that all deployed Adjusters and required management and administrative support staff are available to provide Services up to seven (7) days per week, twelve (12) hours per day, including during non-Business Hours and Holidays;

3. Section 8.2., Compensation Schedule is hereby replaced in its entirety with the following:

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. During a Catastrophe Deployment, 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. Where provided, the Catastrophe Rate applies to Services performed pursuant to a Catastrophe Deployment.

- 8.2.1. Compensation for Pre-Catastrophe Deployment. Citizens will provide a minimum of seven (7) days compensation for Pre-Catastrophe Deployments, as follows: for each CAT Desk Adjuster or CAT Team Lead deployed pursuant to a Pre-Catastrophe Deployment, Citizens will compensate Vendor at the corresponding Daily Rate outlined in Table 5 - Daily Rate Schedule below for a minimum of seven (7) days. This seven (7) day minimum will not apply if the Adjuster is deployed for less than seven (7) days due to reasons attributable to the Adjuster or Vendor. The Catastrophe Rate does not apply to Pre-Catastrophe Deployment.
- 8.2.2. Initial Compensation for Catastrophe Deployment of Field Adjusters. Citizens will provide additional compensation for Field Adjusters deployed in the first twenty-eight (28) days of Catastrophe Deployments for a catastrophic event, as follows: for each CAT Field Associate Adjuster or CAT Field Adjuster I deployed pursuant to a Catastrophe Deployment, Citizens will compensate Vendor for seven (7) days at the corresponding daily Catastrophe Rate outlined below, in addition to compensation provided at the applicable Table 1A - Catastrophe/Task Assignment Model Rate Schedule rate. However, if a Field Adjuster is deployed for less than seven (7) days due to reasons attributable to the Adjuster or Vendor, then such Adjuster is only eligible for compensation set forth in Table 1A - Catastrophe/Task Assignment Model Rate Schedule.
- 8.2.3. Flat Fee Compensation to Vendor for an Adjuster under this Agreement Needed for Preparation and Attendance as a Fact Witness for Testimony at a Civil Proceeding. Vendor will receive compensation for deployment of an Adjuster under this Agreement, whose participation is needed at a civil proceeding, in the same manner as day rates provided for adjusters for their time spent for preparation, attendance, or testimony at a proceeding directly related to work they performed on a Citizens' claim. ("Fact Witness Assignment"). A single non-contingent daily flat fee of \$525.00 will be paid for total preparation time ("Preparation Fee"), with a separate non-contingent daily flat fee of \$525.00 paid for travel to and attendance at a proceeding ("Attendance Fee").

The Fact Witness Preparation Fee (\$525.00) includes, but are not limited to, the following activities:

- receipt of the Fact Witness Assignment and on-going contact by telephone and email with Citizens and/or Citizens' Outside Counsel until the conclusion of the Fact Witness Assignment;
- updating Citizens and/or Citizens' Outside Counsel with all communications, documents and activities related to the Fact Witness Assignment;
- scheduling and correspondence with the subject(s) of the Fact Witness Assignment and/or their representative(s);
- review of the claim file and related material in advance of attendance or testimony (to include any meetings/preparation in association with Citizens' Outside Counsel); and;
- any other tasks not included above directly related to the Fact Witness Assignment

The Fact Witness Attendance Fee (\$525.00) includes, but are not limited to, the following activities. The Fact Witness Attendance Fee may be provided for multiple days to accommodate travel time in excess of one (1) day.

- time spent travelling to and from each proceeding;
- time spent testifying at each proceeding;
- if requested by Citizens and/or Citizens' Outside Counsel, a brief post testimony consultation; and;
- any other tasks not included above directly related to the Fact Witness Assignment.

Table 1A Catastrophe / Task Assignment Model Rate Schedule (Fee Based on Gross Claim Dollar Amount (GCA))		
Gross Claim Amount (GCA) means the lesser of the policy limits or the agreed cost to repair or replace before application of depreciation, deductible, or other applicable limits. (Not to exceed policy limits without written request and approval by Citizens.)		
GCA From	GCA To	GCA Fee
\$0.00	\$5,000.00	\$325.00
\$5,000.01	\$7,500.00	\$525.00
\$7,500.01	\$10,000.00	\$550.00
\$10,000.01	\$15,000.00	\$675.00
\$15,000.01	\$20,000.00	\$800.00
\$20,000.01	\$25,000.00	\$825.00
\$25,000.01	\$30,000.00	\$950.00
\$30,000.01	\$35,000.00	\$975.00
\$35,000.01	\$40,000.00	\$1,250.00
\$40,000.01	\$50,000.00	\$1,350.00
\$50,000.01	\$75,000.00	\$1,650.00
\$75,000.01	\$100,000.00	\$2,325.00
\$100,000.01	\$150,000.00	\$2,900.00
\$150,000.01	\$200,000.00	\$3,700.00
\$200,000.01	\$250,000.00	\$4,425.00
\$250,000.01	\$300,000.00	\$4,900.00
\$300,000.01	\$500,000.00	\$6,000.00
\$500,000.01	\$750,000.00	\$8,400.00
\$750,000.01	\$1,000,000.00	\$12,700.00
\$1,000,000.01	And up	1.0%

Table 1B Non-Catastrophe / MCM Rate Schedule (Fees Based on Gross Claim Dollar Amount (GCA))		
GCA From	GCA To	GCA Fee
\$0.00	\$2,500.00	\$725.00
\$2,500.01	\$5,000.00	\$850.00
\$5,000.01	\$10,000.00	\$975.00
\$10,000.01	\$15,000.00	\$1,150.00
\$15,000.01	\$25,000.00	\$1,300.00
\$25,000.01	\$35,000.00	\$1,500.00
\$35,000.01	\$50,000.00	\$1,825.00
\$50,000.01	\$75,000.00	\$2,600.00
\$75,000.01	\$100,000.00	\$3,500.00
\$100,000.01	\$150,000.00	\$4,100.00
\$150,000.01	\$200,000.00	\$5,300.00
\$200,000.01	\$250,000.00	\$6,500.00
\$250,000.01	\$300,000.00	\$7,200.00
\$300,000.01	\$500,000.00	\$12,000.00
\$500,000.01	\$750,000.00	\$18,000.00
\$750,000.01	\$1,000,000.00	\$24,000.00
\$1,000,000.01	And up	1.35%

Table 2 Sinkhole Fee Schedule (applicable for MCM Adjusters only)	
Fee Type	Rate
Flat Fee – Sinkhole Field Assignment: This fee applies to residential policies with full inspection comprehensively documenting all sinkhole related damages. The reporting requirements will be a narrative with activities, estimate of damages, recorded statement with insured, photos, and all supporting documentation. This is a per claim fee with the exception of claims involving Commercial Policies.	\$775.00

Table 3 Third Party Liability Fee Schedule – Field Task Assignments	
Fee Type	Rate
Flat Fee – Standard Liability Property Damage Claims	\$525.00
Flat Fee – Standard Liability Bodily Injury Claims	\$900.00

Time and Material - Complex Liability Cases (i.e., fatalities, catastrophic injuries, claims with multiple claimants or numerous witnesses) with advanced approval by Citizens' Contract Manager or designee.	This will be paid at the Time and Material Rates set forth in Table 7 below.
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Table 4 Miscellaneous Fee Schedule	
Fee Type	Rate
Inspection Fee With Damage	Use fees in Tables 1A and 1B
Claim Without Estimate: This fee applies when the insured elects to not proceed with the claim after assignment to a Vendor but prior to the initial inspection and before completing the inspection. The reporting requirement will be documented in the Claims Management System.	\$75.00
Additional Damage Requiring Inspection: This fee applies to losses that require an additional inspection for additional damages reported by the policyholder or their representative. This is not intended for an additional inspection resulting from an Adjuster's failure to properly complete the initial scope. (Example: a customer reports additional damage resulting from rains that occurred prior to having roof repairs completed).	\$50.00 plus any changes in fee resulting from revised GCA
Minimum Supplemental Fee: This fee applies if the calculation of a fee for supplemental assignment under the GCA-based schedules (Table 1A - Catastrophe/Task Assignment Model Rate Schedule and Table 1B - Non-Catastrophe/MCM Rate Schedule is less than this minimum amount, then this minimum amount should be invoiced.	\$175.00
Reassignment Fee: This fee applies when an initial assignment to the Adjuster was made in error and no inspection has occurred.	\$50.00
After Hours Assignment Fee: This fee applies for pre-approved tasks occurring outside of Business Hours.	\$50.00
Residential Obvious Total Losses: This fee applies for obvious total losses that require estimate by square footage of the slab or footprint due to the total destruction of the structure. This fee applies for Coverage A only. Table 1A - Catastrophe/Task Assignment Model Rate Schedule will apply for the cumulative GCA for any additional coverage lines and is in addition to this fee.	\$775.00
Mobile Home Obvious Total Losses: This fee applies to obvious total losses that require photos and an estimate by square footage due to the total destruction of the structure. This fee applies for Coverage A only. Table 1A - Catastrophe/Task	\$775.00

Assignment Model Rate Schedule will apply for the cumulative GCA for any additional coverage lines, and is in addition to this Fee.	
Additional Fee for Steep Roof: This fee applies for a steep roof which requires the use of a rope and harness. Prior approval by Citizens is required for this fee to apply.	\$175.00
Facility/Technology Charge: Vendor may be required pay this fee to Citizens for the use of its facilities, satellite, computer, data, internet, and phone usage, per day, when Vendor's staff is working in a Citizens' facility.	\$15.00
Third Party Water Mitigation Review: This fee applies to an assignment sent to a third party water mitigation company for a comparative review and estimate of a non-weather water loss claim. Applicable for all non-weather water assignments where the Adjuster has attempted to secure the comparative estimate from the third party water mitigation company.	\$100.00

Table 5 Daily Rate Schedule		
Fee Type	Rate	Catastrophe Rate
Associate Adjuster/CAT Field Associate Adjuster	\$400.00	\$600.00
Adjuster I/CAT Field Adjuster I	\$525.00	\$800.00
Adjuster II	\$625.00	\$950.00
Adjuster III	\$725.00	\$1,100.00
Team Lead I	\$625.00	\$950.00
Team Lead II	\$725.00	\$1,100.00
Team Lead III	\$850.00	\$1,275.00

Table 6 Quality Assurance File Auditor and Re-Inspector Daily Rate Schedule		
Fee Type	Rate	Catastrophe Rate
Quality Assurance File Auditor I	\$725.00	\$1,100.00
Quality Assurance File Auditor II	\$1,000.00	\$1,500.00
Quality Assurance Team Lead I	\$850.00	\$1,275.00
Quality Assurance Team Lead II	\$1,225.00	\$1,850.00

Table 7 Time and Material Rate Schedule	
Property files approved by Citizens for Time and Materials billing will not be eligible for a fee based upon GCA or Daily Rates. Time and Materials will be billed in accordance with the rates listed below. All files 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 (which shall be billed at seventy-five percent (75%) of the applicable hourly rate).	
Fee Type	Rate
Adjuster I	\$75.00
Adjuster II	\$75.00
Adjuster III	\$100.00
Quality Assurance Reinspector I	\$100.00
Quality Assurance Reinspector II	\$175.00
Clerical	\$25.00

Reimbursements	
Fee Type	Rate
<u>Vendor Staff Background Checks</u> : If Vendor purchases a background check in order to comply with the requirements of this Agreement, Vendor may submit the background check to Citizens for reimbursement. The submission for reimbursement must identify the subject of the background check and must verify the price paid. Reimbursement is limited to one background check per twenty-four month period per Vendor Staff member. Additionally, reimbursement is limited to one hundred twenty percent (120%) of the Committed Adjuster Total per twenty-four month period, unless otherwise determined by Citizens. A background check is not eligible for reimbursement unless the subject of the background check becomes or remains credentialed and approved by Citizens.	Not to Exceed \$100.00

4. Public Records Addendum. Vendor agrees that the Public Records Addendum attached hereto as Addendum 1 to Amendment No. 2 is hereby incorporated into this Agreement in order to address the public posting of this Amendment and its disclosure to third parties.

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.

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 below.

CITIZENS PROPERTY INSURANCE CORPORATION:

DocuSigned by:
Jay Adams
52091D0BE5B7478

SIGNATURE

Jay Adams

TYPED NAME

Chief Claims officer

TITLE

8/24/2020

DATE SIGNED

DocuSigned by:
Kelly Booten
7B9C7AA80097483...

SIGNATURE

Kelly Booten

TYPED NAME

Chief operating officer

TITLE

8/24/2020

DATE SIGNED

TNT ADJUSTING & INSPECTION SERVICES INC.:

[Handwritten Signature]

SIGNATURE

Daniel Turpin

TYPED NAME

Pres.

TITLE

08/14/2020

DATE SIGNED

ADDENDUM 1 PUBLIC RECORDS ADDENDUM

Company Name ("Vendor"): TNT Adjusting & Inspection Services, Inc.
Agreement Name/Number ("Agreement"): 18-18-0027-09
Contract Document Covered By This Addendum: Amendment No. 2
Primary Vendor Contact Name:
Telephone:
Email:

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 of the two declarations below. If Vendor does not select one of the two declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) 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 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 checked="" 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) 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.