Contract

THIS CONTRACT ("Contract") is made and entered into by and between the State of Florida Department of Financial Services, [redacted] Tallahassee, Florida 32399-0358 ("Department"), and Affiliated Computer Services, Inc. d/b/a Unclaimed Property Clearinghouse, [redacted] Boston, MA 02110 ("Contractor") on the last date executed below.

WHEREAS, the Department is charged with the administration and enforcement of the Florida Disposition of Unclaimed Property Act, Chapter 717, Florida Statutes; and

WHEREAS, holders of unclaimed property are located in all states and territories of the United States of America; and

WHEREAS, in order for the Department to properly administer the law and to enforce compliance with the law, it is necessary to seek compliance by unclaimed property holders ("holders") throughout the United States; and

WHEREAS, the Department determined that the utilization of one or more auditors for general ledger auditing, securities auditing, oversight of contractor-assisted self-audits, collection and delivery of unclaimed property, as it relates to unclaimed property held and owing by holders or by agent(s) thereof, is in the best interest of the Department; and

WHEREAS, the Department has determined, after evaluating the Contractor, that it would be in the best interests of the State to enter into a contract with the Contractor.

NOW, THEREFORE, in consideration of the foregoing covenants, the parties hereto agree as follows:

1. **Incorporation of Request for Contract Proposals Specifications and Proposal:** The terms and conditions of the **Request for Contract Proposals Specifications ("RCPS"),** (Exhibit One), including Attachment B, is incorporated by reference in this Contract as if fully rewritten herein with the exception of Section 5: Solicitation Instructions, Section 6: Contract, Section 7: Evaluation of Proposals, and Section 8: Submissions and Proposal Specifications. The provisions of paragraphs (1)(a) – (f) of Section 287.058, Florida Statutes are hereby incorporated by reference.

2. **Services to be Provided to the Department:**

2.1 Scope of Work: Contractor agrees to provide to the Department all services relating to the auditing, self-auditing, collecting and delivering of unclaimed property owing to the State of Florida as specified in Attachment B to the **RCPS**, incorporated by reference into this Contract, in a timely and professional manner.

2.2 Inspection and Approval of Goods and Services: Vendor's Rights Notwithstanding Section 215.422, Florida Statutes, the Department shall have thirty (30) days to inspect and approve the services received and sixty (60) working days for all other goods and services. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice based on a completed audit or self-audit is provided to the agency.

2.3 Inspection: The Department and the Auditor General shall have the right to send its employees into the offices of the Contractor or on location of any ongoing audit being performed by the Contractor during the normal business hours for inspection of any work performed under this contract.

3. Payment for Services Provided: The Department shall pay the Contractor in accordance with the provisions outlined in Attachment B.

4. It is a breach of contract for the Contractor to withhold a percentage in excess of the amount allowed under the contract when submitting the unclaimed property to the Department.

The Contractor shall remit an invoice reflecting payment or the agreed percentage withheld for a completed audit or self-audit to the Department upon the delivery of the property. The invoice shall be in sufficient detail for a proper pre-audit and post-audit thereof. Prior to receiving payment, the Contractor must make a representation to the Department that the general ledger audit, securities audit, and the oversight of a contractor-assisted self-audit, which ever is applicable, has been completed and that the holder has been informed in writing of its obligation to perform due diligence pursuant to Chapter 717, Florida Statutes.

The Department may require any other information from the Contractor that the Department deems necessary to verify any invoice received under the Contract.

The Contractor shall be responsible for all costs for products or services that the Contractor has authorized and incurred. Contractor shall be responsible for its travel expenses and shall not charge the Department for any such expense. The Contractor shall deduct its fee from the unclaimed property received from the holder.

The Contractor shall not receive a fee for any tangible unclaimed property recovered, remitted, or identified from a financial institution that was contained in a safe deposit box.

5. **State's Performance and Obligation to Pay:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

6. **Termination**

6.1 Termination for Cause: The Department reserves the right to immediately terminate the contract by providing written notice to the Contractor if the Department determines that any of the following have occurred:

1. The Contractor knowingly furnished any statement, representation, warranty, or certification in connection with the contract, which representation is materially false, deceptive, incorrect, or incomplete;
2. The Contractor fails to perform to the Department's satisfaction any material requirement of the contract or defaults in performance of the contract;
3. The performance of the contract is substantially endangered by the action or inaction of the Contractor, or such occurrence can be reasonably anticipated;
4. Contractor initiates a proceeding in any court, seeking liquidation, reorganization, debt arrangement, dissolution, winding up, appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such case or proceeding shall continue undismissed,

unstayed and in effect for a period of 60 consecutive days; or an order for relief shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

The Contractor retains the ultimate responsibility to ensure and guarantee the quality of work and services to be provided under the contract. The Contractor is fully and solely responsible for performing and completing the services specified herein to the satisfaction of the Department.

If the Department gives written notice of termination for the reasons set forth in subparagraphs (2) or (3) above, the Contractor shall have seven (7) days after receipt of said notice to remedy the failure or problems. If the Contractor fails to remedy the problem to the Department's satisfaction, the Department may order the Contractor to immediately stop all work. If the Contract is terminated for cause or unilaterally canceled by the Department, the Department shall be obligated only for the services actually provided prior to the date of notice of termination, less damages that may be assessed for nonperformance.

6.2 Contract Termination by Mutual Agreement: With the mutual agreement of both parties, the contract or any part of the contract may be terminated in writing on an agreed date prior to the end of the contract period without penalty to either party.

6.3 Termination for Convenience: The Department reserves the right to terminate the contract or any part of the contract at its convenience and to modify, reject, cancel, or stop any and plans and schedules of work in progress, if deemed in its best interest. The Department shall incur no liability for audits or self-audit services not yet completed if it terminates for convenience. The Contractor shall not be entitled to

recover any expenses, cancellation charges or lost profits. Written notification will be completed by the Department and sent to the Contractor via Certified U.S. Mail, Return Receipt Requested thirty days prior to the termination date.

6.4 Contractor's Responsibilities upon Termination: After receipt of a Notice of Termination, and except as otherwise specified by the Department, Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;

2. Complete performance of such part of the work as shall not have been terminated by the Department; and

3. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to the Contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

In the event the contract is terminated for any reason, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under the Contract shall be made available to and for the exclusive use of the Department. The products of the Contract shall be the sole and exclusive property of the Department upon completion or termination of the Contract. The Contractor shall deliver, without cost to the Department, copies of any and all materials pertaining to the contract.

In the event this Contract is terminated for any reason, the Department must receive the final invoice for payment for the completed general ledger audit, the completed securities audit, or the completed oversight of a contractor-assisted self-audit no more than ninety (90) days after the contract ends or is terminated; if the Contractor

fails to do so, all right to payment is forfeited and the Department will not honor any requests for payment received after the time period has elapsed. Any payments due under the terms of the Contract may be held until receipt and verification of all records and data due from the Contractor.

6.5 Termination of Authorization to Examine a Holder: Authorization to examine a holder shall be terminated by the Department if:

1. The Contractor or its employees or agents have violated or has induced the holder to violate any provision of Chapter 717, Florida Statutes.

2. The Contractor or its employees or agents have made a material misrepresentation or omission to the holder, an agent or employee of the holder, or to the Department.

3. The Contractor has breached the Contract between the Contractor and the Department.

4. The actions of the Contractor or its employees or agents are such that the good name, governmental reputation, or business reputation of the Department is damaged or may be damaged. Such actions include, but are not limited to, criminal acts, rude or boorish behavior in the presence of the holder or the holder's transfer agent or in communications to the holder or the holder's transfer agent, or unnecessarily confrontational conduct in the presence of the holder or the holder's transfer agent or in communications to the holder or the holder's transfer agent. Such violations shall also include the following actions identified in Appendix 5 to the **RCPS**. If the Department becomes aware that any one or more of the events or violations outlined in the above subparagraphs have occurred, the Department shall inquire into the matter. If there is

evidence that one or more events outlined in the above subparagraphs have in fact occurred, the Department shall terminate authorization to audit or oversee a self-audit the holder or the holder's transfer agent and the Contractor shall cease to conduct the audit or self-audit of the holder or the holder's transfer agent on behalf of the State of Florida.

The Department may subsequently: authorize the Contractor to continue the audit or self-audit upon terms and conditions satisfactory to the Department and the holder; authorize another Contractor to conduct the audit or self-audit; conduct the audit or self-audit itself using the Department's employees; or decide to refrain from auditing or overseeing a self-audit of the holder or the holder's transfer agent.

6.6 Cancellation of Contract - Public Access: This Contract may be unilaterally canceled by the Department for refusal by Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Contract.

7. Record Keeping: The Contractor shall keep records in sufficient detail that will enable the State to conduct a review on demand or an audit of the reports upon sufficient notice to the Contractor. The Contractor shall comply with the record access provisions of Chapter 119, Florida Statutes, and the record retention standards set forth in the Rules of the Department of the State, Division of Library and Information Services, Chapter 1B-26, Florida Administrative Code.

No record shall be destroyed without prior approval by the Department. Unless otherwise indicated by the Department, drafts and copies of original documents may be destroyed if the original final document is retained. Scanned paper documents may be

destroyed after the Department has obtained authorization from the Florida Department of State.

8. Negligent Act or Omission: The Contractor agrees to be liable for all claims, suits, judgments, or damages arising out of negligent or intentional acts or omissions of the Contractor, and its agents, and employees, in the course of the operation of the contract. The Contractor shall hold and save the State harmless for any and all suits and judgments against the State for personal injury or damage to real or tangible personal property caused by Contractor's tortious conduct in the performance of the contract provided that (a) the State promptly notifies Contractor in writing of any claim, and (b) Contractor shall be given the opportunity, at its option, to participate and associate with the State in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, Contractor shall have the sole control of the defense, trial and any related settlement negotiations, and (c) the State fully cooperates with Contractor in the defense of any claim. Nothing herein shall be construed, however, as waiving the Department's Eleventh Amendment immunity from suit.

9. Bond: Within forty-five (45) days of the execution of the contract, the Contractor shall provide the Department with a fidelity bond, financial guaranty bond, fidelity insurance or other financial guaranty from an entity licensed in the State of Florida which provides protection to the Department against theft, loss, or other illegal diversion of funds by the Contractor or its employees and agents in the amount of $100,000. The language and terms of the bond, insurance or other financial guaranty must be pre-approved by the Department.

10. Independent Contractor: In the performance of its contract with the Department, the Contractor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer or associate of the Department.

11. Waiver: The Department retains the exclusive right to waive interest and penalties or otherwise settle any unclaimed property dispute with any holder.

12. Indemnity Agreement: The Department may upon request of the holder enter into indemnity agreements with the holder pursuant to Section 717.1201(5), Florida Statutes, regarding the actual unclaimed property remitted to the Department.

13. Litigation: Decisions to engage in litigation with holders will be made on a case-by-case basis pursuant to a separate written agreement. The Contractor and its staff must be available to participate in any future judicial or administrative proceedings pertaining to the services provided pursuant to this Contract.

14. Lobbying and Integrity: The Department shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State

official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

15. Warranties: The Contractor covenants and warrants as follows:

1. It is lawfully organized and constituted under all federal, state, and local laws, ordinances, and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.

2. It is possessed of the legal authority and capacity to enter into and perform the contract.

3. It has been duly authorized to operate and do business in the State of Florida and all places where it will be required to conduct business under the contract; that it has obtained, at no cost to the State of Florida, all necessary licenses and permits required in connection with the contract; and that it will fully comply with all laws, decrees, labor standards, and regulations of its domicile and such other location where performance may occur during the term of the contract.

4. It has no present interest and shall not acquire any interest, which would conflict in any manner with Contractor's duties and obligations under the contract. The commodities and services rendered shall in all respects conform to, and function in accordance with, the specification and designs requested in the Scope of Work.

5. It has provided all notices required pursuant to AICPA Code of Professional Conduct (and particularly regarding AICPA Ethics rule ET Section 191.149) as to independence with respect to the client.

16. <u>Miscellaneous:</u>

16.1 Assignment: The Contractor shall not assign any interest in the contract or subcontract any of the work performed under the contract and shall not transfer any interest in the same without the prior written consent of the Department. The Contractor is responsible for ensuring that any affiliated companies and any subcontractors that are used in the audit or self-audit collectively possess sufficient training and experience to adequately perform the audit or self-audit. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Department expressly waives such secondary liability. The Department's rights, obligations and

interest in this Contract may be transferred in the event that the Department is transferred, moved or absorbed by another State of Florida entity.

16.2 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Florida. In all cases, venue shall be in Leon County, Florida.

16.3 Severability: If a court deems any provision of the Contract 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.

16.4 Contract Managers: [redacted] or any successor or designee, shall be responsible for enforcing the performance of this Contract and shall serve as liaison with Contractor. [redacted] Affiliated Computer Services, Inc. d/b/a Unclaimed Property Clearinghouse, [redacted] Boston, MA 02110, [redacted] or a successor or designee, shall be the contract manager for the Contractor. All notices must be given to the parties' Contract Managers. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier and shall be deemed received on the date received or the date of the certification or receipt.

16.5 Nondiscrimination and Compliance

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work. The Department shall consider the

employment by any contractor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, Florida Statutes.

16.6 Certification Required by Section 2.2 of Attachment B of the RCPS:

It is an inherent conflict of interest for Contractor to solicit, accept, or receive compensation from both a holder, or an agent of the holder, and the Department. Therefore, in any instance where Contractor is not able to provide the certification required by Section 2.1 of Attachment B to the RCPS when requesting authorization to conduct a general ledger and/or securities audit, Contractor shall describe in writing and in detail why the certification cannot be made, the nature of the relationship between Contractor and the holder, or the holder's agent, the nature of the services that Contractor has provided, and why Contractor's fiduciary duty of loyalty and to refrain from self-dealing and to act in the best interest of the State will not be compromised by Contractor as a whole. Upon receipt of this information, the Department will give consideration to Contractor's request for authorization.

17. **Entire Agreement:** This Contract, and attachments set forth the entire agreement of the parties. No verbal understanding between the parties that is at variance with the printed terms of this Contract and the attachments that in any way changes, modifies, deletes, or adds such terms or conditions shall be binding unless reduced to writing, made a part hereof, and signed by an authorized representative of both of the parties.

18. **Term of Contract and Renewal:** This Contract is for an initial term of three (3) years beginning on the date executed by the Department below. This Contract may be renewed once for a maximum of three (3) years. Any renewal of this Contract shall be contingent upon satisfactory performance evaluations by the Department and subject to the appropriation of funds for renewal periods. Any renewal shall be subject to the same terms and conditions as the initial contract. Costs for the renewal may not be charged.

The Department shall utilize the responses by holders to survey questions as a factor in the Department's determination whether to renew the contract. The Department shall issue the surveys randomly. Survey responses will be considered a public record. The holder survey is attached as Attachment E to the **RCPS.**

IN WITNESS WHEREOF the parties hereto have caused this Contract to be duly executed by their respective authorized representatives on the dates indicated below:

State of Florida

Department of Financial Services

By: [redacted]

Chief of Staff

Dated: 10/4/06

Contractor:

Affiliated Computer Services, Inc.

By: [redacted]

Sr. Vice President & Managing Dir.

Dated: 9-22-06

ATTACHMENT B

STATE OF FLORIDA

DEPARTMENT OF FINANCIAL SERVICES

DIVISION OF ACCOUNTING & AUDITING

REQUEST FOR CONTRACT PROPOSALS SPECIFICATIONS

FOR

IDENTIFICATION, AUTHORIZATION, GENERAL LEDGER AND/OR SECURITIES AUDITS, CONTRACTOR-ASSISTED SELF-AUDITS, COLLECTION AND DELIVERY OF UNCLAIMED PROPERTY
FOR THE STATE OF FLORIDA

DEFINITION SECTION 3
1.0 INTRODUCTION 4
1.1 Statement of Need 4
1.2 Purpose and Standards 4
2.0 SCOPE OF SERVICES 5
2.1 Identification –General Ledger and/or Securities Audit 5
2.2 Authorization –General Ledger and/or Securities Audit 6
2.3 Auditing –General Ledger and/or Securities Audit 7
2.4 Processing –General Ledger and/or Securities Audit 9
2.5 Collection –General Ledger and/or Securities Audit 10
2.6 Delivery –General Ledger and/or Securities Audit 10
2.7 Identification – Contractor-Assisted Self-Audit 12
2.8 Authorization – Contractor-Assisted Self-Audit 13
2.9 Audit – Contractor-Assisted Self-Audit 14
2.10 Processing – Contractor-Assisted Self-Audit 16
2.11 Collection – Contractor-Assisted Self-Audit 17
2.12 Delivery – Contractor-Assisted Self-Audit 17
3.0 DEPARTMENT RESPONSIBILITIES AND AUTHORITY 19
4.0 CONTRACTOR RESPONSIBILITIES 20
4.1 No Compensation from the Holder or Holder Transfer Agent 20
4.2 Off-site or On-Site Review and Audit 20
4.3 Audit Procedure Manual 20
4.4 Custodian 21
4.5 Consultations 21
4.6 Participation as Witness 21
4.7 Working Papers 21
4.8 Board Minutes 21
4.9 Services Specified 21
4.10 Bond 22
5.0 GENERAL PROVISIONS 22
5.1 Payment and Invoicing 22
5.2 Indemnity Agreement 23
5.3 Survey 23
5.4 Warranties of Contractor 23
5.5 Documents, Data, or Information Obtained by the Contractor 23
5.6 Termination of Authorization to Examine a Holder 24
APPENDIX ONE – CHAPTER 717, FLORIDA STATUTES
APPENDIX TWO – ELECTRONIC FILING INSTRUCTIONS
APPENDIX THREE – (NO TEXT)
APPENDIX FOUR – HOLDER SURVEY FORM
APPENDIX FIVE – STANDARDS OF CONDUCT
APPENDIX SIX – GENERAL AND FIELD WORK STANDARDS
APPENDIX SEVEN – PROCEDURES APPLICABLE TO STATE AUTHORIZED GENERAL LEDGER AND SECURITIES AUDITS AND CONTRACTOR-ASSISTED SELF-AUDITS CONDUCTED BY CONTRACTORS
APPENDIX EIGHT – CONFIDENTIALITY AGREEMENT
APPENDIX NINE – FLORIDA PROPERTY CODE AND DORMANCY TABLE
APPENDIX TEN – GENERAL LEDGER AUDIT CERTIFICATION

DEFINITION SECTION

A. "Custodian" means the entity that has been designated by the Contractor to serve as an intermediary repository for the unclaimed property due to the Department.
B. “Department” means the Office of the Chief Financial Officer or Department of Financial Services, Bureau of Unclaimed Property, or its successor.
C. "Holder" means a person, wherever organized or domiciled, who is: (a) In possession of unclaimed property belonging to another; (b) A trustee in case of a trust; or (c) Indebted to another on an obligation.
D. "Licensed Financial Institution" means any state or national bank, international banking entity or similar entity, trust company, savings bank, industrial savings bank, or any organization otherwise defined by law as a bank or banking organization located in the United States and includes a licensed securities dealer.
E. "Vendor" means the proposer.
F. "Contractor" means the successful Vendor(s).
G. “Renewal Period” means a three-year period following the initial three-year contract.
H. “Representation" means a certification (representation) that the report is in compliance with Chapter 717, FS, as provided by an official representative of the Contractor.
I. “Reportable Period” means the calendar year ending December 31 of each year.
J. “Reconciliation” means the determination by the Contractor regarding what unclaimed property is to be distributed to different states in the event that a review and audit is being conducted for the benefit of more than one state or the determination by the Contractor that the holder or holder’s transfer agent has remitted the proper amount and type of unclaimed property.
K. "Transfer Agent" means the entity that has been designated by the holder to serve as their representative to handle a certain stock transaction.
L. “Chapter 717, Florida Statutes” means the Florida Disposition of Unclaimed Property Act.
M. “Extenuating Circumstances” means acts of God, flood, fire, war or public enemy, provided the holder or holder’s transfer agent experiencing the force majeure condition provides written notification within a reasonable timeframe to the Contractor and takes all reasonable efforts to cure said condition.
N. “General Ledger and/or Securities Audit” means the examination and audit of the financial records of a holder, wherein the contractor takes physical custody of the records, either on-site or off-site, and performs a physical inspection/examination/audit of such records to determine whether the holder is in compliance with reporting and remitting all unclaimed property to the State. After the audit/examination process is completed, the contractor prepares the unclaimed property report in proper format, reviews it for accuracy and compliance, and forwards the report and remittance matching the report to the Department.
O. “Contractor-Assisted Self-Audit” means the contractor assists and/or oversees the process whereby a holder performs a general ledger and/or securities self-audit. Other than as provided in paragraph 2.9(h), the contractor does not take physical custody of the financial records of the holder and does not perform an examination or audit of those records. The contractor informs the holder of the requirements of the unclaimed property laws, details of the reporting requirements, provides the necessary information to the holder or holder’s agent regarding unclaimed property and the reporting process and provides other necessary guidance and assistance to the holder so that the holder can accurately perform the self-audit.

Upon the holder's completion of the self-audit and preparation of the unclaimed property report by the holder, the contractor reviews the report for completeness, proper format and compliance and forwards the report and remittance to the department once the report has been determined by the contractor to be complete, in proper format and in compliance with Chapter 717, Florida Statutes, and the duly promulgated rules of the Department.

1.0 INTRODUCTION

1.1 Statement of Need

Chapter 717, Florida Statutes ("FS"), provides that the Department of Financial Services, on behalf of the State of Florida, shall be responsible for the administration and enforcement of the "Florida Disposition of Unclaimed Property Act." In order for the Department to properly administer and enforce the law, it is necessary to seek reporting compliance from holders of unclaimed property throughout the United States of America. This reporting compliance will be enhanced by Contractor's performing one or more of the following: 1) a general ledger audit of the financial records of the holder for unclaimed property codes other than "SC" and "DM"**;** 2) A securities audit of the financial records of the holder for "SC" and "DM" unclaimed property codes; or 3) by overseeing a contractor-assisted self-audit procedure. The Contractor will be performing these services on behalf of the Department to audit for, locate, identify and deliver unreported unclaimed property which is past due along with identifying and reporting the owner information that is due the State of Florida. The Department has determined that the utilization of one or more Contractors in the identification, authorization, audit, oversight of a self-audit, collection and delivery of unclaimed property, as it relates to holders, is in the best interest of the Department. This Request for Contract Proposals Specifications (RCPS) deals with the identification, authorization, audit, oversight of a self-audit, collection, and delivery of unreported unclaimed property due the State of Florida under Chapter 717, FS, from holders whose principal place of business is in the United States of America.

1.2 Purpose and Standards

The purpose of this RCPS is to select and award a contract to Contractor(s) who can demonstrate the ability to provide the services stated in this RCPS. The Contractor(s) shall:

a) Possess the ability, qualifications, staff, and experience to provide the services described herein in a professional manner and to represent the Department with integrity and unquestionable ethics.
b) Possess the legal expertise and staff to interpret Florida laws relating to unclaimed property.
c) Possess the ability and staff to audit the records of holders of various types of unreported unclaimed property in a timely manner.
d) Possess the technical expertise, capability and staff to audit the records of a holder or its transfer agents in order to identify and determine the amount of unreported unclaimed property liability, and to verify the accuracy and completeness of said records.
e) Possess the ability and staff to audit the holder's records in a timely fashion without causing any disruption to the holder's regular business activities.

f) Possess the ability and staff to process the information pertaining to the holder's unclaimed property liability into a report, prepare and submit comprehensive and accurate reports, and to remit records on a database compatible with that of the Department.
g) Possess the technical capability to report and deliver the unclaimed property to the Department via an electronic media format acceptable to the Department.
h) Demonstrate that the custodian of the cash, stocks, and bonds due to the State of Florida is a federal or state licensed financial institution and that the custodian function is separate from the auditing and compliance function.
i) Possess security procedures in place to ensure that all holder records, and audit reports are kept secure and confidential.
j) Submit to the Department a procedure manual detailing the procedures and methodologies that will be used in the audit process and the contractor-assisted self-audit process (if the contractor intends to oversee self-audits) to determine and accurately report the holder's unclaimed property liability (Prior to approval, the Department may request that changes be made to the manual. The Department will not enter into a contract until the Contractor's proposed manual has been approved.).
k) Demonstrate that there will be no conflict of interest or any appearance of a conflict of interest.

2.0 SCOPE OF SERVICES

The specifications included in this section are intended to inform Vendors of the minimum expectations of the Department. Vendors may expand on the minimum requirements.

The Contractor shall locate persons and/or entities believed to be holding or in possession of property which is past due and is subject to the report and delivery to the State of Florida. The Contractor shall identify unclaimed property by (a) performing an audit of the financial records and supporting documents of holders to identify all categories of reportable past due property due to the Department in accordance with **Sections 2.1 through 2.6** or (b) overseeing a contractor-assisted self-audit for unreported unclaimed property liability due to the Department in accordance with **Sections 2.7 through 2.12**.

CONTRACTOR GENERAL LEDGER AND/OR SECURITIES AUDIT OF HOLDER

2.1 Identification –General Ledger and/or Securities Audit

The purpose of the General Ledger and/or Securities Audit pursuant to this RCPS is to utilize the resources of contracted auditors to physically inspect/examine/audit the financial records of holders of unclaimed property, who are not reporting unclaimed property, or who may not be reporting unclaimed property or who may be underreporting unclaimed property, to ensure compliance, regarding all property types, with the unclaimed property statutes of the State of Florida; to complete audit reports; and to file the properly-completed reports and remittance with the Department. The Contractor shall research and identify potential holders of unreported and under-reported unclaimed property, of all property types, that is past due. The Contractor shall determine whether the holder has previously reported unclaimed property to the

Department and the types of unclaimed property reported, if applicable. The Contractor shall identify the holder's state of incorporation and principal place of business. If the holder's state of incorporation and the principal place of business are in states other than Florida, the Contractor shall attempt to obtain authorization from those states' unclaimed property programs to participate in the audit of the holder's records when seeking authorization from the Department.

2.2 Authorization –General Ledger and/or Securities Audit

The Contractor shall obtain prior written authorization from the Department to conduct an audit of the financial records of each holder proposed for audit. Unless expressly stated to the contrary in the written authorization, for holders that have never reported unclaimed property to Florida, audit authorizations will only be approved for property which is past due. Property is past due if the property has reached its dormancy period and has not been reported and remitted to the Department as required by Chapter 717.117, F.S. Authorizations to conduct audits of holders of unclaimed property will only be approved, and fees will only be paid, for property that is past due as of the date the authorization to audit is granted by the Department. (By way of example, pursuant to Chapter 717.117, each year a holder must remit and report unclaimed property on or before April 30 for unclaimed property that reached its dormancy period during the preceding calendar year, or prior. If such property is not remitted and reported by April 30, it is past due. If the Department authorized an audit on September 30, 2006, the audit is only approved, and fees will only be paid, for property that reached its dormancy period during the 2005 calendar year and prior calendar years. By contrast, if the Department authorized an audit on January 30, 2006, the audit is only approved, and fees will only be paid, for property that reached its dormancy period during the 2004 calendar year and prior calendar years.)

Unless expressly stated to the contrary in the written authorization, for holders that have previously reported unclaimed property to Florida, audit authorizations, if approved, will only be approved for property that is one year or more past due.

For holders that have previously been audited for unclaimed property by the State of Florida, or on behalf of the State of Florida, authorizations to conduct audits will only be approved on a case by case basis.

The Contractor shall certify in writing that the Contractor has not, within 3 years before the date of the Contractor's request for authorization, had a business relationship with the holder.

The Contractor shall, at a minimum, provide to the Department the following information about the holder:

a) Names of all business entities (general ledger audit) or specific securities issues (securities audit) to be audited including subsidiaries and any affiliated companies whether or not they are subject to the audit.
b) Address (physical and mailing), contact person, and telephone number of the holder's principal place of business as determined by the latest annual report or filed Form 10-K or other such probative evidence.
c) Name, address, contact person, and telephone number of the holder's transfer agent, if applicable.

d) State(s) of incorporation of the holder and its subsidiaries and affiliated companies.
e) Scope of the audit. The Contractor shall indicate to the Department whether the scope will include a general ledger audit and a securities audit or whether the scope will include a general ledger audit only or a securities audit only.
f) A copy of any prior written agreements entered into between the Contractor and the holder within the last two years.

Upon receiving a written request from the Contractor, the Department will determine whether participation in the audit is in the best interest of the State of Florida and may provide full or partial authorization to proceed with the audit. The Department, in its sole discretion, may deny the request if the holder has been audited, is currently being audited, is scheduled for an audit, has reported unclaimed property to the Department previously, has been approved for a contractor-assisted self-audit, has requested to enter into a voluntary disclosure agreement with the Department, or if it would be in the best interest of the Department to conduct the audit using the Department's staff, another Contractor, or not conduct the audit of the holder. The granting of such authorization shall not give the Contractor the legal right to audit the holder to the exclusion of other Contractors or the Department. In the event that more than one Contractor under this RCPS seeks authorization to conduct an audit of the same holder covering the same unclaimed property and the same period of time, the audit shall be conducted by the Contractor who first obtained a written agreement with an authorized representative of the holder. A Contractor that has not completed five audits pursuant to RFP No. BF-01/2002-2003 will be limited to the maximum of five initial audits which must be completed and funds remitted to the Department before the Department will grant authorization for any additional audit(s) submitted by the Contractor.

The Department may direct the Contractor to conduct an audit of a holder's or its transfer agent's records.

2.3 Auditing –General Ledger and/or Securities Audit

After receipt of the written authorization letter from the Department, the Contractor shall schedule an opening conference with the holder within 90 days of the date of the Department's authorization letter. The Contractor shall notify the Department and the holder of the date and location of the opening conference at least 45 days prior to the conference or as otherwise agreed upon by the Contractor and the holder. Prior to the opening conference, the Contractor shall provide the holder with a copy of each of the following items:

a) Florida's Procedures for State Authorized Unclaimed Property General Ledger and Securities Audits and Contractors-Assisted Self-Audits Conducted by Contractors – **Appendix Seven**.
b) The recommended form for the confidentiality agreement – **Appendix Eight**.
c) The executed contract between the Department and the Contractor **– Attachment D**.

At the opening conference, the Contractor shall:

d) Identify the time period to be covered by the audit, the estimated length of time for the audit to be completed, and describe the general audit methods to be employed,

including sampling and estimation.

e) Identify, in writing, the Department's liaison to whom the Contractor is accountable, including their full name, title, address, telephone number, facsimile number, and e-mail address, and advise the holder that it is free to discuss the audit directly with the liaison at any time regarding allegations of misconduct, unethical behavior, or significant disagreement relating to legal authority.
f) Identify, in writing, the name of each state participating with whom the Contractor has a current and valid executed written agreement to audit and report unclaimed property. It is the option of the holder to provide the Contractor with records relating to unclaimed property belonging to states other than Florida.
g) Identify, in writing, each and every senior employee, representative, and agent who will participate in the audit and the approximate number of persons to be on-site at the holder's location if an on-site audit is to be conducted by the Contractor.
h) Explain the holder's right to dispute the audit findings as described in **Appendix Seven**.
i) Arrange for an on-site or off-site audit of records of all property types.
j) Fully disclose to the holder its fee arrangement with the Department.
k) Explain that the holder shall remit to the Contractor any unclaimed property identified during the audit as owing to the State of Florida unless the property consists of contents obtained from safe deposit boxes. The holder shall remit these contents directly to the Department.
l) Explain and describe the components of the audit, which will typically involve the following phases: basic corporate information gathering; how and where the records are to be produced; devising the audit program; obtaining and detailed testing of holder records; calculation of unclaimed property liability; and closing the audit.

The audit shall be conducted by the Contractor in accordance with this RCPS, the standards established by the Florida Statutes and the Florida Administrative Code.

The Contractor will use its best efforts to conclude the audit in the time frame set forth in the audit schedule provided at the opening conference. Extensions of the time frame to conduct the audit resulting from a scheduling conflict, providing records, and other factors may be accommodated by mutual agreement between the Contractor and the holder. The Contractor shall notify the holder and the Department whenever it intends to vary from the time frame presented to the holder at the opening conference.

The Contractor's off-site or on-site audit team shall be supervised by a member of the Contractor's staff who is or has:

a) Qualified to supervise the audit, as contemplated by Generally Accepted Auditing Standards, including General Standard #1 and Fieldwork Standard #1 **– Appendix Six**; and
b) A permanent member of the Contractor's staff (as contrasted with an employee hired only to perform the audit); and
c) At least 5 years of unclaimed property audit experience in the United States; or
d) At least 5 years of senior-level public accounting experience. "Senior Level" is

defined as at least 5 years of full-time public accounting experience. "Public accounting experience" is defined as performing tax, audit, management consulting or accounting work.

2.4 Processing –General Ledger and/or Securities *Audit*

The audit of the holder's records shall be completed within one year from the date of the Department's authorization letter unless there are extenuating circumstances that are entirely beyond the control and management of the Contractor and the holder. The Contractor shall prepare and submit monthly work-in-progress reports to the Department on each audit being conducted on behalf of the Department. These reports shall, at a minimum, include the following information:

a) Name of holder.
b) Federal Employer Identification Number.
c) Date of the opening conference with the holder.
d) Date of last contact with holder.
e) Audit period.
f) Records to be audited i.e. general ledger audit records or securities audit records, or both.
g) Status of the audit (i.e. records being reviewed, property delivered, etc.).
h) Any relevant comments regarding any unusual circumstances surrounding the audit, difficulties encountered thus far, or difficulties anticipated during the audit process.

During the audit of the records, the Contractor shall obtain the following owner information from the holder's or its transfer agent's records for the property due to the Department: name, address, taxpayer identification number, and date of birth of the owner, date of last contact, and account number. The Contractor shall work closely with the holder to obtain this owner information and the information contained in **Appendix Two**. Owner information must be maintained in compliance with Sections 119.072 and 717.717(8), and 717.1301, FS. If the owner information is not available, the Contractor shall document their efforts to obtain the information from the holder and provide a description of its efforts with the report. Reports from the Contractor with insufficient owner information will be reviewed and returned to the Contractor if the Department determines that the report does not contain sufficient owner information or sufficient documentation from the Contractor describing its efforts to obtain the owner information from the holder. If the Contractor cannot provide the owner information or acceptable justification for its failure to obtain such information to the Department, the Contractor shall refund its fee for the report to the Department upon notification.

Prior to receiving payment, the Contractor must complete the audit and make a representation to the Department that the report of the audit has been completed by the Contractor in accordance with the requirements of this RCPS, the standards established by the Florida Statutes and the Florida Administrative Code and that the holder has been informed in writing of its obligation to perform due diligence pursuant to Chapter 717, FS.

The Contractor, upon completion of the initial examination of the holder's records, must instruct the holder, and holder's transfer agent, if applicable, to file all future reports directly with the State of Florida, pursuant to Florida reporting requirements.

Florida will not pay a fee for subsequent reports where the principal/responsible company is examined for additional mergers, acquisitions or exchanges. Exceptions may be granted by the Department, in writing, on a case-by-case basis.

2.5 Collection –General Ledger and/or Securities Audit

The Contractor shall schedule a closing conference with the holder. The Contractor shall notify the Department and the holder of the date and location of the closing conference at least 45 days prior to the conference or as otherwise agreed upon by the Contractor and the holder. Prior to the closing conference, the Contractor shall provide a copy of the preliminary findings of the audit to the holder for its review.

All property received by the Contractor must either be deposited in an interest-bearing account earning current market rates or must be deposited in an account where earnings credits will be calculated at a market rate which is not less than that which would be earned in an interest bearing account. The interest earned shall be paid to the Department when the unclaimed property is remitted to the Department or earning credits may be provided as an offset against fees for services rendered if required by federal law. If the property consists of securities, bonds, or other related property, the Custodian shall keep such property in a physically secure location.

2.6 Delivery –General Ledger and/or Securities Audit

All property received by the Contractor or Contractor's agent must be turned over to the Department within 30 days of reconciliation or within 120 days of receipt, whichever occurs first. The failure to deliver unclaimed property to the Department within 30 days of reconciliation or 120 days after receipt shall result in additional accrued interest to be paid by the Contractor to the Department when the unclaimed property is remitted at the rate of 12 percent per annum beginning on the 31st day after reconciliation or the 121st day after receipt and shall accrue up to the date the unclaimed property is received by the Department.

The holder shall deliver all tangible property such as contents of safe deposit boxes directly to the Bureau of Unclaimed Property in Tallahassee. The Contractor shall not take custody of these items nor shall the Contractor invoice the Department for the value of such property, but shall instruct the holder to remit those items to the Department pursuant to Chapter 717.

GENERAL LEDGER AUDIT: Upon completion of the general ledger audit of each holder, the Contractor shall prepare and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate report that, at a minimum, includes:

a) The name and address of the holder.
b) The federal employer identification number of the holder.
c) A listing of property types with the amounts to be reported for each.
d) A total of the amounts to be reported.
e) The audit period.
f) A narrative summarizing the audit findings; and
g) Other relevant comments regarding issues that have arisen or are expected to arise

within the course of the audit process.

SECURITIES AUDIT: Upon completion of the securities audit of each holder or holder transfer agent, if securities are to be reported, the Contractor shall prepare and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate report that, at a minimum, includes:

a) Name of security.
b) Class of security.
c) CUSIP number.
d) Description of security.
e) Number of shares for each issue.
f) Maturity date and interest, as applicable.
g) Market value at receipt by the Contractor, as applicable; and
h) Other relevant comments regarding issues that have arisen or are expected to arise during the course of the securities review process.

SAFE DEPOSIT BOX. Upon completion of the audit of each holder, if the contents of a safe deposit box is to be reported, the Contractor shall prepare and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate report that, at a minimum, includes:

a) The total number of safe deposit boxes reported.
b) The box owner's (renter) name and address.

FINAL REPORT FORMAT. Upon completion of the audit of each holder, the Contractor shall prepare and provide to the Department a report via an electronic medium in the format listed in **Appendix Two** as modified from time to time by the Department. The report shall be comprehensive and accurate and includes all information listed in **Appendix Two.** The securities shall be transferred via Depository Trust Corporation ("DTC") to the Department's stock custodian. A separate record shall be created for each reported property type for each owner or each separate securities issue belonging to the same owner.

WRITTEN AGREEMENT(S). The Contractor shall provide a copy of any written agreement(s) between the holder and the Contractor that were executed during the audit period when submitting the final report to the Department.

GENERAL LEDGER CERTIFICATION. The contractor shall execute and submit the General Ledger Certification, **Appendix Ten**. Payment is contingent upon compliance with:

a) The general ledger audit requirements of the Request for Contract Proposals Specifications for Identification, Authorization, General Ledger and/or Securities Audits, Contractor-Assisted Self-Audits, Collection and Delivery of Unclaimed Property for the State of Florida, Attachment B; and
b) The general ledger audit requirements of the Procedures Applicable to the State Authorized Unclaimed Property General Ledger and Securities Audits and Contractor-

Assisted Self-Audits Conducted by Contractors - Florida's Department of Financial Services, October 2005, Appendix Seven; and

c) The execution and the submission the General Ledger Certification to the Department.

Any contractor who fails to comply with these requirements or fails to submit a duly executed General Ledger Certification may only retain a fee of **6%**. If the contractor has retained a fee in excess of **6%**, the contractor must reimburse the Department within 30 days of the Department's request for reimbursement. The Contractor's work papers must be submitted to the Department within 30 days of the Department's request.

INVOICE. The Contractor shall remit an invoice for a completed audit to the Department upon the delivery of the property. The invoice shall contain sufficient detail for a proper pre-audit and post-audit thereof. The Invoice shall contain, at a minimum, the following information: holder name, holder's address, holder's federal employer identification number, holder's state of incorporation, cash value for each property type, the Contractor's fee for each property type (netted from cash value), net cash value, and amount remitted. In addition to the above, securities audit invoices should also include the CUSIP number, Number of shares and the billable share value.

The Contractor shall retain a fee for a general ledger and/or securities audit of the financial records of a holder as follows:

a) Up to **15%** for all unclaimed property codes, as found in **Appendix 9,** other than "SC" and "DM"; and

b) Up to **9%** for all "SC" and "DM" unclaimed property codes as found in **Appendix 9;**

Unless the Department and contractor agree, in writing, to a different fee on a case-by-case basis.

CONTRACTOR-ASSISTED SELF-AUDIT OF A HOLDER

2.7 Identification – Contractor-Assisted Self-Audit

The purpose of the Contractor-Assisted Self Audit is to utilize the resources of contracted auditors to assist the Department in the outreach, education and notifying of potential holders of unclaimed property (that have never reported to the State of Florida) regarding the subject of unclaimed property and of the holders' obligation to file unclaimed property reports and remit unclaimed property to the Department; to assist holders in becoming familiar with the reporting requirements and processes; to assist the holders in properly and accurately completing their reports; and to file the properly-completed reports and remittances with the Department. The Contractor shall research and identify potential holders of unreported unclaimed property that is past due. The Contractor shall determine whether the holder has previously reported unclaimed property to the Department and the types of unclaimed property reported, if applicable. The Contractor shall identify the holder's state of incorporation and principal place of business.

2.8 Authorization – Contractor-Assisted Self-Audit

The Contractor shall contact or solicit holders who have never reported unclaimed property to the State of Florida to participate in the contractor-assisted self-audit. If a holder agrees to participate in the self-audit, the Contractor shall request and obtain prior written authorization from the Department to oversee a contractor-assisted self-audit to be conducted by a holder. Unless expressly stated to the contrary in the written authorization, contractor-assisted self-audit authorizations will only be approved for property which is past due. Property is past due if the property has reached its dormancy period and has not been reported and remitted to the department as required by Chapter 717.117, F.S. Authorizations to conduct audits of holders of unclaimed property will only be approved, and fees will only be paid, for property that is past due as of the date the authorization to audit is granted by the Department. (By way of example, pursuant to Chapter 717.117, each year a holder must remit and report unclaimed property on or before April 30 for unclaimed property that reached its dormancy period during the preceding calendar year, or prior. If such property is not remitted and reported by April 30, it is past due. If the Department authorized an audit on September 30, 2006, the audit is only approved, and fees will only be paid, for property that reached its dormancy period during the 2005 calendar year and prior calendar years. By contrast, if the Department authorized an audit on January 30, 2006, the audit is only approved, and fees will only be paid, for property that reached its dormancy period during the 2004 calendar year and prior calendar years.)

The Contractor shall certify in writing, signed by the Contractor and the holder, that the Contractor has not, within 3 years before the date of the Contractor's request for authorization, had a business relationship with the holder.

The Contractor shall provide written justification and a contractor-assisted self-audit plan to the Department for the contractor-assisted self-audit to be conducted by a holder, or both. The Contractor must submit a copy of any executed written agreement for the contractor to conduct a contractor assisted self-audit with the holder, or both, with the authorization request prior to the commencement of the contractor-assisted self-audit of the records of the holder that includes the following information:

a) Name, address (physical and mailing), contact person, and telephone number of the holder's principal place of business as determined by the latest annual report or filed Form 10-K or other such probative evidence.
b) Names of all business entities to be included in the contractor-assisted self-audit audited including subsidiaries and any affiliated companies whether or not they are subject to the contractor-assisted self-audit.
c) Name, address, contact person, and telephone number of holder's transfer agent, if applicable.
d) Property types to be included in the contractor-assisted self-audit.
e) Scope of the contractor-assisted self-audit; and
f) Statement that clearly states that the Contractor represents the Department and the contractor-assisted self-audit is being conducted on behalf of the Department.

If the holder has agreed to the contractor-assisted self-audit but has refused to enter into a written agreement, the Contractor shall provide the Department with the information identified above with the authorization request.

Upon receiving a written request from the Contractor, the Department will determine whether participation in the contractor-assisted self-audit is in the best interest of the State of Florida and may provide full or partial authorization to proceed with the contractor-assisted self-audit. The Department, in its sole discretion, may deny the request if the holder, is currently being audited or is performing a contractor-assisted self-audit, has reported unclaimed property to the Department previously, has been approved for a contractor-assisted self-audit, has requested to enter into a voluntary disclosure agreement with the Department, if the Department has decided to discontinue the contractor-assisted self-audit process, or if it would be in the best interest of the Department to conduct the holder self-audit using the Department's staff, another Contractor, or not conduct the contractor-assisted self-audit of the holder. The granting of such authorization shall not give the Contractor the legal right to conduct a contractor-assisted self-audit of the holder to the exclusion of other Contractors or the Department. In the event that more than one Contractor under this RCPS seeks authorization to conduct a contractor-assisted self-audit of the same holder covering the same unclaimed property and the same period of time, the contractor-assisted self-audit shall be conducted by the Contractor who first obtained a written agreement with an authorized representative of the holder.

2.9 Audit – Contractor-Assisted Self-Audit

After receipt of written authorization from the Department, the Contractor shall, within 90 days:

Conduct an opening conference with the holder, or

Conduct a opening teleconference with the holder, or

Provide an orientation/overview/instructions packet to the holder.
(All materials/information/instructions given by the Contractor to the Holder shall be approved in advance by the Department. Once approved, no changes shall be made by the Contractor to this material/information/instructions without prior approval by the Department.)

The Contractor shall provide the holder with a copy of each of the following items:

a) Florida's Procedures for State Authorized Unclaimed Property General Ledger and Securities Audits and Contractors-Assisted Self-Audits Conducted by Contractors – **Appendix Seven**.
b) The executed contract between the Department and the Contractor.

The Contractor shall:

c) Identify the time period to be covered by the contractor-assisted self-audit, the estimated length of time for the audit to be completed, and describe the general methods to be employed, including sampling and estimation.
d) Identify, in writing, the Department's liaison with the Contractor, including their full

name, title, address, telephone number, facsimile number, and e-mail address; and advise the holder that the holder is free to discuss the audit directly with the liaison at any time regarding allegations of misconduct, unethical behavior, or significant disagreement relating to legal authority.

e) Identify, in writing, each and every senior employee, representative, and agent of the Contractor who will participate and be available to assist the holder in the contractor-assisted self-audit, including those who will review the holder's audit report, unclaimed property report and file the holder's report and remittance with the Department.
f) Fully disclose to the holder the Contractor's fee arrangement with the Department.
g) Explain that the holder shall report and remit to the Contractor any unclaimed property identified during the contractor-assisted self-audit that is owed to the State of Florida (unless the property consists of contents obtained from safe deposit boxes, which shall be remitted directly by the holder to the Department).
h) Explain the responsibilities of the contractor in the contractor-assisted self-audit process, which will typically involve the following phases: 1) the contractor will gather and document basic corporate information; 2) the contractor will review the financial statements in order to advise the holder of the types of property to be included in the contractor-assisted self-audit; 3) the contractor will review the self-audit analysis prepared by the holder; 4) the contractor will assist in the preparation of the unclaimed property report; and 5) the contractor will prepare a final report to close the contractor-assisted self-audit; and 6) that the contractor will review the holder's final report, and submit the final report and remittance to the Department.
i) Explain to the holder that participation in the contractor-assisted self-audit does not exempt the holder from being audited in the future if the Department deems an audit is warranted.

Oversight of the contractor-assisted self-audit shall be conducted by the Contractor pursuant to this RCPS, standards established by the Florida Statutes and the Florida Administrative Code.

The Contractor will use its best efforts to educate, advise, and assist the holder to conduct and conclude the contractor-assisted self-audit audit in the time frame set forth in the schedule provided at the outset of the audit. Extensions of the audit periods resulting from a scheduling conflict, providing records, and other extenuating factors may be accommodated by mutual agreement between the Contractor and holder, if approved by the Department. The Contractor shall notify the holder and the Department whenever it intends to vary from the procedures presented to the holder during the opening conference and/or contained in the orientation packet.

The Contractor's self-audit team shall be supervised by a member of the Contractor's staff who is or has:

a) Qualified to supervise the contractor-assisted self-audit, as contemplated by Generally Accepted Auditing Standards, including General Standard #1 and Fieldwork Standard #1 – **Appendix Six**; and
b) A permanent member of the Contractor's staff (as contrasted with an employee hired

only to perform the contractor-assisted self-audit); and

c) At least 5 years of unclaimed property field review and audit experience employed by a state in the United States; or
d) At least 5 years of senior-level public accounting experience. "Senior Level" is defined as at least 5 years of full time public accounting experience. "Public accounting experience" is defined as performing tax, audit, management consulting or accounting work.

2.10 Processing – Contractor-Assisted Self-Audit

The contractor-assisted self-audit of the records of the holder shall be completed within one year from the date of the Department's authorization letter unless there are extenuating circumstances that are entirely beyond the control and management of the Contractor and the holder. The Contractor shall prepare and submit monthly work-in-progress reports to the Department on each contractor-assisted self-audit being conducted on behalf of the Department. These reports shall, at a minimum, include the following information:

a) Name of holder and holder's transfer agent, if applicable.
b) Federal Employer Identification Number.
c) Date of the opening conference with the holder.
d) Date of last contact with holder.
e) Contractor-assisted self-audit period.
f) Property types to be identified in the contractor-assisted self-audit.
g) Status of the contractor-assisted self-audit.
h) Any relevant comments regarding any unusual circumstances surrounding the contractor-assisted self-audit, difficulties encountered thus far, or difficulties anticipated to arise during contractor-assisted self-audit process.

During the review and analysis of the contractor-assisted self-audit reports provided by the holder, the Contractor shall determine if the following owner information is available from the records of the holder for the property due to the Department: name, address, taxpayer identification number, and date of birth of the owner, date of last contact, and account number. The Contractor shall work closely with the holder to obtain this owner information and the information contained in **Appendix Two**. Owner information must be maintained in compliance with Sections 119.072 and 717.717(8), and 717.1301, FS. If the owner information is not available, the Contractor shall document their efforts to obtain the information from the holder and provide a description of its efforts with the report. Reports from the Contractor with insufficient owner information will be reviewed and returned to the Contractor if the Department determines that the report does not contain sufficient owner information or sufficient documentation from the Contractor describing its efforts to obtain the owner information from the holder**.** If the Contractor cannot provide the owner information or acceptable justification for its failure to obtain such information to the Department, the Contractor shall refund its fee for the report to the Department upon notification.

Prior to receiving payment, the Contractor must make a representation to the Department that the report of the contractor-assisted self-audit has been completed by the holder in

accordance with the requirements of this RCPS, the standards established by the Florida Statutes and the Florida Administrative Code and that the holder has been informed in writing of its obligation to perform due diligence pursuant to Chapter 717, FS.

The Contractor, upon completion of the initial examination of the holder's records, must instruct holder or holder's transfer agent to file all future reports directly with the State of Florida, pursuant to Florida reporting requirements. Florida will not pay a fee for subsequent reports where the principal/responsible company is examined for additional mergers, acquisitions or exchanges.

2.11 Collection – Contractor-Assisted Self-Audit

The Contractor shall schedule a closing conference or teleconference with the holder**.** The Contractor shall notify the Department and the holder of the date and location of the closing conference or teleconference at least 45 days prior to the conference or as otherwise agreed upon by the Contractor and the holder.

All property received by the Contractor must either be deposited in an interest-bearing account earning current market rates or must be deposited in an account where earnings credits will be calculated at a market rate which is not less than that which would be earned in an interest bearing account. The interest earned shall be paid to the Department when the unclaimed property is remitted to the Department or earning credits may be provided as an offset against fees for services rendered if required by federal law. If the property consists of securities, bonds, or other related property, the Custodian shall keep such property in a physically secure location.

2.12 Delivery – Contractor-Assisted Self-Audit

All property received by the Contractor or Contractor's agent must be remitted over to the Department within 30 days of reconciliation or within 120 days of receipt, whichever occurs first. The failure to deliver unclaimed property to the Department within 30 days of reconciliation or 120 days after receipt shall result in additional accrued interest to be paid by the Contractor to the Department when the unclaimed property is remitted at the rate of 12 percent per annum beginning on the 31st day after reconciliation or the 121st day after receipt and shall accrue to the date the unclaimed property is received by the Department.

The holder shall deliver all tangible property such as contents of safe deposit boxes directly to the Bureau of Unclaimed Property in Tallahassee. The Contractor shall not take custody of these items nor shall the Contractor invoice the Department for the value of such property but shall instruct the holder to remit those items to the Department pursuant to Chapter 717.

GENERAL LEDGER SELF-AUDIT REPORT. Upon completion of the contractor-assisted self-audit of each holder, the Contractor shall prepare and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate report that, at a minimum, includes:

a) The name and address of the holder.
b) The federal employer identification number of the holder.
c) A listing of property types with the amounts to be reported for each.
d) A total of the amounts to be reported.
e) The contractor-assisted self-audit period.
f) A narrative summarizing the contractor-assisted self-audit findings; and
g) Other relevant comments regarding issues that have arisen or are expected to arise within the course of the contractor-assisted self-audit process.

SECURITIES SELF-AUDIT REPORT. Upon completion of the contractor-assisted self-audit of each holder or holder transfer agent, if securities are to be reported, the Contractor shall prepare and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate report that, at a minimum, includes:

a) Name of security.
b) Class of security.
c) CUSIP number.
d) Description of security.
e) Number of shares for each issue.
f) Maturity date and interest, as applicable.
g) Market value at receipt by the Contractor, as applicable; and
h) Other relevant comments regarding issues that have arisen or are expected to arise during the course of the contractor-assisted self-audit process.

SAFE DEPOSIT BOX. Upon completion of the contractor-assisted self-audit of each holder, if the contents of a safe deposit box are to be reported, the Holder shall prepare and the Contractor shall review and provide to the Department, in a form acceptable to the Department, a comprehensive and accurate report that, at a minimum, includes:

a) The total number of safe deposit boxes reported.
b) The box owner's (renter) name and address.

FINAL REPORT FORMAT. Upon completion of the contractor-assisted self-audit of each holder, the Contractor shall provide to the Department a report via an electronic medium in the format listed in **Appendix Two** as modified from time to time by state consensus. The contractor-assisted self-audit report shall be comprehensive and accurate and include all information listed in **Appendix Two** and the appropriate cash and securities. The holder contractor-assisted self-audit must include property types that holders in the same line of business regularly report. If the holder in a contractor-assisted self-audit does not report the following property types found in **Appendix Nine: MS01, MS04, MS05, MS08, MS09, MS11, or MS16**, the holder must provide a reasonable justification for this omission.

The Contractor must state that the holder has been informed in writing of its obligation to perform due diligence pursuant to Chapter 717, FS.

The securities shall be transferred via Depository Trust Corporation ("DTC") to the Department's stock custodian. A separate record shall be created for each reported property type

for each owner or each separate issue of security belonging to the same owner.

INVOICE. The Contractor shall remit an invoice for a completed contractor-assisted self-audit to the Department upon the delivery of the property. The invoice shall contain sufficient detail for a proper pre-audit and post-audit thereof. The invoice shall contain, at a minimum, the following information, if applicable: holder/issue name, holder's address, holder's federal employer identification number, holder's state of incorporation, CUSIP number, cash value for each property type, number of shares, billable share value for each property type, the fee for each property type, net cash value, and amount remitted. The Contractor agrees that it may retain no more than **nine percent (9%)** of the dollar amount of the property delivered or value thereof for a completed contractor assisted self-audit for all "SC" and "DM" unclaimed property codes. The Contractor agrees that it may retain no more than **nine percent (9%)** of the dollar amount of the property delivered or value thereof for a completed contractor-assisted self-audit for all unclaimed property codes other than "SC" and "DM" property codes.

3.0 DEPARTMENT RESPONSIBILITIES AND AUTHORITY

The responsibilities and authority of the Department are as follows:

a) The Department shall maintain proprietary rights to all general ledger audits, securities audits and contractor-assisted self-audit records, indemnification agreements, release of liability agreements, and all other records relating to all audits and contractor-assisted self-audits performed by the Contractor on behalf of the Department.
b) The Department shall have final authority in authorizing the Contractor(s) to perform a general ledger audit, securities audit or contractor-assisted self-audit of the records of a holder, withdraw from a general ledger audit, securities audit or contractor-assisted self-audit of the records of a holder, reassign a general ledger audit, securities audit or contractor-assisted self-audit of the records of a holder, and terminating an authorized general ledger audit, securities audit or contractor-assisted self-audit of the records of a holder.
c) The Department retains the right to direct the Contractor to conduct a general ledger audit, securities audit or contractor-assisted self-audit of the records of a particular holder whenever it deems it necessary to carry out its responsibilities and duties under Chapter 717, FS.
d) The decisions of the Department shall be final and binding on both parties in the event of any doubt or differences of opinion as to the procedures to be used or the services to be furnished by the Contractor.
e) If a holder refuses to provide access to the records or will not enter into a written agreement to conduct a general ledger audit, securities audit or contractor-assisted self-audit of the holder's records or if the holder breaches the written agreement to conduct a general ledger audit, securities audit or contractor-assisted self-audit of the records of the holder, the Contractor shall inform the Department in writing. If the Department agrees that a general ledger audit, securities audit or contractor-assisted self-audit appears to be justified, the Department shall send a letter to the holder

requesting the holder enter into an agreement on a voluntary basis with the Contractor and alerting the holder that the failure to cooperate may result in the imposition of applicable penalties, interest, and audit fees. If the holder still declines access to its records or to enter into an agreement with the Contractor within 90 days of the Department's letter, or breaches the agreement, this RCPS no longer applies with regard to that holder. In such an event, the Department's options include, but are not necessarily limited to, taking legal action against the holder or contracting with a private attorney recommended by the Contractor to take legal action against the holder.

4.0 CONTRACTOR RESPONSIBILITIES

The responsibilities of the Contractor are as follows:

4.1 No Compensation from the Holder or Holder Transfer Agent

The Contractor or its staff shall not solicit, accept, contract for or receive compensation in any form or manner from any holder for whom the Contractor has received the Department's authorization to conduct a general ledger audit, securities audit or contractor-assisted self-audit pursuant to this RCPS either during the general ledger audit, securities audit or contractor-assisted self-audit; or within one year from the date of the Department's authorization or 3 years before the date of the Department's authorization for the general ledger audit, securities audit or contractor-assisted self-audit of the holder.

4.2 Off-site or On-Site Review and Audit

The Contractor shall conduct an off-site or on-site general ledger audit, securities audit or oversee a contractor-assisted self-audit of the records of the holder. The Contractor and its employees shall conduct such general ledger audits, securities audits or oversight of a contractor-assisted self-audits in a manner that will cause a minimal disruption of the regular business activities and hours of the holder.

4.3 Audit Procedure Manual

The Contractor shall develop a procedures manual that shall relate to the identification of the holder's unclaimed property liability, specifically procedures related to how the Contractor will address the following issues: the nonexistence of owners' addresses, out-of-proof records, unclaimed underlying shares of stock bankruptcies, and the appropriateness of release of liability and indemnification. The manual shall also include procedures on cooperation with on-going state audits, case law, audit procedures, dormancy periods, reporting periods, the methodology of estimation techniques, and other compliance techniques. The procedure manual must include the contractor-assisted self-audit process if the contractor intends to request authorization to oversee self-audits.

4.4 Custodian

The Custodian must be a federal or state licensed financial institution located in the United States of America. All property received by the Contractor must either be deposited in an interest-bearing account earning current market rates or must be deposited in an account where earnings credits will be calculated at a market rate which is not less than that which would be earned in an interest bearing account. The interest earned shall be paid to the Department when the unclaimed property is remitted to the Department or earning credits may be provided as an offset against fees for services rendered if required by federal law. If the property consists of securities, bonds or tangible property, the Custodian shall keep such property in a physically secure location.

4.5 Consultations

The Contractor shall maintain a full-time, professionally staffed office located in the United States of America, which shall be the official point of contact with the Contractor. The office and staff shall be accessible and available to the Department during regular working hours in order to respond to inquiries and concerns. The Contractor shall provide assistance to the Department regarding audits conducted by employees of the Department.

4.6 Participation as Witness

The Contractor and its staff must be available to participate in any future judicial or administrative proceedings pertaining to the services provided pursuant to this RCPS.

4.7 Working Papers

The Contractor shall properly document its general ledger audit and/or securities audit and make the working papers gathered during the general ledger audit and/or securities audit available on demand for review by the Department. Such working papers will include planning information and all related calculations, statistical analyses, and summarizations.

4.8 Board Minutes

The Contractor shall furnish the minutes of all board meetings that affect the policy of identifying, auditing, reviewing, processing, collection and delivery of the unclaimed property to the Department within 30 days of said meetings. The Contractor shall not apply any proposed inter-state policies to a general ledger audit, securities audit or contractor-assisted self-audit conducted on behalf of the State of Florida unless the Department has approved the policy.

4.9 Services Specified

The Contractor shall provide and complete all services as specified in **Section 2**, Scope of Services of this RCPS in a timely and professional manner.

4.10 Bond

Within forty-five (45) days of the execution of the contract, the Contractor shall provide the Department with a fidelity bond, financial guaranty bond, fidelity insurance or other financial guaranty from an entity licensed in the State of Florida which provides protection to the Department against theft, loss, or other illegal diversion of funds by the Contractor or its employees and agents in the amount of $100,000. The language and terms of the bond, insurance or financial guaranty must be pre-approved by the Department.

5.0 GENERAL PROVISIONS

5.1 Payment and Invoicing

The Contractor shall remit an invoice as described in **Sections 2.6 and 2.12** for a completed general ledger audit, securities audit and contractor-assisted self-audit to the Department upon the delivery of the property. The invoice shall contain sufficient detail for a proper pre-audit and post-audit thereof. A sample copy of the invoice shall be submitted for written approval to the Contract Manager before the award of the contract.

The Contractor shall retain a fee for a general ledger and/or securities audit of the financial records of a holder as follows:

a) Up to **15%** for all unclaimed property codes, as found in **Appendix 9,** other than **"SC"** and **"DM**"; and

b) Up to **9 %** for all **"SC"** and **"DM"** unclaimed property codes as found in **Appendix 9;**

unless a different fee is agreed to in writing between the Department and the contractor on a case by case basis.

The Department shall pay the Contractor **nine percent (9%)** of the dollar amount of the property delivered or value thereof for a completed contractor assisted self-audit for all "SC" and "DM" unclaimed property codes. The Department shall pay the Contractor **nine percent (9%)** of the dollar amount of the property delivered or value thereof for a completed contractor-assisted self-audit for all unclaimed property codes other than "SC" and "DM" property codes.

The Department intends to pay the Contractor pursuant to the provisions of Sections 287.058 and 287.0582, FS, and as specified in this RCPS. The Contractor shall be responsible for all costs for products or services that the Contractor has authorized and incurred. The Contractor shall deduct its fee from the unclaimed property received from the holder. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5.2 Indemnity Agreement

The Department may upon request of the holder enter into indemnity agreements with the holder pursuant to Section 717.1201(5), FS, regarding the actual unclaimed property remitted to the Department.

5.3 Survey

The Department shall utilize the responses by holders to survey questions as a factor in the Department's determination whether to renew the contract. The Department shall issue the surveys randomly. Survey responses will be considered a public record. The holder survey is attached as **Appendix Four**.

5.4 Warranties of Contractor

The Contractor covenants and warrants as follows:

1. It is lawfully organized and constituted under all federal, state, and local laws, ordinances, and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
2. It is possessed of the legal authority and capacity to enter into and perform the contract.
3. It has been duly authorized to operate and do business in the State of Florida and all places where it will be required to conduct business under the contract; that it has obtained, at no cost to the State of Florida, all necessary licenses and permits required in connection with the contract; and that it will fully comply with all laws, decrees, labor standards, and regulations of its domicile and such other location where performance may occur during the term of the contract.
4. It has no present interest and shall not acquire any interest, which would conflict in any manner with Contractor's duties and obligations under the contract. The commodities and services rendered shall in all respects conform to, and function in accordance with, the specification and designs requested in the Request for Contract Proposal.

5.5 Documents, Data, or Information Obtained by the Contractor

The Contractor, its agents or employees, shall not enter into any arrangement or agreement with any other person for the release or review of any information obtained from a general ledger audit, securities audit or contractor-assisted self-audit regarding unclaimed property owed to the State of Florida. Unless otherwise directed by the Department, the Contractor, its agents or employees, shall not release, or allow to be reviewed, any records or any information obtained from records related to unclaimed property owed to the State of Florida. The Contractor, its agents or employees, shall not do any act that would give a registrant, or a registrant's employer, a competitive advantage over another registrant. An audit is not complete until it has been processed and added to the unclaimed property database subsequent to a determination by the Department that the report is accurate and that the reported property is the same as the remitted property.

5.6 Termination of Authorization to Examine a Holder

Authorization to perform a general ledger audit, securities audit or contractor-assisted self-audit of a holder shall be terminated by the Department if:

1. The Contractor or its employees or agents have violated or has induced the holder to violate any provision of Chapter 717, FS.

2. The Contractor or its employees or agents have made a material misrepresentation or omission to the holder, an agent or employee of the holder, or to the Department.

3. The Contractor has breached the agreement between the Contractor and the Department.

4. The actions of the Contractor or its employees or agents are such that the good name, governmental reputation, or business reputation of the Department is damaged or may be damaged. Such actions include, but are not limited to, criminal acts, rude or boorish behavior in the presence of the holder or in communications to the holder; unnecessarily confrontational conduct in the presence of the holder or in communications to the holder; or disruptive, antagonistic, or uncooperative attitude in the presence of the holder or in communications to the holder; threatening the imposition of interest, fines or penalties if the holder fails to conduct a contractor-assisted self-audit; failure to cooperate in Departmental investigation; falsification of records; making a false statement; harassment; misdemeanor or felony conviction; negligence; rudeness to the public; sexual harassment; substandard quality of work; theft or attempted theft or aiding others in theft or attempted theft; threatening or abusive language; and any violation of DFS Administrative Policies and Procedures, 5-26 Standards and Procedures of Discipline, Handout # 13, IX. B. through H., **Appendix Five.**

If the Department becomes aware that any one or more of the events or violations outlined in **section 5.6** have occurred, the Department shall inquire into the matter. If there is evidence that one or more events outlined in **section 5.6** have in fact occurred, the Department shall terminate authorization to perform a general ledger audit, securities audit or contractor-assisted self-audit of the holder or holder's agent and the Contractor shall cease to conduct the general ledger audit, securities audit or contractor-assisted self-audit of the records of the holder on behalf of the State of Florida.

The Department may subsequently authorize the Contractor to continue the general ledger audit, securities audit or contractor-assisted self-audit upon terms and conditions satisfactory to the Department and the holder; authorize another Contractor to conduct the general ledger audit, securities audit or contractor-assisted self-audit of the records of the holder; conduct the general ledger audit, securities audit or contractor-assisted self-audit of the records of the holder itself using the Department's employees; or decide to refrain from auditing the records of the holder.

APPENDIX ONE

Chapter 717, FS

This information can be obtained online at **http://fltreasurehunt.org** under the "State Statute" link.

APPENDIX TWO

Electronic Reporting Instructions

This information can be obtained online at **http://www.fltreasurehunt.org** under the "Reporting Information" link.

APPENDIX THREE

(NO TEXT)

APPENDIX FOUR

HOLDER SURVEY

1. Did the contractor act in a courteous and professional manner? Yes ___ If the answer is NO, please explain:

2. Did the contractor provide you with adequate assistance? Yes ___ If the answer is NO, please explain:

3.a. If the contractor conducted a general ledger audit or processed the security records of holder, did the contractor request to review records of the holder prior to the preparation of the report of unclaimed property by the contractor? No ___ If the answer is YES, please briefly identify the records requested:

3.b. If the contractor oversaw a contractor-assisted self-audit, did the contractor request to review records of the holder, which in your view were sufficient to adequately verify the accuracy of the report of unclaimed property prepared by the holder? Yes ___ If the answer is NO, please briefly identify the records which should have been requested:

4. Did the contractor solicit you or your business for any additional services for a fee that were to be offered by the contractor's company?

No _____ If the answer is Yes ____, please explain.

Please provide any additional comments you may have:

APPENDIX FIVE

Standards of Conduct

Available upon request by telephone from the **Contract Administrator at** [redacted]

Department of Financial Services, Administrative Policies and Procedures, 5-26 Standards and Procedures of Discipline, Handout #13, IX.B. through H.

APPENDIX SIX

Chapter 3 – General Standards
General - Standard #1
The audit is to be performed by a person or persons having adequate technical training and proficiency as an auditor.

- Must have specific education in auditing.
- Must have professional experience before becoming a certified auditor.
- Continuing education is required to maintain a license to practice auditing.

Chapter 6 – Field Work Standards for Performance Audits
Field Work - Standard #1
The work is to be adequately planned and assistants, if any, are to be properly supervised.

- Each auditor is responsible for the other auditors that they are supervising.

APPENDIX SEVEN

Insert Specifications

APPENDIX EIGHT

Confidentiality Agreement

[Date]

[Holder]

Dear

The Contractor, as agent for the States set forth on Annex A (the "States), has requested certain information from [Name of Holder] (the "Holder") in connection with its unclaimed property review and audit of the Holder's books and records.

The Contractor shall treat as confidential and protect from disclosure to third parties, including other persons and business entities with whom the Contractor is affiliated, other than its own employees, agents, and representatives, and the States, all information that the Holder may furnish verbally and in writing to the Contractor or its agents, representatives, or employees in connection with its unclaimed property review and audit; provided however, that this letter agreement shall not prohibit the Contractor from disclosing such information to (a) any person specifically approved by the Holder or (b) pursuant to or as required by law. The Contractor further agrees that it will not use any such information for any purpose other than the performance of such review and audit.

The information referred to in the preceding paragraph shall not include any information (i) previously known to the Contractor prior to the receipt of such information, (ii) subsequently acquired by the Contractor from a third party having an independent right to disclose such information, or (iii) that is now or later becomes publicly known through no fault of the Contractor.

Any failure or delay by the Holder in enforcing any provision of this letter agreement will not operate as a waiver of that provision, and the Holder will be entitled to injunctive relief, as well as all other remedies available at law or equity, if the Contractor breaches this letter agreement.

This letter agreement constitutes the entire agreement between us and may only be modified in writing. This letter agreement and all controversies arising from it shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflicts of law principles.

Sincerely,
[Contractor, Employee, Agent, and Contractor Representative]

AGREED TO:
[HOLDER]
By:_____
Name:
Title:

APPENDIX NINE

FLORIDA PROPERTY CODE AND DORMANCY TABLE

CHAPTER 717, FLORIDA STATUTES			
FINANCIAL INSTITUTIONS			
PROPERTY TYPE	DORMANCY PERIOD (YEARS)	PROPERTY CODE	STATUTORY REFERENCE
Bank Drafts	5	CK05	717.105
Cashiers Checks	5	CK01	717.105
Certified Checks	5	CK02	717.105
Checking Accounts	5	AC01	717.106
Christmas Club Accounts	5	AC04	717.106
Deposit to Secure Funds	5	AC05	717.106
Foreign Exchange Checks	5	CK09	717.105
Matured CD's or Savings Certificates	5	AC03	717.106
Money Orders	7	CK07	717.104
Registered Checks	5	CK03	717.105
Savings Accounts	5	AC02	717.106
Security Deposits	5	AC06	717.106
Suspense Accounts	5	AC08	717.106
Travelers Checks	15	CK08	717.104
Treasurers Checks	5	CK04	717.105
Unidentified Deposits	5	AC07	717.106
Warrants	5	CK06	717.102
GENERAL			
CD Interest Payments	5	CK16	717.106
Checks Written Off	5	CK14	717.102
Condemnation Awards	5	CT02	717.102
Credit Checks	5	CK12	717.102
Deposit Made with Court	1	CT05	717.113
Escrow Funds	5	CT01	717.112
Expense Checks	5	CK10	717.102
Missing Heir Funds	5	CT03	717.102
Other O/S Official Checks	5	CK15	717.102
Pension Checks	5	CK11	717.112
Suspense Accounts	5	CT04	717.102
Vendor Checks	5	CK13	717.102
INSURANCE COMPANIES			
Demutualization Cash	2	DM01	717.1071
Demutualization Stock	2	DM02	717.1071
Agent Credit Balances	5	IN08	717.107
Death Benefits Due Beneficiaries	5	IN03	717.107
Group Policy Benefits	5	IN02	717.107
Individual Policy Benefits	5	IN01	717.107
Matured Life-Limiting Age	2	IN09	717.107
Other Amounts Due under Policy Terms	5	IN07	717.107
Premium Refunds on Individual	5	IN05	717.107
Proceeds from Matured Policy	5	IN04	717.107
Unidentified Remittances	5	IN06	717.107

GENERAL			
Accounts Payable	5	MS08	717.102
Bonuses	1	MI06	717.115
Commissions	1	MS02	717.115
Credit Balances on Accts Receivable	5	MS09	717.102
Customer Overpayments	5	MS05	717.102
Delay Rentals	5	MI07	717.102
Discounts Due	5	MS10	717.102
Involuntary Dissolution or Liquidation	6 months	MS15	717.111
Minimum Royalties	5	MI09	717.102
Misc. Intangible Property	5	MS17	717.102
Miscellaneous Checks	5	MS16	717.102
Net Revenue Interests	5	MI01	717.102
Overriding Royalties	5	MI03	717.102
Payment Goods & Services	5	MS04	717.102
Pension, Profit Sharing Plans	5	MS14	717.112
Production Payments	5	MI04	717.102
Refunds	5	MS11	717.102
Royalties	5	MI02	717.102
Shut-In Royalties	5	MI08	717.102
Suspense Liabilities	5	MS18	717.102
Unclaimed Loan Collateral-Cash	5	MS13	717.106
Unidentified Remittances	5	MS06	717.102
Unrefunded Overcharges	5	MS07	717.102
Wages, Payroll, Salary	1	MS01	717.115
Worker Comp Benefits	5	MS03	717.102
Working Interests	5	MI05	717.102
TRANSFER AGENTS			
Bearer Bond Interest or Matured Principal	3	SC07	717.1101
Bonds	3	SC14	717.1101
Cash in Lieu of Fractional Shares	3	SC09	717.1101
Credit Balances	5	SC20	717.102
Dividend Reinvestment Plans	3	SC19	717.1101
Equity Payments	3	SC04	717.1101
Funds Paid Toward Shares or Interest	3	SC06	717.1101
Interest Payable on Registered Bonds	3	SC02	717.1101
Matured Principal on Registered Bonds	3	SC18	717.1101
Mutual Fund Shares	3	SC16	717.1101
Other Certificates of Stock	3	SC11	717.1101
Profits	5	SC05	717.102
Shares of Stock & Underlying Shares	3	SC08	717.1101
Stock Redemption Funds	3	SC13	717.1101
Stock Warrants	3	SC17	717.1101
Unclaimed Dividends	3	SC01	717.1101
Unexchanged Stock of Successor Corp.	3	SC10	717.1101
US Government Securities	3	SC15	717.1101
FINANCIAL INSTITUTIONS			
Contents of Safe Deposit Boxes	3	SD01	717.116
Contents of Safekeeping Repository	3	SD02	717.116
Other Tangible Property	3	SD03	717.116
Unclaimed Loan Collateral – NonCash	3	SD04	717.116
FIDUCIARIES			
Escrow Funds	5	TR04	717.112

Fiduciary Funds	5	TR03	717.112
Paying Agent Accounts	5	TR01	717.112
Trust Vouchers	5	TR06	717.112
Undelivered or Uncashed Dividends	5	TR02	717.112
UTILITY COMPANIES			
Membership Fees	5	UT02	717.102
Refunds or Rebates	5	UT03	717.102
Utility Deposits	1	UT01	717.108

NOTE 1: All Property Held By Courts And Governmental Agencies Is Reportable After One (1) Year Regardless Of The Property Type (Ref: Section 717.113, F.S.)

APPENDIX TEN

GENERAL LEDGER AUDIT CERTIFICATION

The vendor hereby certifies that:

a) The general ledger audit requirements of the Request for Contract Proposals Specifications for Identification, Authorization, General Ledger and/or Securities Audits, Contractor-Assisted Self-Audits, Collection and Delivery of Unclaimed Property for the State of Florida, Attachment B; and
b) The Procedures Applicable to the State Authorized Unclaimed Property General Ledger and Securities Audits and Contractor-Assisted Self-Audits Conducted by Contractors - Florida's Department of Financial Services, October 2005, Appendix Seven,

have been fully complied with, including, but not necessarily limited to the requirements that:

1. All work papers include planning information and all related calculations, statistical analyses, and summarizations.

2. All work papers contain a heading that includes the name of the entity subject to the general ledger audit, the dates of the general ledger audit period, a title describing the nature of the data on the working paper, and the identification number of the general ledger audit.

3. Each lead working paper has been initialed and dated by the preparer and the reviewer, and all pages numbered.

4. The source, purpose, scope, procedures, findings and conclusions be identified on each working paper, if required.

5. That each working paper be properly indexed.

6. The working papers be cross referenced with cross-referencing page numbers written in red.

7. A legend be included on each working paper that adequately explains the general ledger audit procedures performed represented by a particular tick mark.

Contractor Name:_____ Name and Telephone

Number of Contractor's Contact Person: _____

Signature of Contractor's Contact Person: _____ Date:_____

Holder Name and Address:_____

_____

Holder Tax Identification Number:_____